

Cape Breton Regional Municipality

Council Meeting

AGENDA

TUESDAY, DECEMBER 10, 2024

2:00 P.M.

Council Chambers
2nd Floor, City Hall
320 Esplanade, Sydney, NS

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Cape Breton Regional Municipality

Council Meeting

Tuesday, December 10, 2024

2:00 p.m.

AGENDA ITEMS

Land Acknowledgement

Roll Call

O' Canada

1. **APPROVAL OF AGENDA:** (Motion Required)
2. **APPROVAL OF MINUTES:** (Previously Circulated)
 - Special Council Minutes – April 4, 2023
 - Special Council Minutes – April 5, 2023
 - Special Council Minutes – April 6, 2023
 - Special Council Minutes – May 30, 2023
 - Special Council Minutes – June 27, 2023
 - Special Council Minutes – March 6, 2024
 - Council Minutes – August 20, 2024
 - Council Minutes – October 2, 2024
 - Special Council Minutes – October 30, 2024
 - Council Minutes – November 12, 2024
3. **PROCLAMATIONS & RESOLUTIONS:**
 - 3.1 **Lebanese Heritage Month:** (For Ratification)
Councillor Earlene MacMullin (See page 6)
 - 3.2 **Lung Cancer Awareness Month:** (For Ratification)
Councillor Gordon MacDonald (See page 7)
 - 3.3 **Project Red Ribbon Launch:** (For Ratification)
Councillor Steve Gillespie (See page 9)

Continued...

**Council Meeting Agenda
December 10, 2024 (Cont'd)**

- 3.4 **YMCA Peace Week:** (For Ratification)
Councillor Dave MacKeigan (See page 10)
- 3.5 **Restorative Justice Week:** (For Ratification)
Councillor Paul Nickituk (See page 11)
- 3.6 **Transgender Day of Remembrance:** (For Ratification)
Councillor Darren O'Quinn (See page 12)
- 3.7 **Pancreatic Cancer Awareness Day:** (For Ratification)
Councillor Glenn Paruch (See page 13)
- 3.8 **Christian Heritage Month:**
Councillor Steven MacNeil (See page 14)
- 3.9 **Giving Tuesday:** (For Ratification)
Councillor Steve Gillespie (See page 15)
- 3.10 **International Day of Persons with Disabilities:** (For Ratification)
Councillor Eldon MacDonald (See page 16)
- 3.11 **James Delorey Day:** (For Ratification)
Councillor Kim Sheppard-Campbell (See page 18)
4. **PLANNING ISSUES:**
- 4.1 **Case 1096: Development Agreement for 166 Lingan Road, Whitney Peir:** Peter Vandermeulen, Planner, Planning and Development (See page 20)
- 4.2 **CMHC Housing Accelerator Fund – Update Regarding E-Permitting System:**
Tyson Simms, Director of Planning and Development (See page 48)
- For Information Only
5. **PROTECTIVE SERVICES ISSUES:**
- 5.1 **Appointment of By-law Enforcement Officer to Serve as Dog Control Officer:** Tyson Simms, Director of Planning and Development (See page 56)
- 5.2 **Appointment of By-law Enforcement Officers – By-law Services Division:**
Tyson Simms, Director of Planning and Development (See page 59)

Continued...

**Council Meeting Agenda
December 10, 2024 (Cont'd)**

6. CORPORATE SERVICES ISSUES:

- 6.1 Council Policies:** Christa Dicks, Municipal Clerk (See page 61)
- 6.2 Vacancies on Various Committees and Committees Update:** Christa Dicks, Municipal Clerk (See page 64)
- 6.3 Municipal Code of Conduct:** Demetri Kachafanas, K.C., Interim Chief Administrative Officer (See page 69)
- 6.4 Authorization to Pursue Infrastructure and Development Funding Opportunities:** Mayor Cecil P. Clarke (See page 85)
- 6.5 Ann-Mor Properties Ltd. / 135 Commercial Street Lot, Glace Bay Library Lease Renewal:** Demetri Kachafanas, K.C., Interim Chief Administrative Officer (See page 86)
- 6.6 Equity and Anti-Racism Plan:** Demetri Kachafanas, K.C., Interim Chief Administrative Officer (See page 95)
- 6.7 Growth and Renewal for Infrastructure Development – Project Application:** Wayne MacDonald, P.Eng., Director of Engineering and Public Works (See page 97)
- 6.8 Canada Housing Infrastructure Fund (CHIF) – Project Application Tartan Downs:** Wayne MacDonald, P.Eng., Director of Engineering and Public Works (See page 104)
- 6.9 Canada Housing Infrastructure Fund (CHIF) – Water Utility Application:** Raymond Boudreau, P.Eng., Director of Water and Wastewater (See page 106)
- 6.10 Funding Agreement – Nova Scotia Nature Agreement:** Raymond Boudreau, P.Eng., Director of Water and Wastewater (See page 108)
- 6.11 CBRFES SCBA Program:** Mark Bettens, Fire Chief and Director of Fire and Emergency Services (See page 110)
- 6.12 CBRM Designated Comfort Centres and Memorandum of Understanding:** Bruce MacDonald, Manager of Emergency Management (See page 121)
- 6.13 Acquisition of Land:** Demetri Kachafanas, K.C., Interim Chief Administrative Officer (See page 132)

7. COMMITTEE REPORTS: N/A

ADJOURNMENT



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:

Lebanese Heritage Month was acknowledged in the Province of Nova Scotia for the month of November by our Premier Tim Houston and also acknowledged by our Prime Minister Justin Trudeau, who has nationally acknowledged November as Lebanese Heritage Month. Honoring the contributions made and those they continue to make. Making our country and communities more diverse, prosperous, and inclusive; and

**BE IT THEREFORE
RESOLVED:**

That CBRM Mayor Cecil P. Clarke and Council proclaim the month of November 2024, as Lebanese Heritage Month in the Cape Breton Regional Municipality.

Councillor Earlene MacMullin - CBRM District #2

December 10, 2024



PROCLAMATION

Lung Cancer Awareness Month

- WHEREAS:** It is important to recognize the strength and courage of those affected by lung cancer and remove the stigma around lung cancer. Anyone with lungs can get lung cancer; and
- WHEREAS:** There are many factors contributing to lung cancer diagnosis, such as exposure to radon or secondhand smoke, a family history of cancer, and environmental pollutants; and
- WHEREAS:** Lung cancer is the leading cause of cancer death among men and women in Canada, accounting for nearly one quarter of all cancer deaths in the country, more deaths than colon cancer, breast cancer, and prostate cancer combined; and
- WHEREAS:** The 5-year survival rate for localized lung cancer is ~60%, yet only ~24% of lung cancers are diagnosed at this stage;
- WHEREAS:** Screening for lung cancer for high-risk individuals using low-dose computed tomography can lead to the earlier detection of lung cancer and save lives, reducing the mortality by 20% when compared to screening by chest x-ray in the National Lung Screening Trial and reducing the risk of death at 10 years by 24% in men and 33% in women as demonstrated by another large randomized trial;
- WHEREAS:** Funding for lung cancer research trails far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer affecting women and lung cancer health disparities;
- WHEREAS:** Organizations working in Canada such as the Canadian Lung Cancer Screening Initiative are committed to educating about lung cancer and lung cancer screening and working to increase lung cancer screening rates.

**BE IT THEREFORE
RESOLVED:**

That CBRM Mayor Cecil P. Clarke and Council proclaim the month November 2024, as Lung Cancer Awareness Month in the Cape Breton Regional Municipality and encourage all citizens to learn about lung cancer and early detection through lung cancer screening.

Councillor Gordon MacDonald – District #1

December 10, 2024



PROCLAMATION

Project Red Ribbon Launch

- WHEREAS:** Project Red Ribbon is a commitment made by Canadians to drive safe and sober; and
- WHEREAS:** It is a highly visible, community public awareness campaign which depends on volunteer participation to promote the message that deaths and injuries resulting from impaired driving are needless tragedies and 100% preventable; and
- WHEREAS:** Each year from the beginning of November until the first Monday after New Year's, MADD Canada volunteers across the country to distribute red ribbons and ask Canadians to display a ribbon on their vehicle and/or key chain, or on a personal item like their purse, briefcase or backpack; and
- WHEREAS:** The MADD Canada red ribbon is a powerful symbol. By displaying the ribbon, you are making a personal commitment to drive sober; and
- WHEREAS:** The red ribbon is also used to pay tribute to the thousands of Canadians who have lost their lives or who have been injured as a result of impaired driving; and
- WHEREAS:** The red ribbon also reinforces the message to drive sober throughout the holidays and throughout the year; and
- BE IT THEREFORE
RESOLVED:** That CBRM Mayor Cecil P. Clarke and Council proclaim the launch of MADD Cape Bretons Project Red Ribbon in the Cape Breton Regional Municipality.

Councillor Steve Gillespie - CBRM District #4

December 10, 2024



PROCLAMATION

YMCA Peace Week

- WHEREAS:** The YMCA of Cape Breton is a charity committed to nurturing the potential of children, youth and seniors, promoting healthy living, and fostering social responsibility. The YMCA ensures that every individual has access to the essentials needed to learn, grow and thrive; and
- WHEREAS:** YMCA Peace Week is a time when we celebrate the presence of peace in our communities and reflect on the peace-building work that happens all year both inside and outside the YMCA; and
- WHEREAS:** As part of YMCA Peace Week, YMCAs across Canada present the YMCA Peace Medal to individuals or groups who, without any special resources, status, wealth, or position, demonstrate a commitment to the values of PEACE (Participation, Empathy, Advocacy, Community & Empowerment) through contributions made within their local, national, or global community. We look forward to honoring members of our community; and
- WHEREAS:** YMCA Peace Week calls people to Build Community. Act for Peace. When we act for peace, together we build stronger and healthier communities.
- BE IT THEREFORE
RESOLVED:** That CBRM Mayor Cecil P. Clarke and Council proclaim the week of November 16th to 23rd, 2024, as YMCA Peace Week in the Cape Breton Regional Municipality.

Councillor Dave MacKeigan - District #9

December 10, 2024



PROCLAMATION

Restorative Justice Week

WHEREAS: In the face of crime or conflict, restorative justice offers a philosophy and approach that views these matters principally as harm done to people and relationships; and

WHEREAS: Restorative Justice approaches strive to provide support and opportunities for the voluntary participation and communication between those affected by crime and conflict (victims, offenders, community) to encourage accountability, reparation and movement towards understanding, feelings of satisfaction, healing and sense of closure; and

WHEREAS: Restorative Justice Week provides an opportunity to learn about restorative justice and to educate and celebrate with other communities across the country during the week.

**BE IT THEREFORE
RESOLVED:** That CBRM Mayor Cecil P. Clarke and Council, recognize this year as the 25th Anniversary of the Restorative Justice Program in Nova Scotia and proclaim the week of November 17th to 23rd, 2024, as Restorative Justice Week in the Cape Breton Regional Municipality.

Councillor Paul Nickituk - District #10

December 10, 2024



PROCLAMATION

Transgender Day of Remembrance

- WHEREAS:** November 20th, 2024, is recognized as Transgender Day of Remembrance; and
- WHEREAS:** The Transgender Day of Remembrance was set aside to memorialize those who were killed due to anti-transgender hatred, or prejudice. The event is held in November to honor Rita Hester, whose murder on November 28th, 1998, inspired the “Remembering Our Dead” web project and a San Francisco candlelight vigil in 1999. Rita Hester’s murder like most anti transgender murder cases has yet to be solved; and
- WHEREAS:** Transgender Day of Remembrance raises public awareness of hate crimes against transgender people around the world, and at home here in the CBRM, an action that current media doesn’t perform; and
- WHEREAS:** Transgender Day of Remembrance publicly mourns and honors the lives of all Trans people who might otherwise be forgotten. Through vigil, we express love and respect for our people in the face of indifference and hatred. Day of Remembrance reminds non-transgender people that we are their sons, daughters, parents, friends and lovers. Transgender Day of Remembrance gives our allies a chance to step forward with us and stand in vigil, memorializing those of us who’ve died by anti-transgender violence.
- BE IT THEREFORE
RESOLVED:** That CBRM Mayor Cecil P. Clarke and Council proclaim Wednesday November 20th Transgender Day of Remembrance in the Cape Breton Regional Municipality.

Councillor Darren O’Quinn – District #11

December 10, 2024



RESOLUTION

Pancreatic Cancer Awareness Day

- WHEREAS:** Pancreatic cancer has the lowest survival rate of all major cancers with just 10 percent of those diagnosed surviving five years or longer; and
- WHEREAS:** In 2024, an estimated 7,100 people will be diagnosed with pancreatic cancer in Canada; and
- WHEREAS:** Pancreatic cancer is the third leading cause of cancer-related deaths in Canada. It is on track to become the second leading cause of cancer-related deaths by 2030; and
- WHEREAS:** Pancreatic cancer has taken too many lives, far too quickly. Action must be taken to improve the survival rate for the world's toughest cancer.
- WHEREAS:** The good health and well-being of the residents of Cape Breton Regional Municipality are enhanced as a direct result of increased awareness about the risks and symptoms of pancreatic cancer, and research into early detection, causes, and effective treatments; and
- WHEREAS:** November is National Pancreatic Cancer Awareness Month. Citizens were encouraged to help raise awareness about this silent killer by lighting-up landmarks, iconic buildings, homes and businesses in purple to illuminate the disease; and
- WHEREAS:** A Flag Raising Ceremony was held on Thursday, November 21st at 11:30 a.m. at CBRM City Hall to raise awareness about Pancreatic Cancer. Families and friends who have been affected by pancreatic cancer attended in honour of those we have lost; and to lend our strength to those who carry on the fight.
- BE IT THEREFORE RESOLVED:** That CBRM Mayor Cecil P. Clarke and Council proclaim November as National Pancreatic Cancer Awareness Month and November 21st, 2024, as Pancreatic Cancer Day in the Cape Breton Regional Municipality.

Councillor Glenn Paruch - District #6

December 10, 2024



PROCLAMATION

Christian Heritage Month

WHEREAS:

Christianity has been an influential force in shaping the values, traditions, and cultural practices of communities across the world and within our own municipality; and

WHEREAS:

The Christian heritage has played a vital role in promoting principles of compassion, charity, justice, and peace within our community, positively impacting people of all backgrounds and beliefs; and

WHEREAS:

This observance encourages reflection on the shared values of kindness, respect, and understanding, fostering a stronger, more unified community; and

WHEREAS:

The celebration of Christian Heritage Month provides an opportunity to reflect on the teachings of goodwill and kindness, which inspire inclusivity and understanding in our diverse community.

**BE IT THEREFORE
RESOLVED:**

That CBRM Mayor Cecil P. Clarke and Council proclaim the month of December as Christian Heritage Month in the Cape Breton Regional Municipality.

Councillor Steven MacNeil – District #8

December 10, 2024



PROCLAMATION

GivingTuesday

<u>WHEREAS:</u>	It is the mission of the United Way of Cape Breton to improve lives and build communities by engaging individuals and mobilizing collective action in Cape Breton; and
<u>WHEREAS:</u>	GivingTuesday is a “Global Day of Giving” taking place after Black Friday and Cyber Monday; and
<u>WHEREAS:</u>	GivingTuesday is a time to celebrate and encourage activities that support charities and non-profits; and
<u>WHEREAS:</u>	Whether it’s making a donation, volunteering time, helping a neighbour or spreading the word, GivingTuesday is a movement for everyone who wants to give something back; and
<u>WHEREAS:</u>	This year GivingTuesday takes place on Tuesday, December 3 rd and so far, there have been forty-three Mayoral Proclamations approved across Canada. United Way Cape Breton staff have been promoting GivingTuesday in various capacities for the last few years; and
<u>WHEREAS:</u>	United Way Cape Breton plans to celebrate Giving Tuesday by promoting charitable acts across the CBRM and asking folks to give a “Hand up” for those in need. If you are not sure where to give, United Way Cape Breton is accepting donations to support programs helping the most vulnerable of our neighbours and friends; and
<u>BE IT THEREFORE RESOLVED:</u>	That CBRM Mayor Cecil P. Clarke and Council proclaim December 3 rd , 2024, as GivingTuesday in the Cape Breton Regional Municipality.

Councillor Steve Gillespie – District #4

December 10, 2024



PROCLAMATION

International Day of Persons with Disabilities

- WHEREAS:** The International Day of Persons with Disabilities (IDPD) is observed annually on December 3rd, providing a global platform to acknowledge the achievements and contributions of persons with disabilities in our society; and
- WHEREAS:** This year's theme, "Amplifying the leadership of persons with disabilities for an inclusive and sustainable future," highlights the vital role of persons with disabilities in creating a more equitable and sustainable world, and emphasizes the importance of their full participation in decision-making processes that shape their lives; and
- WHEREAS:** The theme aligns with critical international initiatives such as the Pact for the Future, the upcoming 2025 World Summit for Social Development, and the 2030 Agenda for Sustainable Development, which aims to foster inclusivity, equity, and sustainable progress across all levels of society; and
- WHEREAS:** Persons with disabilities bring unique perspectives and expertise that are essential for driving forward innovation, inclusivity, and resilience within our communities; and
- WHEREAS:** The IDPD 2024 will be commemorated with a series of events around the world. The main event will be held at the United Nations Headquarters in New York. This event will bring together persons with disabilities, government representatives, and civil society organizations. It is an important opportunity to celebrate the contributions of persons with disabilities. It is also a time to reflect on the challenges that persons with disabilities face.

BE IT THEREFORE
RESOLVED:

That CBRM Mayor Cecil P. Clarke and Council proclaim
December 3, 2024, as International Day of Persons with
Disabilities in the Cape Breton Regional Municipality.

Councillor Eldon MacDonald - District #5

December 10, 2024



PROCLAMATION

James Delorey Day

- WHEREAS:** On the afternoon of December 5th, 2009, seven-year-old James Delorey wandered and became lost in the wilderness behind his family's home in South Bar; and
- WHEREAS:** James lived with autism and was non-verbal, but you could always hear him giggling when he was near; and
- WHEREAS:** Throughout the two days and nights that included the first blizzard of the season, young James and his loyal dog Chance survived while a massive search was underway receiving unwavering support from the entire community; and
- WHEREAS:** On December 7th, Chance returned home, leaving behind a trail of paw prints in the snow. Shortly after, searchers located James just over 1 kilometer from his home, he was curled up under a tree with an obvious impression in snow where Chance laid beside him; and
- WHEREAS:** While the community hoped and prayed for James' recovery, tragically, he peacefully passed away; and
- WHEREAS:** Young James will continue to live forever in the hearts of his family and of those within our community; and

.../2

James Delorey Day (Cont'd)

WHEREAS:

Since 2010, in James' honour with collaboration and support from his family, fundraising efforts have been coordinated under the guidance and support of Nick Burke and Andrew Petrie, and have raised almost \$20,000 in donations and which have gone to support the Autism Society of Cape Breton, Cape Breton Search and Rescue for both Project Lifesaver and their Building Fund, Cape Breton Branch of the SPCA, Cape Breton Regional Hospital Cancer Patient Care Fund and Whitney Pier Youth Club. Beginning in 2011, the first Saturday of December, has been dedicated as the "James Delorey Annual Fundraising Day" in his honour while supporting one of our local charities.

**BE IT THEREFORE
RESOLVED:**

That CBRM Mayor Cecil P. Clarke and Council proclaim December 7th, 2024, as James Delorey Day in the Cape Breton Regional Municipality.

Councillor Kim Sheppard-Campbell – CBRM District #12

December 10th, 2024



TO: Mayor Clarke and CBRM Council

FROM: Peter Vandermeulen, Planner, Planning and Development

DATE: December 3, 2024

SUBJECT: Case 1096: Development Agreement for 166 Lingan Road, Whitney Pier

ORIGIN

Application by property owner, Empire Concrete (Hamilton) Incorporated.

BACKGROUND

Vivienne Camilli of Empire Concrete (Hamilton) Inc. has requested that Cape Breton Regional Municipality (CBRM) Council consider an amendment to the development agreement in effect at 166 Lingan Road, Whitney Pier. Policy A-13, under Section 11.3.8 of the CBRM Municipal Planning Strategy (MPS), allows Council to retain and expand, by amendment, a select list of development agreements adopted prior to the coming into effect of the MPS (Attachment A). Specifically, the applicant has requested the following uses be added to the existing list of permitted uses:

- Electrical & Heating & Air Conditioning;
- Insulation;
- General Contracting (Construction);
- Auto Body, Paint & Interior Repairs & Maintenance; and
- Storage & Transportation.

A copy of the applicants complete request can be found in Attachment B. The applicant has also requested an increase to the total number of wall signs permitted, from one to two signs. As proposed, an existing wall sign will remain facing Henry Street and a new proposed wall sign may be installed on building facing Mt. Pleasant Street to fill an existing frame (Attachment C).

The subject site contains three parcels of land fronting onto Lingan Road between, Mt Pleasant Street, and Henry Street. A map of the site is provided as Map 1. The site contains one main building that splits across PID 15141658 and PID 15141666. A chain link outdoor compound is

located on PID 15141872. The property is predominantly surrounded by low-density residential dwellings.

There are two development agreements in effect for these properties, the first has been in place since 1985. The original development agreement was entered into by Scotsburn Cooperative Services Limited and the City of Sydney (Attachment D). This development agreement provides 12 provisions that govern development and activity on the site. Most notably, the development agreement outlines the permitted uses of the property and requires that before any person reoccupies any of the buildings, they shall enter into a further development agreement.

In 1995, a subsequent development agreement was entered into by Mr. Martin K. McPhee and the CBRM to reoccupy the site with the development of a Machining and Automotive Repair Shop (Attachment E). This development agreement contains provisions respecting the operation of the Machining and Automotive Repair Shop. Since 1995, no further development agreements have been entered into to reoccupy the site. This development agreement outlines the development and operation of the business, including provisions related to parking and loading, outdoor storage, and expansion of the use.

Empire Concrete (Hamilton) Inc. has owned the property since 2010, now they have requested an amendment to the development agreement to expand upon the list of current permitted uses as well as to reoccupy the site. A copy of the proposed draft development agreement is provided as Attachment F. They have also requested a second advertising wall sign be permitted.

DISCUSSION

Policy A-13 of the MPS states that Council shall continue to retain a select list of development agreements within the Land Use By-law (LUB), any expansion to these existing agreements shall be permitted by amendment to the said development agreement. Section 227 of the *Municipal Government Act* (MGA) provides Council direction of what the terms of a development agreement can contain. This includes but isn't limited to matters a LUB can contain, maintenance of the development, hours of operation, and subdivision of the land.

Though Policy A-13 does not provide specific criteria for Council to consider when amending the retained list of development agreements, Staff believes the uses proposed by Empire Concrete (Hamilton) Inc. would be comparatively innocuous to the uses permitted by the existing development agreements. However, given that the area surrounding the site is Medium Density Urban Residential Zone which is made up of predominantly single unit dwellings, it would be reasonable for uses that could generate nuisance to have more stringent provisions attached as in the existing development agreements.

The requested amendment to the permitted signage can also be evaluated similarly. Where the existing development agreements limit the signage on site to a single wall sign, the request for a second wall sign would not exceed the LUB provisions for maximum area of wall signs for Other

Commercial Zones. The LUB does limit signage in Residential Zones more heavily than Commercial Zones. Where the zone surrounding the subject lands does bear more strict provisions, it is reasonable to limit the amount of signage on these lands also.

The inclusion of a provision to require a new development agreement each time the site is reoccupied is not common and provides a barrier to the use of the properties. For this reason, it is reasonable for this amendment to take the form of a repeal and replace of the existing documents. The intent is to expand upon the provisions of the existing agreements to allow for the requested uses to be established, while also aligning with current zone standards, and modernizing language and outdated references. A copy of the draft development agreement can be found in Attachment C.

To promote consistency across the proposed development agreement and the current Land Use By-law, repealing and replacing the existing development agreements will allow for the outdated and no longer applicable language and references contained within to be modernized. Further to this notion, the uses requested by the applicant have been translated to better align with uses defined in the LUB.

In addition to repealing and replacing the development agreements, Council needs to consider amending the text of the LUB. If the development agreement is replaced to include new uses, the property information for the existing development agreement found in Subsection 2.9 of the LUB should be updated. Please find attached a copy of the proposed amending by-law in Attachment G.

Next Steps

The adoption process for a development agreement is similar to a zone amendment. If Council wants to entertain the applicant's request to amend their development agreements, then Council must schedule a Public Hearing in accordance with the MGA [S230 of the MGA]. In addition, a Public Hearing should be scheduled for the necessary amendments to the LUB.

If Council agrees to proceed with scheduling a public hearing, notices will be placed in the Cape Breton Post in accordance with requirements of the MGA. In addition, notice will be posted to the CBRM Facebook page.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities, and obligations imposed under or incurred to satisfy the terms of the proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2024-2025 budget for Planning and Development.

RECOMMENDATION

It is recommended that CBRM Council:

1. Direct staff to schedule a public hearing to consider the proposed development agreement as set out in Attachment F; and
2. Give first reading to consider proposed amendments to the CBRM Land Use By-law, as set out in Attachment G of this report, and schedule a public hearing.

Submitted by:

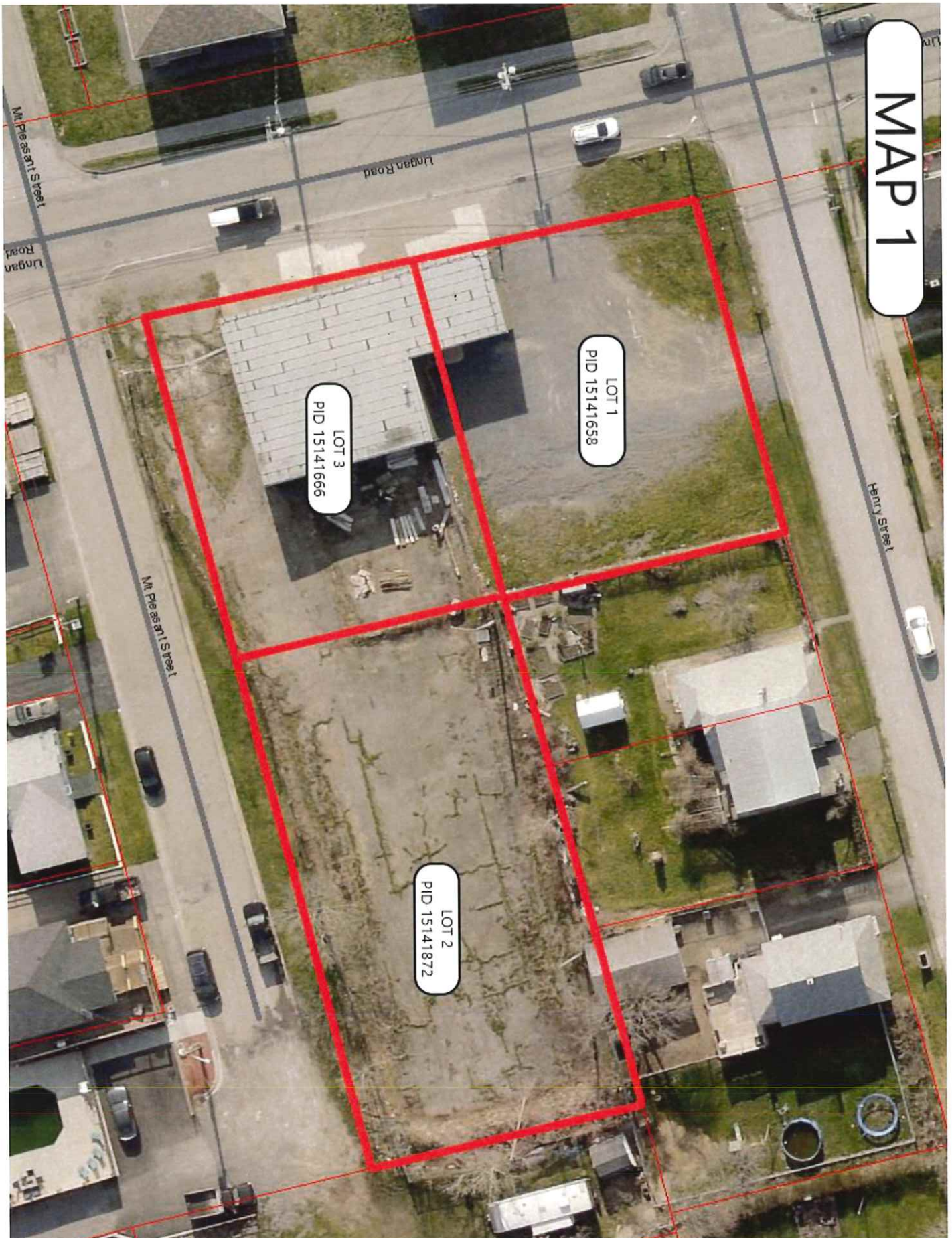
**Peter Vandermeulen
Planning and Development Department**

ATTACHMENTS

Map 1:	Location Map
Attachment A:	MPS Policy A-13
Attachment B:	Statement from Empire Concrete (Hamilton) Inc.
Attachment C:	Photos of Existing Wall Signs
Attachment D:	Existing Development Agreement (1985)
Attachment E:	Existing Development Agreement (1995)
Attachment F:	Proposed Development Agreement
Attachment G:	Proposed Amendments to the CBRM Land Use By-law

Report Prepared by: Peter Vandermeulen, Planner, Planning and Development

MAP 1



- b) The location and floor plate of certain non-residential uses within established residential neighbourhoods;
- c) The form and design of buildings and properties to maintain public access to the Sydney Waterfront.

A-12 Council shall, through the Land Use By-law, establish site plan approval application requirements.

11.3.8. Development Agreements

Development Agreements are another tool that provide municipalities a greater level of control over approving and managing development proposals. These are legal agreements between Council and the property owner and are registered against the title of property.

A-13 Council shall continue to retain a select list of development agreements adopted prior to the coming into effect of this Municipal Planning Strategy. They are to be listed in the Land Use By-law. Any expansion of the permitted use shall be permitted by amendment to the development agreement.

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:

ATTACHMENT B

From: [REDACTED]
To: [REDACTED]
Subject: Amendment 166 Ligan Rd
Date: November 20, 2024 3:11:17 PM

Here are the changes
Electrical & Heating & Air Conditioning
Insulation
General Contracting (Construction)
Auto Body, Paint & Interior Repairs & Maintenance
Storage & Transportation
Increase Advertising Facial Wall sign from one to two Advertising Wall Signs.

ThankYou
[REDACTED]

ATTACHMENT C

Existing Sign Frame #1



Existing Sign Frame #2



ATTACHMENT D

Page 270 Doc. # 9891

THIS AGREEMENT made and entered into this 3rd day of September
A.D., 1985.

SCOTSBURN COOPERATIVE SERVICES LIMITED

Of the One Part

- AND -

THE CITY OF SYDNEY, a body corporate,
and politic, hereinafter called the
"City"

Of the Other Part

WHEREAS the Owners represent that they are the
registered owners of land and premises, which property is
more particularly described in Schedule "A" hereto.

AND WHEREAS the City has a provision in the
Municipal Planning Strategy which provides for Development
Agreements under Section 38(2)(p) and Section 55(1) of the
Planning Act of Nova Scotia, Chapter 9, R.S.N.S.(1983) and
under Section 7.2.3., Policies 7, 9, and 10, for
non-conforming uses which predate the Land Use By-Law.

AND WHEREAS the City has permitted Scotsburn
Cooperative Services Limited to use the property described
in Schedule "A" for one or more of the uses outlined in
Section 2 of this Agreement.

NOW THEREFORE THIS INDENTURE WITNESSETH that in
consideration of the sum of One Dollar (\$1.00) paid by
Scotsburn Cooperative Services Limited to the City, the
receipt whereof is hereby acknowledged, covenant and agree
with the City as follows:

1. To maintain the building located on the
property described in the attached Schedule
"A" in accordance with the provisions of
this Agreement.
2. To allow the property described in Schedule
"A" to be used for any of the following uses:
offices
a printing business
dry cleaning establishment
indoor recreation uses
wholesale or retail distribution
light manufacturing or processing uses
automotive maintenance and repair uses.

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3. To keep the existing building as shown on Schedule "A" and any rebuilding of the existing building:
 - a) No closer to the western boundaries of Lot 1 and the lot marked "Lands of Modern City Dairy Limited 720/220" than twenty (20) feet;
 - b) No closer to the northern boundary of Lot 1 than the northern boundary;
 - c) No closer to the eastern boundary of Lot 1 and 5 than the eastern boundary;
 - d) No closer to the southern boundary of Lot 5 than twenty (20) feet;
 - e) No closer to the boundaries of Lots 2,3, or 4 than twenty (20) feet.
4. Further to Provision 3, to meet the daylighting triangle requirements at twenty (20) feet from the corner of any of the corner lots shown on Schedule "A"
5. In the event of the rebuilding of the existing building to limit the total coverage of the new building on the ground floor to 50% of the area of the lots on which the building is located.
6. All advertisements and signs shall conform to Part 7 of the City's Land Use Bylaw.
7. To allow no outdoor storage on the property for goods, refuse, or any other material except for fully enclosed containers for refuse which must be screened from the view of neighbours by appropriate landscaping or opaque fencing or similar visual screens.
8. Before any person reoccupies any of the buildings on the lands described in Schedule "A" to enter into a further agreement as provided for under Section 66(3) of the Planning Act, which shall include the specific conditions covering traffic ingress and egress to the site, on-site parking, loading and delivery, advertising signs, noise, hours of operation, sewage effluent, outdoor storage and solid waste disposal and storage.
9. Upon the breach by Scotsburn Cooperative Services Limited of any of the terms or conditions of this Agreement, the City shall be entitled to specific performance by way of injunction or otherwise.

272
10.

That this Agreement shall be filed at the Registry of Deeds Office in the County of Cape Breton and shall form a charge or encumbrance upon the said property as described in Schedule "A".

11.

If any provisions of this Agreement shall be found to be or deemed illegal, invalid or unenforceable, the remainder of the Agreement shall ^{not} be affected thereby.

The covenants, agreements, conditions and understandings herein contained on the part of the owners and/or Scotsburn Cooperative Services Limited shall run with the land and shall be binding upon them and their heirs, assigns, mortgages, lessees, and occupiers of the said land from time to time and shall be and form a charge upon the said land.

THIS AGREEMENT and everything herein contained shall enure to the benefit and be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Indenture to be duly executed the day and year first above written.

SIGNED, SEALED and DELIVERED
IN THE PRESENCE OF:

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

James McConnel
President

[Redacted Signature]

Marinus Van de Sande
Secretary (s)

[Redacted Signature]

Mayor

[Redacted Signature]

City Clerk

SCHEDULE "A"

213

ALL THAT CERTAIN lot, piece or parcel of land in the City of Sydney, in the County of Cape Breton, and more particularly bounded and described as follows:

BEGINNING at a point on the northern side of Mount Pleasant Street, said point being distant westerly 113.5 feet from the northwest corner of Mount Pleasant Street and Lingan Road;

THENCE at right angles in a northerly direction 80 feet, more or less, to the southern boundary of H.F. Muggah property, so-called;

THENCE in a westerly direction along the said H.F. Muggah property, 50 feet;

THENCE in a southerly direction 80 feet, more or less, to the northern side line of Mount Pleasant Street;

THENCE in an easterly direction along the northern side line of Mount Pleasant Street 50 feet to the place of beginning; and

BEING Lot LL 37, shown on the Assessor's Plan of the City of Sydney.

Registry Reference: 614/785

ALL THAT CERTAIN lot, piece or parcel of land, lying and being in Ward Five of the City of Sydney, known as Lots numbered 23, 24 and 25 on plan of portion of lands of H.F. Muggah's property, made by M.G. Hennigar, C.E., and dated August 1902, on file at the Registrar of Deeds Office in the City of Sydney, N.S.;

BEGINNING at a point on the western side of Lingan Road at the intersection of the southern side line of Henry Street with the western side line of Lingan Road;

THENCE westerly along the southern side of Henry Street a distance of one hundred and thirty-six feet nine inches to the eastern boundary of Lot No. 22;

THENCE southwardly along the eastern side line of Lot No. 22 a distance of eighty-five feet to the northern boundary of lots in Block "I";

THENCE easterly along said northern boundary parallel with Henry Street a distance of one hundred and thirty-one feet eight inches to Lingan Road;

THENCE northerly along the western side line of Lingan Road a distance of eighty-four feet, more or less, to the place of beginning.

274

ALSO ALL THAT lot, piece or parcel of land situate, lying and being at Sydney, in the County of Cape Breton, and more particularly bounded and described as follows:

BEGINNING at the southeast corner of Lingan Road and Henry Street;

THENCE along the south side of Henry Street one hundred feet (100');

THENCE in a southerly direction and parallel with Lingan Road eighty-five (85') feet;

THENCE in a westerly direction and parallel with Henry Street one hundred feet (100') to the east side of Lingan Road;

THENCE in a northerly direction along Lingan Road to the place of beginning.

Registry References: 357/190; 694/65

ALSO ALL THOSE certain lots, pieces or parcels of land situate, lying and being in the City of Sydney, in the County of Cape Breton, Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a point on the north side of Mt. Pleasant Street distant one hundred and three feet easterly from the intersection of the northern side of Mt. Pleasant Street with the eastern side of Lingan Road;

THENCE easterly along the northern side of Mt. Pleasant Street one hundred and fifty-four point five feet;

THENCE at right angles northerly eighty feet, more or less, to the southern boundary of lands formerly owned by Henry F. Muggah;

THENCE westerly along the southern boundary of land formerly owned by Henry F. Muggah one hundred and fifty-four point five feet;

THENCE southerly parallel with the first herein described side line eighty feet, more or less, to the northern side of said Mt. Pleasant Street the point of beginning.

Being the same property purchased by the City of Sydney at Tax Sale March 1, 1937, in proceedings against the estate of Margaret Muggah.

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BEGINNING at the intersection of the east side of
Lingan Road and the northern side of Mt.
Pleasant Street;

THENCE in a northerly direction along the eastern
side line of Lingan Road eighty feet more or
less to the southern boundary of the H.F.
Muggah property, so called;

THENCE in an easterly direction along the said
Muggah's boundary one hundred and three feet;

THENCE in a southerly direction and parallel to
Lingan Road eighty feet more or less to the
northern side line of Mt. Pleasant Street;

THENCE in a westerly direction along said Mt. Pleasant
Street one hundred and three feet to the place
of beginning.

being the same property conveyed by Louis Simon to Joseph
Siller by Deed dated the 24th January, A.D., 1947.

Registry Reference: 479/8

BEGINNING at the north west corner of Lingan Road and
Mount Pleasant Street;

THENCE in a westerly direction along Mount Pleasant
Street 101.5 feet;

THENCE at right angles in a northerly direction 80
feet, more or less, to the southern boundary
of the H.F. Muggah Property, so-called;

THENCE in an easterly direction along the said
Muggah's southern boundary 105.5 feet, more
or less, to the west side line of Lingan
Road;


THENCE in a southerly direction along Lingan Road
80 feet, more or less, to the place of
beginning.

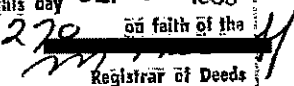
The above described lot being #132 and #133 shown on Plan of
the Estate of Captain James Muggah dated April 1903, made
by M.G. Hennigar, C.E. Lots LL 42, 43

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PROVINCE OF NOVA SCOTIA
COUNTY OF CAPE BRETON

I CERTIFY that on this 3rd day of
September, A.D., 1985, Manning MacDonald, Mayor, City of
Sydney, and Paul J. Roach, City Clerk, City of Sydney,
two of the parties in the foregoing and annexed Indenture,
signed and executed the said Indenture in my presence and
I have signed as a witness to such execution.


A Barrister of the Supreme
Court of Nova Scotia

Province of Nova Scotia Cape Breton S.S.	Office of Registry of Deeds Sydney
I certify that the within Instrument was registered in this office <u>10 SEP 6</u> this day <u>SEP 6</u> 1985	
In Book <u>1434</u> pages <u>270</u>	on faith of the
foregoing certificate.	 Registrar of Deeds

ATTACHMENT E

000838

Doc # 13909

THIS INDENTURE made and entered into this 16th day of December A.D., 1995

BETWEEN: Mr. Martin K. MacPhee, doing business under the firm name and style of MacPhee's Welding & Machine Shop Services, of the Cape Breton Regional Municipality, in the County of Cape Breton, Province of Nova Scotia

hereinafter referred to as the "Owner(s)"

Of The One Part

AND

THE CAPE BRETON REGIONAL MUNICIPALITY as successors to the former City of Sydney

hereinafter called the "Municipality"

Of The Other Part

WHEREAS Scotsburn Cooperative Services Limited and the City did enter into a development agreement on the 3rd day of September A.D., 1985;

AND WHEREAS Clause 8 of the development agreement provided that "before any person reoccupies any of the buildings on land described in Schedule "A" to enter into a further agreement as provided for under Section 66(3) [amended to Section 73(3) R.S.N.S. 1989] of the Planning Act, which shall include specific conditions covering traffic ingress and egress to the site, on-site parking, loading and delivery, advertising signs, noise, hours of operation, sewage effluent, outdoor storage and solid waste disposal and storage";

AND WHEREAS Mr. MacPhee is a "person" within the meaning of Clause 8 aforesaid, he purchasing the former lands and premises of Scotsburn Cooperative Services Limited, and agrees to enter into this supplementary development agreement of the lands and premises which are described in Schedules "A";

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) paid by the Owner(s) to the Municipality, receipt of which is hereby acknowledge, the Owner(s) for and on behalf of themselves, their heirs, executors, administrators, successors, and assigns covenant and agree with the Municipality as follows:

1. To prohibit the parking of all vehicles immediately in front of the existing building located along Lingan Road.
2. To permit the establishment of a access driveway leading into a parking area, to be located along the northern side of the existing building on Lot #1. The driveway shall have a minimum width of no more than 3 metres (9.84 feet) and a maximum width of no more than 6 metres (19.68 feet), and shall be established within 1 metre (3.28 feet) of the building, as shown on the attached map marked Schedule "B".
3. To permit the continuation of the existing driveway leading into the rear compound area.
4. To construct and maintain six (6) parking spaces in the configuration shown on the attached Schedule "B" to the following specifications:
 - a. each parallel parking space shall measure at least 2.4 metres by 6 metres (7.87 ft. x 19.69 ft.) except for one (1) parking space for the handicapped which shall measure at least 3 metres by 6 metres (9.84 ft. x 19.69 ft.), exclusive of driveways or aisles;

- b. the limits of the parking area shall be defined by a curb of concrete or rolled asphalt, designed to provide a neat appearance and safe ingress and egress;
 - c. the limits of the parking area shall not be any closer than 1 metre (3.28 ft.) from the eastern lot line of Lot #1;
 - d. the designated parking area shall be maintained with a stable surface that is treated to prevent the raising of dust or loose particles.
5. To permit the loading and delivery of general supplies, materials, and equipment through any one of the existing three bay doors located within the front portion of the building on Lot # 3, provided that such activity is conducted within the internal portion of the building without blocking traffic along Ligan Road.
 6. To permit the construction of only one (1) advertising facial wall sign with a maximum sign area of 2.97 square metres (32 sq. ft.).
 7. All activities associated with the welding and machine shop service shall be conducted behind closed doors within the confines of the interior portion of the existing building, specifically intended to reduce noise levels.
 8. To operate the business during normal business hours Monday to Friday between the hours of 8:00 a.m. to 5:00 p.m., and Saturday from 8:00 a.m. to 1:00 p.m., except for the occasional after hour work or emergency service which shall not extend beyond 8:00 p.m.
 9. To maintain the existing oil separator system within the external portion of the building in proper working order.
 10. To prohibit the outdoor storage of derelict vehicles, parts, equipment, or refuse matter except within one (1) fully enclosed container which shall be located to the rear of the existing building on Lot # 3, and in accordance with the contents of Clause 7 of the original development agreement. Vehicles or commercial equipment waiting for parts or repair may be stored on a temporary basis only in the compound area to the rear of the existing building on Lot # 3.
 11. The original development agreement shall survive the execution of this documentation to such force and extent as may be allowable in law. Nothing in this Agreement shall make void or voidable any provision of the original development agreement aforesaid.
 12. Upon the breach by the Owner(s) of any of the terms or conditions of this Agreement, the Municipality shall be entitled to specific performance by way of remedial Court Order or after fifteen (15) days notice in writing to the Owner(s), at its option enter on the lands described in Schedule "A" and "B", and perform any and all covenants or conditions herein contained. Should the Municipality not choose to exercise its option to remedy, this Agreement may be terminated by the Municipality upon written notice to the Owner(s) or their successors-in-title, at which time all licenses or permissions hereby granted by the Municipality to the Owner(s) shall absolutely cease to exist. The costs of all and/or necessary legal action, of whatsoever nature incurred by the Municipality in enforcing compliance of this Agreement shall be the sole responsibility of the Owner(s).
 13. That all reasonable expenses incurred by the Municipality or its successors, or agents, or employees, whether arising out of the entry of the said lands or from the performance of the covenants may be recovered from the Owner(s), his/her successors, or agents, or employees by direct suit and shall become a charge upon the land.
 14. That this Agreement shall be registered in the Registry of Deeds Office in the County of Cape Breton and shall form a charge or encumbrance upon the said property as described in Schedule "A" and "B".

15. If any provisions of this Agreement shall be found to be or deemed illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected thereby.

The covenants, agreement, conditions and understandings herein contained on the part of the Owner(s) shall run with the land and shall be binding upon them, their heirs, executors, administrators, successors, assigns, mortgagees, lessees, and occupiers of the said land from time to time and shall be and form a charge and/or restrictive covenant upon the said land.

THIS AGREEMENT and everything contained herein shall enure to the benefit and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. The parties hereto declare that the term "owner(s)" used in this agreement shall be construed to include the plural as well as the singular and the masculine feminine or neuter genders where the context so requires.

IN WITNESS WHEREOF the parties hereto have caused this Indenture to be duly executed the day and year first above written.

SIGNED, SEALED and DELIVERED
IN THE PRESENCE OF:

WITNESS TO OWNER

) _____
) OWNER
) _____
) OWNER

WITNESS TO MUNICIPALITY

) CAPE BRETON REGIONAL
) MUNICIPALITY
) _____
) per _____ MAYOR
) _____
) per _____ MUNICIPAL CLERK

AFFIDAVIT

Province of Nova Scotia
 County of Cape Breton
 Cape Breton Regional Municipality S..

On this 6th day of December, A.D. 1995, before me, the subscriber, personally came and appeared [REDACTED], a subscribing Witness to the foregoing Indenture, and after having been duly sworn by me, made oath and said that [REDACTED] signed and sealed the foregoing Indenture in his/her presence on the day and the year first above written.

[REDACTED]
 Commissioner of the Supreme
 Court of Nova Scotia

ROBIN B. CAMPBELL, Q.C.
 A BARRISTER OF THE SUPREME
 COURT OF NOVA SCOTIA

AFFIDAVIT

Province of Nova Scotia
 County of Cape Breton
 Cape Breton Regional Municipality S..

On this 1st day of December, A.D. 1995, before me, the subscriber, personally came and appeared [REDACTED], a subscribing Witness to the foregoing Indenture, who having been duly sworn, made oath and said that he/she was present and did see the Corporate Seal of the Cape Breton Regional Municipality duly affixed thereto by the hand of Bernard White, Municipal Clerk of the Cape Breton Regional Municipality and that the said Indenture was duly signed and authenticated in his/her presence for and on behalf of the Cape Breton Regional Municipality by John Coady and Bernard White, Mayor and Clerk respectively of said Municipality and the same was also duly delivered in his/her presence.

[REDACTED]
 Commissioner of the Supreme
 Court of Nova Scotia

ROBIN B. CAMPBELL, Q.C.
 A BARRISTER OF THE SUPREME
 COURT OF NOVA SCOTIA

ALL that certain lot, piece or parcel of land situate lying and being at Sydney, in the County of Cape Breton and more particularly bounded and described as follows:

BEGINNING at the southeast corner of Lingan Road and Henry Street;

THENCE along the south side of Henry Street one hundred feet (100');

THENCE in a southerly direction and parallel with Lingan Road eighty-five feet (85');

THENCE in a westerly direction and parallel with Henry Street one hundred feet (100') to the east side of Lingan Road;

THENCE in a northerly direction along Lingan Road to the place of beginning.

REGISTRY REFERENCES: 357/190; 694/65

AND ALSO

ALL that certain lot, piece or parcel of land situate lying and being in the City of Sydney, aforesaid, more particularly bounded and described as follows:

BEGINNING at a point on the north side of Mt. Pleasant Street distant one hundred and three feet easterly from the intersection of the northern side of Mt. Pleasant Street with the eastern side of Lingan Road;

THENCE easterly along the northern side of said Mt. Pleasant Street one hundred and fifty-four point five feet;

THENCE at right angles northerly eighty feet, more or less, to the southern boundary of lands formerly owned by Henry F. Muggah;

THENCE westerly along the southern boundary of land formerly owned by Henry F. Muggah one hundred and fifty-four point five feet;

THENCE Southerly parallel with the first herein described side line eighty feet, more or less, to the northern side of said Mt. Pleasant Street and the point of beginning.

AND ALSO:

ALL that certain lot, piece or parcel of land situate lying and being in the City of Sydney, aforesaid, more particularly bounded and described as follows:

BEGINNING at the intersection of the east side of Lingan Road and the northern side of Mt. Pleasant St;

THENCE in a northerly direction along the eastern side line of Lingan Road eighty feet more or less to the southern boundary of the H.F. Muggah property, so called;

THENCE in an easterly direction along the said Muggah boundary one hundred and three feet;

.../2

THENCE in a southerly direction and parallel to
Lingan Road eighty feet more or less to the northern
side line of Mt. Pleasant Street;

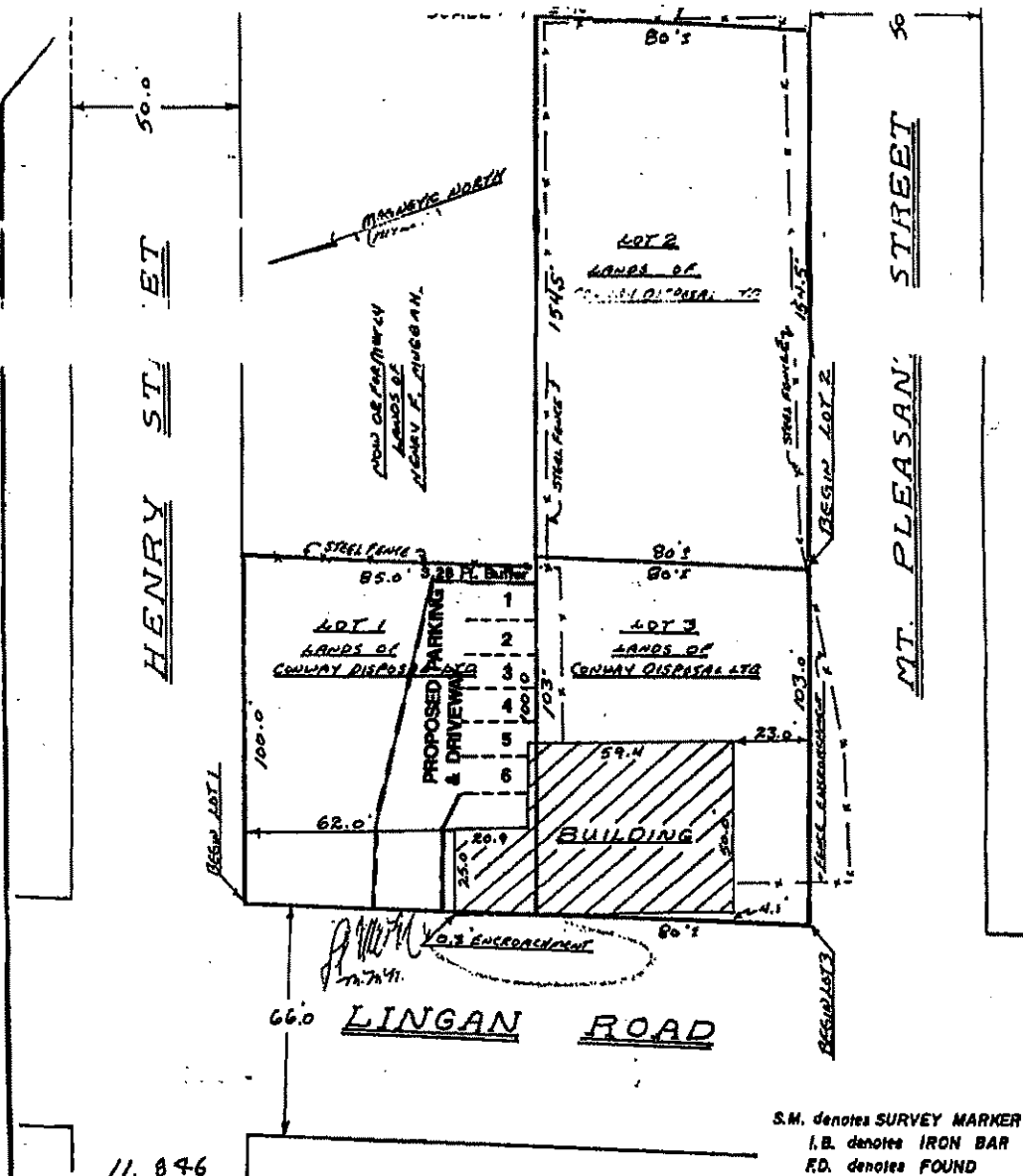
THENCE in a westerly direction along said Mt.
Pleasant Street one hundred and three feet to the
place of beginning.

REGISTRY REFERENCE: 479/8.

THE ABOVE LOTS OF LAND BEING AND INTENDED TO BE A
portion of the lands conveyed from The City of
Sydney to Tiogas Realty Limited, by Deed dated the
3rd day of October, 1972 and recorded at the
Registry of Deeds Office at Sydney in Book 911 at
Page 724.

000844 (encroachment)

(ENCROACHMENT)



11,846

S.M. denotes SURVEY MARKER
I.B. denotes IRON BAR
F.D. denotes FOUND

SCHEDULE "B"

SURVEYORS CERTIFICATE

I, [REDACTED], N.S.L.S. HEREBY CERTIFY THAT THE BUILDING AS SHOWN ON THE ABOVE PLAN, DOES NOT LIE COMPLETELY WITHIN THE BOUNDS OF THE LOTS AS DESCRIBED IN APPENDIX-A HERETO ATTACHED, AND I FURTHER CERTIFY THE ABOVE LOT TO HAVE AN ENCROACHMENT AS OUTLINED IN RED ABOVE.

THE ABOVE LANDS BEING SITUATE AT 166 LANGAN ROAD, SYDNEY

C.B. CO. 100A SCOTIA

DATED MARCH 23RD 1995

NOTE

TIES SHOWN ARE TO APPROXIMATE BOUNDARY
LOT NOT STAKED UNLESS OTHERWISE STATED
NOT INTENDED FOR REGISTRATION IN REGISTRY OF DEEDS.

[REDACTED] N.S.L.S.
JOHN S. POPE & ASSOCIATES LIMITED

Province of Nova Scotia
County of Cape Breton

I hereby certify that the within instrument
was recorded in the Registry of Deeds Office
at Sydney in the County of Cape Breton, N.S.
at 2:41 o'clock P. M., on the 14th
day of Dec A.D., 1895 in
Book No. 1931 at pages 838-845
as Document Number 17909

Registrar of Deeds for the Registration
District of Cape Breton County

2:41 Dec 14/95

13909

THIS DEVELOPMENT AGREEMENT

Made and entered into this _____ day of _____, 20__.

BETWEEN:

Mrs. Vivienne Camilli, representative of Empire Concrete (HAMILTON) Inc.

hereinafter referred to as the "Owner(s)"

OF THE ONE PART

AND

THE CAPE BRETON REGIONAL MUNICIPALITY

hereinafter referred to as the "Municipality"

OF THE ONE PART

WHEREAS the 1985 agreement between Scotsburn Cooperative Services Limited and the City of Sydney and the 1995 agreement between Mr. Martin K MacPhee and the Cape Breton Regional Municipality have now been repealed and replaced by this document; to carry forward the intent of the provisions contained within said documents while updating language and contents to reflect the standards of the Cape Breton Regional Municipal (CBRM) Land Use By-law (2023).

AND WHEREAS the Municipality, by this Development Agreement, permits the Owner to establish and operate a commercial building on the lands identified as PIDs 15141658, 15141872, and 15141666, which lands are shown on Schedule "A", subject to the terms and conditions herein contained;

AND WHEREA AND WHEREAS the Owner covenants that it is the Registered Owner of the lands and premises outlined in Schedule "A", attached hereto and more particularly described in a deed to the owners dated the 26th day of July A.D., 2010, and registered in the Land Registration Office at Sydney, Nova Scotia, on the 30th day of July A.D., 2010, as Document Number 96481412.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of \$1.00 (One Dollar) paid by the Owner to the Municipality, receipt of which is hereby acknowledged, the Owner for and on behalf of themselves, their heirs, executors, administrators, successors, and assigns covenant and agree with the Municipality as follows:

1. To maintain the properties identified hereinafter described as "the lands and premises" in accordance with the provisions of this Development Agreement.
2. To allow for the lands described in Schedule "A" to be used for any of the following uses as defined by the CBRM Land Use By-law:
 - a. Business Office;
 - b. Clothes Cleaning Business;
 - c. Indoor Recreation Uses;
 - d. Distribution Facility;

- e. Warehouse;
 - f. Manufacturing;
 - g. Motor Vehicle Repair Uses;
 - h. General Contracting;
 - i. Storage; and
 - j. Retail.
3. In addition to the uses permitted under provision 2, to allow for the uses of the surrounding zone as outlined in the Land Use By-law.
 4. To keep the existing building shown in Schedule "A" and any rebuilding of the existing building;
 - a. No closer than 3m to any abutting a Residential Zone
 - b. No closer than 1.25m to any other zone
 5. Further to provision 4, development must meet a 20-foot daylighting triangle requirement from the corner of any corner lots shown in Schedule "A".
 6. In the event of rebuilding of the current structures, the total lot coverage of the ground floor shall not exceed 50% of the lands the building is located on.
 7. To prohibit the parking of all vehicles immediately in front of the existing building located along Langan Road, excepting any vehicles temporarily parked for the purposes of loading and delivery through the 3 bay doors. No vehicles shall interfere with traffic along Langan Road.
 8. To permit parking of vehicles solely within the boundaries of Lot 1 shown in Schedule "A". All on-site parking areas must be developed and maintained in accordance with the standards outlined in the CBRM Land Use By-law.
 9. To maintain existing driveways, any new driveways must be installed in accordance with the provisions of the Land Use By-law.
 10. To permit a maximum of two (2) existing wall signs, all signs to be in accordance with Land Use By-law for Commercial Use. Change of copy of these signs is permitted in accordance with the Land Use By-law.
 11. To allow for no outdoor storage on the lands for goods, refuse, or any other material except for fully enclosed containers for refuse which must be screened from view of neighbors by appropriate landscaping or opaque fencing or similar visual screens.
 12. To prohibit the outdoor storage of derelict vehicles, parts, equipment, or refuse matter except within one (1) fully enclosed container which shall be located to the rear of the existing building on Lot #3, and in accordance with the contents of Clause 7 of the original Development Agreement. Vehicles or commercial equipment waiting for parts or repair may be stored on a temporary basis only in the compound area to the rear of the existing building on Lot # 3 as shown on Schedule "A".

DRAFT

13. All activities associated with a use that may generate noise shall be conducted behind closed doors within the confines of the interior portion of the building specific intended to reduce noise levels.
14. To operate the business during normal business hours, Monday to Friday between the hours of 8:00 am to 5:00 pm, and Saturday from 8:00 am to 1:00 pm, except for the occasional after-work hour work/emergency service which shall not extend beyond 8:00 pm. Shall only apply to the following uses:
 - a. Distribution Facility;
 - b. Warehouse;
 - c. Manufacturing;
 - d. Motor Vehicle Repair Uses; and
 - e. General Contracting.
15. Upon breach by the Property Owner of any of the terms or conditions of this agreement the Municipality shall be entitled to specific performance by way of injunction or otherwise.
16. That this agreement shall be filed at the LRO in the CBRM and shall encumbrance upon the property described in Schedule "A".

The covenants, agreement, conditions and understandings herein contained on the part of Owner(s) shall run with the land and shall be binding upon them, their heirs, executors, administrators, successors, assigns, mortgages, lessees, and occupiers of said land from time to time and shall be from a charge and/or restrictive covenant upon said land.

THIS DEVELOPMENT AGREEMENT and everything contained herein shall enure to the benefit and the binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns. The parties hereto declare that the term "owner(s)" used in this agreement shall be constructed to include the plural as well as the singular and the masculine, feminine or neuter genders where the context so requires.

DRAFT

IN WITNESS WHEREOF the parties hereto have caused this Indenture to be duly executed the day and year first above written.

SIGNED, SEALED and DELIVERED

In the presence of:

Witness

**Mrs. Vivienne Camilli, representative of Empire
Concrete (HAMILTON) Inc.**

Name:

Title:

Cape Breton Regional Municipality

Witness

Cecil P. Clarke

Mayor

Christa L. Dicks

Municipal Clerk

ATTACHMENT G

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 Cape Breton Regional Municipality's Land Use By-law in the following manner:

THAT: Chapter 2 Administration, Subsection 2.9 Existing Development Agreements of the Land Use By-law is hereby amended by deleting G-UNKNOWN and replacing it with the following:

G-UNKNOWN
PID# 15141658, 15141666 and 15141872
166 Lingan Road, Sydney
Business Office, Clothes Cleaning Business, Indoor Recreation Uses, Distribution Facility, Warehouse, Manufacturing, Motor Vehicle Repair Uses, General Contracting, Storage, and Retail.

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

MAYOR

CLERK

THIS IS TO CERTIFY that the above text amendment 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 _____ to amend the Cape Breton Regional Municipality's Land Use By-law.

Christa Dicks, CLERK



CAPE BRETON
REGIONAL MUNICIPALITY

TO: Mayor Clarke and Members of the CBRM Council

SUBMITTED BY: Tyson Simms, Director, Planning and Development

DATE: December 2, 2024

RE: CMHC Housing Accelerator Fund - Update Regarding E-Permitting System

INFORMATION REPORT

ORIGIN

June 19, 2023, CBRM Council motion:

To direct staff to submit a Housing Action Plan, including the initiatives listed in Appendix A of the Issue Paper dated June 15, 2023, and any other required documentation to the Canada Mortgage and Housing Corporation as part of the Municipality's application for the Housing Accelerator Fund (HAF).

MOTION PUT AND CARRIED.

BACKGROUND

Cape Breton Regional Municipality (CBRM) has made noteworthy progress toward achieving its targets for the Housing Accelerator Fund (HAF). One key component in this program's continued strides is Initiative 7: E-permitting System. This initiative aims to modernize CBRM's permit processing capabilities to manage the growing demand for housing. The proposed system will significantly improve operational efficiency and streamline permit processing through a cloud-based technology solution that supports enhanced workflow management, inspection scheduling, and an online citizen portal.

The HAF launched in the summer of 2023 with a one-time application portal for funding that will continue until 2026-27. This funding initiative aims to help create more housing supply faster and enhance certainty in approvals and business processes. CBRM signed a contribution agreement under this new funding stream for \$11,380,000 and committed to a total growth target of 1,010 new permitted housing units by December 31, 2026. The funding will be advanced to CBRM in four payments tied to specific performance measures:

- 75% of the funding is tied to the successful completion of the CBRM Initiative List (Attachment A) and

- 25% of the funding is tied to meeting the growth target set out by CMHC.

As part of the approved federal contribution in funding, CBRM must implement eight initiatives (Attachment A), including introducing an E-Permitting System (Initiative 7) to modernize the municipality's permit processing and improve operational efficiency. The requirements for an E-permitting system are not unique to CBRM's HAF agreement, many other successful HAF recipients have an E-permitting initiative tied to their funding.

DISCUSSION

The proposed E-permitting system will streamline workflows, reduce manual tasks with cloud technology, and offer a citizen portal for permits, payments, and tracking. Integrating mapping and real-time reporting will result in time savings for staff and improved services for residents and builders.

The online permitting portal could support other departments, such as Fire and Emergency Services and Public Works, creating a consistent system. The introduction of an E-permitting system in Tacoma, Washington State, saw a 44-hour monthly reduction in permit processing. Implementing a similar system in CBRM could allow customer service teams to allocate more time to other areas, such as billing and collections, thereby improving overall service quality. This would be particularly beneficial during high-volume periods like property tax billing. Professional staff, including planners, development officers, building officials, and infrastructure engineers, could also focus on fewer administrative tasks. The time saved in permit review would enable more rigorous support for new development projects, fostering growth and providing enhanced service to prospective clients.

Next Steps

CBRM staff have reviewed and completed their evaluations of proposals for the E-Permitting System. Staff will now proceed with awarding the contract for installation of the system under a two-year contract with the successful applicant. Before the contract concludes, staff will return to the Council to present a comprehensive financial overview for the Council's consideration. A preliminary breakdown of anticipated costs associated with maintaining the E-permitting system is provided in Attachment B.

FINANCIAL IMPLICATIONS

As part of the initiative, HAF will fund the cost of the initial contract launch and the first two years of expenses. Future financial costs will be addressed at the corresponding budget periods.

RISK CONSIDERATION

The HAF agreement with the CMHC requires the completion of all outlined initiatives. Failure to implement the E-permitting system could jeopardize overall HAF funding, requiring renegotiation and potentially reducing or eliminating funds. Moreover, not adopting online permitting puts CBRM at a competitive disadvantage compared to municipalities with streamlined processes.

ATTACHMENTS

Attachment A: Housing Accelerator Fund Initiative List

Attachment B: Preliminary Breakdown of Anticipated Costs

Reports Available Upon Request:

Issue Paper dated June 15, 2023, RE: Canada Mortgage and Housing Corporation Housing Accelerator Fund

Report Prepared by: Travis Radtke, Housing Coordinator, Planning and Development

Attachment A:
Housing Accelerator Fund Initiative List

Initiative 1: Community Climate Adaptation & Land Banking

Description

Develop approach for land banking for the purposes of assembling parcels of tax-delinquent or abandoned properties for affordable housing redevelopment and acquiring properties to convert to other uses such as retail, parks, or open space for flood mitigation and hazard reduction.

Separately implement regulatory changes to mitigate flood plain/climate change risk and strategy development for implementation of relocation and property purchases.

This approach will encourage sustainable development through climate sensitive design for proposed developments, encourage complete communities through the creation of diverse housing types and sustainable infrastructure, strategically provide a process for property acquisition to create new non-market housing within the CBRM.

Start Date: September 2023

Completion Date: December 2025

Initiative 2: Transit Oriented Development & Promotion of High-Density Development

Description

Regulatory changes to promote intensification and mixed-use housing developments in urban serviced areas, implementation of supporting services/infrastructure for increased density in proximity to community cores, public education advising of new housing/development opportunities.

This initiative will deliver reduced risk for developers by eliminating lengthy discretionary approval processes and increase the maximum dwelling unit number on all residential properties within the CBRM. This will also enable complete communities through increased densities and development in transit-oriented neighbourhoods, diverse housing options, and encouraging multi-modal transportation.

Start Date: July 2023

Completion Date: September 2023

Initiative 3: Parking Requirement Modernization

Description

Review and regulatory changes to reduce barriers for housing development through the elimination of parking minimums. This will include an accompanying parking strategy and parking management implementation through areas designated for dense residential development.

This initiative supports all the objectives of the program by reducing regulatory barriers for approvals, encouraging complete and walkable communities, and enabling more diverse housing types through regulatory reduction.

Start Date: July 2023

Completion Date: December 2024

Initiative 4: Affordable Housing Construction Program

Description

Construction incentives for affordable housing projects, public education, engagement with non-profit housing industry and Cape Breton University, and internal capacity building/monitoring of programs.

This initiative supports all the objectives of the program by providing an opportunity to financially incentivize the construction of affordable housing units in alignment with CBRM's new Municipal Planning Strategy and Land Use Bylaw to locate dense, affordable housing in areas that can support residents.

Start Date: September 2023

Completion Date: May 2024

Initiative 5: Infill & Gentle Density Initiative

Description

Pre-approved housing plans for small scale infill development (up to 6 units), regulatory changes to allow Accessory Dwelling Units and Secondary Suites, public education, engagement, Unit legalization program.

This initiative will deliver reduced risk for developers by enabling additional permitted (small-scale) units for all residential properties (six units per lot) within the CBRM, along with reducing review time through the use of pre-approved housing designs. This will also enable complete communities through increased densities and development in transit-oriented neighbourhoods, diverse housing options, and encouraging multi-modal transportation.

Start Date: July 2023

Completion Date: July 2025

Initiative 6: Housing Incentives Initiative

Description

Analysis and implementation of tax incentive program for residential development, review and creation of surplus lands inventory for housing development (inclusive of legal review of real property issues), creation of CBRM Housing Plan.

This initiative will accelerate the pace of housing development by exploring options and implementing incentives for residential development in the CBRM. This will also enable complete communities by incentivizing development in proximity to services and transit-oriented neighbourhoods.

Start Date: March 2024

Completion Date: July 2025

Initiative 7: E-Permitting System

Description

Design and implementation of a new online permitting system to improve the permit review process. Creation of a customer portal, promotion, and public/internal training.

This initiative will improve customer service and streamline permitting and licensing in the CBRM to accelerate residential development. This will also allow administration to better prioritize development by typology to expedite approvals with large impact on housing supply.

Start Date: August 2024

Completion Date: December 2026

Initiative 8: Affordable Housing Development

Description

Create an affordable housing concierge in the city to work with nonmarket housing and other levels of government to guide projects through the planning and development process.

Start Date: September 2024

Completion Date: September 2027

Attachment B:
Preliminary Breakdown of Anticipated Costs

Cost Summary E-Permitting		
Integration Services	\$19,200	
Configuration	\$96,960	
Training	\$4,480	
Review Software Component	\$46,945	
Implementation		\$167,585
E-Permitting Licenses		<u>\$112,649</u>
Total Year 1		\$280,234
Total Year 2		<u>\$117,983</u>
Total Funded by HAF		\$398,217
Future Costs		
Year 3		\$123,575
Year 4		\$129,439
Year 5		\$135,585



TO: Mayor Clarke and CBRM Council

FROM: Tyson Simms, Director, Planning and Development

DATE: December 3, 2024

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

BACKGROUND

Cape Breton Regional Municipality (CBRM) has received a request from the Nova Scotia Society for the Prevention of Cruelty to Animals (NSSPCA) to appoint Paul Hunter as a By-law Enforcement Officer. If approved, they will serve as a Dog Control Officer for the CBRM. A copy of the NSSPCA's request is provided as Attachment A.

CBRM has a contract with the NSSPCA to provide animal control services for the municipality. As part of the service, the NSSPCA hires Dog Control Officers. Dog Control 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, Paul Hunter 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 the Dog Enforcement Officer are included in the existing contract with the NSSPCA.

RECOMMENDATION

That CBRM Council appoint Paul Hunter as a By-law Enforcement Officer, to serve as a Dog Control Officer, administering and enforcing the CBRM Dog By-law (D-400) for the CBRM.

ATTACHMENTS

Attachment A: Request by NSSPCA to Appoint By-law Enforcement Officer

Report Prepared By: John Crane, Manager of Building Inspections and By-law Services, Planning and Development

Attachment A:
Request by NSSPCA to Appoint By-law Enforcement Officer



September 16, 2024

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

Attention: Ms. Marie Walsh
Chief Administrative Officer

Dear Ms. Marie Walsh,

RE: Appointment as By-law Enforcement Officer

Enclosed, you will find an application for Paul Hunter to be appointed as a by-law officer for Cape Breton Regional Municipality. Our application 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 complete and signed, could you please forward the application and 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 for assisting with this matter.

Regards,

Original Signed

(Kevin Strooband
Chief Inspector



TO: Mayor Clarke and CBRM Council

FROM: Tyson Simms, Director, Planning and Development

DATE: December 3, 2024

SUBJECT: Appointment of By-law Enforcement Officers – By-law Services Division

BACKGROUND

The Planning and Development Department recently filled two vacant positions within the By-law Services Division. On December 2, 2024, the Department hired Curtis Dauphney as a By-law Enforcement Officer. This position is responsible for the administration and enforcement of several Cape Breton Regional Municipality (CBRM) By-laws and applicable sections of the *Motor Vehicle Act* pertaining to parking.

In August of 2024, the Department also hired Scott Parker as By-law Services Supervisor. Reporting to the Manager of Building Inspections and By-law Services, the Supervisor provides leadership to the team of by-law enforcement officers. This role involves monitoring all by-law enforcement activities, intervening in enforcement actions when required, and managing staff deployment and scheduling to meet operational needs. In addition, the Supervisor fulfills the responsibilities of a by-law enforcement officer when necessary and assists with the administration of all by-laws.

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, Curtis Dauphney and Scott Parker will be responsible for the administration and enforcement of several CBRM By-laws, including but not limited to the: CBRM Parking By-law (P-100); Passenger for Hire By-law (P-500); Vendors By-law (V-200) and the relevant sections of the *Motor Vehicle Act* pertaining to parking. In addition, as Supervisor of By-law Services, Scott Parker will be responsible for the administration and enforcement of all CBRM By-laws.

FINANCIAL IMPLICATIONS

There are no budget implications. Curtis Dauphney and Scott Parker are currently working for CBRM, and their positions have been approved under the 2024-2025 budget for Planning and Development.

RECOMMENDATION

That CBRM Council appoint Curtis Dauphney and Scott Parker as By-law Enforcement Officers for CBRM.

Report Prepared by: John Crane, Manager of Building Inspections and By-law Services, Planning and Development



CBRM

A Community of Communities

Cape Breton Regional Municipality

Memo

Meeting Date: December 10, 2024

To: Mayor and Council

From: Christa Dicks, Municipal Clerk

Subject: Council Policies

Purpose:

This memo is intended for Council consideration to direct staff to assess current policies and resolutions. This effort seeks to resolve inconsistencies, increase accessibility for both employees and the public, and minimize redundancies through consolidation. The assessment will ensure that Council policies are in line with current best practices, procedural standards, and legislation while also encouraging clear communication.

Recommendations that Council:

1. Direct staff to perform a review and provide recommendations on Council policies as identified in the scope of the proposed review; and
2. Direct staff to review and provide recommendations relating to committees including but not limited to committee composition, terms of reference, and meeting schedules.

To better facilitate the business of Council in the interim of the review, the following recommendations and meetings schedules are also presented for consideration:

3. Return to the General Committee (Committee of the Whole) as outlined in *Resolution RC4 – Committees* with Committee meetings being held the first

- Tuesday of each month (unless otherwise scheduled) beginning at 10:00 a.m.; and
4. An amendment to *Resolution RC3 – Meetings Policy* that Meetings of Council occur on the second Tuesday of each month (unless otherwise scheduled) beginning at 2:00 p.m.

Scope:

The following policies/resolutions suggested to be within the scope of this review:

Title	Last Updated
Committees – Resolution RC4	July 14, 2020
Rules of Order Policy – Resolution RC 1	July 14, 2020
Council Agenda Policy	July 14, 2020
Policy Respecting Delegations before Council	March 11, 2005
Meeting Rooms Usage Policy	March 15, 2016
Meetings Policy – Resolution RC3	June 26, 2018
Council Audiotapes Policy	June 21, 2005
Policy Respecting the Deputy Mayor	March 11, 2005
Municipal Seal Policy	March 11, 2005
Signing Officers Resolution RF3	February 17, 2015
Mayor's Citation Policy	December 15, 1998
Travel Policy for Civilian Police Commissioners	March 15, 2016
Travel Policy for Citizen Appointees – Heritage Advisory	February 19, 2019
Appointment of Citizens to CBRM Committees	March 7, 2018

In addition to the policies, it is requested that the formatting and processes for staff submitted reports, and Council request forms be included within this scope.

Supporting Documents:

- CBRM Policies are located at www.cbrm.ns.ca/policies
- Proposed meeting schedule 2025

Financial implications: N/A

Appendix A – Proposed Meeting Schedule 2025

Date	Meeting Type
January 14	Committee of the Whole (COTW)
January 21	Council
February 4	COTW
February 11	Council
March 4	COTW
March 5	Fire, Police, Audit
March 11	Council
April 1	COTW
April 8	Council
May 6	COTW
May 13	Council
June 3	COTW
June 4	Fire, Police, Audit
June 10	Council
July 8	COTW
July 15	Council
August 5	COTW
August 12	Council
September 2	COTW
September 3	Fire, Police, Audit
September 9	Council
October 7	COTW
October 14	Council
November 4	COTW
November 13 (Thursday)	Council
December 2	COTW
December 3	Fire, Police, Audit
December 9	Council



320 Esplanade

Sydney, Nova Scotia, B1P 7B9

902-563-5010

To: Mayor & Council

From: Christa Dicks, Municipal Clerk

Date: December 10, 2024

Subject: Vacancies on Various Committees & Committee Updates

The purpose of this memo is to advise Council of the status of internal and external committees, and to seek direction on existing or upcoming vacancies on internal and external committees.

Internal Committees

1. Nominating Committee

Composition: Mayor and at least five Councillors

According to *Council Resolution RC4 Committees*, Section (12) Nominating Committee, at the first meeting of Council, that council will appoint or authorize the Mayor to appoint, the Nominating Committee. Following these appointments, the committee will meet to nominate persons to serve on committees and external agencies/committees.

With a focus on streamlining the appointment process, a review by the entire Council would allow for committee activation beginning early in the coming year.

Recommendation that Council:

- Allow an exception to RC4 Committees, and permit the nomination and appointment of Council Members to internal and external committees; and
- Direct staff to call for expressions of interest for CBRM citizens to serve on all available committees as outlined for each committee.

2. Audit Committee

Composition: Deputy Mayor, four members of Council, two citizens

Citizen Rakesh Kochhar's second two-year term on the CBRM Audit Committee has concluded. Therefore, it would be in order to call for expressions of interest from CBRM citizens to fill the vacant seat on the Audit Committee.

Council representation on this committee is required.

Recommendation:

Staff be directed to call for expression of interest for a CBRM citizen to serve on the Audit Committee for a two-year term.

3. Diversity, Equity, and Inclusion Committee

Composition: Up to ten members of the public, a CBRM HR staff member as a committee resource

The CBRM Diversity, Equity, and Inclusion Committee shall include up to ten (10) members of the public who are residents of the CBRM and duly appointed by Council pursuant to Section 26 of the *Municipal Government Act* for a three-year term.

Currently, there are no serving members. Therefore, it would be in order for CBRM to call for expressions of interest for CBRM citizens to serve on the committee.

Recommendation:

Staff be directed to call for expression of interest for CBRM citizens to serve on the Diversity, Equity, and Inclusion Committee for a three-year term as outlined in policy.

4. Accessibility Advisory Committee

Composition: Up to ten members with a minimum of two Councillors and a maximum of eight citizens.

The Terms of Reference (TOR) for the Accessibility Advisory Committees state there shall be up to ten members which shall include two members of Council and a maximum of eight citizens for a two-year term.

The citizen members of the Accessibility Advisory Committee were appointed on May 18, 2021, and thus their respective term has ended. All members have been notified of the ending term, and eligibility for reappointment. It is noted that Councillor Steve Gillespie has expressed interest in continuing membership.

Council representation on this committee is required.

Recommendation:

- Staff be directed to call for expressions of interest for CBRM citizens to serve on the Accessibility Advisory Committee.

5. Charter Ad Hoc Committee

Composition: Open to all members of Council, meeting quorum requires five members

Council representation on this committee is required.

Recommendation:

Address Charter within the Committee of the Whole.

6. Fences Arbitration Committee

Composition: One member of Council, and one alternate member of Council, and a representative appointed by the Nova Scotia Federation of Agriculture

Council representation on this Committee is required.

7. CBRM Youth Advisory

Composition: two members of Council, two CBRM department staff members as appointed by the CAO, and one representative from REN staff as appointed by the CBRM REN Director (terms of reference January 7, 2020 general committee)

Council representation on this committee is required.

Recommendation:

Address Youth Advisory within Committee of the Whole.

8. Heritage Advisory Committee

Composition: minimum of two Councillors and a maximum of seven citizens.

Council membership expired in October 2024 and six citizen appointments will expire in February 2025. Committee members will be notified of the ending term, and their relative eligibility for reappointment.

Council representation on this committee is required.

Recommendation:

Staff be directed to call for expression of interest for CBRM citizens to serve on the Heritage Advisory Committee noting the term to begin in February 2025.

9. Police Commission

Composition: three members of Council, three members of the public, and one provincial appointee.

Council membership expired October 2024.

Council representation on this committee is required.

10. Fire and Emergency Services

Composition: Deputy Mayor and four Councillors

Council membership expired October 2024.

Council representation on this committee is required.

External Committees

1. REN Liaison and oversight committee

Composition: Two Councillors, two CBRM staff members

External to CBRM: a representative from Municipal Affairs, and a representative from the Department of Labour & Advanced Education

The REN Liaison and oversight committee is an advisory body representing the municipal and provincial funders that are supporting the core operations of a Regional Enterprise Network (REN) through an inter-municipal agreement and contribution agreement. The committee is responsible for reviewing and approving the regional economic development strategy, evaluating the REN's overall performance, financial oversight, recruiting and nominating the board of directors, and for planning board succession. REN meetings are coordinated through the CB Partnership .

Chief Financial Officer Jennifer Campbell, and Director of Planning Michael Ruus were the staff appointed members of the REN Liaison and Oversight Committee. The position held by Director Ruus is now vacant, requiring one additional CBRM staff member to be appointed. Senior Planner Neville has been filling the position on an interim basis.

Additionally, two Councillor positions have become vacant following the election in October 2024.

Council representation on this committee is required.

Recommendation:

That Director Tyson Simms be appointed to the vacant CBRM staff position on the REN Liaison and Oversight Committee as recommended by the Interim Chief Administrative Officer.

2. Nova Scotia Solid Waste Resource Management Regional Chairs Committee

Composition: one CBRM member

The term for the CBRM representative on this committee expired October 2024.

Council representation on this committee is required.

3. Library Board

Composition: three Council members and two CBRM citizens (other members external to CBRM include two provincial representatives, one council member for Victoria County and one citizen representative for Victoria County).

The Library Board is comprised of three members of Council and two citizens. Councillors Gilliespie, Paruch and Eldon MacDonald are the recorded members of this committee. Councillor terms were active until the election in October 2024.

Two citizen positions will become vacant February 2025. Members will be advised of the term dates and their respective eligibility for reappointment.

Council representation on this committee is required.

Recommendation:

Staff be directed to call for expression of interest for two CBRM citizens to serve on the Library Board for a two-year term noting the term beginning February 2025.

4. Pitu'paq

There are two Council members who represent CBRM on this committee.

Council representation on this committee is required.

5. Port of Sydney Development Corporation Board

On March 12, 2024, CBRM Council approved the Port of Sydney Development Corporation's governance and operational plan. Within the PSDC's Articles of Association, there are two requirements of CBRM for board membership:

- One Councillor of the CBRM appointed by Council
- One management employee of the CBRM appointed by Council (non-voting member)

Council representation on this committee is required.

Recommendation:

- To permit the Interim Chief Administrative Officer to select a CBRM management employee to be appointed to the Port of Sydney Development Corporation Board

Lastly, should Council agree to the recommendations outlined in this memo, it is the Clerk's intent to post a collective ad for all committees for Citizen Expressions of Interest.

Original signed by:

Christa Dicks
Municipal Clerk



MEMO **CBRM**

A Community of Communities

Cape Breton Regional Municipality

Date: December 10, 2024

To: Mayor and Council

From: Demetri Kachafanas, K.C., Interim Chief Administrative Officer

Re: Municipal Code of Conduct

Recommendation That Council:

Adopt the model Code of Conduct for Municipal Elected Officials provided in Schedule A – Model Code of Conduct for Municipalities prescribed by the Minister under subsection 520(1) of Chapter 18 of the Acts of 1998, the *Municipal Government Act* as required under the Code of Conduct for Municipal Elected Officials Regulations made under Section 520 of the *Municipal Government Act* on or before December 19, 2024.

Background:

The Government of Nova Scotia has mandated that all municipalities adopt a Municipal Code of Conduct by December 19, 2024, under amendments to the Municipal Government Act (MGA). The purpose of this requirement is to ensure clear and consistent standards of behavior and accountability for elected officials, fostering professionalism, trust and good governance within local government.

The Government of Nova Scotia has provided a Model Code of Conduct for Municipalities prescribed by the Minister under subsection 520(1) of Chapter 18 of the Acts of 1998, the *Municipal Government Act*.

Analysis:

A Municipal Code of Conduct serves several critical purposes including defining and outlining acceptable behavior, addressing issues such as respectful communication, conflict of interest, and ethical decision-making.

Further, a code of conduct promotes accountability by establishing mechanisms for addressing breaches and reduces the potential for reputational damage and legal challenges stemming from misconduct.

Key Considerations:

1. The Code must align with Section 29B of the MGA, incorporating minimum standards set by the province.
2. Municipalities may tailor the Code to reflect local priorities and governance styles while maintaining compliance with the provincial framework e.g. can add to but cannot change minimum standards.

Financial Implications

The Code of Conduct adoption and implementation are not anticipated to have budgetary impacts, however, should an investigation occur, the Municipality is responsible for the costs associated with the investigation.

Respectfully submitted by:

Demetri Kachafanas, K.C.
Interim Chief Administrative Officer

This consolidation is unofficial and is for reference only. For the official version of the regulations, consult the original documents on file with the [Office of the Registrar of Regulations](#), or refer to the [Royal Gazette Part II](#).

Regulations are amended frequently. Please check the list of [Regulations by Act](#) to see if there are any recent amendments to these regulations filed with our office that are not yet included in this consolidation.

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Code of Conduct for Municipal Elected Officials Regulations
made under Section 520 of the
Municipal Government Act
S.N.S. 1998, c. 18
N.S. Reg. 219/2024 (effective October 20, 2024)

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Please note: this table of contents is provided for convenience of reference and does not form part of the regulations.

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Interpretation

Citation

1 These regulations may be cited as the *Code of Conduct for Municipal Elected Officials Regulations*.

Definitions

2 In these regulations,

“Act” means the *Municipal Government Act*;

“complaint” means a complaint regarding an alleged breach of the code of conduct;

“elected official” means [a] council member, mayor or warden;

“investigator” means a person or entity appointed by a municipality under subsection 23C(1) of the Act to receive and investigate complaints;

“model code of conduct” means the model code of conduct prescribed in Schedule “A”.

Code of Conduct

Application

- 3** (1) The code of conduct referred to in these regulations is a code of conduct established under Section 23A of the Act.
- (2) The code of conduct applies to elected officials at all times and in all locations.

Adoption of code of conduct and notice to Minister

- 4** (1) A municipality must adopt the model code of conduct on or before December 19, 2024.
- (2) A municipality must report to the Minister and provide a notice confirming adoption of the model code of conduct on or before December 19, 2024.

When code of conduct applies

- 5** (1) The code of conduct applies to each council member from the time that they are declared elected until the earliest of the following:
- (a) the date of their resignation;
 - (b) the date they are disqualified from office;
 - (c) the date their successor is sworn into office, or the date of the meeting at which a successor would have been sworn into office if there is no successor.
- (2) The code of conduct does not apply to action or conduct that occurred before the earlier of the following dates:
- (a) date that the code is adopted by a municipality;
 - (b) December 19, 2024.

Complaint and Investigation Process

Appointment of investigator by municipality

- 6 (1) An investigator must have experience conducting investigations and applying the principles of natural justice and procedural fairness.
- (2) A municipality must include an investigator's contact information on its publicly accessible website.
- (3) A municipality must ensure that no conflict of interest exists between the investigator and the parties involved in a complaint.

Timeline for complaints

- 7 (1) A complaint must be made to an investigator no later than 6 months after the date that the complaint is discovered.
- (2) For the purposes of this Section, a complaint is discovered on the following applicable date:
- (a) the date that the complainant first knew or ought reasonably to have known that the council member's conduct or action was potentially in breach of the code of conduct;
 - (b) for conduct or an action that is continuous, the date that the council member's action or conduct ceases;
 - (c) for conduct or a series of actions that is repeated, the date that the council member's last act or conduct in the series occurs.

Complaints during elections

- 8 (1) A complaint brought forward during a municipal election period, from nomination day until ordinary polling day, must not be investigated until the election is concluded.
- (2) An investigation in progress on an election's nomination day must continue, but may be paused between nomination day and election day.
- (3) An investigation in progress for a complaint made about the conduct of an elected official will not continue if the official is not re-elected.

Initial complaint process

- 9 (1) An investigator must notify the Chief Administrative Officer whenever a complaint is received.
- (2) An investigator must determine if there is merit to a complaint and then take 1 of the following actions:
- (a) notify the Chief Administrative Officer that it is dismissed in accordance with subsection 23C(3) of the Act;
 - (b) if the investigator finds that the complaint has merit, the investigator must
 - (i) notify the council member who is the subject of the complaint that a complaint has been made about them, and that it is proceeding to an investigation, and

- (ii) begin their investigation and notify council in camera of the fact that a complaint is proceeding to the investigation phase.

Confidentiality

10 An investigator must protect the confidentiality of all of the following to the greatest extent possible, while still applying the principles of natural justice and ensuring procedural fairness:

- (a) the complainant;
- (b) all persons who are the subject of the complaint;
- (c) all persons involved in the investigation.

Reporting on investigation

- 11** (1) Except as provided in subsection (2), the report on the investigation required by subsection 23C(2) of the Act to be presented to council must be presented no later than 6 months after a complaint is made.
- (2) Council may grant an investigator additional time to present a report in exceptional circumstances, including a delay caused by a municipal election period.
- (3) A council member who is the subject of a complaint must be given an opportunity to review and respond to the information in an investigator's report, and to make submissions to council before the council determines whether there was a breach of the code of conduct.

Investigator report on failing to comply with sanction

- 12** Despite Sections 9, 10 and 11, if a council member fails to comply with a sanction as required by the code of conduct, the investigator is not required to conduct an investigation but must present a report to council with a recommendation on an appropriate sanction.

Determinations

- 13** After receiving the investigator's report and hearing any submissions from any council member who is the subject of the complaint, council must determine if a breach occurred any appropriate sanctions to impose in accordance with Sections 17 and 18. [*sic*]

Conflict of interest—council member present at meeting

- 14** If a council member who is the subject of a complaint or who has made a complaint under the code of conduct is present at a council meeting at which the complaint is discussed, the council member must
- (a) withdraw from their place as a council member and take 1 of the following applicable actions while the complaint is being considered:
 - (i) for a closed meeting, leave the room where the meeting is held,
 - (ii) for a meeting that is open to the public, either
 - (A) leave the room where the meeting is held, or

(B) attend only in part of the room set aside for the general public; and

(b) not vote on any issue related to the complaint.

Public record

15 After council's determination of a complaint, the council must make a record that is open to the public outlining all of the following:

- (a) the section of the code of conduct under which the complaint was made;
- (b) the investigator's recommendations;
- (c) the council's determination and any sanction imposed.

Council determination final

16 A council's determination regarding a complaint is final and binding on all parties.

Sanctions and Sanction Framework

Sanctions framework

17 A council must consider all of the following criteria before imposing a sanction on a council member for a contravention of the code of conduct:

- (a) the nature of the contravention;
- (b) the length or persistence of the contravention;
- (c) whether the council member's contravention was intentional;
- (d) whether the council member has taken any steps to remedy the contravention;
- (e) whether the council member has previously contravened the code of conduct;
- (f) any external factors that are relevant to the council member's contravention, including personal issues and health issues;
- (g) the resources necessary to fulfilling the council member's responsibilities as a council member.

Sanctions for contravention of code of conduct

18 (1) The sanctions to be imposed by Council under Section 23D of the Act may include 1 or more of the following prescribed sanctions:

- (a) a letter of formal reprimand or warning;
- (b) a requirement that the council member provide a letter acknowledging their contravention and an apology no later than 15 days after the date the council imposes the sanction;
- (c) a requirement that the council member attend training that is appropriate to address the action or conduct that contravened the code of conduct;
- (d) a public censure;

- (e) limiting the council member's access to certain local government facilities, equipment or property;
 - (f) suspending or removing the council member as deputy head of council or the chair of any committee;
 - (g) suspending or removing the council member, for a period [of] no longer than 6 months, from some or all municipal committees or boards;
 - (h) limiting the council member's participation on behalf of a municipality;
 - (i) limiting the council member's travel or expense reimbursement on behalf of a municipality;
 - (j) a fine of up to \$1000 per contravention of the code of conduct, that must be paid no later than 6 months after the date that council imposes the sanction;
 - (k) reducing the council member's remuneration, for a period [of] no longer than 6 months;
 - (l) requiring the council member to repay any direct monetary loss realized by a municipality as a result of the council member's contravention, in an amount determined by the investigator;
 - (m) requiring the council member to repay any direct monetary gain they obtained as a result of their contravention, in an amount determined by the investigator.
- (2) A council member who is determined by council to have contravened the code of conduct must complete additional code of conduct training.

**Schedule "A"—Model Code of Conduct for Municipalities
prescribed by the Minister under subsection 520(1) of Chapter 18 of the Acts of 1998,
the *Municipal Government Act***

Title

- 1 The title of this code of conduct is the *Code of Conduct for Elected Officials of the [insert name of municipality]*.

Definitions

- 2 In this Code, the following definitions apply:

“Act” means the *Municipal Government Act*;

“CAO” means chief administrative officer;

“clerk” means the clerk of the municipality;

“closely connected” to a council member, means any of the following:

- (i) a family member of the council member,

- (ii) an agent of the council member,
- (iii) a business partner of the council member,
- (iv) an employer of the council member;

“Code” means the *Code of Conduct for Elected Officials of the [insert name of municipality, as in title]*;

“complaint” means a complaint regarding an alleged breach of the Code;

“confidential information” includes any information in the possession of the municipality that the municipality is prohibited from disclosing pursuant to legislation, court order or by contract, or is required to refuse to disclose under Part XX of the Act or other legislation, or that pertains to the business of the municipality and is generally considered to be of a confidential nature, including information about any of the following:

- (i) the security of the municipality’s property,
- (ii) a proposed or pending acquisition or disposition of land or other property,
- (iii) a tender that has or will be issued but that has not been awarded,
- (iv) contract negotiations,
- (v) employment and labour relations,
- (vi) draft documents and legal instruments, including reports, policies, bylaws and resolutions, that have not been deliberated in a meeting open to the public,
- (vii) law enforcement matters,
- (viii) litigation or potential litigation, including matters before administrative tribunals,
- (ix) advice that [is] solicitor-client privileged;

“council” means the council of the municipality;

“discrimination” has the same meaning as in the *Human Rights Act*;

“elected official” means any council member, including the mayor or warden;

“family member” means, in relation to a person, any of the following, and includes a step-family member:

- (i) spouse,
- (ii) parent or guardian,
- (iii) child,
- (iv) sibling,

- (v) sibling of a parent,
- (vi) child of a sibling,
- (vii) grandchild,
- (viii) grandparent,
- (ix) parent-in-law,
- (x) sibling-in-law,
- (xi) spouse of a child;

“harass” has the same meaning as in the *Human Rights Act*;

“investigator” means a person or entity appointed by a municipality under subsection 23C(1) of the Act to receive and investigate complaints;

“mayor” means the council member elected at large to be the chair of the council;

“municipality” means the regional municipality, town or county or district municipality, except where the context otherwise requires;

“poisoned environment” means an environment where harassing or discriminatory conduct causes significant and unreasonable interference with a person’s work environment;

“sexual harassment” has the same meaning as in the *Human Rights Act*;

“warden” means the council member chosen by the council to be the chair of the council.

General purpose

- 3 (1) The purpose of this Code is to set out the expectations for the behaviour of members elected to council in carrying out their functions and making decisions that benefit the constituents in their municipality.
- (2) Nothing in this Code is intended to prevent elected officials from sharing or expressing dissenting opinions.

Interaction with laws and policies

- 4 (1) This Code is intended to operate together with, and as a supplement to, the applicable common law, the *Criminal Code* of Canada, the Act, the *Municipal Conflict of Interest Act* and any other applicable legislation.
- (2) This Code is intended to operate together with, and as a supplement to, the other bylaws and policies of a municipality.
- (3) This Code prevails in any conflict between the Code and any municipal resolution, policy or bylaw.

Guiding principles

- 5 All of the following are the guiding principles for council members’ conduct:

Collegiality: council members must work together to further the best interests of the municipality in an honest and honourable way.

Respect: council members must demonstrate respect towards one another, the democratic decision-making process and the role of staff. Council members must not act in a manner that negatively impacts the municipality or tarnishes the municipality's reputation.

Integrity: council members must act lawfully and adhere to strong ethical principles by prioritizing the municipality's interests over individual interests.

Professionalism: council members must create and maintain an environment that is respectful and free from all forms of discrimination and harassment, including sexual harassment. Council members must show consideration for every person's values, beliefs and contributions, and support and encourage others to participate in council activities.

Transparency: council members must be truthful and open about their decisions and actions and make every effort to accurately communicate information openly to the public.

Responsibility: council members are responsible for the decisions that they make and must be held accountable for their actions and outcomes. Council members must demonstrate awareness of their own conduct and consider how their words or actions may be perceived as offensive or demeaning.

General conduct

- 6
- (1) A council member must be truthful and forthright and not deceive or knowingly mislead Council, the CAO, staff or the public.
 - (2) A council member must show respect for chairs of council meetings, chairs of committee meetings, colleagues, staff and members of the public that present during council meetings or other meetings of the municipality.
 - (3) A council member must adhere to the direction of the chairs of meetings with respect to rules of procedure.
 - (4) A council member must conduct council business and all duties in an open and transparent manner, other than for those matters that council is authorized by law to carry out in private.
 - (5) A council member must not be impaired by alcohol or drugs while attending any council meeting or other meeting of the municipality.
 - (6) A council member must comply with any sanction imposed under this Code, and failing to comply with a sanction imposed is considered a breach of the Code.

Confidential information

- 7
- (1) A council member must not disclose or release any confidential information to the public in oral, written or any other form, other than when required by policy or law or authorized by the council to do so.
 - (2) A council member must not use confidential information for personal or private gain or for the private gain of any other person or entity.

- (3) A council member must not access or attempt to access confidential information in the custody of the municipality unless the information is necessary for the performance of their duties and its access is not prohibited by legislation or by the bylaws or policies of the municipality.
- (4) A council member must not discuss any matters relating to an active investigation under the Code with anyone other than the investigator or their own legal counsel, unless required by law.

Gifts and benefits

- 8 (1) A council member must not accept a fee, advance, cash, gift, gift certificate or personal benefit that is connected directly or indirectly with the performance of their duties of office, other than the following exceptions:
- (a) gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
 - (b) a suitable memento of a function honouring the council member;
 - (c) sponsorships and donations for community events organized or run by a council member or by a third party on behalf of a council member;
 - (d) compensation authorized by the municipality.
- (2) A fee, advance, cash, gift, gift certificate or personal benefit paid or provided to a person closely connected to a council member, with the council member's knowledge, is deemed to be a gift to the council member.

Use of municipal property, equipment and services

- 9 (1) A council member must not use, or request the use of, any municipal property, including surplus material or equipment, for personal convenience or profit, unless the property meets 1 of the following:
- (a) it is generally available for use by the public and the council member is receiving no special preference in its use;
 - (b) it is made available to the council member in the course of carrying out council activities and duties, and is used for purposes connected with the discharge of municipal duties.
- (2) A council member must not obtain, or attempt to obtain, personal financial gain from the use or sale of intellectual property developed by the municipality.
- (3) A council member must not use information, or attempt to use information, gained in the course of their duties that is not available to the general public for any purposes other than carrying out their official duties.
- (4) A council member, or a person closely connected to a council member, must not tender on the sale of surplus municipal property, including old or extra equipment.

Building, development, planning, or procurement proposals before council

- 10 A council member must not solicit or accept support in any form from an individual, group or corporation with any building, development, planning or procurement proposal before council.

Improper use of influence

- 11** A council member must not use the influence of their office for any purpose other than for the exercise of their official duties.

Business relations

- 12** (1) A council member must not allow any prospect of their future employment by a person or entity to affect the performance of their duties to the municipality.
- (2) A council member must not borrow money from any person who regularly does business with the municipality, unless the person is an institution or company whose shares are publicly traded and who is regularly in the business of lending money.
- (3) A council member must not act as an agent of a person or entity before council or a committee of council or any agency, board or committee of the municipality.

Employment of persons closely connected to council members

- 13** (1) A council member must not attempt to influence any municipal employee to hire or promote a person closely connected to the member.
- (2) A council member must not make any decision or participate in the process to hire, transfer, promote, demote, discipline or terminate any person closely connected to the member.

Fairness

- 14** (1) A council member must not give special consideration, treatment or advantage to any individual or entity beyond that which is given to all.
- (2) A council member must not give special consideration, treatment or advantage to an organization or group because the council member, or a person closely connected to the member, is involved with the organization or group.

Adherence to policies, procedures, bylaws and other laws

- 15** (1) Council members must adhere to all applicable federal and provincial legislation.
- (2) Council members must adhere to the procedures, resolutions, policies and bylaws of the municipality.
- (3) Council members must adhere to the expense and hospitality policy of the municipality.

Respect for council as a decision-making body

- 16** (1) A council member must abide by, and act in accordance with, any decision made by council, whether or not the member voted in favour of the decision.
- (2) A council member must not encourage non-compliance with any legislation, regulation, bylaw, resolution, policy or procedure.

Communicating on behalf of council

- 17** (1) A council member, other than the mayor or warden, must not claim to speak on behalf of council unless the council member is authorized to do so.
- (2) The mayor, warden or an individual designated by council may speak on behalf of council and must make every effort to convey the intent of council's decision accurately.

Interactions of council with staff and service providers

- 18** (1) A council member must respect the role of the CAO as head of the administrative branch of the municipality's government and must not involve themselves directly in the administration of the affairs of the municipality, including, without limitation, the administration of contracts.
- (2) A council member must not direct, or attempt to direct, the CAO or clerk other than through a direction provided by the council as a whole.
- (3) A council member must be respectful of the role of the CAO and municipal employees to advise based on political neutrality and objectivity and without undue influence from any individual member or group of the council.
- (4) A council member must not direct or influence, or attempt to direct or influence any municipal employees in the exercise of their duties or functions, unless council is fulfilling the responsibilities of the CAO under clause 29(a) of the Act, and unless council as a whole has provided direction regarding [the] same.
- (5) If a CAO has been appointed under Section 28 of the Act, a council member must not direct
municipal employees
except through the
CAO.
- (6) Contractors, tenderers, consultants or other service providers to the municipality must not be issued instructions by council members
- (a) if a CAO has been appointed under Section 28 of the Act; or
- (b) unless council is fulfilling the responsibilities of the CAO under clause 29(a) of the Act and council as a whole has provided direction regarding [the] same.
- (7) A council member must not require or request that a municipal employee undertake personal chores or tasks for the member that are unrelated to municipal business.
- (8) A council member must not make public statements that are critical of specific or identifiable municipal employees or service providers.

Respectful interactions

- 19** (1) A council member must not engage in discrimination or harassment as prohibited by the *Human Rights Act*.
- (2) A council member must not sexually harass any person.
- (3) A council member must not engage in any discriminatory or harassing action or conduct, verbal or non-verbal, directed at 1 or more individuals or groups that creates a poisoned environment.

Reprisals

- 20** A council member must not undertake any act of reprisal or threaten reprisal against a complainant in a matter under this Code or any person providing relevant information in relation to a matter under this Code.

Legislative History Reference Tables

Code of Conduct for Municipal Elected Officials Regulations
Municipal Government Act

N.S. Reg. 219/2024

Note: The information in these tables does not form part of the regulations and is compiled by the Office of the Registrar of Regulations for reference only.

Source Law

The current consolidation of the *Code of Conduct for Municipal Elected Officials Regulations* made under the *Municipal Government Act* includes all of the following regulations:

N.S. Regulation	In force date*	How in force	Royal Gazette Part II Issue
219/2024	Oct 20, 2024	date specified	Nov 1, 2024

The following regulations are not yet in force and are not included in the current consolidation:

N.S. Regulation	In force date*	How in force	Royal Gazette Part II Issue
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*See subsection 3(6) of the *Regulations Act* for rules about in force dates of regulations.

Amendments by Provision

ad. = added
am. = amended

fc. = fee change
ra. = reassigned

rep. = repealed
rs. = repealed and substituted

Provision affected	How affected
.....	

Editorial Notes and Corrections

		Effective date
Note		
1	Subclauses 9(2)(b)(ii) to (iii) of original text renumbered as subclauses 9(2)(b)(i) to (ii) for the purposes of this consolidation.	
2	Subclause (xi) of the definition of “confidential information” in Schedule “A” to the regulations in the original text renumbered as subclause (ix) for the purposes of this consolidation.	

Repealed and Superseded

N.S. Regulation	Title	In force date	Repealed date
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Note: Only regulations that are specifically repealed and replaced appear in this table. It may not reflect the entire history of regulations on this subject matter.

Webpage last updated: 15-11-2024



City Hall
320 Esplanade
Sydney, NS B1P 7B9

MEMORANDUM – MAYOR’S OFFICE

DATE: December 10th, 2024
TO: All Council
FROM: Mayor Cecil P. Clarke
RE: Authorization to Pursue Infrastructure and Development Funding Opportunities

Dear Colleagues:

Council’s approval is requested to authorize the Mayor to explore and engage with provincial and federal governments on new opportunities. This authorization will equip the municipality to access diverse funding streams for infrastructure improvements, and development opportunities; streamline decision-making processes, allowing swift responses to deadlines and opportunities; and to leverage external funding to supplement municipal budgets, reducing the financial burden on taxpayers while advancing key municipal priorities.

The outcomes of this endeavour will position the municipality as a proactive participant in federal and provincial funding programs, ensuring increased funding access that aligns to municipal priorities; and to enhance community benefits by accelerating progress on initiatives that support economic growth, improve public services, and foster community well-being.

Recommendation:

That Council authorize the Mayor to represent them in discussions with federal and provincial governments to explore potential agreements and to pursue and apply for available infrastructure and development funding opportunities.

ORIGINAL SIGNED BY

MAYOR CECIL P. CLARKE



CBRM

A Community of Communities

ISSUE PAPER

TO: Council

FROM: Colin Fraser

SUBJECT: Ann-Mor Properties Ltd. / 135 Commercial Street Lot, Glace Bay Library Lease Renewal

DATE: December 10, 2024

BACKGROUND:

The Lease between CBRM and Ann-Mor Properties Ltd. for the Glace Bay Library located at 135 Commercial Street, Glace Bay is up for renewal. The previous lease expired on May 31, 2024, and was extended to June 30, 2024 by agreement while terms for a new lease were negotiated.

The landlord has requested a rent increase, and following negotiations has proposed a rate calculated based on \$18 per square foot for an area of 6300 square feet, with a 2% cost of living adjustment for each year of the lease. The annual rent would be as follows for the term of a five-year lease:

July 1, 2024 – June 30, 2025:	\$9450.00
July 1, 2025 – June 30, 2026:	\$9639.00
July 1, 2026 – June 30, 2027:	\$9831.78
July 1, 2027 – June 30, 2028:	\$10028.42
July 1, 2028 – June 30, 2029:	\$10228.98

Additionally, the landlord no longer wishes to provide cleaning services for the property under the lease.

The Cape Breton Regional Library does not want to relocate to a new location and would prefer to continue to lease the present location. We have reviewed the proposed lease terms with internal staff and they have recommended that we renew the lease and agree to the rent increase requested by the landlord. The Buildings department has confirmed that we have the capacity to provide cleaning services for the property without issue.

RECOMMENDATION:

That a new five-year agreement be authorized for July 1st, 2024 to June 30, 2029 with the terms and conditions changed as noted above. The rental rate will initially be set at \$18 per square foot and will be increased by 2% in each subsequent year as follows:

July 1, 2024 – June 30, 2025:	\$9450.00
July 1, 2025 – June 30, 2026:	\$9639.00
July 1, 2026 – June 30, 2027:	\$9831.78
July 1, 2027 – June 30, 2028:	\$10028.42
July 1, 2028 – June 30, 2029:	\$10228.98

CBRM will take over cleaning services for the leased premises from the landlord. The terms of the lease will otherwise remain the same as the previous lease.

Submitted by:

Colin Fraser
Legal Researcher

**CANADA
PROVINCE OF NOVA SCOTIA
CAPE BRETON REGIONAL MUNICIPALITY**

THIS LEASE made in duplicate this 1st day of May, A.D., 2019.

BETWEEN:

ANN-MOR PROPERTIES LTD., of Marion Bridge, in the Cape Breton Regional Municipality, Province of Nova Scotia

hereinafter called the "**LANDLORD**"

- and -

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

hereinafter called the "**TENANT**"

WITNESSETH that in consideration of the rents reserved and the covenants herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant the premises consisting of approximately **four thousand five hundred and forty five square feet (4545 sq. ft.)** located at 135 Commercial Street Lot 2018-1, Glace Bay, Cape Breton Regional Municipality, Province of Nova Scotia, more particularly described as PID 15409683, hereinafter called the "Premises"

TO HAVE AND TO HOLD the said premises with the appurtenances thereto during the term of **five (5) years** commencing on the 1st day of May, A.D., 2019, to and including the 31st day of April, A.D., 2024.

YIELDING AND PAYING THEREFORE unto the Landlord during the term granted the of **Six Thousand Four Hundred and Thirty Eight Dollars and Seventy Five Cents (\$6438.75)** per month plus applicable tax, commencing on the 1st day of May, 2019;

1. TENANT'S COVENANTS

The tenant hereby covenants with the Landlord as follows:

- 1.1 To pay the rent hereby reserved in the manner and on the days specified herein.
- 1.2 To pay, when due, any and all tax and license fees, including business occupancy tax, with respect to the occupancy of the demised premises or the business being carried on by the Tenant on the premises.
- 1.3 Not to use, or permit to be used, the premises for any noxious, noisome or offensive trade, business or activity nor to use the premises or permit them to be used for any purpose which may render the insurance on the premises void or voidable, or which might cause the premiums for such insurance to be increased beyond those normally applicable for the operation of the business by the Tenant for library space.

- 1.4 To keep the demised premises in good repair, reasonable wear and tear only accepted, and to deliver them up in such good condition on termination.
- 1.5 To keep and maintain adequate personal and occupiers liability insurance with a recognized insurance firm during the term hereof, and specifically to insure against glass breakage, damage caused by failure of the heating apparatus, and property damage. The Tenant shall insure their own contents in the premises.
- 1.6 To indemnify and save harmless the Landlord against all claims and demands made by any of invitees or occupants for injury or damage to such invitees or occupants occasioned by the neglect, default or misconduct of the Tenant, its agents, servants or assistants.
- 1.7 At the expiration of the term, to peaceably and quietly yield up and deliver possession of the premises to the Landlord.
- 1.8 To ensure compliance with zoning requirements, fire regulations, health department provisions and any and all other government regulations and by-laws for the demised premises with respect to the operation of the business of the Tenant.
- 1.9 To pay all charges for electricity, heating, water rates and other utility charges in connection with the demised premises and the Tenant's use thereof.

2. LANDLORD'S COVENANTS

- 2.1 The Tenant shall have quiet enjoyment of the premises without interference from the Landlord or those claiming under it
- 2.2 To pay all present and future real property taxes in respect of the said demised premises.
- 2.3 To insure the building against fire and vandalism.
- 2.4 To provide interior cleaning, janitorial and garbage removal services for the demised premises at no additional cost to the Tenant.
- 2.5 To provide snow removal services and salt and sand the ramps and walkways of the exterior of the premises at no additional cost to the Tenant.

3. PROVISIO

Provided always and it is hereby agreed as follows:

- 3.1 The Tenant shall not be permitted to conduct leasehold improvements to the said property during the term hereof without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant shall be entitled to remove permanent leasehold improvements or any permanent fixtures installed or as carried out during the term hereof. When the Tenant vacates the demised premises they shall do so such that the premises are as originally leased, reasonable wear and tear excepted.
- 3.2 The Tenant shall permit the Landlord and its agents at all reasonable times during daylight hours to enter and view the state of repair of the premises,

and whenever the premises or any part thereof have suffered damage and are in need of repair or replacement, such repair or replacement shall be effected as mutually agreed upon between the Landlord and the Tenant under the direction of, and to the satisfaction of the Landlord, and such repairs and replacements shall be paid for by the Tenant, but this shall not include any repairs or replacements made necessary by normal wear and tear.

- 3.3 The Tenant may not sublet, assign or transfer this Lease for the remaining term or any portion thereof, or to let or sublet all or any portion of the demised premises without the consent of the Landlord; such consent will not be unreasonably withheld.
- 3.4 In case the premises hereby demised be destroyed by fire, lightening or other casualty, act of God, or the Queen's enemies, or be incapable of repair or restoration with reasonable diligence within 90 (ninety) days of the happening of such destruction or damage; and, if the premises are incapable of being repaired or restored or rendered fit for the purposes of the Tenant's business within 90 (ninety) days of the happening of such destruction or damage, the Landlord shall forthwith proceed with such repair or restoration and carry them out without delay and the rent due hereunder shall be abated during the period the premises are unfit for occupation by the Tenant.
- 3.5 This Lease shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the Landlord and the Tenant.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)

[Redacted Signature]

ANN-MOR PROPERTIES LTD.

[Redacted Signature]
Per: Earl Morgan

[Redacted Signature]
Per: Ann Morgan

CAPE BRETON REGIONAL
MUNICIPALITY

[Redacted Signature]

[Redacted Signature]
Cecil B. Clarke - Mayor

[Redacted Signature]
Deborah Campbell Ryan - Clerk

**CANADA
PROVINCE OF NOVA SCOTIA
CAPE BRETON REGIONAL MUNICIPALITY**

THIS LEASE made in duplicate this ____ day of _____ A.D., 2024.

BETWEEN:

ANN-MOR PROPERTIES LTD., of Marion Bridge, in the Cape Breton Regional Municipality, Province of Nova Scotia

hereinafter called the “**LANDLORD**”

- and -

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

hereinafter called the “**TENANT**”

WITNESSETH that in consideration of the rents reserved and the covenants herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant the premises consisting of approximately **six thousand three hundred square feet (6300 sq. ft.)** located at 135 Commercial Street Lot 2018-1, Glace Bay, Cape Breton Regional Municipality, Province of Nova Scotia, more particularly described as PID 15409683, hereinafter called the “Premises”

TO HAVE AND TO HOLD the said premises with the appurtenances thereto during the term of **five (5) years** commencing on the 1st day of July, A.D., 2024, to and including the 30th day of June, A.D., 2029.

YIELDING AND PAYING THEREFORE unto the Landlord during the term granted rent at the monthly rates set out below, plus HST, commencing on the 1st day of July, 2024, and on the 1st day of every month thereafter during the term:

July 1, 2024 – June 30, 2025:	\$9450.00
July 1, 2025 – June 30, 2026:	\$9639.00
July 1, 2026 – June 30, 2027:	\$9831.78
July 1, 2027 – June 30, 2028:	\$10028.42
July 1, 2028 – June 30, 2029:	\$10228.98

Said month rent being calculated on the basis of the base rate of \$18.00 per square foot, increased by a 2% cost of living adjustment each year of this lease.

1. TENANT'S COVENANTS

The tenant hereby covenants with the Landlord as follows:

- 1.1 To pay the rent hereby reserved in the manner and on the days specified herein.
- 1.2 To pay, when due, any and all tax and license fees, including business occupancy tax, with respect to the occupancy of the demised premises or the business being carried on by the Tenant on the premises.
- 1.3 Not to use, or permit to be used, the premises for any noxious, noisesome or offensive trade, business or activity nor to use the premises or permit them to be used for any purpose which may render the insurance on the premises void or voidable, or which might cause the premiums for such insurance to be increased beyond those normally applicable for the operation of the business by the Tenant for library space.
- 1.4 To keep the demised premises in good repair, reasonable wear and tear only accepted, and to deliver them up in such good condition on termination.
- 1.5 To keep and maintain adequate personal and occupiers liability insurance with a recognized insurance firm during the term hereof, and specifically to insure against glass breakage, damage caused by failure of the heating apparatus, and property damage. The Tenant shall insure their own contents in the premises.
- 1.6 To indemnify and save harmless the Landlord against all claims and demands made by any of invitees or occupants for injury or damage to such invitees or occupants occasioned by the neglect, default or misconduct of the Tenant, its agents, servants or assistants.
- 1.7 At the expiration of the term, to peaceably and quietly yield up and deliver possession of the premises to the Landlord.
- 1.8 To ensure compliance with zoning requirements, fire regulations, health department provisions and any and all other government regulations and by-laws for the demised premises with respect to the operation of the business of the Tenant.
- 1.9 To pay all charges for electricity, heating, water rates and other utility charges in connection with the demised premises and the Tenant's use thereof.

- 1.10 The Tenant may opt to renew this Lease for an additional term of five (5) years upon giving 90 days' notice in writing to the Landlord, subject to negotiation of terms for the renewal.

2. LANDLORD'S COVENANTS

- 2.1 The Tenant shall have quiet enjoyment of the premises without interference from the Landlord or those claiming under it.
- 2.2 To pay all present and future real property taxes in respect of the said demised premises.
- 2.3 To insure the building against fire and vandalism.
- 2.4 To provide snow removal services and salt and sand the ramps and walkways of the exterior of the premises at no additional cost to the Tenant.

3. PROVISIO

Provided always and it is hereby agreed as follows:

- 3.1 The Tenant shall not be permitted to conduct leasehold improvements to the said property during the term hereof without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant shall be entitled to remove permanent leasehold improvements or any permanent fixtures installed or as carried out during the term hereof. When the Tenant vacates the demised premises they shall do so such that the premises are as originally leased, reasonable wear and tear excepted.
- 3.2 The Tenant shall permit the Landlord and its agents at all reasonable times during daylight hours to enter and view the state of repair of the premises, and whenever the premises or any part thereof have suffered damage and are in need of repair or replacement, such repair or replacement shall be effected as mutually agreed upon between the Landlord and the Tenant under the direction of, and to the satisfaction of the Landlord, and such repairs and replacements shall be paid for by the Tenant, but this shall not include any repairs or replacements made necessary by normal wear and tear.
- 3.3 The Tenant may not sublet, assign or transfer this Lease for the remaining term or any portion thereof, or to let or sublet all or any portion of the demised premises without the consent of the Landlord; such consent will not be unreasonably withheld.

- 3.4 In case the premises hereby demised be destroyed by fire, lightening or other casualty, act of God, or the Queen's enemies, or be incapable of repair or restoration with reasonable diligence within 90 (ninety) days of the happening of such destruction or damage; and, if the premises are incapable of being repaired or restored or rendered fit for the purposes of the Tenant's business within 90 (ninety) days of the happening of such destruction or damage, the Landlord shall forthwith proceed with such repair or restoration and carry them out without delay and the rent due hereunder shall be abated during the period the premises are unfit for occupation by the Tenant.
- 3.5 This Lease shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the Landlord and the Tenant.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first above written.

SIGNED, SEALED AND DELIVERED)	ANN-MOR PROPERTIES LTD.
in the presence of)	
)	
_____)	_____
)	Per: Earl Morgan
)	
)	
)	_____
)	Per: Ann Morgan
)	
)	CAPE BRETON REGIONAL
)	MUNICIPALITY
)	
)	
_____)	_____
)	Cecil P. Clarke - Mayor
)	
)	
)	_____
)	Christa Dicks - Clerk



Cape Breton Regional Municipality
320 Esplanade, Sydney NS

MEMO

Date: December 10, 2024

To: Mayor and Council

From: Demetri Kachafanas, K.C., Interim Chief Administrative Officer

Re: Equity and Anti-Racism Plan

Recommendation That Council:

Approve the issuance of an Expression of Interest to identify qualified persons to develop the municipal Equity and Anti-Racism Plan.

Background

Under the Dismantling Racism and Hate Act and the Accessibility Act, public sector organizations in Nova Scotia are legislatively required to develop municipal plans that align with the objectives of both Acts. Municipalities must have an approved Equity and Anti-Racism Plan in place by **April 1, 2025**. To streamline efforts, the province recommends an integrated approach to planning, allowing municipalities to create a single comprehensive plan that fulfills the requirements of both Acts. This unified plan would address Equity, Anti-Racism, and Accessibility in a cohesive framework.

Given that CBRM has an approved Accessibility Plan and are required to update it every three years, the approach for the development of this larger plan will be to update and include recommendations from the previous plan, so past efforts to enhance accessibility are preserved and expanded upon in the context of broader equity and anti-racism goals.

Rationale for Action

1. **Compliance with Legislation:** The plan is by legislation.
2. **Inclusive Community Development:** An updated plan will align with our municipal activities in ways that foster inclusivity and accessibility for all residents.
3. **Community Engagement:** Issuing an EOI will allow us to attract qualified persons who can facilitate community engagement and apply best practices to ensure the plan meets diverse needs.

Proposed Next Steps

1. **Approval to Issue an EOI:** Council approval is required to issue an EOI seeking consulting services. The consultant will assist in conducting a review of the existing plan, engaging stakeholders, and drafting a comprehensive update.
2. **Engagement Process:** Community members, particularly persons with disabilities, will be actively consulted to identify barriers and provide input on proposed solutions.
3. **Timeline:** The EOI will be issued immediately following Council approval, with the goal plan completion within the identified timelines.

Financial Implications

Funding for this initiative is within budget.

Respectfully submitted by:

Demetri Kachafanas, K.C.
Interim Chief Administrative Officer



A Community of Communities

Issue Paper

TO: *Mayor and Council*

December 10, 2024

RE: Growth and Renewal for Infrastructure Development – Project Application

Introduction

The Growth and Renewal for Infrastructure Development Program (GRID) supports investment in priority municipal infrastructure projects that address critical capacity issues, build more accessible and adaptable communities and enable the preservation and expansion of services to support housing.

The program was established as part of the renewed Service Exchange Agreement between the Province of Nova Scotia and the Municipalities. This partnership led to the creation of GRID, an application-based program, which supports provincial priorities and provides municipalities with increased flexibility in leveraging funding.

Funding

The Growth and Renewal for Infrastructure Development Program may fund up to 50% of eligible costs for each project. The applicant must demonstrate their ability to fund the remaining balance of the project through municipal and/or other funding sources. The projects must be completed by March 31, 2026.

Eligible Recipients

This program is available to Nova Scotia Municipalities and Villages. Funding priority will be given to shovel-ready projects that help communities address critical capacity issues, health and safety, expand services, build more accessible and adaptable communities, and projects that enable and/or preserve housing.

Eligible Projects

Eligible project categories include:

1. Water, Wastewater and Stormwater;
2. Climate Change Adaptation
3. Accessibility;

Proposed Projects

Below is a list of prioritized project recommendations based on the eligible project criteria, CBRM mayor and council supported projects, preliminary design/study reports, and identified infrastructure needs. Project funding details are attached.

- 1) Combined Road and Underground Infrastructure Projects across CBRM – These projects coordinate the underground infrastructure requirements with roadway requirements. Where necessary, they include water main and sewer main replacements, stormwater separation of inflow and infiltration, and roadway reconstruction.

Several of these projects are currently approved through the Municipal Capital Growth Program. The intent is to leverage additional funds and reduce the CBRM, Wastewater, and Water Utility funding contributions required to complete those projects.

- a. Cross Country Sewer – King Street (New Waterford)
 - b. Cromarty, South Bentinck, and Shandwick I&I (Sydney)
 - c. Church Street Infrastructure Upgrades (Sydney Mines)
 - d. Brookland Street Infrastructure Upgrades – Ph 1 (Glace Bay)
- 2) Hickman & Rosewood Box Culvert Upgrades (Glace Bay) - This project has been recommended through the Renwick Brook Flood Mitigation and Mapping Study. It is also approved through the Municipal Capital Growth Program. The intent is to leverage additional funds and reduce the CBRM, Wastewater, and Water Utility funding contributions required.
- 3) Valley Sewer Sub Sewershed 1-Inflow and Infiltration Study (Sydney) – This project has been recommended through the 2020 Valley Sewer Separation Study. Completing this study work will inform CBRM on how best to handle increased flows from this area and determine available capacity of the sewers to support housing development within this area. Studies of this nature allow CBRM to make more informed decisions and are valuable resources to support future capital funding applications.
- 4) Prime Brook Preliminary Design-Lower Reaches (Sydney) – This project was identified for replacement through the 2021 Prime Brook Floodplain Delineation & Watercourse Crossing Condition Assessment Study. Completing this preliminary design will reduce flood risks, both in the immediate area and the upstream area, by replacing undersized culverts in poor condition. Upon completion, CBRM will then be in position to apply for funding to have this work completed. Studies of this nature allow CBRM to make more informed decisions and are valuable resources to support future capital funding applications.
- 5) Active Transportation Projects – This project includes the following projects which are located in existing Transit service areas.
 - a. Active Transportation Plan Sidewalk Projects:
 - i. Towerview Place – Civic 50 to Alexandra

- ii. Young St – Borden to Victoria
- iii. Hospital St – Cabot to Centennial Rink
- iv. Argosy St – Borden to Victoria
- v. Brookdale St Manse to Victoria
- vi. Westmount Rd – College to Fairhaven
- vii. Keltic Dr – Bridge to Existing
- viii. Baird St – King to Holic
- b. Pedestrian Safety Improvement Projects:
 - i. Kings Rd Sidewalk – Greenhill to Parkwood
 - ii. Grand Lake Rd (Yolanda Dr to Bus Stop)
 - iii. Victoria Road Rectangular Rapid Flashing Beacons

The project funding is provided on the attached table. The project estimates are as follows:

Total Project Costs (2025-2026) -	\$10,726,000
Federal Funding (ICIP) -	\$501,500
Provincial Funding (MCGP) -	\$1,950,000
Provincial Funding (GRID) -	\$5,363,000
CBRM Funding -	\$525,000
Water Utility Funding -	\$1,428,500
CBRM Wastewater Funding -	\$958,000

Recommendation:

It is recommended that:

“CBRM Mayor and Council approve the application to the Growth and Renewal for Infrastructure Development Program (GRID), for the above identified projects as presented.”

Respectfully submitted:

Wayne MacDonald, P.Eng.
Director of Engineering and Public Works

<u>Priority</u>	<u>Project Title</u>
-----------------	----------------------

CCA - Climate Change Adaptation
WWS - Water, Wastewater and Stormwater
ACC - Accessibility



Clerk's Office

M·E·M·O

320 Esplanade

Sydney, Nova Scotia, B1P 7B9

902-563-5010

To: Wayne MacDonald, Direct of Engineering & Public Works
From: Deborah Campbell Ryan, Municipal Clerk
Date: June 11, 2020
Subject: CBRM Capital Priorities 2021-2025 – Federal/Provincial Stimulus Priorities

At the Council meeting on June 11, 2020, the following motion was passed:

Motion:

Moved by Councillor George MacDonald, seconded by Councillor Eldon MacDonald, to approve the CBRM Capital Priorities 2021-2025 Federal/Provincial Stimulus Priorities revised list and authorize application being made by the CBRM on behalf of the Municipality or community partners as opportunities arise.

Motion Carried.

I would ask that you please take the action noted in the above motion.

Thank you.



Deborah Campbell Ryan
Municipal Clerk

/tcn

C: Mayor Cecil P. Clarke
Marie Walsh, Chief Administrative Officer
Jennifer Campbell, Chief Financial Officer

CBRM Capital Priorities 2021 to 2025 – Federal/Provincial Stimulus Priorities

Federal/Provincial Infrastructure Programs (\$100 Million)

\$21.5 mil Arterial/Collector Roads (Tender Ready)
\$30.0 mil Local Roads (Tender Ready)
\$36.7 mil ICIP Underground Infrastructure (Tender Ready for 2021)
\$3.0 mil Large Roadway Culverts (\$1mil ready for 2021)
\$10.0 mil Sidewalks (Tender Ready)
\$2.5 mil Stone Revetments (Tender Ready)

Outstanding Fed/Provincial Wastewater Regulator Compliance Projects (\$450 Million)

Northside Facility (\$158 Million)

\$79.0 mil 1 new Treatment Plant
\$50.0 mil 13 new Lift Stations & 22 kilometers of pipe
\$29.0 mil significant upgrades
(completes compliance requirements for Sydney Harbour)

Remaining Facilities (New Waterford/Louisbourg/Donkin/New Victoria/Battery Point) (\$232 Million)

Additional Wastewater System Upgrades Central Division (\$60 Million)

Inflow/Infiltration Reduction Program (CBRM Wide) - (\$10 Million)

Transit (\$55 Million)

\$12.0 mil EV (Electrification) Bus Pilot Project
\$16.0 mil new Transit depot/maintenance facility
\$27.0 mil Handi-Trans/rolling stock/community Transit infrastructure/Transit Hubs 2021 - 2025

FLEET (\$45 Million)

\$10.0 mil CBRM Fleet Electrification Plan 2020 - 2030 Phase 1
\$15.0 mil CBRM Fleet Maintenance Facility
\$20.0 mil EPW Fleet Replacement Program 2021-2025

Solid Waste (\$5 Million)

\$2.5 mil Transfer Station Upgrades

\$2.5 mil CBRM Post 2025 Construction & Demolition Landfill Expansion

Community Infrastructure

\$17.0 mil Centre 200 Revitalization/expansion

\$26.0 mil New Central Library

\$16.0 mil Mainstreet Program (Major projects: Charlotte St. Sydney \$6 mil, Commercial St. Glace Bay, Commercial St. North Sydney)

\$5.0 mil New Fire Station #1/NSCC Trades Facility Re-purposing

\$15.0 mil Sydney Downtown Parkade (NSCC parking pressure of 250+vehicles)

\$TBD mil District Energy Project for Sydney Waterfront Complexes (Provincially-led process)

\$0.5 mil City Hall Glass Replacement

\$1.0 mil City Hall HVAC System Replacement (likely tied to District Energy Program)

\$0.4 mil CBRP Headquarters Uninterrupted Power Supply

\$500,000 CBRM Wide Wayfinding/Community Signage Program/CBRM Branding

\$500,000 EMO Emergency Generator Program

\$1.0 mil Parks, sports fields, recreational site rehabilitation and upgrades

\$10 mil CBRM Building Rehabilitation Program 2021-2025

\$1.0 mil Hawks Dream Field, Dominion

\$2.0 mil Community Energy Efficiency Upgrades

\$2.0 mil Active Transportation/Active Communities Plan

Community-based Projects

\$ Atlantic Memorial Park, Sydney Mines

\$ Victory Park, North Sydney

\$ S&L Railway Museum, Louisbourg

\$ Gateways to Opportunities/George D. Lewis School, Louisbourg

\$ Louisbourg Playhouse, Louisbourg

\$250,000 Community Broadband Projects

\$10.0 mil Accessibility Legislative Compliance Initiatives

\$0.3 mil Municipal Grant Applications (Capital Projects)

Issue Paper

TO: *Mayor and Council*

December 10, 2024

RE: Canada Housing Infrastructure Fund (CHIF) - Project Application Tartan Downs

Introduction

Announced in Budget 2024, the Canada Housing Infrastructure Fund (CHIF) is a \$6 billion dollar fund that aims to accelerate new construction, rehabilitation and expansion of housing-enabling drinking water, wastewater, stormwater, and solid waste infrastructure, directly supporting the creation of new housing supply and improved densification.

Funding

CHIF is delivered through two funding streams:

1. **Direct Delivery Stream:** \$1 billion over 8 years to be delivered by Housing, Infrastructure and Communities Canada (HICC). Funding is available directly to municipalities and other [eligible recipients](#); and
2. **Provincial and Territorial Agreement Stream:** \$5 billion over 10 years to be delivered by the provinces and territories.

Eligible Recipients

This program is available to Nova Scotia Municipalities and Regional Governments, as well as other applicant types. In situations where multiple eligible applicants are working together, **one lead applicant** must be identified. The lead applicant will enter into the funding agreement with Housing, Infrastructure and Communities Canada (HICC) and will be responsible for implementation of the project.

Discussion

In 2023, CBRM Mayor and Council successfully applied to the Housing Accelerator Fund (HAF), through the Canada Mortgage and Housing Corporation (CMHC). Subject to meeting specific housing targets and implementing initiatives over the next 3 years, the Municipality is in line to receive up to \$11,380,000.00 dollars in funding to help get more residential units built faster in CBRM. The Tartan Downs Housing Development is approved to receive \$5.4 million dollars, representing a significant portion of the allocation under the fund, for the development of required infrastructure. The Tartan Downs Development is being led by the Urban Neighbourhood Development Association (UNDA). Currently, UNDA is reporting a project shortfall of approximately \$7.2 million dollars.

CBRM has been requested to partner with UNDA, and apply through the first stream of the CHIF fund (Direct Delivery Stream) to acquire additional funding for the development and lessen the current shortfall. As stacking of funds is permitted, the previously approved HAF funding would be stacked with CHIF funds to further leverage the required funding for the required infrastructure. The funds sought would be for Phase 1 of the development, which includes plans for the construction of 145 new residential units.

Recommendation:

It is recommended that CBRM Council direct the Chief Administrative Officer (CAO) to direct staff to:

Proceed with an application to the Direct Delivery Stream of the Canada Housing Infrastructure Fund (CHIF), as the lead in a partnership application with the Urban Neighbourhood Development Association (UNDA) for the proposed Tartan Downs Development as presented.

Respectfully submitted:

Wayne MacDonald, P.Eng.
Director of Engineering and Public Works



A Community of Communities

Issue Paper

TO: *Mayor and Council*

December 10, 2024

RE: Canada Housing Infrastructure Fund (CHIF) – Water Utility Application

Issue

The Water Utility seeks council approval to apply for funding under the Canada Housing and Infrastructure Fund (CHIF) to support upgrades to its water systems. This funding opportunity aligns with the Water Utility's mission to deliver reliable and efficient services while maintaining affordable water rates for residents.

Background

The Canada Housing and Infrastructure Fund (CHIF) is a federal program aimed at addressing critical infrastructure needs, including water system improvements. The Water Utility proposes to utilize this funding to advance the replacement of aging infrastructure, ensuring long-term service reliability and resilience.

The project costs will be partially covered by CHIF funding, which will allow the Water Utility to redirect existing resources to other priority projects without increasing water rates. This ensures that the financial burden on ratepayers remains stable while enabling the utility to address additional infrastructure needs proactively.

Financial Implications

The CHIF program could fund up to 40% of eligible expenditures. The remaining costs will be covered by the Water Utility's budget, supported by current water rates.

Key Points:

- There will be no impact on current water rates as the Water Utility's existing financial resources adequately support the allocation for this project.
- If awarded, CHIF funding will free up utility funds, which can then be reallocated to additional infrastructure improvement projects.

Approval to apply for the CHIF does not commit the Municipality or the Water Utility to proceed with any projects until final approval is received from council and the UARB.

Recommendation

That council approve the Water Utility's application to the Canada Housing and Infrastructure Fund (CHIF) for infrastructure upgrades. If awarded, a detailed financial and operational plan

will be submitted to Council and the UARB for final project approval and funding allocation adjustments.

Action Required

Council motion to:

1. Authorize the Water Utility to apply to the Canada Housing and Infrastructure Fund by the deadline of March 31, 2025.

Respectfully submitted:

Raymond Boudreau, P.Eng.
Director of Water and Wastewater

Issue Paper

TO: Mayor and Council

December 10, 2024

RE: Funding Agreement – Nova Scotia Nature Agreement

Issue

The Water Utility seeks council approval to enter into a funding agreement with the Province of NS to facilitate the purchase of lands within public watersheds. This initiative supports the long-term protection of water quality and watershed sustainability.

Background

Protecting water quality through strategic land acquisition in watersheds is a priority for the Water Utility and is consistent with Council Policy LU-87 of the Municipal Planning Strategy. Acquiring these lands mitigates risks from land-use changes, supports long-term watershed management, and ensures a sustainable water supply for future generations.

The proposed funding agreement enables these acquisitions without impacting current water rates. This approach leverages existing resources within the Water Utility's budget while advancing council's policy objectives.

Financial Implications

Nova Scotia Environment and Climate Change (NSECC) through the Nova Scotia Nature Agreement agrees to fund up to \$540,000 of eligible expenditures over two fiscal years 2024/25 and 2025/26. The remaining costs will be covered by the Water Utility's budget, supported by current water rates.

Key Points:

- There will be no impact on current water rates as the Water Utility's existing financial resources adequately support this initiative.
- The required Utility and Review Board approval under s. 35 of the Public Utilities Act has been received.
- Each potential land purchase will be evaluated on its alignment with watershed protection goals and presented to council for approval before finalizing a Purchase and Sale Agreement.

Recommendation

That council approve the Water Utility request to enter into the funding agreement for the acquisition of watershed lands. For each identified parcel, the Water Utility will return to council with detailed information and seek approval before proceeding with a Purchase and Sale Agreement.

Action Required

Council motion to:

1. Approve the Water Utility to enter into the funding agreement for land acquisition in public watersheds.
2. Direct the Water Utility to return to council with details about specific parcels and seek council approval prior to executing any Purchase and Sale Agreements.

Respectfully submitted:

Raymond Boudreau, P.Eng.
Director of Water and Wastewater



MEMO

Date: December 10, 2024
To: Mayor and Council
From: Chief Mark Bettens
Re: Self-Contained Breathing Apparatus

Recommendation That Council:

Approve the renewal of the contract to replace self-contained breathing apparatus.

Purpose:

The purpose of this memo and presentation is to provide Council with an overview of the current state of the self-contained breathing apparatus (SCBA) used by Fire and Emergency Services and to outline the need for investment in the replacement and/or upgrade of this critical equipment.

Background:

SCBAs are essential safety tools that provide breathable air to firefighters operating in hazardous conditions, such as fires, chemical spills, and confined spaces. The current inventory of SCBA equipment used by our local firefighters are nearing or exceeding their recommended lifespan, and may no longer meet updated safety standards set by the National Fire Protection Association (NFPA) or similar regulatory bodies.

Rationale for Action:

Safety and Compliance: Aging equipment poses risks to firefighter safety and may fail to meet current certification standards.

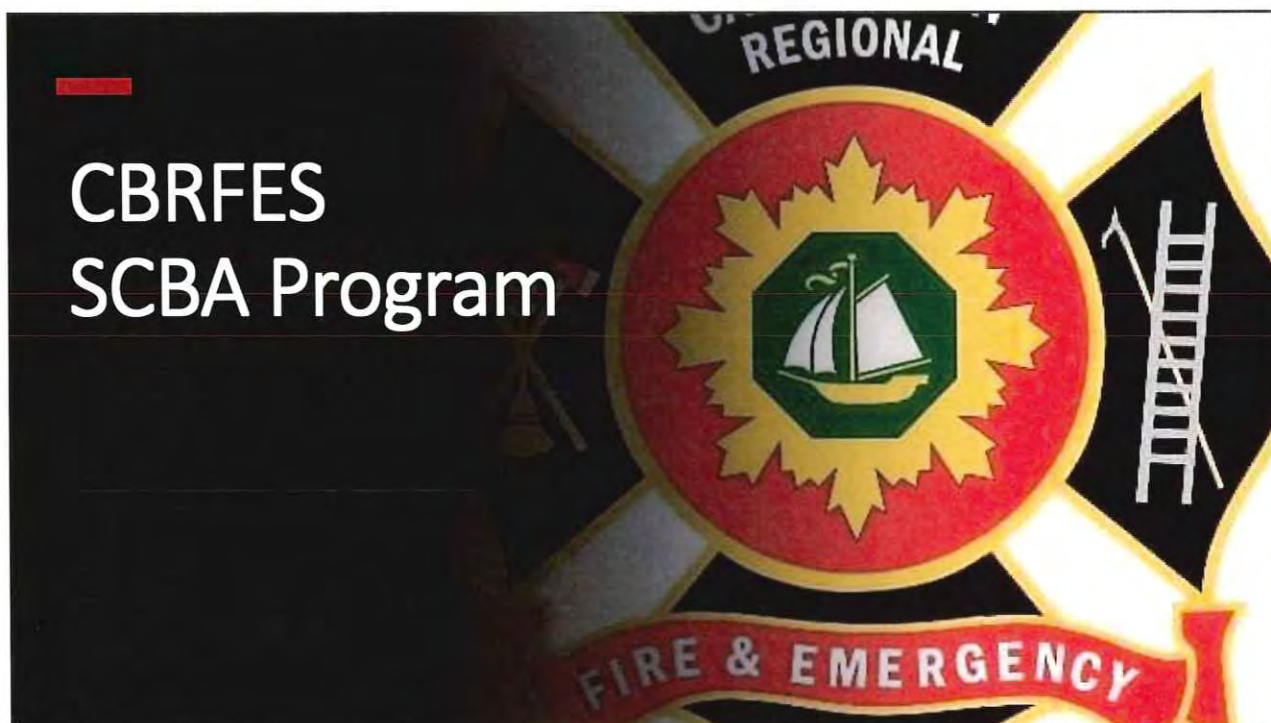
Operational Effectiveness: Modern SCBAs offer improved technology, lighter designs, and enhanced features such as integrated communication systems, improving response capabilities.

Budget Considerations: A planned replacement strategy minimizes unexpected costs due to equipment failure and aligns with our financial forecasting.

Respectfully submitted by:

ORIGINAL SIGNED BY

Chief Mark Bettens
Cape Breton Regional Fire and Emergency Services



1



2

Introduction

The CBRFES SCBA program will modernize and standardize our fleet of SCBA throughout CBRM.

This program will also ensure that the necessary maintenance and inspections of SCBA are completed as required.



3



Introduction

It is universally recognized that conditions present during a structural fire create an IDLH atmosphere.

4

Introduction

SCBA is one of the most important components of your PPE.

Properly worn, maintained, and inspected respiratory protection equipment is required to prevent you from being exposed to airborne hazards.



5

Our Shared Responsibility

As Chief, you are responsible to ensure that loss of life, property or injury from fire is prevented or minimized.



6

Equipment Provided Under the Program

- ✓ MSA G1 4500 psi SCBA
- ✓ G1 Facepiece per unit.
- ✓ Two 4500 PSI cylinders per unit.
- ✓ Charging station for rechargeable battery packs.
- ✓ Spare batteries per station.



7



Advantages to Fire Services

CBRFES SCBA Program

8



 A close-up photograph of an MSA (Mine Safety Appliances) SCBA (Self-Contained Breathing Apparatus) unit. The unit is black with green and white straps. A digital display and a pressure gauge are visible on the front. The MSA logo is prominently displayed on the top.

Advantages for Fire Services

Complete service changeover to modern SCBA that meets or exceeds current code requirements.

- Integrated PASS.
- 4500 PSI bottles.
- HUD.
- Bluetooth capabilities.

9


 A photograph showing firefighters at a scene of a large fire. A fire truck with an extended ladder is positioned next to a building that is heavily on fire. Firefighters are visible on the ladder and on the ground, working to contain the blaze. The scene is filled with bright orange flames and thick smoke.

Advantages for Fire Services

CBRFES wide SCBA compatibility.

- Equipment compatibility between CBRM mutual aide partners.
- The Tactical Support unit will carry spare packs, cylinders, and onsite fill station for use during large incidents.

10



Advantages for Fire Services

Reduced liability associated with equipment maintenance and inspection.

- All SCBA within your department will meet today's codes.
- Reduced firefighter errors. Rather than a "mixed bag", all SCBA will be the same make and model.
- All SCBA will be included in the MSA service program.

11

Advantages for Fire Services

MSA Reps will provide on site training and fit testing.

Access to MSA-U for online training on a variety of SCBA topics.

G1 SCBA - Care & Use



Course Information
Type: Online
0.00 USD

[Course Details](#) [Online Content](#)

Description

G1 SCBA - Care & Use

Product Information

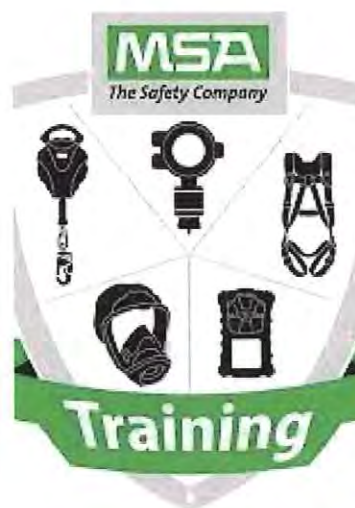
MSA's product expert introduces this new addition to the Fire to rappel to safety should they become trapped in a building

Market: Chemical, Clean Labs, Electric Utility, Fire Fighting, N

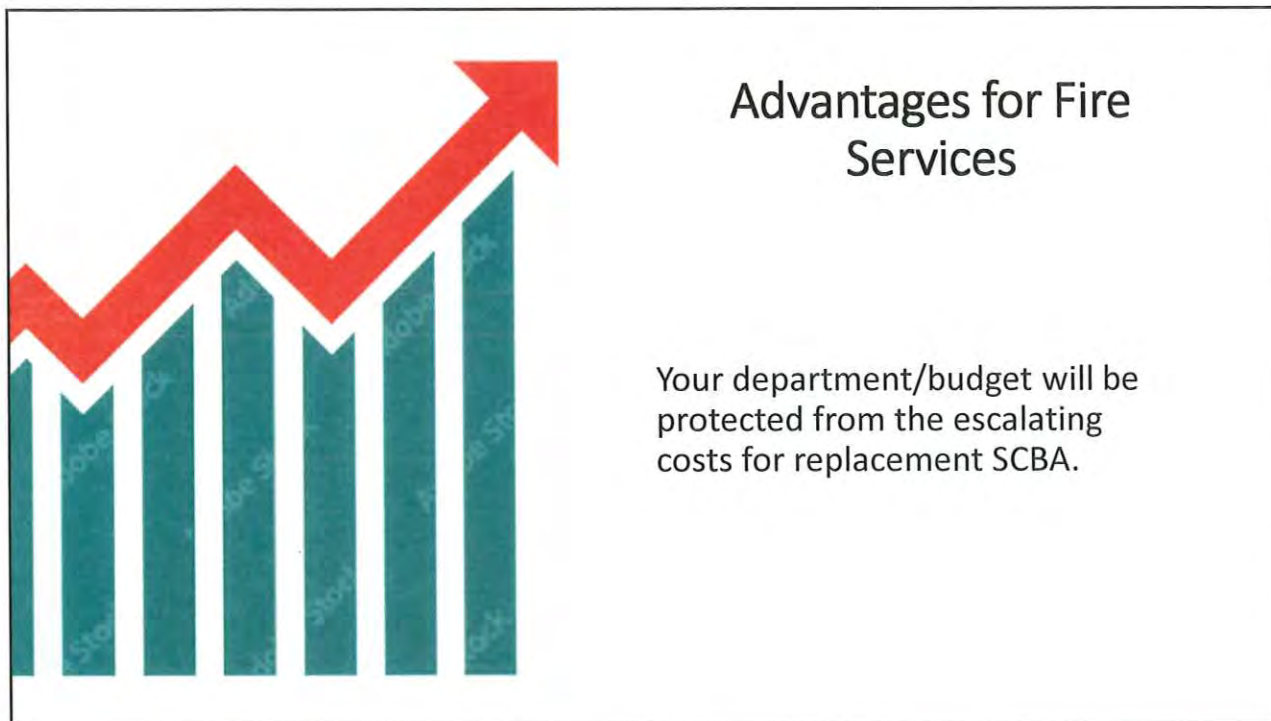
Product Group: Supplied Air Respirators

You must watch the entire video before you can take the test 80%.

[Course Information](#)



12



13

Advantages for the Fire Service

Reduced downtime when an SCBA is damaged or malfunctions.

Replacement SCBA will be available should a unit be removed from service for repair.



14

Advantages for Fire Services

New firefighters will be trained using the same make and model of SCBA utilized throughout the CBRFES.



15



Responsibilities of Department

CBRFES SCBA Program

16

7 Steps to Clean Firefighting SCBA

MSA
The Safety Company

The entire fire service industry recognizes that soiled or contaminated protective gear can expose firefighters to toxic substances, spread communicable disease, absorb heat, conduct electricity, and can be flammable. In short, clean PPE can help keep you safe.

NFPA 1851 recommends the user to evaluate PPE after each use to determine the appropriate cleaning level. This includes minimum time for cleaning at the scene and an advanced cleaning at least once a year or whenever on-scene cleaning is not sufficient, there are seven steps to avoid in cleaning your SCBA.

1. CLEAN BEFORE YOU LEAVE THE SCENE

Remain on air if possible during on-scene cleaning. Gently brush or lightly sponge off SCBA with mild detergent solution to remove the large, gross contaminants following overhead and floor with a low pressure hose. This on-scene cleaning greatly reduces the amount of particles you take into the rig and the firehouse bag. If an on-scene cleaning does not do the job, the SCBA requires an advanced cleaning.

NOTE: Steps 1 constitutes an on-scene cleaning that should be done at the scene. Steps 2 through 7 constitute an advanced cleaning done at least once a year or when on-scene cleaning is not sufficient.

2. INSPECT

Wear exam gloves and eye protection during this process. Note any physical damage that will need to be addressed before the SCBA is returned to service.

3. WASH

For normal cleaning, use a soft sponge or bristle brush with warm water to remove surface dirt on the exterior of the SCBA, and then rinse thoroughly. Be sure to clean the following components of the SCBA:

1. Harness, including straps and buckles.
2. Carrier, including band and latch assembly.
3. Cylinder, including handwheel and gauge.
4. Pressure reducer, including ball and coupling connection, and 5. Control, Power, Battery and Speaker Modules.

4. RE-INSPECT

Once the SCBA has been through the cleaning process, inspect again and if not clear, repeat Step 3.

5. DRYING

Dry the SCBA in an area with good ventilation, never dry in direct sunlight. SCBA should never be machine dried using equipment that produces mechanical action by tumbling or agitation. It is imperative that the SCBA be allowed to thoroughly dry before returning to service.

6. STORAGE

Store clean SCBA in a dry, well-ventilated area out of direct sunlight and away from infrared light sources, which can also produce harmful UV rays. Do not store in extreme heat or cold temperatures.

7. INSPECTION & TESTING

Remember to perform all inspection and functional testing of the SCBA before returning the unit to service.

ONLINE RESOURCES

MSAfire.com | PPE101.com | NFPA.org

Host Department Responsibilities

- ✓ Routine equipment checks.
- ✓ Routine cleaning of SCBA following use.
- ✓ Report problems or damage to SCBA so that prompt repair/replacement can be initiated.

17



18



STAFF REPORT

TO: Members of Council

PREPARED BY: Bruce MacDonald, Manager of Emergency Management

APPROVED BY: Mark Bettens, Chief

DATE: December 10th, 2024

SUBJECT: CBRM Designated Comfort Centres and Memorandum of Understanding

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 content of this staff report, regarding the operation of CBRM designated comfort centres and the associated Memorandum of Understanding, between the CBRM and partner organizations be adopted in full.

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 locations 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 the issue paper and the NSEMO Comfort Centre Guidelines. Groups offering this service are encouraged to train volunteers and follow all public health and safety standards for food handling, safe drinking water, and preventing the spread of communicable diseases.

¹ NSEMO *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:

Emergency Preparedness, the Role of the Public Before an Emergency

When it comes to emergency preparedness and emergency management, we all have a role to play³.

In Canada as a whole, individuals and families are encouraged to be prepared to take care of themselves for a minimum of 72 hours during an emergency. Individuals and families should also understand the basic principles of first aid and safety.

Following an emergency, it may take some time for your utilities to be restored, or for emergency workers to reach you if assistance is required.

NSEMO Comfort Centre Guidelines Dated December 12, 2022

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

The NSEMO document provides general guidelines for operating municipal comfort centres. The guidelines are not intended to address comfort centres that are operated by community organizations that choose to offer refreshments, meals, and other services outside of municipally identified or approved comfort centres.

The NSEMO guidelines stipulate municipalities are responsible for the cost of operating comfort centres, what services they will offer, and that measures are taken to operate them safely.

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.

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

³ Government of Canada (2023) *Get Prepared: Before an Emergency* <https://www.getprepared.gc.ca/cnt/hzd/bfr-en.aspx>

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 will be assessed for the following:

- 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.

Comfort centres not operated by the Municipality may be opened and operated by community groups without requiring the approval of CBRM, however these centres may not be pre-assessed for suitability to meet the requirements of CBRM designated facilities.

The current list of designated comfort centres is comprised of CBRM owned locations or organizations under the broader CBRM umbrella, i.e. volunteer fire departments registered with CBRM to provide services on behalf of the municipality. Under the *NSEMO Comfort Centre Guidelines*, municipalities should sign a Memorandum of Understanding (MOU) with the organization that owns the comfort centre location⁴, (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.

⁴ NSEMO Comfort Centre Guidelines (2022) Section - Planning

Designated comfort centres may not open immediately following an event, until it is considered reasonably safe to travel, and upon determining the areas of greatest need. Community members are encouraged to be prepared for sheltering in home for 72 hours during and following an emergency.

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 following options are recommended in relation to the operation of CBRM designated comfort centres:

1. General public messaging be adopted as follows:

All residents are encouraged to practice personal emergency preparedness, and to be prepared to be self-sufficient for a minimum of 72 hours. Designated comfort centres do not open for operation when it may be unsafe for residents and volunteers to travel. Know the risks, make a plan, and build an emergency kit to help support yourself, your family, and your pets following an emergency.

2. In lieu of specific guidelines on the distribution of municipal comfort centres, the following recommended criteria be adopted for the distribution of designated comfort centres within CBRM:
 - a) One location per major population area.
 - b) Additional locations may be required to support large population centres, or areas frequently affected by long duration outages.
 - c) General goal of providing broad geographical distribution of designated comfort centre locations throughout CBRM.
3. The suitability and safety of a facility identified as a location for a designated CBRM comfort centre will be assessed, followed by the negotiation of a Memorandum of Understanding (MOU)⁵ with the provider organization.

⁵ Refer to Option (5) for additional information pertaining to the Memorandum of Understanding

4. Community organizations interested in providing support as a designated CBRM comfort centre, and are located in areas where additional support is needed, will participate in the assessment and an approval process as coordinated through CBRM EMO.
5. In accordance with CBRM Emergency Management by-law E-100, an agreement in the form of a Memorandum of Understanding (MOU) will be negotiated with suitable organizations offering to support the community during an emergency as a designated CBRM comfort centre.

A standardized MOU templated attached in Annex 1 of this document was previously reviewed by the CBRM Solicitor and is included for Council's consideration and approval. The MOU template outlines the activation, deactivation, each party's responsibilities, and the process for the provider to be reimbursed for reasonable costs incurred when a comfort centre is activated in accordance with the agreement.

6. Reasonable cost recoveries be provided for costs incurred by the organization when activated upon the request of CBRM EMO. Reasonable costs include the provision of light refreshments such as coffee, tea, water, and snacks. In lieu of receipts provided by the organization, a per diem will be provided at a rate established by the CBRM EMO.
7. The estimated per day generator fuel costs will be reimbursed for each day a facility is activated upon the request of CBRM as a designated comfort centre. Estimated fuel costs will be based on the generator manufacturer's specifications for fuel consumption of the generator running at ½ load and the current per litre price for the fuel type.
8. Additional costs identified by a partner organization may be considered by CBRM EMO on a case-by-case basis, and may require supplementary review, agreements, approvals, and funding.

Any costs to utilize a non-CBRM owned location as a designated comfort centre, beyond the typical reasonable cost recoveries associated with supplies and generator fuel, fall outside of the general Memorandum of Understanding.

9. Hours and dates of operation for a CBRM designated comfort centre will be determined by CBRM EMO in consultation with the provider upon any request for activation. Communications to the public regarding designated comfort centre locations, dates and hours of operation, and any limitations or expanded services at a site will be coordinated through CBRM EMO.

Additional background - The availability of volunteers to operate a comfort centre may be situation dependant. Rather than a general assumption that help will be available at

every designated comfort centre; locations, dates, and hours of operation will be communicated by such means to make known to the people of the area affected. Any additional limitations for a designated location will be communicated by the same means (i.e., limitations with accessibility).

FINANCIAL CONSIDERATIONS:

Additional funding be allocated to 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.

RISK CONSIDERATION:

Recent events within CBRM and the Province of Nova Scotia have reenforced the need for a more 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, the input of career and volunteer fire departments was sought and was utilized to inform the findings of this report. Input was requested through the distribution of a *Fire Department Comfort Centre Support Questionnaire*. Additional information was gathered from attendees at EMO meetings held at various CBRM locations, and through follow-up phone calls.

Original signed by,

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

ATTACHEMENT

Annex 1 DRAFT Memorandum of Understanding

Memorandum of Understanding

DRAFT

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

Between

Cape Breton Regional Municipality

and

The Facility Name

1. PREAMBLE

- 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 Name of group or individual as the authorized representative of Facility Name located at Address 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. *Facility Name*

- 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 Facility Name

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

Signature

Signature

Name (Print)

Name (Print)

Date

Date



MEMO **CBRM**

A Community of Communities

Cape Breton Regional Municipality

Date: December 10, 2024

To: Mayor and Council

From: Demetri Kachafanas, K.C., Interim Chief Administrative Officer

Re: Acquisition of Land

Recommendation:

That Council authorize the Interim CAO to proceed with the purchase and acquisition of land adjacent to C200 as negotiated.

Background:

At the direction of Council, the previous CAO was tasked with negotiating the purchase of a property identified as strategic for future municipal initiatives, including potential uses such as expansion, the development of a transit hub, or other community infrastructure.

Update:

Negotiations with the property owner have been successfully concluded, and an agreement has been reached to purchase the property for \$300,000, which is within the amounts previously agreed upon by Council.

Strategic Importance

The acquisition of this property is critical to advancing Council's strategic goals. The site offers:

- **Expansion Potential:** Opportunities for municipal growth and service enhancements.
- **Transit and Accessibility:** Potential to develop a transit hub, improving connectivity for residents.

- **Future Flexibility:** Space for future projects that align with community needs and long-term planning.

Respectfully submitted by:

Demetri Kachafanas, K.C.
Interim Chief Administrative Officer

