Cape Breton Regional Municipality

Council Meeting

AGENDA

Tuesday, June 17th, 2014

6:00 P.M.

Council Chambers
2nd Floor, Civic Centre
320 Esplanade, Sydney, NS
Cape Breton Regional Municipal Council

Tuesday, June 17th, 2014

6:00 p.m.

AGENDA ITEMS

PRAYER (See page 4)

ROLL CALL

1. APPROVAL OF MINUTES: (Previously Distributed)
   ➢ Council - Regular Monthly Meeting – May 20th, 2014

2. BUSINESS ARISING:

   2.1 General Committee Meeting – June 4th, 2014
      a) Policy Respecting Music on the Sydney Boardwalk:
         Committee recommends approval of the Policy Respecting Music on the Sydney Boardwalk. Frank Bruleigh, Recreation Manager (See page 5)
      b) Borrowing Resolution – Operating (Line of Credit):
         Committee recommends approval of the renewal of the borrowing Resolution for the Operating Line of Credit in the amount $44,000,000 with the Bank of Montreal. Marie Walsh, Acting Chief Administrative Officer (See page 10)
      c) Municipal Services Emergency Management Mutual Aid Agreement:
         Committee recommends approval of the renewal of the Municipal Services Emergency Management Mutual Aid Agreement as amended between the Municipal units and the First Nation Communities noted in the agreement, which will become effective when the second party executes the agreement. John Dilny, Manager of Emergency Management (See page 12)
      d) Request from Port Morien Wildlife Association to Lease Water Utility Buildings Located at Sand Lake:
         (Spokesperson________) (See page 43)

...Continued
3. **PLANNING ISSUES:**

3.1 **Municipal Planning Strategy Amendment 991 – Joneliim Realty - Staff Requests Permission to Conduct a Public Participation Program:** Malcolm Gillis, Director of Planning (See page 49)

3.2 **New Waterford Home Hardware Zoning Issue - Request to Purchase CBRM Lands:** Malcolm Gillis, Director of Planning (See page 52)

4. **REPORTS:**

4.1 **Implementation of Active Transportation (AT) Plan - Grand Lake Road Multi Use Path - Resolution needed to access Green Municipal Funds from FCM:** Rick McCready, Planner/Heritage Officer (See page 57)

4.2 **Financial Statements to April 30th, 2014:** Marie Walsh, Acting Chief Administrative Officer (See page 59)

5. **BY-LAWS, RESOLUTIONS & MOTIONS:**

5.1 **By-Laws:**

   a) **Second/Final Reading** – N/A

   b) **First Reading:**

      i. **Amendments to the CBRM Noise By-Law:**

      Committee recommends first reading of the proposed amendments to the CBRM Noise By-law outlined in the staff report of May 30, 2014. Frank Bruleigh, Recreation Manager (See page 61)

5.2 **Resolutions:**

   a) **“Head Injury Awareness Month”**

      Councillor Claire Detheridge (See page 73)

5.3 **Motions:** N/A

**Adjournment**
Cape Breton Regional Municipal Council

Tuesday, May 20th, 2014

6:00 p.m.

PRAYER

God Our Creator, bless us as we gather today for this meeting;
You know our most intimate thoughts;
Guide our minds and hearts
so that we will work
for the good of the community,
and help all your people.

Give us today the strengths
and wisdom to carry out our duties
in the most caring and respectful ways.

Teach us to be generous in our outlook,
courageous in the face of difficulty,
and wise in our decisions.

Amen
Music on the Sydney Boardwalk:

The Recreation Manager spoke to this issue.

**Motion:**
Moved by Councillor Keagan, seconded by Councillor Eldon MacDonald, that a recommendation be made to Council to:

i) approve the Policy Respecting Music on the Sydney Boardwalk, as presented by staff and;

ii) approve the amendments to the CBRM Noise Bylaw as presented for first reading.

**Motion Carried**
At the May 20, 2014 meeting, CBRM Council passed a motion to permit music on the Sydney Boardwalk between June and September each year, subject to a number of conditions (see Council motion attached). Staff has now drafted a formal Policy which clearly outlines the rules and regulations that must be followed, and a copy of this Policy is attached for Council’s consideration.

Also attached is the CBRM Noise By-Law with suggested amendments, specifically a new Section 20 on page 8 and a new Section E on page 9 to reflect the required time change to permit music on the Sydney Boardwalk. I have reviewed these amendments with our By-laws Division and the Solicitor and they concur with same.

**Recommendations:**

- Council approve the Policy Respecting Music on the Sydney Boardwalk;
- Council approve the amendments to the CBRM Noise By-Law.
Policy Respecting Music on the Sydney Boardwalk

**STATEMENT OF POLICY:**

- This Policy may be cited at the “Music on the Sydney Boardwalk Policy”.

- It is the policy of the Cape Breton Regional Municipality to permit music on the Sydney Boardwalk.

**1.0 OBJECTIVES:**

1.1 It is the objective of this policy to ensure that appropriate rules are in place with regard to permitting music on the Sydney Boardwalk.

**2.0 GENERAL:**

2.1 The CBRM Recreation Department will designate areas along the Sydney Boardwalk where musicians will be permitted play.

2.2 Musicians will be required to use battery-operated amplifiers. The only amplifier allowed will be the Traynor TVM-10. No electrical outlets will be provided by CBRM.

2.4 Access to the Sydney Boardwalk for music will be from June 1st to October 1st each year.

2.5 Music will be permitted until 9:30 p.m. each day in accordance with the CBRM Noise By-law.
2.6 Scheduling of music will be done by the Boardwalk Music Society in conjunction with the CBRM Recreation Department.

2.7 Special events on the Sydney Boardwalk between June 1st and October 1st (i.e. Action Week, etc.) will supersede the music schedule.

Approved by Council: __________________
**Amplified Music on the Sydney Boardwalk:**

**Motion:**
Moved by Councillor Eldon MacDonald, seconded by Councillor Detheridge, to approve the establishment of a non-for-profit Society (i.e. Boardwalk Music Society) that would oversee music on the Boardwalk according to the following rules:

1. There will be five areas designed along the Boardwalk where musicians can play;
2. Musicians have agreed to rent/purchase battery operated amplifiers which will alleviate the concerns of decibel levels and the need for access to electrical on the Boardwalk;
3. The Musicians agreed that access to the Boardwalk would start in June and finish by October 1st each year;
4. Music would be allowed until 9:30 p.m. each day as outlined in the CBRM Noise Bylaw *(Note: in order to permit music on the Sydney Boardwalk for the summer weekend months, the Noise Bylaw should be amended to reflect the following time change: Saturday and Sunday until 9:30 p.m. – June to September only)*
5. Signage will be erected to address the Smoke Free Outdoor Spaces Policy and the issue of garbage on the Boardwalk;
6. The Musicians have been set up as a non-for-profit society (Boardwalk Music Society) and will program the space in conjunction with the CBRM Recreation Department;
7. The Society is aware and agrees that any special events (i.e. Action Week, IWK, etc.) will supersede their music schedule.

**Motion Carried.**
Borrowing Resolution – Operating (Line of Credit):

The Manager of Financial Services spoke to this issue.

**Motion:**
Moved by Councillor Bruckshwaiger, seconded by Councillor Eldon MacDonald, that a recommendation be made to Council to approve the renewal of the Borrowing Resolution for the Operating Line of Credit in the amount $44,000,000 with the Bank of Montreal.

**Motion Carried**
MEMO

Date: June 3, 2014

To: Mayor and Council

From: Nancy Dove, Manager of Financial Services

Re: Borrowing Resolution, Operating

CBRM has in place a borrowing resolution for a $44,000,000 line of credit with the Bank of Montreal (BMO). The Bank requires CBRM to renew this operating line of credit annually. This represents the overdraft that is used to finance short term operations and bridge financing for capital projects. I received notification from the Bank of Montreal that we will need a motion from Council to renew this borrowing resolution for the 2014/2015 fiscal year.

Sincerely,

[Signature]

Nancy Dove, BBA, CGA
Manager of Financial Services.
Municipal Services Emergency Management Mutual Aid Agreement:

The Emergency Management Coordinator spoke to this issue.

**Motion:**
Moved by Deputy Mayor Saccary, seconded by Councillor Eldon MacDonald, that a recommendation be made to Council to approve the renewal of the Municipal Services Emergency Management Mutual Aid Agreement as amended between the Municipal units and the First Nation Communities noted in the agreement, which will become effective when the second party executes the agreement.

**Motion Carried**
MEMORANDUM

TO: Mayor and Council

FROM: John Dilny, Manager of Emergency Management

SUBJECT: Municipal Services Emergency Management Mutual Aid Agreement

DATE: May 20, 2014

Issue:

Should the Cape Breton Regional Municipality Council renew the Municipal Services Emergency Management Mutual Aid Agreement between the Cape Breton Regional Municipality and the other municipalities and First Nations Communities listed on the agreement as per section 7 (2) of the CBRM Emergency Management Bylaw.

BACKGROUND:

The Cape Breton Regional Municipality has maintained a Mutual Aid Agreement with the municipalities and First Nations Communities listed on the agreement since 2007 with the exception of Memertou First Nation & Potlotek First Nation. Memertou First Nation & Potlotek First Nation now wish to join the agreement.

The Mutual Aid Agreement states when a requesting municipality and/or First Nation Community is affected by a disaster or emergency and deems its resources inadequate to cope with the disaster or emergency, it may request mutual aid and resources (equipment, supplies, facilities, property services & other resources) by communicating the request to providing the municipality(s) and/or First Nation Community, indicating the request is made pursuant to this Agreement.

Each requesting municipality and/or First Nation Community shall remit payment to providing municipality and/or First Nation Community all documented costs and expenses incurred as a result of extending aid and assistance.
CURRENT SITUATION:

The Emergency Management Coordinators [Eastern Zone Committee] has completed a review of and updated the Municipal Services Emergency Management Mutual Aid Agreement.

The CBRM legal department, the Emergency Management Advisory Committee and the Director’s plus group have reviewed the agreement.

There are two documents attached: one document shows all the changes. The words that are highlighted and have a strikethrough have been eliminated; words that are highlighted only have been added. A final draft copy of the Municipal Services Emergency Management Mutual Aid Agreement.

The major changes made are:

a) MEMBERTOU FIRST NATION & POTLOTEK FIRST NATION wish to join the agreement.

b) The Town of Canso no longer exists.

c) Under Section III, PROCEDURES FOR REQUESTING ASSISTANCE a State of Local Emergency no longer has to be declared in order to request resources.

d) Section X11, INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION outlines procedure if a municipality or First Nations Community wishes to join the agreement.

STAFF RECOMMENDATION:

Staff recommends the Cape Breton Regional Municipality’s Council renew the Municipal Services Emergency Management Mutual Aid Agreement with the other municipalities and First Nation Communities. The effective date shall be the date upon which the second party executes the Agreement.

John Dilny
Manager of Emergency Management
Municipal Services Emergency Management
Mutual Aid Agreement

This Agreement made this day of , 2014 between the signatory incorporated Municipalities and First Nation Communities:

CAPE BRETON REGIONAL MUNICIPALITY

-and-

MUNICIPALITY OF THE COUNTY OF ANTIGONISH

-and-

MUNICIPALITY OF THE COUNTY OF INVERNESS

-and-

MUNICIPALITY OF THE COUNTY OF RICHMOND

-and-

MUNICIPALITY OF THE COUNTY OF VICTORIA

-and-

MUNICIPALITY OF GUYSBOROUGH

-and-

MUNICIPALITY OF THE DISTRICT OF ST. MARY'S

-and-

TOWN OF ANTIGONISH

-and-

TOWN OF MULGRAVE

-and-

TOWN OF PORT HAWKESBURY

-and-

ESKASONI FIRST NATION

-and-
MEMBERTOU FIRST NATION

-and-

POTLOTÉK FIRST NATION
WHEREAS, the parties hereto are Municipalities within the meaning of the Nova Scotia Emergency Management Act, 1990, c. 8, s. 1; 2005, c. 48, s. 1; and First Nation Communities, and

WHEREAS, the Municipalities and First Nation Communities are vulnerable to a variety of major emergencies that could affect any municipality and First Nation Communities to such a degree that local resources would be inadequate to cope with the situation, each municipality and First Nation Communities that is a signatory to this agreement agrees to be party in this Municipal Services Emergency Management Mutual Aid Agreement; and

WHEREAS, the parties hereto wish to make pre-arrangements with each other to provide mutual aid assistance, as may be required at the appropriate times, when affected or threatened by a major emergency.

Section I. DEFINITIONS

"Agreement" means this Municipal Services Emergency Management Mutual Aid Agreement.

"Authorized Representative" means a person, who has been authorized in writing by that party to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified the presumption will be that the successor to that position will be the authorized representative.)

"Mutual Aid Resources" means an employee of the providing Municipality and/or First Nation Community: members of any volunteer Emergency Program of the providing Municipality and/or First Nation Community and equipment, supplies, facilities, property, services, and other resources owned by the Providing Municipality.

"Party(s)" means a municipal unit(s) and/or First Nation Communities that has adopted and executed this Agreement.

"Providing Municipality and/or First Nation Community" means the party(s) that has received a request for mutual aid and assistance under this Agreement.

"Requesting Municipality and/or First Nation Community" means the party(s) requesting mutual aid and assistance under this Agreement.

Section II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES;

When an emergency or disaster strikes, it is recognized that any party to this Agreement may be requested by another party to be a providing Municipality and/or First Nation Community. The extent of the aid and assistance given will be at the discretion of the each providing Municipality and/or First Nation Community, having due regard for their own need for the resources at the time of the request. It is
understood that each party's foremost responsibility is to its own citizens. Accordingly, when aid and assistance and resources have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Section III. PROCEDURES FOR REQUESTING ASSISTANCE

When a requesting Municipality and/or First Nation Community becomes affected by a disaster or emergency and deems its resources inadequate to cope with the disaster or emergency, it may request mutual aid and resources by communicating the request to providing Municipality(s) and/or First Nation Community, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency, if declared, under the Emergency Management Act. 1990, c. 8, s. 1; 2005, c. 48, s. 1, Section 12 (2).

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Requesting Municipality and/or First Nation Community shall set forth requests by means of one of the two options described as follows:

(i) REQUESTS ROUTED THROUGH THE MAYOR, WARDEN and/or FIRST NATION CHIEF: The senior elected official or his/her designated alternate of the requesting Municipality and/or First Nation Community shall make requests for aid and assistance and resources to the senior elected official, or his/her designated alternate of the providing Municipality and/or First Nation Community.

(ii) REQUESTS MADE DIRECTLY TO AUTHORIZE REPRESENTATIVE: An Authorized Representative or his/her designated alternate of the requesting Municipality and/or First Nation Community shall make requests for aid and assistance and resources to the Authorized Representative or his/her designated alternate of the providing Municipality and/or First Nation Community.

(iii) RECORD OF REQUESTS TO BE PROVIDED: The requesting Municipality and/or First Nation Community shall provide a record of the request for assistance to the Emergency Management Coordinator of the providing Municipality and/or First Nation Community, in a timely manner.

B. REQUIRED INFORMATION: Each request for assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

1. Stricken Area and Status: A general description summarizing the condition of the community (i.e., whether the disaster is imminent, in progress, or has already occurred) and of the damage sustained to date;
2. **Services:** Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;

3. **Infrastructure Systems:** Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, debris removal, streets) and the type of work assistance needed;

4. **Aid and Assistance:** The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;

*Provider's Traveling Employee Needs*—Unless otherwise specified by requesting Municipality and/or First Nation Community, it is mutually understood that requesting Municipality and/or First Nation Community will provide for the movement and deployment of providing Municipality's and/or First Nation Community employees. Requesting Municipality and/or First Nation Community shall pay for all reasonable out-of-pocket costs and expenses of providing Municipality's and/or First Nation Community mobilization, movement, and deployment of mutual aid resources to and from the stricken area. Further, requesting Municipality and/or First Nation Community shall house and feed providing Municipality's and/or First Nation Community personnel at its own sole cost and expense. If requesting Municipality and/or First Nation Community cannot provide such food and/or housing at the disaster area, requesting Municipality and/or First Nation Community shall specify in its request for assistance that self-contained personnel are needed.

5. **Facilities:** The need for sites, structures, or buildings outside requesting Municipality and/or First Nation Community geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

6. **Meeting Time and Place:** An estimated time and a specific place for a representative of requesting Municipality and/or First Nation Community to meet the personnel and resources of any providing Municipality and/or First Nation Community.

**Section IV. PROVIDING MUNICIPALITY'S AND/OR FIRST NATION COMMUNITY ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

When contacted by the requesting Municipality and/or First Nation Community, the providing Municipality's and/or First Nation Community Authorized Representative shall assess its own local situation at the time in order to determine resources. If providing Municipality's and/or First Nation Community Authorized representative determines that it has available resources, the providing Municipality's and/or First Nation Community Authorized Representative shall so notify the requesting Municipality and/or First Nation Community. The providing Municipality and/or First Nation Community shall complete a written acknowledgment, whether on the request form received from requesting Municipality and/or First Nation Community or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the requesting Municipality and/or First Nation Community for a final response. The providing Municipality's and/or First Nation Community acknowledgment shall contain the following information:
1. Response to the items contained in the request, a description of the Mutual Aid Resources available;

2. The projected length of time such Mutual Aid Resources will be available to serve requesting Municipality and/or First Nation Community, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)

3. The estimated time when the assistance provided will arrive at the location designated by the requesting Municipality and/or First Nation Community; and

4. The name of the person(s) to be designated as providing Municipality and/or First Nation Community supervisory personnel (pursuant to the "Command and Control" section [Section V] of this Agreement). The providing Municipality and/or First Nation Community will specify what particular expertise the employee has.

When a providing Municipality and/or First Nation Community submits a written acknowledgment to a requesting Municipality and/or First Nation Community request, the providing Municipality and/or First Nation Community shall notify the requesting Municipality and/or First Nation Community authorized representative. The requesting Municipality and/or First Nation Community shall respond to providing Municipality and/or First Nation Community written acknowledgement by executing and returning a copy of the written request to providing Municipality and/or First Nation Community by the most efficient practical means, and maintaining a copy for its file.

Section V. COMMAND AND CONTROL

It is understood that the requesting Municipality and/or First Nation Community affected or threatened by an emergency or disaster and requesting mutual aid shall implement its emergency plan, for the durations of operations, assume direction and control over equipment and human resources contributed by other providing Municipality(s) and/or First Nation Community. The providing Municipality and/or First Nation Community shall designate supervisory personnel among its employees sent to render aid and assistance to requesting Municipality and/or First Nation Community. As soon as practicable, requesting Municipality and/or First Nation Community shall assign work tasks to providing Municipality's and/or First Nation Community supervisory personnel, and unless specifically instructed otherwise, requesting Municipality and/or First Nation Community shall have the responsibility for coordinating communications between providing Municipality's and/or First Nation Community supervisory personnel and requesting Municipality and/or First Nation Community. Requesting Municipality and/or First Nation Community shall provide necessary credentials to providing Municipality's and/or First Nation Community personnel authorizing them to operate on behalf of requesting Municipality and/or First Nation Community.

Based upon such assignments set forth by requesting Municipality and/or First Nation Community, providing Municipality and/or First Nation Community supervisory personnel shall:
1. have the authority to assign work and establish work schedules for providing Municipality's and/or First Nation Community personnel. Direct supervision and control of providing Municipality's and/or First Nation Community personnel, equipment, and other resources shall remain with providing Municipality's and/or First Nation Community supervisory personnel. Providing Municipality and/or First Nation Community should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and, if this is not possible, provider shall notify requesting Municipality and/or First Nation Community accordingly;

2. maintain daily personnel time records, material records, and a log of equipment hours;

3. report work progress to requesting Municipality and/or First Nation Community at mutually agreed upon intervals.

Section VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

Unless otherwise provided, the duration of providing Municipality's and/or First Nation Community assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of providing Municipality and/or First Nation Community and requesting Municipality and/or First Nation Community.

As noted in Section II of this Agreement, providing Municipality's and/or First Nation Community personnel, equipment, and other resources shall remain subject to recall by providing Municipality and/or First Nation Community to provide for its own citizens, if circumstances so warrant. Providing Municipality and/or First Nation Community shall make a good faith effort to provide at least 24 (twenty-four) hours advance notification to requesting Municipality and/or First Nation Community of its (Providing Municipality's and/or First Nation Community) intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

Section VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that requesting Municipality and/or First Nation Community shall pay to providing Municipality and/or First Nation Community all documented costs and expenses incurred by providing Municipality and/or First Nation Community as a result of extending aid and assistance to requesting Municipality and/or First Nation Community. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by requesting Municipality and/or First Nation Community and providing Municipality and/or First Nation Community. Requesting Municipality and/or First Nation Community shall
Community shall be ultimately responsible for reimbursement of all eligible expenses. Providing Municipality and/or First Nation Community shall submit reimbursement documentation to requesting Municipality and/or First Nation Community.

A. Personnel-- During the period of assistance, providing Municipality and/or First Nation Community shall continue to pay its employees according to its then prevailing policies and regulations. Requesting Municipality and/or First Nation Community shall reimburse providing Municipality and/or First Nation Community for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement.

B. Equipment-- Providing Municipality and/or First Nation Community shall be reimbursed by requesting Municipality and/or First Nation Community for the use of its equipment during the period of assistance according to providing municipality and/or First Nation Community local hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. Providing Municipality and/or First Nation Community shall pay for all repairs to its equipment as determined necessary by its Incident Commander to maintain such equipment in safe and operational condition. At the request of providing Municipality and/or First Nation Community, requesting Municipality and/or First Nation Community, if practical, may provide fuels, miscellaneous supplies and minor repairs.

C. Materials And Supplies—A requesting Municipality and/or First Nation Community shall pay the providing Municipality and/or First Nation Community market value for all materials and supplies, which are consumed or otherwise not returnable to the providing Municipality and/or First Nation Community, unless such damage is caused by gross negligence, willful misconduct, intentional misuse or recklessness of providing Municipality and/or First Nation Community personnel.

D. Record Keeping—Providing Municipality and/or First Nation Community shall maintain records and submit invoices and statement of costs for reimbursement by requesting Municipality and/or First Nation Community.

E. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses in an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than 60 (sixty) days following the period of assistance, unless the deadline for identifying damage is extended. Requesting Municipality and/or First Nation Community shall pay the bill or advise of any disputed items, not later than 60 (sixty) days following the billing date. These time frames may be modified in writing by mutual agreement. This shall not preclude providing Municipality and/or First Nation Community or requesting Municipality and/or First Nation Community from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment and resources provided to requesting Municipality and/or First Nation Community.
Section VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever providing Municipality's and/or First Nation Community employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of providing Municipality and/or First Nation Community.

Section IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY

It is mutually understood that a requesting and providing Municipality and/or First Nation Community shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that providing Municipality and/or First Nation Community will be entirely responsible for the payment of workers' compensation benefits to its own respective employees.

Section X. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

When a providing Municipality and/or First Nation Community provides resources to a requesting Municipality and/or First Nation Community pursuant to this Agreement, and if a claim for damages is brought against the party or parties by reason of the negligence of employees or members of its volunteer program acting in the course of their duties pursuant to this Agreement, each party shall be responsible to defend the claim at its own cost. Furthermore, if a party is found liable for the acts of its employees or members of its volunteer program acting in the course of their duties pursuant to this Agreement, that party shall be solely liable for the cost of the damages.

No party to this Agreement shall be liable in damages to another party or to the owner of property within the municipal limits of the other party for failing to respond to a request for assistance under this Agreement or for failing to render adequate assistance.

Section XI. AMENDMENTS

Manner--- This Agreement may be modified at any time upon the mutual written consent of the parties.

If any disagreement arises among the parties as to the proper interpretation of this Agreement that cannot be resolved, the parties shall submit the area of disagreement to an arbitrator as provided by the Arbitration Act.
Section X11, INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, and shall continue to be binding upon the parties in subsequent years and shall be considered to renew automatically from year to year. A party may terminate their participation in this agreement by upon at least sixty (60) days written notice to the other parties. Once a termination is effective, a terminated entity shall no longer be a party to this agreement, but this agreement shall continue to be in force among the remaining parties.

In the event whereas Municipalities and/or First Nations Community desires to join into the Municipal Services Emergency Management Mutual Aid Agreement, the requesting municipality and/or First Nation Community shall write a letter to the chair of the Eastern Zone Emergency Management Committee out lining their intent and subsequent action.

Section XIII. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

IN WITNESS WHEREOF each of the parties have caused this Municipal Services Emergency Management Mutual Aid Agreement to be duly executed in its name and behalf by its authorized signing officers, who have signed accordingly with seals affixed and attested, as of the date set forth in this Agreement.

SIGNED, SEALED, AND DELIVERED in the presence of:

Mayor Cecil P. Clarke
Cape Breton Regional Municipality

Deborah Campbell, Municipal Clerk
Cape Breton Regional Municipality

Date Approved:

Date Signed:

Warden Steve Sampson
County of Richmond

CAO Warren Olsen
County of Richmond

Date Approved:

Date Signed:
Mayor Carol Chisholm
Town of Antigonish

Date Approved:
Date Signed:

CAO Stephen Fiest
Town of Antigonish

Warden Russell Bouchie
County of Antigonish

Date Approved:
Date Signed:

Clerk Treasurer Glen Horne
County of Antigonish

Town of Mulgrave

Date Approved:
Date Signed:

CAO J. Hugh Landry
Town of Mulgrave

Warden Bruce J. Morrison
Municipality of the County of Victoria

Date Approved:
Date Signed:

CAO, Sandy Hudson
Municipality of the County of Victoria

Mayor Billy Joe MacLean
Town of Port Hawkesbury

Date Approved:
Date Signed:

CAO Maris Freimanis
Town of Port Hawkesbury
Eskasoni First Nation
Eskasoni Band

Date Approved:

Date Signed:

Warden Duart MacAulay
County of Inverness

Date Approved:

Date Signed:

District of St. Mary's

Date Approved:

Date Signed:

Municipality of Guysborough

Date Approved:

Date Signed:

Chief Terry Paul
Membertou First Nation
Membertou Band

Date Approved:

Date Signed:
Municipal Services Emergency Management Mutual Aid and Assistance Agreement

This Agreement made the day of , 2007 2014 among between the signatory Incorporated Municipalities and First Nation Communities of:

CAPE BRETON REGIONAL MUNICIPALITY

-and-

MUNICIPALITY OF THE COUNTY OF ANTIGONISH

-and-

MUNICIPALITY OF THE COUNTY OF INVERNESS

-and-

MUNICIPALITY OF THE COUNTY OF RICHMOND

-and-

MUNICIPALITY OF THE COUNTY OF VICTORIA

-and-

MUNICIPALITY OF GUYSBOROUGH

-and-

MUNICIPALITY OF THE DISTRICT OF ST. MARY'S

-and-

TOWN OF ANTIGONISH

-and-

TOWN OF CANSO

-and-

TOWN OF MULGRAVE

-and-

TOWN OF PORT HAWKESBURY

-and-
ESKASONI FIRST NATION

-and-

MEMBERTOU FIRST NATION

-and-

POTLOTEK FIRST NATION
WHEREAS, the parties hereto are Municipalities within the meaning of the Nova Scotia Emergency Management Act, 1990, c. 8, s. 1; 2005, c. 48, s. 1; and First Nation Communities, and

WHEREAS, the Municipalities and First Nation Communities are vulnerable to a variety of Peacetime Emergencies; major emergencies that could affect any municipality and First Nation Communities to such a degree that local resources would be inadequate to cope with the situation; each municipality and First Nation Communities that is a signatory to this agreement agrees to be party in this Municipal Services Emergency Management Mutual Aid Agreement; and

WHEREAS, the parties hereto wish to make arrangements with each other to provide mutual aid and assistance as may be required at the appropriate times during Peacetime Emergencies; hereto wish to make pre-arrangements with each other to provide mutual aid assistance, as may be required at the appropriate times, when affected or threatened by a major emergency.

Section I. DEFINITIONS

"Agreement" means this Municipal Peacetime Services Emergency Management Mutual Aid and Assistance Agreement.

"Authorized Representative" means a person, who has been authorized in writing by that a party to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified the presumption will be that the successor to that position will be the authorized representative.)

"Mutual Aid Resources" means an employee of the providing Municipality and/or First Nation Community; members of any volunteer Emergency Program of the Providing Municipality and equipment, supplies, facilities, property, services, and other resources owned by the providing Municipality and/or First Nation Community

"Party(s)" means a municipal unit(s) and/or First Nation Communities that has adopted and executed this Agreement.

"Providing Municipality and/or First Nation Community" means the party(s) that has received a request for mutual aid and assistance under this Agreement.

"Requesting Municipality and/or First Nation Community" means the party(s) requesting mutual aid and assistance under this Agreement.

Section II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES;
When an emergency or disaster strikes, it is recognized that any party to this Agreement may be requested by another party to be a providing Municipality and/or First Nation Community. The extent of the aid and assistance given will be at the discretion of the each providing Municipality and/or First Nation Community, having due regard for their own need for the resources at the time of the request. It is understood that each party's foremost responsibility is to its own citizens. Accordingly, when aid and assistance and resources have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Section III. PROCEDURES FOR REQUESTING ASSISTANCE

When a requesting Municipality and/or First Nation Community becomes affected by a disaster or emergency and deems its resources inadequate to cope with the disaster or emergency, it may request mutual aid and resources by communicating the request to providing Municipality(s) and/or First Nation Community, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency, if declared, under of the Emergency Management Act. 1990, c. 8, s. 1; 2005, c. 48, s. 1, Section 12 (2).

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Requesting Municipality and/or First Nation Community shall set forth requests by means of one of the two options described as follows:

(i) REQUESTSROUTED THROUGH THE MAYOR, WARDEN, FIRST NATION CHIEF: The senior elected official or his/her designated alternate of the requesting Municipality and/or First Nation Community shall make requests for aid and assistance and resources to the senior elected official, or his/her designated alternate of the providing Municipality and/or First Nation Community.

(ii) REQUESTS MADE DIRECTLY TO AUTHORIZE REPRESENTATIVE: An Authorized Representative or his/her designated alternate of the requesting Municipality and/or First Nation Community shall make requests for aid and assistance and resources to the Authorized Representative or his/her designated alternate of the providing Municipality and/or First Nation Community.

(iii) RECORD OF REQUESTS TO BE PROVIDED: The requesting Municipality and/or First Nation Community shall provide a record of the request for assistance to the Emergency Management Coordinator of the providing Municipality and/or First Nation Community, in a timely manner.
B. **REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

1. **Stricken Area and Status:** A general description summarizing the condition of the community (i.e., whether the disaster is imminent, in progress, or has already occurred) and of the damage sustained to date;

2. **Services:** Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;

3. **Infrastructure Systems:** Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, debris removal, streets) and the type of work assistance needed;

4. **Aid and Assistance:** The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;

*Provider’s Traveling Employee Needs*—Unless otherwise specified by requesting Municipality and/or First Nation Community, it is mutually understood that requesting Municipality and/or First Nation Community will provide for the movement and deployment of providing Municipality’s and/or First Nation Community employees. Requesting Municipality and/or First Nation Community shall pay for all reasonable out-of-pocket costs and expenses of providing Municipality’s and/or First Nation Community mobilization, movement, and deployment of mutual aid resources to and from the stricken area. Further, Requesting Municipality and/or First Nation Community shall house and feed providing Municipality’s and/or First Nation Community personnel at its own sole cost and expense. If requesting Municipality and/or First Nation Community cannot provide such food and/or housing at the disaster area, requesting Municipality and/or First Nation Community shall specify in its request for assistance that self-contained personnel are needed.

5. **Facilities:** The need for sites, structures, or buildings outside requesting Municipality and/or First Nation Community geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

6. **Meeting Time and Place:** An estimated time and a specific place for a representative of requesting Municipality and/or First Nation Community to meet the personnel and resources of any providing Municipality and/or First Nation Community.

Section IV. PROVIDING MUNICIPALITY’S AND/OR FIRST NATION COMMUNITY ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE
When contacted by the requesting Municipality and/or First Nation Community, the providing Municipality's and/or First Nation Community Authorized Representative shall assess its own local situation at the time in order to determine resources. If providing Municipality's and/or First Nation Community Authorized Representative determines that it has available resources, the providing Municipality's and/or First Nation Community Authorized Representative shall so notify the requesting Municipality and/or First Nation Community. The providing Municipality and/or First Nation Community shall complete a written acknowledgment, whether on the request form received from requesting Municipality and/or First Nation Community or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Requesting Municipality for a final response. The providing Municipality's and/or First Nation Community acknowledgment shall contain the following information:

1. Response to the items contained in the request, a description of the Mutual Aid Resources available;

2. The projected length of time such Mutual Aid Resources will be available to serve requesting Municipality and/or First Nation Community, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)

3. The estimated time when the assistance provided will arrive at the location designated by the requesting Municipality and/or First Nation Community, and

4. The name of the person(s) to be designated as providing Municipality and/or First Nation Community supervisory personnel (pursuant to the "Command and Control" section [Section V] of this Agreement). The providing Municipality and/or First Nation Community will specify what particular expertise the employee has.

When a providing Municipality and/or First Nation Community submits a written acknowledgment to a requesting Municipality and/or First Nation Community request, the providing Municipality and/or First Nation Community shall notify the requesting Municipality and/or First Nation Community authorized representative. The requesting Municipality and/or First Nation Community shall respond to providing Municipality and/or First Nation Community written acknowledgement by executing and returning a copy of the written request to providing Municipality and/or First Nation Community by the most efficient practical means, and maintaining a copy for its file.

Section V. COMMAND AND CONTROL

It is understood that the requesting Municipality and/or First Nation Community affected or threatened by an emergency or disaster and requesting mutual aid shall implement its emergency plan, for the durations of operations, assume direction and control over equipment and human resources contributed by other
providing Municipality(s) and/or First Nation Community. The providing Municipality and/or First Nation Community shall designate supervisory personnel amongst its employees sent to render aid and assistance to requesting Municipality and/or First Nation Community. As soon as practicable, requesting Municipality and/or First Nation Community shall assign work tasks to providing Municipality's and/or First Nation Community supervisory personnel, and unless specifically instructed otherwise, requesting Municipality and/or First Nation Community shall have the responsibility for coordinating communications between providing Municipality's and/or First Nation Community supervisory personnel and requesting Municipality and/or First Nation Community. Requesting Municipality and/or First Nation Community shall provide necessary credentials to providing Municipality's and/or First Nation Community personnel authorizing them to operate on behalf of requesting Municipality and/or First Nation Community.

Based upon such assignments set forth by requesting Municipality and/or First Nation Community, providing Municipality's and/or First Nation Community supervisory personnel shall:

1. have the authority to assign work and establish work schedules for providing Municipality's and/or First Nation Community personnel. Direct supervision and control of providing Municipality's and/or First Nation Community personnel, equipment, and other resources shall remain with providing Municipality's and/or First Nation Community supervisory personnel. Providing Municipality and/or First Nation Community should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and, if this is not possible, Provider shall notify requesting Municipality and/or First Nation Community accordingly;

2. maintain daily personnel time records, material records, and a log of equipment hours;

3. report work progress to requesting Municipality and/or First Nation Community at mutually agreed upon intervals.

Section VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

Unless otherwise provided, the duration of providing Municipality's and/or First Nation Community assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of providing Municipality and/or First Nation Community and requesting Municipality and/or First Nation Community.

As noted in Section II of this Agreement, providing Municipality's and/or First Nation Community personnel, equipment, and other resources shall remain subject to recall by providing Municipality and/or First Nation Community to provide for its
own citizens, if circumstances so warrant. Providing Municipality and/or First Nation Community shall make a good faith effort to provide at least 24 (twenty-four) hours advance notification to requesting Municipality and/or First Nation Community of its (providing Municipality's and/or First Nation Community) intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

Section VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that requesting Municipality and/or First Nation Community shall pay to providing Municipality and/or First Nation Community all documented costs and expenses incurred by providing Municipality and/or First Nation Community as a result of extending aid and assistance to requesting Municipality and/or First Nation Community. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by requesting Municipality and/or First Nation Community and providing Municipality and/or First Nation Community. Requesting Municipality and/or First Nation Community shall be ultimately responsible for reimbursement of all eligible expenses. Providing Municipality and/or First Nation Community shall submit reimbursement documentation to requesting Municipality and/or First Nation Community.

A. Personnel—During the period of assistance, providing Municipality and/or First Nation Community shall continue to pay its employees according to its then prevailing police policies and regulations. Requesting Municipality and/or First Nation Community shall reimburse providing Municipality and/or First Nation Community for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement.

B. Equipment—Providing Municipality and/or First Nation Community shall be reimbursed by requesting Municipality and/or First Nation Community for the use of its equipment during the period of assistance according to providing municipality local hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. Providing Municipality shall pay for all repairs to its equipment as determined necessary by its Emergency Site Manager(s) Incident Commander to maintain such equipment in safe and operational condition. At the request of providing Municipality and/or First Nation Community, requesting Municipality and/or First Nation Community, if practical, may provide fuels, miscellaneous supplies and minor repairs.

C. Materials And Supplies—A Requesting Municipality and/or First Nation Community shall pay the providing Municipality and/or First Nation Community market value for all materials and supplies, which are consumed or otherwise not returnable to the providing Municipality and/or First Nation Community, unless such damage is caused by gross negligence, willful misconduct, intentional misuse or recklessness of providing Municipality and/or First Nation Community personnel.
D. Record Keeping—Providing Municipality and/or First Nation Community shall maintain records and submit invoices and statement of costs for reimbursement by requesting Municipality and/or First Nation Community.

E. Payment; Other Miscellaneous Matters as to Reimbursements—The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than 60 (sixty) days following the period of assistance, unless the deadline for identifying damage is extended. Requesting Municipality and/or First Nation Community shall pay the bill or advise of any disputed items, not later than 60 (sixty) days following the billing date. These time frames may be modified in writing by mutual agreement. This shall not preclude providing Municipality and/or First Nation Community or requesting Municipality and/or First Nation Community from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment and resources provided to requesting Municipality and/or First Nation Community.

Section VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever providing Municipality's and/or First Nation Community employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of providing Municipality and/or First Nation Community.

Section IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY

It is mutually understood that a requesting and providing Municipality and/or First Nation Community shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that providing Municipality and/or First Nation Community will be entirely responsible for the payment of workers' compensation benefits to its own respective employees.

Section X. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

When a providing Municipality and/or First Nation Community provides resources to a requesting Municipality and/or First Nation Community pursuant to this Agreement, and if a claim for damages is brought against the party or parties by reason of the negligence of employees or members of its volunteer program acting in the course of their duties pursuant to this Agreement, each party shall be responsible to defend the claim at its own cost. Furthermore, if a party is found liable for the acts of its employees or members of its volunteer program acting in the course of their duties pursuant to this Agreement, that party shall be solely
liable for the cost of the damages.

No party to this Agreement shall be liable in damages to another party or to the owner of property within the municipal limits of the other party for failing to respond to a request for assistance under this Agreement or for failing to render adequate assistance.

Section XI. AMENDMENTS

Manner—This Agreement may be modified at any time upon the mutual written consent of the parties.

If any disagreement arises among the parties as to the proper interpretation of this Agreement that cannot be resolved, the parties shall submit the area of disagreement to an arbitrator as provided by the Arbitration Act.

Section X11, INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, and shall continue to be binding upon the parties in subsequent years and shall be considered to renew automatically from year to year. A party may terminate their participation in this agreement by upon at least sixty (60) days written notice to the other parties. Once a termination is effective, a terminated entity shall no longer be a party to this agreement, but this agreement shall continue to be in force among the remaining parties.

In the event, whereas Municipalities and/or First Nations Community desires to join into the Municipal Services Emergency Management Mutual Aid Agreement, the requesting municipality and/or First Nation Community shall write a letter to the chair of the Eastern Zone Emergency Management Committee outlining their intent and subsequent action.

Section XIII. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement

IN WITNESS WHEREOF each of the parties have caused this Municipal Peacetime Services Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its authorized signing officers, who have signed accordingly with seals affixed and attested, as of the date set forth in this Agreement.
SIGNED, SEALED, AND DELIVERED
in the presence of:

Mayor John Morgan
/Cape Breton Regional Municipality

Date Approved:
Date Signed:

Wayne Budget
Municipality of the County of Victoria

Date Approved: 3/06
Date Signed: 3/06,

Cape Breton Regional Municipality

Cape Breton Regional Municipality

Municipality of the County of Victoria

Cape Breton Regional Municipality

Municipality of the County of Victoria
Warden John Boudreau  
County of Richmond

Date Approved: StipFernie 42,204.5°
Date Signed: 1/5, ...20c 7

Mayor W... acLeah  
Town of Port Hawkesbury

Date Approved: evz.,744-)
Date Signed:

Eskasoni First Nation  
Eskasoni Band  

Date Approved:  
Date Signed:

County of Inverness  

Date Approved:  
Date Signed:

CEO Louis rigout  
County of Richmond

Q.A.O. Can J. MacDonald  
Town of Port Hawkesbury

Eskasoni First Nation  
Eskasoni Band

County of Inverness
Mayor Kaye Chisholm
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Pat A proved:
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Date Signed:

Warden Herb Delor
County of Antigonish
Date Approved: 
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Mayor: Leonard MacDonald
Town of Mulgrave

Date Approved:
Date Signed:

District of ST. Mary's
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<td>PO BOX 561, GLACE BAY, NS, B1A6G4</td>
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Port Morien Wildlife Association

The Manager of Utilities spoke to this issue.

**Motion:**
Moved by Deputy Mayor Saccary, seconded by Councillor George MacDonald, that staff be directed to prepare an Issue Paper regarding the future use of the CBRM buildings located at the Sand Lake Water Supply to determine if they are surplus and can be leased for a nominal fee to the Port Morien Wildlife Association, and bring recommendations to the next Council meeting scheduled for June 17th, 2014.

**Motion Carried.**
Issue Paper

TO: CBRM Council

June 2014

RE: Request from Port Morien Wildlife Association to lease water utility buildings located at Sand Lake

Background

The former Town of Glace Bay and subsequently the Cape Breton Regional Municipality Water Utility utilized Sand Lake as a water supply for a long period of time. The land area surrounding Sand Lake has been prescribed as a protected watershed and the former County of Cape Breton and lately Cape Breton Regional Municipality has the area zoned as watershed. These designations have restricted activity on the lake itself as well as the surrounding property.

Over the years considerable infrastructure has been built by the Water Utility in the immediate area in support of utility operations. Sand Lake has been a relatively stable and secure source of water over the years, however, during periods of low precipitation water levels in the lake have presented many challenges to the water utility operation. In early 2002 a decision was made to move to the MacAskill Brook reservoir as a source of water for Glace Bay and area and at this time the infrastructure at Sand Lake was deemed to be surplus and subsequently has become obsolete.
Two buildings on the property remain as clean dry storage for incidental water utility supplies. This is not effective storage due to the remote location.

In the last several years the water utility has been approached to release the property, however, until recently through the initiative of the Port Morien Wildlife Association, no group or individual pursued a formal request to Cape Breton Regional Municipality Council.

Options:

A) Maintain the buildings and property as part of the Cape Breton Regional Municipality infrastructure and continue use as required.

B) Declare the property as surplus to the needs of the Cape Breton Regional Municipality and allow for disposal through the process approved by Cape Breton Regional Municipality Council policy. Building configuration, lack of windows, ventilation other factors limit potential reuse.

C) Create a lease agreement between the Cape Breton Regional Municipality and the Port Morien Wildlife Association, establishing conditional use of the property during the lifetime of the lease.

Example of conditions –

- All power costs to be paid in full yearly by association and proof of same supplied to Cape Breton Regional Municipality.
• Property subject to yearly inspection by Cape Breton Regional Municipality.
• Port Morien Wildlife Association maintain registered status.
• Port Morien Wildlife Association maintains fish raising activity.

Recommendation
That Cape Breton Regional Municipality Solicitor prepare a five year renewable lease agreement between Cape Breton Regional Municipality and the Port Morien Wildlife Association for a nominal fee of $1.00 per year with a variety of condition outlined and that the Mayor and Clerk be authorized to sign the this lease agreement.

Signed:

[Signature]

Michael MacKeigan
Manager Utilities Administration
To whom it may Concern

CBRM

The Port Morien Wildlife Association is interested in taking over the building at Sand Lake Water Supply.

We have been raising fish from egg forum for over 38 years now in a baby barn out in Homeville but the property is half on Bill Phillips land and have on land up for sale.

We have been cleaning all lakes around including our water supply to Sand Lake and Morrison Lake to Donkin Dam the old Donkin Water Supply, we have a great interest to keep it clean and keep boats out of these areas.

We are trying to get the building on Sand lake Road that belong to CBRM Water Utility, and the meeting I went to they seem pretty clear that they love the idea.

We want to set up 6 fish boxes in the building that would produce at least 4 million eggs a year to keep our fishing very strong in the years to come.

All the property around the brook an around the building is owned by Chris MacPherson and I already have permission for that property so nobody builds or makes a mess around the area.

We want to use these building on a lease bases like a 1 dollar a year, so that for any reason the CBRM needs these building back we would have it back to them within 7 working days. No questions ask.

We would keep the building up in proper repair at all times and grass cut, also anything else u would like to stipulate in the lease.

We are a non-profit group and we do a lot for this area all u have to do is ask around.

There was emails sent to Kevin Saccary but they must have got lost in the shuffle. But he is with us along with CBRM water Utility.

My name is Rob Boutiller and I am the President of P.M.W.A and have been a member since my retirement from the Canadian Arm Forces in 2004 an since I joined this club, we have only gotten better and with these building it would mean new life in our group. An even a bigger life into our waterways, also I check all waters around for contaminates.

I am also sorry that I am not that great with words and sometimes that fails me but I have the best work ethic I know.

I have Cleared the road to Morrision Lake to 15 feet on both sides of the road, also cleared 3 acres for parking an put digger logs in the brook all the way too Black Brook Morien. We are also working on making it 100% for handicap people.
Please check out P.M.W.A on Facebook an also Morrison Lake on Facebook too see what we have done so far in our areas.

It is a big win for us and our waterways if we can get these building, just the amount of fish we can produce if we get this will bring the best fishing to Cape Breton an CBRM, and the best trout fishing east of Ontario and that would be a great accomplishment.

Also I used to take school kids to the hatchery an let them do a live release but as where we are now it is too hard to get all kids there safely, if we get these building I can have Morien , Donkin , Glace Bay all schools that say yes in the CBRM to do live release of fish fry in Sand Lake an it is right there bus can park an there is lots of room, we also made it easier to access bye trimming the road 2 years ago an will do it every year for kids an elderly.

An the big thing I see in this picture is everything P.M.W.A does is for free.

This year alone we had 162 kids show up to our Free Fishing Derby and that was the most we had in 38 years and we are only going to get bigger, every kid got a fishing lure and we had prizes for every single kid that showed also we had all free food, so it cost nothing for the parents or the kids to fish an it is priceless to see the look on these kids faces when they are getting fish up to 6 lbs.

Remember to look us up on facebook, an see for yourselves what we are doing an continue to do.

Port Morien Wildlife Association

President
Rob Boutilier
902-737-1078
902-577-6117
Email – pmwa@live.ca

PLEASE CONTACT
EMERSON DUFF
1ST VICE PRES.
PORT MORIEN WILDLIFE ASSOC.
H-879-7002
C-578-1652
ISSUE PAPER

FROM: Malcolm Gillis

SUBJECT: Request from Joneljim Realty for permission to establish an outdoor storage yard corner of Townsend and Hugh Street Sydney

DATE: June 12th, 2014

Introduction
Joneljim Realty is the owner of the building supply dealership at 199 Townsend Street in downtown Sydney. This is the dealership known as Stephens Building Supplies currently operating as one of the RONA network of retail stores adjacent the railway intersection. They recently purchased the 22,000 sq. ft. lot parcel across the Street. A part of this site was formerly occupied by a large, green building formerly used by MacDonald Wholesale. The building was demolished earlier this year because Joneljim Realty want to use this newly acquired site across the Street as a building supplies outdoor storage yard.

Both the current site of the building supply dealership and the newly acquired site across the Street are in the jurisdiction of the Central Business District (CBD) Zone of the CBRM Land Use Bylaw. The downtown Sydney CBD Zone permits outdoor storage areas, but only in discreet locations set back from the streetscape as an ancillary use on the site of the main retail store. The site across Townsend Street from the RONA dealership is actually a corner lot with approximately 375 ft. of frontage along the eastern side of Hugh Street. Although also within the downtown Sydney CBD Zone, development on the opposite (i.e. western) side of Hugh Street is almost completed comprised of single detached dwellings, and many of these are owner occupied. The one exception is the one storey office building at the southwest corner of the intersection of Townsend and Hugh Street. A Development Permit in compliance with the provisions of the CBD Zone cannot be issued for an outdoor storage yard at this site. Joneljim Realty is asking that CBRM consider an amendment to the Land Use Bylaw to allow for their proposed development.

A map is included with this report that highlights the boundary of the current location of Stephens Building Supplies/ONA in red, the site of the proposed outdoor storage yard is colored yellow, and the lot parcels of the residential properties across Hugh Street are outlined in white.
In discussions between JonelJim Realty representatives and Planning staff they have agreed to erect a 10 ft. high chain link fence to be covered in privacy slats with a stand of vegetation between the fence and the Street. However, a simple zoning amendment spot zoning the site isn't an option under the Municipal Planning Strategy. And there is no policy direction in the Municipal Planning Strategy to support a text amendment to the Land Use Bylaw to allow for an outdoor storage yard on a separate lot parcel as a stand alone use directly across the Street from residential properties.

The residents on the opposite side of Hugh Street currently see the railway and the inadequately fenced-in scrap yard on the eastern side of the railway. While the building supplies outdoor storage yard will be just across the Street (the scrap yard is approximately 100 ft. away) the privacy fence fronted by a green area should block the view of the scrap yard. Although they are residential properties, this entire neighbourhood is within the jurisdiction of the Central Business District Zone and it permits a wide range of business developments. A fenced in and tastefully screened outdoor storage area could be considered a relatively innocuous use in comparison to the range of uses permitted and what they are currently viewing (i.e. the scrap yard). It is for these reasons Planning staff are advocating Council consider an amendment to the Municipal Planning Strategy and Land Use Bylaw. What could be considered would be the implementation of a policy and zoning provisions that would allow stand-alone outdoor storage areas if they are discreetly screened and buffered from the streetscape. There are legal planning tools in the Municipal Government Act which would enable a Municipality to impose a range of possible regulatory provisions to suit the specifics of a site and its surroundings.

The purpose of this report is to ask Council to give staff the authority to conduct a Public Participation Program (PPP). Under the Municipal Government Act, a PPP is the 1st step in the legal and bureaucratic process of amending a Municipality's Planning Strategy to support new zoning provisions. Clearly the purpose would be to consult with residents and assessed owners of the residential properties on the opposite side of Hugh Street.

**Recommendation:**
I recommend that Council pass a Motion giving Planning staff the authority to conduct a Public Participation Program consisting of contacting the residents and assessed owners of the residential properties on the west side of Hugh Street to discuss JonelJim Realty's proposed development and the legal mechanisms that can be implemented in the Municipal Planning Strategy and Land Use Bylaw to regulate it. A report will be prepared in time for the July meeting of Council. If there is a possible resolution to this we would ask Council to consider scheduling a Public Hearing during the August meeting of Council.

Submitted by:

Malcolm Gillis
Planning and Development Department
ISSUE PAPER

TO: CBRM Council
FROM: Malcolm Gillis
SUBJECT: Request from Home Hardware New Waterford to purchase CBRM lands in Colliery Lands Park
DATE: June 12th, 2014

Introduction

The map with this report shows a neighbourhood in the northwestern part of New Waterford centered on its main Street i.e. Ellsworth Avenue. The main uses of each building are color coded. The yellow buildings are residential. The red building is the Home Hardware retail store. It is the last hardware/building supply dealership in the New Waterford market. There are no other different land use types in this neighbourhood other than a church and its hall and a school.

Ownership of the New Waterford Home Hardware retail store at 3610 Ellsworth Avenue (Nova Scotia Land Registry property identification number 15637739) is in the name of Ken Wilson Hardware Ltd. This lot parcel is on the south side of the Avenue. The company is also the owner of a lot parcel on the opposite (i.e. north) side of Ellsworth Avenue. The boundaries of these two lot parcels are outlined in red on the map.

The Wilsons want to expand both the retail store and the outdoor storage area. The Planning Department believes this is a good thing for the community of New Waterford. However there are some potentially controversial issues with this stemming from the fact this business is isolated within an otherwise urban residential neighbourhood and it abuts a public park. Aaron Wilson is the representative of the Home Hardware dealership owner who I have been in contact with regarding this matter. Mr. Wilson claims it is the opinion of his company’s financial advisor that it is highly unlikely the New Waterford market can generate the revenue
to cover the cost of re-locating the business elsewhere in New Waterford. If this business is going to grow, in the opinion of the proprietor it must occur at this current location.

Although the Province has assessed both of the above referenced lot parcels as commercial, the CBRM Land Use Bylaw only recognizes the lot parcel currently occupied by the retail store and its outdoor storage yard on the south side of the Avenue as eligible for a Development Permit for business developments. However, the Bylaw does allow expansion of the business on the south side even onto to adjacent properties if they are consolidated with the lot parcel currently occupied by the business. CBRM owns approximately 140 acres of land that abuts the southern and eastern boundary of the Home Hardware property on the south side of the Avenue. However, much of this is landscaped and maintained as the Colliery Lands Park.

Earlier this spring Home Hardware established a fenced in outdoor storage area on the lot parcel on the north side of the Avenue. Planning staff learned of this when complaints were lodged by residents from the residential neighbourhood on the north side of the Avenue. This led to discussions between Planning staff and the Wilsons representing the Home Hardware company.

**Recommended Solution**
The purpose of this issue paper is to offer a recommended resolution to this conundrum. This solution:

- would keep the business from expanding into the residential neighbourhood on the north side of Ellsworth Avenue; while
- providing Home Hardware with additional lands from the abutting 140 acres owned by CBRM; while
- still maintaining the vegetative buffer screening the business from the landscaped and maintained part of the Park. This vegetative buffer was deliberately planted by the landscaping contractor when the Colliery Lands Park was established.

Discussions between Planning staff and the Wilsons have led to a request from the Wilsons to purchase the 16,466 sq. ft. part of the CBRM lands outlined in black on the map. This requested area is the focus of the survey plan also included with this report. The photo included with this report was taken from the pedestrian trail in the Park directly behind the Home Hardware property. The bushes are those referenced earlier in this report which were deliberately planted at the Park’s inception. The boundary of the surveyed lands requested by Home Hardware would go right to the masonry retaining wall seen protruding out from the bottom of the bushes. It is the combination of the maturity of these bushes and their elevated height up from the path above this retaining wall that makes them such an effective screen. Preserving the deliberately planted vegetative screen reduces the part which would be conveyed to Home Hardware down to 14,549 sq. ft. (i.e. less than 2,000 sq. ft. or approximately 11% of the requested land). This is still larger than the 11,500 sq. ft. site owned by Home Hardware on the north (opposite) side of Ellsworth Avenue by a few thousand sq. ft.
I am advocating Council declare most of the requested lands as surplus with the exception of the deliberately planted vegetative buffer provided the following conditions are accepted by both parties.

1. An opaque fence should be erected to screen the open storage from the rear yard of 378 Ripley Street.
2. An opaque fence should be erected along the boundary facing easterly i.e. towards Second Street because it is now currently open but the open storage yard will be 60 ft. closer to the Colliery Lands Park trail.
3. They should either provide an opaque screen along the northern facing boundary i.e. facing the rear yard of 3600 Ellsworth Avenue or enter into a legal agreement with the current owner of 3600 Ellsworth Avenue (who is a senior citizen well into her senior years) to provide her with a life estate. Both the Wilsons and the owner of 3600 Ellsworth Avenue acknowledge the matter has been the subject of discussions between them.
4. Home Hardware abandons the outdoor storage yard across Ellsworth Avenue on PID# 15492051.

Conditions 1, 2, and 3 will be imposed when a Building/Development Permit is applied for the expanded business using the Site Plan Approval provisions of Part 54 of the Land Use Bylaw. Condition 4 will be included in the Agreement of Purchase and Sale.

Submitted by:

Malcolm Gillis
Planning and Development Department
lands of Richard MacKinnon
Document No. PID956605

lands of Raymond and Joan Connell
book 1054 page 818

lands of Ken Wilson Hardware Ltd.
book 1804 page 573
LOT 1A on plan NW-3562

main building
PID 15637739

lands of Ken Wilson Hardware Ltd.
book 1804 page 573

lands of
Francis et al
Pienko
book 2201

lands of
Gary and Michelle Bones
book 793 page 155

See plan in book 1783
page 398

parcel B
Area = 16,466 sq. ft

P I D 15489354

lands of
CAPE BRETON REGIONAL MUNICIPALITY

being portion of LOT 4 described in book 1401 page 846
June 11, 2014

MEMO TO: Mayor and Council

FROM: Rick McCready, MCIP, Planner

RE: Implementation of Active Transportation (AT) Plan: Grand Lake Road Multi Use Path: Resolution needed to access Green Municipal Funds from FCM

Background

One of the signature projects in our CBRM Active Transportation (AT) Plan is the Grand Lake Road Multi Use Path. This pathway, when complete, will be a 3 metre wide paved pathway extending from the Mayflower Mall to Cape Breton University and Reserve Mines. A small section of the pathway was completed in Reserve Mines in 2013, and the three year budget prepared by the AT Committee recommends that most funds for AT over the next three years be committed to this project in the hope that most or all of the project can be completed by 2017.

Although the project was included in Council’s budget package this year, it is my understanding that a separate resolution of Council is required specifically authorizing the borrowing of the CBRM share of the project costs. Such a resolution is required by the Federation of Canadian Municipalities’ Green Municipal Funds Program. A resolution regarding the borrowing is required regardless of the number of years involved, but we would like to receive Council’s support to request funding over three years. It is our hope to borrow the CBRM’s share of the project (a maximum of $333,333 per year) through this program rather than the Municipal Finance Corporation’s program, due to the low interest rate (as low as 2.25%) and the fact that FCM will forgive up to 20% of the amount of the loan if the loan is for a sustainable transportation project. The application process for the Green Municipal Funds is arduous and time consuming. However, securing funds to complete AT projects has always been difficult.

It should be noted that should Council approve this resolution the maximum amount that CBRM will be committing to AT projects over the next three years is still $333,333 per year, which is one third of the estimated project cost and the same
amount that Council agreed to commit annually when the AT Plan was approved in 2008. No increase in the CBRM share of AT costs is being proposed.

Recommendation

Staff recommends that Council endorse a resolution to borrow from the Green Municipal Funds a maximum of $333,333 per year for the next three years, after any forgivable amounts have been taken into account, to assist with the implementation of the AT Plan, specifically the construction of the Grand Lake Road Multi Use Path. The approval would of course be contingent upon approval of our application to FCM, and on the understanding that other costs associated with the project will be covered by grants from other federal or provincial government programs.

Yours very truly,

Rick McCready, MCIP
Planner

Copy: Marie Walsh, Acting CAO
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<th>Revenue</th>
<th>Year To Date Assigned</th>
<th>1 Month Budget</th>
<th>1 Month Budget Variance</th>
<th>Annual Budget</th>
<th>Annual Budget Remaining</th>
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<p>| Year To Date Assigned                        | $11,613,746          | $11,758,692    | ($144,945)              | $142,730,596  | $131,116,850            |</p>
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Total expended to date $10,419,149 $10,879,633 $460,484 $142,730,596 $132,311,447
Music on the Sydney Boardwalk:

The Recreation Manager spoke to this issue.

Motion:
Moved by Councillor Keagan, seconded by Councillor Eldon MacDonald, that a recommendation be made to Council to:
   i) approve the Policy Respecting Music on the Sydney Boardwalk, as presented by staff and;
   ii) approve the amendments to the CBRM Noise Bylaw as presented for first reading.

Motion Carried
To: General Committee

From: Frank Bruleigh, Recreation Manager

Date: May 30, 2014

Subject: Music on the Sydney Boardwalk – Proposed Policy and required amendments to the CBRM Noise By-law

At the May 20, 2014 meeting, CBRM Council passed a motion to permit music on the Sydney Boardwalk between June and September each year, subject to a number of conditions (see Council motion attached). Staff has now drafted a formal Policy which clearly outlines the rules and regulations that must be followed, and a copy of this Policy is attached for Council’s consideration.

Also attached is the CBRM Noise By-Law with suggested amendments, specifically a new Section 20 on page 8 and a new Section E on page 9 to reflect the required time change to permit music on the Sydney Boardwalk. I have reviewed these amendments with our By-laws Division and the Solicitor and they concur with same.

**Recommendations:**

- Council approve the Policy Respecting Music on the Sydney Boardwalk;
- Council approve the amendments to the CBRM Noise By-Law.

---

Frank Bruleigh

Attachments
BY-LAW RESPECTING NOISE
IN THE CAPE BRETON REGIONAL MUNICIPALITY

- Short Title
- Interpretation
- General Prohibition
- Prescribed Exemptions
- Local Exemptions
- Grant Of Exemptions By Council
- Severability:
- Offence and Penalty
- Payment in Lieu of Prosecution
- Repeal of By-laws, Regulations and Ordinances
- Schedule "A"
- PROHIBITED TIMES:
  - Schedule "B"
  - Schedule "C"

BE IT ENACTED by the Council of the Cape Breton Regional Municipality as follows:

Short Title

1. This By-law shall be known and cited as the "Noise By-law".
By-law Respecting Noise
in the Cape Breton Regional Municipality

Interpretation

2. In this By-law,

(a) "construction" includes erection, alteration, repair, dismantling and demolition of structures and includes structural maintenance, hammering, land clearing, moving of earth, rock or felled trees, rock breaking, grading, excavating, the laying of pipe or conduit whether above or below ground level, working with concrete, alteration or installation of any equipment, the structural installation of construction components or materials in any form whatsoever, the placing or removing of any construction related materials and includes any work in connection therewith; but does not include blasting;

(b) "construction equipment" means any equipment or device designed and intended for use in construction or material handling including but not limited to air compressors, air tracks, pile drivers, pneumatic or hydraulic tools, bulldozers, tractors, excavators, trenchers, cranes, derricks, loaders, backhoes, scrapers, pavers, generators, off-highway haulers or trucks, ditchers, compactors and rollers, pumps, concrete mixers, graders and other material handling equipment;

(c) "Continuous Noise" means
   (i) uninterrupted noise for a period of time exceeding five minutes; or
   (ii) recurring noise having periods of interruption up to one hour in duration.

(d) "Council" means the Cape Breton Regional Council;

(e) "Motor vehicle" includes an automobile, motorcycle and any other vehicle propelled or driven otherwise than by muscular, gravitational or wind power; but does not include a motorized wheelchair or a car, locomotive or other motor vehicle running only upon rails; a motorized snow vehicle; traction engine; farm tractor; self-propelled implement of husbandry; or road-building machine within the meaning of the Motor Vehicle Act;

(f) "Point of reception" means any point on the premises of a person where sound, originating from other than those premises, is received;

(g) "public address system" means any system comprised of one or more of the following and in any combination: loudspeaker, amplifier, microphone, turntable, reproducer, receiver or tuner, where such equipment is part of a system used to reproduce or amplify sound;

(h) "recreational vehicle" means any motor vehicle which is designed to be, or intended to be, used other than on a public highway or on the surface of the water and includes, without limiting the generality of the foregoing, all-terrain vehicles, trail bikes, dirt bikes, moto-cross bikes and snowmobiles but does not include a motor home or travel trailer for the purposes of this By-Law;

(i) "resident" means a person residing in the Cape Breton Regional Municipality.
By-law Respecting Noise
in the Cape Breton Regional Municipality

General Prohibitions

3. (1) No person shall engage in any activity that unreasonably disturbs or tends to disturb the peace, comfort and tranquillity of a resident of the municipality.

(2) Without limiting the generality of subsection (1), the activities listed in Schedule "A" during the prohibited times and places as set out therein are deemed to be activities that unreasonably disturb the peace, comfort and tranquillity of a resident.

(3) For the purpose of a prosecution pursuant to subsection (1) or (2), evidence that one neighbor is unreasonably disturbed by a noise is prima facie evidence that the neighborhood is unreasonably disturbed by the noise.

Prescribed Exemptions

4. (1) Notwithstanding any other provisions of this By-law, it shall be lawful to emit or cause or permit the emission of sound in connection with emergency measures taken

(a) for the immediate health, safety or welfare of the inhabitants or any of them;

(b) for the preservation or restoration of property

unless such sound is clearly of a longer duration or more disturbing than is reasonable necessary for the accomplishment of such emergency purposes.

(2) Notwithstanding any other provisions of this By-law, this By-law shall not apply to:

(a) the days listed in Schedule "B", the emission of sound in connection with any of the traditional, festive, religious or other activities listed therein; or

(b) the emission of sound in connection with any of the activities listed in Schedule "C";

(c) employees of the Municipality, the Government of Canada, the Province of Nova Scotia, the Nova Scotia Power Corporation, MTT and other telecommunication companies when those employees are acting in the reasonable execution of their duties;

(d) a person or a corporation, or an employee of such person or corporation, reasonably performing work at the request of any party enumerated in clause (c);

(e) noises in connection with athletic or recreational activities in municipal park areas, arenas or community centres until one o'clock in the forenoon;

(f) noises in relation to annual municipal festivals or municipal activities in municipal parks, municipal arenas or municipal community centres until one o'clock in the forenoon;

(g) noises in relation to municipal parades, street dances or other community activities until one o'clock in the forenoon;

(h) noises caused by motor vehicles being used for emergency purposes;
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(I) noises emitted by municipal owned machinery or equipment when used in the normal course of providing municipal services;

(j) noises caused by motor vehicles or workmen engaged in the delivery of any fuel type

(k) noises emitted by audible pedestrian signals; and

(l) noises caused by air ambulances.

Grant Of Exemptions By Council

5. (1) Notwithstanding anything contained in this By-Law, any person may make application to Council to be granted an exemption from any of the provisions of this By-Law with respect to any emission of noise for which that person might be prosecuted; and Council, by resolution, may refuse to grant any exemption or may grant the exemption applied for or any exemption of lesser effect; and any exemption granted shall specify the time period, not in excess of six months, during which the exemption shall be effective and the exemption shall be in written form and shall include such terms and conditions as Council deems appropriate.

(2) In deciding whether or not to grant an exemption, Council shall give consideration to the social or commercial benefit of the proposed activity to the municipality, the views of any residents of the municipality which may be expressed to Council, the proposed hours of operation of the proposed noise-emitting activity and the proposed duration of the subject activity.

(3) In deciding whether or not to grant an exemption, Council shall give the applicant, and any person opposed to the application, an opportunity to be heard during a Council Session and may consider such other matters as it deems appropriate.

(4) Notice of the time, date and purpose of the Council Session at which the hearing is proposed to take place shall be mailed to the assessed owner or owners as shown in the records of the Regional Assessment Office, of property located within 1000 feet of the property which will be the subject of the hearing;

(5) Any alleged breach by the applicant of any of the terms or conditions of any exemption granted by Council, shall be investigated by municipal staff, reported to Council in writing and Council shall determine whether or not a breach has taken place. If a breach has taken place, Council may pass a resolution revoking the exemption, without the necessity of giving notice of rescinding motion, and such exemption shall be null and void as of the passing of such resolution.

Steering Committee:

6. A steering committee will be formed to review this by-law from time to time. Membership shall included 3 members of council and others appointed by the manager responsible for the by-law.
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Severability:

7. If a court of competent jurisdiction should declare any section or part of a section of this By-Law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the By-Law and it is hereby declared that the remainder of the By-Law shall be valid and shall remain in full force and effect.

Offence and Penalty

8. (1) Any person who violates any section of this By-law is guilty of an offence and shall, on summary conviction be liable to a fine of not less than one hundred dollars ($100.00) and not more than five thousand dollars ($5,000.00) and in default of payment, to imprisonment for a period not exceeding sixty (60) days.

(2) If a person violates the same provision of this By-law twice within one six month period, the minimum penalty for the second such violation is $200.00.

Every Day A Fresh Offence

9. (1) In the case of an alleged contravention of the provisions of this By-Law, and in addition to any other legal remedy available, Council may direct the clerk to prepare a written Notice which identifies the contravention and directs what must be done to remedy the contravention and to serve such Notice on the alleged contravener requiring that person or persons to remedy the contravention of the By-Law within ten (10) days after the Notice has been served.

(2) In default of the remedying of the contravention described in the Notice within the ten (10) day time period, it is deemed to be a fresh offence.

Repeal of By-laws, Regulations and Ordinances

10. Sections 3 and 4 of the Cape Breton Regional Municipality Orderly Conduct By-law Number S-5 and any amendments thereto are hereby repealed. Any Noise By-laws or any provisions thereof passed and adopted by any of the eight (8) former municipalities of Cape Breton County prior to July 31, 1995 which conflict with or acts contrary to the provisions of this By-law are hereby repealed with this By-law becoming law and any other provisions of such By-laws are hereby ratified and confirmed insofar as they are not in conflict with this By-law.
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PASSED AND ADOPTED by a majority of the whole Council at a duly called
meeting of the Cape Breton Regional Municipal Council held on the 15th day

JOHN W. MORGAN, MAYOR

BERNIE WHITE
MUNICIPAL CLERK

I, Bernie White, Clerk of the Cape Breton Regional Municipality, do hereby certify
that the attached is a true and correct copy of the Noise By-Law of the Cape Breton
Regional Municipality as passed and adopted at a meeting of the Cape Breton Regional

Bernie White - Municipal Clerk

EFFECTIVE DATE: JULY 18, 2001
Schedule "A"

Part 1

Activities that unreasonably disturb the peace, comfort and tranquility of a resident, and at all times, where the sound resulting therefrom is audible at a point of reception.

1. The operation of any combustion engine or pneumatic device without an effective exhaust or intake muffling device in good working order and in constant operation;

2. The operation of a vehicle or a vehicle with a trailer resulting in banging, clanking, squealing or other like sounds due to an improperly secured load or equipment or inadequate maintenance; so as to create a continuous noise.

3. The operation of a motor vehicle horn or other warning device except where required or authorized by law or in accordance with good safety practices.

4. The detonation of fireworks or explosive devices not used in construction or quarrying;

5. The operation or use of a recreational vehicle or a group of recreational vehicles within 1000' of a residence in such a manner so as to create a continuous noise.

6. The operation of an engine or motor in, or on, any motor vehicle or item of attached auxiliary equipment for a continuous period exceeding five minutes, while such vehicle is stationary in a residential area unless: (a) the original equipment manufacturer specifically recommends a longer idling period for normal and efficient operation of the motor vehicle in which case such recommended period shall not be exceeded; (b) operation of such engine or motor is essential to a basic function of the vehicle or equipment, including but not limited to, operation of ready-mixed concrete trucks, lift platforms and refuse compactors; (c) weather conditions justify the use of heating or refrigerating systems powered by the motor or engine for the safety and welfare of the operator, passengers or animals, or the preservation of perishable cargo, and where the vehicle is stationary for purposes of delivery or loading; (d) prevailing low temperatures make longer idling periods necessary immediately after starting the motor or engine; (e) the idling is for the purpose of cleaning and flushing the radiator and associated circulation system for seasonal change of antifreeze, cleaning of the fuel system, carburetor or the like, when such work is performed other than for profit.

7. The operation of any item of construction equipment without effective prescribed muffling devices in good working order and in constant operation;
Part 2

Activities that unreasonably disturb the peace, comfort and tranquillity of a resident at the specified times, where the sound resulting therefrom is audible at a point of reception.

12. The operation of any refrigeration unit, which is stationary or attached to refrigeration, trailer unless the refrigeration trailer is in motion; C

13. The operation of a garborator, solid waste bulk lift, refuse compacting equipment or hydraulic dumpster associated with a commercial enterprise; B

14. The operation in the outdoors of any power tool or pump for domestic purposes other than snow removal, or when located within a building. A

15. Yelling, shouting, hooting, whistling or singing; A

16. The operation of a commercial car wash; C

17. All selling or advertising by shouting or outcry or amplified sound; B

18. The use or operation of any commercial vacuuming equipment such as rug cleaning equipment; A

19. The operation of any public address system, television set, disc player, tape deck, phonograph, or radio in a manner such that the sound from the equipment being operated is audible beyond the bounds of the property from which the noise is emitted; A

20. **Music on the Sydney Boardwalk;** E

21. The operation of any motorized conveyance other than on a street or other place intended for its operation; A

22. The use or operation of construction equipment, except where such equipment is used or operated on any highways; C

23. The operation of a power assisted hang glider or parafoil; A

24. The operation or use of a combustion engine which (i) is, or (ii) is used in, or (iii) is intended for use in, a toy or a model or replica of any device, which model or replica has no function other than amusement or which is not a conveyance; within 500 feet of a residence. A

25. The operation of any circus, fair, carnival or other such outdoor entertainment activity C
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PROHIBITED TIMES:

A - On a Monday, Tuesday, Wednesday, Thursday, or Friday until seven o'clock in the forenoon (7:00 a.m.) and after nine thirty o'clock in the afternoon (9:30 p.m.). On a Saturday until eight o'clock in the forenoon (8:00 a.m.) and after seven o'clock in the afternoon (7:00 p.m.). On a Sunday, Statutory Holiday or Remembrance Day until nine o'clock in the forenoon (9:00 a.m.) and after seven o'clock in the afternoon (7:00 p.m.).

B - On a Monday, Tuesday, Wednesday, Thursday, or Friday until seven o'clock in the forenoon (7:00 a.m.) and after nine thirty o'clock in the afternoon (9:30 p.m.). On a Saturday until eight o'clock in the forenoon (8:00 a.m.) and after seven o'clock in the afternoon (7:00 p.m.). On a Sunday, Statutory Holiday or Remembrance Day at all times during any such day.

C – twelve o'clock in the forenoon (12:00 a.m.) to six o'clock (6:00 a.m.) in the forenoon of the same day.

D - All Day Sunday, Statutory and Civic Holidays and Remembrance Day.

E. – Between June 1st and October 1st until eight o'clock in the forenoon (8:00 a.m.) and after nine thirty o'clock in the afternoon (9:30 p.m.) on the Sydney Boardwalk in accordance with the CBRM Policy Respecting Music on the Sydney Boardwalk.

NOTE: Any time specified in this Section shall mean Standard Time for the municipality or Daylight Savings Time during the period of time for which the same is declared to be in force in the municipality.

Schedule "B"

Canada Day
New Year’ Eve
Recognized Civic Holidays
Recognized Religious Holidays

Schedule "C"

Ringing of Bells at Places of Worship
Calls to Worship

Activities at Pits, Quarries or Mining Operations for which a permit has been issued by the Department of Environment, which expressly regulates sound levels.
Amplified Music on the Sydney Boardwalk:

**Motion:**
Moved by Councillor Eldon MacDonald, seconded by Councillor Detheridge, to approve the establishment of a non-for-profit Society (i.e. Boardwalk Music Society) that would oversee music on the Boardwalk according to the following rules:

1. There will be five areas designed along the Boardwalk where musicians can play;
2. Musicians have agreed to rent/purchase battery operated amplifiers which will alleviate the concerns of decibel levels and the need for access to electrical on the Boardwalk;
3. The Musicians agreed that access to the Boardwalk would start in June and finish by October 1st each year;
4. Music would be allowed until 9:30 p.m. each day as outlined in the CBRM Noise Bylaw (Note: in order to permit music on the Sydney Boardwalk for the summer weekend months, the Noise Bylaw should be amended to reflect the following time change: Saturday and Sunday until 9:30 p.m. – June to September only)
5. Signage will be erected to address the Smoke Free Outdoor Spaces Policy and the issue of garbage on the Boardwalk;
6. The Musicians have been set up as a non-for-profit society (Boardwalk Music Society) and will program the space in conjunction with the CBRM Recreation Department;
7. The Society is aware and agrees that any special events (i.e. Action Week, IWK, etc.) will supersede their music schedule.

Motion Carried.
Cape Breton Regional Municipality

PROCLAMATION

“HEAD INJURY AWARENESS MONTH”
JUNE 1 – 30, 2014

Whereas: The Cape Breton Regional Municipality is committed to the belief that equal opportunity and treatment should exist for all people; and

Whereas: Every resident of the Cape Breton Regional Municipality has the right to realize his or her potential, regardless of race, color, creed, ability, or disability, and live at all times in dignity, respect, and peace; and

Whereas: Head Injury Recovery Outreach Society’s mission is to promote and contribute to an environment in Nova Scotia which is responsive to the needs of all persons affected by brain injury and which results in brain injury prevention; and

Whereas: The implementation of an awareness program will be designed to make the people of the Cape Breton Regional Municipality aware of the causes and effects of brain injury and prevention measures;

Be it Therefore Resolved: That the CBRM Council proclaim June 1 - 30, 2014, as Brain Injury Awareness Month and support the Head Injury Recovery Outreach Society for their mission in responding to the needs of those affected by brain injury.

Claire Detheridge – District #4 – CBRM

June 17th, 2014