

TOWN OF LUNENBURG
COUNCIL MEETING AGENDA
Tuesday, Nov. 25, 2025 | 6 pm
Lunenburg Town Hall – Council Chamber
120 Townsend Street



NOTICE: Council meetings are open to the public and held in Town Hall. **Please use the back entrance at 120 Townsend Street.** The public can also watch meetings through Zoom. To livestream this meeting starting at 6 pm, use this Zoom link:
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1. CALL TO ORDER

2. LAND ACKNOWLEDGEMENT

This meeting takes place in the traditional and ancestral territory of the Mi'kmaq people. We are all Treaty people.

3. ADDITIONS/ DELETIONS TO AGENDA

4. APPROVAL OF AGENDA

4.1 November 25, 2025 Council Meeting Agenda

Recommendation: That Council approve the agenda for the November 25, 2025 meeting as presented.

5. APPROVAL OF MINUTES

5.1 November 12, 2025 Regular Meeting Minutes

Recommendation: That Council approve the November 12, 2025 meeting minutes as presented.

6. PRESENTATIONS

7. PUBLIC INPUT AND QUESTIONS – 20 MINUTES

- Each person is limited to 3 minutes
- Each person must state their name
- Questions or comments are directed to the Chair
- Comments and questions are open to any municipal matter

8. CORRESPONDENCE

Correspondence items included on the agenda have been submitted for Council's information and do not imply endorsement by the Town. The content of correspondence reflects the views of the author and has not been independently verified. Should Council wish to take action on an item, a motion must be made.

9. PUBLIC HEARINGS, PUBLIC INFORMATION MEETINGS AND APPEALS

10. BUSINESS ARISING AND UNFINISHED BUSINESS

10.1 LUB Amendment First Reading: Rezoning of PIDs 60703881 & 60703899 (Brook St)

Recommendation: That Council approve First Reading of the proposed rezoning of PIDs 60703881 and 60703899 as outlined in the staff report and schedule a Public Hearing in accordance with the Municipal Government Act.

11. NEW BUSINESS

11.1 Letter of Support: LAF Application to Community Capacity Fund (ACOA)

Recommendation: That Council endorse a letter of support for the Lunenburg Academy Foundation's application to the Atlantic Canada Opportunities Agency's (ACOA) Community Capacity Fund and approve the Town's participation in the project, including a financial contribution of up to \$2,500, subject to successful approval of the grant.

11.2 Letter of Support: LAF Application to Nova Scotia Cultural Innovation Fund (ACOA)

Recommendation: That Council endorse a letter of support for the Lunenburg Academy Foundation's application to the Atlantic Canada Opportunities Agency's (ACOA) Cultural Innovation Fund.

11.3 Information Report: 2025/26 Budget Variance (Capital & Operating) to Sept.30, 2025

11.4 Lease Amendment: Lunenburg Board of Trade Campground

Recommendation: That Council approve the amendments to the lease agreement between the Town of Lunenburg and the Lunenburg Board of Trade for the operation of the tourist bureau and campground, as outlined in the staff report.

12. NOTICES OF MOTION, INFORMATION REQUESTS AND COUNCILLOR REPORTS

13. ITEMS FOR CONSIDERATION AT COMMITTEE OF THE WHOLE

The next Committee of the Whole meeting is scheduled for Tuesday, December 2, 2025

14. MOTION ACTION LIST

15. CLOSED SESSION

15.1 Acquisition, sale, lease and security of municipal property

15.2 Contract Negotiations

Recommendation: That Council move into a closed session in accordance with Section the Municipal Government Act for agenda items 15.1 and 15.2.

16. ADJOURNMENT

**COUNCIL MEETING
TOWN OF LUNENBURG**

November 12, 2025 | 6 pm
Lunenburg Town Hall - Council Chamber



- Present Mayor Jamie Myra, Deputy Rachel Bailey, Councillors Alex Greek, Debbie Dauphinee, Renea Babineau, Gale Fullerton and Alison Strachan

- Also present Paul Nopper, CAO
 Marc Kiely, Director of Community Development
 Tyson Joyce, Director of Public Works
 Kayla Byrne, Municipal Clerk
 Jamie Deans, Communications & Events Coordinator

- Call to Order The Chair called the meeting to order at 6:01 p.m.

- Land Acknowledgment The Chair recognized Lunenburg’s location on the unceded territory of the Mi’kmaq people.

- Approval of Agenda Moved and seconded that Council approve the agenda for the November 12, 2025 meeting as presented.

Motion carried unanimously

- Approval of Minutes Moved and seconded that Council approve the October 28, 2025 meeting minutes as presented.

Motion carried unanimously

- Approval of Minutes Moved and seconded that Council approve the 2025 Annual Organizational meeting minutes as presented.

Motion carried unanimously

- Public Input and Questions Andrew Himmelman, owner of Blackjack Powerline and Tree Service, spoke about the need to modernize Lunenburg’s aging electrical infrastructure. He encouraged Council to consider a locally based company for future utility maintenance contracts rather than large external corporations, emphasizing benefits such as keeping funds in the community.

Jennifer Corson, of Solterre, spoke in support of her company’s rezoning application, highlighting the extensive work and community engagement behind it and emphasizing the need for more housing in Lunenburg. She noted that the proposed project would contribute to addressing local housing shortages and encouraged Council to support efforts to enable new housing development.

LUB Amendment:
Rezoning of PIDs
60703881 &
60703899 (Brook
St)

Following the review of staff's report on this item, Councillors asked several clarifying questions. Councillor Strachan moved the following motion, which was seconded by Councillor Greek:

Moved and seconded that Council table consideration of First Reading for the proposed Land Use By-law amendment to rezone PIDs 60703881 and 60703899 (Brook Street) to allow additional time for review of the information provided.

To allow for additional discussion on this item, Councillor Strachan withdrew the motion; Councillor Greek had no objections.

Council discussed several aspects of the application, including the scale of the proposed development relative to the surrounding neighbourhood, the interpretation of the form-based elements of the Land Use By-law, and the potential impacts related to height, massing, and view corridors. Members also sought clarity on how the proposed rezoning aligns with the intent of the MPS and the approach used in other similar applications.

Following this discussion, Council reintroduced the motion from earlier, as follows:

Moved and seconded that Council table consideration of First Reading for the proposed Land Use By-law amendment to rezone PIDs 60703881 and 60703899 (Brook Street) to allow additional time for review of the information provided.

Motion carried unanimously

LUB Amendment:
Rezoning of the Salt
Meadows
Subdivision – *2nd*
(final) Reading

Moved and seconded that Council approve second and final reading of an amendment to the Land Use Bylaw to rezone to Lower Density Residential Use the Salt Meadows subdivision, which includes all lots within the Town's boundaries on Wood Street, Whynacht Street and Adams Street, and also includes PID 60731452 (off Rudolf Drive/Morash Lane).

Motion carried unanimously

Service Model
Decision: Circular
Materials

Moved and seconded that Council select the Circular Materials Opt-In Service Model to comply with Extended Producer Responsibility legislation, and accept Circular Materials' compensation offer dated June 3, 2025, conditional upon satisfactory resolution of contract negotiations between Circular Materials and the Town of Lunenburg.

Motion carried unanimously

Snow Policy Amendment Moved and seconded that Council approve the updated Snow Removal Policy as presented.

Motion carried unanimously

Meeting Recording and Livestreaming Policy Moved and seconded that Council approve the Meeting Recording and Livestreaming Policy as presented.

Motion carried unanimously

Committee Appointment: Planning Advisory Committee Moved and seconded that Council reappoint Colin Whitcomb to the Planning Advisory Committee as a resident representative for an additional one-year term, ending December 1, 2026, thereby completing a standard two-year term.

Motion carried unanimously

It was suggested the Committees Policy be reviewed to include a section on onboarding new committee members.

Notices of Motion, Information Requests and Councillor Reports Councillors reported on their participation in the recent Nova Scotia Federation of Municipalities (NSFM) conference, noting a range of sessions on topics such as sustainability, modernization, mental health, basic income, social media, and diversity and inclusion.

Councillors also highlighted several recent and upcoming community events, including the Remembrance Day service, the Boston Christmas tree send-off, the Lunenburg Lit Fest, holiday ornament activities with local students, tree-lighting preparations, and the Bowling for Kids charity event. Updates were also shared regarding committee meetings, the work of local organizations, and interest in receiving the Turner Drake housing needs assessment at a future meeting.

The Mayor reported on the NSFM conference from the perspective of hosting several sessions and noted the strong attendance and participation of provincial Ministers and MLAs. Additional updates included progress on several items from the Motion Action List, confirmation of the provincial approval of the Harborview Haven construction budget proposal, a tourism-related contribution to the Lunenburg Board of Trade, and the upcoming transgender flag-raising ceremony.

Items For Consideration at COTW The next Committee of the Whole meeting is scheduled for Tuesday, December 2, 2025.

Motion Action List It was noted that following this meeting, three of the priority A items on the list have been completed and can be removed.

Adjournment

There being no further business, the Council meeting adjourned at 7:34 p.m.

Minutes were read and approved.

Subject: LUB Amendment First Reading: Rezoning of PIDs 60703881 & 60703899 (Brook St)
From: Marc Kiely, Director of Community Development
Date: November 25, 2025



Recommendation:

That Council give First Reading to the proposed rezoning of PIDs 60703881 and 60703899 as outlined in the Staff report and schedule a Public Hearing in accordance with the notice and hearing requirements of the Municipal Government Act.

Alternatives:

1. That Council deny the rezoning request for PIDs 60703881 and 60703899.
2. That Council table consideration of First Reading for the proposed Land Use By-law amendment to rezone PIDs 60703881 and 60703899 (Brook Street) to allow additional time for review of the information provided.

Report Summary

- This report is to provide Council with a policy-based assessment of a rezoning application submitted by Solterre Inc. for two adjacent properties on Brook Street (PIDs 60703881 and 60703899).
- The application requests amendments to the Land Use By-law to rezone both properties from *Commercial Mixed Use (CM)* to *General Commercial (CG) Use* and from *Old Town/New Town 1 (ONT1) Form zoning* to *Marine Form (MA)*; enabling development of a fully residential multi-unit building.
- The proposal has been evaluated against the Municipal Planning Strategy (MPS) itself and related policies — including key policies 4-1, 4-2, 4-4, 5-1, 6-10, 6-11, 6-13, and 6-19 — which guide Council in assessing new zones, built-form compatibility, and the public interest. Staff’s analysis concludes that the amendments are reasonably consistent with the intent of the MPS, which encourages efficient, serviced growth, mixed-use flexibility, and design compatibility within the Town’s core.
- Public and committee feedback received highlighted concerns regarding potential impacts on the working waterfront, the transition to residential use, and parking adequacy. Staff have reviewed these issues and clarified that the proposed Marine Form zoning governs form and

appearance, not land use, and note that marine industrial uses are not currently permitted on the site. Parking and servicing matters will be further reviewed through the development permitting process.

- Overall, the proposal creates consistent zoning across the two properties, supports long-term housing opportunities in a central, serviced location, and remains consistent with the Town's existing planning framework.
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Purpose

To seek Council's consideration for First Reading of amendments to the Town of Lunenburg Land Use By-law (LUB) to facilitate a multi-unit residential development proposed by Solterre Inc.

The application requests:

1. **Form Zone change** for PID 60703881 from Old Town/New Town 1 (ONT1) to Marine Form (MA); The required variance from as-of-right development is to accommodate the project's lot line setback requirements.
2. **Use Zone change** for both PIDs 60703881 and 60703899 from Commercial Mixed Use (CM) to General Commercial (CG). The required variance from as-of-right development is to accommodate ground floor residential units, which is currently prohibited in CM zoning.

These changes would allow a fully residential building and permit consistent form standards across the two adjacent properties.

What the Current Zoning Already Allows: For clarity, under the existing zoning, a development of the same height and overall scale as the proposed building could already be constructed as-of-right on PID 60703899, meaning it would not require Council approval or any public process.

On the adjoining parcel fronting Falkland Street (PID 60703881), the current zoning would also permit a building of similar height (up to 34 ft), though with larger required setbacks: at least 2.4 m (8 ft) on the sides and 6 m (20 ft) at the rear. This would result in a somewhat smaller building footprint compared to the proposal.

The current use zone also restricts residential units on the ground floor within 15 m (50 ft) of the front lot line, though accessory uses such as lobbies or amenity spaces are allowed in that area.

In summary, a building of comparable height and massing could already be built under the existing zoning without Council's approval or public input, but it would have less ground-floor residential space and a different footprint on the Falkland Street lot.

Background

The subject properties are located on Brook Street on what's known as the Old Foundry lands. One

parcel (PID 60703899) is currently zoned Marine Form (MA) and Commercial Mixed Use (CM); the other (PID 60703881) is zoned Old Town/New Town 1 (ONT1) and Commercial Mixed Use (CM). The applicant proposes a fully residential multi-unit building, requiring the above-noted zoning map amendments.

The Planning Advisory Committee (PAC) considered the application at its October 6 meeting and recommended that Council review the zoning change request with due consideration to concerns related to scale, height, traffic flow and congestion, and overall land use and built form, with particular attention to the intent of the Marine Form Zone and its implications for future development, including both on-site and off-site parking provisions.

Note on Policy Review Context

Council has indicated its intent to undertake a comprehensive review of the Municipal Planning Strategy (MPS) and Land Use By-law (LUB), including topics such as parking standards, form zones, and development-agreement provisions. However, this rezoning application was submitted as a complete application under the existing planning framework and must be evaluated under the planning documents in effect at the time of submission.

Note that Staff have referenced the CCP as a reference document and only where it helps illustrate or clarify existing policy intent. This is required as it provides background context for understanding how the existing MPS policies were conceptualized. Its discussion of community structure emphasizes thoughtful, incremental growth within serviced areas—a principle embedded in the MPS.

The MPS provides direction for Council’s evaluation of map amendments. Policies 6-10, 6-11, 6-13, and 6-19 establish the framework for determining the suitability of new zones, their form and character, and overall public benefit.

Staff Analysis

Form Zone and Character Considerations

Public comments expressed concern that the proposed Marine Form (MA) zoning could alter the intent of the waterfront or diminish opportunities for working waterfront uses. Staff have reviewed these concerns against the policy in place and note that the Marine Form zone governs the form and appearance of buildings — such as setbacks, height, and massing — rather than prescribing land uses.

Policy 6-13 of the MPS speaks to ensuring that the character of built form reflects its surrounding context. While some have interpreted this as limiting permitted uses, staff’s interpretation, supported by the broader structure of the MPS, is that the form zone system was established to achieve architectural coherence and compatible design outcomes rather than to restrict land use types. The form zone ‘layer’ serves to influence development scale and design, complementing the use zone’s role in defining allowable activities.

This interpretation is consistent with how the Marine Form zone has been applied elsewhere in Town, where a range of residential and non-residential uses coexist under the same form standard (Attachment G). Staff therefore find no contradiction between the proposed form rezoning and Policy 6-13.

Use Zone and Housing Compatibility

The proposed change from Commercial Mixed Use (CM) to General Commercial (CG) aligns with the MPS intent for efficient, flexible growth in the Town's serviced area. The General Commercial zone supports a wide range of uses, including residential developments on the main floor, which reflects the Town's transition toward a more mixed and adaptive built environment.

Higher-density residential uses are permitted within the General Commercial zone because the MPS anticipates a diversity of land uses that contribute to the economy and walkability. The zone nomenclature ("Commercial") does not limit its intent to purely commercial activities; rather, it recognizes that commercial areas may appropriately include residential forms that reinforce the Town's compact structure.

Parking and Traffic Considerations

Several public submissions expressed concern that a residential development could contribute to parking shortages and traffic congestion in the downtown and waterfront areas. The Land Use By-law and MPS is explicit in that it does not currently have minimum parking requirements, however, Policy 6-19 specifically directs Council to consider traffic, servicing, and infrastructure adequacy when evaluating rezoning requests.

Staff have reviewed these matters at a scale appropriate to this stage of the process. The Developer's submitted theoretical servicing study and transportation impact assessment are included in Attachment H. Note these submissions were completed using a previous larger scale design concept and therefore, are considered valid by staff for the current proposed proposal. More detailed review will occur through the development permit and building permit processes in the detailed design phase and if deficiencies or non-compliance to the applicable bylaws or specification requirements are not met, a development permit will not be issued.

The Town also retains the ability to mitigate localized parking pressures through measures such as improved signage to existing public parking lots, time-parking zones, or enhanced pedestrian connectivity.

Housing and Community Considerations

The proposal would add long-term rental housing in a central, serviced location, increasing the range of housing options available within the community. Units are anticipated to be energy-efficient, fully accessible, and designed for long-term rental tenure, supporting both sustainability and inclusive objectives.

Broader regional housing assessments have noted persistent constraints in the availability of long-term rental housing within Lunenburg County, including specifically in the Town of Lunenburg, where vacancies are low. This rezoning application is conducive to enabling an increase in the supply of purpose-built, long-term rental housing within a fully serviced and centrally located area. This outcome aligns with the MPS objectives to support efficient growth and to diversify housing opportunities within the existing built-up area, where municipal infrastructure and community amenities can support additional residential development. This development would also conceivably contribute to economic and social objectives by providing housing for workers, families, and seniors who support local businesses and institutions.

Implementation and Risk Considerations

Staff want to make clear that approval of the rezoning would not immediately authorize construction. Following Council approval, the developer must still obtain a development permit, building permit, and occupancy permit. These processes provide multiple opportunities for staff to confirm compliance with the Land Use By-law, building code, and servicing standards.

Financial

Staff's assessment is that the proposed zoning does not obligate municipal expenditures. Any future servicing or infrastructure impacts would be identified and addressed through subsequent permit reviews.

Conclusion and Next Steps

Staff find the proposed rezoning to be reasonably consistent with the intent of the Municipal Planning Strategy and Land Use By-law. It provides a compatible transition of form and use within a serviced area, supports housing growth, and maintains Town oversight through existing permitting processes.

Attachments

Attachments A – F: Policy Review

Attachment G: Marine Form Zone Review

Attachment H: Theoretical Servicing Review (Solterre)

Attachment I: Public Input Summary

Attachment J: UNESCO Preliminary Screening

Attachment A
MPS Policy 4-2 – Future Land Use

- **Policy 4-2:** Council shall establish, on the Future Land Use Map, a series of Land Use Designations to guide the evolution of Use Zone placement over time. The Designations and the Use Zones permitted for consideration in each Designation are as follows:
 - (a) The Residential Land Use Designation permits:
 - i. Lower Density Residential Use (RL) Zone
 - ii. Medium Density Residential Use (RM) Zone
 - iii. Higher Density Residential Use (RH) Zone
 - iv. Rural Use (RUR) Zone
 - v. Institutional Use (INS) Zone
 - vi. Parks and Recreation Use (PR) Zone
 - (b) The Main Street Land Use Designation permits:
 - i. Commercial Mixed Use (CM) Zone
 - ii. Institutional Use (INS) Zone
 - iii. Parks and Recreation Use (PR) Zone
 - (c) Downtown Commercial Land Use Designation permits:
 - i. General Commercial Use (CG) Zone
 - ii. Institutional Use (INS) Zone
 - iii. Parks and Recreation Use (PR) Zone
 - (d) Waterfront Designation permits:
 - i. Waterfront Use (W) Zone
 - ii. Marine Industrial Use (MM) Zone
 - iii. Parks and Recreation Use (PR) Zone
 - (e) Industrial Designation permits:
 - i. Industrial Use (M) Zone
 - ii. Institutional Use (INS) Zone
 - iii. Parks and Recreation Use (PR) Zone
 - (f) Parks and Institutional Designation permits:
 - i. Institutional Use (INS) Zone
 - ii. Parks and Recreation Use (PR) Zone

Evaluation: The consideration of rezoning to General Commercial Use is in keeping with Policy 4-2

Attachment B – Form Zone

MPS Section 6.3.5 - Amending the Form Zone Map of the Land Use By-law

'The initial placement of the Form Zones on the Form Zoning Map was conducted with much thought and as a reflection of the desired community structure identified in the Comprehensive Community Plan. Any wholesale changes to this structure should only be considered through a review of the Comprehensive Community Plan and, by extension, this Municipal Planning Strategy. However, it may be reasonable at times to consider minor adjustments to the Form Zoning Map as the community evolves or if a significant change in use dictates the need for a different—but compatible—form for buildings and the site.'

- **Policy 6-13:** Council may consider amendments to the Form Zoning Map of the Land Use By-law. Council shall not adopt such amendments unless Council is satisfied:
 - the proposal is consistent with the description of the Form Zones in Policy 5-1;
 - there is a clear need for the amendment to accommodate a proposed use for the land that is both acceptable for the location and that could not be accommodated within the confines of the existing Form Zone;
 - the proposed Form Zone enables a form for the site that is compatible with (though not necessarily identical to) the surrounding form; and
 - the proposal meets the general evaluation criteria for amending the Land Use By-law, set out in Policy 6-19.

Evaluation: The proposed Form Zone Change will be enabled by this Plan in keeping with Policy 6-13.

- **Policy 5-1:** Council shall, through the Land Use Bylaw, establish Form Zones, shown on the Form Zoning Map, to establish standards for building form, building placement, site design, and signage. The Form Zones shall generally conform to the following scheme:

(a) The Old Town 1 Form Zone is intended to protect the integrity of the core commercial district within the lower blocks of the Old Town Lunenburg rectangular street grid established in 1753.

(b) The Old Town 2 Form Zone is intended to safeguard the tightknit residential development pattern within the upper blocks of the Old Town Lunenburg rectangular street grid established in 1753.

(c) The Old Town/New Town 1 Form Zone is intended to maintain the residential development pattern of the parts of Lunenburg that were subdivided from the Common in 1862 & 1878 and enable new subdivisions to emulate said development pattern.

(d) Old Town/New Town 2 Form Zone is intended to maintain the development character of neighbourhoods developed between 1950 and 1980 and enable new subdivisions to emulate said development pattern.

(e) The New Town 1 Form Zone is intended to enable medium density residential development in multi-story building forms.

(f) The Main Street Form Zone is intended to create a main street character with a multistorey street wall and with an active ground floor close to the sidewalk.

(g) The Marine Form Zone is intended to maintain the distinct character of a working waterfront with its fishing, shipbuilding, and interpretive tourism operations.

(h) The Community Form Zone is intended to provide spatial conditions that acknowledge the heightened importance of institutions in the community. 31

(i) The Industry Form Zone is intended to enable building forms for industry to flourish while minimizing undue impact on surrounding neighbourhoods.

(j) The Rural Form Zone is intended to enable building forms conducive to agricultural enterprise.

(k) The Shoreline Form Zone is intended to enable small scale structures associated with fishing and boating, primarily in the Back Harbour.

Attachment C

Evaluation of MPS Policy: 6-10, 6-11 - Amending the Use Zone

MPS Section 6.3.3 Amending the Text and Use Zoning Map of the Land Use By-law

Council recognizes it cannot foresee all possible types of development that might be acceptable in the Town in general, or on a specific piece of land. As such, there will be times when the Land Use By-law needs to be amended to accommodate a new development trend or specific development proposal.

Council also recognizes that it is possible to inadvertently make mapping errors in preparing the maps that accompanying this Plan and the Land Use By-law. Such errors may be in conflict with the policies in this Plan. Where such errors are discovered, Council may consider correcting them through amendments to the Use Zoning Map of the Land Use By-law.

Policy 6-10: Council shall consider amendments to the Use Zoning Map of the Land Use By-law when the proposed map amendment is not specifically prohibited within this Plan and at least one of the following three conditions is true:

- (a) the proposed Use Zone is enabled by this Plan for use within the same Future Land Use Map designation;
- (b) a non-conforming use appears to have been created by an inadvertent administrative oversight in the Municipal Planning Strategy and Land Use By-law preparation process, resulting in a property being zoned inconsistent with stated policies in this Plan; or
- (c) notwithstanding the Use Zones permitted within a Future Land Use designation, the land to be rezoned is under 1,000 square metres in area and is abutting a Future Land Use Map designation that permits the proposed Use Zone. For clarity, land that abuts a right-of-way, such as a street, is considered to be abutting the designation on the other side of the right-of-way.

Evaluation: The proposed Use Zone Change will be enabled by this Plan in keeping with Policy 6-10, (Future Land Use Map designation of Downtown Commercial allows change to General Commercial use).

Policy 6-11: Council shall not amend the Use Zoning Map of the Land Use By-law unless Council is satisfied that:

- (a) the proposal is consistent with the description of the Use Zone in Policy 4-1 and any specific policies, if any, directing where it is appropriate to place the proposed Use Zone; and
- (b) the proposed Use Zone and the uses it permits meet the general criteria for amending the Land Use By-law, set out in Policy 6-19.

Policy 4-1: Council shall, through the Land Use By-law, establish Use Zones, shown on the Use Zoning Map of the Land Use By-law, to establish the uses permitted in different areas of Lunenburg. The Use Zones shall generally conform to the following scheme:

- a) The Lower Density Residential Use (RL) Zone is intended to prioritize low-density residential uses, such as dwellings with up to two units; accessory dwellings; bed-and-breakfasts with up to six sleeping units; home-based businesses; and neighbourhood amenities, such as parks and trails.
- (b) The Medium Density Residential Use (RM) Zone is intended to enable medium-density residential uses, such as dwellings with up to four units; accessory dwellings; bed-and-breakfasts with up to six sleeping units; home-based businesses; rooming houses; residential care facilities; and neighbourhood amenities, such as parks and trails.
- (c) The Higher Density Residential Use (RH) Zone is intended to encourage higher density residential uses, such as multi-unit dwellings and nursing homes; daycare centres; and uses permitted in other residential zones.
- (d) The Commercial Mixed Use (CM) Zone is intended to enable a wide range of commercial and institutional uses, as well as larger residential uses located on the upper floors of buildings or to the rear of the lot. Auto-oriented commercial uses, with the exception of body shops, shall be permitted.
- (e) The General Commercial Use (CG) Zone is intended to accommodate the traditional mixing of uses found in Old Town Lunenburg, including a wide range of commercial uses, institutional uses, and residential uses; however, auto-oriented commercial uses, such as gas stations and auto repair, shall not be permitted.
- (f) The Waterfront Use (W) Zone is intended to accommodate marine-related industrial uses; waterfront recreational uses, including marinas, boat rentals, and water access facilities; and tourism-related commercial and cultural uses.
- (g) The Industrial Use (M) Zone is intended to accommodate a wide range of industrial uses, including scrap yards and recycling depots; auto-oriented commercial uses; as well as restaurant uses and other amenities, such as parks and trails, that might serve employees of businesses in the Industrial Use Zone.
- (h) The Marine Industrial Use (MM) Zone is intended to protect and support the “working waterfront” by permitting a range of industrial uses, government and emergency services uses, craft food and beverage production, and waterfront recreational uses, while limiting other uses.
- (i) The Rural Use (RUR) Zone is intended to enable rural-type uses, such as agriculture and low-density residential uses (one to two units and accessory dwellings), until such time that services are available to support a more urban form of development.
- (j) The Institutional Use (INS) Zone is intended to set aside land specifically for institutional uses, such as hospitals, emergency services, religious institutions, and government uses.
- (k) The Parks and Recreation Use (PR) Zone is intended to set aside land specifically for parks and recreational uses, such as trails, playgrounds, recreation facilities, and urban agriculture. Take-out restaurants may also be permitted to serve users of these recreational spaces.

6.2. Tables of Permitted Uses – Land Use Bylaw

6.2.1. The following tables outline the permitted uses in each use zone, subject to the following scheme:

- a. Uses denoted with a “P” are permitted subject to all requirements of this By-law, and to any sections noted in the “Special Req’s” column.
- b. Dwelling uses denoted with a numeral are permitted up to the number of dwelling units identified by the numeral and subject to all requirements of this By-law. Dwelling uses with a ‘P’ are not limited in the number of permitted dwelling units. Accessory dwellings shall not be counted for the purposes of determining the number of dwelling units.
- c. Uses denoted with a “DA” are permitted by development agreement, subject to the Municipal Planning Strategy Policies noted in the “Special Req’s” column.
- d. Uses denoted with a “-” or not listed in the table are not permitted.

Residential Uses

	RL	RM	RH	CM	CG	W	M	MM	RUR	INS	PR	Special Req's
Accessory Dwelling	P	P	P	-	P	-	-	-	P	-	-	subs. 6.4.1 to 6.4.4
Bed & Breakfast	P	P	P	-	P	-	-	-	P	-	-	subs. 6.4.5 to 6.4.7
Dwelling	2	4	P	P	P	-	-	-	P	-	-	subs. 6.4.8
Nursing Homes	-	-	P	P	-	-	-	-	-	P	-	
Residential Care Facility	-	P	P	P	P	-	-	-	-	P	-	
Rooming Houses	-	P	P	P	P	-	-	-	-	-	-	
Small Options Home	P	P	P	-	P	-	-	-	P	-	-	

Subsection 6.4.8

6.4.8. Within the Commercial Mixed Use Zone, dwelling units shall be prohibited on the ground floor within 15 metres (50 feet) of the front lot line. For greater clarity, uses accessory to dwellings, such as residential lobbies and amenity space, may be permitted on the ground floor.

Evaluation: The proposal is consistent with Policy 4-1 for uses permitted within the General Commercial zone. Staff note that the General Commercial Use zone is meant to include a wider range of commercial, institutional and residential use, including larger residential multi-unit developments as detailed in the table of permitted uses in the LUB for that zoning type (Table 6.2), which notes that the number of dwelling units are not limited in number within that zoning type. This means that a development consistent with what would be permitted in the Higher Density Residential zone is also permitted within the General Commercial use zone.

Attachment D – Land Use Bylaw Amendment

MPS Section - 6.5.1 Amending the Land Use By-law & Entering into Development Agreements

Amendments to the Land Use By-law and the entering into of development agreements are processes that require careful thought. As such, Council has established a set of general criteria to consider when evaluating all Land Use By-law amendments and development agreement proposals.

Policy 6-19: Council shall not amend the Land Use By-law or enter into a development agreement unless Council is satisfied the proposal:

- (a) is consistent with the intent of this Municipal Planning Strategy;
The proposed rezoning is considered to be consistent with the intent of the MPS pursuant to Policy 6-10. (see Policy 6-10, Attachment C)
- (b) does not knowingly conflict with any Town or Provincial programs, by-laws, or regulations in effect in the municipality;
Staff do not anticipate any conflict.
- (c) is not premature or inappropriate due to:
 - i. the ability of the Town to absorb public costs related to the proposal;
No public costs are anticipated with the proposed amendments.
 - ii. impacts on existing drinking water supplies, both private and public;
Not expected.
 - iii. the adequacy of central water and sewage services or, where such services are not available, the suitability of the site to accommodate on-site water and sewage services;
Not expected.
 - iv. the creation of excessive traffic hazards or congestion on road, cycling, and pedestrian networks within, adjacent to, or leading to the proposal;
Staff note there may be a need to mitigate any potential parking and traffic concerns, which could include management measures such as signage and increased enforcement by the Town, however, at this stage of the development process and based on the supporting documentation provided by the developer including a traffic study, staff do not feel the proposal would create excessive traffic hazards or congestion on the road.
 - v. the adequacy of fire protection services and equipment;
From the level of detail known at this stage, the proposal is not considered to be premature or inappropriate, although further analysis of fire flow water capacity will be required.
 - vi. the adequacy and proximity of schools and other community facilities;
Not expected.
 - vii. impacts on UNESCO World Heritage Site statements of outstanding value (SOUV);

Staff have done a screening exercise to map any expected impacts to the WHS and its Statement of OUV, and staff are satisfied that the development would be expected to have minimal and no direct negative impacts to the WHS, with consideration given to the WHS buffer zone and wider setting.

- viii. the creation of a new, or worsening of a known, pollution problem in the area, including, but not limited to, soil erosion and siltation of watercourses;
Staff do not feel the proposed redesignation and rezoning will cause any new, or worsening of any known, pollution problems. Further, this property has been cleared for contamination by the Province.
- ix. site-specific climate change risks;
The proposed rezoning will not cause or increase any known site-specific climate change risks.
- x. the potential to create flooding or serious drainage issues, including within the proposal site and in nearby areas;
The rezoning will not cause any known flooding or drainage issues. The site is located inside of the Flood Risk Area shown on the Flood Risk Area Map, Schedule E, of the Land Use By-law. All development will be required to be in compliance with the LUB provisions regarding the Flood Risk area, particularly the requirement to place possible pollutants and sensitive infrastructure above 3.2m CGVD2013.
- xi. impacts on known habitat for species at risk;
The proposed rezoning will not have any impact on known habitat for species at risk.
- xii. impacts on the navigability and environment of Lunenburg Harbour;
The proposed rezoning will not have any impact on navigation or have any impact on Lunenburg's Harbour.
- xiii. the suitability of the site in terms of grades, soil and geological conditions, the location of watercourses and wetlands, and proximity to rights-of-way; and
Staff do not feel the proposal is premature or inappropriate due to the suitability of the site in terms of grades, soil and geological conditions, the location of watercourses and wetlands, and proximity to rights-of-way.
- xiv. land use conflicts that could place limits on existing operational procedures at existing businesses.
Not expected. Related to potential conflicts with the adjacent Marine Industrial zone, this is an existing transitional mixed residential/commercial/marine neighbourhood where those uses are currently in place.

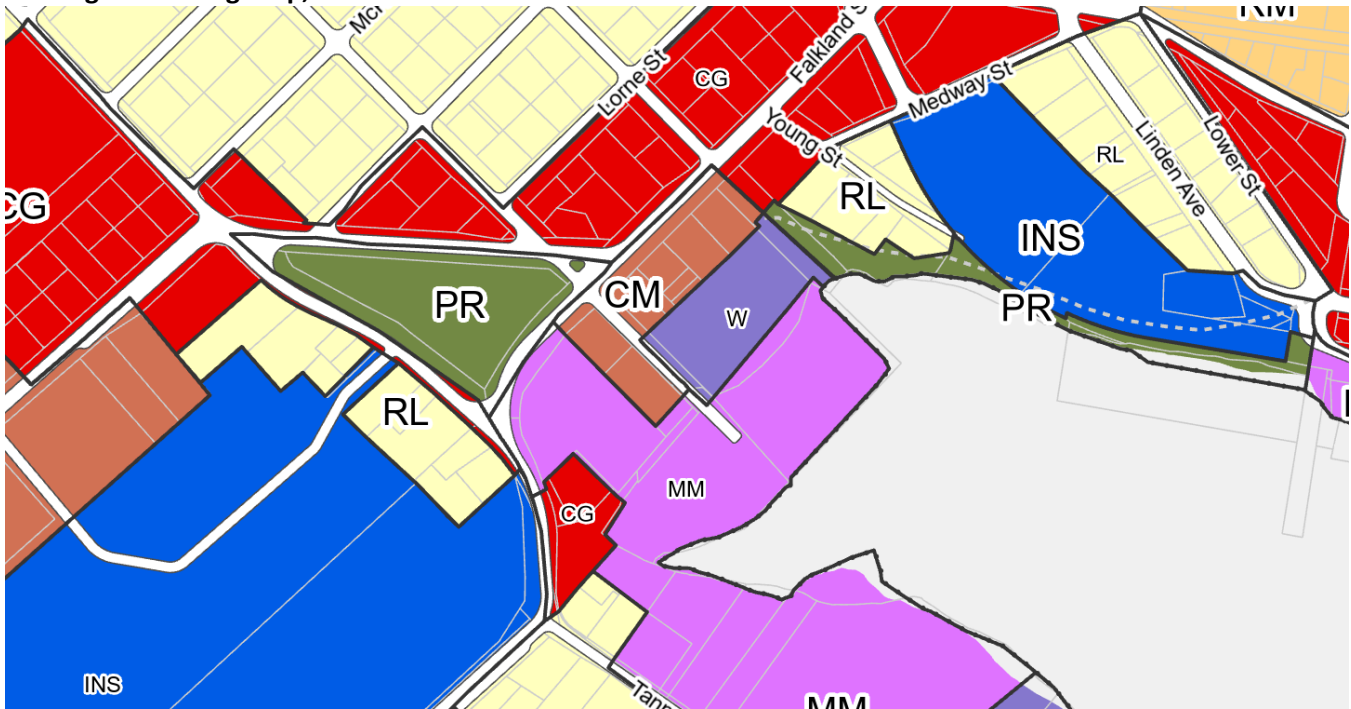
Evaluation: Staff believe the proposed rezoning meets the general criteria for amending the Land Use By-law, set out in Policy 6-19 as reviewed above.

Attachment E

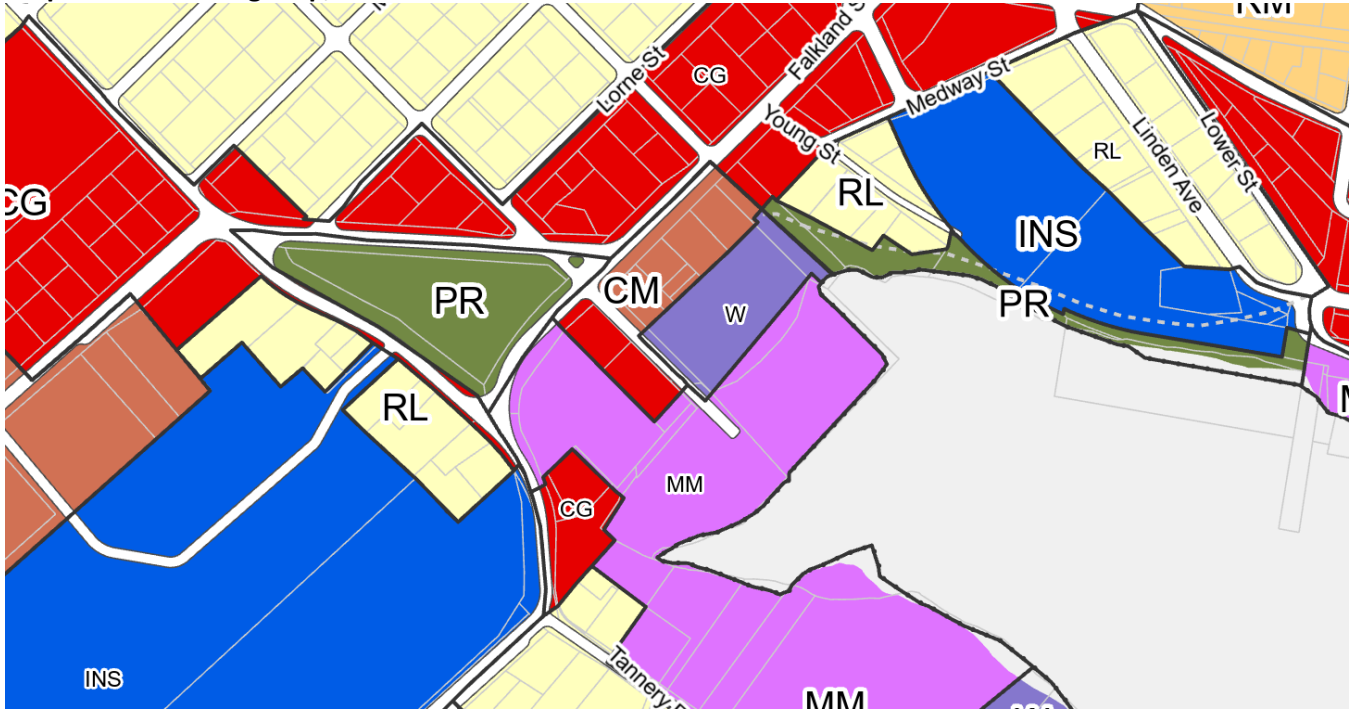
Amendments to Land Use By-law – Use Zone Map, Schedule “C”

Property:	Application:
PID 60703881 & 60703899 – Brook Street	Rezone from Commercial Mixed (CM) Use Zone to General Commercial (GC) Use Zone. Rezone PID 60703881 to Marine Form Zone from Old Town/New Town 1 Form Zone to match PID 60703899

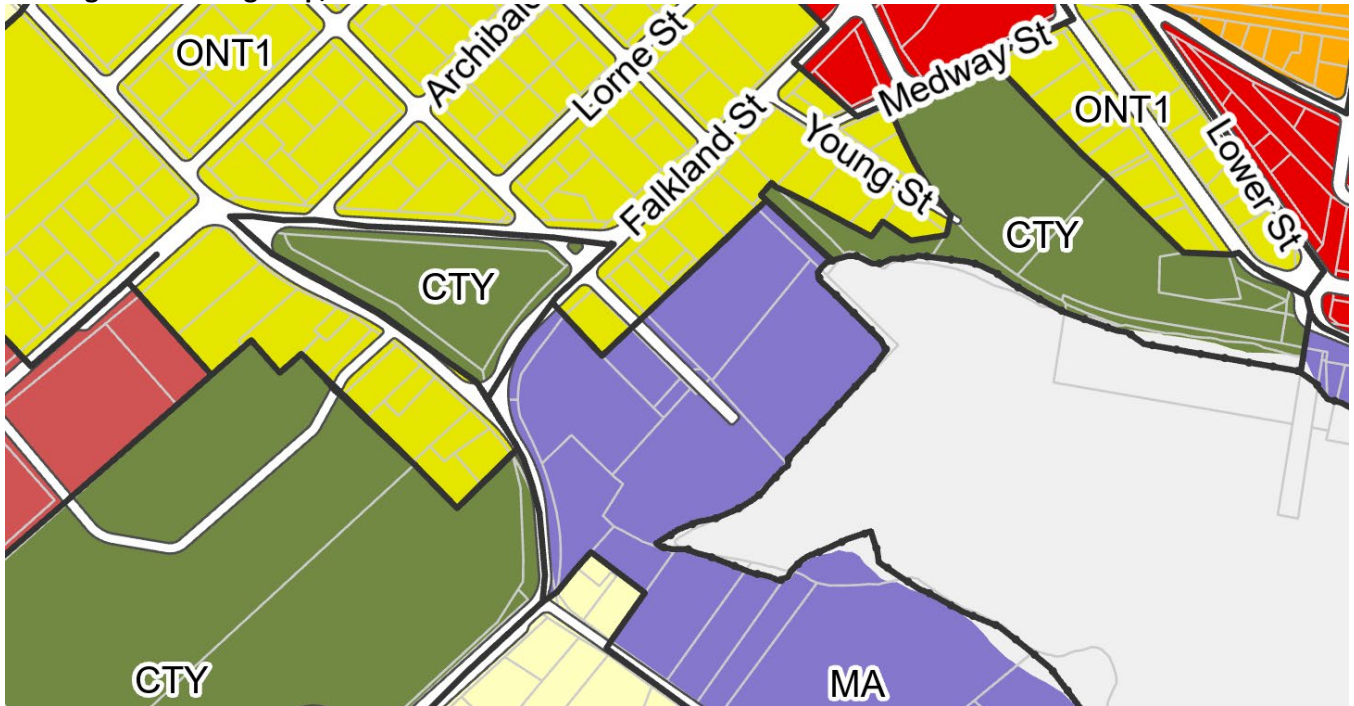
Existing Use Zoning Map, Schedule “C”:



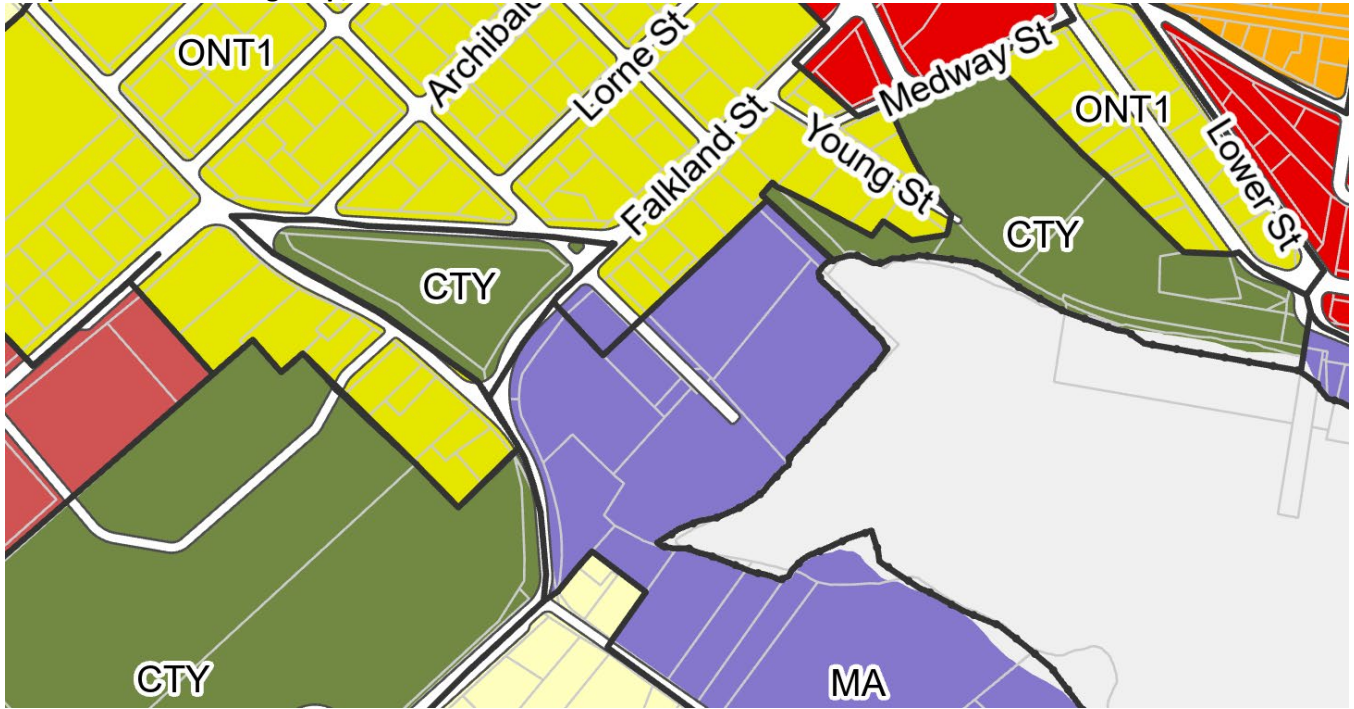
Proposed Use Zoning Map, Schedule "C":



Existing Form Zoning Map, Schedule "D":



Proposed Form Zoning Map, Schedule "D":



Attachment F

Review of Provincial Interest Statements and Lunenburg County Accessibility Plan

Provincial Interest Statements	
<p>Statement 1: Drinking Water</p> <p>Goal: To protect the quality of drinking water within municipal water supply watersheds.</p>	<p>The proposed rezoning of the subject lands will not affect Provincial Interest Statement 1. The quality of Dares Lake Watershed will not be affected by the proposed rezoning.</p>
<p>Statement 2: Flood Risk Areas</p> <p>GOAL: To protect public safety and property and to reduce the requirement for flood control works and flood damage restoration in floodplains.</p>	<p>The proposed rezoning will not have a direct impact on the Flood Risk Areas as identified on the Flood Risk Area Map, Schedule E, of the Land Use By-law and will not affect Provincial Interest Statement 2. The lands are located inside of the Flood Risk Area as identified on the Flood Risk Area Map, but appropriate mitigation measures are being proposed, in keeping with the MPS/LUB.</p>
<p>Statement 3: Agricultural Land</p> <p>GOAL: To protect agricultural land for the development of a viable and sustainable agriculture and food industry.</p>	<p>The proposed rezoning of the subject lands will not affect Provincial Interest Statement 3.</p>
<p>Statement 4: Infrastructure</p> <p>GOAL: To make efficient use of municipal water supply and municipal wastewater disposal systems.</p>	<p>The proposed rezoning will not affect Provincial Interest Statement 4. The proposed amendment is in keeping with Statement 4 with regards to water supply and wastewater disposal.</p>
<p>Statement 5: Housing</p> <p>GOAL: To provide housing opportunities to meet the needs of all Nova Scotians.</p>	<p>The purpose of the rezoning request is to permit the creation of approximately 65 dwelling units. As such, the proposed amendment is in keeping with Statement 5.</p>

Review amendment through an accessible lens	
<p>Review amendment with a focus on equity, diversity, and inclusion.</p>	<p>This amendment is a rezoning of the use of land and will not negatively impact issues pertaining to equity, diversity, and inclusion.</p>

Attachment G

Marine Form Zone Review

The Marine Form Zone exhibits a range of built forms and architectural expressions. Existing development includes traditional waterfront industrial structures such as warehouses and boatbuilding facilities, as well as residential and mixed-use buildings that contribute to a varied streetscape and skyline. This pattern demonstrates that the Marine Form Zone is not characterized by a singular, homogeneous built form, but by a heterogeneous composition that reflects the layered history and evolving use of the waterfront.

The proposed multi-unit building aligns with this existing diversity in form. The inclusion of a mansard roof reflects established residential typologies already present within the Marine Form Zone.



Figure 1 Tannery Road Streetscape with varied form in residential and industrial/warehouse within Marine Form Zone



Figure 2 Montague Streetscape, Mansard Roof Residential within Marine Form Zone

February 27, 2025

Solterre Design

11 Lincoln Street, Suite 100
Lunenburg, Nova Scotia, B0J 2C0

Attention: Jennifer Corson, M. Arch. NSAA

RE: Foundry Lands Multi-Unit Development – Theoretical Servicing Review

Introduction

Solterre Design is currently proposing a new development at Falkland Street and Brook Street in Lunenburg, Nova Scotia (PID: 60703881 and 60703899). The proposed multi-unit building is expected to contain 65 residential units. DesignPoint understands that Solterre has recently submitted a rezoning request (request number: TL-AM2024-001) to rezone from mixed-use commercial use to general commercial use for these two lots. This request also covers a form zone rezone on PID 60703881 to change the form from Old Town/New Town 1 to Marine.



To consider these rezoning requests, the Town of Lunenburg has requested a preliminary review of the theoretical water, storm, and sanitary flows for the proposed development. This review is based on the latest floor plans provided by Solterre and have been enclosed with this letter.

Water Flows

A preliminary review was completed to determine the theoretical domestic and fire flows for the proposed development. In accordance with the 2021 edition of the Town of Lunenburg Specifications for Subdivision, the following criteria was used to calculate the theoretical water demands for domestic water for the proposed development:

- Average Water Demand of 410 L/capita/day;
- 2.25 people per Multi-Unit Residential Unit;
- Maximum daily demand of 909 L/capita/day;
- Maximum hourly demand of 1364 L/capita/day;

Using the above criteria, the following theoretical domestic water demands were calculated:

Area of Interest	Res. Units	Tot. Pop. "P" @ 2.25 PPU	Average Water Demand (@ 410 L/capita/day)	Average Water Demand (@ 410 L/capita/day)	Max. Hourly Demand (@ 1364 L/capita/day)	Max. Daily Demand (@ 909 L/capita/day)	Max. Daily Demand (@ 909 L/capita/day)	Max. Hourly Demand (@ 1364 L/capita/day)
	Units	People	(L/day)	(L/min)	(L/day)	(L/min)	(L/day)	(L/min)
Proposed Development	65	146	59963	41.6	132941	92.3	199485	138.5

The Town of Lunenburg Specifications for Subdivision specifies that the fire flow demands must meet the requirements as set out by the Fire Underwriter’s Survey publication “Water Supply for Public Fire Protection: A Guide to Recommended Practice”. During detailed design of the building structure, the mechanical consultant or sprinkler designer will determine the actual fire flow required based on the applicable construction methods as laid out in the Fire Underwriter’s Survey. Additionally, a hydrant flow test will be completed to establish the available fire flow within the local municipal water system. In the detailed design phase of this project, it will be required that the owner confirm that this required fire flow can be met based on the available flow.

Stormwater Flows

A high-level stormwater management review was completed for the proposed development in accordance with the requirements of the Town of Lunenburg and Nova Scotia Environment and Climate Change (NSECC). A preliminary hydrologic/hydraulic stormwater model was created using HydroCAD to determine the approximate storage volumes required to balance pre- and post-development stormwater flows for the 5, 10, 25, 50, and 100-year storm events. Please see below tables indicating the surface classifications and flow conditions for pre- and post-development.

PRE-DEVELOPMENT	
SURFACE CLASSIFICATION	
TYPE	AREA (m ²)
ASPHALT	846
BUILDING	84
LANDSCAPED	370
GRAVEL	337

POST-DEVELOPMENT	
SURFACE CLASSIFICATION	
TYPE	AREA (m ²)
ASPHALT/SIDEWALK	795
BUILDING	776
LANDSCAPED	66

RETURN EVENT	FLOW (L/S)	
	PRE	POST
1:5YR	27	29
1:10YR	32	33
1:25YR	38	39
1:50YR	42	43
1:100YR	46	47

As we are not dealing with a greenfield, the weighted CN value for this site remains relatively similar for pre- and post-development conditions (93 and 97, respectively). Preliminary storm calculations have indicated that storage will likely not be required to balance pre- and post-development runoff flows.

Wastewater Flows

For the purposes of this letter, we have calculated the theoretical wastewater flows based on 65 residential units. For this floor plan option, there are a total of 33 1-bedroom units, 13 2-bedroom units, 10 3-bedroom units, and 9 bachelor units.

The calculation table enclosed uses the following criteria to determine the theoretical peak wet weather flow for this development. This criteria was obtained from the 2021 edition of Town of Lunenburg Specifications for Subdivisions.

- Wastewater generation rate of 340 L/person/day for residential dwellings;
- 2.25 people per Multi-Unit Residential Unit;
- Inflow and Infiltration allowance of 0.14 L/ha/day;
- Factor of Safety of 1;

Using the criteria above, the resulting theoretical PWWF for this development is approximately **2.4 L/s (210 547 L/day)**. Please note that a downstream wastewater capacity study has not been completed as part of this work.

Closing

Please reach out should you have any questions or should you require any additional information.

Thank you,
DesignPoint Engineering & Surveying Ltd.



Neil Fougere, P.Eng.
Senior Engineer & Principal

Enclosures:
Solterre Floor Plans dated January 8, 2025
Sanitary Calculations

Foundry Lands - Preliminary Sanitary and Water Servicing Review

Thursday, February 27, 2025



THEORETICAL SANITARY FLOWS																
TRIBUTARY AREAS	Total Area	Res Units	Tot. Pop. "P" @ 2.25 PPU	Domestic Load	Average Dry Weather	Average Dry Weather	Harmon Peaking	Peak Dry Weather	Peak Dry Weather	Safety Factor	Peak Dry Weather incl SF	I/I Allowance	I/I Allowance	I/I Loading incl SF	Peak Wet Weather	Peak Wet Weather
	(Ha)	Units	People	(L/day)	(L/day)	(L/s)	Factor	(L/day)	(L/s)		(L/s)	(L/Ha/day)	(L/Ha/s)	(L/s)	(L/s)	(L/day)
Proposed Development	0.16	65	146	340	49725	0.58	4.19	208575	2.4	1	2.4	12096.00	0.14	0.02	2.4	210547.0

THEORETICAL WATER DEMAND								
Area of Interest	Res Units	Tot. Pop. "P" @ 2.25 PPU	Average Water Demand (@ 410 L/capita/day)	Average Water Demand (@ 410 L/capita/day)	Max. Hourly Demand (@ 1364 L/capita/day)	Max. Daily Demand (@ 909 L/capita/day)	Max. Daily Demand (@ 909 L/capita/day)	Max. Hourly Demand (@ 1364 L/capita/day)
	Units	People	(L/day)	(L/min)	(L/day)	(L/min)	(L/day)	(L/min)
Proposed Development	65	146	59963	41.6	132941	92.3	199485	138.5



CONSULTANT:

GENERAL NOTES:

*ALL WORK IS TO CONFORM AT A MINIMUM TO THE NATIONAL BUILDING CODE OF CANADA, LATEST EDITION, AND ALL OTHER APPLICABLE CODES, BYLAWS, AND OTHER LEGAL REQUIREMENTS. ALL AIR SEATING NOTES SHOWN IN RED AND UNDERLINED.

NOT FOR CONSTRUCTION

REVISIONS:

NO.	DESCRIPTION	DATE
11		
10		
9		
8		
7		
6		
5		
4		
3		
2		
1		

Date: _____ Project: _____

Drawn By: _____

Checked By: _____

Design Approved By: _____

Client: _____

Project Name: _____

Project Location: _____

Drawing: _____

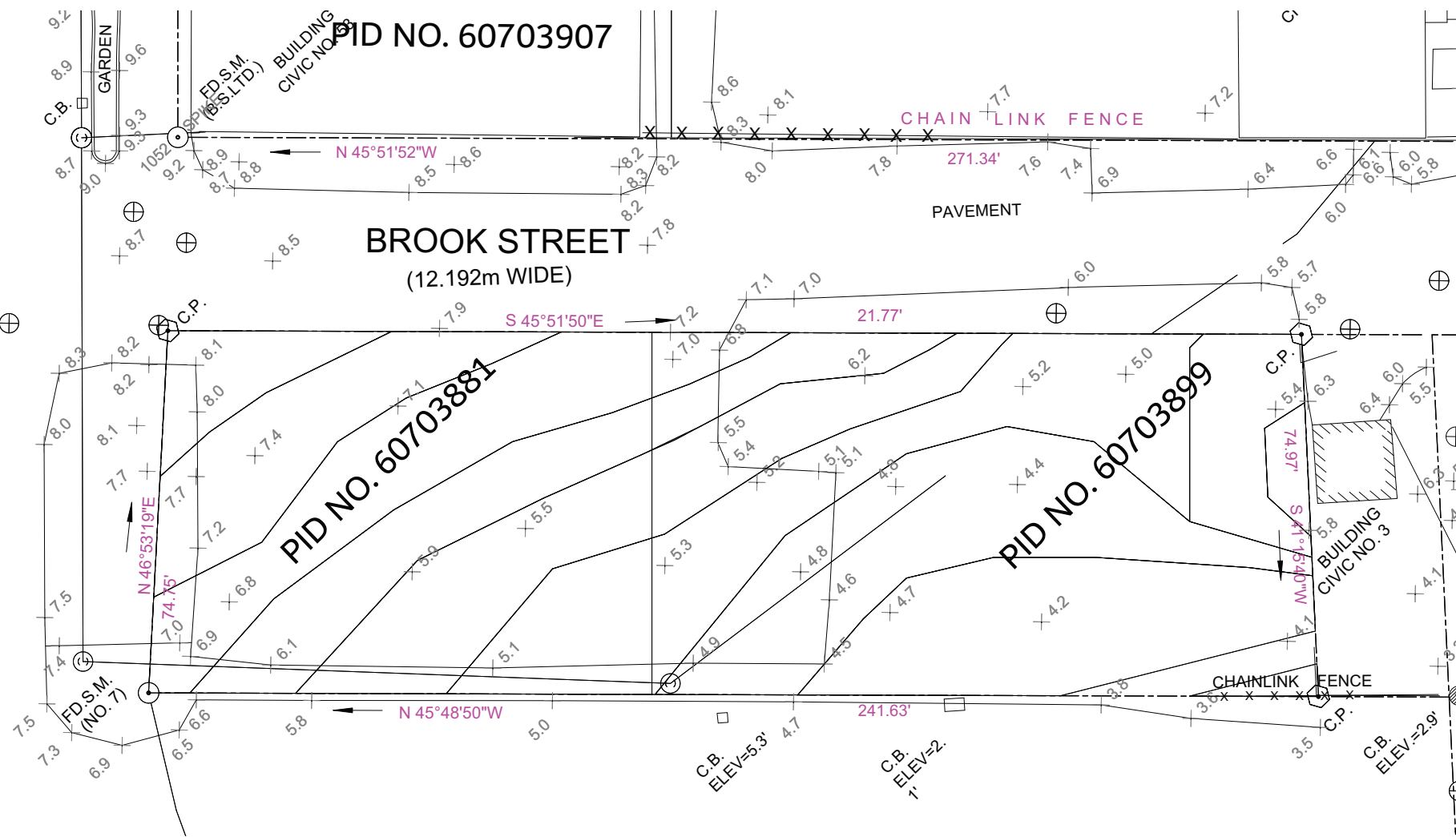
Scale: 3/32" = 1'-0"

Date: 27 February 2025

Project No.: 2299

A100

TO TANNERY ROAD





CONSULTANT:

GENERAL NOTES:

*ALL WORK IS TO CONFORM AT A MINIMUM TO THE NATIONAL BUILDING CODE OF CANADA, LATEST EDITION, AND ALL OTHER APPLICABLE CODES, BYLAWS, AND OTHER LEGAL REQUIREMENTS. ALL AIR SEATING NOTES SHOWN IN RED AND UNDERLINED.

NOT FOR CONSTRUCTION

REVISIONS:

NO.	DESCRIPTION
11	
10	
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3	
2	
1	
0	

Date: _____ Project: _____

Drawn: _____

Drawn By: Derrick Pilon
Drawing Approved By: Jennifer Corson

Client: _____

Project Name: LUNENBURG - MULT-RESIDENTIAL BUILDING

Project Location: LUNENBURG, NOVA SCOTIA

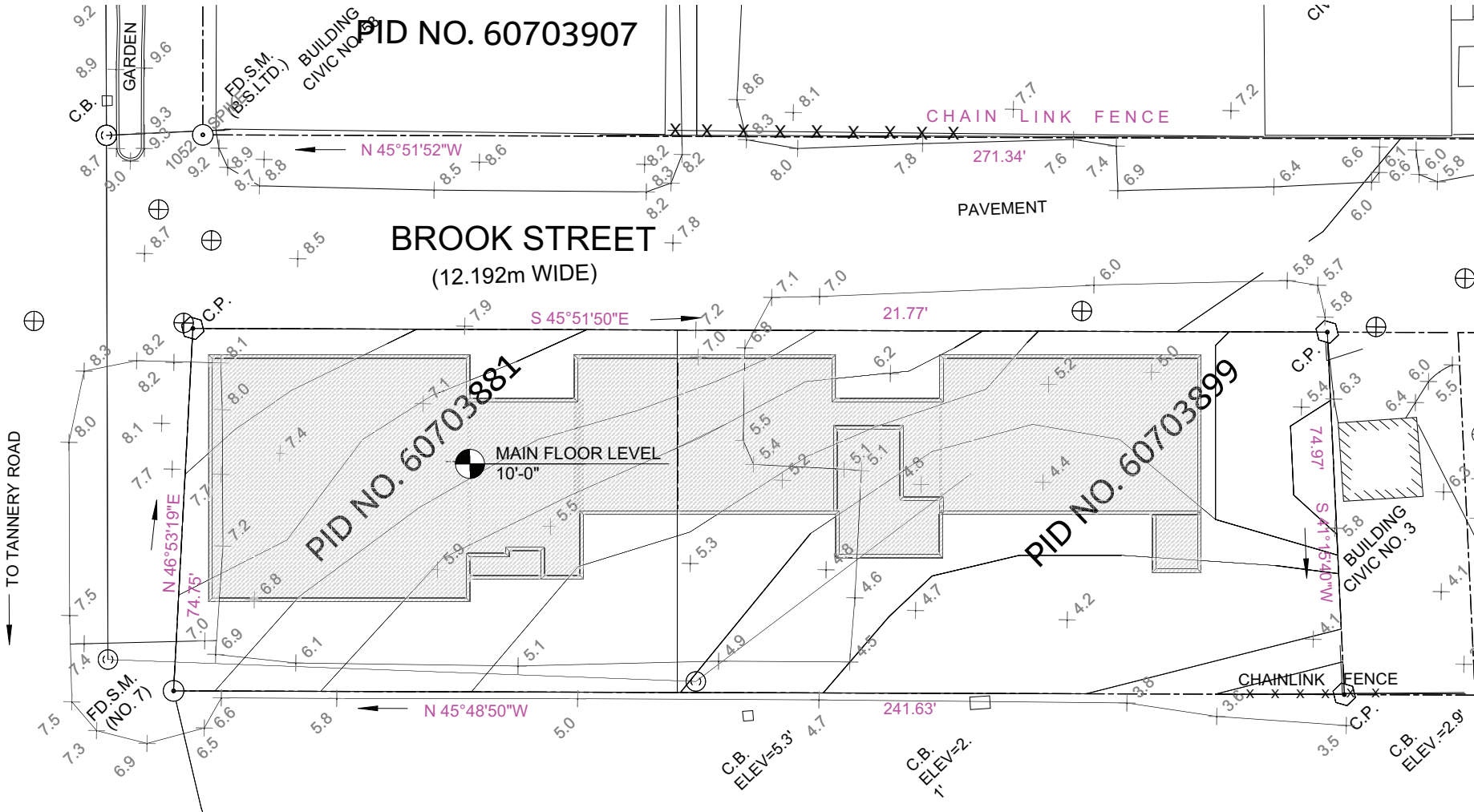
Drawing: CGVD 2013

Scale: 3/32" = 1'-0"

Date: 27 February 2025

Project No.: 2299

A100



TO TANNERY ROAD

3 CGVD 2013
Scale: 3/32" = 1'-0"



James J. Copeland, P.Eng., RSP1
GRIFFIN transportation group inc.
30 Bonny View Drive
Fall River, NS B2T 1R2

February 27, 2025

Att: Jennifer Corson, M.Arch., NSAA
Solterre Design
11 Lincoln Street, Suite 100
Lunenburg, NS B0J 2C0

RE: Transportation Impact Statement - Proposed Residential Development - Brook Street

1.0 INTRODUCTION

1.1 – Overview

At the request of *Solterre Design*, the GRIFFIN transportation group inc. (GRIFFIN) has carried out a qualitative Stage 1 Transportation Impact Assessment in support of the planning application being submitted to the Town of Lunenburg (Town) for a new residential multi-unit building on an assembly of properties along Brook Street that include PID #60703899 and #60703881. The subject lands are located in the southeast quadrant of the Falkland Street / Brook-Victoria Street intersection, generally south of the Town's downtown area. The location of these lands is contained in *Figure 1*.

The subject lands are currently vacant with the exception of a small accessory building situated on the civic #9 property. The two properties have an approximate area of about 0.5 acres yet have differing land use zones within the Town of Lunenburg, including:

- PID #60703899 (civic #9): Mixed Use – Marine – LZ 4 (CM-MA-L4)
- PID #60703881: Mixed Use – Old Town_New Town 1 – LZ 4 (CM-ONT1-L4)

This area of the Town is strategically located between the downtown and waterfront areas to the north, and a school and community centre to the south. Thus, there is an opportunity for the Town to enhance the walkability and active transportation connectivity between these two key destinations; however, this will require investments from the Town to provide safe and well-connected facilities to accommodate such travel. This is discussed in more detail later in this letter.

Figure 1: Location of Subject Lands



Source: HRM GIS Maps

1.2 – Terms of Reference

Our qualitative Stage 1 transportation impact assessment of the proposed development is discussed in the following Sections. Since the Town does not have established traffic impact study guidelines, GRIFFIN has completed their work following Nova Scotia Department of Public Works (NSDPW) and Halifax Regional Municipality (HRM) traffic impact and transportation mobility study guidelines. In addition, GRIFFIN has applied the latest guiding principles published by the Institute of Transportation Engineers (ITE), and Transportation Association of Canada (TAC).

2.0 STUDY AREA AND SITE CONTEXT

2.1 – Roadway Layout Overview

The subject lands have direct frontage along two of the Town’s public streets. To the west the property is bounded by Falkland Street. This two-lane, two-way street is generally aligned in a north-south direction and provides a key road connection to/from the Town’s downtown and waterfront areas.

Brook Street forms the north property boundary. It is generally aligned in an east-west direction and also has a two-lane, two-way cross-section. This street terminates immediately east of

Falkland Street and is only about 90m long. There is no formal cul-de-sac at the terminus and there is no concrete curb-and-gutter to delineate the vehicle lanes.

Brook Street intersects with Falkland Street as a four-leg, two-way stop-controlled intersection. Stop-control is on the Brook-Victoria Street legs, while Falkland Street is free-flow. Again, there is no raised concrete curb-and-gutter to delineate the corner radii and no protection for pedestrians and active users. This represents a significant road safety risk for vulnerable road users traversing this intersection.

2.2 – Existing Vehicle Demand

The Town recently commissioned a traffic and parking study in 2024. As part of this work, current peak hour traffic volumes were gathered at key intersection locations. The nearest intersection to the subject property that was included in the Town’s study was the Falkland Street / Dufferin-Lincoln Street intersection. Weekday AM and PM peak period traffic counts were gathered at this intersection, by others, in May 2024 and are considered to be relevant and representative for this qualitative assessment. A summary of the Town’s two-way volumes recorded on Falkland Street northeast of the subject lands is provided in *Table 1*.

Table 1: Observed May 2024 Traffic Volumes – Falkland Street (vph)

	AM Peak Hour ^A	PM Peak Hour ^A	Daily Volume ^B
Falkland Street Northbound Entering Dufferin Intersection	334 vph	268 vph	-
Falkland Street Southbound Leaving Dufferin Intersection	283 vph	332 vph	-
Falkland Street – Two-way Volume	617 vph	600 vph	6,000-6,200 ADT

A – Volumes documented in Town’s 2025 Traffic and Parking Study.

B – Estimate of average daily traffic (ADT) by GRIFFIN using industry best practices.

The peak travel direction during the morning commuter peak is northbound toward the downtown area, and a similar volume departs the downtown area during the afternoon peak. The Falkland Street corridor appears to experience consistent hourly volumes throughout the weekday peak time periods with balanced peak directional flows¹. The two-way peak travel demand is about 600 vehicles/hour (vph) which is well below the capacity of this two-lane, two-way street – suggesting there is residual capacity to accommodate some additional traffic growth in the future. GRIFFIN used industry best practices to estimate the two-way average daily traffic (ADT) volume along Falkland Street which was determined to be about 6,000-6,200 vehicles.

¹ Falkland Street experiences a similar magnitude of peak directional traffic flow toward the downtown area during weekday morning peak periods as is experienced outbound from the downtown during the afternoon peak period.

2.3 – Other Travel Mode Options

The following is a summary of the current travel mode options other than the commuter vehicle:

- *Sidewalks:* Pedestrians are accommodated via a concrete sidewalk facility along the west side of Falkland Street. A signed and marked crosswalk facilitates pedestrian movement across Falkland Street at the Brook Street intersection but there is no raised curb and gutter or pedestrian refuge on either side of this street – exposing vulnerable road users to significant safety risk.
- *Cycling:* There is no defined cycling facility in the study area. It appears that cyclists traveling through the study area – particularly along the Falkland Street corridor – must mix with vehicle traffic and within the vehicle lanes. This exposes users of small-wheeled devices to a significant degree of safety risk.

Given the level of pedestrian activity throughout the urban parts of the Town – particularly during the summer tourist season – there is a need for the Town to provide convenient and well-connected active transportation facilities to minimize the risk to these vulnerable road users.

3.0 THE PROPOSED DEVELOPMENT

3.1 - Overview

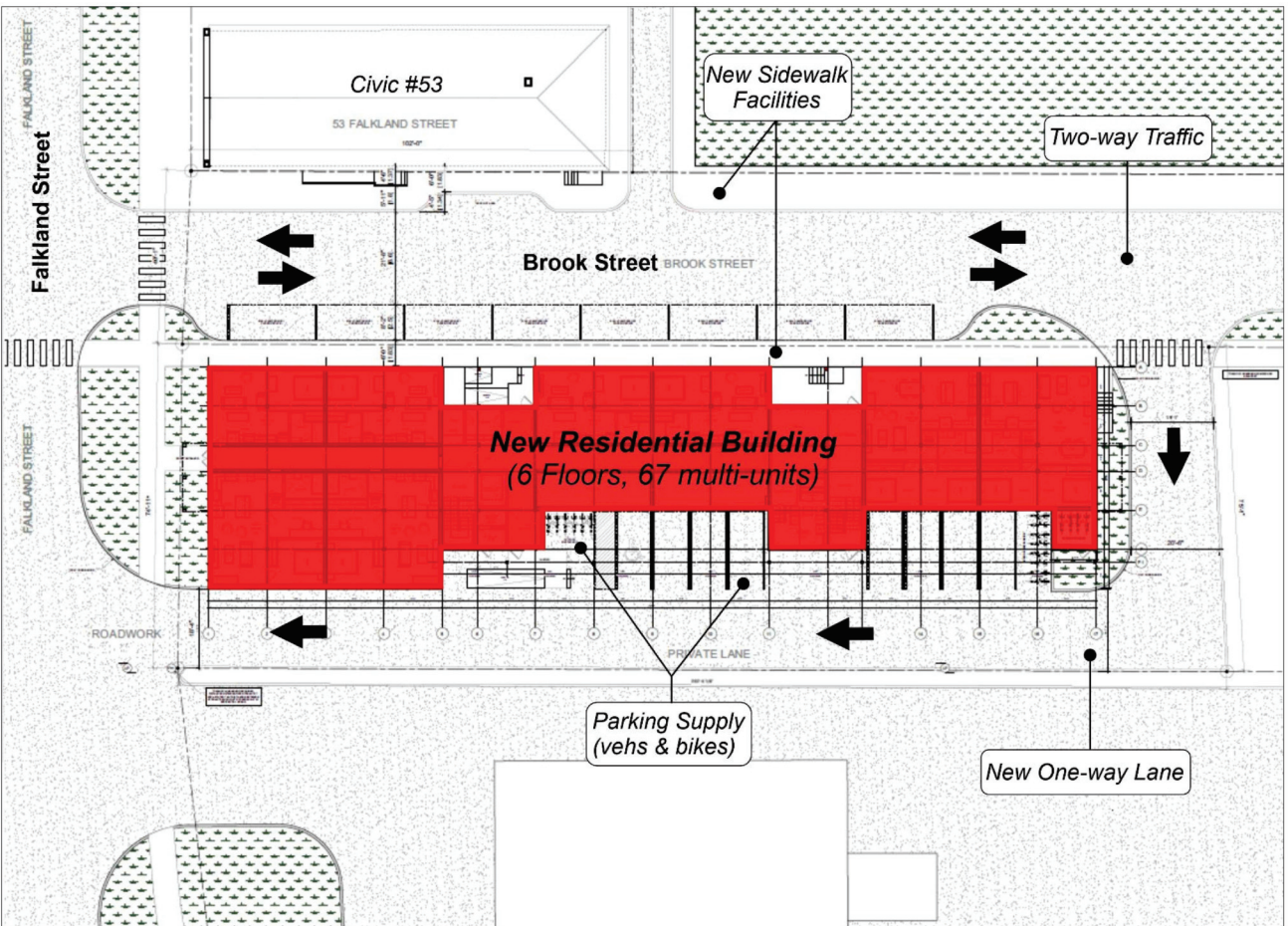
The proponent has plans to assemble two properties along Brook Street, east of Falkland Street, which include PID's #60703899 and #60703881. The combined area of these two properties is about 0.5 acres. The assembled properties are being planned to accommodate a new residential building which will have six floors and contain up to 67 multi-unit, apartment-style units. This will result in a residential density of over 100 units/acre. The proposed concept plan is shown in *Figure 2*.

3.2 – Transportation Access and Connectivity

As shown on the site plan concept sketch, vehicles will be allowed to circulate completely around all faces of the new building. A new street-scape will be implemented along Brook Street that will accommodate two-way vehicle flow, plus one-way circulation along the east and south sides of the building. Thus, residents will only be permitted to drive their vehicle to the site via Brook Street; however, they can depart the site via both Brook Street and the one-way lane.

Pedestrian and walking trips are facilitated via the sidewalk along the north and west sides of the building. Residents can enter/exit the building via multiple access points along the north, south and west sides of the building. Formal crosswalks, accessible crosswalk features, and proper concrete curb and gutters at the Falkland Street / Brook Street intersection are required to be designed and installed following Transportation Association of Canada (TAC) guidelines.

Figure 2: Proposed Site Plan Concept Sketch



Source: Solterre Design / GRIFIN

3.3 – Proposed Parking

Vehicle parking supply will be provided as part of this new development and the goal of the proponent is to generally meet the spirit of the Town’s Municipal Planning Strategy (MPS). Given the type of land use (multi-unit residential), in a location near the downtown services and amenities, as well as the walkability of this area, it appeared suitable to only offer a minimum vehicle parking supply. This also follows the Institute of Transportation Engineer’s (ITE) Smart Growth principles and guidelines.

The following parking supply is proposed to serve the new residents:

- *Vehicle Parking:* All parking spaces will be provided as surface parking immediately adjacent to the proposed building, including up to 8 parallel spaces on Brook Street and 8 perpendicular spaces along the one-way lane on the south side of the building.
- *Bicycle Parking:* The proponent has plans to provide indoor and outdoor bicycle parking for residents along with supporting infrastructure to accommodate e-bikes and e-scooters.
- *Community Transportation:* The vehicle surface parking supply proposed on the property will include one dedicated space for a community car share vehicle, when in use by residents of the new building. In addition, curb space can be provided for the Lunenburg County Community Wheels on-demand transit service.

Due to the relatively high degree of residential density on this property it is imperative that adequate curb space be managed and reserved for short duration delivery services such as community transit vehicles, parcel delivery (eg. Amazon), food delivery (eg. Door Dash), ride hail services (eg. Uber), and so forth. The preferred location for these short duration parking needs is along Brook Street. The location of the on-street parking spaces should allow for a buffer space both up and downstream of all intersections to provide adequate visibility for drivers and pedestrians at these junctions – as shown conceptually in *Figure 2* as corner curb extensions. Further, regulatory “No Parking” signs should be installed along Falkland Street due to the limited amount of curb space along the east property frontage.

4.0 NEW SITE-GENERATED TRIPS

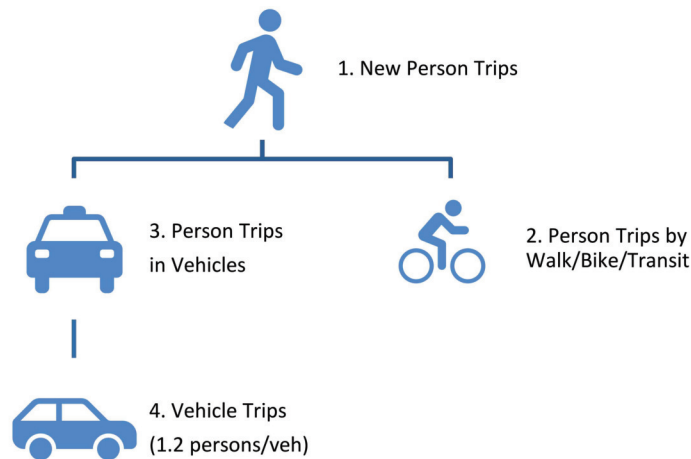
4.1 – Overview

As discussed in the previous Section, the proponent has plans to build a new six-floor residential building which will increase the density of development in this area. The process of determining the number of new trips generated by the proposed development begins with quantifying the number of new person trips expected to move to/from the new building, then identify the number of trips made by each travel mode. For the purposes of this impact assessment, GRIFFIN has focused on two key travel modes including:

- Travel via vehicles, and.
- Travel via walking and biking.

GRIFFIN followed the latest industry best practices and Institute of Transportation Engineers (ITE) recommended guidelines to quantify the amount of total person trips as well as the travel expected by these two modal categories. The process is generally illustrated in *Figure 3*.

Figure 3: Trip Generation Calculation Process



4.2 – New Peak Hour Person Trips

As noted earlier, the proponent has plans to construct a six-floor multi-unit residential building. ITE's *Trip Generation Manual, 11th Edition* categorizes this building height as a mid-rise building, and their empirical research findings suggest that as the building height increases, the amount of per unit vehicle trips decreases. To provide a more conservative and slightly worst-case assessment; however, GRIFFIN has elected to use the higher trip rates associated with a low-rise residential building. The low-rise residential land use contained in the Trip Generation Manual is described as *Multifamily Housing (Low-Rise) Not Close to Rail Transit – Land Use Code 220*.

Since the proposed development will be in an urban area adjacent to the downtown district, it appeared appropriate to utilize ITE's published trip rates contained in their Volume 2 document which contains empirical data for urban areas. ITE has assembled a reasonable number of research data gathered across North America to be able to quantify estimates for various modes, including walking, cycling, and vehicle travel.

The detailed person trip generation calculations for a new low-rise residential multi-unit building are provided in *Table 2*.

Table 2: Trip Generation for the Proposed Residential Development – Person Trips

	Size	Person Trip Rate	New Person Trips / Hour		
			In	Out	Total
AM Peak Hour					
Person Trips: ITE LUC 220	67 units	0.66/unit ^A	8 (19%)	36 (81%)	44
AM Peak - Total Person Trips			8	36	44
PM Peak Hour					
Person Trips: ITE LUC 220	67 units	0.54/unit ^A	24 (66%)	12 (34%)	36
PM Peak - Total Person Trips			24	12	36

A – ITE’s regression formula used to determine the per unit trip rate.

Based on the results contained in *Table 2*, the proposed development is expected to generate the following new peak hour person trips:

- *Weekday AM Peak Hour*: 44 new person trips/hour (8 inbound and 36 outbound)
- *Weekday PM Peak Hour*: 36 new person trips/hour (24 inbound and 12 outbound)

These person trips are expected to predominantly move via walking, cycling and other small-wheeled devices, commuter cars as drivers and passengers, and ride-share services.

4.3 – Modal Breakdown of Peak Hour Person Trips

A breakdown of the key travel modes occurring during weekday peak hours was then prepared using ITE’s empirical data. As noted earlier, our assessment has only focused on the most common modes of travel, and focused on the amount of peak hour person trips traveling to/from the new development. A breakdown of the estimated demand via the common modes of travel is contained in *Table 3*.

Table 3: Person Trips by Travel Mode

	Size	Person Trip Rate	New Person Trips / Hour		
			In	Out	Total
AM Peak Hour					
Person Trips – By Vehicle: ITE LUC 220	67 units	0.48/unit	4 (10%)	28 (90%)	32
Person Trips – Walk/Bike:	67 units	0.18/unit	4 (33%)	8 (67%)	12
AM Peak – Total Person Trips^A			8	36	44
PM Peak Hour					
Person Trips – By Vehicle: ITE LUC 220	67 units	0.33/unit	20 (90%)	2 (10%)	22
Person Trips – Walk/Bike:	67 units	0.21/unit	4 (29%)	10 (71%)	14
PM Peak – Total Person Trips^A			24	12	36

A – Person trip values taken from *Table 2*.

As shown in *Table 3*, the number of person trips traveling by vehicle were calculated using ITE's published trip rates and typical vehicle occupancy rates. These trips were then subtracted from the total person trips, presented in the previous Section (*Table 2*). The remainder of the person trips were assumed to move to/from the new development via the walking or biking modes of travel since there is currently no public transit service offered in this area of the Municipality.

Based on ITE's empirical data for a low-rise residential development, we can expect about 25% to 35% of the person trips moving to/from the site to be comprised of the walking and biking modes. Thus, a larger portion of the site-generated person trips are expected to travel by vehicle, either as a driver, as a passenger (rideshare), or by hired drivers (i.e. taxi, Uber, etc.). Of course, to help maximize travel by active modes there is a need for the Town to continuously invest in active transportation facilities in the area such as accessible sidewalks and multi-use pathways.

4.4 – New Peak Hour Vehicle Trips

The next step in the trip generation process involved the calculation of the number of new vehicles that will move in/out of the proposed development. GRIFFIN reviewed research data regarding the typical expected vehicle occupancy – or the number of persons that travel within a car during peak commuter times – and applied this information to this study. Generally, commuter vehicles contain an approximate average of 1.2 persons per vehicle during peak times of the day.

Applying a 1.2 persons/vehicle factor to the person trips moving via vehicle (*Table 3*) provides the following new vehicle estimates associated with the new development:

- *Weekday AM Peak Hour*: 27 new vehicle trips/hour (3 inbound and 24 outbound)
- *Weekday PM Peak Hour*: 19 new vehicle trips/hour (17 inbound and 2 outbound)

This volume of new vehicles equates to adding about one new vehicle to the study area roads and intersections every two to three minutes. Therefore, only a minor and limited impact is expected on the operational performance of traffic flow along the Falkland Street corridor.

5.0 CONCLUDING THOUGHTS

The following conclusions were gleaned from the qualitative traffic impact assessment of the proposed redevelopment adjacent to the Falkland Street / Brook Street intersection:

- *The Development*: The proponent has plans to build a new six-floor residential building containing up to 67 multi-unit apartment-style units. The building is proposed to occupy the majority of the subject lands. Brook Street will continue to accommodate two-way traffic flow and will be the main access point for new residents. In addition, the proponent has plans to provide a one-way lane that will circulate the building in a clockwise direction. Thus, a new driveway will connect to Falkland Street near the southwest corner of the

development – accommodating outbound/exiting traffic. The proposed development will increase the residential density of this area and appears to be strategically located within a short walking distance of the downtown businesses and services, as well as the school and community centre. The location and type of development is well suited to promote and encourage active transportation trips with less reliance on single-occupant vehicle trips.

- *New Vehicle Trips:* GRIFFIN has examined the future site-generated person trips moving to/from the proposed development via walking, biking, and vehicle modes. Trip rates contained in ITE's 11th Edition Trip Generation Manual were used to estimate the weekday morning and afternoon site-generated trips. In summary, the proposed new residential development is expected to generate up to **27 new vehicle trips/hour** (3 inbound and 24 outbound) during the weekday morning peak period, and **19 new vehicle trips/hour** (17 inbound and 2 outbound) during the weekday afternoon peak period.

If we examine all person trips, the ITE empirical data suggests that approximately 65-75% of all new site-generated person-trips will travel by vehicle and the remaining 25-35% will move via the walk and bike modes. The relatively low number of vehicle trips generated by the proposed development is expected to only have a minor and acceptable traffic operational impact on the study area streets and adjacent intersections. Thus, no infrastructure or traffic control upgrades are expected to be required within the planning horizon of this study.

- *Active Transportation:* To improve connectivity for active transportation users a continuous sidewalk connection should be provided along the north side of the building to link the building entrances to a new and improved system of sidewalks and/or multi-use pathway(s) (MUP) along the Falkland Street corridor. To improve vulnerable road user safety – and reduce liability for the Town – proper raised curb and gutters with defined corner radii and bulb-outs should be installed at the study area intersections. This work should be part of a broader effort by the Town to implement a safe, secure, well-connected, and clearly marked active transportation route from the school/community centre area to the downtown/waterfront area. It is imperative that the design of all active transportation facilities incorporate accessible features including such things as wide sidewalks (>1.8m) – or a wide MUP in place of a sidewalk – wide curb ramps, tactile warning indicators, curb extensions, and so forth such that public right-of-way accessibility guidelines (PROWAG) are met.
- *New Streetscape and Laneway:* Brook Street and the new one-way lane should be designed to have a human-scale feel and provide good connectivity to active transportation movements to/from the building entrances. A portion of the available curb space along Brook Street should be managed for short duration delivery services such as parcel delivery (eg. Amazon), food delivery (eg. Skip the Dishes), ride hail services (eg.

taxi/Uber), and so forth. In addition, the proponent's geometric design team should work with the Municipality to identify an appropriate design vehicle to ensure the design of the one-way lane can adequately accommodate the turning requirements of this vehicle size. All road design elements should follow the latest TAC geometric design guidelines.

6.0 CLOSING

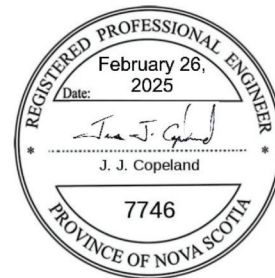
The findings flowing from this qualitative traffic impact statement suggest the change in vehicle trips moving in/out of a new 67-unit residential development along Brook Street is expected to have a minor – and acceptable – level of impact on the traffic flow and operations along the Falkland Street corridor. This conclusion is based on the fact that there is residual capacity at the study area intersections and the assumption that the Town will invest resources into the planning, design, and implementation for improved active transportation facilities (i.e. accessible sidewalks and multi-use pathways) in this area of the Town.

I would be happy to provide you with additional information or clarification regarding these matters and can be reached anytime by phone at (902) 266-9436 or by email at jcopeland@griffininc.ca.

Sincerely,



James J. Copeland, P.Eng., RSP1
Managing Principal – Traffic & Road Safety Engineer
GRIFFIN transportation group inc.





J. Copeland <jcopeland@griffininc.ca>

Friday, March 28, 2025 at 10:23 AM

To: Jennifer Corson; Cc: MacKenzie Fraser

Hi Jennifer,

As you know, GRIFFIN completed a Stage 1 qualitative traffic impact statement assessment letter (dated February 27, 2025) in support of the initial planning application being submitted to the Town of Lunenburg for a proposed residential building on Brook Street. Following NSDPW traffic impact study guidelines and industry best practices, GRIFFIN provided in their letter an estimate of new weekday peak hour movements to/from the new building, including a breakdown of site-generated vehicle trips and pedestrian/bike trips.

The Town has reviewed GRIFFIN's qualitative assessment letter. In a March 18th email from the Town to Solterre, we understand the Town requested additional technical information as it relates to GRIFFIN's qualitative impact assessment. Specifically, the Town requested additional trip generation information in the form of "...average daily volumes..." generated by the new building.

In response to the Town's request for daily mobility demand, we offer the following future full build-out 24-hour site-generated estimates:

	Vehicle Trips	Ped/Bike Trips
IN	98	68
OUT	98	68
TOTAL	196	136

As shown in the Table above, the estimated new site-generated 24-hour vehicle trips could include up to 98 vehicles/day (vpd) inbound and an equal amount traveling outbound from the site. It should be noted that not all of these vehicle trips will be added to Brook Street since the majority of the outbound traffic is estimated to use the one-way private lane to exit the site via Falkland. Thus, GRIFFIN estimates that less than 120 vpd of two-way daily site-generated vehicle traffic would be added to Brook Street.

Further, we understand through discussions with Solterre that there is some flexibility with respect to the exact number of units that could be constructed within the proposed new building. GRIFFIN's traffic impact assessment is based on a higher estimate of 67 units - resulting in a slightly higher and worst-case volume estimate. There is a possibility that only 65 units could be constructed and this will have little to no impact on the new site-generated traffic, and no impact on GRIFFIN's earlier findings and conclusions contained in their February 27th letter. This is due to the fact that the per unit vehicle trip generation rate is less than 0.4 trips/unit during the critical weekday commuter peak hours.

I trust this additional technical information satisfies the Town's request.

Regards,

Jamie

James J. Copeland, P.Eng., RSP1
GRIFFIN transportation group inc.
Halifax, NS
(902) 266-9436 | jcopeland@griffininc.ca | www.griffininc.ca

RE: Updated Owner List for Lunenburg Foundry Lands



McLean, Jesse <Jesse.McLean@novascotia.ca>

To ○ Adam Aulenback; ● MacKenzie Fraser

You responded on February 19, 2025 10:08 AM.

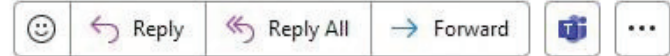
Start your reply all with:

[Thank you for the update.](#)

[Thank you!](#)

[Thank you for letting us know.](#)

[Feedback](#)



Thu 2025-01-30 1:35 PM

Good Afternoon,

I have an update on the following properties (60703907, 60703915, 60055795, 60703923, 60703931, 60703881 and 60703899) all now owned by Solterre Inc. Based on the information provided by Pinchin Ltd. in 2024, the contaminated sites files for these properties are to be closed. I will provide an inspection report shortly that indicates these Properties are no longer considered contaminated sites.

Let me know if you have any questions,

Jesse



Jesse McLean
Officer
Inspection Compliance & Enforcement Division

81 Logan Road
Bridgewater, NS B4V 3T3
902-543-4685
Jesse.McLean@novascotia.ca

Public Input Summary

Rezoning Application – Falkland and Brook Streets, Solterre Development

- Public consultation for the proposed rezoning was conducted through three main channels: written submissions, a Public Participation Meeting held on October 15, 2025, and an independent survey conducted by the developer in October 2025.
- These processes generated substantial community participation, with more than 70 residents attending the meeting, 57 written submissions received (representing 49 unique respondents), and 167 responses to the developer’s independent survey.
- Public feedback reflected a range of views. About one-third of respondents supported the proposal, a majority opposed it, and several provided conditional or mixed comments. The main themes included housing need, building height and scale, heritage compatibility, parking, and consistency with municipal planning policy.

Written Submissions

- A total of 57 written submissions were received, representing 49 individuals or households. Of these, 16 supported the rezoning, 28 opposed it, and 5 provided conditional or mixed feedback.
- Supportive submissions cited the need for more housing in Lunenburg, the project’s sustainable design, and its potential to help meet housing goals identified through Project Lunenburg and the ongoing Plan Review.
- Opposing submissions raised concerns about the proposed six-storey height, compatibility with surrounding residential areas, and the precedent such approval might set. Many argued that the proposal is inconsistent with the intent of the Municipal Planning Strategy and questioned whether applying Marine Form Zone height allowances to a residential use is appropriate.
- Conditional submissions generally acknowledged the housing need but recommended reducing the building’s scale or modifying its design to better reflect neighbourhood character.
- Common topics included parking and traffic capacity, building height and massing, potential effects on heritage viewplanes, and the need to align zoning decisions with the Municipal Planning Strategy. Many respondents agreed that Lunenburg faces an ongoing shortage of attainable housing options, though differed on whether this project is the right approach.

- Overall, written submissions reflected strong engagement and detailed feedback. Most opposition was based on planning and compatibility concerns rather than disagreement with housing objectives.

Public Participation Meeting

- The Public Participation Meeting on October 15, 2025, was attended by approximately 70 people, with approximately 12 speakers. Five speakers supported the proposal, five opposed it, and two offered neutral or conditional comments.
- Supportive speakers emphasized the need for attainable housing, the project's environmental and social goals, and the opportunity for Lunenburg to participate in federally supported housing programs. Some noted the project could demonstrate sustainable development practices if integrated appropriately.
- Speakers opposed to the rezoning focused on the building's height and scale, noting that most residential areas are limited to three storeys. Concerns were raised about precedent, policy consistency, parking pressures, and potential visual impacts on Lunenburg's heritage setting.
- Several participants discussed the relationship between the Municipal Planning Strategy and the Land Use By-law, emphasizing that the MPS provides the overarching policy intent. Some questioned whether the Marine Form Zone was designed for primarily residential use and suggested its application in this case may not reflect the zone's original purpose.
- Comments on heritage and design called for ensuring that any new construction complements Lunenburg's distinctive architectural character and established skyline.

Developer-Led Community Survey

- In addition to the formal public consultation, Solterre Inc. conducted a voluntary online community survey to gather general perspectives on long-term housing needs in Lunenburg. The survey received 167 complete responses.
- Approximately 85 percent of respondents indicated they were very or somewhat supportive of new long-term housing being developed in the Town. The largest share of participants were residents of Lunenburg or the Municipality of the District of Lunenburg, with a balanced distribution across age groups.
- Key findings included:

- Housing Need: A strong majority expressed that there is an overall shortage of long-term rental housing in Lunenburg, particularly for young families, seniors, and local workers in the service and trades sectors.
- Priorities for New Development: The most frequently cited priorities were affordability (69%), housing for local workers (57%), and housing for seniors (46%), alongside sustainability and energy-efficient design (50%).
- Concerns: The most common concerns related to parking availability (40%), increased traffic (23%), and potential effects on neighbourhood character (32%).
- Openness to Sustainable Living: A majority indicated willingness to use active or shared transportation, including walking, cycling, or community car share programs.
- While the survey broadly supported the need for additional housing, it should be noted that it was conducted by the developer and was not part of the Town's formal statutory engagement process. Nonetheless, the findings provide insight into perceived housing challenges and public priorities for new residential development in Lunenburg

Overall

- Combined feedback from written submissions, the public meeting, and the developer-led survey indicates broad recognition of Lunenburg's housing challenges alongside significant concern about the scale, design, and policy alignment of the proposed development. Approximately one-third of participants in the Town's formal processes supported the rezoning, about three-fifths opposed it, and a smaller proportion offered conditional or mixed views. The developer's independent survey, while not specific to the application, found a high level of general support for increasing long-term housing supply in Lunenburg.
- The issues most frequently raised across all sources related to building height and massing, parking adequacy, and consistency with the Municipal Planning Strategy and Marine Form Zone intent.
- Overall, public input reflects a high level of community interest, a shared understanding of the need for more housing, and divergent opinions on whether this particular proposal represents an appropriate response within Lunenburg's planning and heritage context.

Preliminary UNESCO WHS Heritage Impact Screening

Brook Street (Proposal–Rezoning of PIDs 60703881 & 60703899)



Prepared by: Marc Kiely, Director – Community Development

Date: November 25, 2025

Purpose:

Solterre Inc. has submitted a rezoning application for the two subject lots. If the rezoning proceeds, the rezoning will permit a relaxation of current lot setback requirements and the permission to include residential dwelling units throughout the ground floor level that are currently prohibited within 50 feet of what would be the front lot line.

The scope of the associated project includes a stepped design 3-storey form on the lot with frontage on Falkland Street, and a 6-storey form on the lot further away. This proposed project is the focus of this report.

The location of the proposed project is located outside the boundaries of the World Heritage Site and is not located within the buffer zone. However, staff recognize that consideration should be given to the WHS in any development proposal within what could be considered the wider setting of the Site.

Town Staff with relevant professional heritage expertise have undertaken a screening exercise to determine whether there is a reasonable expectation of negative consequences to the Old Town Lunenburg WHS Outstanding Universal Value (OUV) resulting from the proposed project.

The intent of the screening is to determine if further heritage impact assessment is required.

Note the preliminary nature of this screening exercise, as it is based on the details available at this time.

Screening Methodology:

Staff evaluated the known project details with respect to the Old Town Lunenburg WHS Statement of OUV (SOUV). This approach is important because the SOUV is specific and limited to the World Heritage designation and, therefore, limits its area of influence to what is important in the World Heritage context and to maintaining its state of conservation.

Report Synopsis:

Town staff have determined that the proposed project would be unlikely to negatively impact the OUV of the Old Town Lunenburg WHS. The project scope, including its siting and use, would provide little interaction with the WHS, and indirect impacts due to any increased use or wear and tear from increased visitation can reasonably be considered minimal.

Analysis:

General World Heritage Site Considerations for Screening Exercises:

Definition of Outstanding Universal Value:

To understand whether there could be impacts to the Outstanding Universal Value of the WHS it is important to reflect on what OUV is.

As described in Paragraph 49 of the Operational Guidelines for the Implementation of the World Heritage Convention (Operational Guidelines):

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

In other words, the OUV describes Heritage Value of global importance and more specifically, the reasons for which the WHS is inscribed on the World Heritage List.

For the Old Town Lunenburg WHS, like all World Heritage properties, the Statement of OUV (SOUV) is specific and describes what is important in the World Heritage context. This does not mean that the site or other areas of town do not contain other Heritage Value outside of the World Heritage context that is worth protecting, but ensuring the OUV is at the centre of any World Heritage conversation is essential to ensuring its continued protection and in meeting World Heritage site management obligations.

Also related to the SOUV - As stated in Paragraph 78 of the Operational Guidelines:

“To be deemed of Outstanding Universal Value, a property must also meet the conditions of integrity and/or authenticity and must have an adequate protection and management system to ensure its safeguarding.”

When reading the following analysis, please also refer to the accompanying SOUV document which describes the Old Town Lunenburg WHS OUV, including the Criteria for which it was inscribed, and descriptions of site Integrity and Authenticity, also important components of the OUV.

Site-specific analysis in a World Heritage Context:

Review of the Old Town Lunenburg WHS OUV and its attributes:

Brief Synthesis and Criteria Key Descriptors therein:

- ‘...it has retained its original layout and overall appearance...’
- ‘...based on a rectangular grid pattern...’
- ‘...wooden architecture of the houses and public buildings...well-preserved vernacular architectural tradition...’
- ‘...economic basis has traditionally been the offshore Atlantic fishery...’

Assessed potential for impact: **no expected negative impact**

All of the above-described attributes are specific to the Old Town Lunenburg WHS location itself. The development would be located outside the WHS and would not have any impact to the attributes noted. The subject properties are currently vacant lands and not considered as part of the working waterfront within the Town's planning framework, and would not be considered to have negative impact to the offshore Atlantic fishery.

Integrity (see SOUV):

Assessed potential for impact: **no expected negative impact**

The project is highly unlikely to compromise the integrity of Old Town Lunenburg with the construction of a new residential building on Brook Street for the following reasons:

- the site's physical separation from the WHS
- the scale of the development would conceivably result in more people residing within the Town, however, not on a scale that would negatively impact the heritage value

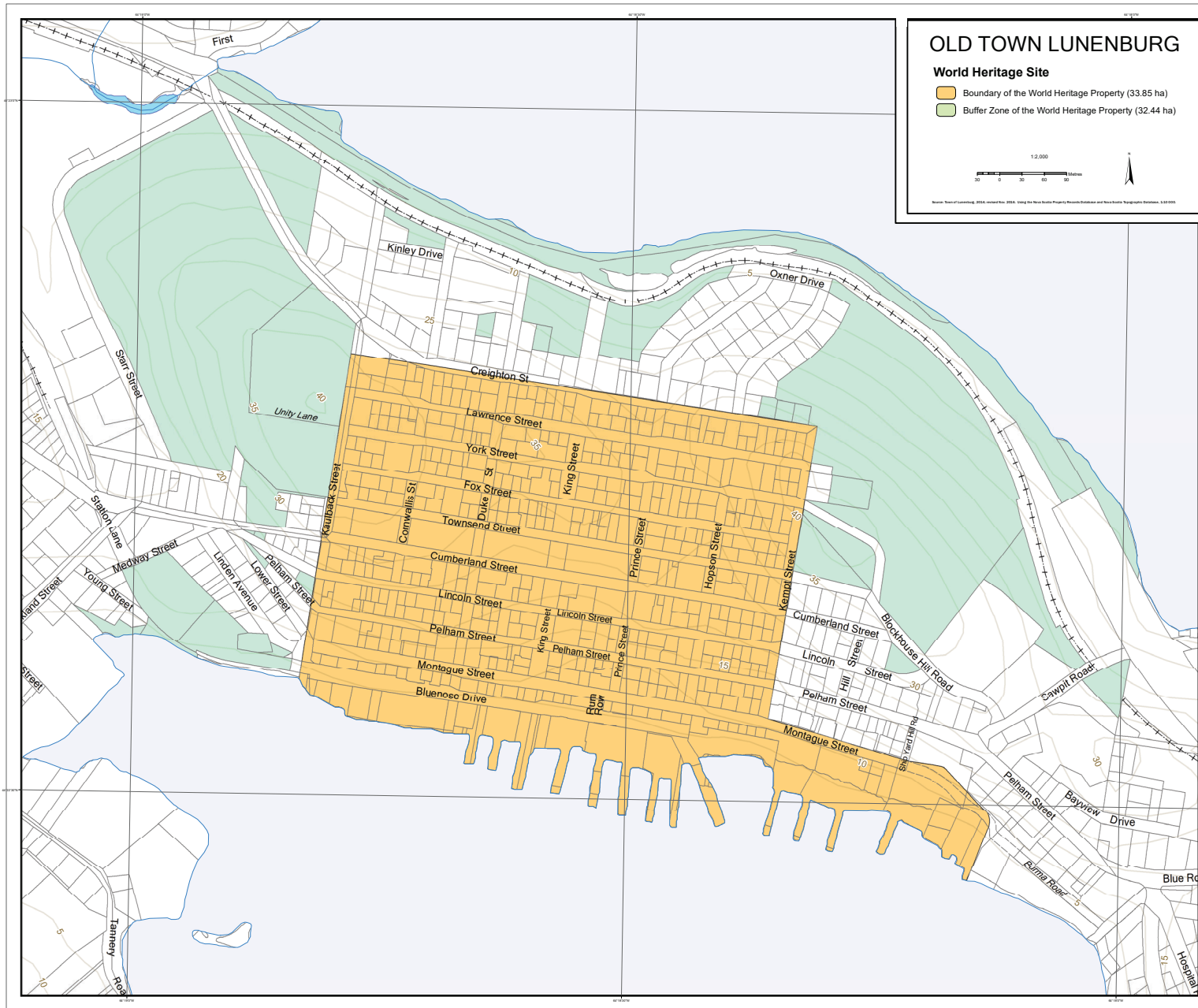
Authenticity (see SOUV section): "Old Town Lunenburg is authentic in location and setting, forms and designs, materials and substances, and uses and functions"

Assessed potential for impact: **no expected negative impact**

- Given the location of the proposed development there are no anticipated negative impacts to the authenticity of the WHS.

Conclusion:

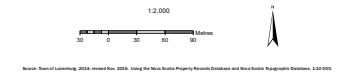
As it relates to the World Heritage designation, after having screened the various attributes denoted in the WHS SOUV and having evaluated them against the expected project impacts, Town staff do not feel there is a reasonable expectation of negative impacts to the World Heritage Site in any way, and therefore, would not recommend pursuing a standalone Heritage Impact Assessment. Staff feel this recommendation and methodology are consistent with international guidance on Impact Assessments in a World Heritage context.



OLD TOWN LUNENBURG

World Heritage Site

- Boundary of the World Heritage Property (33.85 ha)
- Buffer Zone of the World Heritage Property (32.44 ha)



Old Town Lunenburg

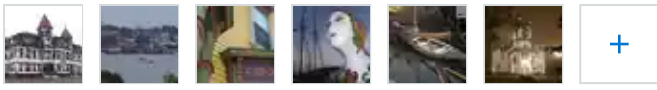
[Description](#)[Maps](#)[Documents](#)[Gallery](#)[Video](#)[Indicators](#)

Old Town Lunenburg

Lunenburg is the best surviving example of a planned British colonial settlement in North America. Established in 1753, it has retained its original layout and overall appearance, based on a rectangular grid pattern drawn up in the home country. The inhabitants have managed to safeguard the city's identity throughout the centuries by preserving the wooden architecture of the houses, some of which date from the 18th century.

Description is available under license [CC-BY-SA IGO 3.0](#)

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Outstanding Universal Value

Brief synthesis

Old Town Lunenburg is the best surviving example of a planned British colonial settlement in North America. Established in 1753, it has retained its original layout and overall appearance, based on a rectangular grid pattern drawn up in the home country. The inhabitants have safeguarded the town's identity throughout the centuries by preserving the wooden architecture of the houses and public buildings, some of which date from the 18th century and constitute an excellent example of a sustained vernacular architectural tradition. Its economic basis has traditionally been the offshore Atlantic fishery, the future of which is highly questionable at the present time.

Criterion (iv): Old Town Lunenburg is a well-preserved example of 18th century British colonial urban planning, which has undergone no significant changes since its foundation, and which largely continues to fulfil the economic and social purposes for which it was designed. Of special importance is its diversified and well-preserved vernacular architectural tradition, which spans over 250 years.

Criterion (v): Old Town Lunenburg is an excellent example of an urban community and culture designed for and based on the offshore Atlantic fishery which is undergoing irreversible change and is evolving in a form that cannot yet be fully defined.

Integrity

Within the boundaries of the 33.85 ha property are located all the elements necessary to express the Outstanding Universal Value of Old Town Lunenburg. The property encompasses the intact original town plan in its entirety, missing only the fortifications that surrounded the town in its early years, but of which there are no surviving above-ground remains. Its boundaries adequately ensure the complete representation of the features and processes that convey the property's significance, and there is a 32.44 ha buffer zone. The property does not suffer unduly from adverse effects of development and/or neglect.

Authenticity

Old Town Lunenburg is authentic in location and setting, forms and designs, materials and substances, and uses and functions. The original British colonial town plan remains evident, including the regular layout of property parcels in a grid pattern with geometrically regular streets, central public spaces, and key community structures, with a functioning waterfront as its focus. In terms of forms and materials, there is a harmony of scale, siting and materials (predominantly wood) throughout the property, and a regional architectural vocabulary that includes the 'Lunenburg bump', an indigenous five-sided dormer. While a continuing vernacular architectural tradition is integral to the property's Outstanding Universal Value, there has been very limited infill in the modern era. Many of the property's historic uses and functions survive.

Most of the recent changes to the property are renovations to specific buildings, some of which have better conveyed the heritage value of Old Town Lunenburg than others. Due to long-term economic circumstances, there are also ongoing pressures on property owners in terms of rising property values, maintenance costs, and the challenges of retaining historical accuracy in restoration planning.

Protection and management requirements

Old Town Lunenburg, which is almost entirely in private ownership, is commemorated by the Government of Canada as a National Historic Site (1991) and protected under two key pieces of provincial legislation, the *Municipal Government Act* (1998) and the *Heritage Property Act* (1989), which enable the municipality to create, respectively, land-use and heritage bylaws. In this context, the municipality adopted the *Heritage Conservation District Plan, Bylaw and Guidelines* in 2000 (consolidated in 2001). In order to better manage the community as a World Heritage property and ensure the continuing protection of the town's heritage resources, the Town of Lunenburg Heritage Sustainability Strategy (2010) has been developed to guide its development, including the identification of heritage, culture and tourism prospects that may produce economic opportunities for the community.

Sustaining the Outstanding Universal Value of the property over time will require managing, to the degree possible, ongoing pressures on property owners related to rising property values, maintenance costs, and the challenges of retaining historical accuracy in restoration planning. It will also require developing and implementing mechanisms to encourage building

renovations that fully respect the heritage value of Old Town Lunenburg. Special attention will be given over the long term to monitoring and taking appropriate actions related to a number of factors in and near the property. Specifically, these include the potential impacts of climate change, and the impacts of tourism and visitation.

Links

- [Old Town Lunenburg](#)
- [Canadian Sites on the World Heritage List](#)
- [Heritage Services - Town of Lunenburg](#)

Activities ^①



World Heritage Cities Programme

News ^①

Nova Scotia Provincial Government buys 17 waterfront properties in the Town of Lunenburg, Canada

23 September 2005

Media

- ▶ [Old Town Lunenburg \(UNESCO/NHK\)](#)

Canada

Date of Inscription: 1995

Criteria: (iv)(v)

Property : 33.85 ha

Buffer zone: 32.44 ha

Dossier: 741

Nova Scotia

N44 22 34 W64 18 33

+ 3D

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Earthstar Geographics

Powered by Esri

Disclaimer

The Nomination files produced by the States Parties are published by the World Heritage Centre at its website and/or in working documents in order to ensure transparency, access to information and to facilitate the preparations of comparative analysis by other nominating States Parties.

The sole responsibility for the content of each Nomination file lies with the State Party concerned. The publication of the Nomination file, including the maps and names, does not imply the expression of any opinion whatsoever of the World Heritage Committee or of the Secretariat of UNESCO concerning the history or legal status of any country, territory, city or area or of its boundaries.

Subject: Letter of Support: LAF Application to Community Capacity Fund (ACOA)

From: Paul Nopper, Chief Administrative Officer

Date: Nov. 25, 2025



Recommendation

That Council endorse a letter of support for the Lunenburg Academy Foundation's application to the Atlantic Canada Opportunities Agency's (ACOA) Community Capacity Fund and approve the Town's participation in the project, including a financial contribution of up to \$2,500, subject to successful approval of the grant.

Alternatives

Deny the request

Background

The Lunenburg Academy Foundation is seeking to partner with the Town of Lunenburg to update the Lot Development Plan for the Lunenburg Academy. The Lot Development Plan outlines opportunities to further enhance the experiences at the Academy location with regard to visitor parking, comfort station and washrooms, enhanced tourism engagement on the premises, etc.

With an updated plan pending municipal approval, this will position the LAF and the Town to be ready to pursue additional funding opportunities to improve the visitor and community experience. These efforts will contribute to the broader tourism and cultural strategy for this prominent and growing destination.

Discussion

The renewed Lot Development Plan will enable the Foundation and the Town to respond promptly to new funding opportunities and collaborate effectively. Through this process, priorities can be reassessed, and innovative strategies can be introduced to enhance the Academy's grounds, ensuring alignment with both community aspirations, accessibility, and historic significance. Proactively updating this plan will position the Foundation and the Town to access emerging resources and supports, advancing heritage and cultural tourism objectives, and further the Academy's status as a landmark within the Southern Shores of Nova Scotia.

Strategic Plan and Resource Relevance

Comprehensive Community Plan

- Section 10.2 Arts Facility
- Section 10.6 Programming
- Section 10.7 Arts Management and Promotions

Financial Considerations

Up to \$2,500.00 in funding support to the ACOA Community Capacity Fund. This aims to support the revision and update of the Lot Development Plan. As a registered charity, the Foundation qualifies for up to 85% funding of a \$25,000 grant from ACOA, compared to 60% eligibility for municipalities. Although LAF would be the formal applicant, we would partner in the opportunity to review and update the plan satisfactorily to Council and the LAF Board.

Subject: Letter of Support: LAF Application to
Nova Scotia Cultural Innovation Fund (ACOA)

From: Paul Nopper, Chief Administrative Officer

Date: November 25, 2025



Recommendation

That Council endorse a letter of support for the Lunenburg Academy Foundation's application to the Atlantic Canada Opportunities Agency's (ACOA) Cultural Innovation Fund.

Alternatives

Deny the request.

Background

The Lunenburg Academy Foundation is seeking support to develop a current five- to ten-year strategic plan for their organization. With assistance from the Nova Scotia Cultural Innovation Fund, LAF aims to conduct comprehensive research and create a renewed vision for expanding organizational resources and building capacity for long-term success.

The planning process will involve a thorough situational analysis, stakeholder feedback collection, and the exploration of fund development strategies to support growth and sustainability. As a result of these efforts, a strategic plan will be produced outlining clear goals, objectives, and actionable measures for future achievement.

By adopting an iterative approach, LAF's volunteer board of directors is confident that this project will prepare the organization to address upcoming challenges and opportunities within the rapidly evolving landscape of local and regional tourism and community development.

Objectives of the Strategic Plan include:

- Mission/Vision review.
- SWOT Analysis
- Create donor and visitor engagement measures.
- Governance and Human Resources framework.
- Action plans and reporting.
- Alignment of intentions with partner organizations.

Discussion

The LAF is seeking a letter of support from the Town on their processes of updating their Strategic Plan. As the Lunenburg Academy is a Town asset and they rent/work with the Town on spaces in the facility, they are seeking a letter that shows how they work within the Town asset and how we partner and work together. This is especially true as it relates to capital projects and working on fundraising as part of our joint efforts to maintain the building for all.

Strategic Plan and Resource Relevance

Comprehensive Community Plan:

- Section 10.2 Arts Facility
- Section 10.6 Programming
- Section 10.7 Arts Management and Promotions

Financial Considerations

No contributions for consideration.

Subject: 2025/26 Budget Variance (Capital & Operating) to Sept.30, 2025

Prepared by: Lisa Dagley, Finance Director

Date: November 25, 2025



Recommendation

This is an information report. No decision of Council is required.

Financial

Please find enclosed the budget variance report to **September 30, 2025**. The period ended September 30th represents 50% (6 months) of the fiscal year. Town General expenditures are at 42.5%.


Index to Reports

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**TOWN CAPITAL
PROJECT EXPENDITURES TO SEPTEMBER 30, 2025**

<u>Project</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Balance</u>	<u>% of Budget</u>
Town Hall-Exterior Restoration	\$700,000	\$3,978	\$696,022	0.6%
Old Fire Hall- Roof Membrane Removal and Replacement	\$250,000	\$0	\$250,000	0.0%
Lunenburg Academy-Roof Repairs	\$750,000	\$87,728	\$662,272	11.7%
Lunenburg Academy- Public Washroom Site Preparation	\$10,000	\$0	\$10,000	0.0%
Beautification- Urban Forest	\$40,000	\$0	\$40,000	0.0%
Equity, Diversity & Inclusion- Interpretive Panels for Parks	\$20,000	\$0	\$20,000	0.0%
New Sidewalks-Starr St - changed to Pelham (Shipyard Hill to Town Limits)	\$36,000	\$1,257	\$34,743	3.5%
Street Reconstruction-Pelham Street Hopson to King Street	\$300,000	\$2,058	\$297,942	0.7%
Street Accessibility Improvements	\$20,000	\$0	\$20,000	0.0%
Street Improvements-Flashing Beacon Lights (pre-approved CF)	\$44,000	\$41,497	\$2,503	94.3%
Street-Downtown Traffic Improvements	\$50,000	\$237	\$49,763	0.5%
Equipment-New Salt Truck (09 Replacement preapproved CF)	\$250,000	\$0	\$250,000	0.0%
Public Works Tools	\$20,000	\$2,738	\$17,262	13.7%
Waste Water Plant-Biofilter Media	\$170,000	\$0	\$170,000	0.0%
Waste Water Plant-Various Items	\$35,000	\$4,266	\$30,734	12.2%
Storm System-Storm Separation Plan (pre-approved Jan 28, 2025)	\$127,000	\$47,971	\$79,029	37.8%
Storm System-Pelham St. Hopson St to King St	\$65,000	\$0	\$65,000	0.0%
Sanitary System-Brook St. Stn Upgrades	\$230,000	\$4,240	\$225,760	1.8%
Sanitary System- Pelham Street- Hopson St to King St.	\$155,000	\$0	\$155,000	0.0%
Bandstand Restoration & Accessible Walkway (pre-approved)	\$345,000	\$131,803	\$213,197	38.2%
Recreation-Baseball Field Repairs (CF 2024/25)	\$10,000	\$0	\$10,000	0.0%
Recreation -Community Centre Accessible Entrance, (CF 24/25)	\$40,000	\$0	\$40,000	0.0%

**TOWN CAPITAL
PROJECT EXPENDITURES TO SEPTEMBER 30, 2025**

<u>Project</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Balance</u>	<u>% of Budget</u>
Recreation-Community Centre-Exterior (CF 24/25)	\$20,000	\$0	\$20,000	0.0%
Recreation -Community Centre Gym Floor Refinish (CF 24/25)	\$10,000	\$0	\$10,000	0.0%
Fire Department Fleet-GMC Tanker (02) #6 Replacement (pre-approved)	\$798,000	\$770,040	\$27,960	96.5% 
Fire Department Fleet-Boat #8 - Motor Replacement	\$50,000	\$0	\$50,000	0.0%
Fire Department-Other-Concrete Apron Replacement (Bay Doors)	\$212,100	\$175,489	\$36,611	82.7%
<i>Multi-Year Project</i>				
WWTP Plant Upgrade with SBR	\$12,075,000	\$2,783,158	\$9,291,842	23.0%

**WATER UTILITY CAPITAL
PROJECT EXPENDITURES TO SEPTEMBER 30, 2025**

<u>Project</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Balance</u>	<u>% of Budget</u>
Chlorine Scales Upgrades	\$60,000	\$40,263	\$19,737	67.1%
Repair Spillway (Preapproved)	\$1,319,000	\$715,841	\$603,159	54.3%
Raw Water Pumphouse Waterproof Foundation	\$25,000	\$867	\$24,133	3.5%
Armouries Exterior Improvements	\$25,000	\$0	\$25,000	0.0%
New Services	\$20,000	\$0	\$20,000	0.0%
Replacement Hydrants	\$20,000	\$0	\$20,000	0.0%
Plant/Water Production Tank Bypass Line - Carry Forward	\$13,000	\$4,602	\$8,398	35.4%
Various Renewals	\$26,000	\$0	\$26,000	0.0%
Transmission Main Renewal	\$100,000	\$0	\$100,000	0.0%
<i>Multi-Year Project</i>				
Water Meter Rollout	\$1,048,000	\$0	\$1,048,000	0.0%

**ELECTRIC UTILITY CAPITAL
PROJECT EXPENDITURES TO SEPTEMBER 30, 2025**

<u>Project</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>Balance</u>	<u>% of Budget</u>
Meters	\$10,000	\$0	\$10,000	0.0%
Overhead Conductors	\$230,000	\$138,000	\$92,000	60.0%
Poles & Fixtures	\$105,000	\$63,000	\$42,000	60.0%
Services	\$65,000	\$29,250	\$35,750	45.0%
Transformers-Line	\$250,000	\$125,000	\$125,000	50.0%
Street Lighting	\$10,000	\$0	\$10,000	0.0%
Green Street New Double Circuit	\$652,000	\$586,800	\$65,200	90.0%
Feeder Upgrade/Extension of 81W-233 to Dufferin St	\$1,721,000	\$1,548,900	\$172,100	90.0%
Substation Design/redesign	\$100,000	\$0	\$100,000	0.0%
New Substation -land on Green St.	\$100,000	\$0	\$100,000	0.0%

Town of Lunenburg Operating Financial Statements

September 30, 2025

Summary Information

(YTD Pro-rated Budget = 50.0%)

TOWN GENERAL

<u>Revenue</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>YTD %</u>	<u>Balance</u>
Taxes	\$9,087,245	\$9,481,300	95.8% 1.	\$394,055
Grants In Lieu Of Taxes	-	343,900	0.0% 2.	343,900
Sale of Services	132,711	243,200	54.6%	110,489
Sale of Service Arena/Community Centre	117,084	338,600	34.6%	221,516
Other Revenue/Own Sources	344,968	536,800	64.3%	191,832
Unconditional Transfers/Other Gov'ts	50,129	50,100	100.1%	(29)
Conditional Transfers/Fed or Prov Gov'ts	8,000	79,800	10.0%	71,800
Conditional Transfers/Other Local Gov'ts	122,262	244,500	50.0%	122,238
	<u>\$9,862,399</u>	<u>\$11,318,200</u>	<u>87.1%</u>	<u>\$1,455,801</u>
<u>Expenditures</u>				
General Government Services	\$657,767	\$1,225,300	53.7%	\$567,533
Protective Services	958,413	2,129,600	45.0%	1,171,187
Transportation Services	671,125	1,568,600	42.8%	897,475
Environmental Health Services	750,631	1,748,700	42.9%	998,069
Public Health Services - Cemetery	2,731	14,100	19.4%	11,369
Community Development	374,857	849,400	44.1%	474,543
Recreation & Cultural Services	123,528	294,900	41.9%	171,372
Arena/Community Centre	322,798	773,500	41.7%	450,702
Fiscal Services	950,168	2,714,100	35.0%	1,763,932
	<u>\$4,812,018</u>	<u>\$11,318,200</u>	<u>42.5%</u>	<u>\$6,506,182</u>
TOWN SURPLUS (DEFICIT)**	<u>\$5,050,381</u>	<u>\$ -</u>		

****Please note expenditures occur over a 12 month period however the majority of revenue is received in two semi-annual tax billings. Revenue is at 87% and 42.5% of expenditures have occurred as of September 30, 2025.**

Legend:

- Both the interim and final property and sewer tax bills have been issued.
- Provincial grants are normally received in January or February.

	<u>YTD Actual</u>	<u>Budget</u>	<u>YTD %</u>	<u>Balance</u>
WATER UTILITY				
Revenue	\$922,515	\$1,783,800	51.7% 1.	\$861,285
Expenditures	\$767,016	\$1,783,800	43.0%	\$1,016,784
WATER SURPLUS (DEFICIT)	<u>\$155,499</u>	<u>\$ -</u>		

Legend:

- Two quarterly billings issued.

	<u>YTD Actual</u>	<u>Budget</u>	<u>YTD %</u>	<u>Balance</u>
ELECTRIC UTILITY				
Revenue	\$3,363,435	\$7,646,500	44.0% 1.	\$4,283,065
Expenditures	\$3,661,522	\$8,505,900	43.0%	\$4,844,378
ELECTRIC SURPLUS (DEFICIT)	<u>(\$298,087)</u>	<u>(\$859,400)</u>		

Legend:

- Electric consumption billings are seasonal in nature. GRA approved effective October 1, 2025.

TOWN OF LUNENBURG ADDITIONAL FINANCIAL INFORMATION
September 30, 2025

DEED TRANSFER TAX REPORT

	Budget	This Month (#)	Amount	Year to Date (#)	Amount	Variance to Budget
Capital Purposes	\$325,000		\$44,970		\$153,891	\$171,109
Operating Purposes	\$162,500		\$22,485		\$76,945	\$85,555
	<u>\$487,500</u>	(7)	<u>\$67,455</u>	(28)	<u>\$230,836</u>	<u>\$256,664</u>

TAX AND SEWER CHARGES REPORT

	Balance 31-Mar-25	2025/26 Tax Billings	Collected To Date	Balance
2024/25 Taxes & Sewer and Prior	813,277	-	522,724	290,553
2025/2026 Tax & Sewer billings	-	8,751,025	7,308,709	1,442,316
	<u>813,277</u>	<u>8,751,025</u>	<u>7,831,433</u>	<u>1,732,869</u>
Interest				77,932
Total Outstanding				<u>1,810,801</u>

Prepayments for 2025/26 Tax & Sewer \$25,008.

PARKING METER REVENUE AND FINES

	Budget 2025/26	Actual to 30-Sep-25	Variance to Budget	% of Budget
Parking Meter Revenue	\$155,000	\$106,770	\$48,230	68.88%
Parking Meter Fines	12,000	8,493	3,507	70.78%
Court Fines	2,500	1,075	1,425	43.00%
Total	<u>\$169,500</u>	<u>\$116,338</u>	<u>\$53,162</u>	<u>68.64%</u>

25/26 Approved Grants

Council Motion July 9, 2025

Account #01-2-19-5100	2025-26 Grant Notes	Approved Grant Amount	Actual
Nova Scotia 55+ Games	Funding has been requested from each municipal unit to support the implementation and hosting of this event.	\$1,000	\$1,000
Lunenburg County Pride	Funds to be used for Kick-Off event and surrounding week of celebrations with a focus to ensure accessibility and inclusivity for all attendees, and professional fees for performers to increase community outreach.	\$600	\$600
Lunenburg and District Swimming Pool	To assist with operating expenses and toward purchase of pool equipment, including for training and recreation.	In Kind Rental	
Lunenburg Foundation for the Arts	The Lunenburg Foundation for the arts is requesting support from the TOL to fund three major fundraising events: Cranberry Crush, , Cheese Please, and March Melt.	\$500	\$500
Capella Regalis Choirs	To provide support for Capella Regalis South Shore Singing Program which offers Free singing and general music education to local children ages 8-12. Based in Lunenburg. Free transportation program allows children in outlying rural communities to benefit too.	\$250	\$250
Boxwood Festival Society	Waterfront ceilidh on July 24, 2025 free and open to the community. Funds will be used toward staffing, security, sound, lights, travel and artist fees for caller and musicians.	\$500	\$500
South Shore Sexual Health Society	Requesting funds to support our operations in the TOL. This consists of monies towards mileage and services at Bluenose Academy, as well as free condoms, pregnancy tests, HIV self-tests, and gender-affirming gear. We also support folks in emergencies with the morning after pill.	\$500	\$500
Saint Vincent De Paul	Funds received from the TOL will be used for Helping Neighbours-in-Need program to assist vulnerable residents of the TOL, who have been adversely affected by hard times, the housing crisis and the increasing cost of living, that affects the cost of rent, food, heating oil, power and prescriptions	\$1,000	\$1,000
South Shore Public Libraries	The Lunenburg Lit Festival, planned, created and hosted by SSPL will use the requested funds to pay performance fees for 3 of the 9 authors who will present at this year's festival	\$900	\$900
Canadian Dory Racing Association	Funding would be used to host our International Awards Reception. This event is open to the public. The event is the closing for the Dory races which has been happening on the Lunenburg waterfront since 1952	\$600	\$600
Rossini Opera Festival NS/LAMP	Tunes on Tuesday is a free, hour-long noon concert presented weekly at the Lunenburg Academy of Music Performance by young Canadian and international musicians.	\$250	\$250
We Feed Lunenburg	Seeking support for containers and supplies for stocking the Community Food Pantry, which has become an essential service in Lunenburg to address the ongoing food insecurity needs of the community and surrounding area.	\$500	\$500
Lunenburg Academy Foundation	To assist in events costs for "A Celebration of unity" during Citizenship week.	\$1,500	\$1,500
Navy League of Canada, Lunenburg Branch	Requested funds will be allocated to essential operating and training activities	\$600	\$600
Lunenburg and Area Garden Club	The funding will be used to revive and restore gardens around the Fishermen's Memorial Hospital	\$600	\$600
Lunenburg Community Garden	Funds till be used to replace compost bin and three garden plot boxes. The group is also seeking in kind use of the storage shed.	\$600	\$600
Lunenburg County Daycare Centre	Funds will be used to purchase a 6-seat stroller.	\$750	\$750
Lunenburg County Dog Park Society	Funds are used to assist in the purchase of insurance coverage. The organization is also requesting in-kind garbage collection.	\$600	\$600
Lunenburg Farmers Market	The funds will be utilized for the 40th anniversary event for the Market.	\$1,000	\$1,000
Lunenburg Folk Harbour Society-Festival Sponsorship	The funding requested is to assisting in the costs of the 40th annual Lunenburg Folk Harbour Festival.	\$1,500	\$1,500

25/26 Approved Grants

Council Motion July 9, 2025

Account #01-2-19-5100	2025-26 Grant Notes	Approved Grant Amount	Actual
Lunenburg Heritage Society	Funding will be used for marketing and promotion of the 2025 Lunenburg Heritage House Tour.	\$1,000	\$1,000
Second Story Women's Centre	The funding will be used for art supplies, healthy food supplies, resources for environmental and growing workshops and local artist and practitioner honorariums.	\$750	\$750
South Shore Minor Hockey	To assist with the cost of ice rental, referee fees and welcome packages for the Gary Wentzell Memoria Tournament	\$500	\$500
South Shore Public Libraries-Lunenburg Branch	The Lunenburg Library will be offering a free and inclusive workshops and gardening to provide instructions, support and supplies to start growing food locally.	\$250	\$250
The Lunenburg Theatre Collective	Support venue rentals.	\$500	\$500
Golf for Fisherman's Memorial Hospital	Sponsorship request	\$500	\$500
Nova Scotia Sea School	The Sea School are requesting funds to assist with the promotion and running the experiential summer sailing and wilderness program for 2025.	\$600	\$600
Bridgewater Sports and Cultural Association	Thangram Lunenburg are requesting funds to assist with travel costs for the attendance at the Missauga Chedamelan celebration in Missauga Ontario.	\$500	\$500
Subtotal		\$18,350	\$18,350
Lunenburg County Wheels		\$10,000	\$10,000
Navy League-Purchase of add in the 2025 Annual Cadet Review Event Program		\$175	\$175
Brighter Days Capital Campaign		\$4,000	\$4,000
Traffic Control		\$8,000	\$0
		40,525	32,525
			Balance
Lunenburg Students Attending Events			2,000
Unallocated Grant			0
Unallocated Traffic Control			8,000
			<u><u>\$42,525</u></u>

Subject: Lease Amendment: Lunenburg Board of Trade Campground

Prepared by: Kayla Byrne, Municipal Clerk

Date: November 25, 2025



Recommendation

That Council approve the amendments to the lease agreement between the Town of Lunenburg and the Lunenburg Board of Trade for the operation of the tourist bureau and campground, as outlined in the staff report.

Alternatives

- Deny the amendments
- Defer a decision

Background

On March 11, 2025, Council approved a 10-year lease with the Lunenburg Board of Trade for Town-owned land occupied by the tourist bureau and campground.

Discussion

Since Council approved the lease, LBOT has met with staff to propose several edits. Staff have reviewed these changes and recommend their approval.

The amendments are as follows:

Termination Period Extended (6 months to one year): This allows for more lead time for campground operations and advance bookings. The original six-month notice was established when the campground operated under a year-to-year lease; a longer notice period is more appropriate for a 10-year lease.

8 Environmental Obligations Clarification: Simplified and modernized language to clarify expectations, reduce ambiguity, and ensure the Town's environmental protections remain strong while allowing normal campground activities without unnecessary restrictions. This was always the intent, but the original language was broad and vague, which led to some confusion.

15.1(c) Seasonal Vacancy Clarification: Clarified what "vacant for more than seven days" means in the context of a seasonal campground. The original lease did not define "vacant," which could have unintentionally classified normal off-season closure as a default.

15.2 (b) Seizure and Sale of Property with Limits: The original lease gave the Town very broad power to take and sell the tenant's property if they defaulted, with almost no limits. This was meant as a last-resort remedy to recover unpaid rent or costs, but the wording was very broad and could be interpreted as overly strict.

The updated clause keeps this remedy but adds protections:

- It can only be used in specific circumstances (serious default).
- The Town must follow legal requirements.
- The Town must give notice to the tenant.
- The Town must act reasonably.

15.2 (f) Accelerated Rent Reduction: The original lease required the tenant to pay three years of rent immediately if they defaulted, which is considered a harsh penalty for a 10-year lease. The new clause replaces this with a fairer standard: if the lease ends early due to default, the tenant pays the remainder of the current lease year plus 12 additional months of rent. This approach is more reasonable and aligns with common practice.

Relevant Legislation

- Municipal Government Act

Financial

There is no direct financial impact expected if Council approves these lease amendments. However, changes to Clause 15.2 (accelerated rent) do have a financial implication, but this is primarily a last-resort default remedy and should not be considered as potential revenue.

Attachments

Updated Lease

THIS LEASE made as of _____ (date).

BETWEEN:

TOWN OF LUNENBURG, a municipal body corporate;
(hereinafter called the "LESSOR")

OF THE FIRST PART

And

LUNENBURG BOARD OF TRADE SOCIETY, a body corporate under the laws of the Province
of Nova Scotia;

(hereinafter called the "LESSEE")

OF THE SECOND PART

WHEREAS the Lunenburg Board of Trade operates a community tourist bureau and
campground on the lands of the Lessor at Blockhouse Hill, Lunenburg, Nova Scotia, using
the building on the land as its office and meeting room and as meeting rental space.

AND WHEREAS the parties hereto wish to enter into the within Lease; AND WHEREAS the
buildings on the property are owned by the Lessee;

NOW THEREFORE this agreement witnesseth that in consideration of the rents, covenants
and agreements hereinafter contained, the Lessor demises and leases unto the Lessee
that portion of property outlined in Schedule "A" attached hereto excluding any public
streets, public rights of way or easements and excluding any existing power,
telecommunications and water services which may be installed upon or under or over the
lands outlined in Schedule "A" attached hereto (the "leased premises" or "Premises");

Lease Term & Termination:

The Lessee shall hold and occupy the leased premises for a term of 10 (ten) years,
commencing on March 27, 2025, and ending on March 26, 2035, at which time the lease
shall be fully ended and complete unless otherwise renewed by mutual agreement.

There shall be no automatic right of renewal. If the Town does not require the property for
its own purposes at the expiration of the lease term, the parties may mutually agree in
writing to renew the lease for an additional term on the same terms and conditions.

Notwithstanding the foregoing, the Lessor may, at any time after March 26, 2026, terminate the lease upon providing the Lessee with one (1) year's written notice.

Rent & Payment Terms

The Lessee will pay the Lessor an annual rent of TWENTY THOUSAND DOLLARS (\$20,000.00) plus applicable HST, payable on or before October 31 of each lease year.

Beginning April 1, 2026, the annual rent amount will be adjusted each year based on the percentage change in the Nova Scotia Consumer Price Index (CPI) for the preceding calendar year. The CPI adjustment will be applied to determine the rent payable on the next October 31 payment date.

Despite the CPI calculation, the annual increase shall not exceed five percent (5%) per year.

COVENANTS OF THE LESSEE

The Lessee agrees to:

1. Covenant to Pay Rent

The Lessee will, throughout the term of this Lease, pay the Lessor the full rental amount as specified in this Lease, without any deductions. The Lessee shall comply with all terms and conditions of this Lease and shall not take or allow any actions that would violate its provisions.

2. Taxes

The Lessee will timely pay all taxes or rates assessed, charged, or levied in connection with its business or activities on the leased premises. This includes taxes on the Lessee's business, income, property, fixtures, and equipment, as well as HST on rent and any additional rent, or any similar applicable tax. The Lessee shall indemnify and reimburse the Lessor upon demand for any such taxes that are assessed to, payable by, or paid by the Lessor.

3. Additional Payments charged as Rent

That when and so often as the Lessee neglects or omits to pay any of the sums payable under this Lease within a reasonable time after receipt of an invoice therefor from the Lessor setting forth the particulars of the amount owing (other than rent), the Lessor may pay them and thereupon charge them to the Lessee as additional rent, and the Lessee hereby covenants to pay any such sum or sums forthwith and hereby agrees that the Lessor shall have the same remedies and may take the same steps for the recovery of the said

sums as the Lessor might take for the recovery of rent in arrears under the term of this Lease, together with interest as may be determined by the Lessor at that time.

It is further agreed that if the Lessee fails to pay to the Lessor when the same is due and payable, any rent or additional rent, or any other amount due hereunder, such amount or amounts shall bear interest at the rate charged by the Lessor on overdue rates and assessments, until paid in full.

4. Assignment and Sub-Lease

That the Lessee will not assign or pledge this Lease or sublet or part with possession of the leased premises or any part thereof without the Lessor's prior written approval, which approval may be withheld in the Lessor's sole discretion.

5. Sightly Premises

That the Lessee will maintain in a safe and sightly condition any buildings or structures now or hereafter erected on the leased premises and maintain the grounds of the leased premises in a safe, clean, tidy and sightly condition in all aspects and shall comply with all applicable Building, Fire, Electrical, Plumbing, etc., Codes, legislation, regulations, and by-laws.

That except as may be expressly provided for hereunder, the Lessee will not make any improvements, renovations or installations, including the construction of new buildings on the leased premises, without first obtaining the approval in writing of the Lessor and providing the Lessor with a copy of any proposed plans of any buildings for the Lessor's approval.

The Lessee shall maintain a vegetation buffer to the satisfaction of the Town Engineer to screen a portion of the campground area depicted in Schedule "A" from Harbour View Haven Home for Special Care.

6. Nuisance

Neither the Lessee, nor anyone for whom it is responsible, shall do nor suffer any waste, damage, disfiguration or injury to the Premises 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.

7. Purposes

That the Lessee will use the leased premises for a community campground and tourist bureau including related office and meeting facilities and for rental meeting space and for

no other purpose, without the prior written consent of the Lessor, which may be refused if the Lessor reasonably determines that the proposed use is contrary to the Lessor's best interests or contrary to statute, or is a proposed use which adversely affects the reputation of the Lessor.

8. Environmental Obligations

8.1 Definitions

For the purposes of this Lease:

(a) "Hazardous Substance" means any substance, material, chemical, waste, or contaminant that is regulated, restricted, or defined as hazardous, toxic, dangerous, or a pollutant under any applicable federal, provincial, municipal, or other environmental law, regulation, order, by-law, or guideline in force from time to time.

(b) "Environmental Laws" means all applicable federal, provincial, municipal, or other laws, by-laws, regulations, orders, directives, or guidelines relating to the protection of the environment, human health, or safety, including those dealing with the use, storage, handling, release, disposal, or remediation of Hazardous Substances.

(c) "Release" includes any spill, leak, emission, discharge, migration, or escape of a Hazardous Substance into the air, soil, surface water, groundwater, or any building.

8.2 Lessee's Use and Compliance

(a) The Lessee shall not use, generate, store, handle, or dispose of Hazardous Substances on, under, or about the Premises except: in the ordinary course of operating the campground, tourist bureau, office, and meeting space; and in compliance with all Environmental Laws; and in quantities and forms that are customary and reasonably necessary for such operations (for example, fuels, cleaning products, and office supplies).

(b) The Lessee shall, at its sole cost, obtain and maintain any permits, approvals, or licenses required under Environmental Laws for its activities on the Premises.

(c) The Lessee shall promptly comply with any lawful order, direction, or requirement of any governmental authority relating to its use of Hazardous Substances on the Premises.

8.3 Pre-Existing Contamination

The Lessee shall not be responsible for any contamination or Hazardous Substances that:

- existed on, under, or about the Premises before the commencement of this Lease *(to the extent such contamination can be reasonably demonstrated to have pre-dated the Lease)*, or
- are caused solely by the acts or omissions of the Lessor or any person for whom the Lessor is responsible, unless and only to the extent that the Lessee knowingly exacerbates such contamination or interferes with any remediation.

8.4 Releases Caused by the Lessee

(a) If any Release of a Hazardous Substance occurs on, under, or about the Premises that is caused by the Lessee or by anyone for whom the Lessee is in law responsible, the Lessee shall:

- promptly notify the Lessor and any applicable authority as required by Environmental Laws;
- at its sole cost, promptly investigate, contain, and remediate the Release in accordance with Environmental Laws; and
- provide the Lessor with reasonable information about the nature of the Release and any remediation being undertaken.

(b) *Presumption of Cause*

Unless there is reasonable evidence to the contrary, any contamination or Release first discovered during the Term shall be presumed to have been caused by the Lessee, provided that:

- the Lessor has not carried out any activity on the Premises that could reasonably have caused or contributed to the contamination; and
- the condition is not consistent with contamination that existed prior to the commencement of the Lease or with contamination caused solely by the acts or omissions of the Lessor.

(c) If the Lessee fails to promptly and diligently carry out the required investigation or remediation, the Lessor may, but is not required to, carry out such work and the Lessee shall reimburse the Lessor, on demand, for all reasonable costs incurred, and such amounts shall be deemed additional rent.

8.5 Indemnity

In consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Lessee shall indemnify and save harmless the Lessor, its officers, Council members, employees, and agents from and against all claims, damages, losses, costs, fines, penalties, and expenses (including reasonable legal and professional fees) arising from:

(a) Any breach by the Lessee of its obligations under this Clause 8; or

(b) Any release of a Hazardous Substance caused by the Lessee or by persons for whom the Lessee is responsible.

8.6 The provisions of this Clause 8 shall survive the expiration or earlier termination of this Lease.

9. Recycling

The Lessee 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. Lessee 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 Lessor. Such separate receptacles may, at the Lessor's option, be removed from the Premises in accordance with a collection schedule prescribed by law. Also, at the Lessor's option, the Lessor may sort and separate all waste products, garbage, refuse and trash and charge the Lessee all costs involved in such recycling.

10. Lessee Responsibility

Notwithstanding any requirement for insurance in this Lease:

The Lessee shall be legally responsible for the actions and omissions of all persons using the Premises and the buildings thereon through or under the Lessee [including, without limiting the foregoing, employees, guests, invitees] with the intent that an act or omission of any of them shall be, by virtue of this clause, treated as if it were the act or omission of the Lessee.

This clause shall be in addition to, and not in substitution for, any remedies the Lessor may have against the other persons referred to herein.

11. Indemnity

Unless solely due to the direct fault of the Lessor, the Lessee shall indemnify the Lessor 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; (b) occasioned or caused wholly or in part by any act or omission of the Lessee (or licensee, invitee, or guest) or anyone for whom it is in law responsible; or (c) arising from any breach by the Lessee of any provision of this Lease.

Furthermore, and in addition to the foregoing:

Unless solely due to the direct fault of the Lessor, the Lessee shall indemnify and save harmless the Lessor 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 Lessee (or any person permitted by the Lessee to be at the Premises) or related to or on the Premises, or occasioned wholly or in part by any act or omission of the Lessee or its officers, employees, agents, contractors, invitees, licensees or by any person permitted by the Lessee to be on the Premises (or occasioned or caused wholly or in part by any act or omission of the Lessee or anyone for whom in law it is responsible), or due to or arising out of any breach by the Lessee of this Lease.

And further without restricting the generality of the foregoing, the Lessee shall indemnify and save harmless the Lessor 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 while at, or in, or going to or from the Premises and also anyone else for whom the Lessee is responsible.

12. Insurance

- a. General Liability Insurance - The Lessee will procure and maintain throughout the term of the Lease or any renewal thereof, commercial general liability insurance with insurance companies acceptable to the Lessor protecting the Lessor, and the Lessee against liability for bodily injury and death and for damage to and/or destruction or loss of property by reason of any occurrence or accident in, on or about the leased premises, with liability coverage in an amount not less than Five Million Dollars (\$5,000,000.00)(and such higher limit as the Lessor may reasonably require from time to time). The Lessor shall be added as an additional insured on the policy.
- b. Tenant's Liability Insurance- The Lessee will procure and maintain throughout the term of this Lease or any renewal thereof, tenant's liability insurance for the replacement value of any buildings on the leased premises. The lessor shall be added as an additional insured on the policy.
- c. Tenant's Property Insurance - The Lessee will procure and maintain throughout the term of this Lease or any renewal thereof insurance on its property on the subject premises.
- d. Subrogation - The Lessee shall have no claim against the Lessor or the Lessor's insurance for any damage the Lessee may suffer, and the Lessee shall require the insurers under the insurance in subsections (a),(b) and (c) above to waive any rights of subrogation by the respective insurers against the Lessor, its officers, council members, directors, agents and employees. All such policies shall also contain a severability of interest clause and a cross-liability clause and shall be primary and shall not call into contribution any other insurance available to the Lessor.
- e. Evidence of Insurance- The Lessee shall provide to the Lessor a Certificate of Insurance demonstrating that such insurance has been obtained and maintained, as herein provided, and such insurance shall not be subject to cancellation except after at least thirty days prior written notice to the Lessor. All policies of the Lessee shall contain a term that the Lessor will be given 30 days' notice of intent to cancel. If the Lessee fails to comply with the requirements hereof to obtain or maintain insurance, the Lessor may, but is not required to, obtain such insurance and keep the same in effect and the Lessee shall pay to the Lessor the premium cost thereof as additional rent upon demand therefor. If the Lessor fails to obtain such insurance, the Lessee shall not have any claim or action against the Lessor for failing to obtain such insurance. Furthermore and notwithstanding the foregoing, if

the Lessee fails to obtain such insurance after the expiration of ten days after notice of default by the Lessor in writing, then the Lease shall, at the option of the Lessor, forthwith be forfeited and determined.

- f. Premiums and Notification - The Lessor 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 any occurrence of accident in or around the leased premises.

13. Services

All electricity, water and other utilities of any nature supplied to the leased premises shall be paid for by the Lessee, and in no event shall the Lessor be liable for damage(s) arising from the interruption or failure of such supply.

For greater certainty, the Lessor shall not be responsible to the Lessee for any loss or damage to property stored or located on the leased premises, whether the property of the Lessee or of others, including (but not limited to) damage from fire, flood, water, steam, smoke, chemical spills, freezing, frost or other hazard. All property stored on the leased premises shall, in all respects, be at the risk of the Lessee.

Without limiting the generality of the foregoing, the Lessee shall pay all heat, electricity and any other services supplied to the leased premises and be responsible for the maintenance of the leased premises and buildings located thereon at the Lessee's expense.

COVENANTS OF THE LESSOR

The Lessor agrees:

14. Quiet Enjoyment

The Lessee shall have quiet enjoyment of the leased premises.

MUTUAL COVENANTS

The parties hereto agree:

15. Defaults and Remedies

15.1 Events of Default

The Lessee shall be in default if any of the following occur:

(a) The Lessee fails to pay any Rent or other amount due under this Lease when due, and the amount is not paid within five (5) days after notice of non-payment is given by the Lessor.

(b) The Lessee breaches any of its obligations under this Lease and, if the breach can be remedied and is not otherwise listed in this Section 15, then after written notice from the Lessor:

(i) the Lessee fails to remedy the breach within ten (10) days (or any shorter period specified in this Lease); or

(ii) if the breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Lessee fails to begin remedying the breach within ten (10) days of the notice, or thereafter fails to diligently continue to remedy it.

(c) The Lessee abandons the Premises, or leaves them vacant during the operating season (meaning the period each year when the campground is open to the public under the Lessee's normal business practices) for more than seven (7) consecutive days without the Lessor's written consent. **For clarity, periods when the campground is closed for the off-season or closed for weather, maintenance, or normal operational reasons do not constitute vacancy.** This subsection also applies if the Lessee makes a bulk sale of its goods, sells the business operated on the Premises, or moves, attempts to move, or threatens to move any of its goods, chattels, or equipment out of the Premises.

(d) A writ of execution is issued against the Lessee, or the Term or any goods, chattels, or equipment of the Lessee are seized, attached, or taken in execution by any creditor, whether secured or unsecured.

(e) The Lessee becomes insolvent, commits an act of bankruptcy, becomes bankrupt, takes the benefit of any legislation for insolvent debtors, becomes subject to voluntary or involuntary winding-up proceedings, or has a receiver appointed over its business, property, affairs, or revenues.

15.2 Remedies

If any default occurs, the Lessor may, in addition to any other rights or remedies under this Lease or at law, take any of the following actions:

(a) The Lessor may perform any obligation that the Lessee has failed to perform and may enter the Premises to do so, without this constituting a termination of the Lease. Any costs incurred shall be payable by the Lessee.

(b) The Lessor may exercise the remedy of distress only to the extent permitted by applicable law and only for the recovery of unpaid Rent. The Lessor shall provide the

Lessee with five (5) days' prior written notice of its intention to exercise distress. The Lessor shall act reasonably and shall not dispose of any goods except in accordance with applicable law.

(c) Upon default and re-entry, the Lessor may remove the Lessee's goods, chattels, equipment, and fixtures from the Premises and store them at the Lessee's cost. The Lessor shall take reasonable care of any such property while in its possession.

(d) **Reletting as Agent for Lessee**

The Lessor may take possession of the Premises as the Lessee's agent, make any alterations or repairs it considers necessary, and relet the Premises on terms it deems advisable. Rent received shall be applied in the following order:

1. costs of reletting and related alterations/repairs;
2. any amounts (other than Rent) owing by the Lessee;
3. arrears of Rent;
4. Rent as it falls due.

Any surplus at the end of the Term shall be held for the Lessee without interest. Reletting does not release the Lessee from its obligations.

(e) **Termination**

The Lessor may terminate this Lease by notice or court action. Termination may occur at the time of the breach or later, even if other remedies have already been exercised. If the Lessor has taken possession under subsection 15.2(d), it may still terminate the Lease at any time by notice. Entry without stating otherwise is deemed to be under 15.2(d), and the Lease continues until termination is expressly given.

(f) Rent Becoming Immediately Due

At the Lessor's option, if the Lease is terminated due to the Lessee's default, the Lessee shall immediately pay:

- all Rent owing for the remainder of the current Lease year, and
- an additional twelve (12) months of Rent as liquidated damages.

If any portion of the Rent for this period cannot be determined at the time it becomes due, the amount shall be calculated as follows:

- If the Lease has been in effect for at least twelve (12) months: the additional twelve (12) months of Rent shall be based on the average monthly Rent during the preceding twelve (12) months.

- If the Lease has been in effect for less than twelve (12) months: the additional twelve (12) months of Rent shall be based on the average monthly Rent since the beginning of the Term.

The parties agree that this amount is a genuine pre-estimate of the Lessor's loss resulting from early termination and is not a penalty.

(g) Ownership of Fixtures After Termination

Upon termination for default, any fixtures, improvements, or installations made by the Lessee that are legally part of the Premises may be removed before surrender. Anything not removed becomes the property of the Lessor without compensation.

16. Interest and Costs

Whenever the Lessor 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 Lessee, and whether or not legal proceedings are commenced or considered in consequence of such default, and whether or not this Lease is terminated, the Lessor shall be entitled to be paid by the Lessee 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 Lessee;
- b. the Lessor'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 Lessor or unless agreed to otherwise by agreement between the parties, the Lessor'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 Lessor in consequence of any default by the Lessee at the rate per annum equal to the prime rate of interest charged by the Lessor's chartered bank plus two percent (2%);
- e. a charge of fifty dollars (\$50) for each cheque of the Lessee, which is returned to the Lessor because of insufficient funds in the Lessee's account; and
- f. any other costs, charges or expenses which the Lessor 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 Lessee.

Without restricting the generality of the foregoing, and in addition to the foregoing:

The Lessee shall pay to the Lessor all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Lessor in enforcing

the terms of this Lease, or with respect to any matter or thing which is the obligation of the Lessee under this Lease, or in respect of which the Lessee has agreed to insure or to indemnify the Lessor.

17. Remedies Cumulative

Notwithstanding any other provision of this Lease, the Lessor 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 Lessee, 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 Lessor by statute or common law.

18. Expiration

Twelve (12) months prior to the expiration of the Term, the Lessor and Lessee will endeavour to negotiate the sale to the Lessor or removal of the Lunenburg Board of Trade Office Building (identified on Schedule A), cost borne by the Lessee.

On the expiration or termination of the Term, the Lessee shall surrender and yield up the Premises to the Lessor in as good condition as the Lessee is required to maintain the Premises throughout the Term and the Lessee shall deliver to the Lessor all keys to the Premises and the Building and the combination of all locks, safes and vaults, if any, in the Premises. Provided that on the expiration or termination of the term, the Lessee shall not be required to remove its infrastructure (including any water lines, electrical conduits, or buildings).

19. Removal at End of Term

Subject to Section 18, the Lessee shall, on any surrender of possession of the Premises, be entitled to remove such of its fixtures, buildings, leasehold improvements and equipment which are incorporated into, affixed or attached with permanency to and which have become a part of the realty or immovable property. In effecting such removal the Lessee shall do no damage to the Premises. Any of the foregoing fixtures, leasehold improvements and equipment which are not removed by the Lessee shall, on surrender of possession of the Premises by the Lessee, become the sole and exclusive property of the Lessor without payment to the Lessee. Subject to the foregoing, when not in default at the expiration of its initial occupation of the premises, the Lessee may remove its furniture and trade fixtures other than those referred to in this Section.

20. Surviving Obligations

On any termination of this Lease, the Lessee'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 Lessee have any interest in or right to possession of the Premises after the termination of this Lease.

21. Force Majeure

Notwithstanding anything herein contained, neither the Lessor nor the Lessee 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 Clause 21 shall not under any circumstances operate to excuse the Lessee from prompt payment of Rent and/or any other charges payable under this Lease.

22. 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 buildings in existence at the time of execution of this Lease. Any prior lease between the parties is hereby terminated.

23. 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 Lessor and Lessee agree that the remainder of this Lease shall not be affected by such judicial holding, but shall remain in full force and effect.

24. 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 Lessor and Lessee only.

25. Overholding

Should the Lessee overhold the subject premises beyond the term hereby granted, or any extension thereof, the tenancy thereby created shall be a tenancy from month to month, subject to the right of either party hereto to terminate the same at any time by giving to the other party not less than 14 days' notice in writing prior to expiry of an overholding term of the intention to terminate. Except as aforesaid, all other the terms and conditions of this Lease effective just prior to such overholding shall be applicable to such tenancy.

26. Notices

All notices under this Lease shall be in writing. Any notices to the Lessee shall be sufficiently served if mailed prepaid addressed to the Lessee as follows:

Lunenburg Board of Trade Society c/o PO Box 1300 Lunenburg, Nova Scotia B0J 2C0

Any notice to the Lessor shall be sufficiently served if mailed prepaid addressed to the Lessor as follows:

Town of Lunenburg

(Attention: Town CAO) PO Box 129 Lunenburg, Nova Scotia B0J 2C0

The Lessor and Lessee agree that any notice to be given or payment being made hereunder may be given or made by personal service or courier delivery.

27. Binding Effect

This agreement shall ensure the benefit and be binding upon the parties hereto, their successors [and assigns of the Lessor and permitted assigns of the Lessee].

28. Gender

In this lease, words in the singular including the plural and vice-versa, and words in the neuter gender include the masculine and feminine genders and vice-versa, with the intent that this lease shall be read with all changes of number or gender required of the context.

29. Access by Lessor to Repair

The Lessor and all persons authorized by it shall have the right to erect, use and maintain wiring, mains, pipes, conduits ducts and other means of distributing services in and

through the Premises; and the Lessor and all persons authorized by it shall have the right from time to time and at all reasonable times to enter upon the Premises for the purpose of access thereto for such installation, maintenance and repair; and such entry shall be deemed not to be an interference with the Lessee's possession under this Lease.

30. Abandonment

If the Lessee shall not be using the premises for the purposes of this Lease, then the Lessor shall be entitled to terminate this Lease upon 30 days prior written notice to the Lessee.

31. Enforcement by Lessor

The failure by the Lessor to enforce any term, covenant or obligation of the Lessee 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 Lessor may at any time enforce such term, covenant or obligation. The waiver by the Lessor 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 Lessee contained in this Lease may be waived by the Lessor, unless such waiver is in writing executed by the Lessor. The acceptance of Rent by the Lessor subsequent to any such breach shall not be deemed to be a waiver of such breach, whether or not the Lessor had knowledge of the breach at the time of acceptance of the Rent.

32. Validity

If a term, covenant or condition of this Lease, or the application thereof to any person or circumstances is held to any extent invalid or unenforceable, the remainder of this Lease or the application of the term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected.

33. Additional Provisions regarding Termination

The Lessee shall comply with the provisions of the applicable Building, Fire, Electrical, and Plumbing, Codes, legislation, regulations, and by-laws and use only good workmanship and materials in the maintenance and construction of any new buildings or structures being constructed on the leased premises and shall proceed diligently to completion of the said construction within a reasonable amount of time after receiving the Lessor's approval of the plans and specifications as hereinbefore provided.

The Lessor may terminate the within Lease upon written notice to the Lessee by providing 60 days written notice of intent to terminate the Lease unless the Lessee cures any failure

to comply with the terms of this paragraph and the remaining provisions of the within Lease or if the Lessee should:

- a) fail to construct any building or structure in all respects in accordance with the plans and specifications approved by the Lessor;
- b) fail to obtain any required Building, Electrical, Development, Occupancy, etc., Permits or fail to comply with any applicable municipal by-laws and legal requirements pertaining to the construction of the work;
- c) fail to complete the construction work in a good and workmanlike manner;
- d) allow a Mechanics Lien to be filed against the leased premises which the Lessee shall fail to remove within a period of 30 days after filing;
- e) fail to have adequate fire and liability insurance in place during the construction process which fire and liability insurance shall protect the Lessor as an additional named insured.

34. Recording Lease

The Parties agree that this Lease may be recorded at the appropriate Registry of Deeds office at the Lessee's expense.

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered the Lease, as of the _____, 2025.

SIGNED, SEALED AND DELIVERED

-in the presence of-

LESSEE

LESSOR

LUNENBURG BOARD OF TRADE

TOWN OF LUNENBURG

(affix seal)

(affix municipal seal)

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

I/We have the authority to bind the Society

I/We have the authority to bind the Town

Town of Lunenburg Motion Action List

PRIORITY A = Action within 3 months (Sept. 2025 – Dec. 2025)

PRIORITY B = Action within 6 months (Sept. 2025 – March 2026)

PRIORITY C = Longer-term (Beyond March 2026)

MOTION ACTION LIST					
TITLE	REQUESTED DATE	COUNCIL MOTION OR DESCRIPTION	RESPONSIBLE	TARGET DATE	STATUS & UPDATES
PRIORITY A					
Marketing Levy By-law	2024	Draft a Marketing Levy By-law.	Municipal Clerk	PRIORITY A (in progress) By-law in place by April 2026	Initial notice sent to operators on Sept. 10 Brief survey expected to be sent to operators in November.
Short Term Housing Report	April 1, 2025	Bring back a report on what amendments might look like to the MPS and LUB, including options to: <ul style="list-style-type: none"> • Restrict short-term rentals to primary residences; • Restrict short-term rentals to commercial-use zones; • Evaluate the merits of a short-term rental business licensing by-law. 	Community Development	PRIORITY A Work in tandem with Marketing Levy	

<p>MPS Amendments: DAs on Town Land</p>	<p>Original motion: July 16, 2024 Updated motion: Jan. 7, 2025 COTW</p>	<p>Original motion: Amend the Municipal Planning Strategy, allowing development agreements with potential purchasers of the lower slopes of Blockhouse Hill.</p> <p>Jan. 7, 2025 COTW motion: Refer the proposed amendments to the Municipal Planning Strategy (MPS), as outlined in Attachment A, to Council for consideration, enabling the use of development agreements on lands throughout the Town.</p>	<p>Community Development</p>	<p>PRIORITY A</p>	<p>This is a milestone that needs to be achieved for HAF agreement.</p>
<p>LUB Amendments: Main Street Form Zone & on-site parking</p>	<p>2024 /2025</p>	<p>Form Zone: Prepare a report with recommendations for revising the Land-Use By-law’s Main Street Form Zone requirements, with the aim of encouraging more varied development within this zone</p> <p>Parking: Original (Feb. 27, 2024) : That Council direct staff to work on a proposed amendment to the Land Use By-law (LUB) to enable up to five on-site parking spaces in front yards.</p> <p>Expanded Jan. 28, 2025: That staff to expand their review beyond the motion passed on February 27, 2024, which directed staff to work on a proposed amendment to the Land Use By-law (LUB) to enable up to five on-site parking spaces in front yards, and further explore additional options to address parking challenges in the Salt Meadow subdivision and the apartment buildings in that neighbourhood.</p>	<p>Community Development</p>	<p>PRIORITY A</p>	<p>As a part of comprehensive MPS/ LUB Review – Work expected to start in Jan. 2026</p>
<p>Housing Market Study</p>	<p>Jan. 14, 2025</p>	<p>Collaborate with MODL on commissioning a comprehensive housing market study to provide updated housing market information and address known data gaps that will support affordable housing within the region.</p>	<p>Community Development</p>	<p>PRIORITY A (in progress)</p>	<p>In early November, a draft report was provided for staff review.</p>

Reducing Speed Limits	April 15, 2025	<p>Prepare a report on reducing speed limits from 50 km/h to 40 km/h on Linden Avenue, Pelham Street, and Creighton Street, based on available traffic study data and exploring the possibility of including adjoining streets, in an application to the Province for a speed limit reduction; and that a recommendation of a town-wide reduction may result if appropriate and cost-effective.</p> <p>Bring back a report exploring the installation of four-way stop signs at the intersections of Creighton Street with Prince Street and Creighton Street with Cornwallis Street.</p>	Public Works	PRIORITY A (in progress)	Comments received from Provincial Traffic Authority. Aiming to have a follow up report for December COTW meeting.
PRIORITY B					
Community Grants Policy Amendment	Aug. 19, 2025	<p>Review and propose any possible edits to the policy.</p> <p>Sept. 2, 2025: Council indicated a desire to have a Grants Committee.</p>	Communications & Events Coordinator Municipal Clerk	PRIORITY B Early in 2026; align with the budget cycle)	
Paid Parking Infrastructure	May 28, 2024	Prepare a report on paid parking infrastructure, which accepts various payment options for consideration in conjunction with the 2025/26 budget deliberations.	Public Works Bylaw Enforcement Finance	PRIORITY B Early in 2026; align with the budget cycle)	
Cornwallis Street Renaming	Dec. 10, 2024	Cease work on the renaming of Cornwallis Street subject to Council re-evaluation.	Municipal Clerk Community Development	PRIORITY B	
Washrooms at Lunenburg Academy	Initial Direction: March 4, 2025 COTW	Staff presented an information report on this on June 24, 2025. No motion was made, but a general consensus to revisit the idea of portable washrooms in the Spring of 2026.	Public Works	PRIORITY B Early in 2026; align	

				with the budget cycle)	
Buffer Zone & Rescinding a Motion	April 15, 2025	Review and report back on the UNESCO World Heritage context for development in the Old Town buffer zone, including the 1994 nomination documents and recommendations from Zzap Architecture related to Upper King Street. Following receipt of the report, Council will reconsider its November 28, 2023 motion declaring the Upper King Street lands as surplus.	Community Development	PRIORITY B	
Banner Installation and possible program	July 15, 2025	Explore options for banner installation, taking into consideration the current requests, including potential logistics, responsibilities, and costs, and how similar requests may be accommodated in the future.	Public Works Municipal Clerk	PRIORITY B	
Review Hack & Trolley By-law	Aug. 19, 2025	Review the Hack and Trolley By-law, taking into account regulations from other jurisdictions with similar climates and tourism activities	Municipal Clerk By-law Enforcement	PRIORITY B (Spring 2026)	
Wastewater Treatment and Harbour Water Quality	Aug. 19, 2025	Prepare a report on the Town's wastewater treatment system and its relationship to harbour water quality, including: <ul style="list-style-type: none"> • An overview of whether and how untreated or partially treated sewage may enter the Front or Back Harbour; • A plain-language summary of the current treatment system upgrades and their anticipated impact on effluent quality; and Contextual information to support public understanding of the Town's wastewater practices.	Public Works	PRIORITY B	Staff Report delivered to Council at October 28 Meeting. No subsequent direction provided from Council.
Lunenburg Academy Roof	Aug. 19, 2025	Defer the Lunenburg Academy Roof Repairs Project, with the intention of Staff keeping the same scope for the 2026/27 Town Capital Budget and proceeding with the tender process as soon as possible.	Public Works Community Development Finance	PRIORITY B Early in 2026; align with the budget cycle)	

Traffic and Parking Budget Considerations	March 4, 2025 COTW	<p>Staff to bring forward cost estimates for the following initiatives as part of the 2025/26 budget deliberations:</p> <ul style="list-style-type: none"> • Reconfiguration of the Community Centre parking lot • Accessible parking considerations • Paid parking options <i>*if this is too much perhaps this considered in a different year per Council discussion</i> • Consistent signage improvements 	Public Works Community Development Finance	PRIORITY B Early in 2026; align with the budget cycle)	First two items addressed in July 15, 2025 staff report. Other items to come at a future meeting
PRIORITY C					
NSUARB application to amend Regulation 5.14	April 23, 2024	Amend Electric Utility Regulations to include energy storage alongside renewable low-impact generators, limited to devices with a capacity of 27kW or less.	Finance	PRIORITY C Requires ABCO to follow-up with Town	This was a request from ABCO contingent on ABCO paying for the amendments, but no follow-up has been received yet.
Parking & Traffic Study Recommendation	Jan. 28, 2025	Work towards collaborating with the Municipality of the District of Lunenburg and the local MLA to work towards the recommendation identified in the Parking and Traffic Study regarding safety improvements at the intersection of Route 332 and Trunk 3.	CAO Public Works	PRIORITY C	
Laurie Fisher Art Project	April 22, 2025	Explore how the town could work with Eric Croft to explore options for maintaining and restoring the Laurie Fisher Fish Rehabilitation Project.	Staff TBD	PRIORITY C	
Election signs on public lands	May 13, 2025	Prepare a local rule governing the placement of election signs on public lands, specifically parklands, within the Town of	Municipal Clerk	PRIORITY C	

		Lunenburg.		Prior to next election cycle	
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