



Cape Breton Regional Municipality

Council Meeting Agenda

Tuesday, November 18, 2025
2:00 p.m.

Council Chambers
Second Floor, City Hall
320 Esplanade, Sydney, Nova Scotia

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Land Acknowledgement**Roll Call****O' Canada**

1. Approval of Agenda: (Motion required)

2. Approval of Minutes: (Previously Circulated)

➤ Council – October 21, 2025

3. Proclamations and Resolutions

3.1 Restorative Justice Week

Deputy Mayor Eldon MacDonald (See page 6)

3.2 YMCA Peace Week

Councillor Steven MacNeil (See page 7)

3.3 Transgender Day of Remembrance

Councillor Darren O'Quinn (See page 8)

3.4 Pancreatic Awareness Day

Councillor Glenn Paruch (See page 9)

3.5 Lebanese Heritage Month

Councillor Earlene MacMullin (See page 10)

3.6 Project Red Ribbon Launch

Councillor Steve Gillespie (See page 11)

3.7 Giving Tuesday

Councillor Steve Gillespie (See page 12)

3.8 James Delorey Day

Councillor Kim Campbell-Sheppard (See page 13)

3.9 Commemorative Remembrance Crosswalks

Mayor Cecil P. Clarke (See page 14)

4. Presentations

4.1 SPCA Presentation: Kevin Strooband, Chief Inspector of the NSSPCA (See page 15)

4.2 Winter Operations November 2025: John Phalen, Director of Public Works (See page 33)

5. Business Arising – Heritage Advisory Committee – October 28, 2025

5.1 Municipal Heritage Building Alteration Request – 217 George Street, Sydney: Karen Neville, Senior Planner (See page 43)

6. Business Arising – Committee of the Whole - November 13, 2025

6.1 Land Use By-law Zone Map Amendment, Dominion: Peter Vandermeulen, Planner (See page 55)

6.2 Committee / Councillor Vacancies: Christa Dicks, Municipal Clerk / Director of Corporate Information Services (See page 68)

6.3 District 7 Business Association / Former Jamieson School Lease Renewal: Demetri Kachafanas, K.C., Chief Administrative Officer (See page 69)

7. Protective Services Issues

7.1 Council Appointment of By-law Enforcement Officers to Serve as Dog Control Officers: Tyson Simms, Director of Planning and Development (See page 82)

8. Corporate Services Issues**8.1 MOUs for Additional CBRM Designated Comfort Centres:**

Bruce MacDonald, Manager of Emergency Management (See page 85)

8.2 Dry Well Update: Bruce MacDonald, Manager of Emergency Management

Verbal Update

8.3 Deputy Mayor Election: Christa Dicks, Municipal Clerk / Director of Corporate Information Services (See page 102)**9. In Camera Council****9.1 Purchase of Properties Adjacent to Centre 200:** Demetri Kachafanas, K.C., Chief Administrative Officer

(In Accordance with Section 22(2)(a) of the *Municipal Government Act*.)

9.2 Cape Breton Commercial Cleaning Limited - 185 Prince Street Sydney: Demetri Kachafanas, K.C., Chief Administrative Officer

(In Accordance with Section 22(2)(a) of the *Municipal Government Act*.)

9.3 Lease for Space: Demetri Kachafanas, K.C., Chief Administrative Officer

(In Accordance with Section 22(2)(a) of the *Municipal Government Act*.)

Adjournment



PROCLAMATION

Restorative Justice Week

WHEREAS:

in the face of crime and conflict, restorative justice represents a philosophy and approach that views these matters principally as harm done to people and relationships; and

WHEREAS:

restorative justice seeks to foster accountability and reparation by providing meaningful support and opportunities for voluntary participation and open communication among those affected by crime or conflict, including referred individuals and the community members impacted by their actions with the goal of promoting understanding, satisfaction, healing, and a sense of resolution; and

WHEREAS:

Restorative Justice Week serves as an important opportunity to increase awareness, deepen understanding, and to celebrate restorative justice principles and practices within our community and alongside communities across the country.

**BE IT THEREFORE
RESOLVED:**

that CBRM Mayor Cecil P. Clarke and Council do hereby proclaim the week November 16th to 22nd, 2025, as Restorative Justice Week in the Cape Breton Regional Municipality.

Deputy Mayor Eldon MacDonald - CBRM District #5

November 18, 2025



PROCLAMATION

YMCA Peace Week

WHEREAS:

the YMCA of Cape Breton is a charitable organization dedicated to nurturing the potential of children, youth, adults, and seniors; promoting healthy living; and fostering social responsibility to ensure that everyone can learn, grow, and thrive; and

WHEREAS:

YMCA Peace Week is a time to celebrate the presence of peace in our communities and to reflect on the peace-building efforts that take place year-round, both within and beyond the YMCA; and

WHEREAS:

Across Canada, YMCAs recognize individuals and groups with the YMCA Peace Medal honoring those who, through their commitment to the values of **PEACE** (Participation, Empathy, Advocacy, Community, and Empowerment), contribute meaningfully to building stronger, more inclusive, and compassionate communities and encourage all citizens to Build Community. Act for Peace.

**BE IT THEREFORE
RESOLVED:**

that CBRM Mayor Cecil P. Clarke and Council do hereby proclaim the week November 16th to 22nd, 2025, as YMCA Peace Week in the Cape Breton Regional Municipality.

Councillor Steven MacNeil - CBRM District #8

November 18, 2025



PROCLAMATION

Transgender Day of Remembrance

WHEREAS:

November 20th is recognized annually as Transgender Day of Remembrance, a day to honor the memory of those whose lives were lost in acts of anti-transgender violence and to affirm our commitment to equality, inclusion, and respect for all people; and

WHEREAS:

Transgender Day of Remembrance was established to memorialize victims of anti-transgender hatred and prejudice, first held in 1999 to honour Rita Hester, whose 1998 murder inspired the “Remembering Our Dead” project and brought international attention to violence faced by the transgender community; and

WHEREAS:

this day raises public awareness of hate crimes against transgender people locally and around the world, and provides an opportunity for communities including the Cape Breton Regional Municipality to stand together in mourning, remembrance, and solidarity, reaffirming that every person deserves to live free from discrimination, hatred, and violence.

BE IT THEREFORE

RESOLVED:

that CBRM Mayor Cecil P. Clarke and Council do hereby proclaim November 20, 2025, as Transgender Day of Remembrance in the Cape Breton Regional Municipality.

Councillor Darren O’Quinn - CBRM District #11

November 18, 2025



PROCLAMATION

Pancreatic Awareness Day

WHEREAS: pancreatic cancer has the lowest survival rate of all major cancers, with only 10 percent of those diagnosed surviving five years or longer; and

WHEREAS: pancreatic cancer is a leading cause of cancer-related deaths in Canada, and its incidence continues to rise, making awareness, early detection, and research critical to improving survival rates; and

WHEREAS: the good health and well-being of residents of the Cape Breton Regional Municipality are enhanced by increased awareness about pancreatic cancer, its risks and symptoms, and by supporting research into early detection, causes, and effective treatments; and

WHEREAS: a flag-raising ceremony will take place at 10:00 a.m. in front of City Hall to honour those affected by pancreatic cancer, to remember those we lost, and to lend our support to those continuing the fight against this disease.

**BE IT THEREFORE
RESOLVED:** that CBRM Mayor Cecil P. Clarke and Council do hereby proclaim Thursday November 20th, 2025, as Pancreatic Awareness Day in the Cape Breton Regional Municipality.

Councillor Glenn Paruch - CBRM District #6

November 18, 2025



PROCLAMATION

Lebanese Heritage Month

WHEREAS:

in the 1800's the first Lebanese immigrants came to Canada. Since that time, hundreds of thousands of Lebanese Canadians now reside from coast to coast forming an integral piece of Canada's beautifully rich culture; and

WHEREAS:

the Province of Nova Scotia has two large populations of Lebanese decent, the first and the biggest being in the Halifax area, the second being in Cape Breton Island. Both communities are going back over 100 years. It is time to recognize and honor the contributions of Lebanese Canadians to the country we proudly call home; and

WHEREAS:

the month of November has been officially recognized as Lebanese Heritage Month by the Province of Nova Scotia and the Government of Canada, offering an opportunity to honour the many contributions Lebanese Canadians have made and continue to make toward building a more diverse, inclusive, and prosperous society.

**BE IT THEREFORE
RESOLVED:**

that CBRM Mayor Cecil P. Clarke and Council do hereby proclaim the month of November 2025, as Lebanese Heritage Month in the Cape Breton Regional Municipality.

Councillor Earlene MacMullin - CBRM District #2

November 18, 2025



PROCLAMATION

Project Red Ribbon Launch

WHEREAS:

Project Red Ribbon, organized by MADD Canada, is a national campaign that encourages all Canadians to make a personal commitment to drive safe and sober, helping to prevent the needless tragedies caused by impaired driving; and

WHEREAS:

from the beginning of November until the first Monday after New Year's, MADD Canada volunteers across the country distribute red ribbons and invite Canadians to display them on vehicles, key chains, or personal items as a visible symbol of support for sober driving; and

WHEREAS:

the red ribbon serves both as a tribute to those who have been killed or injured as a result of impaired driving, and as a powerful reminder to drive sober throughout the holiday season and all year long and encourage all residents to display the red ribbon and commit to driving safe and sober.

**BE IT THEREFORE
RESOLVED:**

that CBRM Mayor Cecil P. Clarke and Council do hereby proclaim the launch of MADD Cape Bretons Project Red Ribbon in the Cape Breton Regional Municipality.

Councillor Steve Gillespie - CBRM District #4

November 18, 2025



PROCLAMATION

GivingTuesday

WHEREAS:

it is the mission of the United Way of Cape Breton to improve lives and build stronger communities by engaging individuals and mobilizing collective action across Cape Breton; and

WHEREAS:

GivingTuesday is a Global Day of Generosity, celebrated each year after Black Friday and Cyber Monday, encouraging individuals, businesses, and organizations to give back through acts of kindness, donations, and volunteerism; and

WHEREAS:

on Tuesday, December 2, 2025, United Way Cape Breton will join communities across Canada in celebrating GivingTuesday by promoting charitable acts throughout the Cape Breton Regional Municipality and inviting residents to lend a “Hand Up” to those in need.

BE IT THEREFORE

RESOLVED:

that CBRM Mayor Cecil P. Clarke and Council do hereby proclaim Tuesday December 2nd, 2025, as GivingTuesday in the Cape Breton Regional Municipality.

Councillor Steve Gillespie - CBRM District #4

November 18, 2025



PROCLAMATION

James Delorey Day

WHEREAS:

on the afternoon of December 5th, 2009, seven-year-old James Delorey, a bright and loving child who lived with autism, wandered into the wilderness near his home in South Bar. During the first blizzard of the season, James and his loyal dog Chance demonstrated incredible courage and resilience, inspiring an outpouring of hope, compassion, and unity from the entire Cape Breton community; and

WHEREAS:

although James tragically passed away on December 7th, 2009, his story of bravery, love, and community spirit continues to touch the hearts of many, reminding us of all the strength of family, friendship, and faith in times of hardship; and

WHEREAS:

Since 2010, in honour of James and through the dedication of his family, friends, and community leaders including Nick Burke and Andrew Petrie, the James Delorey Annual Fundraising Day has raised nearly \$20,000 in support of local causes such as the Autism Society of Cape Breton, Cape Breton Search and Rescue, the SPCA, the Cape Breton Regional Hospital Cancer Patient Care Fund, and the Whitney Pier Youth Club continuing James's legacy of love and generosity.

**BE IT THEREFORE
RESOLVED:**

that CBRM Mayor Cecil P. Clarke and Council do hereby proclaim December 7th, 2025, as James Delorey Day in the Cape Breton Regional Municipality.

Councillor Kim Campbell - Sheppard - CBRM District #12

November 18, 2025



RESOLUTION

Commemorative Remembrance Crosswalks

WHEREAS:

Remembrance Day is observed annually on November 11th across Canada to honour those who made the ultimate sacrifice, and the service and sacrifices of Veterans, members of the Canadian Armed Forces, police, Merchant Navy, and all who have served in times of war, conflict, and peacekeeping; and

WHEREAS:

municipalities across Nova Scotia and Canada may undertake commemorative initiatives to support public remembrance, foster community awareness, and visibly demonstrate gratitude; and

WHEREAS:

the installation of commemorative painted crosswalks featuring designs symbolic of remembrance, including but not limited to the maple leaf emblem can serve as a respectful, accessible, and highly visible tribute within the community; and

WHEREAS:

the Cape Breton Regional Municipality is committed to supporting local Veterans, Legion branches, and community partners in the recognition of Remembrance.

**BE IT THEREFORE
RESOLVED THAT:**

that CBRM Mayor Cecil P. Clarke and Council formally authorize the annual installation of commemorative Remembrance crosswalks at locations recommended by the Public Works Department in consultation with local Royal Canadian Legion branches; and

**BE IT FURTHER
RESOLVED THAT:**

Council recognize and convey appreciation to all Veterans and currently serving members of the Canadian Armed Forces for their dedication and sacrifice, always mindful of those who gave their lives for the protection of democracy, freedom, and peace.

Mayor Cecil P. Clarke

November 18, 2025



SPCA
Nova Scotia



CAPE BRETON
REGIONAL MUNICIPALITY

By-law Services & Investigations



Services provided to the
Cape Breton Regional Municipality
by the Nova Scotia SPCA

By-law Services & Investigations Presentation

November 2025

Animal control investigations for the Municipality

- By-law statistics and reporting
- How files are kept and maintained
- What resources we offer
- Staffing levels

Overall function of our pound – service and location

How calls are managed

How calls are responded to





By-law Services & Investigations

Animal control investigations for the Municipality

By-Law D-400 – Dog By-law Complaints

Dog Control (running at large)

No. D-400

Fierce & Dangerous Dogs

Barking Dogs &

Dog Waste

DOG BY-LAW

of the

Cape Breton Regional Municipality

This by law is made pursuant to the *Nova Scotia Municipal Government Act*.

1. Definitions

In this By-law the following definitions shall apply:

"At large" means off the property occupied, or owned, by the owner of the dog and:
1. not in the physical restraint of a leash no more than 6 feet in length controlled by the owner or the person in charge; or
2. while within 100 yards of the shoreline of a body of water accessed by the general public for purposes of recreation or swimming from May 1 up to and including October 31, and in the presence of the owner or some person in charge thereof, the dog is not under the effective physical restraint of a leash no more than 6 feet in length controlled by the owner or the person in charge; or
3. while on or within any trail, park, sports field, street, sidewalk, parking area or other recreational space within the Municipality, in the Cape Breton Regional Municipality and in the presence of the owner or some person in charge thereof, the dog is not under the effective physical restraint of a leash no more than 6 feet in length controlled by the owner or the person in charge.



By-law statistics and reporting

In 2025, the Nova Scotia SPCA responded to the following:

(By-law # D-400 Dog By-Law)

285 Dog Control (running at large) complaints

118 Fierce & Dangerous Dog complaints

44 Barking Dog complaints

11 Dog Waste complaints



By-law Services & Investigations

By-law statistics and reporting

In 2025, the Nova Scotia SPCA responded to the following:
 (By-law # D-400 Dog By-law)

2025 Cape Breton Animal Control Complaints

Complaints	Involving (dogs)										TOTAL
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	
Dogs Running at Large	58	22	25	20	27	26	35	22	21	29	285
Barking Dogs	13	6	2	3	3	1	6	3	7	44	22
Feces Complaints	1	1	1		3	4	1			11	3
Fierce & Dangerous	30	10	14	9	8	7	6	13	9	12	118
Licensing	1									1	5
TOTAL:	103	39	42	32	41	38	42	41	33	48	163

TOTAL COMPLAINTS:	459
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TOTAL DOGS:	647
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By-law Services & Investigations

How files are kept and maintained

PetPoint our complete shelter management software

- Reports
- Photos
- Videos
- Statements
- Intake/release records
- Person & animal records

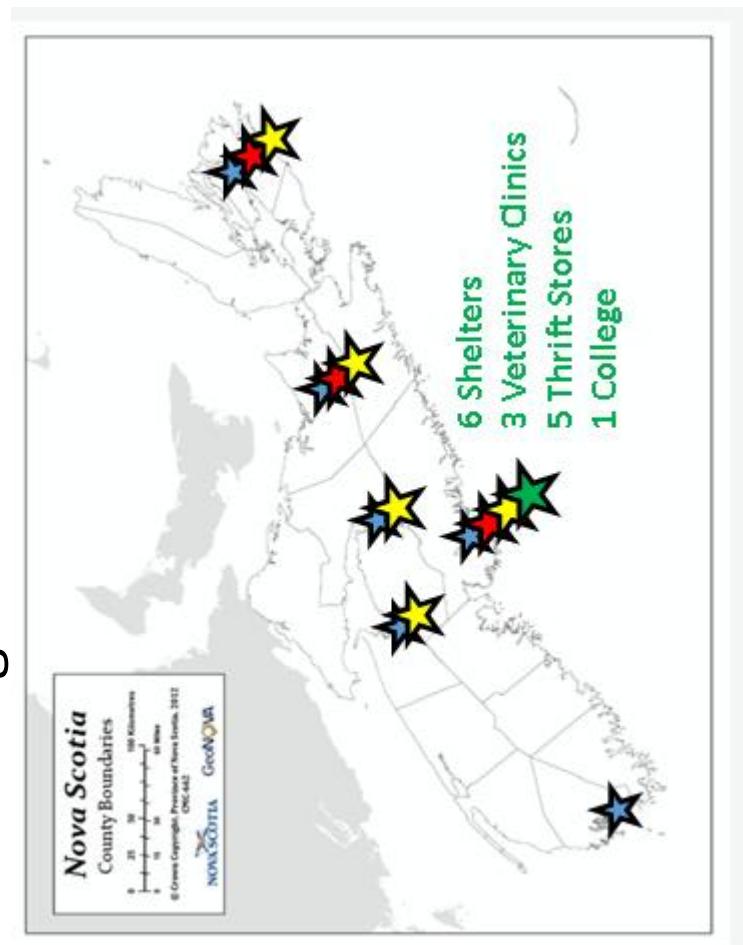


By-law Services & Investigations

What resources we offer

And finally, the Nova Scotia SPCA operates:

- 1 College of Animal Welfare



By-law Services & Investigations

What resources we offer

The Nova Scotia SPCA provides:

- A network of 6 shelters across Nova Scotia
- Over 200 staff with varying levels of animal care
- A knowledge base of seasoned professionals
- Expertise to manage by-law contracts
- Experience in by-law prosecutions
- Warrant application and execution
- Full case preparation



By-law Services & Investigations Staffing levels

The Nova Scotia SPCA has a compliment of:

200 staff across our 6 provincial shelters



18 investigations officers, including:

12 full time officers,

1 part time officer and

7 auxiliary officers



Specifically in Cape Breton, we have:



3 full time officers and 1 part time and 1 auxiliary officer



By-law Services &
Investigations

Overall function of our pound – service and location



Overall function of our pound – service and location

The Nova Scotia SPCA has a full-service shelter location that includes:

A full-service, functional pound facility, with:

25 dog kennels

67 cat kennels





By-law Services & Investigations

SPCA Thrift Store



How calls are managed

Calls are taken several ways:
Phone, email, or walk-in

Calls also come in through:

Our Communications department

Our after-hours emergency on call service
 The after-hours service has access to an officer at all times



How calls are responded to

All incoming calls (email, phone, or walk-in/mail) are entered into our secure PetPoint shelter management software program.

All people, cases and animals are assigned a unique number.

Animal and people numbers are associated with that person, for life. Calls are entered by our Communications staff on to the officer's 'dashboard' and they prioritize and respond to calls.



Officers investigate complaints and use the enforcement tools available under the by-law to ensure compliance.

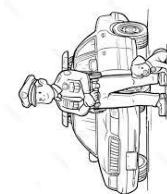
Education, compliance, compassion and understanding are cornerstones of our organization.

After-hours emergency response

The Nova Scotia SPCA employs a third party to answer all incoming calls for services.

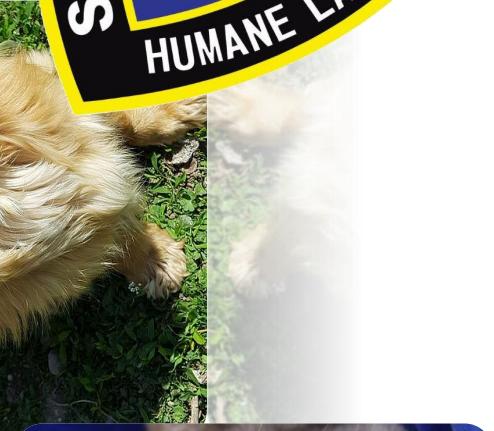
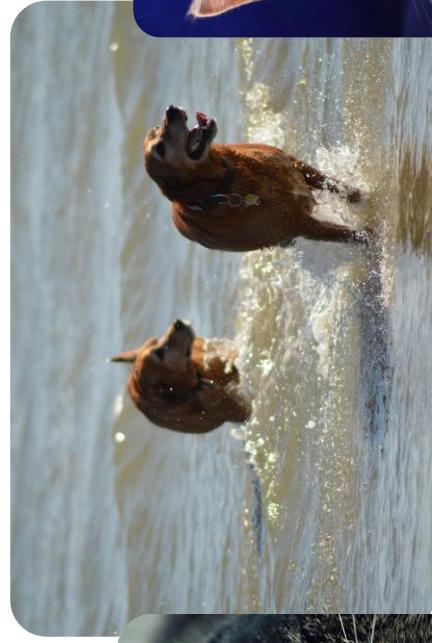
Emergency services are available 24 hours per day

/ seven days per week, including a response for:



Thank you

Do you have any questions?





SPCA
Nova Scotia

CAPE BRETON
REGIONAL MUNICIPALITY





Winter Operations November 2025

JURISDICTION



- **CBRM**
 - Primarily urban roads within the former towns and City. Exception being designated unlisted roads and all sidewalks in the former County of Cape Breton
- **Nova Scotia Department of Public Works (NSDPW)**
 - Primarily rural roads and highways within the former County of Cape Breton except those designated as CBRM's



CAPE BRETON
REGIONAL MUNICIPALITY

Simple and straightforward — Find the information you're looking for quickly and easily. Welcome to the CBRM website.



You are here: [Home](#) ▶ Who plows my road?

Contact Information

For more information, please email epw@cbrm.ns.ca, or call 902-563-5180 (Administration).

Central Division: 902-563-5255
East Division: 902-842-1171
North Division: 902-794-5664

The provincial Department of Transportation and Infrastructure
Renewal: 902-563-2245

Follow us on Twitter [@CBRMgov](#)  and "like" [CBRM Official Site on Facebook](#) .

Who plows my road?

Snow and Ice Control procedures [STEP-BY-STEP](#)

Snow and Ice Control [Frequently Asked Questions](#)

CBRM [Winter Operations Strategy](#) 

CBRM [Winter Maintenance Interactive Map](#) 

While every reasonable effort is made to ensure the information provided on this site is accurate, no guarantees for the currency or accuracy of information are made.

Three Ways You Can Help

1. Remove parked vehicles from the street during snow clearing times. Your vehicle can be ticketed and towed away.
2. Do not plow or shovel snow from your property onto the street or sidewalk. This is a serious danger to plow operators.
3. You can help by clearing the snow away from a hydrant on your street, but please be careful and don't stand on the street while shoveling!



What is Included in Winter Operations?

4 Major Winter Operations

- Roadway Salting
- Roadway Plowing
- Sidewalk Plowing and Ice Control
- Snow Clearing / Removal
- Levels of Service



WINTER OPERATIONS STRATEGY

CAPE BRETON REGIONAL MUNICIPALITY
DEPARTMENT of
ENGINEERING AND PUBLIC WORKS

JUNE 2020



Roadway Salting

- General Objective
- Terminology
 - Anti-icing (pre-salting)
 - De-icing
- Levels of Service
 - Not all streets are salted every storm (Hierarchy)



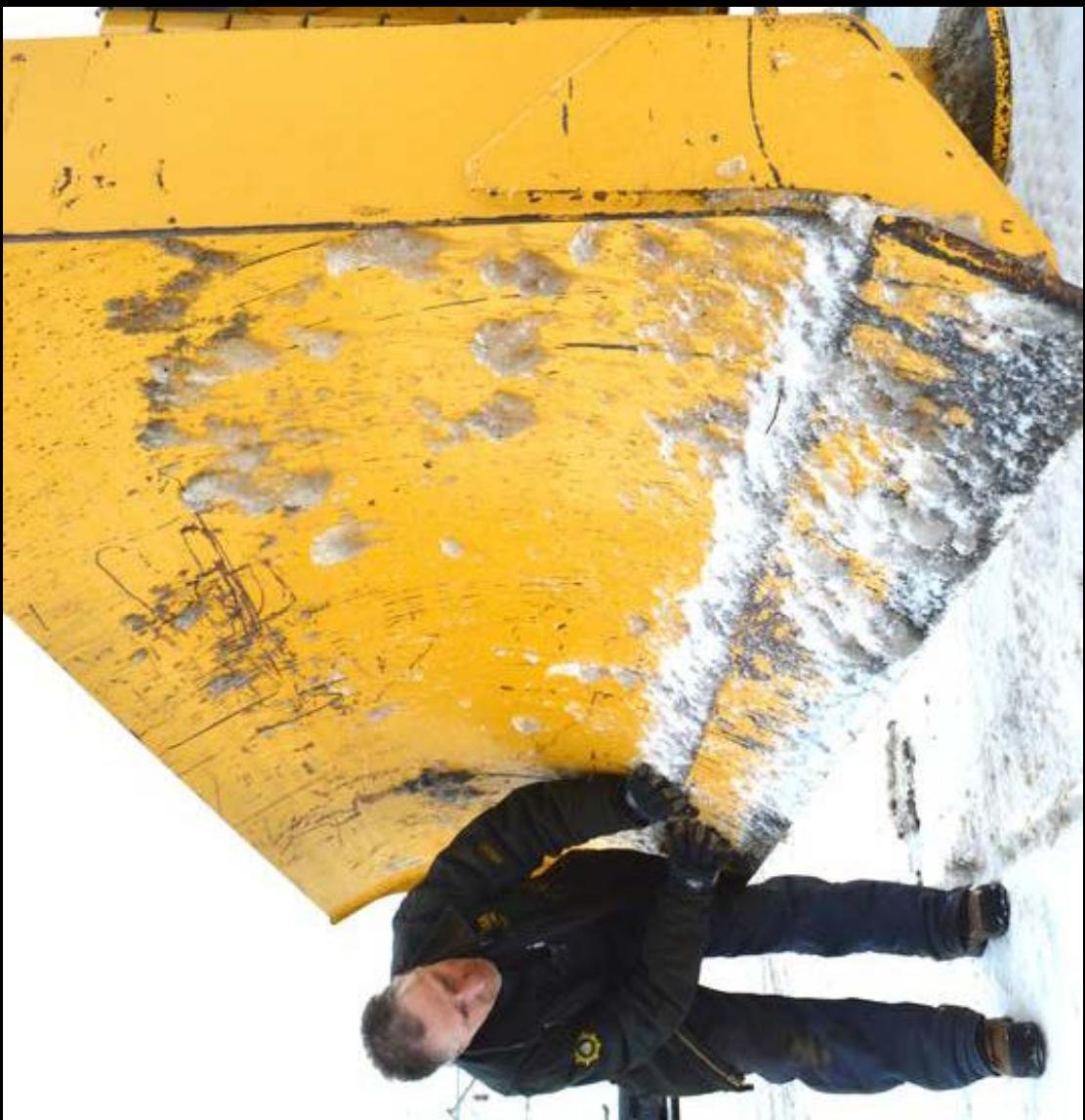
Sidewalk Plowing and Ice Control

- General Objectives
- Equipment Types
- Areas are divided into routes
- Levels of Service

Snow Clearing and Removal

- General Objective
- Terminology: Clearing vs Removal
 - Clearing – snow stays on site
 - Removal – snow is trucked away
- Where do we do this?
 - Business districts, school frontages, bus shelters, fire hydrants, catch basins, trouble intersections
- Levels of Service
 - When accumulation warrants



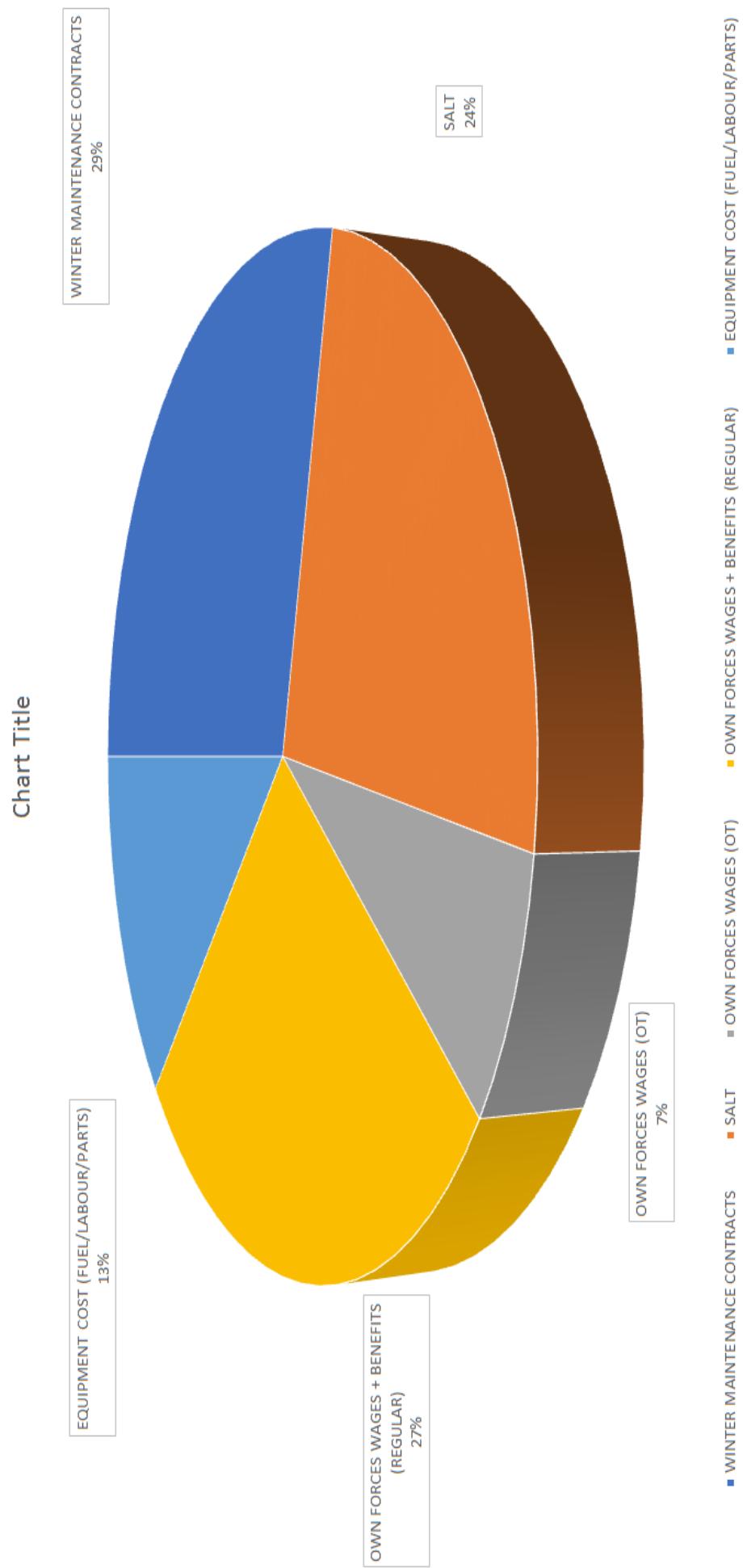


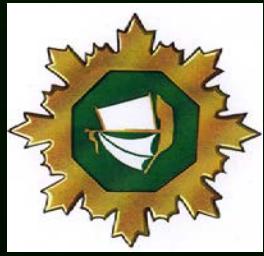
PREPAREDNESS

- Equipment Preparedness begins in Spring
- Ready for winter operations late October
- Fleet is currently fully prepared !

ESTIMATED COST OF WINTER MAINTENANCE		NOTES
WINTER MAINTENANCE CONTRACTS	\$ 1,208,770.00	Urban Roads, Unlisted Roads, Alleyways, Rural Sidewalks, Snow Removal
SALT	\$ 1,000,000.00	Approx. 10,000 tonnes @ ~ 100 / tonne
OWN FORCES WAGES (OT)	\$ 321,464.00	Based on Historical Trends
OWN FORCES WAGES + BENEFITS (REGULAR)	\$ 1,141,512.00	1/3 of PW Wages/Benefits allocated to Winter Maintenance for 4 months / year
EQUIPMENT COST (FUEL/LABOUR/PARTS)	\$ 540,000.00	Estimated from known costs for sidewalk gear. (Need to update with better info)
TOTAL	\$ 4,211,746.00	

Chart Title





WINTER OPERATIONS / PREPAREDNESS

November 2025

QUESTIONS ??

Request for Municipal Heritage Building Alteration – 217 George Street, Sydney

Motion

Moved by Councillor MacMullin, seconded by Councillor Paruch, to recommend to Council to approve the proposed alteration to the municipal registered heritage property located at 217 George Street, Sydney (PID 15058506), subject to the following conditions:

1. That all exterior materials and finishes used to the addition be compatible with the existing building; and
2. That any design modifications be reviewed and approved by Heritage Officer prior to the issuance of a Building and Development permit.

Motion Carried



CAPE BRETON
REGIONAL MUNICIPALITY

TO: Mayor Clarke and Members of CBRM Council

FROM: Demetri Kachafanas, Chief Administrative Officer

DATE: October 29, 2025

SUBJECT: **Municipal Heritage Building Alteration Request – 217 George Street, Sydney**

ORIGIN

Initiated by the property owner of 217 George Street, Sydney (PID 15058506)

Motion from the Heritage Advisory Committee:

Moved by Councillor MacMullin, seconded by Councillor Paruch, to recommend to Council to approve the proposed alteration to the municipal registered heritage property located at 217 George Street, Sydney (PID 15058506), subject to the following conditions:

1. That all exterior materials and finishes used to the addition be compatible with the existing building; and
2. That any design modifications be reviewed and approved by Heritage Officer prior to the issuance of a Building and Development permit.

Motion Carried

RECOMMENDATION

For Council to approve the proposed alteration to the Municipal Registered Heritage property located 217 George Street, Sydney (PID 15058506), subject to the following conditions:

1. That all exterior materials and finishes used for the addition be compatible with the existing building; and
2. That any design modifications be reviewed and approved by Heritage Officer prior to the issuance of a Building and Development permit.

BACKGROUND

A request has been received from Kevin Colford, owner of Sacred Heart Downtown, to alter the building located at 217 George Street, Sydney (PID 15058506) [Attachment A]. The applicant's submission for can be found in Attachments B.

The property at 217 George Street, Sydney (PID 15058506) was registered as a Municipal Heritage Property in 2005. The building originally functioned as a Catholic church and was converted into an event and performance venue in 2020. Since its conversion, the building has maintained its original exterior. The property owner proposes to construct a single-storey 30-foot addition to the rear of the existing building. The addition will provide storage space and a gathering area for performers associated with the venue's event operations.

In accordance with Section 17 of the *Heritage Property Act* (Attachment C), a Municipal Heritage Property shall not be substantially altered without approval of the municipality. Prior to the request going to Council, it must first be referred to the Heritage Advisory Committee. The Heritage Advisory Committee shall submit a written report and recommendation to the municipality respecting the Municipal Heritage Property. This report, along with Heritage Advisory Committee's motion from October 28, 2025, shall be considered the Heritage Advisory Committee's submission for Council's consideration.

DISCUSSION

The addition is located at the rear of the building, minimizing visibility from the public street and primary façade. The existing roofline will be retained, ensuring the addition will be in keeping with the elements of the original structure. The new construction will be compatible in scale and will use finishes that complement the existing cladding and roofing. The addition will support the ongoing adaptive reuse of this heritage property.

Alteration to heritage buildings should preserve the heritage value and character-defining elements of the buildings and be compatible with the existing structure. The rear placement and simple design ensure minimal visual impact on the streetscape and does not alter the character-defining elements of the building. The proposed addition is modest in scale and accommodates the functional needs of the venue without detracting from the building's historic character or architectural form.

In accordance with the *Heritage Property Act*, Council has the authority to grant the application to alter the exterior of a Municipal Heritage Building with or without conditions (Attachment C). A Building and Development Permit will be required for the proposed addition issued in compliance with the Land Use By-law and Building Code requirements. In addition, prior to the issuance of the Building and Development Permit, the Heritage Officer must provide their approval. The Heritage Officer's approval would comply with any conditions applied by Council

FINANCIAL IMPLICATIONS

No budgetary implications associated with this report.

CONCLUSION

The proposal will retain the building's exterior integrity while providing necessary functional improvements to support its ongoing use as a community venue. Adaptive reuse of heritage buildings is a key heritage conservation, and this addition enables the property to remain viable. Staff have reviewed the submission and find that rear placement and straightforward design

minimize the visual impact on the streetscape and does not alter the building's character-defining elements. The Heritage Advisory Committee has recommended the approval of the alteration (Attachment D).

ALTERNATIVES

Council has the authority to grant the application to alter the exterior of a Municipal Heritage Building with or without conditions. Council may choose to add additional conditions to their approval.

LEGISLATIVE AUTHORITY

Sections 17 and 18 of the *Heritage Property Act* (Attachment

ATTACHMENTS

Attachment A – Site Location

Attachment B – Applicants Submission

Attachment C – Excerpts from the *Heritage Property Act*

Attachment D – Motion from the Heritage Advisory Committee

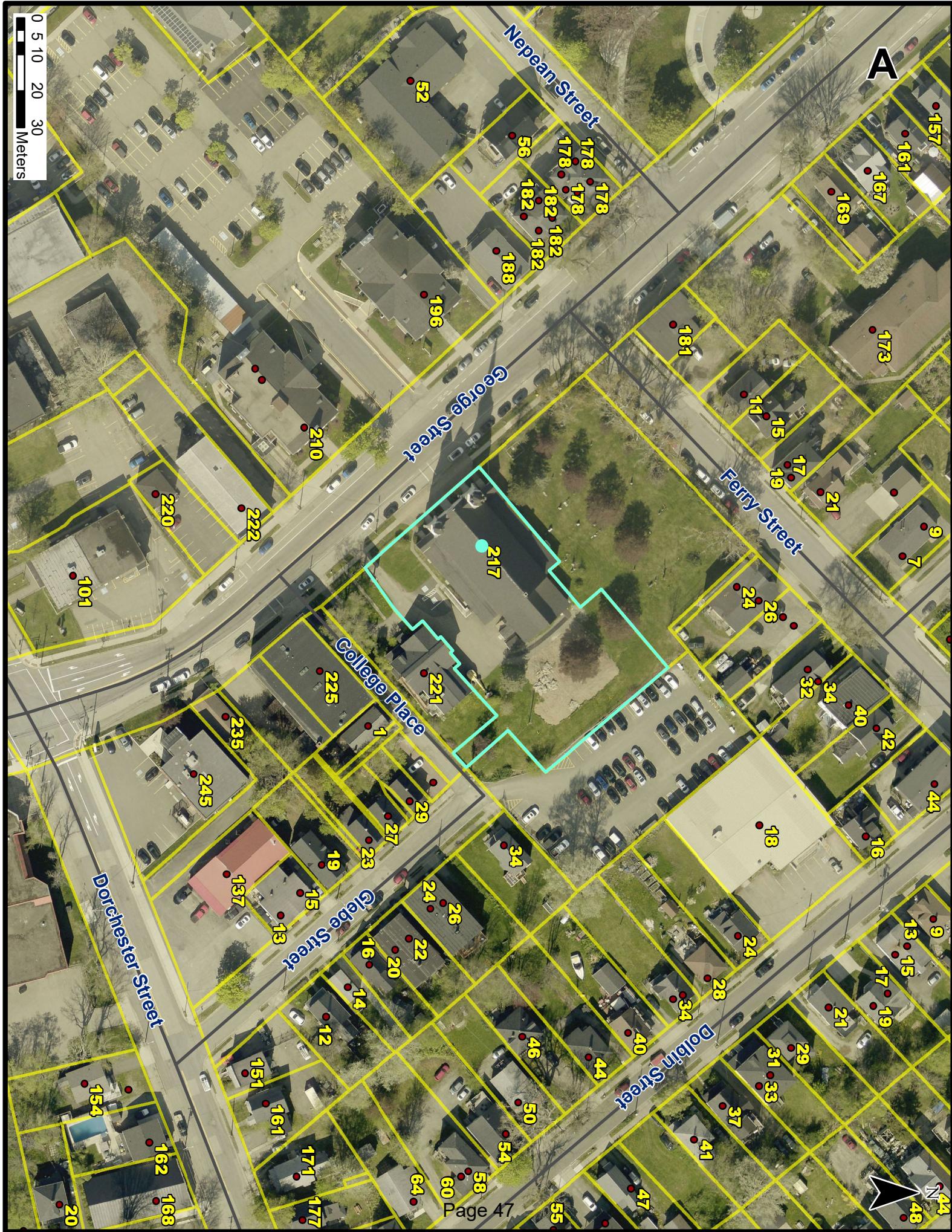
Report Prepared by:

Karen Neville
Senior Planner
Planning and Development Department

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From: [Kevin Colford](#)
To: [Karen M. Neville](#)
Subject: Re: Heritage Advisory Committee
Date: September 29, 2025 3:28:53 PM

Dear Heritage Advisory Committee,

My name is Kevin Colford and I am the sole owner of Sacred Heart Downtown 217 George Street in Sydney Nova Scotia B1P1J4.

I am requesting permission from the committee to add 30 feet to the back facing directly east keeping the roof side lines exactly the same to match the existing building.

Half of the floor space will be needed for Green Room space for the performing artists to comfortably get ready for their show; preparing their makeup, changing into costumes, warming up their voices and etc. The other half of the floor space will be used for must needed space for sorting our linens, table cloth, center pieces and decorating of the audience room space.

The repurposing of the building has been very positive in our community. The former perishioners are very proud of my efforts and are over the top enthusiastic that their former building will continue to exist. Many of the 2nd and third generation have chose Sacred Heart downtown to be married in the building their grand parents got married in. Many performers that have come from different arrears of Canada have complemented of Sacred Heart Downtowns; beauty, acoustics, and industry standards that make the experience second to none.

In 2026 we are booked for the East Coast Mustic Awards who have stated there is no other venue that is as beautiful and offers more than Sacred Heart Downtown in all of the venues they go to in the Atlantic provinces.

To continue with our reputation and and to continue with this much needed space to improve on the guest and performers experience I ask the Heritage Committee to grant permission to do this addition.

**Thank You,
and “Have a Great Day!”**

Kevin Colford
[\(902\) 565-3504](tel:(902)565-3504)
kevincolford@outlook.com

“Quality is never an accident; it is always the result of high intention, sincere effort, intelligent direction and skillful execution; it represents the wise choice of many alternatives.”

EXISTING BUILDING 217 GEORGE ST. BACK, EAST SIDE

NORTH



ROOF LINE

TO MATCH

EXISTING

ROOF

NEW EXTENSION

MAIN FLOOR

ONE SQUARE
EQUALS ONE FOOT

WINDOW

WINDOW

EXISTING BUILDING

217 GEORGE ST, BACK, EAST SIDE

NORTH

ROOF LINE

TO MATCH

EXISTING

ROOF

ONE SQUARE
EQUALS ONE FOOT

STORAGE

TABLES

CHAIRS

CHAIRS

28'

28'

28'

NEW
EXTENSION

PERFORMERS

GREEN ROOM

OPEN
YARD

OPEN

OPEN

OPEN

WINDOW

28'

OPEN

OPEN

WINDOW

28'





Excerpts for the *Heritage Property Act*

Approval to alter or demolish municipal heritage property

17 (1) Municipal heritage property shall not be substantially altered in exterior or public-building interior appearance or demolished without the approval of the municipality.

(2) An application for permission to substantially alter the exterior or public-building interior appearance of or demolish municipal heritage property shall be made in writing to the municipality.

(3) Upon receipt of the application, the municipality shall refer the application to the heritage advisory committee for its recommendation.

(4) Within thirty days after the application is referred by the municipality, the heritage advisory committee shall submit a written report and recommendation to the municipality respecting the municipal heritage property.

(5) The municipality may grant the application either with or without conditions or may refuse it.

(6) The municipality shall advise the applicant of its determination.

Consideration by municipality of application to alter or demolish

18 (1) The municipality may take up to three years to consider an application under Section 17.

(2) In its consideration of the application, the municipality may require public notice of the application and information meetings respecting the application to be held.

(3) Where the municipality does not approve the application, the property owner may, notwithstanding Section 17, make the alteration or carry out the demolition at any time after three years from the date of the application but not more than four years after the date of the application.

(4) Where the property owner has made the alteration or carried out the demolition in accordance with this Section, the municipality may deregister the property if the municipality determines that the property has lost its heritage value.



M·E·M·O

320 Esplanade

Sydney, Nova Scotia, B1P 7B9

902-563-5010

To: Karen Neville, Senior Planner / Heritage Officer
From: Christa Dicks, Municipal Clerk
Date: October 29, 2025
Subject: Request for Municipal Heritage Building Alteration – 217 George Street, Sydney

At the Heritage Advisory Committee meeting on October 28, 2025, the following motion was passed:

Motion

Moved by Councillor MacMullin, seconded by Councillor Paruch, to recommend to Council to approve the proposed alteration to the municipal registered heritage property located at 217 George Street, Sydney (PID 15058506), subject to the following conditions:

1. That all exterior materials and finishes used to the addition be compatible with the existing building; and
2. That any design modifications be reviewed and approved by Heritage Officer prior to the issuance of a Building and Development permit.

Motion Carried

This issue will be included in the November 18, 2025, council agenda.

Thank you,

Christa Dicks
Municipal Clerk
/km

C: Tyson Simms, Director of Planning and Development

Land Use By-law Zone Map Amendment, Dominion Motion

Moved by Deputy Mayor Eldon MacDonald, seconded by Councillor MacKeigan, that Committee of the Whole recommend to Council to give First Reading of Amending By-law found Attachment A and schedule a Public Hearing to consider adjusting the boundary of the adjacent Light Industrial (LI) and Low Density Urban Residential (URZ) Zone boundaries for PIDs 15875289, 15875271, 15875297, 15875305 and 15381601 as show in Schedule A of the Amending By-law. Attachment A included in agenda package.

Motion Carried



CAPE BRETON
REGIONAL MUNICIPALITY

TO: Mayor Clarke and Members of CBRM Council

FROM: Demetri Kachafanas, Chief Administrative Officer

DATE: 2025-11-03

SUBJECT: **RE: Land Use By-law Zone Map Amendment, Dominion**

ORIGIN

A request has been made by the Owners of PIDs 15875289, 15875271, 15875297, 15875305 and 15381601 to consider a zone amendment to adjust the Light Industrial (LI) and Low Density Urban Residential (UR2) split zone designation on their parcels. The applicants form a group of Buyers and the Seller of recent and ongoing real estate transactions, who have purchased/are selling lands on Neville Street in Dominion for residential purposes, which the current zoning inhibits on large portions of the lot parcels.

RECOMMENDATION

That Committee of Whole recommend Council give First Reading of Amending By-law found Attachment A and schedule a Public Hearing to consider adjusting the boundary of the adjacent Light Industrial (LI) and Low Density Urban Residential (UR2) Zone boundaries for PIDs 15875289, 15875271, 15875297, 15875305 and 15381601 as show in Schedule A of the Amending By-law.

BACKGROUND

The above mentioned PIDs are zoned Light Industrial (LI) and Low Density Urban Residential (UR2) Zoning, a map of the existing zone boundaries can be found in Attachment B. A portion of each parcel fronting on Neville Street bears UR2 Zoning, however a large portion of the rear of each parcel bears the LI Zone. As the LI Zone prohibits Residential Uses, this limits the buyers use of the property for their intended residential developments.

In the 2007 CBRM Land Use By-law, similar zones were in place until it was repealed in 2023, respectively the Service Industrial Zone (SIZ) and the Residential Urban D Zone (RUD) were

applied to the lands. The boundaries of the previous zones were not altered during the adoption of the CBRM Forward Land Use By-law in 2023, a map of the 2004 Land Use By-law can be found in Attachment C.

The previous Municipal Planning Strategy (MPS) provided context into the creation of the SIZ Zone, which was created surrounding significant landholdings once owned by the Federal Crown Corporation (DEVCO) responsible for coal mining operations.

The applicants land fall into the area identified as the "*DEVCO lands in Dominion between Mitchell Avenue and Neville Street*" by the 2004 MPS. Much of this approximately 140 acre site is well set back from the residential development along Mitchell Avenue and Neville Street, and is not easily accessed by an existing Public Street or Road, however, potential is for local industrial business/tertiary service industry facilities was identified at the time.

DISCUSSION

By providing the corridor of RUD Residential Zoning along Neville Street in the 2004 MPS and LUB, consideration was given to residential development in this at the time of adoption of this zone boundary.

Further, current Parking and Loading provisions in section 4.18 of the LUB would prohibit Light Industrial Use on these parcels. In 4.18.1 d) the LUB states parking areas (including driveways) to a parking areas shall be within a zone permitting the use. As the UR2 Zone does not share any permitted uses with the LI Zone, this area zoned LI would not be able to be developed for any purpose at this time.

Given that there are existing residential developments and consideration for further residential development along Neville Street by provision of the UR2 zone in this area, staff would consider this a reasonable request as these lands would not have been able to be used in any case for LI uses.

FINANCIAL IMPLICATIONS

Fiscally, staff time was used to prepare the proposed amendment along with subsequent reports for Councils consideration. An application fee has been collected in accordance with the CBRM Fee Policy: Planning, Development, and Building

ALTERNATIVES

Alternatively, the Committee of Whole could choose not to approve the recommendation.

LEGISLATIVE AUTHORITY

Section 210 of the *Municipal Government Act* outlines the required process for amendments to the Land Use By-law (LUB).

Policy A-15 of the Municipal Planning Strategy (Attachment D)

Report Prepared by: Peter Vandermeulen, Planner

ATTACHMENT A

By-law
of the Cape Breton Regional Municipality

amending the

Cape Breton Regional Municipality's Land Use Bylaw

Pursuant to Section 210 of the Municipal Government Act of Nova Scotia, the Council of the Cape Breton Regional Municipality hereby amends the text of the Cape Breton Regional Municipality's Land Use By-law in the following manner:

THAT: Council amends the CBRM's Land Use Bylaw map by deleting Light Industrial (LI) Zone in effect for the portion of PIDs 15875289, 15875271, 15875297, 15875305 and 15381601 identified in Schedule A replacing it with the Low Density Urban Residential (UR2) Zone.

PASSED AND ADOPTED: by a majority of the whole Council at a duly called meeting of the Cape Breton Regional Municipal Council held on **XXXX,XXXX**.

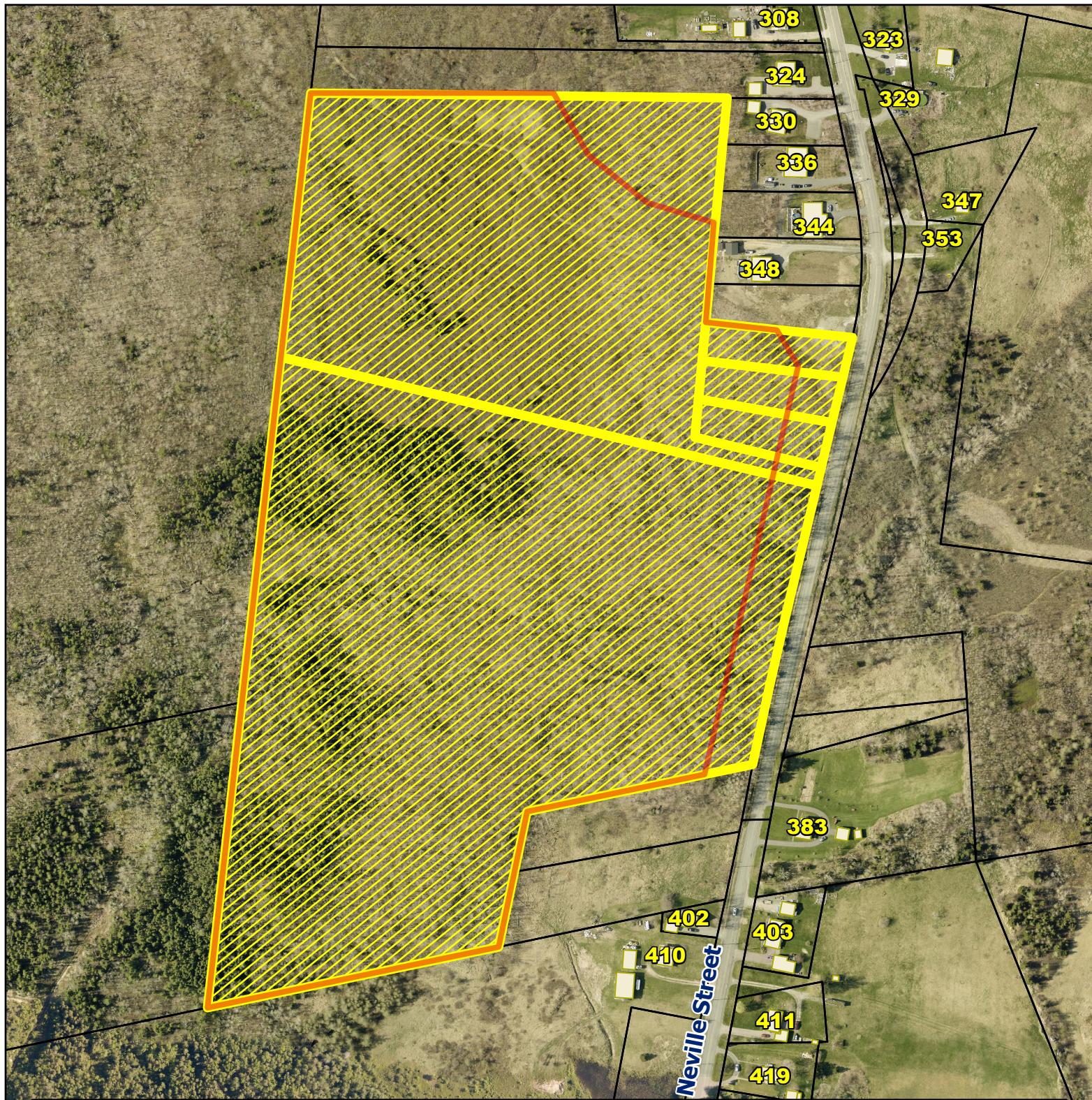
MAYOR

CLERK

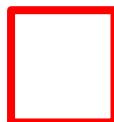
THIS IS TO CERTIFY that the attached is a true and correct copy of the Amending By-law of the Cape Breton Regional Municipality adopted by Regional Council during a meeting held on **XXXX, XXXX** to amend the Cape Breton Regional Municipality's Land Use By-law.

Christa Dicks, CLERK

SCHEDULE A

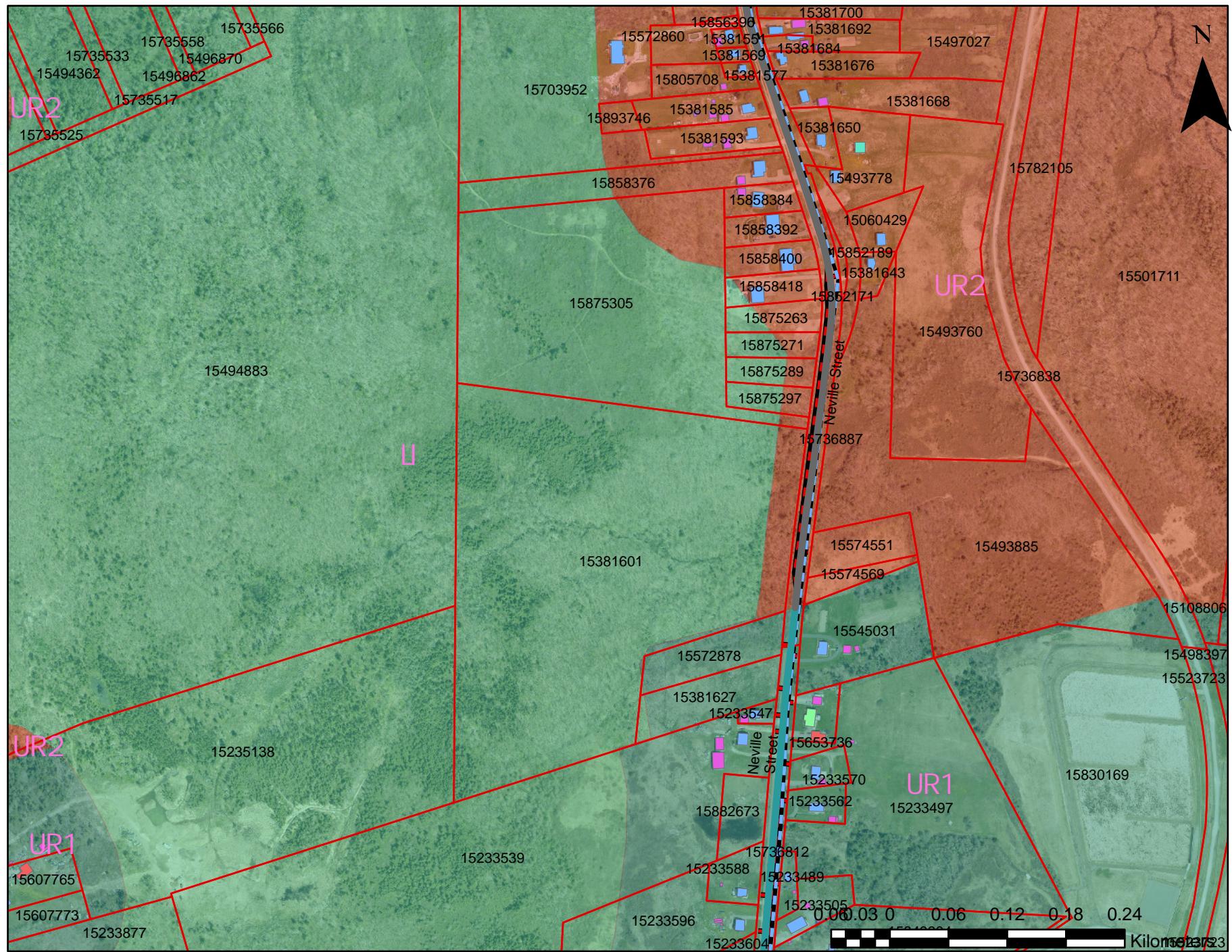


PIDs 15875305, 15875289, 15875271, 15875297,
15381601

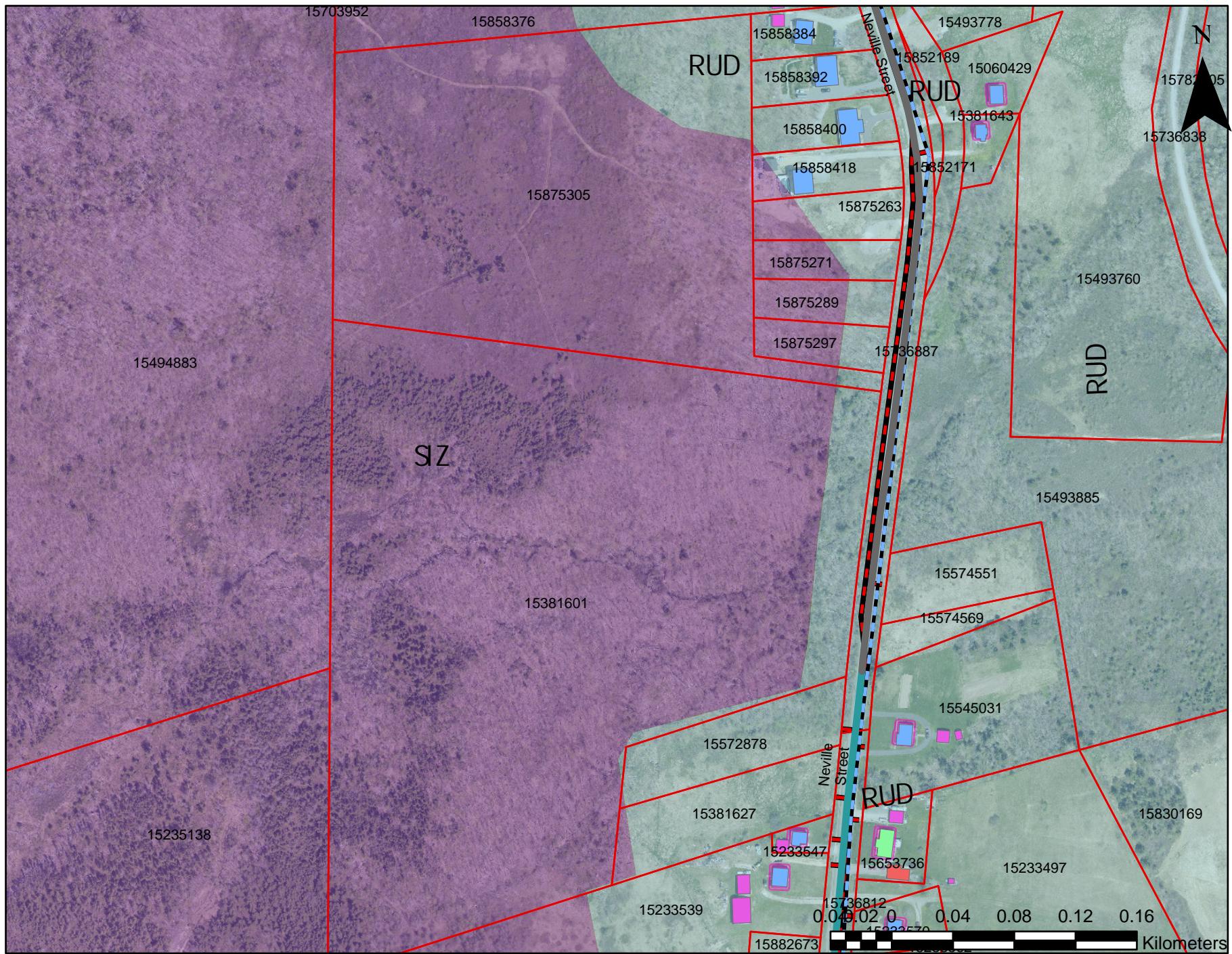


Portion to be converted from Light Industrial to
Low Density Urban Residential (UR2)

ATTACHMENT B - 2023 CBRM LAND USE BY-LAW ZONE DESIGNATION



ATTACHMENT C - 2007 CBRM LAND USE BY-LAW ZONE DESIGNATION



11.3.9. Amending the Land Use By-law

A-14 Council may make text or map amendments to the Land Use By-law, granted the amendment is in keeping with the intention of policies set forth in this Municipal Planning Strategy and meets the general criteria set in A-18.

A-15 Council shall may be considered for a zone amendment to an immediately adjacent zone classification on the Land Use Zone Map without requiring an amendment to this Strategy, provided that the intent of all other policies of the Strategy are satisfied.

A-16 Council shall not amend the Land Use By-law unless Council is satisfied the proposal:

- (a) is consistent with the intent of this Municipal Planning Strategy;
- (b) has regard for:
 - a. the ability of the Municipality to absorb public costs related to the proposal
 - b. variety of land uses within the area
 - c. the capacity of municipal infrastructure (water, sewer, stormwater)
 - d. the creation of excessive traffic hazard or congestion on the street in as determined by the Traffic Authority
 - e. scale of the proposed development in relation to the surrounding development pattern
 - f. access to public transit
 - g. connection to active transportation network



CAPE BRETON
REGIONAL MUNICIPALITY

Land Use By-law Zone Map Amendment Neville Street - Dominion



Applicants Request



CAPE BRETON
REGIONAL MUNICIPALITY

PIDs are zoned both Light Industrial (LI) and Low Density Urban Residential (UR2). The applicants have requested to adjust the zone boundary to allow more area for residential development.



Legislative Authority

Municipal Planning Strategy:

Policy A-15 provides Council the ability to consider for a zone amendment to an immediately adjacent zone classification on the Land Use Zone Map without requiring an amendment to the Municipal Planning Strategy.

Municipal Government Act:

Section 210 of the Municipal Government Act outlines the required process for amendments to the Land Use By-law (LUB). Ex. Scheduling of a public hearing, advertisement periods, and notices of adoption.

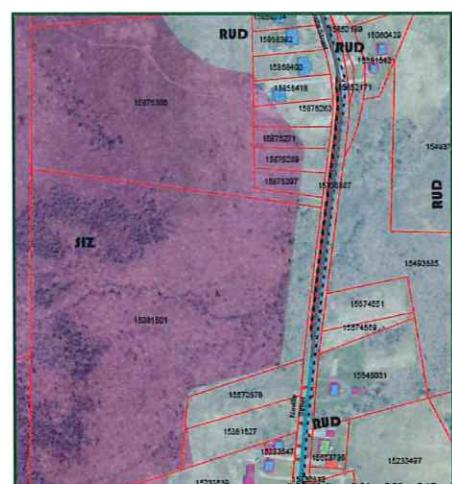


Background

PIDs are zoned both Light Industrial (LI) and Low Density Urban Residential (UR2). Large portions of the rear of each parcel bares the LI Zone which prohibits Residential Uses.

History of Zone Boundary

- Zones were put in place in the 2007 Land Use By-law and Municipal Planning Strategy (SIZ and RUD Zones).
- SIZ Zone was created surrounding significant DEVCO landholdings.
- Zone Boundary was not altered during the adoption of the 2023 CBRM Land Use By-law.



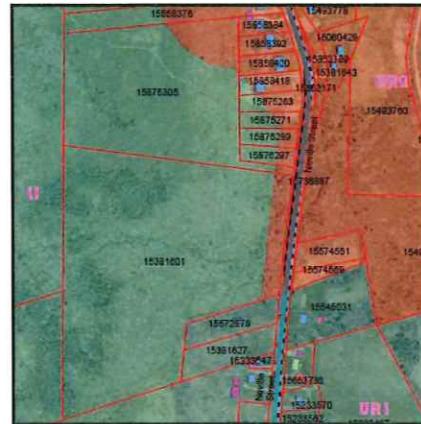
Discussion

1 - Consideration of Residential Development

By providing residential zoning along Neville Street in the 2004 MPS and LUB, consideration was given to residential development in this area at the time of adoption of the zone boundary.

2 - Conflicting Permitted Uses

Parking and Loading provisions in section 4.18 of the LUB would prohibit Light Industrial Use on these parcels.



4.18. PARKING AND LOADING

4.18.1. General Provisions

- a) **There are no minimum parking requirements in any zone**
- b) Except as otherwise provided in this By-law, a parking area of more than five vehicles located within the Service Area Boundary is required:
 - i. to be paved and all parking spaces delineated with painted lines;
 - ii. to be separated from any public street/road by a distance of at least 1.8 metres (6 ft) and be no closer than 0.9 metres (3 ft) from any other lot parcel boundary and this area shall comply with this By-law's definition for landscaped open area;
 - iii. the setbacks outlined in Subsection (ii) do not apply to parking areas that existed prior to the adoption of the By-law.
- c) Except as otherwise provided in this By-law, a parking area of more than five vehicles developed within 10 metres of an abutting Residential zone, shall be screened from the abutting residential property with a fence or coniferous hedge of a minimum height of 1 metre;
- d) Except as otherwise provided in this By-law, parking areas shall have unobstructed independent access to a public street, be located on the same lot parcel, and be within a zone permitting the use;
- e) Notwithstanding Subsection (b), parking areas located in the rear yard of an Industrial zone are not required to be paved;
- f) A parking lot for 50 or more parking spaces shall delineate a pedestrian crossing area with paint to ensure the safe movement of pedestrians through the area;

Recommendation

It is recommended that Committee of the Whole:

Recommend Council give First Reading of Amending By-law found Attachment A and schedule a Public Hearing to consider adjusting the boundary of the adjacent Light Industrial (LI) and Low Density Urban Residential (UR2) Zone boundaries for PIDs 15875289, 15875271, 15875297, 15875305 and 15381601 as show in Schedule A of the Amending By-law.



By-law

By law
of the Cape Breton Regional Municipality

amending the

Cape Breton Regional Municipality's Land Use Bylaw

Pursuant to Section 210 of the Municipal Government Act of Nova Scotia, the Council of the Cape Breton Regional Municipality hereby amends the text of the Cape Breton Regional Municipality's Land Use By-law in the following manner:

THAT: Council amends the CBRM's Land Use Bylaw map by deleting Light Industrial (LI) Zone in effect for the portion of PIDs 15875289, 15875271, 15875297, 15875305 and 15881601 identified in Schedule A replacing it with the Low Density Urban Residential (UR2) Zone.

PASSED AND ADOPTED: by a majority of the whole Council at a duly called meeting of the Cape Breton Regional Municipal Council held on XXXX,XXXX.

MAYOR

CLERK

THIS IS TO CERTIFY that the attached is a true and correct copy of the Amending By-law of the Cape Breton Regional Municipality adopted by Regional Council during a meeting held on **XXXX, XXXX** to amend the Cape Breton Regional Municipality's Land Use By-law.

Christa Dicks, CLERK



CAPE BRETON
REGIONAL MUNICIPALITY



M·E·M·O

320 Esplanade

Sydney, Nova Scotia, B1P 7B9

902-563-5010

To: **Mayor Cecil P. Clarke and Regional Councillors**
From: **Christa Dicks, Municipal Clerk**
Date: **November 18th, 2025**
Subject: **Committee/Councillor Vacancies**

The purpose of this memo is to advise Council of the temporary committee vacancies as a result of Councillor Nickituk's leave of absence.

There are currently two vacancies:

- Police Commission
- Fences Arbitration (alternate)

At this time, it would be in order for a call for the Mayor to call for nominations to these committees in a temporary capacity.

Christa Dicks
Municipal Clerk

**District 7 Business Association / Former Jamieson School Lease
Renewal**
Motion

Moved by Councillor MacMullin, seconded by Councillor MacKeigan, that Committee of the Whole recommend to Council to approve a five-year lease with the District 7 Business Association on the same terms as the previous lease.

Discussion:

- Clarification of tenancy
- Maintenance responsibilities
- Municipal oversight

Motion Carried



CBRM

A Community of Communities

Memo

TO: **Mayor Cecil P. Clarke and Regional Councillors**

FROM: **Colin Fraser**

SUBJECT: **District 7 Business Association / Former Jamieson School
Lease Renewal**

DATE: **Nov. 13, 2025**

BACKGROUND:

The CBRM owns a building formerly known as the Jamieson School located at Jamieson Street, Sydney. In 2004, CBRM entered into a lease of this property with the District 7 Business Association for a ten-year term, plus an additional ten-year renewal term. The previous lease expired on Sept. 30, 2024. The Association has requested that we renew the lease on the same terms as the previous lease. A copy of the previous lease is attached for reference.

The previous lease restricted use of the leased property to use as a community economic development centre, and no other purpose. The Association has used the property for this purpose by subletting a portion of the property to the Cape Breton Business College and using the remainder as community space. My understanding is that the Association does not charge rent to CBBC for their use of the property, but only requires them to contribute funds to the property's maintenance and repairs. CBRM has no obligation to maintain or repair the property under the previous lease. The Association pays a nominal rent of \$1.00 per annum to the CBRM.

We have reviewed this request with internal staff and they have no issues with this request.

RECOMMENDATION:

That the Committee pass a motion to direct Council to approve a five-year lease with the District 7 Business Association on the same terms as the previous lease.

Submitted by:

Colin Fraser
Legal Researcher

BETWEEN:

CAPE BRETON REGIONAL MUNICIPALITY, a body corporate and politic, of Sydney in and for the Province of Nova Scotia;

hereinafter called the "**LANDLORD**",

OF THE FIRST PART

- and -

DISTRICT 7 BUSINESS ASSOCIATION, a Society incorporated under the
Societies Act of Nova Scotia

hereinafter called the "**TENANT**"

OF THE SECOND PART

1. PREMISES

WITNESSETH that in consideration of the rent, covenants and agreements hereinafter reserved and contained on the part of the Tenant, the Landlord hereby demises and leases to the Tenant ALL AND SINGULAR that Building known as the former Jamieson School situated on Jamieson Street, in Sydney, in the Cape Breton Regional Municipality, in the County of Cape Breton, Province of Nova Scotia and shown for the purpose of identification only and not by way of limitation or enlargement outlined on the plan annexed hereto as Schedule "A" (hereinafter called "The Premises").

2. TERM

TO HAVE AND TO HOLD the Premises for and during the term (hereinafter called "the Term) of ten years to be computed from the 1st day of October, 2004, A.D., and from thenceforth next ensuing and fully to be completed and ended on the 30th day of September, 2014, A.D., unless otherwise renewed in writing by mutual agreement between the parties hereto.

3. RENTAL

YIELDING AND PAYING therefor during the term heretofore set out the amount of one dollar (\$1.00) per annum.

4. OPTION TO RENEW – (10 Years)

The Landlord hereby grants to the Tenant subject to the Tenant satisfactorily complying with all of its undertakings and obligations hereunder, the option to renew this lease for a further term, commencing immediately at the expiration of the initial term, under the same terms and conditions as contained herein, saving this option to renew, and the rental rate; by written notice to the Lessor by the tenant at least six (6) months prior to the expiration of the term of the Lease.

5. TENANT COVENANTS

THE TENANT COVENANTS with the Landlord:

a) To pay rent promptly when due;

b) Assigning or Sub-Letting

1) That they will not, except with the Landlord's written permission, which permission may be unreasonably withheld, assign or sublet:

If the Tenant requests the Landlord's consent to an assignment of this Lease or to a subletting of the whole or any part of the Leased premises to any person, firm or corporation (other than to one of the kinds of corporations referred to in clause (I) of this sub-paragraph (I), the Tenant shall submit to the Landlord the name of proposed assignee or subtenant and such information as to the nature of its business and its financial responsibility and standing as the Landlord may require. Upon the receipt of such request and information from the Tenant the Landlord shall have the right, exerciseable in writing 14 (fourteen) days after such receipt, to cancel and terminate this Lease if the request is to assign this Lease or to sublet all of the Leased Premises or, if the request is to assign or sublet a portion of the Leased Premises only, to cancel and terminate this Lease with respect to such portion, in each case as of the date set forth in Landlord's notice of exercise of such right, which shall be neither less than 60 (sixty) nor more than 120 (one hundred and twenty) days following the service of such notice.

2) If the Landlord shall exercise such right the Tenant shall surrender possession of the entire Premises or the portion which is the subject of the right, as the case may be, on the date set forth in such notice in accordance with the provisions of this Lease relating to surrender of the Leased Premises at the expiration of the Term. If this Lease shall be canceled as to a portion of the Leased Premises only, the rent payable by the Tenant under this Lease shall be abated proportionately. If the Landlord shall not exercise the right to cancel this Lease as above provided after the receipt of the Tenant's written request, then the Landlord's consent to such request shall not be unreasonably withheld. In no event shall any assignment or subletting to which the Landlord may have consented release or relieve the Tenant from his obligations fully to perform all the terms, covenants and conditions of this Lease on his part to be performed.

c) Use of Premises and Insurance

That the Premises shall be used only for the purpose of a **community economic development centre and no other purpose** and that the Tenant will not carry on or permit to be carried on therein any other trade or business not authorized by the Lessor and that the Tenant will not do or omit or permit to be done or omitted upon the Premises anything which shall cause the rate of insurance upon the Building to be increased or any insurance policy on the Building to be canceled and if the Tenant shall be in breach of these provisions, the Tenant shall not only be responsible for all consequences flowing therefrom and shall indemnify the Landlord in respect thereof, but (I) if the rate of insurance on the Building be increased by reason of the use made of the Premises or by reason of anything done or omitted or permitted to be done or omitted by

the Tenant or by anyone permitted by the Tenant to be upon the Premises, the Tenant will pay to the Landlord on demand the amount of such increase which amount shall be recoverable as rent; and (2) if any insurance policy upon the Building shall be canceled by the insurer by reason of the use or occupation of the Premises or any part thereof by the Tenant or by any assignee or subtenant of the Tenant or by anyone permitted by the Tenant to be upon the Premises the Landlord may at its option determine the Term forthwith by leaving upon the Premises notice in writing of its intention so to do and thereupon rent and any other payments for which the Tenant is liable under this Lease shall be apportioned and paid in full to the date of such determination and the Tenant shall immediately deliver up possession of the Premises to the Landlord and the Landlord may re-enter and take possession of the same.

Provided that subject to the provisions of the next above paragraph hereof, if the amount of any insurance premium payable by the Landlord in respect of the said Premises in any calendar year shall exceed the amount of the said insurance premium payable in the first calendar year of the Term hereby demised due to no fault of the Tenant, the Tenant shall pay his proportionate share of such increase forthwith upon its becoming due and payable. If the Tenant fails to pay his proportionate share of such increase promptly, the Landlord may pay the same and such amount paid by the Landlord shall constitute rent in arrears under this Lease.

d) Observance of the Law

THAT In their use and occupation of the Premises, not to violate any and to comply with every law, by-law, ordinance, order, rule, regulation or requirement of any federal, provincial or municipal government or any department, commission, board or officer therefore and with any application, regulation or order of the Canadian Underwriters Association, or any body having a similar function or of any liability or fire insurance company by which the Landlord or Tenant may from time to time be insured.

e) Entry by Landlord

THAT THE TENANT WILL permit the Landlord or its agents to enter upon the Premises at any reasonable time and from time to time upon 24 (twenty-four) hours notice for the purpose of inspecting and of making repairs, alterations or improvements to the Premises or to the Building and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby; provided that the foregoing shall be done in such a manner as to interfere as little as is reasonable with the Tenant's business.

f) Indemnity

THAT THE TENANT WILL indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from or out of any willful act or negligence of the Tenant or any assignee, sub-tenant, agent, contractor, servant, employee or licensee of the Tenant and against and from all costs, counsel fees, expenses and liabilities incurred in connection with any such claims or any actions or proceedings brought thereon.

g) Exhibiting Premises

To permit the Landlord or its agents to exhibit the Premises to prospective purchasers or tenants during normal business hours of the last six (6) months of the Term.

h) Alterations, Etc.

That the Tenant will not make or erect in or to the Premises any installations, alterations or partitions without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent in each instance such work may be performed by employees of or contracted for with contractors engaged by the Tenant subject to all reasonable conditions which the Landlord may impose; the Tenant shall promptly pay to the Landlord or the Tenant's contractors, as the case may be when due, the cost of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the Building, its equipment or services necessitated thereby.

i) Liens

That the Tenant will not suffer or permit during the Term any mechanic's or other lien for work, labour, services or materials ordered by him or for the cost of which he may be in any way obligated to attach to the Premises or to the Building or to the lands upon which the Building is situate and that whenever and so often as any such liens shall attach or claims therefor be filed the Tenant shall within fifteen (15) days after the Tenant has notice of the claim for lien obtain the discharge thereof by payment or by giving security or in such other manner as is or may be required by law.

j) Caretaking

To maintain and keep clean all public areas in the Building.

6. LANDLORD COVENANTS

THE LANDLORD COVENANTS with the Tenants:

(1) Taxes

In this Lease:

Municipal Taxes shall be payable by the Landlord.

MUNICIPAL TAXES shall mean all municipal rates and charges which would be charged upon the lands described in Schedule "A" hereto annexed or upon any buildings, erections or installations thereon or therein which would be charged upon the said premises if the same were not exempt from municipal taxation, but does not include business taxes or business occupancy taxes or other taxes that may hereafter be levied upon or in respect of the Tenant's business at the demised Premises, whether or not the same are collectible by the Landlord or a charge on the said lands. Where the parking, shipping and receiving, landscaped and other common areas forming part of the lands described in Schedule "A" hereto and assessed separately from the demised Premises and other leasehold space on the said lands, "**MUNICIPAL TAXES**" shall also include taxes in the year in question which could be

levied or charged upon or attributable to the assessed value of the same and any business taxes or tax in lieu thereof now or hereafter levied upon the premises in respect of such parking, shipping and receiving, landscaped or other common areas.

(2) Quiet Enjoyment

The Landlord covenants with the Tenant for quiet enjoyment.

7. FIXTURES

That all installations, alterations, additions, partitions and fixtures other than trade or Tenant's fixtures in or upon the Premises, whether placed there by the Tenant or the Landlord shall become the Landlord's property without compensation therefor to the Tenant and shall not be removed from the Premises at any time either during or after the Term, and provided further that if the Landlord so directs by written notice to the Tenant, the Tenant shall upon the termination of the Term, at the expense of the Tenant, promptly remove any or all of the installations, alterations, additions, partitions, and fixtures placed in the Premises by or at the request of the Tenant and the Tenant shall make good any damage caused by such removal or the Landlord may make good such damage and the Tenant shall pay the cost thereof on demand which shall be recoverable as rent.

8. INJURY TO PREMISES AND BUILDING

Provided that if during the Term the Premises or the Buildings shall be damaged or destroyed by fire, lightning, tempest explosion, Acts of God or the Queen's enemies, structural defects or weaknesses, impact of aircraft, riots or insurrection or other casualty then the following provisions shall have effect:

- a) If the Premises or other parts of the Building shall be so badly injured so as to render the Premises unfit for the Tenant's use and occupancy and shall be incapable, within reasonable diligence, of being repaired within 120 (one hundred twenty) days from the happening of such injury then either the Landlord or the Tenant may declare the Term to be forthwith terminated and the Tenant shall immediately surrender the Premises to the Landlord and shall pay rent only to the time of such injury, and the Landlord may re-enter and repossess the Premises discharged of this Lease and may remove all persons therefrom.
- b) If the Premises or other parts of the Building shall be capable, with reasonable diligence, of being repaired and rendered fit for the Tenant's use and occupancy within 120 (one hundred twenty) days from the happening of such injury as aforesaid and (I) if the damage is such as to render the Premises wholly unfit for occupancy during the process of such repairs, then the rent hereby reserved shall not run or accrue after such injury or while the process of repair is going on and the rent shall recommence immediately after such repairs have been completed; or (ii) if the damage is so slight that the Premises are partially fit for occupancy and use for the purpose of the Tenant's business then until such damage has been repaired the rent hereby reserved shall abate only in proportion to the extent that possession and enjoyment are interfered with and until such possession and enjoyment are fully restored.

- c) The certificate of the architect of the Landlord as to whether any such injury can or cannot be repaired within a period of 120 days from the happening of any such injury shall be final and binding upon the parties hereto as to the facts so certified.

9. DAMAGE TO PROPERTY

The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to employees of the Tenant or to any other person while such property is in or upon the Premises or in the Building unless such loss, damage or injury shall have been caused by the negligence of the Landlord or of its employees, servants, or agents; but, notwithstanding the foregoing, in no event shall the Landlord be liable for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Building or from the water, steam or drainage pipes or plumbing works of the Building or from any other place or quarter or for any damage caused by or attributable to the conditions or arrangement of any electric or other wiring or for any damage caused by anything done or omitted by any other Tenant. The Tenant covenants to indemnify and save harmless the Landlord against and from all loss, costs, claims or demands in respect of any injuries, loss or damage referred to in this paragraph.

10. IMPOSSIBILITY OF PERFORMANCE

It is understood and agreed that whenever and to the extent that the landlord shall be unable to fulfill or shall be delayed or restricted in the fulfillment of any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work or the making of any repairs by reason of the order or direction of any administrator, controller, board, governmental department or officer or other authority, or by reason of not being unable to obtain the material, goods, equipment, service or labour required to enable it to fulfill such obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

11. DEFAULT OF TENANT

Provided, and it is hereby expressly agreed, that if and whenever the rent hereby reserved, or any part thereof, shall not be paid on the day appointed for payment thereof, although no formal demand shall have been made thereof, or in case of the breach, non-observance or non-performance of any of the covenants or agreements or Rules and Regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the Premises shall be vacated or remain unoccupied for a period of 15 (fifteen) consecutive days, or in case the Term shall be taken in execution or attachment for any cause whatever, then and in each such case, it shall be lawful for the Landlord at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and the same to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding.

12. BANKRUPTCY

Provided further that in case the Premises shall remain vacant or not used for a period of fifteen days or be used by any person other than the Tenant or for any purpose other than that as herein or in the annexed Rules and Regulations provided, without the written consent of the Landlord, or in case the Term or any of the goods and chattels of the Tenant shall be at any time seized in execution or attachment by any creditor of the Tenant or the Tenant shall make any assignment for the benefit of creditors or become bankrupt or insolvent or take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or (if the Tenant is a company) an order shall be made for the winding-up of the Tenant, then in any such case this Lease shall, at the option of the Landlord, cease and determine and the Term shall immediately become forfeited and void and the then current month's rent and the next ensuing three months' rent shall immediately become due and payable and the Landlord may re-enter and take possession of the Premises as though the Tenant or other occupant or occupants of the Premises was or were holding over after the expiration of the Term without any right whatever, but the Tenant shall continue to be liable to the Landlord for the rent hereby reserved for the balance of the Term.

13. WAIVER OF EXEMPTIONS

The Tenant hereby covenants and agrees with the Landlord that in consideration of the Premises and of the leasing and letting by the said Landlord to the said Tenant of the lands and Premises mentioned above for the Term hereby created (and it is upon that express understanding that these presents are entered into) that none of the goods or chattels of the said Tenant at any time during the continuance of the said Term hereby created on the demised Premises, shall be exempt from levy by distress for rent in arrears by the Tenant.

14. RIGHT OF RE-ENTRY

The Tenant further covenants and agrees that upon the Landlord becoming entitled to re-enter upon the Premises under any of the provisions of this Lease, the Landlord, in addition to all other rights, shall have the right to enter the Premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution therefor and to re-let the Premises as the agent of the Tenant, and to receive the rent therefor and, as the agent of the Tenant to take possession of any furniture or other property on the Premises and to sell the same at public or private sale with or without notice and to apply the proceeds of such sale and any rent derived from re-letting the Premises upon account of the rent hereby reserved, and the Tenant shall be liable to the Landlord for the deficiency, if any.

15. RIGHT OF TERMINATION

The Tenant further covenants and agrees that upon the Landlord becoming entitled to re-enter upon the Premises under any of the provisions of this Lease, the Landlord, in addition to all other rights, shall have the right to terminate forthwith this Lease and the Term by leaving upon the Premises notice in writing of its intention so to do, and thereupon rent and any other payments of which the Tenant is

liable under this Lease shall be computed, apportioned and paid in full to the date of such termination of this Lease, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the same.

16. NON-WAIVER

Any condoning, waiving, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times of or in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, nor so as to defeat or affect in any way the rights of the Landlord herein in respect of any such subsequent default or breach.

17. LANDLORD MAY PERFORM COVENANTS

If the Tenant shall fail to perform any of the covenants, or obligations of the Tenant under or in respect of this Lease the Landlord, subject as hereinafter provided, may from time to time, in its discretion, perform or cause to be performed any of such covenants or obligations, or any part thereof and for such purpose may do such things as may be requisite, including without limiting the foregoing, entering upon the demised Premises and doing such things upon or in respect of the demised Premises or any part thereof, as the Landlord may consider requisite or necessary or making, on behalf of the Tenant, any payment which the Tenant is obligated to make under the provisions of this Lease (including all expenses incurred and expenditures made by or on behalf of the Landlord under this paragraph and any other amounts owing by the Tenant to the Landlord under the provisions of this Lease, other than rent) shall, unless otherwise provided in this Lease, be forthwith paid by the Tenant to the Landlord upon receipt of written notice requesting same and if not so paid shall bear interest at 1 ½ % per month from the date the same were incurred, made or due (particulars as to which shall be given by the Landlord to the Tenant) and all amounts owing to the Landlord and referred to by this paragraph shall be deemed to be additional rent and recoverable by the Landlord in the same manner as if they were rent in arrears and with like powers of distress. Provided that, except in cases of emergency, the Landlord before exercising its rights under this clause to perform any obligation or covenant of the Tenant shall give to the Tenant 15 (fifteen) day's notice of the default which the Landlord intends to remedy and if the Tenant within said period forthwith remedies or takes such action as may be necessary to remedy said default and thereafter pursues and completes same with all reasonable diligence the Landlord shall not proceed under this clause in respect of said default.

18. NO COLLATERAL AGREEMENTS

IT IS UNDERSTOOD AND AGREED that this Lease contains the entire agreement and understanding made between the parties hereto and that there is no representation, warranty, collateral agreement or condition, expressed or implied, affecting this Lease or supported hereby other than such as may be expressly contained in or implied from the provisions hereof and that this Lease may not be modified except as herein expressly provided or except by subsequent agreement

in writing of equal formality hereto executed by the Landlord and the Tenant.

19. ARBITRATION

In the case of any dispute between the Landlord and the Tenant during the Term hereof, and any renewal, as to any matter arising hereunder, either party hereto shall be entitled to give to the other party notice of such dispute and demand arbitration thereof and, after giving notice and demand, each party shall at once appoint an arbitrator and such appointees shall jointly appoint a third. The decision of any two of the three arbitrators so appointed shall be final and binding upon the parties hereto who covenant one with the other that their disputes shall be so decided by arbitration alone and not be recourse to any court by action at law.

The provisions of the Arbitration Act, being Chapter 12 of the Revised Statutes of Nova Scotia, 1967, shall apply to any arbitration under the provisions of this Lease.

20. REGISTRATION

The Tenant covenants and agrees with the Landlord that the Tenant will not register this Lease in this form in the Registry of Deeds Office for the Cape Breton Regional Municipality. If the Tenant desires to make a registration for the purpose only of giving notice to this Lease, then the parties hereto shall contemporaneously with the execution of this Lease execute a short form thereof solely for the purpose of supporting an application for registration of notice thereof.

21. EFFECTS OF LEASE

This Indenture and everything herein contained shall extend to and bind and may be taken advantage of by the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every of the parties hereto, subject to the granting of consent by the Landlord as provided in paragraph 5 (1) to any assignment or sub-lease, and where the Tenant consists of more than one person or is a female or a corporation, the provision hereof shall be read will all grammatical changes thereby rendered necessary and all covenants on the part of the Tenant shall be deemed joint and several.

22. SCHEDULES

Schedules "A" annexed hereto forms part of this Lease Indenture.

IN WITNESS WHEREOF the Landlord and the Tenant have executed these presents.

SIGNED, SEALED and DELIVERED)	CAPE BRETON REGIONAL MUNICIPALITY
)	
)	
)	

<hr/> Witness)	<hr/> Mayor
)	
)	
)	
)	<hr/> Municipal Clerk
)	
)	<i>LANDLORD</i>
)	
)	
)	
)	DISTRICT 7 BUSINESS ASSOCIATION
)	
)	
<hr/> Witness)	<hr/> Per: President
)	
)	
)	
)	<hr/> Per: Secretary
)	
)	<i>TENANT</i>

AFFIDAVITS OF EXECUTION**PROVINCE OF NOVA SCOTIA
COUNTY OF CAPE BRETON**

On this day of A.D., 2004, before me, the subscriber, personally came and appeared _____ a subscribing witness to the foregoing Indenture, who having been duly sworn, made oath and said that the **CAPE BRETON REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and at the same time caused its Corporate Seal to be hereunto affixed by **John Morgan, Mayor**, and **Bernie White, Municipal Clerk**, its proper officers duly authorized in that behalf, in his/her presence.

A Barrister/Commissioner of the
Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF CAPE BRETON**

On this day of A.D., 2004, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing Indenture, who having been duly sworn, made oath and said that **DISTRICT 7 BUSINESS ASSOCIATION**, one of the parties thereto, caused the same to be executed in their name and on their behalf and at the same time caused their Corporate Seal to be hereunto affixed by their proper officer duly authorized in that behalf, in his/her presence.

A Barrister/Commissioner of the
Supreme Court of Nova Scotia



TO: Mayor Clarke and Members of CBRM Council

SUBMITTED BY: Demetri Kachafanas, Chief Administrative Officer

DATE: November 12, 2025

SUBJECT: **Council Appointment of By-law Enforcement Officers to Serve as Dog Control Officers**

ORIGIN

Request by Kevin Strooband, Chief Inspector of the Nova Scotia Society for the Prevention of Cruelty to Animals (SPCA).

RECOMMENDATION

That CBRM Council appoint Sarah Palmer and Brian Culliton as a By-law Enforcement Officers, to serve as a Dog Control Officers, administering and enforcing the CBRM Dog By-law (D-400) for the CBRM.

BACKGROUND

Cape Breton Regional Municipality (CBRM) has received a request from the Nova Scotia SPCA to appoint Sarah Palmer and Brian Culliton as By-law Enforcement Officers. If approved, they will serve as Dog Control Officers for the CBRM. A copy of the Nova Scotia SPCA's request is provided as Attachment A.

CBRM has a contract with the Nova Scotia SPCA to provide animal control services for the municipality. A copy of the existing contract is provided for Council's reference as Attachment B. As part of the service, the Nova Scotia SPCA hires Dog Control Officers. These Officers administer and enforce the CBRM Dog By-law (D-400). However, before administering and enforcing the Dog By-law, a Dog Control Officer must be appointed by CBRM Council as a By-law Enforcement Officer and appointed by the Minister of Justice, or a designate, as a Special Constable.

DISCUSSION

In accordance with Section 89 of the Nova Scotia Police Act, Council may, with the approval of the Minister, or a person designated by the Minister, appoint one or more By-law Enforcement Officers who have the authority of a peace officer only with respect to the enforcement of the by-laws of the municipality. If appointed, Sarah Palmer and Brian Culliton will be responsible for the administration and enforcement of the CBRM Dog By-law (D-400).

FINANCIAL IMPLICATIONS

There are no budget implications. All costs associated with the appointment and hiring of Dog Control Officers are included in the existing contract with the Nova Scotia SPCA.

ATTACHMENTS

Attachment A: Request by Nova Scotia SPCA to Appoint By-law Enforcement Officers

Attachment B: Contract Agreement between CBRM and Nova Scotia SPCA Cape Breton Branch (March 29, 2023)

Report Prepared By: Tyson Simms, Director, Planning and Development, 902.574.1936

Attachment A:
Request by Nova Scotia SPCA to Appoint By-law Enforcement Officers



RECEIVED
JUL 11 2025



June 18, 2025

Cape Breton Regional Municipality
320 Esplanade
Sydney, Nova Scotia B1P 7B9

Attention: Ms. Marie Walsh
Chief Administrative Officer

Dear Ms. Marie Walsh,

RE: Appointments as By-law Enforcement Officers

Enclosed, you will find two applications for appointments as by-law officers for Cape Breton Regional Municipality. Our applications to the Department of Justice must also include a delegation by Council. Specifically, By-law No. D-400 states ***"Dog Control Officer" is any official delegated by the Council of the Cape Breton Regional Municipality under Section 121 of the Cape Breton Regional Municipality Act to administer or enforce this By-law."***

Once the two are completed and signed, could you please forward the applications and minutes of the Council delegations to:

Ms. Gina Day, Operations Coordinator
Public Safety Division, Department of Justice
1681 Granville St. P.O. Box 7
Halifax, NS B3J 2L6

Thank you,

Original Signed

Kevin Strooband
Chief Inspector



STAFF REPORT

TO: Members of Council

PREPARED BY: Bruce MacDonald, Manager of Emergency Management

APPROVED BY: Mark Bettens, Chief

DATE: November 18th, 2025

SUBJECT: MOUs for Additional CBRM Designated Comfort Centres

RELEVANCE/PRIORITIES: The designation and operation of municipality designated comfort centres in alignment with the Nova Scotia Emergency Management *Comfort Centre Guidelines* dated December 12, 2022.

RECOMMENDATION

The attached Memorandums of Understanding between CBRM and partner organizations for three additional CBRM designated comfort centres be approved.

EXECUTIVE SUMMARY

Comfort centres are an important tool that enhance a communities' resiliency to emergencies and reduce impacts of emergencies on vulnerable populations. It is important that comfort centres be identified and planned for in advance, locations advertised to the public, and that measures are taken to operate them safely¹.

The comfort centres discussed within this Staff Report are potential locations that will be operated on behalf of CBRM as designated comfort centres. Some community organizations may choose to offer refreshments, meals, and other services outside of CBRM designated comfort centres. This activity falls outside the scope of this Staff Report and the NSEMO, now known as the Department of Emergency Management (DEM), *Comfort Centre Guidelines*.

¹ NSEMO (now DEM) *Comfort Centre Guidelines* (2022) Section - Planning for Municipal Comfort Centres

Municipal comfort centres are intended to allow individuals to charge electronic devices, access internet or phone service, receive information from officials, warm up or cool off, and have light refreshments. Comfort centres are not intended to provide overnight accommodations, showers, or meals².

BACKGROUND:

There are no regulations or guidelines in Nova Scotia detailing the distribution of comfort centres within a municipality. The NSEMO (DEM) Comfort Centre Guidelines recommend comfort centres should be located in a central location, away from potential hazards.

CBRM Designated Comfort Centres

Comfort Centres may be opened in response to an emergency including a widespread loss of utilities or an extreme weather event.

The centres provide a temporary location for the public to access basic services such as warmth, cooling, washrooms, refreshments, charge cell phones, and receive information.

Comfort Centres do not provide 24 hour or overnight accommodations and are not intended to provide medical services.

CBRM designated comfort centres are pre-assessed by CBRM Emergency Management (CBRM EMO) for use as a comfort centre. Suitable locations are assessed as follows:

- Pre-inspection by CBRFES Fire Prevention Officer
- Pre-inspection by CBRM Buildings and By-Laws Inspector (if required upon review of FPO report)
- Potable water. If not on a municipal water supply, water must be regularly tested.
- Accessible entrance to the facility
- Accessible washroom
- Adequate tables and chairs
- An area to serve light snacks.
- If additional hot meal services are offered, a food handling safety course is required for those preparing meals in a Department of Environment inspected kitchen facility. CBRM EMO encourages the use of prepacked food items rather than serving prepared meals.
- Refrigeration for the storage of food and/or personal medical supplies.
- Emergency generator (preferred). Remember to practice generator safety.
- Additional items as may be required.

² NSEMO (now DEM) *Comfort Centre Guidelines* (2022) Section - Definition of Comfort Centre

Under the *NSEMO Comfort Centre Guidelines*, municipalities should sign a Memorandum of Understanding (MOU) with the organization that owns the comfort centre location³, (if required).

The provision of comfort centre support is part of an emergency plan, and an MOU is an agreement negotiated as part of that plan. Under CBRM's *Emergency Management* by-law E-100, part 7(1) and (2), agreements negotiated by the CBRM Emergency Management Planning Committee with other providers are not binding until approved by council.

Cooperating agencies asked to open a designated comfort centre by CBRM EMO will be provided a per diem or may submit receipts for the recovery of reasonable costs associated with providing comfort centre support. Reasonable costs currently include those incurred by the cooperating agency for refreshments, light snacks, and supplies. Any other costs will be considered on a case-by-case basis or outlined in the MOU between CBRM and the cooperating organization.

OPTIONS/DISCUSSION:

The three additional CBRM designated comfort centre locations proposed within the appendix of this report are located within areas of CBRM where no designated comfort centres are currently located, and an extended loss of utilities due to severe weather is not uncommon.

The following options are available in relation to the addition of the three potential CBRM designated comfort centres identified in Appendix A:

1. Council may approve for signature all three potential Designated Comfort Centre MOUs contained in Appendix A
2. Council may approve for signature a portion of the potential Designated Comfort Centre MOUs contained in Appendix A
3. Council may decline to approve for signature the potential Designated Comfort Centre MOUs contained in Appendix A

FINANCIAL CONSIDERATIONS:

Additional funding may be required in the CBRM EMO budget proportional to any expansion in the number of designated comfort centre locations, and to cover the increase in operating costs due to emergency generator cost recoveries at previously designated comfort centres.

³ NSEMO Comfort Centre Guidelines (2022) Section - Planning

RISK CONSIDERATION:

Recent events within CBRM and the Province of Nova Scotia have reenforced the need for a formalized approach to the provision of comfort centre support following a disaster or an emergency.

OTHERS CONSULTED:

In addition to the review of applicable CBRM and Nova Scotia emergency management documentation, visits were performed to each of the proposed designated comfort centre locations and discussions held with representatives from each provider organization.

Original signed by,

Bruce MacDonald
Manager of Emergency Management
Cape Breton Regional Fire and Emergency Service

ATTACHEMENT

Appendix 1

Memorandums of Understanding with Proposed Designated Comfort Centres

Memorandum of Understanding

For the use of a facility as a Comfort Centre or an Emergency Shelter

Between

Cape Breton Regional Municipality

and

The Mira Seniors & Pensioners Centre

1. PREABLE

- 1.1. The Cape Breton Regional Municipality's Emergency Management Organization (hereafter known as "CBRM EMO") is coordinated by the Cape Breton Regional Municipality Emergency Management Coordinator (hereafter known as the "CBRM EMC").
- 1.2. As established under section 7(1) of CBRM by-law E-100, Emergency Management, C.B.R.M. Emergency Management Planning Committee may, as part of emergency plans, negotiate an agreement to be approved by Council with the Government of Canada, the Province of Nova Scotia, a municipality of a county or district, city, town, First Nations, or any other agency or any person.
- 1.3. Henceforth, the term CBRM EMC implies the authorized representative of CBRM EMO and the CBRM Emergency Planning Committee and includes designated alternates.

2. PARTIES

- 2.1. This Memorandum of Understanding (hereafter known as the "MOU") is made and entered into with Eileen Vance as the authorized representative of Mira Seniors & Pensioners Centre located at 4037 Gabarus Hwy Marion Bridge, and the Cape Breton Regional Municipality (hereafter known as "CBRM").

3. DEFINITIONS

- 3.1. **Comfort Center** – A comfort center is opened by a recognized community group or fire department and is intended to provide a location where community members who wish to remain in their homes but not have full services such as electricity, heat, water, etc. can gather during the day. Depending on the time of year and the type of emergency, a comfort centre can serve several purposes – hot beverage, water, warmth, or cooling, charging station and information are key services provided. A comfort centre is not opened with the intention of turning into an overnight shelter operation.

3.2. Emergency Shelter – an Emergency Shelter is location opened by the Nova Scotia Department of Community Services’ Emergency Social Services (hereafter known as DCS) upon the request of the CBRM EMC in response to a large-scale emergency. Emergency shelters in Nova Scotia are managed on behalf of the DCS by the Canadian Red Cross (hereafter known as CRC). A shelter offers safety and fulfills basic needs including food, bed, medical care etc.

4. PURPOSE

- 4.1. The purpose of this MOU is to outline the process for the activation of a comfort centre on behalf of the CBRM for the provision of services to the community.
- 4.2. The process for the transition to an Emergency Shelter is outlined should shelter be required in response to the emergency.
- 4.3. This MOU does not restrict the Facility from opening a comfort centre outside of a request from CBRM EMO, however the comfort centre may not be eligible for cost recoveries, included within the official notices of CBRM comfort centre locations, or provided additional supports that may be available.
- 4.4. Comfort centres do not open in advance of a forecasted event or during the impact phase of an event or emergency as to not encourage travel when conditions may be unsafe. Individuals are encouraged to practice 72 hours personal preparedness whenever possible. Therefore, sufficient advance notice is routinely available prior to the facility receiving a request from CBRM EMO to open as a comfort centre.

5. TERM OF MOU

- 5.1. This MOU is effective upon the day and date last signed by the representatives authorized to do so by the participating parties, and will remain in effect until terminated in writing by either party.

6. RESPONSIBILITIES

6.1. Mira Seniors & Pensioners Centre

- 6.1.1. Upon the request of the CBRM EMC, the Facility agrees to open and to operate a comfort centre within six (6) hours in accordance with the CBRM Comfort Centre Guidelines and current Public Health measures.
- 6.1.2. The Facility will provide sufficient volunteers to support the ongoing operation of the comfort centre during the hours and dates of operation agreed upon with the CBRM EMC.

6.1.3. The following information is to be provided to CBRM EMO by the Facility prior to opening as a comfort centre, with updates provided accordingly upon changes:

- Disclose any limitations to the availability of the Facility during the expected timeframe for operation.
- Contact information including phone numbers and email addresses for the individuals responsible for the operation of the centre.
- Dates and hours of operation.

6.1.4. Facility volunteers and/or staff are required to operate in a safe, respectful, and non-discriminating manner at all times.

6.1.5. The Facility will track and submit to the CBRM EMC the names of all volunteers and/or staff on site and separately track all community members utilizing the services of the facility.

6.1.6. Suitable facilities may receive a request from the CBRM EMC to open as, or transition into an Emergency Shelter. If such a request is received, the emergency shelter will be supplied and operated by the CRC under contract with the DCS. Volunteer support will not be required from the Facility for the operation of the emergency shelter aside from any support required to operate the infrastructure.

6.2. **CBRM EMO**

6.2.1. Whenever possible, the CBRM EMC will provide the Facility with a minimum of six (6) hours' advance notice of a request to provide comfort centre services to the community.

6.2.2. CBRM EMO recognizes facilities are multifunctional and access to the Facility may be limited due to pre-existing commitments. Comfort centre hours and dates of operation will be collaboratively determined by CBRM EMO and the Facility.

6.2.3. Will complete the necessary notifications of the hours and dates of operation to the Nova Scotia Emergency Management Office, CBRM Communications, and CBRM Integrated Communications.

6.2.4. Provide additional support as may be necessary or available, including but not limited to updated Public Health guidelines and associated hygiene products.

6.2.5. Unless otherwise agreed upon by CBRM, reasonable cost recoveries provided will be limited to snacks and refreshments with receipts, or a through a daily per diem as set by CBRM EMO. Additional recoveries may be considered by the CBRM EMC on a case-by-case basis.

6.2.6. CBRM EMO will not be responsible for any potential lost revenues of the venue while utilized as a comfort centre or emergency shelter.

7. TRANSITION TO A SHELTER

7.1. Based on the emergency, a request may be made to suitable facilities to open as, or to transition into an emergency shelter.

7.2. CBRM EMO will provide advance determination of the suitability of the Facility for use as a comfort centre and/or as an emergency shelter.

8. CANCELLATION OF MOU

8.1. This MOU may be terminated upon 30 days' notice in writing by either party without cause.

9. AUTHORIZING SIGNATURES

**Signed on behalf of Mira Seniors & Pensioners
Centre**

**Signed on behalf of the Cape Breton
Regional Municipality**

Signature

Signature

Name (Print)

Name (Print)

/ Date

Date

Memorandum of Understanding

For the use of a facility as a Comfort Centre or an Emergency Shelter

Between

Cape Breton Regional Municipality

and

The Main-a-Dieu Coastal Discovery Centre

1. PREABLE

- 1.1. The Cape Breton Regional Municipality's Emergency Management Organization (hereafter known as "CBRM EMO") is coordinated by the Cape Breton Regional Municipality Emergency Management Coordinator (hereafter known as the "CBRM EMC").
- 1.2. As established under section 7(1) of CBRM by-law E-100, Emergency Management, C.B.R.M. Emergency Management Planning Committee may, as part of emergency plans, negotiate an agreement to be approved by Council with the Government of Canada, the Province of Nova Scotia, a municipality of a county or district, city, town, First Nations, or any other agency or any person.
- 1.3. Henceforth, the term CBRM EMC implies the authorized representative of CBRM EMO and the CBRM Emergency Planning Committee and includes designated alternates.

2. PARTIES

- 2.1. This Memorandum of Understanding (hereafter known as the "MOU") is made and entered into with Susan Bierens, Presidnet as the authorized representative of The Main-a-Dieu Coastal Discovery Centre located at 2886 Louisbourg Main-a-Dieu Road, Main-a-Dieu and the Cape Breton Regional Municipality (hereafter known as "CBRM").

3. DEFINITIONS

- 3.1. **Comfort Center** – A comfort center is opened by a recognized community group or fire department and is intended to provide a location where community members who wish to remain in their homes but not have full services such as electricity, heat, water, etc. can gather during the day. Depending on the time of year and the type of emergency, a comfort centre can serve several purposes – hot beverage, water, warmth, or cooling, charging station and information are key services provided. A comfort centre is not opened with the intention of turning into an overnight shelter operation.

3.2. Emergency Shelter – an Emergency Shelter is location opened by the Nova Scotia Department of Community Services’ Emergency Social Services (hereafter known as DCS) upon the request of the CBRM EMC in response to a large-scale emergency. Emergency shelters in Nova Scotia are managed on behalf of the DCS by the Canadian Red Cross (hereafter known as CRC). A shelter offers safety and fulfills basic needs including food, bed, medical care etc.

4. PURPOSE

- 4.1. The purpose of this MOU is to outline the process for the activation of a comfort centre on behalf of the CBRM for the provision of services to the community.
- 4.2. The process for the transition to an Emergency Shelter is outlined should shelter be required in response to the emergency.
- 4.3. This MOU does not restrict the Facility from opening a comfort centre outside of a request from CBRM EMO, however the comfort centre may not be eligible for cost recoveries, included within the official notices of CBRM comfort centre locations, or provided additional supports that may be available.
- 4.4. Comfort centres do not open in advance of a forecasted event or during the impact phase of an event or emergency as to not encourage travel when conditions may be unsafe. Individuals are encouraged to practice 72 hours personal preparedness whenever possible. Therefore, sufficient advance notice is routinely available prior to the facility receiving a request from CBRM EMO to open as a comfort centre.

5. TERM OF MOU

- 5.1. This MOU is effective upon the day and date last signed by the representatives authorized to do so by the participating parties, and will remain in effect until terminated in writing by either party.

6. RESPONSIBILITIES

6.1. Main-a-Dieu Coastal Discovery Centre

- 6.1.1. Upon the request of the CBRM EMC, the Facility agrees to open and to operate a comfort centre within six (6) hours in accordance with the CBRM Comfort Centre Guidelines and current Public Health measures.
- 6.1.2. The Facility will provide sufficient volunteers to support the ongoing operation of the comfort centre during the hours and dates of operation agreed upon with the CBRM EMC.

6.1.3. The following information is to be provided to CBRM EMO by the Facility prior to opening as a comfort centre, with updates provided accordingly upon changes:

- Disclose any limitations to the availability of the Facility during the expected timeframe for operation.
- Contact information including phone numbers and email addresses for the individuals responsible for the operation of the centre.
- Dates and hours of operation.

6.1.4. Facility volunteers and/or staff are required to operate in a safe, respectful, and non-discriminating manner at all times.

6.1.5. The Facility will track and submit to the CBRM EMC the names of all volunteers and/or staff on site and separately track all community members utilizing the services of the facility.

6.1.6. Suitable facilities may receive a request from the CBRM EMC to open as, or transition into an Emergency Shelter. If such a request is received, the emergency shelter will be supplied and operated by the CRC under contract with the DCS. Volunteer support will not be required from the Facility for the operation of the emergency shelter aside from any support required to operate the infrastructure.

6.2. **CBRM EMO**

6.2.1. Whenever possible, the CBRM EMC will provide the Facility with a minimum of six (6) hours' advance notice of a request to provide comfort centre services to the community.

6.2.2. CBRM EMO recognizes facilities are multifunctional and access to the Facility may be limited due to pre-existing commitments. Comfort centre hours and dates of operation will be collaboratively determined by CBRM EMO and the Facility.

6.2.3. Will complete the necessary notifications of the hours and dates of operation to the Nova Scotia Emergency Management Office, CBRM Communications, and CBRM Integrated Communications.

6.2.4. Provide additional support as may be necessary or available, including but not limited to updated Public Health guidelines and associated hygiene products.

6.2.5. Unless otherwise agreed upon by CBRM, reasonable cost recoveries provided will be limited to snacks and refreshments with receipts, or a through a daily per diem as set by CBRM EMO. Additional recoveries may be considered by the CBRM EMC on a case-by-case basis.

6.2.6. CBRM EMO will not be responsible for any potential lost revenues of the venue while utilized as a comfort centre or emergency shelter.

7. TRANSITION TO A SHELTER

7.1. Based on the emergency, a request may be made to suitable facilities to open as, or to transition into an emergency shelter.

7.2. CBRM EMO will provide advance determination of the suitability of the Facility for use as a comfort centre and/or as an emergency shelter.

8. CANCELLATION OF MOU

8.1. This MOU may be terminated upon 30 days' notice in writing by either party without cause.

9. AUTHORIZING SIGNATURES

Signed on behalf of The Main-a-Dieu Coastal
Discovery Centre

**Signed on behalf of the Cape Breton
Regional Municipality**

Signature

Signature

Name (Print)

Name (Print)

Date

Date

Memorandum of Understanding

For the use of a facility as a Comfort Centre or an Emergency Shelter

Between

Cape Breton Regional Municipality

and

The St Margaret Parish Community Hall

1. PREABLE

- 1.1. The Cape Breton Regional Municipality's Emergency Management Organization (hereafter known as "CBRM EMO") is coordinated by the Cape Breton Regional Municipality Emergency Management Coordinator (hereafter known as the "CBRM EMC").
- 1.2. As established under section 7(1) of CBRM by-law E-100, Emergency Management, C.B.R.M. Emergency Management Planning Committee may, as part of emergency plans, negotiate an agreement to be approved by Council with the Government of Canada, the Province of Nova Scotia, a municipality of a county or district, city, town, First Nations, or any other agency or any person.
- 1.3. Henceforth, the term CBRM EMC implies the authorized representative of CBRM EMO and the CBRM Emergency Planning Committee and includes designated alternates.

2. PARTIES

- 2.1. This Memorandum of Understanding (hereafter known as the "MOU") is made and entered into with *Francis Gillis/Grand Mira Community Society* as the authorized representative of *St Margaret Parish Community Hall* located at *2353 Grand Mira South Road Grand Mira South, NS B1K 1K4* and the Cape Breton Regional Municipality (hereafter known as "CBRM").

3. DEFINITIONS

- 3.1. **Comfort Center** – A comfort center is opened by a recognized community group or fire department and is intended to provide a location where community members who wish to remain in their homes but not have full services such as electricity, heat, water, etc. can gather during the day. Depending on the time of year and the type of emergency, a comfort centre can serve several purposes – hot beverage, water, warmth, or cooling, charging station and information are key services provided. A comfort centre is not opened with the intention of turning into an overnight shelter operation.

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5. TERM OF MOU

- 5.1.** This MOU is effective upon the day and date last signed by the representatives authorized to do so by the participating parties, and will remain in effect until terminated in writing by either party.

6. RESPONSIBILITIES

6.1. St Margaret Parish Community Hall

- 6.1.1.** Upon the request of the CBRM EMC, the Facility agrees to open and to operate a comfort centre within six (6) hours in accordance with the CBRM Comfort Centre Guidelines and current Public Health measures.
- 6.1.2.** The Facility will provide sufficient volunteers to support the ongoing operation of the comfort centre during the hours and dates of operation agreed upon with the CBRM EMC.

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- Contact information including phone numbers and email addresses for the individuals responsible for the operation of the centre.
- Dates and hours of operation.

6.1.4. Facility volunteers and/or staff are required to operate in a safe, respectful, and non-discriminating manner at all times.

6.1.5. The Facility will track and submit to the CBRM EMC the names of all volunteers and/or staff on site and separately track all community members utilizing the services of the facility.

6.1.6. Suitable facilities may receive a request from the CBRM EMC to open as, or transition into an Emergency Shelter. If such a request is received, the emergency shelter will be supplied and operated by the CRC under contract with the DCS. Volunteer support will not be required from the Facility for the operation of the emergency shelter aside from any support required to operate the infrastructure.

6.2. CBRM EMO

6.2.1. Whenever possible, the CBRM EMC will provide the Facility with a minimum of six (6) hours' advance notice of a request to provide comfort centre services to the community.

6.2.2. CBRM EMO recognizes facilities are multifunctional and access to the Facility may be limited due to pre-existing commitments. Comfort centre hours and dates of operation will be collaboratively determined by CBRM EMO and the Facility.

6.2.3. Will complete the necessary notifications of the hours and dates of operation to the Nova Scotia Emergency Management Office, CBRM Communications, and CBRM Integrated Communications.

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8. CANCELLATION OF MOU

- 8.1. This MOU may be terminated upon 30 days' notice in writing by either party without cause.

9. AUTHORIZING SIGNATURES

**Signed on behalf of St Margaret Parish
Community Hall**

**Signed on behalf of the Cape Breton
Regional Municipality**

Signature

Signature

Name (Print)

Name (Print)

Date

Date



M·E·M·O

320 Esplanade

Sydney, Nova Scotia, B1P 7B9

902-563-5010

To: **Mayor Cecil P. Clarke and Regional Councillors**
From: **Christa Dicks, Municipal Clerk**
Date: **November 18, 2025**
Subject: **Election of Deputy Mayor**

Each year, the CBRM Council elects/selects a Deputy Mayor for a one-year term commencing November 1st.

As per the Deputy Mayor Policy (copy attached), all Councillors are eligible to run for the office on an annual basis, however the Deputy Mayor shall serve no more than two consecutive years.

It is now in order for the Mayor to call for nominations from the floor.

Christa Dicks
Municipal Clerk

Attachment

Policy Respecting the Deputy Mayor

STATEMENT OF POLICY:

- It is the policy of the Cape Breton Regional Municipality (CBRM) to select a Deputy Mayor on an annual basis.

1.0 TERM OF OFFICE:

- The term of office for the Deputy Mayor shall be for one year running from November 1st to October 31st and all Council members are eligible to run for the office on an annual basis. The Deputy Mayor shall serve no more than two consecutive years (for clarity, an example in a four year term, a Councillor could serve as Deputy Mayor in year one and two, but would be ineligible for the third consecutive year, and would be eligible again thereafter.)

2.0 REMUNERATION:

- The remuneration for the office of Deputy Mayor shall be \$5,000 per year.

3.0 ROLES AND RESPONSIBILITIES:

The Deputy Mayor, in addition to filling in when the Mayor is absent or incapacitated, shall:

- ◆ Be apprised of ongoing labour relations issues;
- ◆ May be Chairman of the Audit Committee;
- ◆ Be responsible for bringing the annual budget forward for Council perusal;
- ◆ Chair special committees as assigned by the Mayor or Council and report findings back to Council;

- ◆ Assume other duties assigned by the Mayor or Council.

Approved by Council: **January 20, 1998**
Amended by Council: **March 11, 2005**

