

**PLEASE NOTE: A Public Hearing is scheduled at 8:30 a.m.**

## **Municipal Council Meeting AGENDA**

**Tuesday, June 8, 2021 – 9:00 a.m.**

**Via Video/Audio Teleconferencing**

- 1. CALL TO ORDER**
  - 1.1 Mi'kma'ki Territorial Acknowledgement
- 2. ANNOUNCEMENTS, ACKNOWLEDGEMENTS, RECOGNITION**
  - 2.1 Proclamation – Recreation and Parks Month..... 1
- 3. APPROVAL OF AGENDA (as circulated)**
- 4. APPROVAL OF MINUTES – May 25, 2021**
- 5. BUSINESS ARISING FROM MINUTES**
- 6. AWARDING OF TENDERS/RFPs (Nil)**
- 7. PRESENTATIONS/SCHEDULED TIMES**
  - 7.1 Biodiversity Act - Anne Mills, Healthy Forest Coalition, and George Buryani, South Shore Extinction Rebellion ..... 9:15 a.m. 2-15
- 8. CONSIDERATION OF CORRESPONDENCE (Nil)**
- 9. RECOMMENDATIONS FROM COMMITTEES & BOARDS**
  - 9.1 Finance Committee**
    - 9.1.1 Canada Day Grants..... (16) 17-18
  - 9.2 Nominating Committee**
    - 9.2.1 Appointee to Board of Trustees for Lunenburg Common Lands..... 19
- 10. STAFF REPORTS**
  - 10.1 Planning Department**
    - 10.1.1 PACE Agreement, Clean Nova Scotia ..... 10:15 a.m. 20-31
    - 10.1.2 Heritage Property By-law 043 – Second Reading ..... 32-44
    - 10.1.3 Adoption of Proposed By-laws 005C & 006 Amendments to Lunenburg Municipal Industrial SPS & LUB ..... 45-60
- 11. MAYOR'S/DEPUTY MAYOR'S/COUNCILLORS' MATTERS**
  - 11.1 MJSB Update
  - 11.2 LCLC Update
  - 11.3 Deputy Mayor's Update
  - 11.4 Mayor's Update
- 12. ADDED ITEMS**
- 13. IN CAMERA**
  - 13.1 Personnel Matter re MJSB under Section 22(2)(c) of the MGA
  - 13.2 Contract Negotiations re LCLC under Section 22(2)(e) of the MGA
- 14. ADJOURNMENT**

## June is Recreation and Parks Month

**Whereas**, in the District of Lunenburg, recreation practitioners are continually working to create and grow accessible local recreation and parks options, and providing opportunities to explore in our backyards; and

**Whereas**, participating in recreation helps to connect interpersonal relationships, support healthy, active lives across the lifespan, celebrate our diverse cultures while creating opportunities to learn, grow and self-reflect; and

**Whereas**, our parks, green spaces and trails provide places to be in nature, learn about local ecosystems, and continually respect, maintain, and preserve Mi'kma'ki where we live, work and play;

Therefore, on behalf of the Municipality of the District of Lunenburg, I do hereby proclaim the month of June, 2021 to be "**Recreation and Parks Month**" in the District of Lunenburg, acknowledging the year round benefits of Parks and Recreation in our communities.

Thank you for the opportunity to express another point of view in the discussion around the Biodiversity Act Bill 4.

In this presentation we will be talking about crown and private lands and it is important to remember that these lands are actually the unceded lands of the Mi'kmaq.

My name is Anne Mills and my husband and I have owned property including woodland in Lunenburg County for 30 years. I am a retired biologist and have been a member of the Healthy Forest Coalition since its inception in 2016, among other nature oriented organizations.

As I listened to the MODL Council meeting of Tuesday, March 23, 2021 concerning interpretation of the new Biodiversity Act, Bill 4, as pertaining to private landowners, I was struck by the fact that only those who were concerned about the wording of the Bill or were against the Bill, came forward. Only one vote against sending the letter was recorded to express the feeling that council was moving too fast on the issue. Council took a position to send a letter to government endorsing the amendments to the Biodiversity legislation after an aggressive campaign, the cost of which was in the thousands of dollars, by the fictitious group CPLC, Concerned Private Landowners Coalition, and paid for by Forest Nova Scotia without including all representatives from both sides. I need to assert that I supported the Biodiversity Act as it was introduced and I was surprised that many private landowners are so threatened by it. I also know that many private landowners supported the Bill. Where was their input at the Council meeting? The speaker that morning was Jeff Bishop, the Executive Director of Forest Nova Scotia, on behalf of the Concerned Property Owners Coalition, which as it turns out, does not exist formally. I would like to insert here that for the past 30 years legislation very similar to the original Biodiversity Bill 4 has been on the NS Legislature web site starting with the Green Economy Act of 1995. Let me quote two examples taken at random because they relate to the topic of discussion. From the Forests Act – Bill 20 – 1995 and Wilderness Protection Act November 1997;

Quote: 7 Section 36 of Chapter 179, 1995 is repealed and the following sections substituted.

36 (1) Every person who fails to comply with this (Forests Act) or the regulations or with an order made pursuant to this Act or the regulations is guilty of an offence and is liable on summary conviction.

- (a) in the case of a corporation, to a fine not exceeding one hundred thousand dollars; or
- (b) in the case of an individual, to a fine not exceeding fifty thousand dollars or to imprisonment for a term of not more than six months, or to both. etc.....

And, under An Act to Protect Wilderness Areas in Nova Scotia 1997;

1. This Act may be cited as the Wilderness Areas Protection Act.
2. The purpose of this Act is to provide for the establishment, management, protection and use of wilderness areas in perpetuity for present and future generations, in order to achieve the following objectives
  - (a) Maintaining and restoring the integrity of natural processes and biodiversity;
  - (b) Protecting representative examples of natural landscapes and ecosystems and outstanding unique and vulnerable natural features and phenomena;

- (c) Providing reference points for determining the effects of human activity on the natural environment; and
- (d) Promoting public consultation and community stewardship and management of wilderness areas, while providing opportunities for public recreation, sport fishing, traditional patterns of hunting and trapping and for scientific research and environmental education.....

I have chosen these laws at random because of the topic at hand to illustrate that this information has been available to anyone for many years and the government at its discretion would have been in its rightful position to carry out the letter of the law. It's all there in the Nova Scotia Legislature website and although old legislation it is very similar to the new original Biodiversity Bill 4 that was summarily watered down, some say "gutted" by our government. It pays to look carefully at existing facts before making important decisions, as in this case, to send a letter so quickly in support of gutting a bill that was of great importance to this province.

At this point I'd like to turn my attention to another important aspect of the Bill. The actual Biodiversity. What does Biodiversity mean? Of what does it consist? Why is it important to preserve Biodiversity?

Biological Diversity refers to the living organisms; all plants, fungi, lichens, algae, bacteria; animals including invertebrates, fish, amphibians, reptiles, birds and mammals that inhabit the earth. But we cannot separate these organisms from the habitats they live in so this definition must also include waterways, rocky headlands, marshes, bogs, sand dunes, mountains, riparian zones, and indeed the very forests that provide habitat for nesting birds, and a host of the other plants and animals that live in them.

It is difficult to talk about biodiversity without talking about the forest. They are more often than not inextricably intertwined and that is the reason this Act that prior to being watered down was so important to this province. "We must find ways to ensure that the people who rely on the forestry industry for their livelihood are able to practice their trade without the devastating and irreversible impact that clearcutting operations can have on biodiversity and on those who must watch the forests they most love disappear." Quote from a recent letter to Premier Rankin.

Over the past century and more forests have been a major part of the economy of this province but as early as the 1700s mill owners and the public began to realize that it wasn't an infinite resource. Nineteen hundred and sixty-nine was a turning point when larger industrial machinery began to be used that made it easier to harvest trees more quickly. Fifty-four years ago when our two children were very small, Nova Scotia was still a beautiful province and the woods were relatively whole, that things began to change – not noticeably at first but by the 1980s and definitely by the 2000s it became patently obvious that not only were the forests disappearing but there were fewer birds and certain mammals, amphibians and reptiles that were becoming scarce or disappearing due to habitat loss. Mainland moose everyone knows about but how about Little Brown Bats that virtually disappeared overnight because of the white-nose syndrome. They and the following American marten are on the endangered list. The American marten or pine marten used to be province-wide, now only found in two locations in Nova Scotia. They require live mature trees, evenly spaced throughout a harvest site and leaving yellow

birch if possible (A Field Guide to Forest Biodiversity Stewardship Nova Scotia Report for 2019-2). American Marten and their dens are legally protected in Nova Scotia be it on private property or on Crown land. Bicknell's Thrush and Canada Warbler are endangered. We need to spare these birds by not cutting habitat where they nest. Blandings turtle and Eastern ribbon snake are both endangered, to mention a few. There are many more lichens that haven't even been recorded on this list, yet the trees they grow on are being cut. Lichens are the "canaries in the gold mine". If they become extinct we know we are in trouble. Boreal felt lichen is endangered but it's the only one mentioned in this field guide. There are more.

Such vascular plants as Atlantic Coastal Plain flora, Black Ash, Eastern White Cedar, Ram's-head Lady's Slipper and Rockrose are either endangered, threatened or vulnerable.

My studies centre around the mosses, seedless plants that evolved some 450 million years ago. Not one moss is listed although I am told that this will change soon. There are almost 400 species of mosses in the Maritime Provinces and they make up a very important component of the understory in an intact forest. Here are a few reasons why they are so valuable to those forests; their presence prevents leaching of soil nutrients, soil erosion; they retain moisture in the soil, provide a nursery for native plants, but deter invasive plants from taking root, provide nesting material for both mammals and birds, filter out poisons and other harmful chemicals in water. Mosses help keep the forest floor cool and damp in summer and temper the cold in winter. Insert a thermometer into the deep cushion or matt of moss in the woods and that temperature is between 3 and 8-10 degrees cooler than the ambient temperature in summer and warmer by a range of temperatures in winter. They, along with the other plant understory keep our forests healthy. A recent clearcut on private land nearby in the last two months shows a much-disturbed soil and natural springs. The heavy machinery dislodged and scraped away most of the moss cover. That soil will dry out quickly and not be conducive to natural regeneration of this forest.

It is for these and other reasons when speaking of diversity and the Biodiversity Act that a more stringent approach needs to be taken to protect the biodiversity of this province both on private and Crown lands.

Anne Mills

**Municipality of the District of Lunenburg:** Biodiversity Action Motion June 8, 2021

**Whereas**, it is well established that biodiversity loss is occurring throughout the world far more rapidly than at any other time in human history and contributing to our climate crisis and posing threats to health, environment, people’s livelihoods, and world food security and,

**Whereas**, human actions, particularly industrial agriculture, deforestation, and monoculture are primary drivers of collapsing biodiversity on land, overfishing and bottom trawling on seas and,

**Whereas**, biodiversity conservation is an essential component of mitigation of biodiversity loss as well as mitigation and adaptation to climate change and,

**Whereas**, Local governments are essential to the successful implementation of the urgent measures required to avoid and limit biodiversity loss and,

**Whereas** governments at all levels along with dozens of international organizations including the UN Convention on Biological Diversity are taking action to prevent biodiversity loss and promoting proactive conservation measures such as advocating for designation of areas as protected lands and waters and wild areas, protecting genetic resources and species at risk, advocating for banning use of chemicals such as neonicotinoid pesticides which are killing bees and other insects so essential in our ecosystem, supporting sustainable farming committed to reducing chemical usage, and promoting education of the public about the importance of biodiversity, with many of these measures embedded within UN Sustainable Goal 15, “Life on Land”, and UN Sustainable Goal 14, “Life Below Water”, and,

**Whereas**, the Municipality of the District of Lunenburg declared a Climate Emergency October 22, 2019, and joined the Partners for Climate Protection (PCP) program, which mandates the creation of a Local Climate Change Action Plan (LCCAP), which MODL has been very proactive implementing by completing a Corporate and Community GHG inventory and working to set targets for both Corporate and Community GHG emissions reductions, thereby taking steps to address the climate crisis, and,

**Whereas** addressing biodiversity loss can be aligned with the climate target goals around emission reductions and help to support and leverage the achievement of targets being set by acting to support sustainable forestry and protected lands to serve as carbon sinks.

**THEREFORE BE IT RESOLVED THAT** Council will direct staff to prepare a report to be presented to council before the end of 2021 outlining:

--Steps the Municipality of the District of Lunenburg could undertake to prevent biodiversity loss, protect existing biodiversity, and align protection of biodiversity in ways that can leverage their ability to meet and/or exceed their current planned emissions targets and,

--Steps the Municipality of the District of Lunenburg could undertake include encouraging government to implement the key recommendations of the Lahey report without further delay, as those recommendations have sat almost three years without being implemented. Lahey applied to crown lands only and recommended a "Triad System for Ecological Forestry" with one leg being protected and high production forestry at 15% each and the rest (70%) going to the Ecological Matrix where light touch ecological forestry is to be practised.

--Steps the Municipality of the District of Lunenburg could undertake in light of Canada's international commitment to protect 30% of lands and seas by 2030, the delays in implementing Lahey, the catastrophic rate of biodiversity loss, that council request the province scale up the Lahey Triad System to apply to the whole forested land mass of Nova Scotia as the targets for protecting and restoring biodiversity have outstripped the Lahey report recommendations ability to adequately protect biodiversity. The province has not yet met it's 2015 agreement to protect 15% of lands let alone 30% by 2030. While the Biodiversity Act as proposed might have opened a pathway for ensuring that some forests on private lands could count towards that total; the amendments to that bill mean that our Crown land (coincidentally 30% of NS land) must supply the great majority of protected land. Crown lands would carry the protected leg at 30%; the intensive forestry management (plantation) leg would take place on unregulated private lands, including both large industrial freehold lands and small woodlots where owners wish to practise this kind of management; and the matrix leg of the triad would take place on the many small private woodlots where owners wish to practise the "ecological forestry" style of management," encouraged and supported by government.

-- Steps the Municipality of the District of Lunenburg could undertake are review bylaws and consider bylaw changes to support the goal of biodiversity preservation.

--Related budgetary implications

# Presentation to MODL Council, June 8, 2021

Council of Canadians, South Shore Chapter  
([southshore.coc@gmail.com](mailto:southshore.coc@gmail.com))

Anne Mills, Healthy Forest Coalition

George Buryani, South Shore Extinction Rebellion



Log pile from the intact forest



## **Industrial forestry practices that contribute to biodiversity loss:**

- Clear cutting (89% of all cuts expose forest soil to sunlight and increase carbon release)
- 50 year harvest rotations
- Creation of monoculture tree plantations
- Herbicide spraying to eliminate unwanted trees

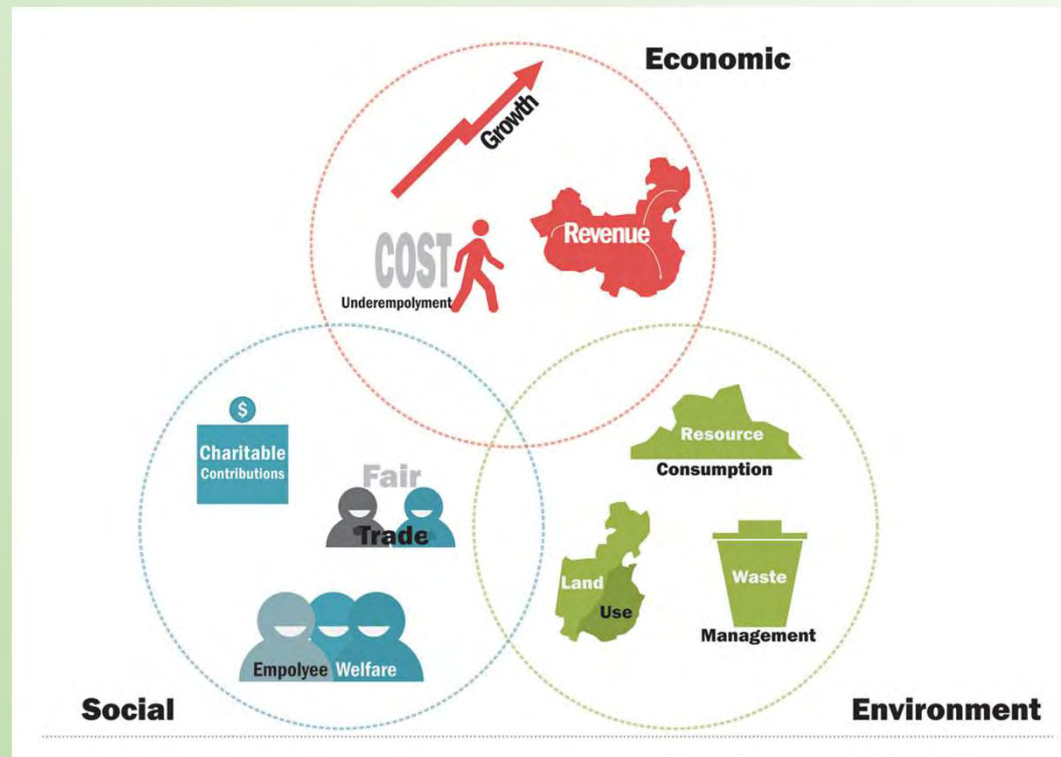
## **These practices:**

- lead to less diverse forests
- deplete forest soils
- weaken forests and make prone to fires, infestation
- increase carbon emissions or reduce forest ability to sequester CO<sub>2</sub>
- increase need to rely on chemicals

Clearcut Ingram River area, north of St. Margarets Bay, in April 2017. - Raymond Plourde



# Blended Value: Economic, Environmental, Social



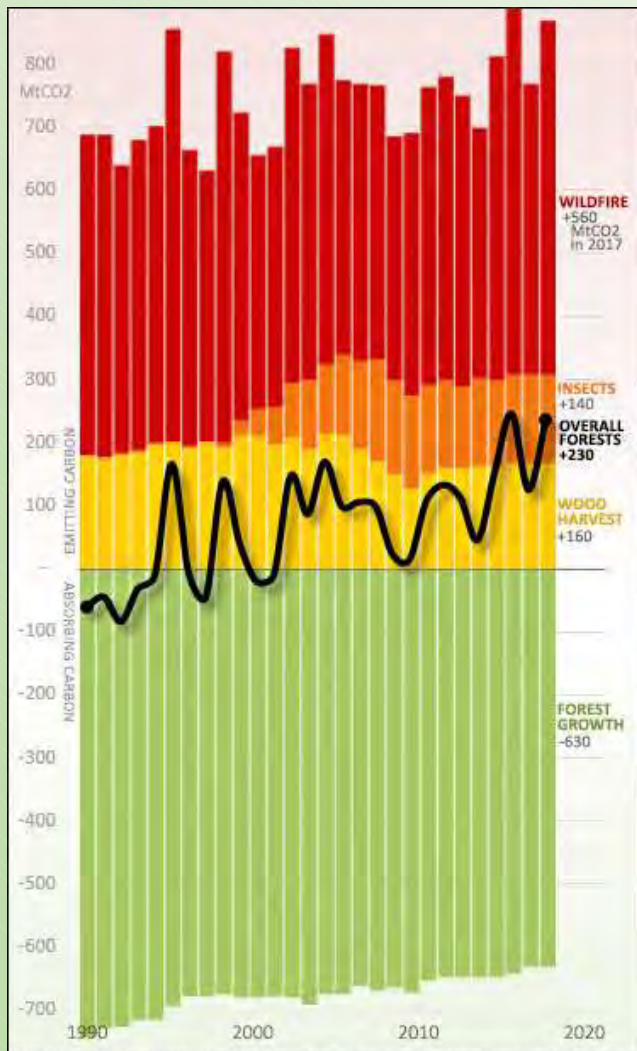
## How Canada's Forests Become Net Carbon Emitters:

### Global warming

- Increase fires and fire intensity
- Forests more prone to infestation
- Tree deaths occur 2 to 4 times faster than pre-2000
- Global warming occurring 10-100x faster than trees can adapt

### Deforestation

- Clear cutting
- Younger forests are less fire resistant
- Cutting too rapidly (50-year rotations) leads to less resilient forests, thus increasing risk of fire and infestation



CANADA FOREST CARBON – Emissions from Canada's managed forest lands. Data from National Inventory Report 2019, with full time series for tables from Environment Canada. CHART by Barry Saxifrage at VisualCarbon.org & NationalObserver.com. Feb 2020

Black line in chart above is an average - carbon emissions from fires, insects and wood harvests (red, orange, yellow) minus the carbon absorption of forest growth (green area). Overall forests are emitting 230 MtCO<sub>2</sub> yearly.





## Municipality of the District of Lunenburg

10 Allée Champlain Drive, Cookville, Nova Scotia, Canada, B4V 9E4  
Phone: 902.543.8181 Fax: 902.543.7123 Web Site: [www.modl.ca](http://www.modl.ca)

June 1, 2021

To Her Worship, Mayor Bolivar-Getson, and Councillors  
of the Municipality of the District of Lunenburg

Dear Mayor and Councillors:

The Finance Committee, in session on Tuesday, June 1, 2021, made the following  
recommendations to Council:

1. That Municipal Council award \$3,250 from the Canada Day Grant account to support  
community Canada Day Events on July 1, 2021 as follows:

Canada Day on the LaHave (Bridgewater)	\$1,000
Riverport & District Fire Department	\$1,000
Petite Riviere Volunteer Fire Department	\$1,000
Tancook Island Recreational Centre Association	\$250

Respectfully submitted,

Chairman and Members  
Finance Committee

/rh  
Attachments



## Municipality of the District of Lunenburg

### Report to Council

**Report To:** Finance Committee  
**Submitted By:** Tissy Bolivar, Program Coordinator  
**Date:** June 1, 2021  
**Re:** Canada Day Grants

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#### Recommendation

That the Finance Committee recommend to Council that Municipal Council award **\$3,250** in **Canada Day Grants** to support community **Canada Day Events on July 1, 2021** as follows:

Town of Bridgewater – \$1,000

Riverport & District Fire Department – \$1,000

Petite Riviere Volunteer Fire Department – \$1,000

Tancook Island Recreational Centre Association – \$250

#### Executive Summary

The Canada Day grant is available to assist community organizations in the delivery of Canada Day celebrations. With public health restrictions, organizations have adapted and revised their plans to align with current guidelines and continue to change as needed.

#### Background

Due to COVID-19 restrictions, the deadline for the Canada Day Grants was extended from March 1 to allow organizations to prepare their plans. We have received 4 applications, all which have COVID adaptable plans, focusing on virtual programs and fireworks displays that can be socially distanced.

We have funded all 4 of these applicants in previous years. In 2020, not events were funded based on the public health restrictions limited event opportunities. The Canada Day Grant funds up to 75% of total event costs, up to a maximum of \$1,200. Below is a summary of previous funding allocations.

Organization	2015	2016	2017	2018	2019	2020	2021
New Germany Canada Day Committee	\$1000	\$1000	\$1000	\$1000	\$1,100	0	0
Riverport & District Fire Dept.	\$1000	\$1000	\$1000	\$1000	\$1,000	0	\$1,000
Canada Day on the LaHave (Town of Bridgewater)	\$1000	\$1000	\$1000	\$1000	\$1,200	0	\$1,000
Petite Riviere Fire Department	\$600	\$600	\$600	\$700	0	0	\$1,000
Tancook Island Recreational Centre Association	\$600	\$600	\$600	\$500	\$600	0	\$250
Lunenburg Yacht Club	\$500	\$500	\$500	\$500	\$500	0	0
Riverport & District Community Centre	0	0	0	0	\$300	0	0
<b>Total Budget</b>	\$4700	\$4700	\$4700	\$4700	\$4,700	0	\$3,250

### Budget Implication

The budget for Canada Day Grants is \$5,000. To date, no funding has been awarded.

### Alternatives

1. Not award a Canada Day Grants.
2. Award a different amount than recommended.

### Conclusion

Based on the applications received by the extended deadline, they all meet the necessary grant criteria, have adjusted their plans based on COVID-19 restrictions and guidelines, and will benefit our communities and residents.

Department: Recreation

Report Prepared By: Tissy Bolivar

Date: May 27, 2021

Report Approved By: Bill Schurman

Date: May 27, 2021

Reviewed By CAO:

Date:



## Municipality of the District of Lunenburg

**Report To:** Council  
**Submitted By:** Cathy Moore, Chair, Nominating Committee  
**Date:** June 3, 2020  
**Re:** Recommendation re Appointee to Board of Trustees for Lunenburg Common Lands

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The members of the Nominating Committee on June 2, 2021, reviewed and discussed, via email, the documentation received in favour of Errol Knickle's appointment as the Court's representative to the Board of Trustees for the Lunenburg Common Lands and made the following recommendation:

**"that Municipal Council recommend to the Supreme Court of Nova Scotia that they appoint Errol Knickle as their representative on the Board of Trustees for the Lunenburg Common Lands".**

Cathy Moore, Chair  
Nominating Committee



# Municipality of the District of Lunenburg

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## REQUEST FOR DECISION

**REPORT TO:** Council

**SUBMITTED BY:** Jeff A. Merrill, MCIP, LPP, Director of Planning & Development Services

**DATE:** June 8, 2021

**RE:** Clean Energy Financing Program Renewal  
[aka: Property Assessed Clean Energy (PACE)]

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## RECOMMENDATION

Staff recommends that Council enter into another contract with Clean Foundation to administer the Clean Energy Financing for another year.

**That Council enter a 1-year contract with Clean Foundation for the continued delivery of the Clean Energy Financing Program to MODL homeowners.**

## BACKGROUND

The Clean Energy Financing Program (launched on July 12, 2016), which was developed in partnership with 3 other Municipalities. The program offers financing for energy efficiency and cleaner energy retrofits for residential homeowners. The program enables homeowners to finance, up to \$10,000 in, clean energy upgrades to their home against their property. The low interest (4%) financing is tied to the property and not the individual and is transferrable if the property changes ownership. In addition to the environmental benefits of reducing greenhouse gas emissions and becoming more energy secure the program enables homeowners to reduce their energy costs thus making life in MODL more affordable.

## DISCUSSION

The agreement is like last year's agreement. However, some tweaks were made to the agreement because of a funding grant Clean Foundation received. Clean Foundation received a Federation of Canadian Municipalities (FCM) grant for the clean energy financing program. The funds will be used to provide marketing support and to reduce the fees for homeowners. The agreement now states Clean Foundation will provide marketing support (s.3.01) and fees are reduced to \$100 + the cost of a home energy assessment (s. 4.01). Last year the fees were \$450 + the cost of a home energy assessment.

### Clean Energy Financing Program Statistics

	<b>2016-2017</b>	<b>2017-2018 (May 19/19)</b>	<b>2018-2019 (May 19/19)</b>	<b>2019-2020</b>	<b>2020-2021</b>
<b>Registered</b>	13	22	10	15	3
<b>Exited Early</b>	5	7 (2 back on wait list)	10 (1 went to Home Warming Program; 2 into 2019 year)	10	1 (moved to 2021 year)
<b>Rejected – Credit Check</b>	n/a	8	-	1	
<b>Rejected - Other</b>	0	2	-	2 (arrears check)	1 (arrears check)
<b>In Progress</b>	-	-	-	4	-
<b>Completed Upgrades</b>	8	5	0	2	1
<b>Wait list</b>	32	7	10	2	4
<b>Average Estimated Payback Period (Years)</b>	8.2	6.52	n/a	5.5	4.6

<b>Average Financing / House</b>	\$8,905.91	\$8,510.60	n/a	\$7,477.75	\$10,000
<b>Average Estimated Annual Cost Savings / House</b>	\$1,191.90	\$1,484.00	n/a	\$1,201.00	\$2,328.00

### **BUDGET IMPLICATIONS**

The PACE program is included in Council's 5-year financial plan. The PACE Program By-Law has been designed to be cost neutral, it does not constitute a MODL expenditure funded by the tax rate.

	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
<b>Financing Budget</b>	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
<b>Total Invoices (with program fees)</b>	\$73,734.32	\$42,553.02	\$18,174.93	\$5,151.50	\$0.00

### **CONCLUSION**

To continue the Clean Energy Financing Program Council needs to renew its contract with Clean Foundation.

This **AGREEMENT FOR SERVICES** made the \_\_\_ day of \_\_\_\_\_ 2021

**BETWEEN**

CLEAN NOVA SCOTIA FOUNDATION, a body corporate established pursuant to the *Clean Nova Scotia Foundation Act*, SNS 1988, c 7

(the “**Clean Foundation**”)

- and -

**District of Lunenburg**, a municipality continued pursuant to the *Municipal Government Act*, SNS 1998, c 18

(the “**Municipality**”)

**WHEREAS**

- A. Council for the Municipality had entered into a one year pilot program with Clean Foundation for a Residential Property Assessment Clean Energy (PACE) Program, that concluded on March 31, 2017. Year **five** of the PACE Program concluded on March 31, **2021**;
- B. According to the terms of the RFP/contract for the above noted pilot program, each municipality may, at their sole discretion, negotiate services for future years with Clean Foundation, according to the general terms contained in the RFP/contract and all associated documents thereto;
- C. Council for the Municipality passed a motion to award the administration of the Clean Energy Financing Program to Clean Foundation for a period of 1 year, ending March 31, **2022**; which is to be known as Clean Energy Financing (the “**Program**”);
- D. As part of the Program, the Municipality will offer eligible owners of properties within the Municipality financing to enable Eligible Clean Energy Upgrades (as defined below) to be made to qualifying properties;
- E. The objectives of the Agreement include the establishment of an agreement regarding services and payment terms for the Program; and
- F. The Municipality and Clean Foundation have decided to enter into this Agreement to further clarify their respective roles, rights and obligations in relation to the Program and their Agreement and otherwise.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the promises and mutual covenants contained herein, the parties hereto covenant and agree with the others as follows

## ARTICLE 1. INTERPRETATION

- 1.01 **Definitions** – in this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following words and expressions shall have the following meanings:
- (a) “**Business Day**” means a day other than a Saturday or Sunday or any other day upon which the clerk’s office of the Municipality is not open for the transaction of regular business throughout its normal business hours;
  - (b) “**Eligible Clean Energy Upgrade**” means an installation affixed to a subject property within the Municipality, which:
    - (i) will result in improved energy efficiency, the generation of renewable energy, or reduced greenhouse gas emissions;
    - (ii) involves building envelope upgrades such as caulking and weather stripping, duct / air sealing, insulating, or energy efficient windows and doors; building heating, ventilation and air conditioning system upgrades such as heat pumps, wood or pellet stoves, or furnaces or boilers; renewable energy upgrades such as solar thermal panels, solar photovoltaic panels or wind turbines; or such other clean energy upgrades as are approved and agreed in writing; and
    - (iii) is identified as an eligible upgrade in the Municipality’s PACE Program Eligible Clean Energy Upgrade Standards Policy, and meets or exceeds applicable energy efficiency standards as defined in that policy;
  - (c) “**Maximum Eligible Amount**” means the maximum amount that the Municipality notifies Clean Foundation in writing is eligible for the fiscal year for financing by the Municipality under the Program in respect of each Participant, Property or Clean Energy Upgrade;
    - (i) the maximum total annual financing ceiling is to be determined by the municipality;
    - (ii) Clean Foundation’s responsibility is to ensure that this financing amount is not exceeded through its management of the property owner Customer Agreements; and
    - (iii) Annual financing levels may change from year to year;
  - (d) “**Participant**” means a homeowner that enters into a Customer Agreement with the Municipality to participate in the Program;
  - (e) “**Program**” has the meaning assigned in Recital A above; and

(f) “**Term**” has the meaning assigned in paragraph 9.01 below.

1.02 **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.

1.03 **Calculation of Time** - When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first Business Day following such non-Business Day.

## **ARTICLE 2. SERVICES**

2.01 **Ongoing Services** – During the Term, Clean Foundation shall:

- (a) screen applications from homeowners for eligibility to participate in the Program based on published criteria for the Program, including the absence of any arrears owing to the Municipality by the applicant homeowner;
  - (i) the Municipality may establish additional eligibility requirements whereby certain homeowners may not be eligible in the program;
- (b) arrange for the Customer Agreement to be signed by eligible homeowner applicants and approved and signed by the Municipality and ensure this document is updated whenever there are Program changes;
- (c) provide guidance to Participants about arrangements for home energy assessments and the availability of energy efficiency rebates and any other programs that may provide financial assistance to Participants that are available as of the date of the Participant’s Customer Agreement with the Municipality;
- (d) evaluate the home energy assessment report obtained by each Participant and advise each Participant about which recommendations within the report are Eligible Clean Energy Upgrades that are eligible for financing through the Program;
- (e) arrange and review any necessary supplemental assessments;
- (f) review contractor quotes supplied by Participants to confirm the scope of services is restricted to Eligible Clean Energy Upgrades, and confirm that the cost of the proposed Eligible Clean Energy Upgrade(s) will meet the savings to debt ratio required by the Municipality;
- (g) pay the full amount (including HST), or the Maximum Eligible Amount, whichever is less, of invoices from contractors that are consistent with quotes pre-approved pursuant to paragraph 2.01(f) above, upon receipt of a copy of the

invoice from a Participant and evidence satisfactory to Clean Foundation of substantial completion of the contemplated Eligible Clean Energy Upgrade. Any additional amount above the Maximum Eligible Amount will be the sole responsibility of the homeowner;

- (h) confirm / certify with the Municipality that the home energy upgrade process is complete;
- (i) provide evaluation services for the Program annually; including Participant interviews, and Program data summaries (such as cost and projected energy savings); and
- (j) communicate to Participants the option for a post-installation follow up audit and encourage their participation in an effort to provide post-installation verification.

### ARTICLE 3. MARKETING

- 3.01 The parties understand that marketing and promotion is key to participant uptake and a successful program. To support ongoing promotion, Clean Foundation will provide **full time marketing support for the Program. Marketing materials developed will be provided** for use by the municipalities as they see fit. Clean Foundation **commits** to maintaining and updating the CleanEnergyFinancing.ca website and responding to public and media inquiries about the Program. **Marketing is being funded by grant money received through the Federation of Canadian Municipalities (FCM) and is dependant on a signed agreement with FCM.**
- 3.02 The Municipality may or may not be able to dedicate funds to marketing. However, the Municipality will raise awareness of the Program through their general promotional efforts and relevant cross-promotional opportunities. They will also take advantage of other appropriate marketing opportunities as capacity allows.

### ARTICLE 4. PRICE AND PAYMENT

- 4.01 **Ongoing Charges** – Throughout the Term, the Municipality shall pay to Clean Foundation all of the following amounts, plus any applicable taxes:
- (a) **\$100** per Customer Agreement signed pursuant to paragraph 2.01(b) above. **Clean Foundation covers costs of administering the program through admin fees paid by the homeowner. Fees are being supplemented by grant funding received through the Federation of Canadian Municipalities and are subject to change;**
  - (b) Applicable fees per home energy assessment, if conducted by Clean Foundation. The home energy assessment fee is currently \$99 for homes of all heating types. This fee structure is subject to change in accordance with current home energy assessment pricing as dictated by Efficiency One;
  - (c) Reimbursement for contractor invoices paid pursuant to paragraph 2.01(f) above.



4.02 Invoicing and payment for services rendered under this Agreement shall proceed as follows:

- (a) On or before the 7<sup>th</sup> Business Day following the end of each calendar month during the Term, Clean Foundation shall deliver an invoice to the Municipality for all administrative fees due pursuant to section 4.01 above in respect of the preceding calendar month during the Term;
- (b) On a weekly basis Clean Foundation shall deliver an invoice to the Municipality for contactor payments due pursuant to section 4.01 above;
- (c) The Municipality shall pay the full amount of each invoice delivered by Clean Foundation within 30 days of the invoice date.

#### **ARTICLE 5. RISK MITIGATION**

5.01 Commercial Liability and Automobile Insurance

- (a) Clean Foundation shall, at its sole cost and expense, procure, maintain, pay for and keep in full force and effect for the entire duration of the project, Commercial General Liability Insurance against claims for bodily injury including death, personal injury and property damage including loss of use thereof. Prior to the commencement of any work, Clean Foundation shall provide a Certificate of Insurance to the Municipality evidencing commercial general liability in the minimum amount of \$2,000,000 naming the Municipality as additional insured and shall include cross liability and severability of interest clauses. The per occurrence deductible shall not exceed \$2,500, or in the case of a per claimant deductible, the deductible amount shall not exceed \$1,000. The certificate will also name the facilities/projects subject to this agreement and contain a 30 day notice period of cancellation or material change detrimental to the Municipality.
- (b) Coverage for all operations and liability assumed under the contract shall include but not be limited to the following:
  - (i) Products & Completed Operations
  - (ii) Blanket Contractual
  - (iii) Pollution for a Hostile Fire
  - (iv) Broad Form Property Damage
  - (v) Employees as Additional Insured's
  - (vi) Contingent Employer's Liability
  - (vii) Non Owned Automobile Liability

- (viii) Written on an occurrence form
- (c) Clean Foundation shall also provide the Municipality with a certificate of insurance evidencing vehicle insurance with minimum limits of \$2,000,000 for third party liability on all owned and operated vehicles.
- (d) Clean Foundation shall take out and keep in force Professional Liability (Errors and Omissions) insurance in the amount of \$1,000,000 minimum providing coverage for acts, errors and omission arising from their professional services performed under this Tender. The policy SIR/deductible shall not exceed \$5,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Nova Scotia and acceptable to the Municipality. If policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Municipality. A certificate of insurance evidencing renewal is to be provided each and every year.
- (e) The insurance coverage must be maintained in force throughout the term of the agreement, and, if applicable, any renewal after, with evidence by way of a certificate of insurance provided to the Municipality yearly 10 days prior to the expiry of the insurance coverage. It is the responsibility of Clean Foundation to have this information provided to the Municipality.

#### 5.02 Workplace Safety and Insurance Board

- (a) Clean Foundation shall provide the Municipality with a current WCB Clearance Letter. It is Clean Foundation's responsibility to provide current clearance letters to the Municipality for the duration of the Project or contract term.
- (b) Clean Foundation shall be fully responsible for ensuring contractors have workers' compensation insurance in place covering their own employees and general commercial liability insurance coverage with a limit of not less than \$2,000,000 per occurrence. Clean Foundation shall obtain proof that such insurance is in place. The proof may take the form of an insurance certificate, issued by the contractor's Broker or Insurer

#### 5.03 Indemnity:

- (a) Clean Foundation (the "indemnifying party"), shall indemnify, defend and hold harmless the Municipality and its subsidiaries, affiliates, employees, and successors and assigns from and against, and in respect of, any and all actions, claims, suits, judgments, damages, liabilities, losses, penalties, costs and expenses (including, without limitation, legal fees and disbursements) of every kind whatsoever (collectively, "Damages") arising in any manner out of or from, or in connection with, any actual or alleged (i) patent, copyright, or trademark

infringement, or violation of any other proprietary right, arising out of the use of the indemnifying party's brand and logos; (ii) breach by the indemnifying party of any term or provision of this Agreement; (iii) personal injury, wrongful death or property damage arising out of or relating to any products or any services provided by the indemnifying party pursuant hereto; and (iv) wrongful or negligent acts or omissions by the indemnifying party and its officers, directors, employees, and agents. This indemnification shall survive the expiry and/or termination of this Agreement.

#### **ARTICLE 6. CONFIDENTIALITY AND PROTECTION OF PRIVACY**

- 6.01 Providing this service involves the collection, use and disclosure of some personal information about Participants, in order to protect this personal information:
- (a) The purpose(s) for collecting personal information will be expressly communicated, either orally or in writing, at the time of collection or before the information is collected. The use of personal information collected will be limited to the purposes communicated to the Participant;
  - (b) Participant information will only be disclosed where necessary to fulfill the purposes identified at the time of collection. Clean Foundation will not use or disclose Participant, member or volunteer personal information for any additional purpose unless we obtain consent to do so;
  - (c) Participant lists or personal information will not be sold to or shared with other parties;
  - (d) Personal information provided will be kept no longer than is necessary to retain the information for legal or business purposes; and
  - (e) Participants may access their personal information, subject to the exceptions listed in PIPEDA, or request a correction of their personal information.
  - (f) Clean Foundation will adhere to the Municipality's policy on records management, retention, and destruction.

#### **ARTICLE 7. PACE PROGRAM BY-LAW**

- 7.01 The service provided will adhere to the legal framework and regulatory requirements set out by the Municipality's By-Law as well as by any provincial and national legislation and regulations that may relate to it.

#### **ARTICLE 8. COVENANTS OF THE MUNICIPALITY**

- 8.01 The Municipality shall follow the process recommended by Clean Foundation pursuant to section 2.01 above in the administration of the Program during the Term.

- 8.02 The Municipality agrees that Clean Foundation will retain intellectual property rights to any materials created by Clean Foundation for The Program, and therefore covenants not to disclose, use or permit the use of those materials by any other party after the Term of this Agreement without the prior express written consent of Clean Foundation.

### **ARTICLE 9. TERM AND TERMINATION**

- 9.01 Clean Foundation may arrange for Customer Agreements to be signed until the close of business on March 31, 2022. Each day between the date of this Agreement and that day shall be part of the “**Term**” of this Agreement. If the parties agree to renew or extend the Term of this Agreement, then each day between March 31, 2022 and the expiration date that may be agreed upon from time to time shall also be part of the “**Term**” of this Agreement.
- 9.02 The parties acknowledge that Customer Agreements between eligible homeowner applicants and the Municipality may not be fully performed prior to the end of the Term. If Clean Foundation incurs costs or provides services after the Term, which relate to a Customer Agreement entered into during the Term, then the Municipality agrees to honour the payment terms set out in sections 4.01 and 4.02 above in relation to those contracts, even after the expiration of the Term.

### **ARTICLE 10. GENERAL PROVISIONS**

- 10.01 **Amendment** - This Agreement may not be amended or modified in any respect except by a written agreement signed by the parties.
- 10.02 **Waiver** - No waiver by any party of any breach of any provision of this Agreement by any of the other parties shall take effect or be binding upon that party unless in writing and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the right of the party not in default with respect to any other breach.
- 10.03 **Severability** - If any article, section or any portion of any section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Agreement.
- 10.04 **Enurement** - This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.
- 10.05 **Execution by Counterpart** - This Agreement may be executed by any person who is from time to time to become a party hereto by signing a counterpart hereof, each of which counterpart so executed shall be deemed to be an original and such counterparts together shall constitute a single instrument.

**IN WITNESS WHEREOF** the parties have properly executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of:

**CLEAN NOVA SCOTIA FOUNDATION**

\_\_\_\_\_  
Witness:

Per: \_\_\_\_\_  
Scott Skinner, Chief Executive Officer

\_\_\_\_\_  
Witness:

**DISTRICT OF LUNENBURG**

Per: \_\_\_\_\_  
Carolyn Bolivar-Getson, Mayor

\_\_\_\_\_  
Witness:

Per: \_\_\_\_\_  
Sherry Conrad, Municipal Clerk



## Municipality of the District of Lunenburg

### Request for Decision

**REPORT TO:** Municipal Council  
**SUBMITTED BY:** Byung Jun Kang, Planner  
**DATE:** June 8, 2021  
**RE:** Heritage Property By-law (2021) Second Reading Memo

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#### RECOMMENDATION

That Municipal Council conduct Second Reading to repeal By-law 004, the Heritage Property By-law (1996), and adopt By-law 043, the Heritage Property By-law (2021) as presented in Appendix B of the staff memo dated June 8, 2021.

#### DISCUSSION

After Council gave notice of intention to repeal By-law 004 and to adopt By-law 043 on April 13, 2021, a public notice was posted on a local newspaper and our website on April 21, 2021, and May 19, 2021. No public comments were received as of June 1, 2021.

Council already approved the accompanying policy (Policy 027, the Heritage Property Policy) in Resolution 2021-079 on April 28, 2021.

#### ATTACHMENTS

Appendix A: Revised staff report on the adoption of Heritage Property By-law (2021)  
Appendix B: proposed MODL By-law 043 (Heritage Property By-law, 2021)  
Appendix C: MODL By-law 004 (Heritage Property By-law, 1996)

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Department: Planning & Development Services

Report prepared by: Byung Jun Kang, Planner	Date: 2021-05-31
Report approved by: Jeff Merrill, Director	Date: 2021-06-01
Reviewed by CAO: Tom McEwan, Chief Administrative Officer	Date: 2021-06-03



## Municipality of the District of Lunenburg

### Request for Decision

**REPORT TO:** Planning Advisory Committee  
**SUBMITTED BY:** Byung Jun Kang, Planner  
**DATE:** March 25, 2021  
**RE:** Adoption of Heritage Property By-law (2021)

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#### RECOMMENDATIONS

That the Planning Advisory Committee recommends Municipal Council to repeal By-law 004, the Heritage Property By-law (1996), and replace it with By-law 043, the Heritage Property By-law (2021), as ~~proposed in~~ **presented in revised** Appendix A of the staff report dated March 25, 2021, and conduct First Reading of the same. ([Motion revised at the PAC meeting.](#))

That the Planning Advisory Committee recommend Municipal Council to amend Policy 027, the Alteration Review Procedure to Municipal Heritage Property Policy, as proposed in Appendix B of the staff report dated March 25, 2021.

~~That the Planning Advisory Committee recommend Municipal Council to appoint the Planner as the Heritage Officer of Municipality.~~ ([Motion retracted at the PAC meeting.](#))

#### LEGISLATIVE AUTHORITY

**Heritage Property Act**, Section 12 and **Municipal Government Act**, Sections 48 and 166.

#### DISCUSSION

Chapter 39 of the Acts of 2015, amendments to the **Heritage Property Act**, received its Royal Assent on December 18, 2015. The new **Heritage Property Act**, along with the **Heritage Property Regulations**, will be proclaimed in the near future as the Nova Scotia Communities, Cultures, and Heritage is making final changes to the **Regulations**. Some of the major changes to the **Heritage Property Act** include:

- A municipality may now deregister a municipal heritage property if continued registration will cause significant financial difficulty for the owner;

- A heritage advisory committee has the authority to recommend its council to deregister a heritage property;
- The process to amend a heritage by-law was clarified that the Minister of Municipal Affairs must approve or refuse the by-law within 60 days of its submission;
- New regulations will be adopted.

Staff identified that, while the **Heritage Property Act** was amended in 1991, 1998, 2010, and 2015, our Heritage Property By-law was last amended in 1996. Staff determined that the By-law and its Policy require a complete overview. The following principles were considered when the By-law and the Policy, as shown in Appendices A and B respectively, were drafted:

- to modernize the By-law and the Policy to be consistent with the **Heritage Property Act**;
- to prepare the By-law and the Policy to conform to the upcoming **Heritage Property Act**;
- to sustain the Council’s direction on heritage properties until the completion of the MODL2040 project, if the policy direction on heritage changes.
  - The Council’s direction on heritage properties has been “no heritage designation without the property owner’s consent”.

Nova Scotia Municipal Affairs and Nova Scotia Communities, Cultures & Heritage started conducting a preliminary review of the draft By-law and Policy on October 22, 2020. The provincial departments issued a pre-approval on December 4, 2020, subject to the final approval after Municipal Council conducts Second Reading. [Municipal Solicitor finished a legal review on March 30, 2021 and identified no issue from a legal perspective, as long as it is clear that the Municipality will not force landowners to register their properties at this time.](#)

## WORK PLAN

The procedure to adopt or amend a heritage property by-law and policy is stated in Table 1.

**Table 1**

Schedule for repealing By-law 004, adopting By-law 043, and amending Policy 027

<b>Legislative Authority</b>	<b>Requirements</b>	<b>Expected Date</b>
<b>Heritage Property Act (2010)</b> , Section 12	Heritage Property By-law must contain all provisions stated in the provincial Act and Regulations.	December 4, 2020
<b>Municipal Government Act</b> , subsection 200(4)	Planning Advisory Committee makes recommendations to council regarding the by-law and policy.	March 25, 2021

<b>Municipal Government Act</b> , subsection 168(1)	A by-law shall be read for the first time.	April 13, 2021
<b>Municipal Government Act</b> , subsection 48(1)	Before a policy is amended, the council shall give at least seven days notice to all council members.	April 13, 2021
<b>Municipal Government Act</b> , subsections 168(2)-(3)	At least fourteen days before a by-law is read for a second time, notice of the council's intent to consider the by-law shall be published in a newspaper circulating in the municipality.	April 21, 2021
<b>Municipal Government Act</b> , subsection 47(1)	Policy 027 is amended.	April 27, 2021
<b>Municipal Government Act</b> , subsection 168(1)	A by-law shall be read for the second time. No public hearing is required.	May 11, 2021 <a href="#">June 8, 2021</a>
<b>Municipal Government Act</b> , clause 169(2)(b) <b>Heritage Property Act (2010)</b> , subsection 12(6)*	A heritage by-law must be submitted to the Minister of Municipal Affairs for approval. Upon the Minister's approval, the heritage by-law has the force of law.	June 30, 2021 (TBD)

\*A publication requirement stated in Section 169 of the **Municipal Government Act** is not applied to a heritage by-law to have the force of law, as the requirement is superseded by subsection 12(6) of the **Heritage Property Act**.

**APPENDICES**

- Appendix A: proposed MODL By-law 043 (Heritage Property By-law, 2021)
- Appendix B: proposed MODL Policy 029 (Heritage Property Policy, 2021)
- Appendix C: MODL By-law 004 (Heritage Property By-law, 1996)
- Appendix D: MODL Policy 029 (Procedure for the Review of Alterations to Heritage Properties)
- [Appendix E: Heritage Property Act \(2010\), Sections 1-3, 12-19](#)
- [Appendix F: Heritage Property Act \(2015\), Sections 1, 3-8, 15](#)

Department: Planning & Development Services  
 Report Prepared By: Byung Jun Kang, Planner  
 Report Approved By: Jeff Merrill, Director  
 Date: 2020-12-07  
 Date: 2021-01-21

**Municipality of the District of Lunenburg  
BY-LAW**

<b>Title:</b> Heritage Property By-law	
<b>By-Law No.</b> 043	<b>Legislative Authority:</b> Heritage Property Act, Section 12
<b>Effective Date:</b> July 14, 2021 (tentative)	<b>Amended Date:</b> N/A

**BE IT ENACTED** by the Council of the Municipality of the District of Lunenburg, under the authority of Section 12 of the **Heritage Property Act**, as follows:

**Short title**

**1** This By-law may be cited as the **Heritage Property By-law**.

**Definition**

**2** In this By-law, “Act” means the **Heritage Property Act**.

**Registry of Heritage Property**

- 3** (1) The Municipality must maintain a municipal registry of heritage property at its administration office.
- (2) The Registry of Heritage Property must
- (a) be properly indexed;
  - (b) contain data with respect to recommendations, registrations, notices, and any other documents required by the Act to be deposited with the registry of deeds;
  - (c) contain information about municipal heritage properties for their identification purpose; and
  - (d) be accessible to the public at no charge during the regular business hours of the administration office.

**Heritage officer**

**4** The Municipality must designate a person employed by the Municipality as the heritage officer to administer this By-law.

### **Heritage Advisory Committee**

- 5 (1) The Municipality must establish a Heritage Advisory Committee to advise the Council on the matters listed in Section 13 of the Act.
- (2) The Planning Advisory Committee of the Municipality is also the Heritage Advisory Committee in subsection (1).
- (3) Terms of office for members of the Heritage Advisory Committee are consistent with subsection 5(1) of the Planning Advisory Committee Policy.
- (4) The membership requirement in Subsection 4(1) of the Planning Advisory Committee Policy must be consistent with the requirements in subsection 12(3) of the Act.

### **Recommendation**

- 6 The Heritage Advisory Committee may recommend to the Municipality that a building, public-building interior, streetscape, cultural landscape, or area be registered as a municipal heritage property in the Registry of Heritage Property by following the procedure in Section 14 of the Act.

### **Evaluation guidelines**

- 7 (1) The Council may, by policy, adopt and amend guidelines for the registration of a municipal heritage property that the Heritage Advisory Committee must use to evaluate the heritage value of a recommended building, public-building interior, streetscape, cultural landscape, or area in Section 6.
- (2) The Council adopts the Standards & Guidelines for the Conservation of Historic Places in Canada, published by Parks Canada, as the guiding document for heritage conservation practice in the Municipality.

### **Registration**

- 8 (1) Subject to subsection (2), the Municipality may register a municipal heritage property by following the procedure in Section 15 of the Act.
- (2) In addition to subsection 15(2) of the Act, no registration in subsection (1) takes place if an owner of the property is against the registration, expressed in writing before a public hearing in clause 14(3)(e) of the Act takes place.

### **Deregistration**

- 9 Municipality may deregister a municipal heritage property by following the procedure in Section 16 of the Act, including the procedure for conducting public hearings.

**Alteration and demolition**

- 10 (1)** The owner of a municipal heritage property must apply to the Municipality for permission in writing to alter, renovate, or demolish the exterior or public-building interior appearance of or demolish the municipal heritage property.
  
- (2)** If the application in subsection (1) is not deemed as non-substantial by the Municipality under the Heritage Property Policy, the Municipality must grant, either with or without conditions, or refuse the application by following the procedure in Section 17 of the Act.

**Repeal**

- 11** By-law 004, the Heritage Property By-law, is repealed.

<b>Annotation for Official By-law Book</b>	
<b>Date of Adoption</b>	<b>June 8, 2021</b>
<b>Amended</b>	<b>N/A</b>
<b>Date of First Reading</b>	<b>April 13, 2021</b>
<b>Date of Advertisement of Notice of Intent to Consider</b>	<b>May 19, 2021</b>
<b>Date of Second Reading</b>	<b>June 8, 2021</b>
<b>Date of mailing to Minister a Certified copy of By-law</b>	<b>June 10, 2021</b>
<b>*Date of advertisement of Passage of By-law or Policy</b>	<b>July 14, 2021 (TBD)</b>
<b>*Effective Date of the By-law unless otherwise specified in the text of this By-law</b>	
<b>I certify that this “Heritage Property By-law” was adopted by Council and published as indicated above.</b>	
<hr/> <b>Sherry Conrad, Municipal Clerk</b>	<hr/> <b>Date</b>

# Municipality of the District of Lunenburg

## POLICY

Title: <b>Heritage Property By-Law</b>	
Effective Date: June 5, 1996	Amended Date:

### 1.0 Definitions

In this By-Law:

- a) “Act” means the Heritage Property Act, R.S.N.S, 1989, Chapter 199;
- b) “Clerk” means the Municipal Clerk for the Municipality of the District of Lunenburg;
- c) “Committee” means the Heritage Advisory Committee;
- d) “Council” means the Municipal Council of the Municipality of the District of Lunenburg.

### 2.0 Heritage Advisory Committee

- 1) The Planning Advisory Committee of the Municipality shall be the Heritage Advisory Committee of the Municipality.
- 2) The Heritage Advisory Committee may advise the Municipality respecting:
  - a. The inclusion of buildings, streetscapes and areas in the municipal registry of heritage property;
  - b. An application for permission to substantially alter or demolish a municipal heritage property;
  - c. Building or other regulations that affect the attainment of the intent and purpose of this By-Law;
  - d. Any other matters conducive to the effective carrying out of the intent and purpose of this By-Law.
- 3) The Heritage Advisory Committee may recommend to the Municipality that a building, streetscape or area be registered as a municipal heritage property in the municipal registry of heritage property.

- 4) The Municipality shall cause notice of the recommendation to be served upon each registered owner of the building, streetscape or area that is the subject of the recommendation at least thirty days prior to registration of the building, streetscape or area in the municipal registry of heritage property, which Notice shall be as in form “A” attached hereto.
- 5) No building, streetscape or area shall be registered as a municipal heritage property unless all the registered owners of such building, streetscape or areas have given their prior consent in writing.

### **3.0 The Registry of Heritage Property**

- 1) The Municipality shall establish and maintain a Registry of Heritage Property at its business office, where all documents relating to the registration of heritage property pursuant to the Heritage Property Act or this By-Law shall be filed.
- 2) The Heritage Property Registry shall:
  - a. Be properly indexed;
  - b. Contain data with respect to recommendation, registration, if applicable, recording particulars of documents required to be lodged at the Registry of Deeds for Lunenburg County and true copies of all notices required by the Act;
  - c. Contain particulars of heritage property under recommendation or registered so as to adequately identify the property;
  - d. Be accessible to the public at no charge during regular business hours at the Municipal Office.

### **4.0**

Council may register a building, streetscape or area as a Municipal Heritage Property in accordance with the provisions of the Act and the registration shall be in the form specified in Form “B”, attached hereto.

### **5.0**

Council may from time to time establish and amend guidelines for the registration of property as heritage property, and the Heritage Advisory Committee shall make recommendations in accordance therewith.

### **6.0**

The Council may de-register a municipal heritage property in accordance with the Act.

**7.0**

A municipal heritage property shall not be substantially altered in the exterior appearance or demolished without the approval of the Municipality and in accordance with the provisions of the Act.

**NOTICE OF PROPOSED RECOMMENDATION FOR REGISTRATION IN THE  
MUNICIPAL HERITAGE REGISTRY  
FORM "A"**

1. \_\_\_\_\_, you are hereby notified that: the land and building located

(Legal description of property. Also civic address and/or assessment number where applicable.)

has been recommended to be registered in the Municipal Heritage Registry for the Municipality of the District of Lunenburg.

2. The reasons for this proposed designation are:

- a) approximate date of erection,
- b) type of architecture, typical of an era,
- c) part of streetscape (description of streetscape location),
- d) local significance, national significance.

3. No person shall substantially alter the existing appearance of or demolish the building, streetscape or an area for one hundred twenty days after the notice is served unless the Municipal Council refuses to register the property.

4. The effect of recommendation and registration in the Municipal Heritage Registry described in paragraph one is that no demolition or substantial alteration in the exterior may be undertaken from the date of registration unless an application, in writing, for permission is submitted to the Municipality and the application is granted with or without conditions. (Where an application is not approved the owner may make the alterations in his application or carry out the proposed demolition at any time after one year but not more than two years from the date of the application).

5. You are hereby notified that the Council will hear submissions regarding the recommendation of the property described in this notice on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. In the Council Chambers of the Municipality of the District of Lunenburg at the hour of \_\_\_\_\_ in the \_\_\_\_\_ noon.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MUNICIPAL CLERK

**NOTICE OF REGISTRATION OF HERITAGE PROPERTY**

**FORM "B"**

**TO:** (Owner's of Heritage Property)

You are hereby notified that:

- 1) The building, streetscape or area:

(address, local, legal description or other identification of property)

has been registered in the Municipal Registry of Heritage Property by resolution adopted at a meeting of the Council the     day of                     20\_\_.

- 2) The effect of registration in the Municipal Registry of Heritage Property is that no demolition or substantial alteration in the exterior appearance may be undertaken from the date of the registration unless an application, in writing, for permission is submitted to the Municipality and the application is granted with or without conditions. Where an application is not approved, the owner may make the alteration described in this application or carry out the proposed demolition at any time after one year but not more than two years from the date of the application.

DATED this     day of                     , 20\_\_.

\_\_\_\_\_  
MUNICIPAL CLERK

**Clerk's Annotation for Official Policy Book**

Date of Notice to Council Members  
off Intent to Consider (7 days minimum)

Date of Passage of Current Policy:

I certify that this "*Heritage Property By-Law*" was adopted by Council as indicated above.

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Date



## **Municipality of the District of Lunenburg**

### **Request for Decision**

**REPORT TO:** Municipal Council  
**SUBMITTED BY:** Byung Jun Kang, Planner  
**DATE:** June 8, 2021  
**RE:** PL200007: Villas at Osprey Ridge Public Hearing & Second Reading

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#### **RECOMMENDATION**

That Municipal Council conduct Second Reading to adopt By-laws 005C and 006C, the amendments to Lunenburg Municipal Industrial Secondary Planning Strategy and Land Use By-law (2021), as presented at the Public Hearing.

#### **DISCUSSION**

After Council gave notice of intention to adopt By-laws 005C and 006C on May 11, 2021, a public notice was posted on a local newspaper and our website on May 19, 2021. No public comments were received as of June 1, 2021. A public hearing was scheduled for June 8, 2021, at 8:30 a.m. which will be broadcasted on the MODL Facebook Page.

The applicants were notified of this public hearing, and in response, they stated that they have “read over all the returned letters [interdepartmental correspondence] and don't see any issues with points brought forward by the concerned authorities on our proposed development.”

#### **ATTACHMENT**

Appendix A: 210429 PL200007 PAC Staff Report

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Department: Planning & Development Services

Report prepared by: Byung Jun Kang, Planner

Date: 2021-05-31

Report approved by: Jeff Merrill, Director

Date: 2021-06-01

Reviewed by CAO: Tom McEwan, Chief Administrative Officer

Date: 2021-06-03



## Municipality of the District of Lunenburg

### Request for Decision

**REPORT TO:** Planning Advisory Committee  
**SUBMITTED BY:** Byung Jun Kang, Planner  
**DATE:** April 29, 2021  
**RE:** The Villas at Osprey Ridge  
(By-laws 005C and 006C: Amendments to Lunenburg Municipal Industrial Zone Secondary Planning Strategy and Land Use By-law)

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#### **RECOMMENDATION**

Staff recommends the following motion:

[To the Chairperson and the members of the Planning Advisory Committee, I move] **“that the Planning Advisory Committee recommend the Municipal Council to give notice of its intention to approve By-laws 005C and 006C, the amendments to the Lunenburg Municipal Industrial Zone Secondary Planning Strategy and Land Use By-law, and conduct First Reading of the same.”**

#### **ORIGIN**

MODL Resolution 2021-061: “that Municipal Council direct staff to hold a public information session and direct the Planning Advisory Committee to review the application submitted by Osprey Ridge GP Limited on March 3, 2021” (March 23, 2021).

## INTRODUCTION

On March 3, 2021, Osprey Ridge GP Limited (NS Reg. Number 3296025), the landowner of Osprey Ridge Golf Club, applied to construct 16 semi-detached houses off Harold Whynot Road in 2 phases. Phase 1 involves the construction of 10 homes on PID 60489549, which is a 7-acre lot typically referred to as Lot 1000. Phase 2 includes the construction of 6 homes on part of the golf club property (PID 60253366), where a couple of existing barns are situated. This proposed development, as shown in Appendix A, is not permitted under Section 3.3 and clause 4.1 a) of the existing Land Use By-law:

**(Section 3.3): “A development permit shall be issued for more than one dwelling on a lot only where the lot has sufficient area and frontage to enable the lot to be subdivided into two lots or more which meet all the applicable zone requirements and where the dwellings are located on the lot in such a way that the new lots may be created around them which meet all applicable area, frontage and yard requirements, or where a development agreement has been executed.**

**(Section 4.1): “In a Mixed Residential (MR) Zone, no development shall be permitted nor shall any land, building or structure be used on a lot within the Mixed Residential Zone for any other purpose than: a) One of the following Main Uses:**

- i) a single-unit dwelling,**
- ii) a two unit dwelling or**
- iii) a multi-unit dwelling; and,”**

Section 3.3 provides a couple of ways to construct multiple dwellings on a lot. The first option, by subdivision design, requires each dwelling to have an on-site septic system in proximity because a sewer pipe cannot cross a lot boundary. Since the proposed houses are designed to share one on-site septic system, the proposed site cannot be subdivided in the future.

Other options are to enter into a new development agreement or to amend the Land Use By-law. The applicant requested the Municipality to amend the Land Use By-law so that the construction of multiple dwellings in a single lot is permitted as-of-right. The difference is that a development agreement applies to a specific site and imposes detailed regulations – whether it mandates vegetation buffers, hours of operation, or grading of land for stormwater. Amending the Land Use By-law applies to the entire zone or plan area and imposes general regulations.

Clause 4.1 a) lists the permitted uses in the MR zone as singular nouns, prohibiting the construction of more than 1 dwelling on a lot.

## **BACKGROUND**

Both Section 3.3 and clause 4.1 a) in the Land Use By-law are deemed to receive its direction from Sections 2.0.3 and 3.0.2 of the Secondary Planning Strategy:

**(Section 2.0.3) “Due to the incompatibility of mobile homes and mobile home parks, with the existing land uses within and surrounding the planning area, it shall be Council’s policy to prohibit mobile homes within the Mixed Residential (MR) Zone.”**

**(Section 3.0.2) “It shall be the policy of Council to permit office and public buildings, national defense buildings, ground search and rescue operations, emergency measure operations, warehousing, hotels, motels, manufacturing uses, residential, recreational, agricultural uses, and retail shopping facilities, excluding mobile homes or mobile home parks, within the Lunenburg Municipal Industrial Zone.”**

While the Land Use By-law does not prohibit mobile home parks in an explicit way, their construction is realistically prohibited by the following provisions in the Land Use By-law:

- the definition of a single-unit dwelling excludes a mobile home; and
- the construction of multiple dwellings on a single lot is prohibited unless it is either
  - by design suitable for subdivision, which decreases the density and therefore reduces profitability to build mobile home parks, or
  - by development agreement, which imposes restrictive regulations.

Staff determined that the 2 sections in the Secondary Planning Strategy prohibiting mobile homes and their parks must be repealed to permit multiple dwellings in a single lot. This change is consistent with a direction of the Municipal Council for the following reasons:

1. Section 2.0.2 of the Secondary Planning Strategy encourages a mix of residential uses to accommodate a variety of housing types in the MR zone, where Phase 1 is situated;
2. the proposed site for Phase 1 (PID 60489549) is the last remaining vacant lot in the MR zone, so a new mobile home park is unlikely after this proposal is approved;
3. the last application to construct a mobile home park or a land-leased community was in 1977, further reducing the likelihood of mobile home park construction; and
4. a Council direction changed to halt the discouragement of manufactured homes in 2019 when the Land-Leased Community By-law was repealed.

Because this is a by-law amendment, the proposed changes would apply to the Plan Area, not just to the proposed site. Note that there are restrictive covenants in place for Danica Drive Subdivision, as shown in Appendix B, in which Section 3 prohibits the construction of more than one dwelling house.

**DISCUSSION**

To permit the construction of multiple dwellings in a single lot as-of-right, staff recommends repealing policy directions to prohibit manufactured homes, the implementing provisions of the policy directions, and striking out definitions that are no longer being referenced, as stated in Table 1. The proposed by-laws amending the Secondary Planning Strategy and the Land Use By-laws are attached as Appendices C and D.

**Table 1**

The list comparing the existing and the proposed Secondary Planning Strategy and Land Use By-law for Lunenburg Municipal Industrial Zone.

<p><b>Lunenburg Municipal Industrial Zone Secondary Planning Strategy (By-law 005)</b></p>	<p><b>Lunenburg Municipal Industrial Zone Secondary Planning Strategy (By-law 005C)</b></p>
<p><b>Existing Section 2.0.3</b></p> <p>Due to the incompatibility of mobile homes and mobile home parks, with the existing land uses within and surrounding the planning area, it shall be Council’s policy to prohibit mobile homes within the Mixed Residential (MR) Zone.</p>	<p><b>Proposed Section 2.0.3</b></p> <p>Repealed.</p>
<p><b>Existing Section 3.0.2</b></p> <p>It shall be the policy of Council to permit office and public buildings, national defense buildings, ground search and rescue operations, emergency measure operations, warehousing, hotels, motels, manufacturing uses, residential, recreational, agricultural uses, and retail shopping facilities, <b>excluding mobile homes or mobile home parks</b>, within the Lunenburg Municipal Industrial Zone.</p>	<p><b>Proposed Section 3.0.2</b></p> <p>It shall be the policy of Council to permit office and public buildings, national defense buildings, ground search and rescue operations, emergency measure operations, warehousing, hotels, motels, manufacturing uses, residential, recreational, agricultural uses, and retail shopping facilities within the Lunenburg Municipal Industrial Zone.</p>

<b>Lunenburg Municipal Industrial Zone Land Use By-law (By-law 006)</b>	<b>Lunenburg Municipal Industrial Zone Land Use By-law (By-law 006C)</b>
<p><b>Existing Section 3.3 (One dwelling per minimum size lot or parcel)</b></p> <p>A development permit shall be issued for more than one dwelling on a lot only where the lot has sufficient area and frontage to enable the lot to be subdivided into two (2) lots or more lots which meet all the applicable zone requirements and where the dwellings are located on the lot in such a way that the new lots may be created around them which meet all applicable area, frontage and yard requirements, or where a development agreement has been executed.</p>	<p><b>Proposed Section 3.3</b></p> <p>Repealed.</p>
<p><b>Existing Section 4.1 (Permitted developments in the MR zone)</b></p> <p>No development shall be permitted nor shall any land, building or structure be used on a lot within the Mixed Residential (MR) Zone for any other purpose than:</p> <p>a) One of the following Main Uses:</p> <ul style="list-style-type: none"> <li>i) a single-unit dwelling,</li> <li>ii) a two unit dwelling or</li> <li>iii) a multi-unit dwelling; and,</li> </ul> <p>b) One of the following Secondary Uses in conjunction with a single-unit dwelling or a building accessory to a single-unit dwelling:</p> <ul style="list-style-type: none"> <li>i) subject to Section 3.18, a home occupation use</li> </ul>	<p><b>Proposed Section 4.1 (Permitted developments in the MR zone)</b></p> <p>No development shall be permitted nor shall any land, building or structure be used on a lot within the Mixed Residential (MR) Zone for any other purpose than:</p> <ul style="list-style-type: none"> <li>a) residential uses and facilities; and</li> <li>b) One of the following Secondary Uses in conjunction with a single-unit dwelling or a building accessory to a single-unit dwelling: <ul style="list-style-type: none"> <li>i) subject to Section 3.18, a home occupation use</li> </ul> </li> </ul>

<p><b>Existing Sections 4.2 and 5.2 (Zone requirements)</b></p> <p>Detached Single-Unit Dwelling</p> <p>Attached Dwellings on Separate Lots</p> <p>Two- Unit Dwelling</p> <p>Multi-Unit Dwelling</p>	<p><b>Proposed Sections 4.2 and 5.2 (Zone requirements)</b></p> <p>Detached Single-Unit Dwellings</p> <p>Attached Dwellings on Separate Lots</p> <p>Two- Unit Dwellings</p> <p>Multi-Unit Dwellings</p>
<p><b>Existing Part 7 (Definitions)</b></p> <p>Dwelling, detached single-unit, means a completely detached dwelling, other than a mobile or mini home, containing only one dwelling unit.</p>	<p><b>Proposed Part 7 (Definitions)</b></p> <p>Dwelling, detached single-unit, means a completely detached dwelling containing only one dwelling unit.</p>
<p><b>Existing Part 7 (Definitions)</b></p> <p>Mobile home means any dwelling which is pre-manufactured and designed to be transported to a site as one intergral unit on its own chassis and wheels, and where it may be located on wheels, jacks, posts, piers, blocks or permanent foundations, and which may be connected to sanitary facilities.</p>	<p><b>Proposed Part 7 (Definitions)</b></p> <p>Repealed. (This definition is no longer referenced in the Land Use By-law.)</p>
<p><b>Existing Part 7 (Definitions)</b></p> <p>Mobile home park means an establishment comprising land or premises under single ownership, designed and intended for residential use, where residence is in two or more mobile homes.</p>	<p><b>Proposed Part 7 (Definitions)</b></p> <p>Repealed. (This definition is no longer referenced in the Land Use By-law.)</p>
<p><b>Existing Part 7 (Definitions)</b></p> <p>Semi-detached dwelling - See DWELLING, SEMI-DETACHED.</p>	<p><b>Proposed Part 7 (Definitions)</b></p> <p>Repealed. (This definition was never referenced in the Land Use By-law.)</p>

## **IMPLICATIONS**

A public information session (<https://www.facebook.com/watch/live/?v=245680837292575>) was held on April 1, 2021 for citizens to ask questions about this proposed development, and multiple stakeholders were contacted to ask whether this proposal is appropriate as shown in Appendix A.

### **Fire protection**

The proposed site is under the jurisdiction of Oakhill & District Fire Department. Overall, the fire department is confident on its ability to provide fire protection services in the proposed site (Oakhill Fire Department, personal communication, 5 April 2021).

Although Oakhill Fire Hall is 8.0 kilometres away via Highway 325, an access gate on Highway 103 is the primary response route for the fire department to suppress fire in Pine Grove. The access gate, which is located between Exit 12 and Northfield Drive overpass, reduces the response time from 10 minutes to 5 minutes. An automatic mutual-aid agreement is also in place to request assistance from Northfield Fire Department and Bridgewater Fire Department, if more support is needed.

Recommendations from Oakhill Fire Department and the municipal Fire Services Coordinator are as follows:

- it is preferable to have one hydrant for each phase of development, if possible;
- if fire hydrants are planned, a review from Oakhill Fire Department is encouraged to provide suggestions on fire flow rating during the design phase of development;
- if fire hydrants are not planned or unable to provide sufficient fire flow of water, access to a pond by the proposed site is recommended; and
- driveways should have sufficient widths and corner radii to allow fire apparatus to pass each other.

### **Safety & security**

Lunenburg District Royal Canadian Mounted Police (RCMP) oversees the policing activities in the Municipality. Although the proximity of the proposed site to the office of RCMP Bridgewater Detachment is not relevant to the level of service, the addition of 32 residential units to Lunenburg County will not impact police service delivery (RCMP, personal communication, 6 April 2021).

### **Emergency management**

From an emergency management perspective, there is relatively a low risk for this proposed development (Lunenburg County Emergency Management Organization [REMO], personal communication, 13 April 2021).

The REMO advised that, in case of evacuation, Harold Whynot Road is the only way out from the proposed site. Even if Harold Whynot Road is connected to Charlie Lane or Naugler Road in the future, it would likely be private roads. A part of Harold Whynot Road may be prone to an inland flooding, which may further impede an evacuation. Highway 103, the nearby industrial area carrying chemical and hazardous materials, and the two federal police and military facilities make the proposed site fall under the evacuation zone.

### **Environment**

In general, the on-site sewage disposal system would require either a notification or an approval through NS Environment & Climate Change, in which the system must be engineered. While the water main installation and road ditching do not require an approval, culverts and stormwater lines require a notification or an approval, if intended.

During construction, with all the exposed soils, the developer is expected to construct erosion and sedimentation controls by following provincial guidelines (NS Environment & Climate Change, personal communication, 17 March 2021).

### **Water infrastructure**

The applicant stated that a contract for central water exists with Bridgewater Public Service Commission (PSC). Under the 1996 Golf Course Waterline Agreement between the PSC, the Municipality, and the now-dissolved Lunenburg Municipal Industrial Commission, 16 US gallons per minute of water have been allocated to a potential expansion of subdivision of 40 homes. The PSC recognizes the commitment to provide water services to the properties in the agreed quantities. (Bridgewater Public Service Commission, personal communication, 15 April 2021).

### **Traffic safety**

The addition of 32 semi-detached homes will have an insignificant impact to traffic along Harold Whynot Road and the intersections at Cook's Lane and Pinegrove Road. The increased traffic would amount to a maximum of 25 trips in the morning or evening peak hours.

The approach speeds and stopping sight distances have been checked at this existing Golf Club entrance and found to be adequate. Although setback measurements from the Harold Whynot Road were not supplied, the scaled distances on the attached plan are also adequate.

Overall, the provincial department has no concerns with the proposed development (NS Transportation & Active Transit, personal communication, 6 April 2021).

## **WORK PLAN**

The following is a tentative schedule for this planning process:

- Application received on March 3, 2021;
- Public information session held online on April 1, 2021;
- Planning Advisory Committee meeting to be held on April 29, 2021;
- Council conducts a first reading on May 11, 2021;
- Municipality circulates a notice of intention to approve on May 19, 2021;
- Council conducts a public hearing and a second reading on June 8, 2021; and
- NS Municipal Affairs approves the amending by-laws by July 21, 2021.

## **ALTERNATIVES**

The Planning Advisory Committee may recommend against the amendments to the Secondary Planning Strategy and the Land Use By-law for Lunenburg Municipal Industrial Zone Plan Area. If so, the applicant cannot proceed with the construction of the proposed development as shown in Appendix A, unless by development agreement.

However, the existing Land Use By-law allows one building of 20 units by as-of-right, achieving the same level of residential density with a different structural type.

## **APPENDICES**

Appendix A: 21-035 Villas at Osprey Ridge Concept Plan Final

Appendix B: Restrictive covenants of Danica Drive Subdivision

Appendix C: Proposed By-law 005C (Lunenburg Municipal Industrial Zone Secondary Planning Strategy)

Appendix D: Proposed By-law 006C (Lunenburg Municipal Industrial Zone Land Use By-law)

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Department: Planning & Development Services

Report prepared by: Byung Jun Kang, Planner

Date: 2021-04-14

Report approved by: Jeff Merrill, Director

Date: 2021-04-15

FILE: C:\Users\Ken.Zwickler\Zareski Architecture & Planning\Projects - 2021\Projects\21-035 Kiel - Osprey Village\4\_PLANN1\_DWG\1\_Site Plan\21-035-OSPERY\_VILLAGE-100.dwg SHEET: 11x17 (2)



**LEGEND**

- Site Boundary
- - - Adjacent Property Boundary

**SITE SUMMARY:**

- PID: 60489549
- Total Land Area: 10.42Acres

**NOTES:**

- Subject to survey. Property lines and topographic features are approximate only.
- Site subject to by-law review and regulations.

**SOURCES:**

- Property lines and topographic features are from provincial mapping.

**SCALE:**

0 10 20 50 100m  
1 : 2,000

**DWELLING EXAMPLE**



SCHEDULE "A"

██████████  
Place Name: HAROLD WHYNOT ROAD OAKHILL  
Municipality/County: MUNICIPALITY OF DISTRICT OF LUNENBURG/LUNENBURG COUNTY  
Designation of Parcel on Plan: ██████████  
Title of Plan: S/D LOT 1 - 7 & 9 - 15 ERIC WHITE CONSTRUCTION AT OAKHILL  
Registration County: LUNENBURG COUNTY  
Registration Number of Plan: ██████████  
Registration Date of Plan: 2005-10-24 10:53:19

Together with a Right of Way from the Harold Whynot Road over Danica Drive as shown on Plan No. ██████████

1. The lands to which these building restrictions shall apply (hereinafter called the said lands) include the lot hereinbefore described in Schedule A hereto annexed.
2. The Grantee agrees not to cut down or remove from the said lands any living tree standing on the said lot, more than three (3) inches in diameter and more than ten (10) feet from the foundation, without the consent in writing of Eric White Construction Limited ( which consent will not be unreasonably withheld) and that, subject to the exception aforesaid, if any tree more than three (3) inches in diameter and more than ten (10) feet from the foundation, is cut down or removed without such consent first had and obtained, the Grantee will forthwith replace the same, at his expense, under the supervision of Eric White Construction Limited.
3. The Grantee agrees that no more than one dwelling house shall be erected or stand at any one time upon the lot herein described.
4. No addition to any building shall be erected unless the plans and specifications have been submitted to Eric White Construction Limited or its agent and its approval in writing obtained.
5. No signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering the said lot or buildings thereon for sale or rent) shall be placed on any part of the said lot or in any buildings or on any tree, fence, or any kind of structure on the said lot without the consent of Eric White Construction Limited.
6. No trailer of any kind used for the purposes of living, sleeping or eating accommodation shall be parked or placed upon any part of the said lot.
7. No part of the said lands shall be used for the placing or storage or any mobile or modular home, except for the storage of an unoccupied travel trailer.
8. No part of the said lands shall be used for the dumping or storage of building waste or other material of any kind except of clean earth for the purposes of leveling in connection with the erection of a building thereon or the immediate improvements of the grounds.
9. The Grantee will not permit the condition of the surface of the lands or any part thereof to be in such a condition as to be below the standard of landscaping of the surface of lots which is normally found in a first class residential neighbourhood. Homeowners will be responsible for maintenance of ditches along the property line of each lot.
10. The Grantee will not permit the installation and use of any outdoor wood furnaces, incinerator or other refuse burning device.
11. The Grantee covenants and agrees to commence construction of the new home within a period of three (3) months from date of conveyance of the within lot from Eric White Construction Limited. In the event the Grantee has not commenced construction of the new home within the prescribed period and has not made arrangements in writing with Eric White Construction Limited for an extension or should the Grantee decide not to build on the said lot, the Grantee agrees to re-convey the said lands to Eric White Construction Limited at 75% of purchase price paid by the Grantee to Eric White Construction Limited this date. This option shall be at Eric White Construction Limited sole discretion.

12. Eric White Construction Limited will be the exclusive builder on said lands unless other plans and specifications have been submitted to Eric White Construction Limited or its agent and its approval in writing obtained.

13. The Grantee shall not withhold its consent to the erection or installation and maintenance along the side or the rear of the lot herein described of electric, telephone and/or television poles, lines, equipment and guys and anchors, and underground cables, all for common use with all necessary access from time to time for the employees of the person, firm or corporation or persons, furnishing, maintaining or repairing same.

14. Danica Drive is a Private Road therefore pole lighting on lots Danica Drive shall be added to taxes of said lots. Paving will commence after 75% of lots are sold.

15. The Grantee agrees that no dwelling house shall be erected or stand upon the said lot or any part thereof which has in total less than the minimum area of habitable living space set out opposite the most closely applicable description of dwelling house set out below:

Description of Dwelling House Minimum Ground floor area

One Storey: 1600 sq. ft. One and One-Half Storey: 1200 sq. ft. Two Storey: 1400 sq. ft.

The measurements for calculation of the area referred to in this paragraph shall be taken as outside measurements of the main wall of the dwelling house, excluding garage, porch, verandah, sunroom, attic and unfinished basement.

16. Notwithstanding anything herein contained, no building, fence or erection of any kind shall be erected on the said lot unless the plans, dimensions, specifications and location thereof as indicated by a site plan (including the distance from the front, side and rear lines) shall have first been submitted and approved in writing by unless the plans and specifications have been submitted to Eric White Construction Limited (which approval shall not reasonably be withheld) and no building, fence or other erection shall be constructed or placed on the said lot otherwise than in conformity with such plans, specifications and site plan.

17. No part of the said lands shall be used for keeping any animals except those normally kept as household pets. No part of the said lands shall be used for breeding of pets for sale.

18. The Grantee shall not regrade or permit his property to be regraded in such a manner that it will block or impede any water course or swale or cause water to pond or build up on any adjacent property.

19. All homes built shall contain Brick, Cape Cod Wood siding or Stucco.

20. No major repairs to any motor vehicle shall be effected on the said lands save within a wholly enclosed garage.

Provided always that notwithstanding anything herein contained, Eric White Construction Limited, shall have the power by instrument or instruments in writing from time to time waive, alter or modify the above covenants and restrictions in their application to any lot or lots or to any part thereof comprising part of the said lands without notice to the owner of any other lot on the said lands.

Subject to a Nova Scotia Power Inc. utility Easement recorded at the Registry of Deeds Office for the County of Lunenburg on March 28, 2006 as Document No. 84683326.



**Municipality of the District of Lunenburg  
BY-LAW**

<b>Title:</b> Amendments to Lunenburg Municipal Industrial Zone Secondary Planning Strategy (2021)	
<b>By-Law No.</b> 005C	<b>Legislative Authority:</b> Municipal Government Act, Section 216
<b>Effective Date:</b> TBD	<b>Amended Date:</b> N/A

**Title**

**1** This By-law is entitled the Amendments to Lunenburg Municipal Industrial Zone Secondary Planning Strategy (2021).

**Multiple dwellings in a lot permitted**

**2** Section 2.0.3 of By-law 005 is repealed.

**Multiple dwellings permitted in the MR zone**

**3** Section 3.0.2 of By-law 005 is amended by striking out “, excluding mobile homes or mobile home parks,”.

<b>Annotation for Official By-law Book</b>	
<b>Date of Adoption</b>	<b>June 8, 2021</b>
<b>Date of First Reading</b>	<b>May 11, 2021</b>
<b>Date of Advertisement of Notice of Intent to Consider</b>	<b>May 19 &amp; 26, 2021</b>
<b>Date of Second Reading</b>	<b>June 8, 2021</b>
<b>Date of mailing to Minister a Certified copy of By-law</b>	<b>June 10, 2021</b>
<b>*Date of advertisement of Passage of By-law</b>	<b>TBD</b>
<b>*Effective Date of the By-law unless otherwise specified in the text of this By-law</b>	
<b>I certify that these “Amendments to Lunenburg Municipal Industrial Zone Secondary Planning Strategy (2021)” was adopted by Council and published as indicated above.</b>	
_____	_____
<b>Sherry Conrad, Municipal Clerk</b>	<b>Date</b>

**Municipality of the District of Lunenburg  
BY-LAW**

<b>Title:</b> Amendments to Lunenburg Municipal Industrial Zone Land Use By-law (2021)	
<b>By-Law No.</b> 006C	<b>Legislative Authority:</b> <b>Municipal Government Act, Section 219</b>
<b>Effective Date:</b> TBD	<b>Amended Date:</b> N/A

**Title**

1 This By-law is entitled the Amendments to Lunenburg Municipal Industrial Zone Land Use By-law (2021).

**Multiple dwellings in a lot permitted**

2 Section 3.3 of By-law 006 is repealed.

**Multiple dwellings permitted in the MR zone**

3 Clause 4.1 a) of By-law 006 is repealed and the following clause substituted:

a) residential uses and facilities; and

**Zone requirements amended in the MR zone**

4 Subsection 4.2(1) of By-law 006 is amended by striking out “Dwelling” as the word appears in subclauses A) and B) and substituting “Dwellings”.

**Zone requirements amended in the LMI zone**

5 Section 5.2 of By-law 006 is amended by striking out “Dwelling” as the word appears in a chart and substituting “Dwellings”.

**Definition amended**

6 Part 7 of By-law 006 is amended by striking out “, other than a mobile or mini home,” in the definition of “dwelling, detached single-unit”.

**Definitions repealed**

7 Part 7 of By-law 006 is further amended by striking out the definitions of “mobile home”, “mobile home park”, and “semi-detached dwelling”.

**Annotation for Official By-law Book**

<b>Date of Adoption</b>	<b>June 8, 2021</b>
<b>Date of First Reading</b>	<b>May 11, 2021</b>
<b>Date of Advertisement of Notice of Intent to Consider</b>	<b>May 19 &amp; 26, 2021</b>
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<b>*Date of advertisement of Passage of By-law</b>	<b>TBD</b>

\*Effective Date of the By-law unless otherwise specified in the text of this By-law

**I certify that these “Amendments to Lunenburg Municipal Industrial Zone Secondary Planning Strategy (2021)” was adopted by Council and published as indicated above.**

\_\_\_\_\_  
**Sherry Conrad, Municipal Clerk**

\_\_\_\_\_  
**Date**