



# **Cape Breton Regional Municipality**

## Council Meeting Agenda

Tuesday, June 10, 2025  
2:00 p.m.

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

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**Land Acknowledgement****Roll Call****O' Canada****1. Approval of Agenda:** (Motion required)**2. Approval of Minutes:** (Previously circulated)

- Special Council – February 18, 2025 (For ratification)
- Council – April 8, 2025 (For ratification)
- Special Council – May 1, 2025

**3. Proclamations and Resolutions****3.1 Davis Day**

To be circulated prior to meeting.

**3.2 National Green Building Day**

Councillor Steven MacNeil (See page 6)

**4. Public Hearing – Scheduled for 6:00 p.m.****4.1 Request for Street Closure – Portion of an Undeveloped Road Reserve (PID 15716020) Off Dalton Lane, Sydney:**

Sheila Kolanko, Property Manager (See page 7)

**5. Planning Issues****5.1 Appeal of Site Plan Approval at PID 15287386**

**(Reservoir Road, Sydney:** Demetri Kachafanas, KC, Chief Administrative Officer (See page 11)

**6. Business Arising**

**6.1 Request for Municipal Heritage Registration – 5 Court Street / 312 Commercial Street, North Sydney:** Karen Neville, Heritage Officer / Senior Planner (See page 36)

**6.2 Request for Municipal Heritage Registration – Bethel Presbyterian Church (9 Brookland Street, Sydney):** Karen Neville, Heritage Officer / Senior Planner (See page 85)

**6.3 Compost Facility Future Planning:** John Phalen, Director of Public Works (See page 103)

**6.4 Operation of our Solid Waste Recycling Facility:** John Phalen, Director of Public Works (See page 106)

**6.5 Extended Producer Responsibility - Collection of Recyclables:** John Phalen, Director of Public Works (See page 109)

**6.6 Main-a-Dieu Community Development Association / Coastal Discovery Centre Lease Renewal:** Demetri Kachafanas, KC, Chief Administrative Officer (See page 113)

**6.7 Station 23 Glace Bay Budget Error:** Mark Bettens, Fire Chief and Director of Fire and Emergency Services (See page 124)

**6.8 Fleet Replacement:** Craig MacNeil, Fire Deputy Chief (See page 126)

**6.9 Exploration of Amendments to Planning Documents Related to Single Access Communities and Subdivisions:** Councillor Steve Parsons (See page 170)

**6.10 Open Air Burning Bylaw (B-400):** Councillor Earlene MacMullin (See page 172)

**6.11 Cape Breton Regional Municipality Burning Bylaw B400:** Councillor Dave MacKeigan (See page 174)

**6.12 Discarded Needles:**

Councillor Gordon Macdonald (See page 176)

**6.13 CAO Performance Evaluation Policy and Committee:**

Christa Dicks, Municipal Clerk (See page 178)

**6.14 Administration of Policies, Procedures and Guidelines**

**Policy:** Christa Dicks, Municipal Clerk (See page 184)

**7. Council Agenda Requests**

**7.1 Review of CBRM Fire Services:** Councillor Gordon MacDonald (See page 197)

**7.2 Catalone Lake Restoration:** Councillor Steven MacNeil (See page 198)

**7.3 Donkin Mine Noise:** Councillor Steven MacNeil (See page 199)

**8. Correspondence**

**8.1 Rod Beresford – Paging Protocol for Possible or Working Structure Fires** (See page 200)

**9. In Camera**

**9.1 Contract Update:** Robert Sampson, KC, Solicitor  
To be circulated prior to meeting.

(Per Section 22(2)(e) and 22(2)(g) of the *Municipal Government Act*.)

**Adjournment**



## RESOLUTION

### *National Green Building Day*

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**WHEREAS:**

National Green Building Day is observed annually on the first Wednesday in June to raise awareness and support for sustainable building practices across Canada; and

**WHEREAS:**

this day coincides with National Environment Week, reinforcing the importance of environmental responsibility, climate resiliency, and sustainable development in our communities; and

**WHEREAS:**

Built Green Canada and other organizations are leading efforts to encourage builders, municipalities, and industry leaders to go beyond code requirements and certify their projects through third-party programs such as BUILT GREEN®, ENERGY STAR, EnerGuide, and LEED; and

**WHEREAS:**

June 4<sup>th</sup> was an opportunity to acknowledge the leadership of local builders and champions within our community who are advancing sustainability in the built environment.

**BE IT THEREFORE  
RESOLVED:**

that CBRM Mayor Cecil P. Clarke and Council will use this occasion to highlight the efforts of local sustainable builders, promote the benefits of green building practices, and encourage public engagement and awareness through communication channels, partnerships, and community initiatives.

*Councillor Steven MacNeil - CBRM District #8*

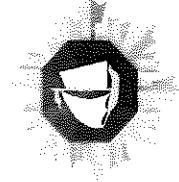
**June 10, 2025**

**Request for Street Closure Portion of an Undeveloped Road Reserve  
(PID 15716020) Off Dalton Lane, Sydney (District 12)**

**Motion**

Moved by Councillor Sheppard-Campbell, seconded by Councillor Paruch, to direct the legal department to initiate the process for a formal street closure and hold a public hearing pursuant to the MGA in relation to that portion of the undeveloped road reserve lying north of Dalton's Lane with the intention of deeming that portion surplus and a portion sold to the applicants to resolve the applicant's encroachment issues on the municipal property identified herein.

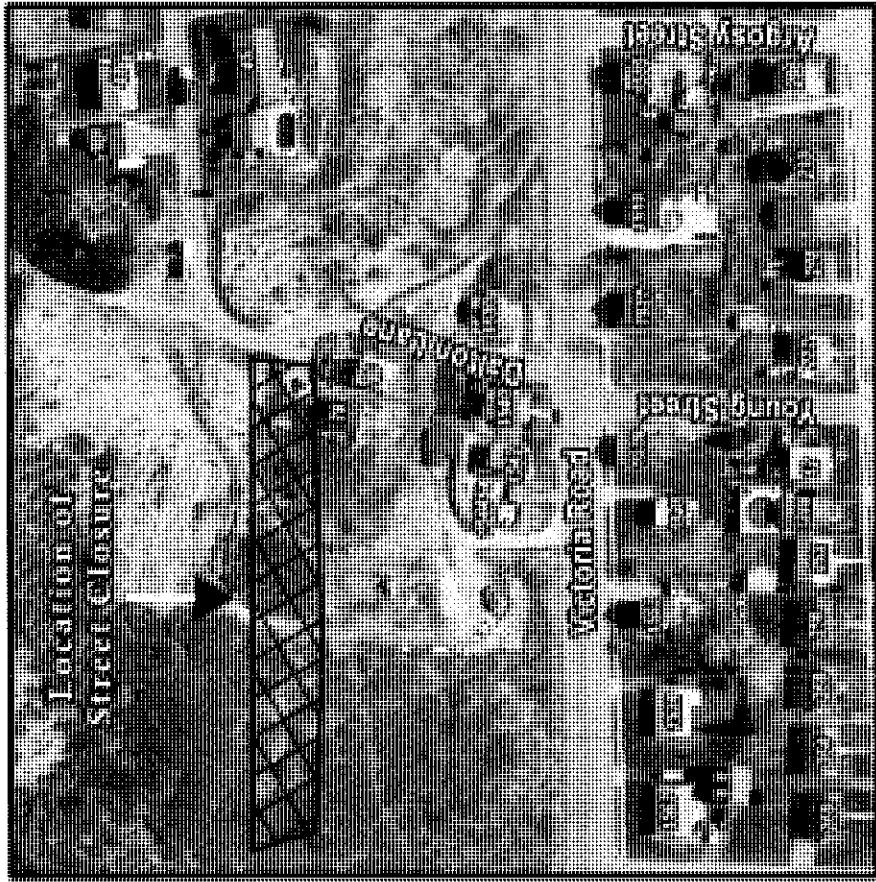
**Motion Carried**



# **CAPE BRETON REGIONAL MUNICIPALITY**

## **NOTICE - STREET CLOSING (UNDEVELOPED)**

### **A Portion of an Undeveloped Road Reserve, off Dalton Lane, Sydney, Nova Scotia, Measuring Approximately 23,680.271 square feet +/-**



**TAKE NOTICE** that the Council of the Cape Breton Regional Municipality intends to close an Undeveloped Portion of a Road Reserve, Sydney, Nova Scotia, measuring approximately 23,680.271 square feet +/- more or less, which is more particularly delineated on the above map.

A public hearing in relation to the closing of the undeveloped portion of the said road reserve will be held on Tuesday, the 10 day of June, at 6:00 p.m. at the Council Chambers, 2<sup>nd</sup> Floor, Civic Centre, 320 Esplanade, Sydney, Nova Scotia, at which time Council will hear those in favour and those opposed to the closing of a portion of this road reserve.

**Signed: Christa Dicks**  
**Municipal Clerk**  
**June 7, 2025**



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## Memo

**TO:** Mayor and Council

**FROM:** Sheila Kolanko – Property Manager

**SUBJECT:** Request for Street Closure –  
Portion of an undeveloped Road Reserve (PID 15716020)  
Off Dalton Lane, Sydney (District 5)

**DATE:** June 10th, 2025

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As presented to Council on May 13<sup>th</sup>, 2025, staff asked council to pass a motion directing staff to commence a formal street closing for a portion of an undeveloped road parcel running off Dalton Lane, Sydney. The subject area is a portion of property identified as PID 15716020 and shown crosshatched in yellow and purple on the attached map (Attachment "A").

Pursuant to the Municipal Government Act a public hearing is required at which time Council will hear those in favor and those opposed to the closing of a section of the undeveloped road parcel. Notice was advertised in the Cape Breton Post on June 7th, 2025 and circulated on CBRM's website. I confirm the legal department has not received any phone calls or written formal complaints.

**RECOMMENDATION:**

Recommendation to council is as follows:

- To pass a motion to approve the closure of a section of the undeveloped road parcel identified in staff's report (as shown crosshatched in yellow and purple on the attached map – Attachment "A") and to deem the subject area surplus.
- To approve the sale of that portion shown crosshatched in purple – Attachment "A" to the applicant, subject to compliance with all applicable provisions of the Subdivision and Land Use By-Law requirement.

Respectively Submitted,

**ORIGINAL SIGNED BY**

Sheila Kolanko  
Property Manager



### Legend

- Remainder of PID 15716020 (CBRM)
- PID 15154909 (Robert Gilyan)
- Portion of PID 15716020 to be added to PID 15154909
- PID 15154958 (CBRM)
- Portion of PID 15716020 to be added to PID 15154958

0 5 10 20 30 Meters

Argosy Street



**TO:** CBRM Mayor and Council

**SUBMITTED BY:** Demetri Kachafanas, Chief Administrative Officer

**DATE:** 4 June 2025

**RE: Appeal of Site Plan Approval at PID 15287386 (Reservoir Road, Sydney)**

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**Origin**

Initiated by landowner within 30 metres of subject property during 14-day appeal period.

**Recommendation**

It is recommended that Council uphold the Site Plan Approval granted by the Development Officer to allow for the development of a multi-unit dwelling at PID 15287386 (Reservoir Road, Sydney).

**Statutory Authority**

Section 231 of the *Municipal Government Act* grants municipalities the ability to consider Site Plan Approvals through provisions laid out in the Land Use By-law (Attachment A).

The Development Officer can grant Site Plan Approval if they determine that the proposed development:

- meets the criteria for Site Plan Approval set out in the Land Use By-law;
- complies with the requirements of the Land Use By-law; and
- is otherwise consistent with the requirements of the Land Use By-law.

**Background**

The Planning and Development Department received an application from [REDACTED] to erect an 18-unit apartment at PID 15287386 (Reservoir Road, Sydney) (Attachment B). The proposed apartment will be three storeys in height with a building footprint of approximately 700 square metres in area. It will have six dwelling units on each floor: two 3-bedroom units, two 2-bedroom units and two 1-bedroom units (Attachment C). The property at PID 15287386 is zoned Medium Density Urban Residential (UR3) under the CBRM Land Use By-law. In the UR3 zone, apartments with more than six dwelling units are subject to Site Plan Approval.

Section 2.13.2 of the CBRM Land Use By-law outlines the provisions for Site Plan Approval:

The Development Officer shall approve a site plan where the following matters have been addressed. The Development Officer shall measure the degree of stringency in interpreting the criteria so that it correlates with the scale of the development and each and every feature of the development (e.g. buildings, parking area, etc.) and the proximity of the development, or any specific feature of it, to any other development or streetscape intended to be protected by the criteria.

- i. Parking shall be provided on the lot parcel and shall be screened from abutting residential uses by an opaque vegetive buffer or fence or a combination thereof;
- ii. All existing vegetation shall be retained except where its removal is necessary for the construction of the development;
- iii. Signs advertising any business shall be of a scale and style and so located that they will not conflict with the streetscape;
- iv. The location and orientation of any main buildings on the lot parcel must be carefully selected to prevent buildings that are significantly larger than any one- or two-unit dwellings in the vicinity (e.g. greater than 3 times the floor area, and/or twice the height, and/or three times the length) from looming over any such residential dwellings or their yards;
- v. Measures, including lot parcel grading, shall be required to adequately dispose of storm and surface water;
- vi. A minimum equivalent to 1/3rd of the floor area of the building shall be in compliance with the definition for landscaped open area. That percentage may be reduced to as low as 1/10th where the Development Officer is satisfied with the design of a Certified Horticultural Technician or Architect; and
- vii. Ingress and egress points where the parking area is to be accessed from any public/street/road shall be designed to ensure that any known significant traffic problem identified by the Traffic Authority is not further exacerbated.

The Development Officer reviewed [REDACTED] request and found that the proposed development satisfied the criteria for Site Plan Approval based on the following:

- Parking will be provided to the rear of the lot and will be screened from abutting residential uses by a fence at least 1.2 metres in height.
- Existing vegetation will be retained except where its removal is necessary for the construction of the development.
- The development will not require any signs other than one identifying its civic address.
- The scale and location of the proposed apartment is appropriate considering the provisions of the UR3 zone and existing developments in the vicinity.
- CBRM Engineering and Public Works approved preliminary plans for water, sewer, stormwater and drainage. Prior to any development on the lot, the applicant must submit final plans for each of these to CBRM Engineering and Public Works for review and approval. The applicant must also submit approval from NS Department of Environment and Climate Change.
- The proposed development includes approximately 700 square metres of landscaped open area, equivalent to 1/3<sup>rd</sup> of the total floor area of the building.

- Nova Scotia Department of Public Works granted access approval for the proposed development and accepted a Traffic Impact Analysis prepared for the proposed development.

Pursuant to Sections 232 and 236 of the *Municipal Government Act*, the Development Officer is obliged to notify each assessed property owner within 30 metres of the development property of their decision to grant Site Plan Approval. Property owners have 14 days in which to formally lodge an appeal of the Development Officer's decision to grant Site Plan Approval to Council (Attachment A). Appeals must be:

- in writing,
- sent to the Municipal Clerk,
- clearly state the grounds for appeal (explaining why it is believed the Development Officer's decision to grant Site Plan Approval was incorrect), and
- specify of which site plan evaluation criteria it is believed the Development Officer's interpretation was inconsistent with the requirements of (or a reasonable application of) the Land Use By-law.

In hearing an appeal concerning a Site Plan Approval, Council may make any decision that the Development Officer could have made.

The Municipal Clerk received one written request for appeal of the Development Officer's decision to grant Site Plan Approval (Attachments D, E, F). The appeal was received from Shaun and Paula Hickey. The Development Officer's responses to the appellant's letters are found in Attachment G and H. The Hickey's request for appeal is based on the following items (in bold). The Development Officer's response is found below each item.

- **2.8.4 (B) All existing vegetation shall be kept, except where its removal is necessary for the construction or expansion of the development, unfortunately all existing vegetation has already been removed by the developer.**

Section 2.8.4(b) of the CBRM Land Use By-law outlines provisions for Site Plan Approval for uses deemed permitted. The correct section for Site Plan Approval in this case is Section 2.13.2(a)(ii): all existing vegetation shall be retained except where its removal is necessary for the construction of the development. The property owner removed some vegetation from the lot prior to applying for a building and development permit. However, the CBRM Land Use By-law does not regulate the removal of vegetation on a lot when there is no permit application in process.

- **The orientation of the building being that it is greater than 3 times the size of adjacent single-family dwellings, 56 & 64 Reservoir Road will result in this proposed structure looming over existing residential dwellings and their yards. This matter is of great concern for the residents.**

The Development Officer considered the scale, location and zones of surrounding properties when reviewing the site plan for the proposed apartment. The lot is flanked on each side by one-unit dwellings, both of which are over a single storey in height. Directly across from the lot is vacant land that sits between Reservoir Road and the Trans Canada Highway (zoned General Commercial). Approximately 50 metres northeast of the lot, EHS operates an ambulance service

from a building that is 1570 square metres in area (zoned General Commercial). The CB Regional Hospital, over 4 storeys in height, is less than  $\frac{1}{2}$  kilometre southwest of the lot (zoned Major Community Facility).

The property itself is zoned Medium Density Urban Residential (UR3) (Attachment I). The provisions for the UR3 zone are as follows:

- Minimum front yard setback: 3 metres
- Minimum side and rear yard setbacks: 1.25 metres
- Maximum building height: 15 metres or 5 storeys
- Maximum lot coverage: 60%

At its closest point, the proposed building is set back approximately 9 metres from the front property line. From the side property line to the southwest, the proposed building is set back approximately 7 metres at its closest point. From the opposite side property line, it's set back approximately 3 metres. The proposed building is set back approximately 22 metres from the rear property line at its closest point. The proposed building is 3 storeys in height with a lot coverage of approximately 31%.

The proposed apartment is oriented on the lot so that it is situated closer to the front property line with a screened parking area to the rear. This layout reduces the potential visual impact of the building mass on adjacent dwellings while maintaining a consistent streetscape presence.

- **5.3.3 Minimum lot frontage for apartment buildings with more than 6 dwellings should have a minimum of 18m. However, the proposed site plan only has 9m, which is below the required minimum,**

The minimum frontage for lots with apartments containing more than six dwelling units is 18 metres. The frontage of PID 15287386 is 38.132 metres (Attachment C).

- **Parking in the front yard shall not exceed 40% of the area, parking for the proposed building will exceed this limit.**

Section 4.18.2(e) of the CBRM Land Use By-law states that for a lot parcel with less than 5 parking spaces, the total area devoted to parking or aisles in the front yard shall not exceed 40% of the area of the front yard. This provision does not apply as the proposed development includes more than 5 parking spaces.

- **4.18.2 Driveways shall not be closer than 4.5m to another driveway, the driveway for 60 Reservoir Road will be < 4.5m from 64 Reservoir Roads driveway.**

Section 4.18.2(b) of the CBRM Land Use By-law states that driveways shall not be closer than 4.5 metres to another driveway serving the same lot parcel. The proposed development only includes one driveway.

- **A suitable plan for garbage storage has not been conveyed.**

The criteria for the review of Site Plan Approvals does not include a provision for the storage of solid waste.

- **Concerns presented from our earlier letters of appeal have not been addressed.**

Earlier letters received from Shaun and Paula Hickey regarding the Development Officer's decision to grant Site Plan Approval expressed concern about the some of the above items as well as about street parking, increased traffic, disposal of storm and surface water, installation of new infrastructure, the effect of the development on property values and a lack of consultation with residents of Reservoir Road. These letters, as well as those in response from the Development Officer, are attached. The Development Officer also spoke with Mr. Hickey by phone to discuss his concerns.

In addition to the Development Officer's correspondence, Senior Planner Karen Neville spoke with Mr. Hickey by phone to provide additional information regarding his concerns. The Development Officer reached out to Cory Youden, Manager of Engineering Services, to request that he contact Mr. Hickey to address his concerns regarding the disposal of storm and surface water and the installation of new infrastructure.

## **Conclusion**

Planning and Development Staff are of the opinion that the site plan meets the criteria set out for Site Plan Approval in the CBRM Land Use By-law.

## **Attachments**

Attachment A: Excerpts from the *Municipal Government Act*

Attachment B: Location Map

Attachment C: Site Plan

Attachment D: Submission from Appellant, dated 4 May 2025

Attachment E: Submission from Appellant, dated 19 May 2025

Attachment F: Submission from Appellant, dated 1 June 2025

Attachment G: Development Officer's response to Appellant, dated 12 May 2025

Attachment H: Development Officer's response to Appellant, dated 28 May 2025

Attachment I: Medium Density Urban Residential (UR3) Zone Provisions

**Report Prepared by:**



**Development Officer**  
**Planning and Development Department**

**Attachment A: Excerpts from the *Municipal Government Act***

- Section 231: Site-plan approval
  - (1) Where a municipal planning strategy so provides, a land-use by-law shall identify
    - (a) the use that is subject to site-plan approval;
    - (b) the area where site-plan approval applies;
    - (c) the matters that are subject to site-plan approval;
    - (d) those provisions of the land-use by-law that may be varied by a site-plan approval;
    - (e) the criteria the development officer shall consider prior to granting site-plan approval;
    - (ea) the notification area;
    - (f) the form and content of an application for site-plan approval.
  - (2) repealed 2003, c. 9 s. 61.
  - (3) No development permit shall be issued for a development in a site-plan approval area unless
    - (a) the class of use is exempt from site-plan approval as set out in the land-use by-law and the development is otherwise consistent with the requirements of the land-use by-law; or
    - (b) the development officer has approved an application for site-plan approval and the development is otherwise consistent with the requirements of the land-use by-law.
  - (4) A site-plan approval may deal with
    - (a) the location of structures on the lot;
    - (b) the location of off-street loading and parking facilities;
    - (c) the location, number and width of driveway accesses to streets;
    - (d) the type, location and height of walls, fences, hedges, trees, shrubs, ground cover or other landscaping elements necessary to protect and minimize the land-use impact on adjoining lands;
    - (e) the retention of existing vegetation;
    - (f) the location of walkways, including the type of surfacing material, and all other means of pedestrian access;
    - (g) the type and location of outdoor lighting;
    - (h) the location of facilities for the storage of solid waste;
    - (i) the location of easements;
    - (j) the grading or alteration in elevation or contour of the land and provision for the management of storm and surface water;
    - (k) the type, location, number and size of signs or sign structures;
    - (ka) security or performance bonding;
    - (l) provisions for the maintenance of any of the items referred to in this subsection.
- Section 232: Site-plan approval
  - (1) A development officer shall approve an application for site-plan approval, unless the

- (a) matters subject to site-plan approval do not meet the criteria set out in the land-use by-law; or
- (b) applicant fails to enter into an undertaking to carry out the terms of the site plan.

(2) Where a development officer approves or refuses to approve a site plan, the process and notification procedures and the rights of appeal are the same as those that apply when a development officer grants or refuses to grant a variance.

(2A) Notwithstanding subsection (2), council may require a larger notification distance for site-plan approvals in its land-use by-law where the municipal planning strategy so provides.

(3) The council, in hearing an appeal concerning a site-plan approval, may make any decision that the development officer could have made.

(4) A council may by resolution provide that any person applying for approval of a site plan shall pay the municipality the cost of

- (a) notifying affected land owners;
- (b) posting a sign.

(5) A development officer may, with the concurrence of the property owner, discharge a site-plan, in whole or in part.

- Section 236: Variance procedures

(1) Within seven days after granting a variance, the development officer shall give notice in writing of the variance granted to every assessed owner whose property is within the greater of thirty metres and the distance set by the land-use by-law or by policy of the applicant's property.

(2) The notice shall

- (a) describe the variance granted;
- (b) identify the property where the variance is granted; and
- (c) set out the right to appeal the decision of the development officer.

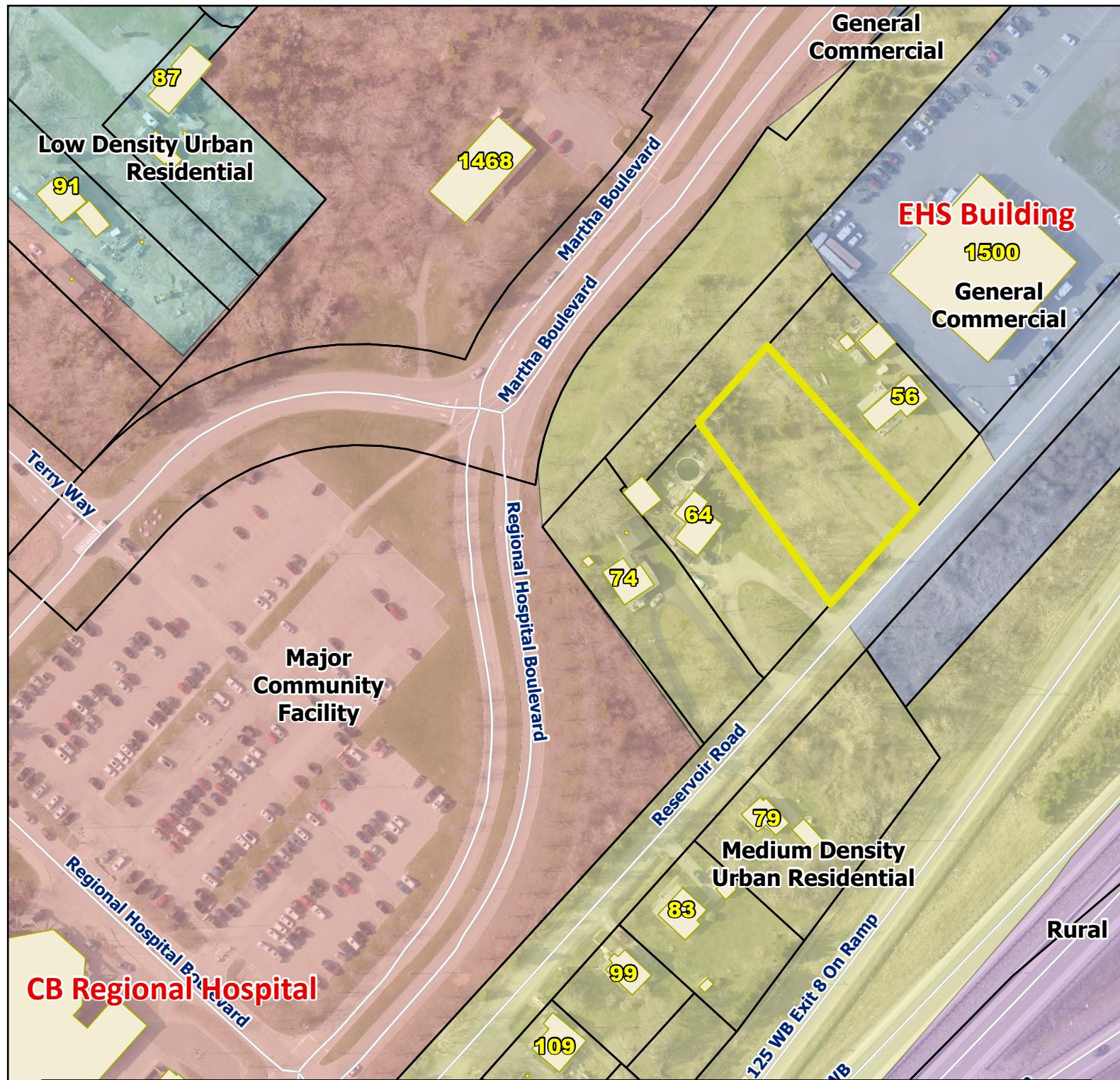
(3) Where a variance is granted, a property owner served a notice may appeal the decision to the council within fourteen days after receiving the notice.

(4) Where a variance is refused, the applicant may appeal the refusal to council within seven days after receiving notice of the refusal, by giving written notice to the clerk who shall notify the development officer.

(5) Where an applicant appeals the refusal to grant a variance, the clerk or development officer shall give seven days written notice of the hearing to every assessed owner whose property is within thirty metres of the applicant's property.

(6) The notice shall

- (a) describe the variance applied for and the reasons for its refusal;
- (b) identify the property where the variance is applied for; and
- (c) state the date, time and place when council will hear the appeal.



PID 15287386 - Subject Property



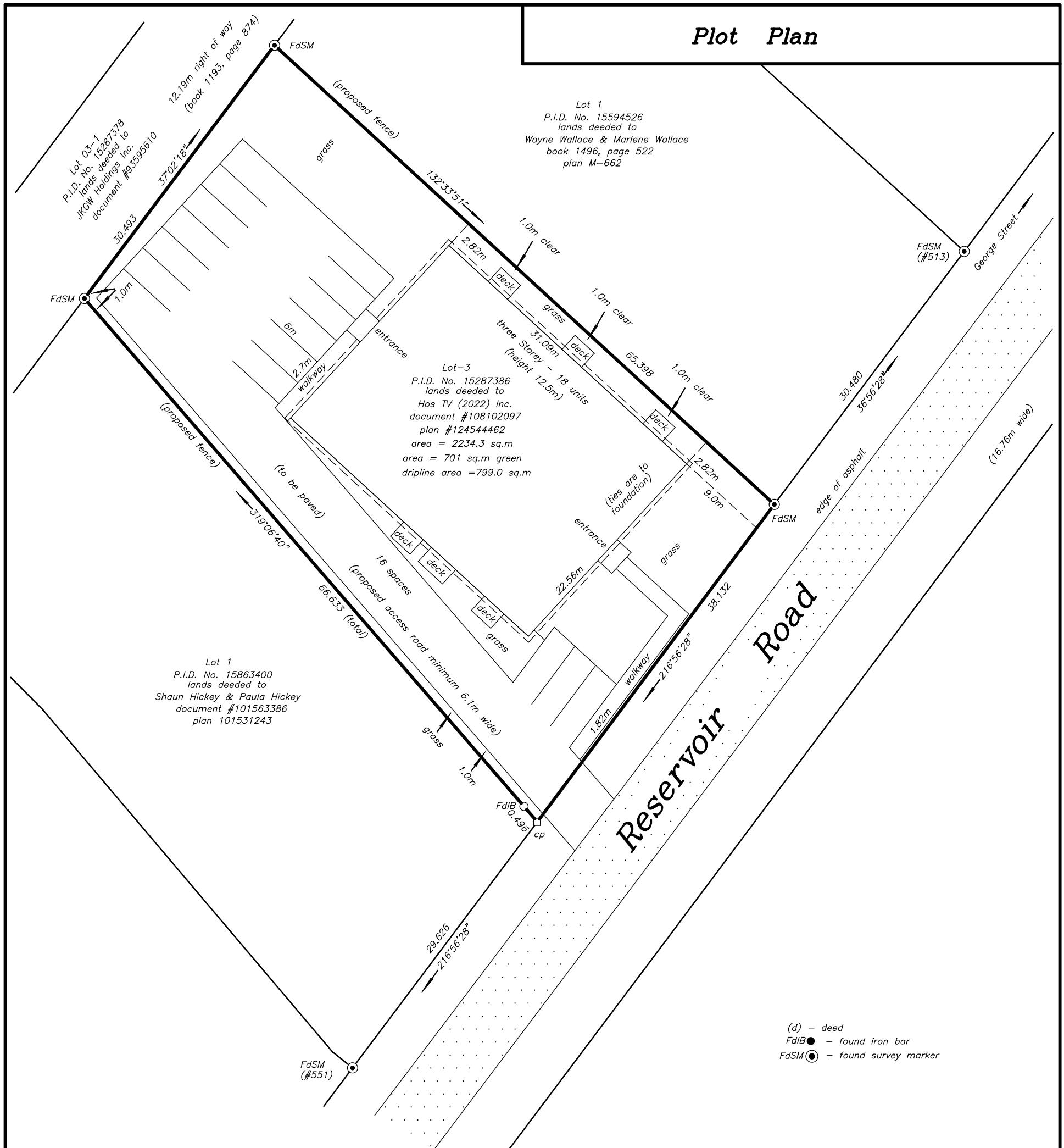
General Commercial Zone



Medium Density Urban Residential Zone



Major Community Facility Zone



Certified to: Hos TV (2022) Inc.  
Reservoir Road, Mira Road  
Cape Breton Regional Municipality, Nova Scotia

NOTE: Clearances shown are perpendicular to the boundary and  
are to the closest corners of the facing of the structure.  
Clearances are defined to a tolerance of 1".

I, David Attwood, Nova Scotia Land Surveyor, hereby certify that this Surveyor's Location Certificate was prepared under my supervision and in accordance with the Land Surveyors Act, Regulations and Standards made there under.

Dated February 18, 2025

I have supervised an inspection of the subject lands and have caused such measurements to be made as I deemed necessary to certify that:

(1) The proposed building shown hereon is located entirely within the boundaries of the subject lands as said boundaries are defined by deed: see document #108102097

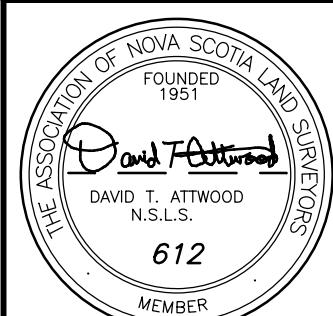
(2) Cultural features shown hereon are located to plotting accuracy unless specifically dimensioned.

(3) All easements, documented in the deed recorded in book 1193, page 874 in the County of Cape Breton, are reflected hereon.

No further certification or assurance is implied by or to be inferred from this document.

This Surveyor's Location Certificate is not to be used for boundary definition or as a reference document for the preparation of legal descriptions.

Grid North



**Attwood**  
Surveys  
Limited

4024 GABARUS HIGHWAY, MARION BRIDGE  
CAPE BRETON, NS B1K 1A9  
PHONE: 902-567-4916  
E-mail: attwoodsurveys@gmail.com

DATE: field: February 18, 2025

SCALE: 1:400

SLC#:

May 4, 2025

Cape Breton Regional Municipality  
Received  
MAY 05 2025  
CLERK'S OFFICE

# CBRM COUNCIL & PLANNING DEVELOPMENT DEPARTMENT.

We received your correspondence regarding the proposed 18-unit apartment at PID 15287386 Reservoir Road, Mira Road on April 25,2025. Upon review of this correspondence, we are not in agreement with the proposed site plan and would like to launch an appeal.

- i) Parking shall be provided on the lot parcel and shall be screened from abutting residential uses by an opaque vegetive buffer or fence or a combination of thereof: the site plan does not afford suitable parking for the proposed unit. The site plan offers 16 parking spaces for an 18-unit building. We are concerned that this will cause congestion on the street due to the unavailability of the appropriate parking on the site. We do not want vehicles lining the street in front of private single dwellings on Reservoir Road. Concerns around property damage and potential for impedance of snow removal during winter months. There are also safety concerns for our children surrounding school bus pickup and drop-off.
- ii) All existing vegetation shall be retained except where its removal is necessary for the construction of the development. All vegetation has already been removed by the developer on Tuesday November 5,2024. Work was started by Brilun construction, and our property was left covered in woodchips and debris following. We did request for our property to be returned to pre-development conditions, however unfortunately this was not done requiring us to clean up their mess. The careless nature of which woodchips and debris were left on our land by the construction company leaves us with grave concern for the safety of our children around the construction process. Therefore, this

has left us with grave concerns regarding future development around damage and destruction to our property and residence.

- iii) Signs advertising any business shall be of a scale and style and so located that they will not conflict with the streetscape. This is not a concern at present; however, it will be monitored closely.
- iv) The location and orientation of any main buildings on the lot parcel must be carefully selected to prevent buildings that are significantly larger than any one- or two-unit dwellings in the vicinity (i.e. greater than 3 times the floor area, an/or twice the height, and/or 3 times the length from looming over any such residential dwellings or their yards.) The lot on which the building is proposed is situated between two single family dwellings, both that are 1 ½ storey structures. The proposed 18-unit building will be 3 times or more the size of the existing residential structures and will loom over the existing residential structures and their private yards. There is the EHS building located at the end of the street next to PID 15594526, however this is a single storey building which does not loom over existing residential structures. The correspondence from CBRM also mentioned the Cape Breton Regional Hospital being over 4 storeys in height being less than a ½ kilometer away, however the Cape Breton Regional Hospital is not located on Reservoir Road between 2 existing residential structures. Therefore, we do not agree that the building is orientated in a way that is appropriate for this residential area.
- v) Measures, including lot parcel grading, shall be required to adequately dispose of storm and surface water. We would like to see this documentation for an appropriate review by tax paying constituents on the street to determine if this is in fact valid and reliable information.
- vi) A minimum equivalent to 1/3<sup>rd</sup> of the floor area of the building shall be in compliance with the definition for landscaped open area. That percentage may be reduced to as low as 1/10<sup>th</sup> where the development officer is satisfied with the design of a certified Horticultural technician or architect. The correspondence states that the development includes approximately 700 square metres of landscaped open area, equivalent to 1/3<sup>rd</sup> of the total floor area of the building. We would like to review this to make a valid

determination if this is in fact valid, as the correspondence states approximately 700 square metres.

- vii) Ingress and egress points where the parking area is to be accessed from any public/street/road shall be designed to ensure that any known significant traffic problem identified by the traffic authority is not further exacerbated. The correspondence states the applicant has submitted a traffic impact analysis statement of the proposed development that was subsequently approved by the Nova Scotia Department of public works. The constituents would like to have access to this information for appropriate review to determine its validity.
- viii) We are extremely concerned that the development of this proposed structure will negatively impact our neighborhood, by diminishing property values of existing residential properties. We were not consulted about the proposed development; this correspondence was the first received from CBRM. We would like to share our concerns with you verbally if given the opportunity. We find that the correspondence received had a great deal of conflicting information that we would like proper clarification on.

SINCERELY,

A large rectangular area of the page is completely blacked out, obscuring a handwritten signature.

SHAUN AND PAULA HICKEY

COPY ALSO SENT BY REGISTERED MAIL FOR YOUR RECORDS.

**Attachment E: Submission from Appellant, dated 19 May 2025**

The Residents of Reservoir Road

Reservoir Road

Sydney, Nova Scotia B1P 3H7

Phone : [REDACTED]

Phone: [REDACTED]

[REDACTED]

May 19, 2025

To Colleen Clare, MCIP, CBRM Council & Planning and Development Department,

We received your letter Friday May 16, 2025 in response to the site appeal letter we sent to you on May 4, 2025. We were alarmed by being given only 4 days to respond to this correspondence. Several of the elements included in the letter of appeal were not acknowledged or addressed in the reply that we received back.

We are once again concerned with the lack of parking on site of the proposed 18-unit apartment at PID 15287386 Reservoir Road, Sydney. The site plan indicates 15 parking spaces for an 18-unit apartment building. We are concerned that due to lack of appropriate parking, vehicles will be lining the street in front of private single-family dwellings causing unnecessary congestion on the street. This will also hamper snow removal during the winter months. With vehicles lining the street it also will present safety concerns for our children surrounding school bus pickup and drop-off.

The correspondence received from CBRM also indicated that all existing vegetation shall be retained except where its removal is necessary for development. As indicated in our previous letter, all existing vegetation has been already removed by the developer on Tuesday November 5, 2024. Impacted properties were not cleaned up following this, even though this had been requested. The careless lack of regard for neighboring properties leaves grave concerns for future development around damage and destruction to private residential properties.

Once again, the residents would like to revisit the fact that the building is to be located on a parcel of land between two 1.5 storey, single family dwellings. The proposed building is significantly larger than existing structures on the street and therefore, will loom over the existing residential dwellings and their yards. Karen Neville was contacted by the street residents in November 2024 and advised that the current bylaws would only make

allowance for a 6-unit apartment building. We would like to review how existing bylaws have changed from November of 2024 to May of 2025.

The residents of Reservoir Road would like to review the plan for adequate disposal of storm and surface water, we would like to review the traffic impact analysis statement and approval from the Nova Scotia Department of Public Works. We would also like the opportunity to review if the street infrastructure can support a building of such magnitude.

The residents of Reservoir Road were not consulted with this planned development and request a meeting with CBRM council to discuss and review the requested information. We are in the process of securing legal council to support our review to ensure that our concerns are addressed. We have also had a meeting with Derek Mombourquette, MLA, our concerns have been brought forward to councillor Eldon MacDonald, and we will be reaching out to our MP, Mike Kelloway this week to further voice our concerns.

Therefore, from the above information, we the residents of Reservoir Road would like to launch an appeal to council regarding the Development Officer's decision to grant site approval.

Kind Regards,

The Resident's of Reservoir Road



**Attachment F: Submission from Appellant, dated 1 June 2025**

**Subject: Appeal of Site Plan Approval at PID 15287386 UR3 Zone 60 Reservoir Road, Sydney, Nova Scotia.**

**June 1, 2025**

Dear Colleen Clare and CBRM Council,

I am writing to formally appeal the site plan approval for the proposed 18-unit apartment building within the UR3 zoning area, Reservoir Road, Sydney. As you are aware, while the current bylaw allows for 6-unit apartment buildings by default, developments exceeding this threshold require additional site plan approval due to their potential impact on surrounding properties.

I strongly believe that this proposed development will negatively affect adjacent dwellings due to increased traffic congestion, loss of privacy, environmental impact, and infrastructure strain. The scale and density of an 18-unit building far exceed what was originally envisioned for this zoning area, raising concerns about its compatibility with the character and well-being of the existing community.

I respectfully ask that the approval be reconsidered, considering the following factors:

- **2.8.4 (B) All existing vegetation shall be kept, except where its removal is necessary for the construction or expansion of the development, unfortunately all existing vegetation has already been removed by the developer.**
- **The orientation of the building being that it is greater than 3 times the size of adjacent single-family dwellings, [REDACTED] Reservoir Road will result in this proposed structure looming over existing residential dwellings and their yards. This matter is of great concern for the residents.**
- **5.3.3 Minimum lot frontage for apartment buildings with more than 6 dwellings should have a minimum of 18m. However, the proposed site plan only has 9m, which is below the required minimum,**
- **Parking in the front yard shall not exceed 40% of the area, parking for the proposed building will exceed this limit.**
- **4.18.2 Driveways shall not be closer than 4.5m to another driveway, the driveway for [REDACTED] Reservoir Road will be < 4.5m from [REDACTED] Reservoir Roads driveway.**
- **A suitable plan for garbage storage has not been conveyed.**
- **Concerns presented from our earlier letters of appeal have not been addressed.**

I urge the relevant authorities to conduct a thorough review of the impact this development will have on nearby residences and consider modifications that would mitigate these concerns. I'm available to discuss this further and provide added materials if needed. The

residents of Reservoir Road kindly request a meeting with the council to further discuss this matter.

Thank you for your time and consideration.

Sincerely, Shaun & Paula Hickey standing for the residents of Reservoir Road



Sydney, NS

B1P3H7





**CBRM**

*A Community of Communities*

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**Cape Breton Regional Municipality**

Colleen Clare, MCIP  
Development Officer  
Planning and Development Department

320 Esplanade, Room 200  
Sydney, NS B1P 7B9  
Phone: 902-563-5092  
Fax: 902-564-0481  
Email: [caclare@cbrm.ns.ca](mailto:caclare@cbrm.ns.ca)

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May 12, 2025

Shaun and Paula Hickey  
[REDACTED]

Sydney, NS  
B1P 3H7

**Re: Site Plan Approval, PID 15287386**

Thank you for submitting your letter, dated 4 May 2025, regarding the site plan approval for a multi-unit dwelling at PID 15287386, Reservoir Road. I appreciate that you took the time to review the information you received and prepare your comments. As your letter didn't include a phone number or email address to reply, please consider this letter as a response to your comments.

The Municipal Government Act gives municipalities the ability to grant uses by site plan approval. The Development Officer can approve a site plan approval if they determine that the proposed development:

- meets the criteria for site plan approval set out in the Land Use By-law;
- complies with the requirements of the Land Use By-law; and
- is otherwise consistent with the requirements of the Land Use By-law.

In your letter, you've indicated that you wish to lodge an appeal to Council regarding the Development Officer's decision to grant the site plan approval. Section 236A(1) of the Municipal Government Act states that any appeal of a decision to grant a site plan approval must clearly state the grounds for appeal. After reviewing your letter, it is my understanding that the grounds for your request to lodge an appeal is that the Development Officer approved a site plan that does not meet the criteria for site plan approval set out in the Land Use By-law.

The specific criterion for site plan approval that you feel has not been met is Section 2.13.2(a)(iv):

The location and orientation of any main buildings on the lot parcel must be carefully selected to prevent buildings that are significantly larger than any one- or two-unit dwellings in the vicinity (i.e. greater than 3 times the floor area and/or twice the height, and/or three times the length) from looming over any such residential dwellings or their yards.

Before continuing, it's important to consider the following provisions of the zone in which the proposed development and its abutting lots are located – UR3 (Medium Density Urban Residential):

- minimum front yard setback: 3 metres
- minimum side and rear yard setbacks: 1.25 metres
- maximum building height: 15 metres or 5 storeys
- maximum lot coverage: 60%

At its closest point, the proposed building is set back approximately 9 metres from the front property line. From one side property line, the proposed building is set back approximately 7 metres at its closest point. From the opposite side property line, it's set back approximately 3 metres. The proposed building is set back approximately 22 metres from the rear property line at its closest point. The proposed building is 3 storeys in height and has a lot coverage of approximately 31%.

In accordance with the provisions of the UR3 zone, the Development Officer considered the proposed building's orientation, height, scale and proximity to dwellings and other buildings in the immediate area. The proposed building is oriented on the lot so that it is situated closer to the front property line, thereby placing a screened parking area to the rear—adjacent to the neighbouring residential uses. This layout reduces the potential visual impact of the building mass on adjacent dwellings while maintaining a consistent streetscape presence. Given the proposed building's reduced height and lot coverage relative to the zone maximum, increased setbacks relative to the zone minimum and orientation, the Development Officer concluded that the site plan approval met the criterion laid out in Section 2.13.2(a)(iv).

If you wish to proceed with lodging an appeal to Council regarding the Development Officer's decision to grant the site plan approval, please reply in writing clearing stating your grounds for appeal by 20 May 2025.

If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

Colleen Clare



**CBRM**

*A Community of Communities*

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**Cape Breton Regional Municipality**

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Colleen Clare, MCIP, LPP  
Development Officer  
Planning and Development Department

320 Esplanade, Room 200  
Sydney, NS B1P 7B9  
Phone: 902-563-5092  
Fax: 902-564-0481  
Email: [caclare@cbrm.ns.ca](mailto:caclare@cbrm.ns.ca)

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May 28, 2025

Shaun and Paula Hickey

[REDACTED]  
Sydney, NS  
B1P 3H7

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**Re: Site Plan Approval, PID 15287386**

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Please consider this letter as a follow-up to our phone conversation on 27 May 2025. I want to thank you again for submitting your letters, dated 4 May and 19 May 2025, regarding the site plan approval for a multi-unit dwelling at PID 15287386, Reservoir Road. I appreciate that you took the time to review the information you received and prepare your comments.

In accordance with the *Municipal Government Act*, the Development Officer can grant site plan approval if they determine that the proposed development:

- meets the criteria for site plan approval set out in the Land Use By-law;
- complies with the requirements of the Land Use By-law; and
- is otherwise consistent with the requirements of the Land Use By-law.

The Development Officer is responsible for evaluating the site plan according to specific criteria in the Land Use By-law, including:

1. Parking shall be provided on the lot parcel and shall be screened from abutting residential uses by an opaque vegetative buffer or fence or a combination thereof;
2. All existing vegetation shall be retained except where its removal is necessary for the construction of the development;
3. Signs advertising any business shall be of a scale and style and so located that they will not conflict with the streetscape.
4. The location and orientation of any main buildings on the lot parcel must be carefully selected to prevent buildings that are significantly larger than any one- or two-unit dwellings in the vicinity (i.e. greater than 3 times the floor area, and/or twice the height,

and/or three times the length) from looming over any such residential dwellings or their yards.

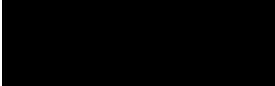
5. Measures, including lot parcel grading, shall be required to adequately dispose of storm and surface water.
6. A minimum equivalent to 1/3rd of the floor area of the building shall be in compliance with the definition for landscaped open area. That percentage may be reduced to as low as 1/10th where the Development Officer is satisfied with the design of a Certified Horticultural Technician or Architect.
7. Ingress and egress points where the parking area is to be accessed from any public/street/road shall be designed to ensure that any known significant traffic problem identified by the Traffic Authority is not further exacerbated.

In previous correspondence, you indicated that you wanted to address Council regarding the Development Officer's decision to grant site plan approval. As stated in earlier correspondence, the mechanism to do so is outlined in Section 236A(1) of the *Municipal Government Act*: Grounds for appeal. An appeal under this section must:

- be submitted to the Municipal Clerk,
- clearly state the grounds for the appeal, explaining why you believe the Development Officer's decision to grant site plan approval was incorrect, and
- specify which site plan evaluation criteria you believe the Development Officer's interpretation of was inconsistent with the requirements of (or a reasonable application of) the Land Use By-law.

As your previous correspondence did not clearly identify your grounds for appeal of the Development Officer's decision to grant site plan approval based on the above provisions of the Land Use By-law and *Municipal Government Act*, I have been advised to permit you an additional opportunity to do so. Your submission must be received by 12:00 noon, 2 June 2025 and can be made via email to: [ClerksOffice@cbrm.ns.ca](mailto:ClerksOffice@cbrm.ns.ca).

Sincerely,

A large black rectangular box used to redact a signature.

Colleen Clare

## UR3

### 5.3. MEDIUM DENSITY URBAN RESIDENTIAL

The Medium Density Residential (UR3) zone supports a variety of housing types at a range of densities. This zone provides for a transition from less dense, more suburban development format to the higher density, urban format common of downtowns and commercial centres or corridors. The UR3 zone accomplishes this through a mixture of townhouses and apartments of various sizes. One and two unit dwellings are permitted. In effort to create complete communities, retail and restaurant uses are permitted, but limited in size.

*The Medium Density Urban Residential zone is directed by policy in CBRM Forward, the Municipal Planning Strategy:*



#### Regional Structure

- *Regional Centre*
- *Local Centre*
- *Mixed Use Centre*
- *Intensification Areas*

#### Land Use Designations

- *Downtown Sydney*
- *Local Centre*
- *Mixed Use Centre*
- *Medium to High Density Residential*
- *Low to Medium Density Residential*

#### 5.3.1 Permitted Uses

One or more of the following uses are permitted in the **UR3** zone subject to all applicable requirements of this By-law:

##### RESIDENTIAL

- Dwelling, One-Unit
- Dwelling, Two-Unit
- Dwelling, Townhouse, *up to twelve dwelling units*
- Dwelling, Apartment, *up to twelve dwelling units*
- Dwelling, Townhouse, more than twelve dwelling units subject to Section 2.13 and Section 5.3.2
- Dwelling, Apartment, *more than twelve dwelling units subject to Section 2.13 and Section 5.3.2*
- Dwelling, Shared
- Dwelling Unit

##### SERVICE

- Community Service
- Cultural Service
- Day Care Facility, *subject to Section 4.4*
- Educational Service
- Protective (*only coast guard, fire, judicial, police*)
- *Supportive Housing, subject to Section 4.24*
- Restaurant, *subject to Section 2.13 and Section 5.3.2*

**RECREATIONAL**

- Public Indoor and Outdoor

**SALES**

- Retail Use, *subject to Section 2.13 and Section 5.3.2*

### 5.3.2 Permitted Uses by Site Plan Approval

Notwithstanding relevant zone standards in Subsection 5.3.3, the following uses are permitted through Site Plan Approval:

- a) **Dwelling, Apartment or Dwelling Townhouse with more than six dwelling units**, subject to the following:
  - i. Screening of parking areas and any outside storage areas from adjacent properties and a public street by an opaque vegetive buffer or fence or combination thereof of at least 1.2m high or landscaped equivalent;
  - ii. Provision of landscaping consisting of a combination of trees, shrubs, plants, grass, or retention of existing vegetation at a minimum of 25% of the total land area.
- b) **Restaurant and Retail Use**, *subject to the following:*
  - i. Maximum allowable gross floor area is limited to 75m<sup>2</sup>;
  - ii. Screening of parking areas and any outside storage areas from adjacent properties and a public street by an opaque vegetive buffer or fence or combination thereof of at least 1.2m high or landscaped equivalent.
  - iii. Be located on a Level 3 or higher street.

### 5.3.3 Zone Standards

a)	Minimum Lot Area	
	Apartment Dwelling, with more than six dwelling units, the greater of	<b>540 m<sup>2</sup> or</b>
	For each dwelling unit having 3 or more bedrooms	<b>150 m<sup>2</sup></b>
	For each dwelling unit having 2 or more bedrooms	<b>100 m<sup>2</sup></b>
	For each Bachelor or dwelling unit having 1 bedroom	<b>75 m<sup>2</sup></b>
	All other uses	<b>225 m<sup>2</sup></b>
b)	Minimum Lot Frontage	
	Dwelling, Apartment, or Dwelling Townhouse with more than twelve dwelling units	<b>18 m</b>
	All other uses	<b>9 m</b>
c)	Minimum Front Yard Setback	<b>3 m</b>
d)	Minimum Side Yard Setback	<b>1.25 m</b>

	<i>A nil setback is provided for common walls</i>	
e)	Minimum Rear Yard Setback	<b>1.25 m</b>
f)	Minimum Flankage Yard Setback	<b>1.25 m</b>
g)	Maximum Building Height	<b>15 m or 5 storeys</b>
h)	Maximum Lot Coverage	<b>60%</b>

**Municipal Heritage Registration – 5 Court Street / 312 Commercial Street,  
North Sydney**

**Motion**

Moved by Councillor MacMullin, seconded by Councillor Paruch, to recommend to Council to initiate the process for registering 5 Court Street / 312 Commercial Street, North Sydney (PID 15028640) as a Municipal Heritage Property.

**Motion Carried**



**CAPE BRETON**  
REGIONAL MUNICIPALITY

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**TO:** Heritage Advisory Committee

**DATE:** May 21, 2025

**FROM:** Karen Neville

**RE:** Request for Municipal Heritage Registration - 5 Court Street/312 Commercial Street, North Sydney

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A request has been received from Sherry Finney to register 5 Court Street/312 Commercial Street, North Sydney (PID 15028640) as a Municipal Heritage Property (Attachment A). The applicant's submission for Heritage Registration, which was prepared by Emma Lang, Executive Director, Heritage Trust of Nova Scotia, can be found in Attachment B. The unique architectural features along with its cultural significance are cited for the reasons for Municipal Heritage Registration.

This L-shaped structure was originally built in 1939 and comprises two connected units with separate addresses, one which fronts on Court Street (5 Court Street) and the other which fronts on Commercial Street (312 Commercial Street). The building located at 5 Court Street/312 Commercial Street in North Sydney was constructed in 1939 by Melbourne Russell (M.R.) Chappell, who also served as its architect while working for Chappell's Ltd., a well-known local construction and stonemasonry firm. The building was originally owned by Richard Jabalee, and served as a warehouse and grocery store and is closely tied to the history of North Sydney's Lebanese and Syrian communities. 312 Commercial Street is part of the original construction and is 84 years old. 5 Court Street and used to function as a warehouse was burned down in 1950 and rebuilt in the same year and is 73 years old.

Architecturally, the structure is notable for its L-shaped design with gabled rooflines. The L-shaped nature of the building, allowed enough space for both the warehouse and grocery store. Aside from the shape and other unique characteristics, this building is typical of warehouses and other industrial buildings of this period, like Pictou Iron Foundry located in Pictou, Nova Scotia, a provincially registered heritage property.<sup>1</sup>

The unit facing Court Street retains many original elements. This unit is wood construction with a cement foundation with brick cladding. It is unclear when the red metal siding was installed on upper half of the building face on Court Street. However, when the current property owners purchased the property in 2008, there was a sign painted on the siding reading 'R. Jabalee & Sons', which has since been removed. Wooden dentils separate the exposed brick from the siding. The centrally located windows and two double doors are surrounded by molding. The side of the unit is of brick construction covered with

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<sup>1</sup> Canada's Historic Places, "Pictou Iron Foundry," n.d. Historic Places Canada, <https://www.historicplaces.ca/en/rep-reg/place-lieu.aspx?id=14796&pid=0&%3A%7E%3Atext=Description%20of%20Historic%20Place%2Cincluded%20in%20the%20provincial%20designation>

concrete with a series of windows with stone sills. The interior of the unit maintains elements of its original construction including exposed wood beams and brick walls. The current owners have renovated the interior space while ensuring these characteristics remain visible. The Court Street warehouse serves as a visual landmark as it is one of the only industrial style buildings located on the street. This unit is also the tallest building on this street, being two storeys tall.

The unit facing Commercial Street has gable roof with columns on either side. The brick exterior is exposed on the sides of the building with the street face covered in metal siding. There is a cement inlay on centre of the Commercial Street façade reading “1939: R. Jabalee.” The storefronts facing Commercial Street have been altered from its original form. The storefront was formerly entirely glass aside from two recessed entryways. The front façade now features two recessed doors and several display windows covered by metal awnings, all with painted black wood trim.

In addition to its architectural value, the building is a visual and cultural landmark, representing the legacy of Lebanese and Syrian entrepreneurship that shaped the Commercial Street corridor throughout the 20th century. As such, the structure not only illustrates the local economic and architectural history but also preserves the memory of a vibrant immigrant community and its contributions to North Sydney.

As indicated, the applicant is requesting Municipal Heritage Registration based on the unique architectural and cultural significance. The scoring criteria for this property can be found in Attachment C.

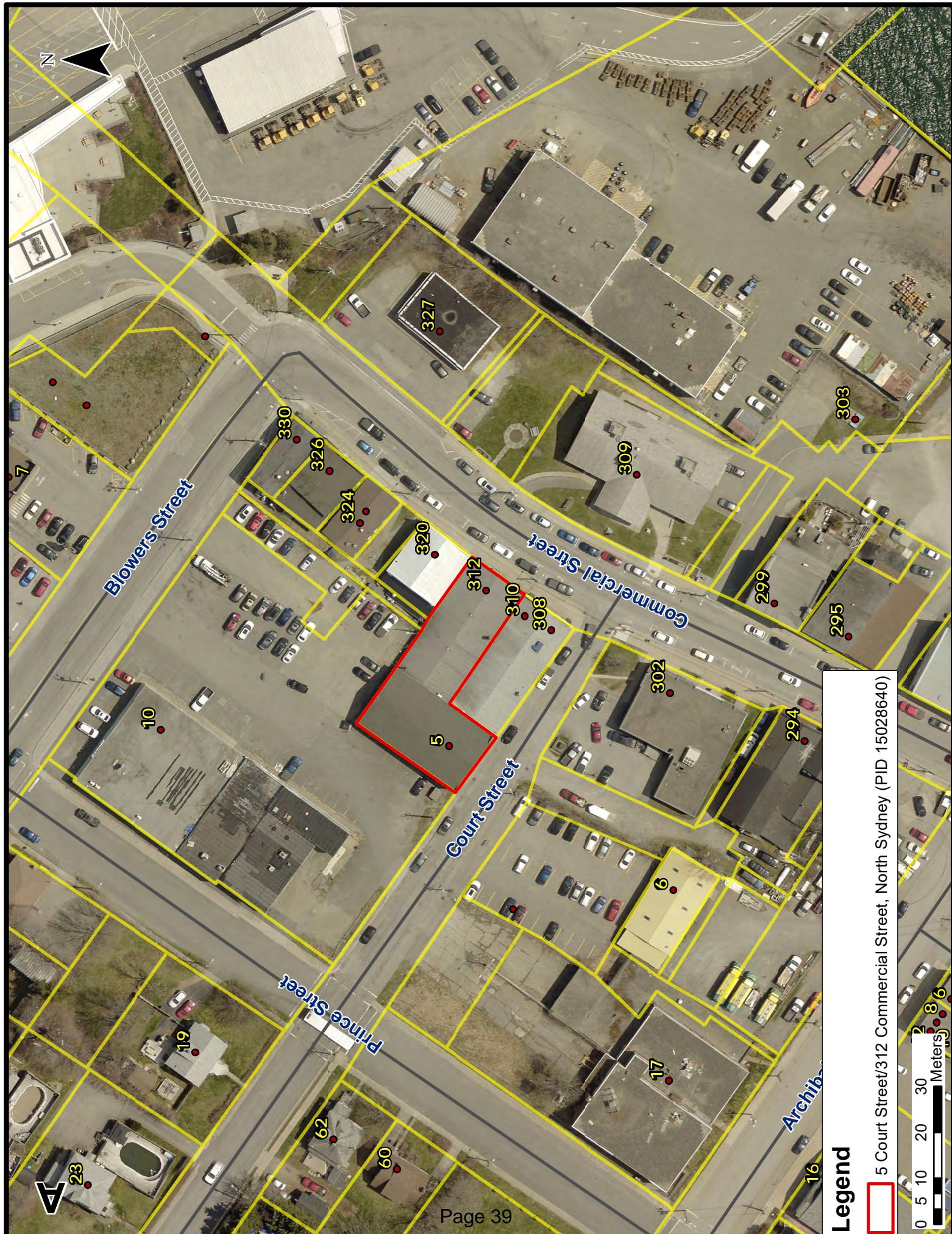
**Recommendation**

It is recommended the Heritage Advisory Committee advise Council to initiate the process for registering Court Street/312 Commercial Street, North Sydney (PID 15028640) as a Municipal Heritage Property.

Submitted by:

Originally Signed by

Karen Neville  
Planning and Development Department



**Applicant Information:**

**Name:** Sherry Finney

**Organization/Company Affiliation:**

**Address:**

**Telephone:**

**Email:** [REDACTED]

**Compiled with the help of:**

**Name:** Heritage Trust of Nova Scotia, [REDACTED], Executive Director

**Address:** [REDACTED]

**Telephone:** [REDACTED]

**Email:** [REDACTED]

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**Property Information:**

**Nova Scotia Property Identification Number (PID(s)):** [REDACTED]

**Owner(s):** Sherry Finney

**Address:** 5 Court Street/312 Commercial Street, North Sydney, B2A 1C2.

**Historical Information**

**1. Age of Property:**

This L-shaped structure was originally built in 1939 and comprises two connected units with separate addresses, one which fronts on Court Street (5 Court Street) and the other which fronts on Commercial Street (312 Commercial Street). 312 Commercial Street is part of the original construction and is 84 years old. 5 Court Street and used to function as a warehouse was burned down in 1950 and rebuilt in the same year and is 73 years old.

**2. Source of Information:**

The original date of construction, 1939, is present on a cement inlay in the bricks located centrally on the Commercial Street face of the building.

**3. Does this property have an association with the life or activities of a person, group, organisation, institution or an event that has made a significant**

**contribution to the local community, municipality, province, or country? If so, provide details:**

Association of the property with the community's economic, social, political, athletic or cultural history:

At the end of the nineteenth and beginning of the twentieth century an abundance of natural resources, like ore and coal, and easily accessible transportation by boat and train made Cape Breton the logical location to establish mines and quarries and their associated plants. These industries attracted thousands of immigrants from a wide range of countries and cultures, including Maronite Catholics from Lebanon and Syria. By 1921, Census records indicate that out of roughly 6,500 occupants there were 103 individuals living in North Sydney with at least one Lebanese or Syrian born parent.<sup>1</sup> Many of these immigrants came to Nova Scotia with little money and found work in the mines and steel industry or jobs that supported the lives of the people in the area, often learning English after their arrival.

The Lebanese and Syrian Immigrants in North Sydney worked in many different industries, but most commonly they were business owners or merchants. Richard Jabalee's family provides an excellent example of one such family. Jabalee arrived, not speaking English, in 1909 and over the course of thirty years went from being an industrial worker and peddler to opening four grocery businesses in North Sydney, one of which was a grocery and warehouse at 5 Court Street/312 Commercial Street (PID 15028640). During the twentieth century, much of North Sydney's main street, Commercial Street, specifically from Court Street to Blowers Street, was made up of businesses owned and operated by the Lebanese and Syrian communities, some of which include the Raheys who owned a grocery business, the Shebibs who ran a shoe repair store, the Kawaja family who had a trading company, and the Balahs who sold ladies' and children's clothing, all in the North Sydney area.<sup>2</sup> Through their successful businesses and community contributions such as donations to local sports teams the Lebanese and Syrian communities in North Sydney made a memorable impact on the economy of North Sydney and all of Cape Breton.<sup>3</sup>

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<sup>1</sup> This comes from genealogical history collected by the North Sydney Area Lebanese Heritage Society as well as the 1921 Canadian Census.

<sup>2</sup> This comes from genealogical history collected by the North Sydney Area Lebanese Heritage Society.

<sup>3</sup> Harold Jabalee, 2019, "Part 1 - Interview with Harold Jabalee," interview by Isabel Rahey-Tobin, October 25, 2019, [https://www.youtube.com/watch?v=amSizJ1d\\_ol](https://www.youtube.com/watch?v=amSizJ1d_ol)

Richard Jabalee's grocery businesses opened after four years of pedalling goods and working in various jobs in Cape Breton's industrial sphere. His first business, a wholesale grocery store, was run from a rented retail lot on Commercial Street and opened in 1917. In 1932, Jabalee decided to close his first business and purchase and open a different wholesale store on Commercial street as well as The Quality Store (another grocery store). The grocery store and warehouse run from 5 Court street and 312 Commercial Street (██████████) were the last of Richard Jabalee's businesses to open. The building was designed and built in 1939 by Melbourne Russell (M.R.) Chappell, the staff architect at Chappell's Ltd., a well-known Sydney operated construction and stonemasonry company.<sup>4</sup> Jabalee's grocery businesses were a supplier for most Northside grocers during their operation and opened at a time of population growth in North Sydney, which created a demand for new businesses which would cater to the growing population's needs. Many others belonging to the Lebanese and Syrian communities in North Sydney contemporaneously opened businesses of their own at the beginning of the twentieth century.

While open, these businesses employed numerous people in North Sydney, some of whom were also immigrants from Lebanon and Syria, as warehouse loaders and stockers, grocery clerks, box boys, meat cutters, office workers or delivery drivers. Each of the Jabalee stores employed fifteen to twenty people at a time with the warehouse employing fewer, likely between two and three. Many immigrants from this community worked at Jabalee's stores until they got their own start.<sup>5</sup> One example of this is the Rahey brothers who were employed at Richard Jabalee's grocery store and went on to become well regarded businessmen and open their own successful grocery chain.<sup>6</sup>

Notably, Richard Jabalee is also known to have aided in the war efforts during World War Two. Jabalee's warehouse and wholesale at 5 Court Street and 312 Commercial Street opened in 1939, the year of the beginning of World War II. Preparations for the onset of World War II also meant a population increase in towns

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<sup>4</sup> Biographical Dictionary of Architects in Canada, Chappell, Melbourne Russell, <http://dictionaryofarchitectsincanada.org/node/907> (Accessed August 11, 2023)

<sup>5</sup> This comes from oral history given by Charlene Pedersen, head of the North Sydney Area Lebanese Heritage Society.

<sup>6</sup> Harold Jabalee, 2019, "Part 1 - Interview with Harold Jabalee," interview by Isabel Rahey-Tobin, October 25, 2019, [https://www.youtube.com/watch?v=amSizJ1d\\_ol](https://www.youtube.com/watch?v=amSizJ1d_ol)

like North Sydney, as Canada began to increasingly stress the need for labour in industrial occupations like those at mines and plants. Jabalee's businesses grew with this population, providing employment opportunities and food for those at the home front. Wartime rationing did affect the product sold at Jabalee's stores, Harold Jabalee recounts that during the Second World War Jabalee's grocery stores did not sell their Canadian red brand beef, instead sending it overseas with the three ships he owned to service the convoys that left from Sydney Harbour.<sup>7</sup> Jabalee's businesses also partook in community aid at home. Much like other grocers and businesses in the twentieth century, Jabalee's businesses provided delivery options to the community and sponsored local sports teams. Harold Jabalee also recalled his father helping members of the community in need stating that "In those days there were no food banks...The merchants were the food banks: those who could pay made up for those who couldn't."<sup>8</sup>

Association of the property with a well-known person locally, provincially or nationally:

**Richard Jabalee:**

Jabalee was very well known both locally and throughout Atlantic Canada for numerous reasons. Richard Jabalee arrived in Nova Scotia with his father Asad in 1909 at the age of seventeen from Zahle, Lebanon and was followed by his mother and other siblings in 1913.<sup>9</sup> According to the oral testimony of Jabalee's son Harold, Richard Jabalee did not speak or read English when he arrived.<sup>10</sup> He first worked at a quarry in Georges River, then the local Nova Scotia Steel and Coal Company in Sydney Mines, then at the North Sydney docks and as a peddler before opening his first grocery store in a rented retail space on Commercial Street in 1917.<sup>11</sup> The 1917

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<sup>7</sup> Gordon Sampson, "Food behind Jabalee family's business success," *Saltwire*, November 10 2016, <https://www.saltwire.com/cape-breton/opinion/food-behind-jabalee-familys-business-success-21200/> (Accessed August 10, 2023).

<sup>8</sup> Gordon Sampson, "Food behind Jabalee family's business success," *Saltwire*, November 10 2016, <https://www.saltwire.com/cape-breton/opinion/food-behind-jabalee-familys-business-success-21200/> (Accessed August 10, 2023).

<sup>9</sup> In total the family included 4 sons and a daughter at the time of immigration. Statistics Canada, "Census of Canada, 1921" (RG31- Statistics Canada, 1921), page 9, <http://central.bac-lac.gc.ca/redirect?app=census&id=67607754&lang=eng>.

<sup>10</sup> Harold Jabalee, 2019, "Part 2 - Interview with Harold Jabalee," interview by Isabel Rahey-Tobin, October 25, 2019, <https://www.youtube.com/watch?v=myGnyeGHlo>

<sup>11</sup> Gordon Sampson, "Food behind Jabalee family's business success," *Saltwire*, November 10 2016, <https://www.saltwire.com/cape-breton/opinion/food-behind-jabalee-familys-business-success-21200/> (Accessed August 10, 2023).

store was the first of a series of such businesses that were owned by Richard Jabalee and his family. After closing the first business, two more opened in 1932, The Quality Store and a wholesale, and finally the last business, a warehouse and grocery store at 5 Court Street and 312 Commercial Street (PID 15028640), opened in 1939.<sup>12</sup> Jabalee's warehouse was a supplier for many of the grocery stores in North Sydney throughout the twentieth century, also providing delivery services. Jabalee was commonly referred to as 'The Boss' by those who knew him in North Sydney.<sup>13</sup>

Richard Jabalee's businesses carried items that could not be found elsewhere and were considered to be high quality by his customers. In particular, Richard's grocery chain, R. Jabalee and Northern Wholesale (later renamed R. Jabalee & Sons Ltd. in 1955) sold beef sourced from the west of Canada, which he labelled Canada's finest Red Brand Beef. Richard's stores sold this product so well that the CEO of Canada Packers, Norman MacLean, travelled from Toronto to North Sydney to meet him in person.<sup>14</sup>

In addition to Richard Jabalee's entrepreneurial reputation he was also an avid race horse owner, gaining a particular reputation for one horse named Marjorie M, who was referred to as 'Queen of the Maritimes'.<sup>15</sup> According to the oral testimony of Richard's son Harold Jabalee, his father had always had a love for horses, beginning to purchase race horses in the 1920s and keeping them in Montreal, later moving them to Nova Scotia so that he could be closer to them.<sup>16</sup> Richard Jabalee himself did not race the horses, instead his brother Mike Jabalee or friend Earl Avery from

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<sup>12</sup> Gordon Sampson, "Food behind Jabalee family's business success," *Saltwire*, November 10 2016, <https://www.saltwire.com/cape-breton/opinion/food-behind-jabalee-familys-business-success-21200/> (Accessed August 10, 2023).

<sup>13</sup> Harold Jabalee, 2019, "Part 1 - Interview with Harold Jabalee," interview by Isabel Rahey-Tobin, October 25, 2019, [https://www.youtube.com/watch?v=amSizJ1d\\_ol](https://www.youtube.com/watch?v=amSizJ1d_ol)

<sup>14</sup> Gordon Sampson, "Food behind Jabalee family's business success," *Saltwire*, November 10 2016, <https://www.saltwire.com/cape-breton/opinion/food-behind-jabalee-familys-business-success-21200/> (Accessed August 10, 2023).

<sup>15</sup> Harold Jabalee, 2019, "Part 1 - Interview with Harold Jabalee," interview by Isabel Rahey-Tobin, October 25, 2019, [https://www.youtube.com/watch?v=amSizJ1d\\_ol](https://www.youtube.com/watch?v=amSizJ1d_ol); Gordon Sampson, "Hard work allows for quality purchases," *Saltwire*, November 17, 2019, <https://www.saltwire.com/cape-breton/opinion/hard-work-allows-for-quality-purchases-21190/>. (Accessed August 10, 2023).

<sup>16</sup> Harold Jabalee, 2019, "Part 1 - Interview with Harold Jabalee," interview by Isabel Rahey-Tobin, October 25, 2019, [https://www.youtube.com/watch?v=amSizJ1d\\_ol](https://www.youtube.com/watch?v=amSizJ1d_ol)

New Brunswick acted as jockeys.<sup>17</sup> Jabalee was known to travel across America and the Maritimes to purchase horses and compete in horse racing competitions.<sup>18</sup> On one occasion Marjorie M was registered to compete at a race in Charlottetown, but instead the race was cancelled and Richard Jabalee was given the prize money as the organisers recognized that Marjorie would likely win.<sup>19</sup> Richard Jabalee took interest in other sports as well and was a shareholder and one of the original directors of the Northside Forum. He supported hockey and baseball in Cape Breton by attending games throughout the island and sponsoring local sports teams.<sup>20</sup> Richard Jabalee's success and reputation in the area is clearly displayed in a 1935 issue of the Sydney Post Record which included his name in a list of 'Leaders of Cape Breton.'<sup>21</sup>

### **Melbourne Russell Chappell:**

Melbourne Russell (M.R.) Chappell of Chappell's Ltd. (or Chappell Brothers & Co.) was the architect and builder of this building. Chappell is a person of note in the history of Nova Scotia, both for the work of his company as well as his purchase of Oak Island in the 1930s, and the treasure hunt there which he was committed to until his death in 1981.<sup>22</sup> Chappell also served as the Alderman for Sydney between 1924 and 1928.<sup>23</sup> M.R. Chappell's father William Chappell had founded the construction company Chappell's Ltd. in Sydney Nova Scotia and passed its management to his

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<sup>17</sup> Harold Jabalee, 2019, "Part 1 - Interview with Harold Jabalee," interview by Isabel Rahey-Tobin, October 25, 2019, [https://www.youtube.com/watch?v=amSizJ1d\\_ol](https://www.youtube.com/watch?v=amSizJ1d_ol); Gordon Sampson, "Hard work allows for quality purchases," *Saltwire*, November 17, 2019, <https://www.saltwire.com/cape-breton/opinion/hard-work-allows-for-quality-purchases-21190/>. (Accessed August 10, 2023).

<sup>18</sup> Harold Jabalee, 2019, "Part 1 - Interview with Harold Jabalee," interview by Isabel Rahey-Tobin, October 25, 2019, [https://www.youtube.com/watch?v=amSizJ1d\\_ol](https://www.youtube.com/watch?v=amSizJ1d_ol)

<sup>19</sup> Gordon Sampson, "Hard work allows for quality purchases," *Saltwire*, November 17, 2019, <https://www.saltwire.com/cape-breton/opinion/hard-work-allows-for-quality-purchases-21190/>. (Accessed August 10, 2023).

<sup>20</sup> Gordon Sampson, "Hard work allows for quality purchases," *Saltwire*, November 17, 2019, <https://www.saltwire.com/cape-breton/opinion/hard-work-allows-for-quality-purchases-21190/>. (Accessed August 10, 2023).

<sup>21</sup> Gordon Sampson, "Food behind Jabalee family's business success," *Saltwire*, November 10 2016, <https://www.saltwire.com/cape-breton/opinion/food-behind-jabalee-familys-business-success-21200/>. (Accessed August 10, 2023).

<sup>22</sup> "Chappell, Melbourne Russell," *Biographical Dictionary of Architects in Canada, 1800-1950*. Accessed August 10, 2023, <http://dictionaryofarchitectsincanada.org/node/907>.

<sup>23</sup> "Chappell, Melbourne Russell," *Biographical Dictionary of Architects in Canada, 1800-1950*. Accessed August 10, 2023, <http://dictionaryofarchitectsincanada.org/node/907>.

four sons upon his death.<sup>24</sup> Chappell's Ltd. was given contracts for several buildings around the province with M.R. Chappell being the staff architect for the firm. He was awarded the contract for 5 Court Street and 312 Commercial Street (PID 15028640) in 1939.<sup>25</sup> Some of Chappell's other works included the Isle Royale Hotel (1927), a theatre for a D.P. MacDonald (1938), and the Young Men's Christian Association (1940) in Sydney Nova Scotia, and the Maritime Winter Fair Arena in Amherst, Nova Scotia (1939) all of which have since been demolished.

**4. Are there any additional comments regarding the age and history of the structure that you can provide? If so, provide details.**

Oral history collected from Harold Jabalee indicates that the warehouse portion of the building burned down around 1950 and was rebuilt soon after.<sup>26</sup>

In 2008 the property was purchased by Paul Finney, Sherry Finney, Dale Finney and Robert Dickson, who renovated and in part restored the exterior and interior of the building.<sup>27</sup> The building continues to be used for commercial purposes, now housing several businesses inside including Breton Print, Bare Envy Skincare, and Trinity's Florals in the 5 Court Street unit and Nathan Ryan Law and Nora's 2 in the 312 Commercial Street unit.

**Architectural Information**

**1. Is the name of the Architect or Building known, if so provide?:**

The contract for the construction of the building was awarded to Melbourne Russell Chappell in 1939 and the construction was paid for by Richard Jabalee.<sup>28</sup> Melbourne

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<sup>24</sup> "Chappell, Melbourne Russell," *Biographical Dictionary of Architects in Canada, 1800-1950*. Accessed August 10, 2023, <http://dictionaryofarchitectsincanada.org/node/907>.

<sup>25</sup> Gordon Sampson, "Food behind Jabalee family's business success," *Saltwire*, November 10 2016, <https://www.saltwire.com/cape-breton/opinion/food-behind-jabalee-familys-business-success-21200/> (Accessed August 10, 2023).

<sup>26</sup> Harold Jabalee, 2019, "Part 7 - Interview with Harold Jabalee (with Edna Jabalee)," interview by Isabel Rahey-Tobin, October 25, 2019, <https://www.youtube.com/watch?v=-zp7Rls3uww>.

<sup>27</sup> Michael Tobin, 2008, "Deed: John Cruickshank Enterprises Limited to Paul Finney, Sherry Finney, Robert Dickson and Dale Finney," *Registry of Deeds*, January 30.

<sup>28</sup> Gordon Sampson, "Food behind Jabalee family's business success," *Saltwire*, November 10 2016, <https://www.saltwire.com/cape-breton/opinion/food-behind-jabalee-familys-business-success-21200/> (Accessed August 10, 2023).

Russell Chappell was also the architect for the project as he was the staff architect for Chappell's Ltd..<sup>29</sup>

## **2. Was the architect/builder of particular importance at the regional or local level?**

Melbourne Russell (M.R.) Chappell and his three brothers ran Chappell's Ltd. out of Sydney NS and were well known in the area as a reputable stonemasonry and construction company. The company was founded by their father William Chappell. Work attributed to Chappell's Ltd. and more specifically M.R. Chappell could be found mainly in Cape Breton but also in Amherst Nova Scotia. Some examples of his work included the Isle Royale Hotel built in 1927, a theatre for a D.P. MacDonald (1938), and the Young Men's Christian Association (1940) in Sydney Nova Scotia, and the Maritime Winter Fair Arena in Amherst (1939), Nova Scotia, all of which have unfortunately been demolished.<sup>30</sup> M.R. Chappell is also well-known for purchasing Oak Island in the 1930s and is credited with starting search efforts for treasure there.<sup>31</sup>

## **3. Does the building exhibit any unusual or unique architectural features? If yes, describe these features:**

The building features a cement inlay in the brick on the 312 Commercial Street storefront which reads "1939 R. Jabalee". Additionally, the L-shaped nature of the building, allowing enough space for both the warehouse and grocery store, is also unusual, but allows for the best use of this plot of land. Aside from the shape and other unique characteristics, this building is typical of warehouses and other industrial buildings of this period, like Pictou Iron Foundry located in Pictou, Nova Scotia, a provincially registered heritage property.<sup>32</sup>

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<sup>29</sup> "Chappell, Melbourne Russell," *Biographical Dictionary of Architects in Canada, 1800-1950*. Accessed August 10, 2023, <http://dictionaryofarchitectsincanada.org/node/907>.

<sup>30</sup> Chappell, Melbourne Russell," *Biographical Dictionary of Architects in Canada, 1800-1950*. Accessed August 10, 2023, <http://dictionaryofarchitectsincanada.org/node/907>.

<sup>31</sup> "Chappell, Melbourne Russell," *Biographical Dictionary of Architects in Canada, 1800-1950*. Accessed August 10, 2023, <http://dictionaryofarchitectsincanada.org/node/907>.

<sup>32</sup> Canada's Historic Places, "Pictou Iron Foundry," n.d. *Historic Places Canada*, <https://www.historicplaces.ca/en/rep-reg/place-lieu.aspx?id=14796&pid=0#:~:text=Description%20of%20Historic%20Place,included%20in%20the%20provincial%20designation>.

**4. Does the architecture have a distinct design unique to the local area? If yes, describe:**

Commercial Street in North Sydney (between Blowers Street and Court Street), an area where many of the buildings were owned by members of the Lebanese and Syrian communities throughout the 20th century, is defined by commercial, residential and industrial buildings similar to 5 Court Street/312 Commercial Street. This building is, however, architecturally unique in North Sydney due to its L-shape. This building and those that surround it illustrate the Lebanese and Syrian community's experiences during and contributions to the economic growth of North Sydney throughout the twentieth century.

**Construction Information**

**1. Type of Construction (For example, wood frame, mortar, brick, etc)**

5 Court Street:

Exterior:

The unit's exterior is rectangular with a gabled roof which overhangs slightly at the Court Street face. It is of wood frame construction with a cement foundation and with brick cladding. The bricks are painted red. On the southwest face the bricks on the lower half of the wall are exposed and painted red but covered with red metal siding on the upper half. It is not known when the red siding was installed, however, this was done while the warehouse was in business as when the present owners bought the building in 2008 there was a sign painted on the siding reading 'R. Jabalee & Sons.' This has since been removed. Black painted wooden dentils separate the exposed brick from the siding on the upper portion of the unit. The southwest side of the unit also features a rectangular window centrally placed above a three paned display window with two double-doors on either side. The moulding around the windows and doors is wood and is painted black. The sides of the unit are constructed of bricks which are covered in a layer of red painted concrete to provide stability. Windows line the sides of the building and have stone sills. The unit has a gabled roof which meets columns on either end. At the northeast corner of the warehouse on Court Street, the structure connects at a ninety-degree angle with the store on Commercial Street making it one L-shaped building.

Interior:

The top floor of the building retains visible elements of its original construction including exposed wood beams and brick walls. This space was renovated in 2022 and the owners have ensured that these characteristics remain visible and pay tribute to the building as a heritage structure.

**312 Commercial Street:**

The unit is rectangular with a gabled roof with columns on either side and a slight overhang. The unit has a cement foundation and is constructed of brick which is left exposed on the sides or of the structure. The Commercial Street face of the store features two recessed doors and several display windows covered by metal awnings, all with painted black wood trim. The top section of the Commercial Street storefront is covered with blue vertical metal siding. At the centre of the Commercial Street face there is a cement inlay in the brick which reads '1939: R. Jabalee' indicating the date of construction. Separated from the metal siding by black trim, the bottom half is covered with wooden panelling which is painted light blue. The column on either side of the storefront is covered in white vertical metal siding with black trim. The rear of this unit connects it with the warehouse at a ninety degree angle making it one L-shaped building.

**2. Does the building exhibit any interesting construction techniques or particular building technologies (i.e. wooden pegs, mortise and tenon, etc.)?**

Not to our knowledge.

**3. Present Building Condition**

Poor

Fair

Good

Excellent

**Alteration Information**

**1. Has the exterior of the building been structurally altered from its original appearance? If yes, when?**

**5 Court Street**

The exterior of this section of the property has retained many original elements.

Numerous restoration and renovations have been completed between 2008 and the

present. The present owners purchased the property in 2008, at this time the warehouse still had a sign painted directly onto the siding reading 'Jabalee and Sons Ltd.' The siding on the lower half of the building was removed shortly following the building's purchase in 2008. This renovation exposed the original brick which is painted red. Along with this change, the present owners also converted a garage door that was formerly centrally placed on Court Street face of the building into a large window with a black painted wooden frame, a change that references the original garage doors and keeps with the style of the building. At the same time as this renovation, they also converted the single doors and windows on either side of the garage door into double doors with black painted wooden frames; this was done to facilitate better access to the multiple retail rental units present inside the warehouse today. The window on the top half of the Court Street face as well as all of the windows on other faces of the unit are original and their frames were repainted black around the time of this renovation. The present owners have also worked to restore the cement coating over the exposed brick and the window sills along the sides of the building.

### 312 Commercial Street

The storefront on Commercial Street has changed significantly since the business's operation in the twentieth century. The storefront was formerly entirely glass aside from two recessed entryways. At an unknown date this storefront was renovated to then feature one recessed entryway with the remaining wall being made of windows. The present owners have renovated this storefront twice since its purchase in 2008. The first renovation in 2008 resulted in the Commercial Street face having two recessed entryways, placed differently than the original construction, and three windows covered with red cloth awnings and surrounded with black painted trim. During the 2008 renovation the walls were covered with beige metal siding which was over the original brick. In 2020 further exterior renovations took place which changed the colour of the metal siding from beige to blue and changed the awnings over windows from red cloth to white metal.

### **Contextual Information**

#### **1. Does the building serve as a visual landmark? Why?**

The building serves as a landmark along Court and Commercial Street because of its size, design, and placement. The Court Street warehouse serves as a visual landmark as it is one of the only industrial style buildings located on the street. The warehouse is also the tallest building on this street, being two storeys tall, and is painted red, making it clearly visible and unique from its surroundings. The Commercial Street storefront also serves as a visual landmark due to its unique appearance. The inclusion of columns on either side of the structure and awnings over the display windows as well as the store's roofline differentiate it from neighbouring buildings. This storefront also serves as a visual landmark due to the cement inlay dating the building to 1939. This element not only helps to identify the age of this specific structure but also helps to place this building and those around it in a time when North Sydney and its Lebanese and Syrian population were economically flourishing, and this part of Cape Breton was a hub of activity. Aside from being a physical landmark this structure also serves as a cultural landmark within the community. The grocery store and warehouse were located in the commercial centre of North Sydney. More specifically they were located in an area of a few blocks which was almost entirely owned by Lebanese and Syrian immigrants, many of whom lived in the residential neighbourhood behind Commercial Street. Children who grew up in this community during the store's operation have memories of going to Jabalee's grocery store after school to pick up candies from Jabalee's warehouse on the way to play games on the field where Ultramar sits today.<sup>33</sup> Others in the community recall family members working for Jabalee at one of his businesses, like the grocery store and warehouse, as they found their place in North Sydney or waited to start their own businesses as many in the Lebanese and Syrian communities did.<sup>34</sup>

## **2. How do nearby buildings compare with the subject property?**

The grocery store and warehouse on Court Street and Commercial Street stands out from the surrounding buildings. The design of both street facing facades of this building differs from those neighbouring it in shape. The roofline on Court Street and

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<sup>33</sup> Harold Jabalee, 2019, "Part 2 - Interview with Harold Jabalee," interview by Isabel Rahey-Tobin, October 25, 2019, <https://www.youtube.com/watch?v=myGnyeHGl0>

<sup>34</sup> Harold Jabalee, 2019, "Part 1 - Interview with Harold Jabalee," interview by Isabel Rahey-Tobin, October 25, 2019, [https://www.youtube.com/watch?v=amSizJ1d\\_ol](https://www.youtube.com/watch?v=amSizJ1d_ol)

Commercial Street features a gable met as each side of the facade by columns, while other rooflines on Court and Commercial Street are mostly flat. In addition to this the Court Street warehouse is red in colour compared to two grey buildings which neighbour it. The Commercial Street storefront also features white metal awnings that are not present on other buildings along Commercial Street. More broadly speaking, the building is not uncharacteristic of this section of Commercial Street, running historically from Blowers Street to Court Street, most of which was owned by the Lebanese and Syrian Community. Many of the buildings on Commercial Street feature similar boomtown facades to 312 Commercial Street / 5 Court Street. This building's registration would help to preserve more than just the memory of Jabalee's family businesses, but also the many other Lebanese and Syrian owned businesses along this street.

**Photographs:**



Photograph taken around 1950 depicting the fire damage at the warehouse at 5 Court Street. The photograph was taken from Court Street looking towards Blowers Street. The wall connecting the warehouse to the grocery store is to the right of the camera shot.

Source: Charlene Rahey-Pedersen in North Sydney Area Lebanese Heritage Society, "1950 Fire at R. Jabalee Meats and Groceries," Facebook, October 27, 2019,

<https://www.facebook.com/photo/?fbid=10156380440206822&set=oa.2488528464598250>



Photograph taken in 2008 showing the Court Street warehouse storefront before the present owners first renovation.

Source: Photograph taken by Sherry Finney.



Photograph taken before 2012 showing renovation progress at the Court Street warehouse.

Source: Photograph taken by Sherry Finney.



Photograph taken in 2012 of the Court Street storefront as well as its northwestern wall.

Source: Cropped image from Google Street View (5 Court Street, North Sydney, B2A 1C2)

Application for 5 Court Street and 312 Commercial Street, CBRM



Photograph taken in 2012 of the Court Street storefront of the building.

Source: Cropped image from Google Street View (5 Court Street, North Sydney, B2A 1C2).



Photograph taken in 2016 depicting the storefront on Court Street.

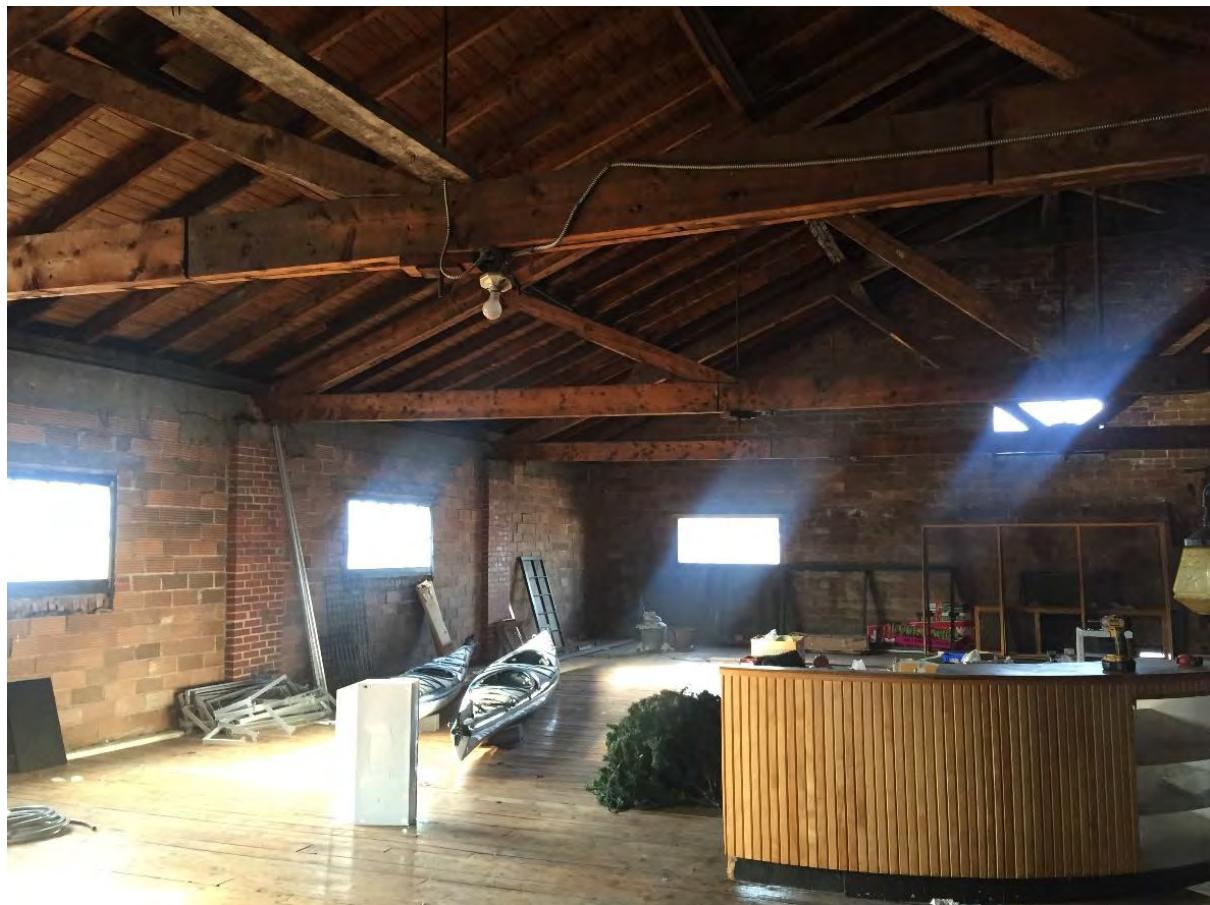
Source: Lou Musgrave in North Sydney Area Lebanese Society's page, 2019, "This building will be familiar to many Northsiders. Located on the lower end of Court Street across from the Vooght Building, it housed the operations of Northern Wholesale also known as Jabalee's Wholesale." Facebook, August 4, 2019.

<https://www.facebook.com/photo/?fbid=1284415465073375&set=gm.2332318270219271>



Photograph taken in 2022 depicting 5 Court Street and 312 Commercial street from Blowers Street.

Source: Cropped image from Google Street View (10 Blowers Street, North Sydney, B2A 2Y2)



Photograph taken before 2022 showing the second floor of the warehouse with original wood frame and exposed brick.

Source: photograph taken by Sherry Finney.



Photograph taken in 2022 showing the 2nd floor of the warehouse with original exposed brick, floors, and wooden frame.

Source: Photograph taken by Sherry Finney.



Photograph taken in 2022 showing the 2nd floor of the warehouse with original floor and exposed wooden frame.

Source: Photograph taken by Sherry Finney.



Photograph taken in the 1950s depicting Richard Jabalee and others in front of his grocery store on Commercial Street.

Source: Charlene Rahey-Pedersen in North Sydney Area Lebanese Heritage Society's page, 2019, "R. Jabalees Meats and Groceries," Facebook, October 27, 2019.

<https://www.facebook.com/photo/?fbid=10156380440481822&set=oa.2488528464598250>.



Photograph taken around the 1950s featuring the Commercial Street storefront of the building.

Source: Charlene Rahey-Pedersen in North Sydney Area Lebanese Heritage Society, "Easter Window at R. Jabalee Meats and Groceries. In the window is Nicholas Rahey and Richard Jabalee," Facebook, October 27, 2019,

<https://www.facebook.com/photo/?fbid=10156380440526822&set=oa.2488528464598250>



Photograph taken in the 1970s depicting Commercial Street with R. Jabalee & Sons Supermarket on the left.

Source: Lou Musgrave in North Sydney Area Lebanese Heritage Society's page, 2021, "Downtown North Sydney, from Court St to Blowers. Coming and going. Look like seventies era photos," Facebook, November 12, 2021,

<https://www.facebook.com/photo/?fbid=1981789132002668&set=oa.589161462133888>



Photograph taken around the 1970s depicting the Commercial Street storefront of R. Jabalee & Sons Supermarket.

Source: Lou Musgrave in North Sydney Area Lebanese Heritage Society's page, 2021, no caption, Facebook, November 12, 2021,

<https://www.facebook.com/photo/?fbid=1981790718669176&set=oa.589161462133888>



Photograph taken between 2008 and 2022 depicting the Commercial Street storefront of the building.

Source: Lou Musgrave in North Sydney Area Lebanese Heritage Society's page, 2019, "The changing face of downtown North Sydney. The black and white is a fifties era photograph of R. Jabalee's Grocery. The other photo shows the building today," Facebook, July 3, 2019, <https://www.facebook.com/photo/?fbid=1260981054083483&set=pcb.2276429512474814>

Application for 5 Court Street and 312 Commercial Street, CBRM



Photograph taken in 2022 depicting the Commercial Street storefront of the building.

Source: Cropped image from Google Street View (312 Commercial Street, North Sydney, B2A 1C3)



Photograph taken in 2023 of the Commercial Street Storefront, showing the cement inlay reading “1939 R. Jabalee.”

Source: photograph taken by Sherry Finney.



**References:**

Biographical Dictionary of Architects in Canada. "Chappell, Melbourne Russell." n.d. <http://dictionaryofarchitectsincanada.org/node/907>. (Accessed August 11, 2023).

Canada's Historic Places. "Pictou Iron Foundry." n.d. *Historic Places Canada*. <https://www.historicplaces.ca/en/rep-reg/place-lieu.aspx?id=14796&pid=0#:~:text=Description%20of%20Historic%20Place,included%20in%20the%20provincial%20designation>. (Accessed August 21, 2023).

Jabalee, Harold. "Part 1 - Interview with Harold Jabalee." Interview by Isabel Rahey-Tobin. October 24, 2019. [https://www.youtube.com/watch?v=amSizJ1d\\_ol](https://www.youtube.com/watch?v=amSizJ1d_ol). (Accessed August 12, 2023).

Jabalee, Harold. "Part 2 - Interview with Harold Jabalee." Interview by Isabel Rahey-Tobin. October 24, 2019. <https://www.youtube.com/watch?v=myGnyeGHglo>. (Accessed August 12, 2023).

Jabalee, Harold. "Part 3 - Interview with Harold Jabalee." Interview by Isabel Rahey-Tobin. October 24, 2019. <https://www.youtube.com/watch?v=fPG8x4Z-Ljc>. (Accessed August 12, 2023).

Jabalee, Harold. "Part 4 - Interview with Harold & Edna Jabalee in background." Interview by Isabel Rahey-Tobin. October 24, 2019. <https://www.youtube.com/watch?v=F5uughC5t3q>. (Accessed August 12, 2023).

Jabalee, Harold. "Part 6 - Interview with Harold Jabalee (with Edna Jabalee)." Interview with Isabel Rahey-Tobin. October 24, 2019. <https://www.youtube.com/watch?v=-zp7Rls3uww>. (Accessed August 12, 2023).

Sampson, Gordon. 2016. Food behind Jabalee family's business success. November 10. Accessed August 10, 2023. <https://www.saltwire.com/cape-breton/opinion/food-behind-jabalee-familys-business-success-21200/>.

Sampson, Gordon. 2017. Hard work allows for quality purchases. November 17. Accessed August 10, 2023. <https://www.saltwire.com/cape-breton/opinion/hard-work-allows-for-quality-purchases-21190/>.

Statistics Canada. 1921. "Canadian Census." Census, Ottawa, ON.



This indenture

made the seventeenth day of October  
in the year of Our Lord One Thousand Nine Hundred and thirty-nine.

Between Villard of Thompson, Merchant, and Eliphalet Thompson, his wife and Anna  
Wiley, aforesaid woman, all of said town, of the County of Litchfield, trying to establish the "Enterprise" of the coal  
and charcoal trade of North America, the County of Litchfield, Connecticut, publishing the same, called the "Enterprise"  
of Connecticut. Thompson aforesaid, is the first, having all and general the "Enterprise" and premises  
herein described to the said County, and especially and especially to the said Litchfield a deal of  
the said land and premises, which said land has been lost by the said Granite and was not  
recovered, and the said Granite has requested the said Granite to execute and deliver  
to him this confirmation-deed.

It is earnest that the said Grantors

are me, this  
be nothing

for and in consideration of the sum of

One Valley

of lawful money of the Dominion of Canada, to the said

Gratias

is hand well and truly paid by the said

*Scintex*

at or before the sealing and delivery of **These Presents**, the receipt whereof is hereby acknowledged,

accordant with them) have been examined and confirmed, and by these Presidents

plaint, parrained, sold, attened, enfeoffed, released, remised,

do and each of them does

grout, bargain, yell, often, envelope,

release, remise, convey and confirm unto the said

Grant, his

Heir and Assigns, Ell that certain lot, piece or parcel of land and premises  
situate, lying and being in the City of Hollidaysburg, in the County of  
Cass, bounded and described as follows: Beginning at a point on  
the northern side of Commercial Street, said point being the southeastern  
corner of the lot formerly owned and occupied by Mary Scott; thence  
running north at right angles to Commercial Street one hundred and forty-five  
(45) feet to the northern boundary line of lot No. 8 in said Street; thence to the  
6th Street line of the Buffalo Estate; thence northward along the northern  
boundary line of said lot No. 8 a distance of (84) eighty-four feet, more or  
less to the eastern boundary line of Cedar Street; thence southward  
along the said eastern side line of Cedar Street fifty (50) feet to the  
northwest corner of lot No. 17 in said Street; then westward and occupied  
by Joseph Miller; thence at right angles easterly along the said  
boundary line of said lot No. 17, forty feet; thence at right  
angles southwardly along the eastern boundary line of said lot No. 17,  
ninety-five (95) feet to the northern side line of Commercial Street; thence  
easterly along the said last named street line forty-five (45)  
feet to the point of beginning, and being part of the lot occupied  
by Mary Scott to Phillip S. Thompson and these witness,

together with all and singular the Buildings, Easements, Tenements, Hereditaments and Appurtenances to the same belonging, or in anywise appertaining, with the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, property and demand, both at law and in equity of

the said Grantors

of, in, to, or out of the same, or any part thereof: **TO HAVE AND TO HOLD** the said Land and Premises with the appurtenances and every part thereof, unto the said

Grantors, his

Heirs and Assigns to *his and*  
and the said

their sole use, benefit and behoof forever,

By  
and with the said

Heirs, Executors and Administrators, hereby covenant, promise and agree to

Heirs and Assigns, in manner following, that is to say: That it shall be lawful for the said

Heirs and Assigns, from time to time, and at all times hereafter, peaceably and quietly, to enter into the said Land and Premises, and to have, hold, occupy, possess and enjoy the same without the lawful let, suit, hindrance, eviction, denial or disturbance of, from or by the said.

or any person or persons whatsoever, lawfully claiming or to claim the same. And also that the said

a good, sure, perfect and indefeasible estate of inheritance, in fee simple in the said Land and Premises, and good right, full power and lawful authority to sell and convey the same in manner and form as they are hereby sold and conveyed and mentioned as intended so to be, and that the same are free from encumbrances.

And lastly that the said

Heirs, the said Land and Premises, and every part thereof, unto the said

Heirs and Assigns against the lawful claims of all persons whomsoever shall and will by these presents warrant and forever defend.

*In Witness Whereof,* the said parties to these presents have hereunto set their Hands and Seals affixed, the day and year first above written.

Signed, sealed and delivered  
in the presence of

Primrose Shifford  
Chas. C. Miller

Willard S. Thompson (S.S.)  
Ethel Thompson (S.S.)  
Teresa Miller (S.S.)

PROVINCE OF  
COUNTY OF  
Be it Rem-  
before me, the  
Ethel G.  
who, having b  
Indenture, is b  
of, from or by  
of the  
PROVINCE OF  
COUNTY OF  
On this  
subscriber, per  
Indenture, wh  
Willard  
the parties  
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Ad 1937 on

belonging, or  
& all the

PROVINCE OF NOVA SCOTIA,

County of Yarmouth ss.

Be it Remembered, that on this the 18th day of October

A. D., 19<sup>39</sup>

before me, the Subscriber personally came and appeared

*Etta Thompson* wife of *Willard S. Thompson* mentioned in the foregoing Indenture, who, having been by me examined separate and apart from her said husband, did declare and acknowledge that the said Indenture, is her free act and deed, and that she executed the same freely and voluntarily, without fear, threat or compulsion of, from or by her said husband, and for a full release of all her claims to the lands and premises mentioned therein.

*J. G. Hackett, a Commissioner  
of the Supreme & County Court in and for the Province of Nova Scotia.*

PROVINCE OF NOVA SCOTIA,

County of Yarmouth ss.

On this 18th

day of October A. D., 19<sup>39</sup> before me, the subscriber, personally came and appeared *Priscilla Shifford Miller*, subscribing Witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that

*Willard S. Thompson, Etta Thompson and Priscilla Miller*  
the parties thereto signed, sealed and delivered the same in his presence.

*J. G. Hackett, a Commissioner  
of the Supreme & County Court in and for the Province of Nova Scotia.*

Entered on record at my office, on the twentieth day of October  
A.D. 1939, on faith of the foregoing certificate by the *J. G. Hackett*  
Regd

and agree to

and Promises  
entered, from

it, full-power  
mentioned-as.

and forever.

Witnessed these  
and affixed, the

18th  
Oct 1939

A.C.O.Y.

D.J. 494, Doc. 2913

This is the last Will and testament of me, Richard Jabalee, of North Sydney in the County of Cape Breton Merchant. I hereby revoke all former Wills or other testamentary dispositions by me at any time heretofore made.

1. I appoint my son, George Jabalee, to be Executor of this my Will.
2. I direct my Executor to pay all my just debts, funeral and testamentary expenses as soon as conveniently may after my decease.
3. I direct my Executor to use the sum of Two Hundred Dollars for Mass Offerings for the repose of my soul and the soul of my late wife, Edna Jabalee.
4. I give and bequeath to St. Joseph's Parish, North Sydney, the sum of Five Hundred Dollars.
5. I direct my Executor to pay to the male parent of my grandchildren (three in number) the sum of Two Thousand Dollars for each child of said parent. I would like this sum to be used towards the education of such children but if it is not so used it is to be paid over to such children when each becomes of legal age.
6. I give and bequeath to my daughter, Rose Marie Jabalee, all my household furniture and effects and all articles

8. I give and bequeath to my daughter, Rose Marie Jabalee, the sum of Twenty-five Thousand Dollars (\$25,000.00).

9. I give and bequeath to my daughter, Rose Marie Jabalee, one thousand of my shares of the common stock of The Royal Bank of Canada.

10. I give and bequeath to my sister-in-law, Mary Kascouf, the sum of Fifteen Thousand Dollars (\$15,000.00).

11. I give and bequeath to my sister-in-law, Mary Kascouf, five hundred of my shares of the common stock of The Royal Bank of Canada.

12. I give and bequeath to my daughter, Rose Marie Jabalee, and to my sister-in-law, Mary Kascouf, in equal shares

the proceeds of my two life insurance policies with the New York Life Insurance Company, together with any additions or accretions thereto.

13. I give and bequeath to my daughter-in-law, Edna Jabalee, wife of my son Harold, the sum of Five Thousand Dollars (\$5,000.00).

14. I give and bequeath to my son, George Jabalee, all of my Preference Shares (Preferred Shares) of the capital stock of R. Jabalee & Sons Limited.

15. I give and bequeath to my son, George Jabalee, sixty (60) percent of my common shares of the capital stock of R. Jabalee & Sons Limited.

16. I give and bequeath my remaining shares of the common stock of R. Jabalee & Sons Limited to my son George Jabalee in Trust to hold the same in Nomine for a period of ten years after my death. At the end of the ten year period he is to

496.

business is carried on if it is not continued for ten years after my death. If only one of my said two sons continues to be engaged in the operation of the said business for the said period of ten years then the shares which were to go to the other son shall also go to the son who continued to be engaged in the operation of the said business. If neither my son Harold or my son Joseph continues to be engaged in the operation of the said business then all of the remaining shares are to go to my son, George Jabalee. Temporary absences due to ill health or for any reason acceptable to George Jabalee as Trustee are not to be considered as being absent. If either my son Harold or my son Joseph should die during the ten year period then other terms of this my Will shall come into effect.

17. Notwithstanding the provisions of Clause 16 above of this my Will if my son George Jabalee in his sole discretion considers it advisable or desirable or in the interest of the business or for any other reason to terminate the Trust by which he hold the said shares he may do so in whole or in part and deliver to his brother or brothers the shares he holds in trust for each of them or any part of the said shares, either at one time or at different times, regardless whether they or either of them are engaged in the operation of the said business or were so engaged at the time of my death or if they were so engaged from time to time though not continuously.

18. During the time my son George Jabalee is holding the said shares mentioned in Clause 16 hereof in trust he may, if the company declares a dividend in any year, pay the said dividend to his brothers on the shares he hold in trust for

shares and divide the proceeds of such sale or sales between his brothers in the same proportion as he is to divide the shares at the end of the ten year period provided they are actively engaged in the operation of the said business.

19. If either of my sons Harold or Joseph should die before the expiration of the ten year period while being actively engaged in the operation of the said business but leaving a child or children him surviving then the shares which would have gone to the father had he lived are to go to such child or children at the end of the ten year period or at such earlier time as my son George Jabalee as Trustee may think advisable or desirable.

In the event that a child or children living at the time of the death of the male parent should die before the end of the ten year period without a brother or sister surviving then the shares which would have gone to the male parent had he lived are to go to my other children then living in equal shares.

In the event that my son George Jabalee should die before the expiration of the said ten year period then the trust shall terminate at his death and the shares so held by him in trust shall become the property of my sons Harold and Joseph Jabalee in the proportions hereinbefore mentioned provided they are engaged in the operation of the said business and if only one is so engaged the said shares are to go to him. If neither of them are so engaged in the operation of the business then the said shares are to go to my children then living in equal shares.

20. I give and devise all my real estate, except that left to my daughter, Rose Marie by Clause 7 of this my Will to my son. George Jabalee, <sup>Page 7</sup> Butely.

498.

22.

I give, devise and bequeath all the rest, residue and remainder of my estate to my sons in the following manner and proportion:

70 percent to my son, George Jabalee,

15 percent to my son, Joseph Jabalee,

15 percent to my son, Harold Jabalee,

and if any of my said sons should die before me then the share of the residue of my estate which was to have gone to such son had he lived is to go to his children in equal shares.

In the event that my son, George Jabalee, should die before me then I appoint my other living children to be Executors of this my Will.

In Witness Whereof I have hereunto set my hand at North Sydney, Nova Scotia this 9th. day of January, A.D. 1981.

*Richard Jabalee*

Signed, published and declared by Richard Jabalee as his last Will in the presence of us both being present at the same time who at his request and in his presence and in the presence of each other have signed hereunder as Witnesses:

*John M. Macdonald*

(C) *Dear Ingraham*

# THIS WARRANTY DEED

made this 30th day of

January, A.D. 2008.

**BETWEEN:** JOHN CRUIKSHANK ENTERPRISES LTD. a body corporate.

hereinafter called the "GRANTOR"

OF THE ONE PART

**AND:**

PAUL FINNEY and his wife, SHERRY FINNEY, and ROBERT DICKSON, all of Sydney Mines, Cape Breton Regional Municipality, Province of Nova Scotia; and DALE FINNEY, of Oshawa, Province of Ontario.

hereinafter called the "GRANTEEES"

OF THE OTHER PART

**WITNESSETH** that in consideration of One Dollar (\$1.00) and other good and valuable consideration:

**THE GRANTOR** hereby conveys to the Grantee the lands described in Schedule "A" to this Warranty Deed and hereby consents to this disposition, pursuant to the Matrimonial Property Act of Nova Scotia, as Joint Tenants and not as Tenants-in-Common.

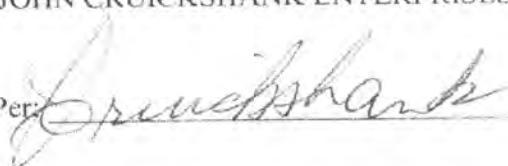
**THE GRANTOR** covenants with the Grantee that the Grantee shall have quiet enjoyment of the lands, that the Grantor has a good title in fee simple to the lands and the right to convey them as hereby conveyed, that they are free from encumbrances and that the Grantor will procure such further assurances as may be reasonably required and it is agreed and declared that the terms "Grantor" and "Grantee" used in this Deed shall be construed to include the plural as well as singular and the masculine, feminine or neuter genders where the context so requires.

IN WITNESS WHEREOF, the party to these presents has hereunto set his hand and seal on the day and year first above written.

**SIGNED, SEALED AND DELIVERED)**

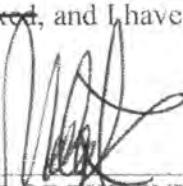
in the presence of:

  
Michael A. Tobia  
A Barrister of the Supreme Court  
of Nova Scotia

) JOHN CRUICKSHANK ENTERPRISES LTD  
)  
)  
)  
)  
)  
Per: 

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

I CERTIFY that on this 21st day of June, 2007, **John Cruickshank Enterprises Limited**, one of the parties in the foregoing Indenture, caused the same to be executed in its name and on its behalf ~~and its Corporate Seal to be thereunto affixed~~, and I have signed as a witness to such execution.

  
A BARRISTER OF THE SUPREME COURT  
OF NOVA SCOTIA

**AFFIDAVIT OF STATUS**

**PROVINCE OF NOVA SCOTIA  
TOWN OF NORTH SYDNEY**

I, John Cruickshank, of Sydney, Province of Nova Scotia, make oath and say as follows:

1. **THAT** I am the authorized signatory of John Cruickshank Enterprises Limited and as such have a personal knowledge of the matters herein deposed to.

2. **THAT** no signing officer of John Cruickshank Enterprises Limited occupies the above referred to lands as set out in Schedule "A" annexed hereto as a matrimonial home.

**SWORN TO** at North Sydney, )  
Province of Nova Scotia, this 30th )  
day of January, A.D. 2008, before me: )

**A BARRISTER OF THE SUPREME  
COURT OF NOVA SCOTIA** )

Michael A. Tobin  
A Barrister of the Supreme Court  
of Nova Scotia



JOHN CRUICKSHANK

2008-01-25 10:00:43

**PDCA: NOTIFICATION OF APPROVAL**

This is to confirm that we have approved a Parcel Description Certification Application for the following parcel:  
15028640

The Type of Application is EXISTING PARCEL.

The Application Number is 263758.

The User Supplied Reference is CRUICHSHANK

**Parcel Description:**

All that certain lot, piece or parcel of land and premises situate, lying and being in the Town of North Sydney, in the County of Cape Breton and Province of Nova Scotia, bounded and described as follows:

BEGINNING at a point on the northern side of Commercial Street, said point being the southeastern corner of the lot formerly owned and occupied by Mary Gentle;

THENCE running north at right angles to Commercial Street one hundred and forty five (145) feet to the northern boundary line of Lot No. 8 in Block Letter K on the C.M. Odell plan of the Breslitt Estate;

THENCE westwardly along the northern boundary line of said Lot No. 8 a distance of (84) eighty-four feet, more or less to the eastern boundary line of Court Street;

THENCE southerly along the said eastern side line of Court Street fifty (50) feet to the northwest corner of Lot No. 17 in said Block K now owned and occupied by Joseph Naddaf;

THENCE at right angles eastwardly along the said northern boundary line of said Lot No. 17, forty (40) feet;

THENCE at right angles southwardly along the eastern boundary line of said Lot No. 17, ninety-five (95) feet to the northern side line of Commercial Street;

THENCE eastwardly along the said last named street line forty-six (46) feet to the POINT OF BEGINNING.

The description for this parcel originates with a Deed dated October 17, 1939, registered in the Registration District of Cape Breton County in Book 379 at Page 103 and the subdivision is validated by Section 291 of the Municipal Government Act.

CAPE BRETON COUNTY Land Registration Office

**Property Requesting Registration: 5 Court Street/312 Commercial Street, North Sydney (PID 15028640)**

<b>Historic Significance</b>		
Age of Property 1939 & 1950	30 points	20 points
Association of the property with the community's economic, social, political, athletic or cultural history	20 points	10 points
Association of the property with a well-known person locally, provincially or nationally	10 points	5 points
Association of the property with a significant event in a community's history (such as incorporation of a former municipal unit, a famous labour dispute, a famous court case)	10 points	0 points
<b>Architectural Significance</b>		
Presence of rare or unique architectural features on the exterior (such as stained glass windows, Scottish dormers, turrets, unique pre-fabricated features on modern buildings, etc.)	20 points	10 points
Exceptional example of a particular architectural style; in order to score high in this category a structure need not be old or elaborately designed [(a modern building that is unique or is a particularly good example of a particular style could score high in this category, as could a modest, relatively unornamented structure if it is a very good example of a particular style (such as a semi-detached coal company house))]	50 points	20 points
Exterior is wood, clay brick or natural stone	10 points	5 points
Has been very substantially altered in recent years; most or all original features (dormers, windows, doors, verandahs, etc.) have been changed in size and/or style or have been removed	-25 points	-10 points
Property is in a deteriorated state, requiring major repairs	-15 point	0 points
Presence of unique interior features (such as a Casavant Freres organ, exceptional interior wood work, unique light fixtures) - <i>points to be awarded only in cases where the building is open to the public on a regular basis (places of faith, theatres, public buildings)</i>	5 points	0 points
<b>Cultural Significance</b>		
Association of the property with the history of a particular religious or ethnic group in the CBRM	25 points	15 points
Association of the property with social or sports events within a community over a long period of time	25 points	0 points
<b>*Total</b>	<b>165 points</b>	<b>75 points</b>

\* It is intended that this scoring criteria will be used as a guide; it is not recommended that a specific score in each category would be required in order for registration to proceed. However, it is assumed that in order to be registered a property should score at least 50 points overall.

**Municipal Heritage Registration – Bethel Presbyterian Church (9 Brookland Street, Sydney)**

**Motion**

Moved by Councillor Paruch, seconded by Councillor MacMullin, to recommend to Council to initiate the process for registering Bethel Presbyterian Church located at 9 Brookland Street, Sydney (PID 15066780) as a Municipal Heritage Property.

**Motion Carried**



**TO:** Heritage Advisory Committee

**DATE:** May 21, 2025

**FROM:** Karen Neville

**RE:** Request for Municipal Heritage Registration – Bethel Presbyterian Church (9 Brookland Street, Sydney)

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**Background**

A request has been received from Brad Gillespie, Elder of the Bethel Presbyterian Church, to register 9 Brookland Street, Sydney (PID 15066780) as a Municipal Heritage Property (Attachment A). The applicant's submission for Heritage Registration can be found in Attachments B through L. The unique architectural features along with its cultural significance are cited for the reasons for Municipal Heritage Registration.

Completed in 1926, the Bethel Presbyterian Church has served as a continuous place of worship for nearly a century and holds significant historical, architectural, and cultural value within the community. Architecturally, the church is an example of Old Colonial design, featuring large white columns, a distinctive rosette window, and four floor-to-ceiling stained glass windows (Attachments F, G, H, I, and J). The church's steeple, still one of the tallest structures in downtown Sydney, remains a visual landmark, easily visible to those entering Sydney via George Street. The building was designed by architect William F. Sparling and Company of Toronto. Construction was led by Chappells Limited which was operated by M.R. Chappell, who was a Sydney Alderman during the time of construction.

The building incorporates innovative construction methods for its time, including steel roof trusses and columns, chosen for their fire-retardant properties in response to earlier church fires. The structure remains in good condition, with the original wooden clapboard preserved beneath aluminum siding added before 1970. The historic bell, cast in 1857 and previously used in two earlier Presbyterian churches, continues to ring from Bethel's steeple, making it the oldest bell in use in Sydney. In addition, the sanctuary houses a Casavant Brothers Organ, installed in 1966 and still in use today (Attachment K and L).

As indicated, the applicant is requesting Municipal Heritage Registration based on the unique architectural and cultural significance. While the combination of architecture features and cultural significance supports the request for Municipal Heritage Registration of the property, the scores associated with architectural significance are the main reasons for considering this property as a Municipal Heritage Property. The scoring criteria for this property can be found in Attachment M.

**Recommendation**

It is recommend the Heritage Advisory Committee advise Council to initiate the process for registering Bethel Presbyterian Church located at 9 Brookland Street, Sydney (PID 15066780) as a Municipal Heritage Property.

Submitted by:

A solid black rectangular box used to redact a signature.

Karen Neville  
Planning and Development Department

## Information to Support a Municipal Registration Request

B

Please accept the information presented below and attached as the formal request by Bethel Presbyterian Church, Sydney, to have its Church Building at the Corner of Brookland and George Streets, Sydney, registered as a Municipal Heritage Property. Thanks for your consideration.

### Historical Information

1. Age of Property:

Building completed 99 years ago in 1926.

2. Source of Information:

Sydney Record Newspaper, November 1926, Original Church Bulletin from the Dedication Service in 1926 and Session Meeting notes. Images of all these sources are attached.

3. Does this property have an association with the life or activities of a person, group, organization, institution or an event that has made a significant contribution to the local community, municipality, province, or country? If so, provide details.

Home of this congregation since 1926, it was constructed due to a split within the Presbyterian Church in Canada (30%) that formed the United Church of Canada (70%) in 1925 and has been a continuous place of worship for our Congregation ever since. In addition to being a place of worship, Bethel holds yearly fundraisers for Loaves and Fishes in Sydney, Camp MacLeod in Mira, and distributes almost \$10,000 in food vouchers every year to the local community.

4. Are there any additional comments regarding the age and history of the structure that you can provide? If so, provide details.

The Church bell was originally installed in the first Presbyterian Church built in Sydney on Charlotte St., then moved to the 2<sup>nd</sup> Church built on Pitt St., but was presented to Bethel upon completion of construction. The bell is inscribed "Menellys, West Troy, N.Y. 1857", making it the oldest still in use in Sydney. In addition to this, Bethel's Casavant Brothers Organ (No. 415) was installed in 1966. (Photo of installation plaque attached)

### Architectural Information

1. Is the name of the Architect or Building known, if so provide?

Architect: Wm. F. Sparling Co. Toronto. Chappells Limited, General Contractor

2. Was the architect/builder of particular importance at the regional or local level?

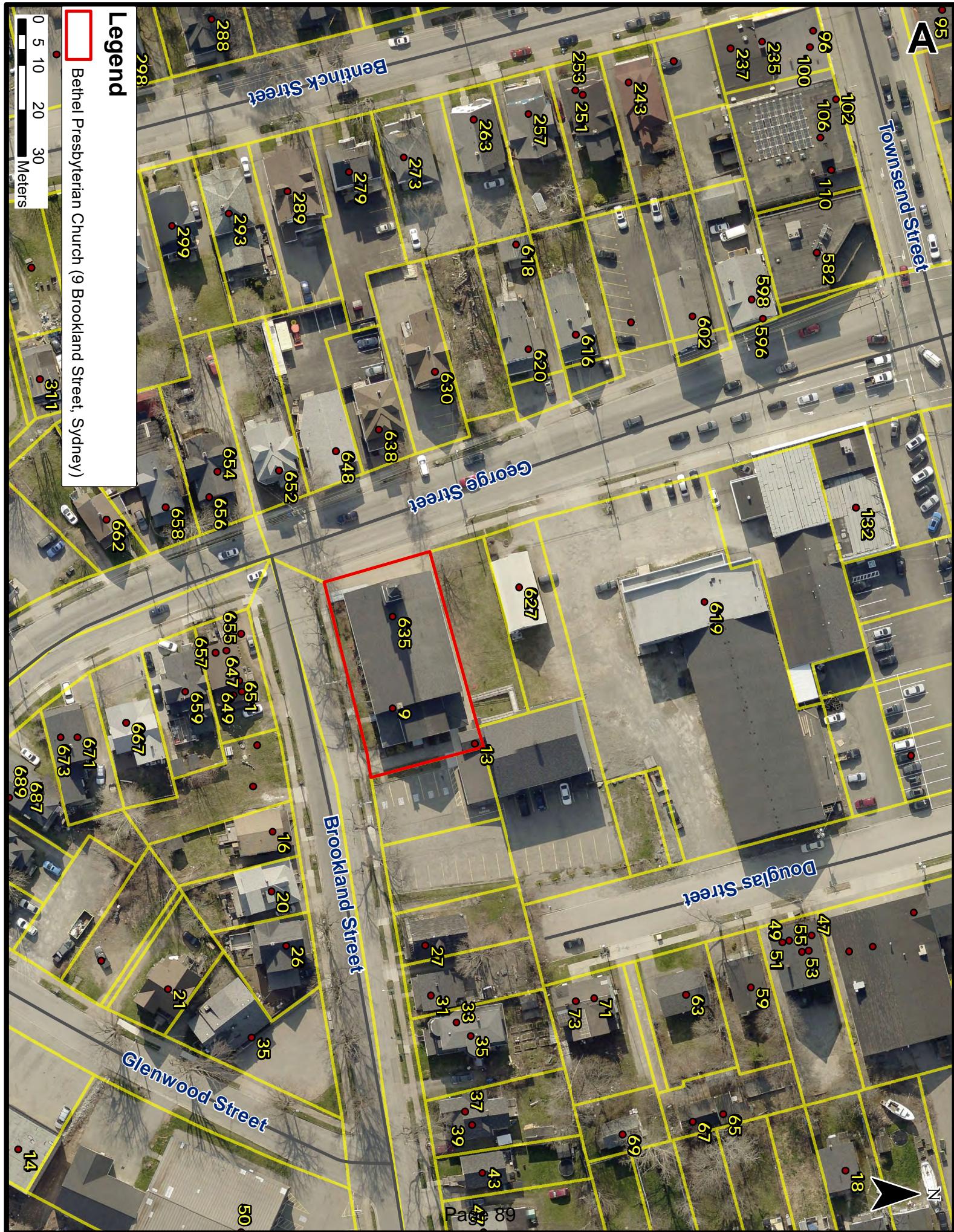
--In 1924, the year prior to beginning construction Bethel Church, W.F. Sparling Co. completed The Metropolitan Building in Toronto. At the time, the skyscraper was the tallest building in the British Empire at 21 storeys.

--Chappells Limited (Sydney) was operated by M.R. Chappell, who was a Sydney Alderman (1924-28) during the time of construction. Shortly thereafter he purchased Oak Island to search for treasure. Other local projects M.R. worked on and/or helped design were a hotel on the corner of Dorchester and The Esplanade and the YMCA on Charlotte Street (1940).

A  
95**Legend**

Bethel Presbyterian Church (9 Brookland Street, Sydney)

0 5 10 20 30  
Meters



## Information to Support a Municipal Registration Request

B

3. Does the building exhibit any unusual or unique architectural features? If yes, describe these features: The large white columns on the front are unusual for the area. The large rosette window, located above the columns and below the steeple, allows late afternoon sun to illuminate the Sanctuary. The south (street) side and north (lawn) side of the Sanctuary each boast two floor to ceiling stained glass windows. The scenes depicted (attached) are Christ as "The Good Shepherd" (stained glass 1), "...Stand at the Door and Knock" (Stained Glass 2), "...Preach the Gospel" (Stained Glass 3) and "Christ Healing the Sick" (Stained Glass 4).
4. Does the architecture have a distinct design unique to the local area? If yes, describe: Yes. Built in the "Neo-Classical Style", it is very unique to the City of Sydney. Also, the Church Steeple, housing the bell, serves as a landmark for most that enter Sydney via George St. Original to the building, the steeples' height still eclipses most local buildings, which allows the sound of the bell on Sundays to still be heard throughout the city.

### Construction Information

1. Type of Construction (For example, wood frame, mortar, brick, etc.)  
Structural Steel Roof Trusses and Columns. Foundational Steel and Iron. Originally clad in wooden siding that remains today under the aluminum.  
(All steel was forged at the Sydney Foundry & Machine Works, per Sydney Record attached)
2. Does the building exhibit any interesting construction techniques or particular building technologies (i.e. wooden pegs, mortise and tenon, etc.)?  
Steel Roof Trusses and Columns were unique at the time and were seen as a more fire-retardant solution than traditional wood framing. Unfortunately, some previous churches burned, and this decision may have been made in reaction to those tragedies.
3. Present Building Condition
  - Poor
  - Fair
  - Good
  - Excellent

### Alteration Information

1. Has the exterior of the building been structurally altered from its original appearance? If yes, when? Blue aluminum siding was added to the wooden clapboard exterior pre-1970. The original clapboard remains under the siding.

### Contextual Information

1. Does the building serve as a visual landmark? Why?  
Yes. Due to its height, the Church steeple can be spotted from almost anywhere downtown.
2. How do nearby buildings compare with the subject property?  
Mostly updated residential 2-3 storey homes surround on 3 sides.  
North of Bethel is the start of commercial downtown.

**Photographs**

If possible, please include photographs of all sides of the building and any unusual architectural features. If you have access to any historical photos of the property, please include in your submission. These photos will be retained by the Committee for future reference.

Please feel free to provide any additional information that you feel could support your request to have this property registered as a Municipal Heritage Property.

2

Opening and Dedication of  
New Presbyterian Church at the  
corner of George and Brooklands Street,  
Sydney, Nova Scotia. November 21  
1926.

### Historical Sketch

1. Why church was built.
2. Those who built it.
3. Short summary of the congregational activities from the disruption of the former Presbyterian congregation to date.

There was manifested in Canada within the last twenty years, through a group of people in the Presbyterian Church in Canada, the idea that denominationalism in religion is wrong, that resulting from it were monetary loss, duplication of effort, loss of efficiency and the delaying of that day when Righteousness and Peace will kiss each other.

To right this condition or situation, the remedy proposed by this group was, that the people of the denominations concerned consent to enter into one organization. Recognizing at the first that the people was the church, votes were taken to determine the question. The results of the votes in the Presbyterian Church made it clear that a majority of that church's membership did not approve of the idea of this group, or the remedy suggested. Wisdom at this juncture would have counseled delay.

The next step was to project the concept or idea, in the Presbyterian Church that the

# Sydney Presbyterians Enter New Church Home

## Battleship Linoleum

The heavy cork floor covering—known as Battleship Linoleum.

The covering for the floors of this new church was supplied by

## Crowell's Limited

Wholesale Agents Dominion Oilcloth and Linoleum Co., Ltd.

## BAUER & CO.

SANITARY PLUMBERS AND HEATING ENGINEERS

A fair sample of the work we instal is to be seen in the new Presbyterian Church.

### THIS HEATING SYSTEM

is a Durham Low Pressure Steam Automatic Mechanical Return with Gurney Boilers and Radiators.

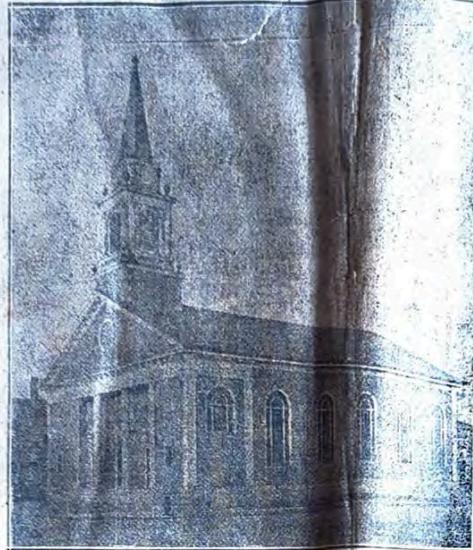
The Plumbing Work is done with Cast Iron Enamelled Fixtures throughout.

### WE GUARANTEE SATISFACTION.

Estimates Quoted On Any Job.

We Have The Insurance On This New Church Building. We shall be pleased to insure you also for fire, automobile, plate glass, life, sickness, and accident, or any other form of insurance. See us first.

## MACS LIMITED



## Handsome Edifice in Old Colonial Style Awaits Dedication on Sunday

The new Presbyterian church, which is to be dedicated on the coming Sunday, is a substantially built edifice designed by W. F. Sparling & Company, of Toronto, in the Old Colonial style, and will cost, apart from pews and furniture, in the vicinity of \$60,000.

The structure is 61 feet over all on George Street, and runs back 120 feet on Brookland Street. Entrance from George Street is by three main doors of massive design, opening upon a spacious vestibule.

The other side entrance is by a single door, which opens into a porch. Two large doors open to the main auditorium, which is 20 feet long by 40 feet wide.

On the Brookland street side toward the rear, there is an entrance from a small hall, from which opens on the pastor's study.

On the opposite side is the choir room.

The choir recess is 28 feet long by 24 feet deep, and is at present arranged to seat 36 singers.

The pews that are in American quartered oak. The church has received many gifts from friends within and without the congregation and will open its services furnished practically complete.

Beautiful design.

What strikes even the casual observer is the simplicity of the design of this church—an impression much deeper by the quiet dignity of the interior. The painting of the interior is柔 and delicate.

Chappells Limited had the main contract for the work and have done their work well.

Other firms which with Chappells, have added a church building to the list, of which the congregation may be proud, are Bauer & Co., plumbers and boilermakers; H. M. Israel, plastering; O'Callaghan & MacKenzie, painting and decorative.

## General Contracting

is a department of our business that has the same careful management as our general supply business.

See us for prices on Cement, Lime, Plaster, Crock Pipe, Flue Lining, lumber of any and all kinds, Cabinet Work, Sash, Doors.

Our prices are always right, our stocks are well assorted and we give full value.

Our work speaks for itself.

## Chappells Limited

Engineers, Contractors, Lumber Merchants and Manufacturers.

(Continued on Page Nine)

## Wm. F. Sparling Company ARCHITECTS

Specializing in Public Buildings

Also Assists in Arranging Financing.

—Address—  
METROPOLITAN BUILDING,  
TORONTO.

## Painting and Decorating

The painting and decorating on the new Presbyterian Church at the corner of George and Brookland Streets was done by Sydney's leading house painters and interior decorators.

## O'Callaghan & MacKenzie

The interior woodwork, which is of quartered oak, finished in a mat finish to match the imported furniture in the building, the plastered walls and ceilings being done in a handsome shade of buff and white and reflects great credit on this firm's ability as painters and decorators.

## All Structural Steel Roof

### Trusses, Columns, Foundations

### Steel and Iron Work

in the construction of this

Church were fabricated and

supplied by

## The Sydney Foundry & Machine Works Ltd.

## Electrical Work and Fixtures

in the New Presbyterian Church installed by

## MacKay Electric Co.

Established in Sydney 1902.

Estimates on wiring work furnished.

Electrical Supplies, Lamps, etc., always in stock.

Telephone 366. 219 Charlotte St.

## The New Presbyterian Church

All Sheet and Ornamental Copper Work including Finial and Weather Vane manufactured and installed by

## SHAW & MASON LTD.

SYDNEY, N. S.

Founders, Roofers and Sheet Metal Workers.

# Dedication Services

## Presbyterian Congregation

### Sydney, N. S.

November 21, 1926



Minister:

REV. W. MACCULLOCH THOMSON, M. A., B. D.  
Moderator of Synod of the Maritime Provinces

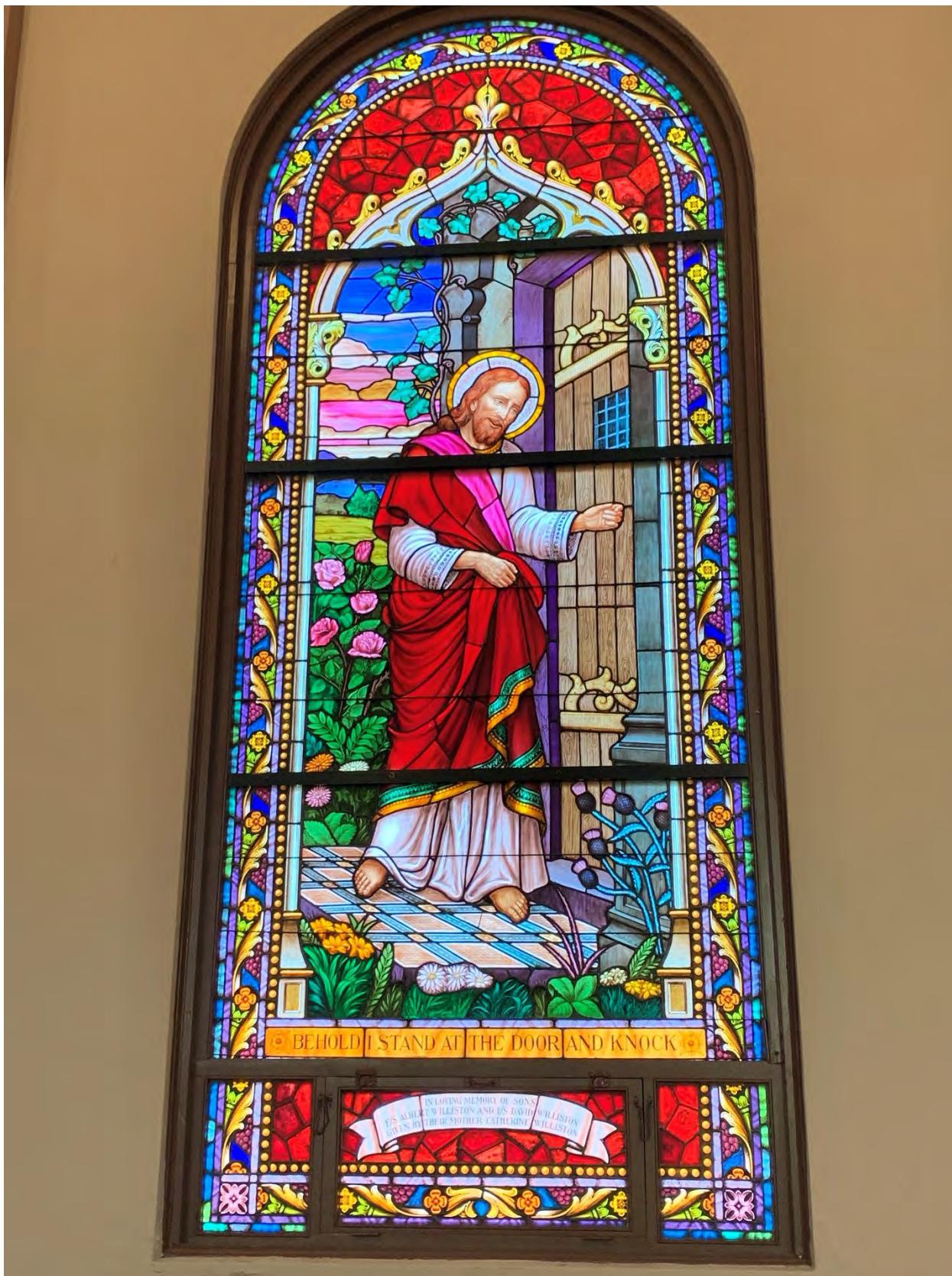
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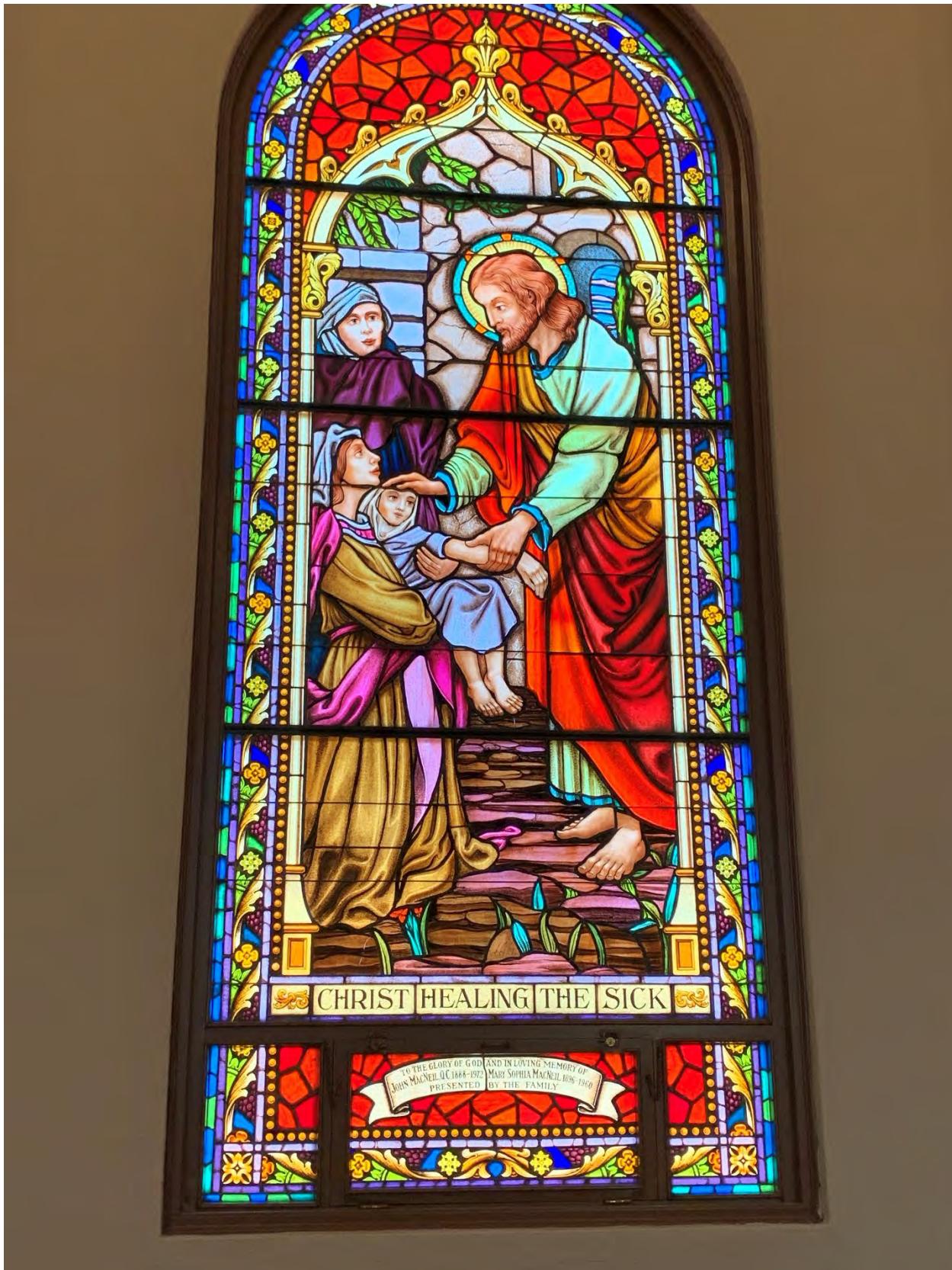
MR. RONALD McVICAR, LL.B.

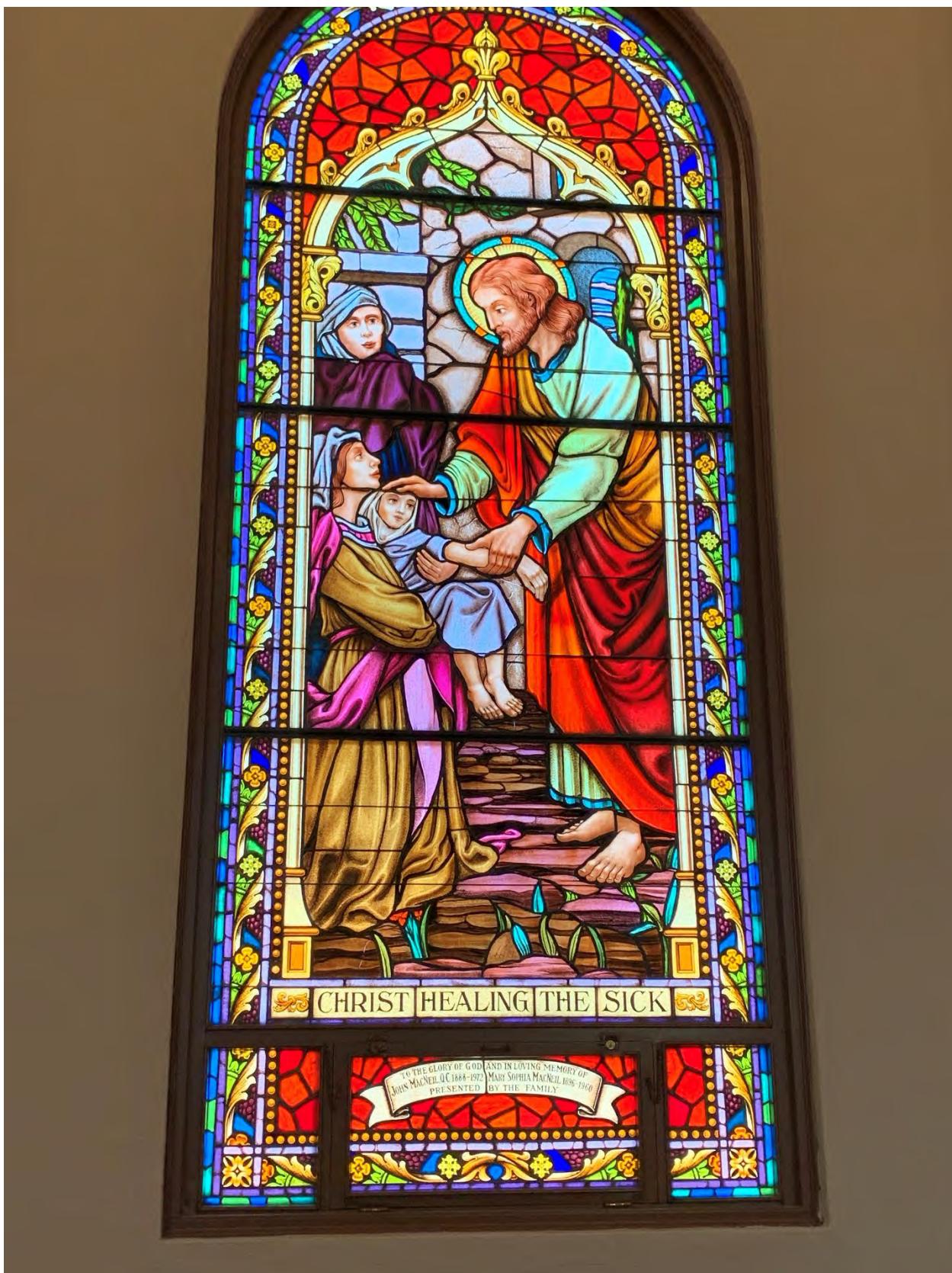
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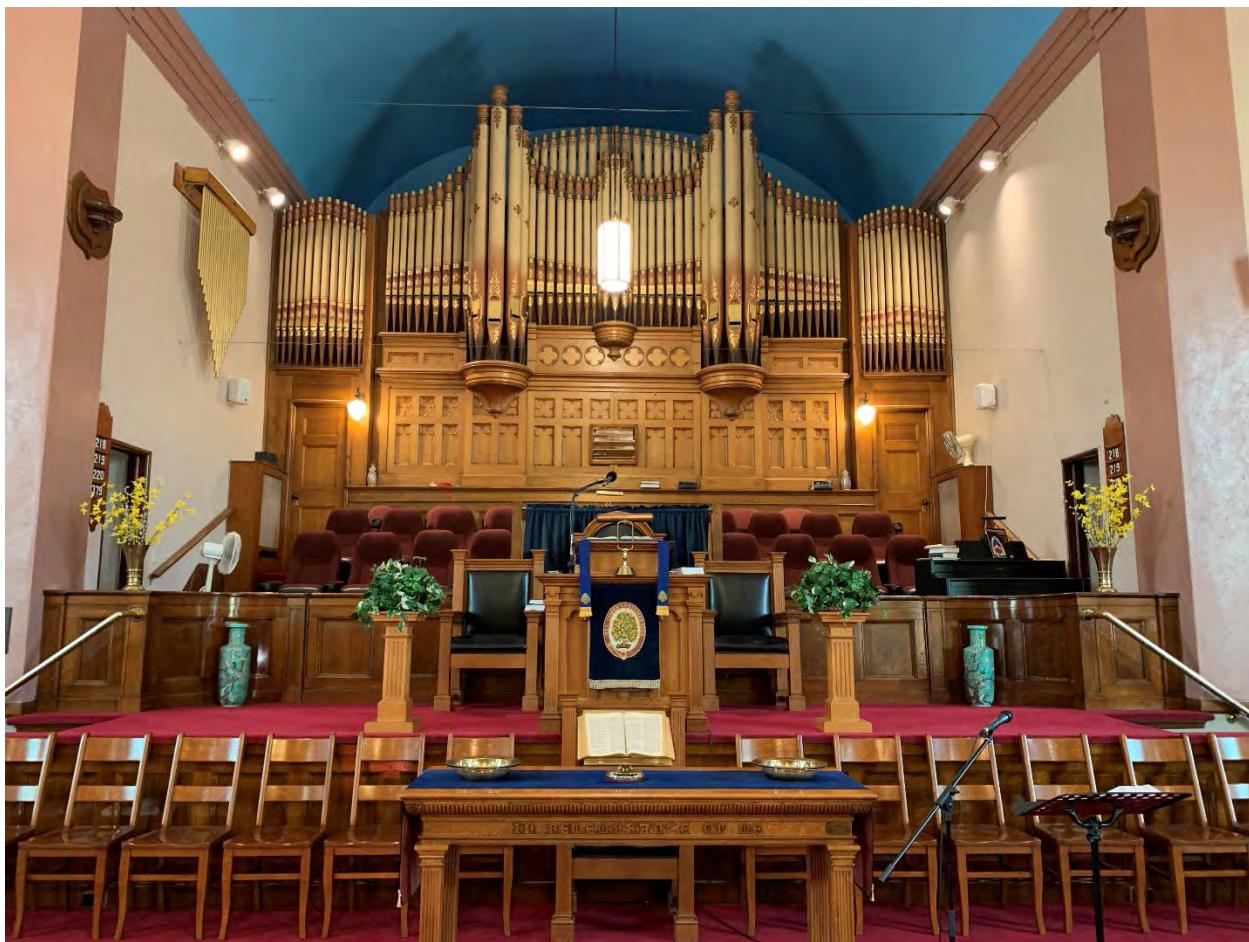








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**Property Requesting Registration: Bethel Presbyterian Church located at 9 Brookland Street, Sydney  
(PID 15066780)**

<b>Historic Significance</b>		
Age of Property 1926	30 points	25 points
Association of the property with the community's economic, social, political, athletic or cultural history	20 points	10 points
Association of the property with a well-known person locally, provincially or nationally	10 points	5 points
Association of the property with a significant event in a community's history (such as incorporation of a former municipal unit, a famous labour dispute, a famous court case)	10 points	0 points
<b>Architectural Significance</b>		
Presence of rare or unique architectural features on the exterior (such as stained glass windows, Scottish dormers, turrets, unique pre-fabricated features on modern buildings, etc.)	20 points	10 points
Exceptional example of a particular architectural style; in order to score high in this category a structure need not be old or elaborately designed [(a modern building that is unique or is a particularly good example of a particular style could score high in this category, as could a modest, relatively unornamented structure if it is a very good example of a particular style (such as a semi-detached coal company house))]	50 points	25 points
Exterior is wood, clay brick or natural stone	10 points	0 points
Has been very substantially altered in recent years; most or all original features (dormers, windows, doors, verandahs, etc.) have been changed in size and/or style or have been removed	-25 points	0 points
Property is in a deteriorated state, requiring major repairs	-15 point	0 points
Presence of unique interior features (such as a Casavant Freres organ, exceptional interior wood work, unique light fixtures) - <i>points to be awarded only in cases where the building is open to the public on a regular basis (places of faith, theatres, public buildings)</i>	5 points	5 points
<b>Cultural Significance</b>		
Association of the property with the history of a particular religious or ethnic group in the CBRM	25 points	20 points
Association of the property with social or sports events within a community over a long period of time	25 points	0 points
<b>*Total</b>	<b>165 points</b>	<b>100 points</b>

\* It is intended that this scoring criteria will be used as a guide; it is not recommended that a specific score in each category would be required in order for registration to proceed. However, it is assumed that in order to be registered a property should score at least 50 points overall.

## **Compost Facility Future Planning**

### **Motion**

Moved by Councillor Sheppard-Campbell, seconded by Councillor Paruch, that a recommendation be made to Council to direct staff to proceed with option two, which is included in the June 3, 2025, committee of the whole agenda, and start a phased close out of the CBRM compost facility.

Discussion:

- Compost processes
- Compost market challenges
- Contract processes

**Motion Carried**



**Cape Breton Regional Municipality  
320 Esplanade  
Sydney, NS B1P 7B9**

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**To:** Mayor Clarke and Council  
**Submitted by:** John Phalen, Director of Public Works  
**Date:** May 20, 2025  
**Subject:** Compost Facility Future Planning

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## **History**

- Nova Scotia Environmental Regulations require CBRM to divert organics from the solid waste stream.
- CBRM uses a green bin collection program where residents put regulated organics out curbside weekly
- WE currently process the organics at our compost facility at SPAR Road.
- Plant was constructed 2007.
- Intention was/is to divert organics and produce an agricultural grade compost for use/sale.

## **Present Day**

- CBRM has been very successful in doing the diversion of organics and residents comply with Green bin program. Also, we have been successfully operating organic (leaf and yard waste) drop off sites during summer months in the various communities.
- The plant operation has required us to address operational issues and improvements have been made.
- Alterations and a new conveyor system was done in 2021 to make the operation more efficient and increase capacity.
- Operation costs have increased from \$ 1,600,000 in 2021 to \$ 2,200,000 in 2024.
- Building needs a new roof. Construction cost estimated in 2023 at \$ 1,000,000. (\$600,000) is budgeted this year.
- Compost production is becoming inefficient. Significant production of "overs" (materials that aren't processed and inorganics) is in the 40% - 50% range.
- There is no market for the compost
- We are currently trucking up to 50% of the process for landfill. Our current tipping fee is \$185 / Tonne., with trucking costs of \$ 300,000 annually.
- Due to the location in the middle of the city, odor issues have been a constant concern and will likely require more capital dollars to mitigate. We are still receiving odor complaints, that require constant attention.

## What is the Way Forward

### Option 1

- We continue with the planned capital expenditure and repairs the roof
- Operating costs for 2025 will be in excess is of \$ 2,700,000
- We will continue to work out possible solutions for the persistent odor issues. No solution at present

### Option 2 –

- We start a phased close out of the compost facility
- Forego the capital costs planned.
- Truck all organic materials to landfill.
  - o With a volume increase we have been able to negotiate a tipping fee reduction
  - o Also increased volume we can realize a haulage reduction
- We can realize an operating savings of \$ 400,000 – \$ 500,000 per year from current operating.
- No reduction in workforce. Employees can be re-allocated in other Solid Waste and Public Works operations, no budgetary impact.
- Frees up supervisory staff for other solid waste initiatives and operations.
- Eliminates odor issue
- No change to the green bin program and no change for CBRM residents. Continue with normal curbside pickup.

## RECOMMENDATION

CBRM staff recommend a motion to direct staff to proceed with Option 2 and start a phased close out of the CBRM compost facility.

**Operation of our Solid Waste Recycling Facility**

**Motion**

Moved by Councillor Paruch, seconded by Councillor O' Quinn, that Committee of the Whole recommend to Council to direct staff to proceed with sale of facility at 345 Gulf Crescent.

Discussion:

- Extended Producer Responsibility
- Contract processes

**Motion Carried**



**Cape Breton Regional Municipality  
320 Esplanade  
Sydney, NS B1P 7B9**

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**To:** Mayor Clarke and Council  
**Submitted by:** John Phalen, Director of Public Works  
**Date:** May 20, 2025  
**Subject:** Operation of our Solid Waste Recycling Facility

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### **Background**

- CBRM in response to Nova Scotia Diversion regulations incorporated a blue bag recycling program
- All items are recycled into 2 blue bag streams.
- CBRM picks up curbside blue bags with own in-house forces and local contractors
- Items are processed at our facility at Sydport Industrial Park in Point Edward.
- We own the building and equipment and contract the processing to an operator through the tender process. Current operator is Camdon Recycling Limited. The contract expires December 31<sup>st</sup> of this year
- Current business model
  - o We are the owners
  - o Camdon markets the recycled materials and CBRM receives diversion credits
  - o CBRM pays for the operating costs and maintenance of the plant.
  - o CBRM pays Camdon an operating fee and commission for the operation of the plant
- The operation results in a net loss to CBRM
- From 2021 to 2024 losses went from \$ 1,034,000 to 1,189,000.
- CBRM gets complaints from compliance officers at the landfill for recycled materials being discovered in shipments, indicating improper sorting.

### **The Proposed Go Forward**

- We have performed an independent third-party commercial appraisal. The value for the facility is \$890,000.
- We have received interest in the form of an unsolicited proposal from a commercial entity to purchase the property and equipment.
- With the sale of the building, the proponent has said they intend to operate it as a going concern as it will better its business case for Atlantic Canada.
- With the sale of the building CBRM:
  - o Doesn't have to process the materials
  - o We wouldn't have to negotiate with Circular Materials for processing recycled materials as per the upcoming Extended Producer Responsibility Program starting January 1, 2026.

- CBRM would continue to operate our curbside blue bag program, with the Circular Materials contract. Our involvement would end at the recycling site at Sydport.
- No operating cost and eliminates the current and future experienced losses.
- We collect commercial taxes estimated at \$ 42,000 annually. (Commercial rate – \$ 4.6446 / 100)

#### **RECOMMENDATION**

CBRM staff recommend a motion to direct staff to proceed with sale of facility at 345 Gulf Crescent.

**Extended Producer Responsibility – Collection of Recyclables**

**Motion**

Moved by Councillor Gillespie, seconded by Deputy Mayor MacDonald, that a recommendation be made to Council to direct staff to proceed with the collection of recyclables using Circular Materials as per Council motion of November 28, 2023.

Discussion:

- Cost savings

**Motion Carried**

**Extended Producer Responsibility (EPR) for Packaging, Paper, and Paper-Like Products (PPP) Phase 1**

**Motion**

Moved by Councillor MacMullin, seconded by Councillor Gillespie, that going forward CBRM will opt into EPR (Extended Producer Responsibility) for PPP (Packaging, Paper, and Packaging-Like Products).

Discussion:

- Communication Plan
- Provincial uniform program
- Producer Responsible Organization (PRO) responsible for deciding how to run the program
- PRO responsible for the education of the program
- Savings and revenue opportunities
- Collection time frames
- No immediate requirement for change in equipment

**Motion Carried**



**Cape Breton Regional Municipality  
320 Esplanade  
Sydney, NS B1P 7B9**

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**To:** Mayor Clarke and Council  
**Submitted by:** John Phalen, Director of Public Works  
**Date:** May 20, 2025  
**Subject:** Extended Producer Responsibility – Collection of Recyclables

---

### **Background**

- The province has changed its method of processing recyclable materials.
- The change is from a consumer-based responsibility to an Extended Producer Responsibility (EPR)
- In this process, Producers pay to divert the recyclables to a recognized third party. In Nova Scotia, Circular Materials has been selected by the province.
- “Circular Materials is a national not-for-profit producer responsibility organization that represents the evolution to a more circular economy where materials are collected, recycled and returned to producers for use as recycled content in new products and packaging”
- They are currently the EPR company of choice for Nova Scotia, New Brunswick, Ontario and Alberta.
- Founders are 17 of Canada’s leading food, beverage and consumer products, restaurants and retailers, Such as Costco, Loblaws, McDonalds, Coca-Cola etc.
- On November 28, 2023 Council passed a motion to opt into EPR.
- Included is the motion and the presentation from the Council session.
- Since that time PW Solid Waste has been working with Circular Materials to implement the EPR collection and processing that comes effective January 1, 2026.

### **The Go Forward**

- CBRM has negotiated a go forward for the collection of our recyclable materials. These are the materials that residents put curbside as part of our blue bag program.
- There is no change in the current regulations as to what and how materials are put out curbside and no change for CBRM residents.
- Circular Materials will pay a yearly fee to CBRM to collect the materials. The fee considers our collection fees and additional payment to provide education.
- The fee that will be paid:
  - o Based on 44,462 stops (residential curbside residences)
  - o CBRM will be paid \$ 4.50 per stop per month for collection
  - o CBRM will be paid \$ 1.50 per stop per year for education
- These fees will generate \$2,532,334 per year.

- Currently CBRM collection costs are generated by a combination of own forces and contracted services.
- PW Solid Waste foresees an operational efficiency of approximately \$ 1,800,000 with this change based on our current costs.
- PW Solid waste will benefit approximately \$ 65,000 in education credits that we can use to increase education in our solid waste collection programs.
- There will be no change to the current way we collect our recyclables.
- We will continue to use our own forces and continue with our contracted services with no change to our operation or contracts.

#### **RECOMMENDATION**

CBRM staff recommend a motion to direct staff to proceed with the collection of recyclables using Circular Materials as per Council Motion of November 28, 2023.

**Main-a-Dieu Community Development Association/Coastal Discovery  
Centre Lease Renewal**

**Motion**

Moved by Councillor MacNeil, seconded by Deputy Mayor Eldon MacDonald, that a recommendation be made to Council to approve a five-year lease with the Main-a-Dieu Community Development Association on the same terms as the previous lease.

**Motion Carried**



# **Memo**

**TO:** Committee of the Whole

**FROM:** Colin Fraser

**SUBJECT:** Main-a-Dieu Community Development Association / Coastal Discovery Centre Lease Renewal

**DATE:** May 26, 2025

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## **BACKGROUND:**

The CBRM owns a facility in Main-a-Dieu formerly known as the Main-a-Dieu Elementary School. It is commonly referred to as the Coastal Discovery Center. The facility acts as a tourist destination along the Marconi Trail and a venue for community social and leisure activates.

The existing Lease for the Main-a-Dieu Community Development Association has expired. The Association is seeking to renew for another five year term under the same terms and conditions as the previous lease. A copy of the previous lease is attached. In return for the operation and maintenance of the property, the Association pays a nominal rent of \$1.00 per annum to the CBRM.

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

## **RECOMMENDATION:**

That the Committee pass a motion to direct Council to approve a five-year lease with the Main-a-Dieu Community Development Association on the same terms as the previous lease.

Submitted by:

**Colin Fraser**  
Legal Researcher

THIS LEASE made this 25<sup>th</sup> day of July, 2018.

**BETWEEN:**

**THE CAPE BRETON REGIONAL MUNICIPALITY, a  
body corporate in and for the Province of Nova Scotia**  
(hereinafter called the "Landlord")

**OF THE ONE PART**

and

**THE MAIN-A-DIEU COMMUNITY DEVELOPMENT  
ASSOCIATION, a duly registered society, under the Societies  
Act of Nova Scotia**

(hereinafter called the "Tenant")

**OF THE OTHER PART**

**WITNESSETH** that in consideration of the rents, covenants and agreements herein contained, the Landlord and the Tenant agree as follows:

**LEASE**

1. The Landlord leases to the Tenant with an option to purchase the premises (the "Demised Premises") consisting of the building (the "Building") known as the former Main-a-Dieu Elementary School, located at Main-a-Dieu.

**TO HAVE AND TO HOLD** for a term (the "Term") of five (5) years, commencing on the 1<sup>st</sup> day of August 2018, fully to be complete and ended on the 30<sup>th</sup> day of July, 2023.

**RENTAL**

2. a. Yielding and paying, therefore, yearly and every year during the said term unto the Landlord without deduction, set off or abatement (except as herein expressly provided) in lawful money of Canada during the term of this lease:
  - i. fixed rent in the annual amount of \$1.00 (One Dollar).
  - ii. Said rent to be paid in advance, commencing on the occupation date and on the 1<sup>st</sup> day of each calendar year thereafter during the term.
3. a. The Landlord warrants to the Tenant that it is entitled to enter into this Lease, and that the nature of the Landlord's possession of the building and the land upon which the building is erected enables the Landlord to lease the demised premises under the terms of and for the entire term of this lease.  
b. The Landlord covenants with the Tenant:

- i. for quiet enjoyment
- ii. to observe and perform all covenants and obligations of the Landlord herein

c. The Tenant covenants with the Landlord:

- i. to pay rent
- ii. to observe and perform all covenants and obligations of the Tenant herein

**LANDLORD'S COVENANTS**

4. a. The Landlord covenants with the Tenant that the Tenant shall be permitted to assign or sublet the demised premises and the within lease in whole or in part provided the Tenant first obtains the written consent of the Landlord, such consent not be unreasonably withheld. No such assignment/subletting shall be deemed to relieve the Tenant of its obligations under this lease.

b. In the event that the Tenant desires to assign, sublet or part with possession of all or any part of the demised premises, or to transfer this lease in another manner, in whole or in part of any estate or interest thereunder, then and so often as such event shall occur, the Tenant shall give prior written notice to the Landlord of such desire and the Landlord shall always have the option to cancel this lease within 30 (thirty) days following the receipt by it of such notice from the Tenant.

**IMPROVEMENTS**

5. The Landlord covenants with the Tenant that the Tenant shall have the right at any time and from time to time during the term of this lease, without being obligated to pay any additional rent to the Landlord, to make any and all repairs to or alterations in and additions within the demised premises that may be deemed convenient for the proper carrying on of its business, but will not be called upon by the Landlord to put the demised premises back in their present condition at the expiration of this lease; provided, however, (1) that nothing shall be done to weaken the building, and (2) that the Tenant shall be responsible for any damage caused to the demised premises thereby. All leasehold improvements and tenant's fixtures for the demised premises shall upon being installed or affixed become the property of the Landlord, but in the case of the Tenant purchasing the building, such improvements shall become the property of the Tenant.

**TENANT'S COVENANTS**

6. The Tenant covenants that it shall use the demised premises for the purpose of carrying on the business of a bakery and tea shop, credit union, etc., provided, however, that the Tenant may assign or sublet in accordance with Clause 4.

**REPAIRS AND MAINTENANCE**

7. The Tenant covenants with the Landlord, at its own expense, to make all repairs to and to maintain in good, sound condition, the demised premises including its fixtures and equipment, except for normal wear and tear, damage by fire and other fortuitous events beyond the control of the Tenant, and also such other repairs and maintenance as are herein provided to be made by the Landlord. The Tenant further covenants that it shall be responsible for the payment of

utilities for the use of the building, including heat, electricity and phones, as well as regular general maintenance of the premises.

## INSURANCE

8. The Landlord agrees that the Landlord shall take out and maintain:

- a. All Risks Direct Damage Property Insurance, including flood and earthquake, for the full replacement cost value of the building and any improvements and installations thereto, except for leasehold improvements and trade fixtures;
- b. Comprehensive Direct Damage and Business Interruption Boiler and Machinery Insurance on all boilers, pressure vessels, air-conditioning equipment and miscellaneous electrical apparatus;
- c. The policies under which such insurance is effected shall contain waivers of any rights of subrogation as against the Tenant;
- d. Upon request of the Tenant from time to time, the Landlord shall furnish a statement as to the perils in respect of which, and the amounts to which, it has insured the building and the improvements and installations thereto, and the Tenant shall be entitled at reasonable times upon reasonable notice to the Landlord to inspect copies of relevant portions of all policies of insurance in effect and a copy of any relevant opinions of the Landlord's insurance advisors.

The Tenant agrees that the Tenant shall take out and maintain:

- e. Comprehensive General Liability Insurance including Personal Injury, Bodily Injury, Property Damage and Contractual Liability, all on an occurrence basis; Tenant's Fire/Legal Liability Insurance; and Non-Owned Automobile Liability Insurance; with respect to the business carried on in, or from, the premises and the Tenant's use or occupancy of the premises and any other part of the building, with coverage for any one occurrence or claim of not less than \$1,000,000.00 (One Million Dollars). The insurance shall include the landlord as an additional named insured and shall contain a cross-liability clause; and
- f. All Risks Direct Damage Property Insurance, including flood and earthquake for the full replacement cost value of the Tenant's leasehold improvements, Tenant's fixtures and contents of every description, which insurance shall contain a waiver of any rights of subrogation as against the Landlord and provide that any proceeds recoverable in the event of loss to leasehold improvements shall be payable to the Landlord and the Tenant as their respective interests may appear (but the Landlord agrees to make available such proceeds towards the repair or replacement of the insured property if this lease is not terminated pursuant to any other provision thereof). The Landlord covenants and agrees that the Tenant shall have an insurable interest in the alterations, improvements and additions made by it or at its expense, whether before or after the date of

the commencement of the term, in and to the premises and that the Tenant shall have the right to insure such alterations, improvements and additions up to the full value thereof, notwithstanding that the same may be affixed to or incorporated with the building.

g. Permission is granted by the Landlord to the Tenant to effect deductibles under its various insurance policies as it may see fit. The Tenant agrees to bear the full cost of losses below such deductible.

h. The Tenant shall furnish to the Landlord, if and whenever requested by it, certificates as to the insurance from time to time effected by the Tenant and its renewal or continuation in force. If the certificate thus submitted indicates to the landlord that the Tenant has failed to insure the premises as required in this sub-clause, then the Landlord may give written notice to the Tenant requiring compliance with this sub-clause. If the Tenant does not, within 30 (thirty) days of such notice, provide appropriate evidence of compliance with this sub-clause the Landlord may obtain some or all of the additional coverage or other insurance which the Tenant has failed to obtain, without prejudice to any other rights of the Landlord under this lease or otherwise, and the Tenant shall pay all premiums or other expenses incurred by the Landlord in that connection.

i. The Tenant covenants with the Landlord that the business to be carried on in the premises will not be of such a nature as to increase the insurance risk of the building or cause the Landlord to pay increased rates of insurance premiums and it is agreed that, in case the business so carried on by the Tenant is such as to increase the insurance risk or cost to the Landlord or occupants of the building, the Tenant will promptly pay to the Landlord the increased amount of insurance premiums upon receipt of notification from the Landlord.

j. The Tenant and the Landlord mutually agree that, except to the extent the same is caused by the negligence or unlawful acts of the Landlord or by the negligence or unlawful acts of any persons from whom and in respect of which the Landlord is in law responsible, the Tenant agrees that the Landlord shall not be liable to the Tenant for any bodily injury or death of, or loss or damage to any property belonging to the Tenant or its employees, agents or servants occurring on the demised premises or in any other part of the building or land.

k. Indemnity of Landlord – except to the extent that the liabilities, claims, damage, losses or expenses referred to in this sub-clause are caused by the negligence or unlawful acts of the Landlord or by the negligence or unlawful acts of any persons for whom and in respect of which the Landlord is in law responsible, the Tenant agrees to indemnify and hold harmless the Landlord from and against all liabilities, claims, damage, loss or expenses arising out of any act or omission of the Tenant or any of its employees, agents or servants for whom and in respect of which the Tenant is in law responsible in and about the demised premises and the said building or arising out of any breach, violation or non-performance by the Tenant of any of the provisions of this lease.

1. Indemnity of Tenant – except to the extent that the liabilities, claims, damage, losses or expenses referred to in this sub-clause are caused by the negligence or unlawful acts of the Tenant or by the negligence or unlawful acts of any other person for whom and in respect of which the Tenant is in law responsible, the Landlord agrees to indemnify and hold harmless the Tenant from and against all liabilities, claims, damage, loss or expenses arising out of any act or omission of the Landlord or any of its employees, agents or servants from whom and in respect of which the Landlord is in law responsible in and about the demised premises and the said building or arising out of any breach, violation or non-performance by the Landlord of any of the provision of this lease.

#### BUSINESS TAXES

9. The Tenant covenants to pay all business taxes from time to time levied against or payable in respect to the occupancy of the demised premises as well as to pay any and all taxes and assessments that be assessed or levied upon or against any of the Tenant's personal property, fixtures or equipment placed on or in the demised premises.

10. The Tenant will pay, as additional rent, in each year during the term and within the times provided for by the taxing authorities as the Landlord may direct, and discharge all sales taxes, taxes on goods or services, value-added taxes, business transfer taxes or otherwise ("Sales Taxes"), duly levied, assessed or proposed by federal, municipal, provincial or any other public authority in respect of rental paid by the Tenant pursuant to this lease subject to such sales taxes becoming payable under law.

11. The Landlord covenants to pay all real property taxes, rates and charges on the whole of the land and buildings of which the demised premises for a part.

#### ARBITRATION

12. In the event of any dispute between the Landlord and the Tenant under the within lease, the matter in dispute may be submitted to arbitration if either the Landlord or the Tenant notifies the other of its intention to resort to arbitration. Such arbitration is to be governed by the Arbitration Act of the Province of Nova Scotia.

#### DEFAULT, FORFEITURE AND RE-ENTRY

13. a. The Tenant agrees with the Landlord that non-payment of rent constitutes a default and shall at the Landlord's option render the lease terminated immediately.

b. The Tenant further agrees with the Landlord that, if the term hereby granted or any of the goods and chattels of the Tenant shall be at any time seized or taken in execution or in attachment by any creditor of the Tenant or if a writ of execution shall issue against the goods or chattels of the Tenant or if the Tenant shall execute any chattel mortgage or bill of sale of any of its goods or chattels or if the Tenant shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors or in case the said premises become vacant and so remain for a period of 30 (thirty) days, or in case the Tenant shall attempt to abandon the said premises or

to sell or dispose of its goods and chattels so that there would not in the event of such sale or disposal be, in the opinion of the Landlord, a sufficient distress on the premises for the then accruing rent, then the current month's rent, together with rent for the three (3) months next ensuing shall immediately become due and payable, and the said terms shall, at the option of the Landlord, forthwith become forfeited and determined and the Landlord may re-enter and take possession of the said premises as thought the Tenant was holding-over after expiration of the said term.

c. it is understood and agreed between the Landlord and the Tenant that a default under any other covenant, agreement or condition of this lease, except those specifically detained above, shall not be sufficient cause for the Landlord to exercise any right of the other remedies of non-performance, namely Injunction, Damages and Specific Performance. In the event of any act or omission on the part of the Tenant which would give the Landlord a right to demand termination of this lease, the Tenant shall be entitled to a delay during which it may remedy the default. Such delay shall be 10 (ten) days in the case of non-payment of basic rent and 30 (thirty) days in other cases. Said delays to commence upon receipt of a written notice from the Landlord specifying default.

#### NOTICE

14. Any written notice provided for in this lease shall be deemed to be effectually given to the Landlord if addressed by registered mail or delivered by hand to the Landlord at its office on the property or at such other address as the Landlord may from time to time designate in writing. Any written notice provided for in this lease shall be deemed to be effectually given to the Tenant if addressed by registered mail or delivered by hand to the Tenant at the demised premises.

#### OPTION TO PURCHASE

15. The Tenant may, subject to the proviso hereinafter set out and subject to final approval of the Landlord after public hearing on the matter, opt to purchase the building hereby leased at any time during the term of the Lease, or at the end of this Lease, for the sum of \$1.00 (One Dollar) of lawful money of Canada, provided that, in the event the Tenant, after having taken ownership of the building, were to propose to part with possession or ownership of the said building, or failed to continue to operate the premises as a community development centre, then, at the sole and exclusive option of the Landlord, the building ownership shall be returned by deed to the Landlord for the sum of \$1.00 (One Dollar).

#### WAIVER

16. No act or omission of a party nor any condonement, excusing or overlooking by a party of any default, breach or non-observance by the other at any time or times in respect of any covenant, provision or condition herein contained, shall operate as a precedent nor as a waiver of that party's rights hereunder in respect of any subsequent default, breach or non-observance, nor so as to defeat or affect in any way the rights of the party of any subsequent default, breach or non-observance.

#### RELATIONSHIP OR PARTIES

17. No act of the parties hereto nor any other provision contained herein shall create any relationship between the parties hereto other than that of Landlord and Tenant and it is recorded and agreed that neither the Landlord nor the Tenant in any way or for any purpose becomes a partner of the other in conduct of its business, or a joint adventure or a member of joint enterprise with each other.

#### DESTRUCTION OF PREMISES

18. It is hereby declared and agreed that, in case the demised premises or any part thereof, shall at any time during the term hereby granted be destroyed or damaged by fire, lightening, explosion or tempest or any unavoidable cause so as to render the same unfit for purposes of the Tenant or of its permitted subtenants, then and so often as the same shall happen, the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injury sustained and remedies for recovering the same shall be suspended and abated until the demised premises shall have been rebuilt or made fit for the purposes of the Tenant and upon the demised premises being repaired for the purposes of the Tenant, the Tenant shall thereupon resume payment of the rental as hereinbefore specified; but if in the opinion of the Landlord the demised premises cannot be made reasonably fit for the purposes of the Tenant or of its permitted subtenants within 120 (one hundred twenty) days from the date of the happening of such damage, or if the Landlord does not wish to repair or rebuild the premises, then the Landlord shall have the privilege forthwith of terminating this lease and the same shall thereby be at an end.

#### TERMINATION BY TENANT

19. This Lease may be terminated by the Tenant giving ninety (90) days written notice to the Landlord of its intention to quit the subject premises, after which this Lease shall be null and void.

#### TIME

20. Time shall be of the essence.

#### AMENDMENT

21. This lease shall not be or be deemed or construed to be modified or amended, except by an instrument in writing, signed by the parties hereto, specifically asserting that the lease is thereby amended.

#### ENTIRE AGREEMENT

22. Subject to the provisions of any written secondary agreements, this lease contains the entire agreement between the parties which is admitted to that they shall be forever stopped from asserting to the contrary that there is any condition precedent or warranty whatsoever to the within lease.

## NOTICES

23. In the event that either party is required to give the other notice for the purposes of this lease, the same shall be delivered at the following addresses:

Cape Breton Regional Municipality

c/o Regional Solicitor

320 Esplanade, Suite 401

Sydney, NS

B1P 7B9

Main-a-Dieu Community  
Development Association

Main-a-Dieu, NS

B1C 1W5

**IN WITNESS WHEREOF** the Landlord and the Tenant have executed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED )

CAPE BRETON REGIONAL  
MUNICIPALITY

[REDACTED]

Witness 0

[REDACTED]

Cecil P. Clarke, Mayor

[REDACTED]

Deborah Campbell Ryan Clerk

MAIN-a-DIEU COMMUNITY  
DEVELOPMENT ASSOCIATION

[REDACTED]

Witness

[REDACTED]  
per [REDACTED]  
Pauline Meshier - President

[REDACTED]  
per [REDACTED]  
Elizabeth McDougall - Treasurer

AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF NOVA SCOTIA  
COUNTY OF CAPE BRETON

ON THIS 25<sup>th</sup> day of July, A.D., 2018, before me the subscriber, personally came and appeared \_\_\_\_\_

\_\_\_\_\_, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that Mayor Cecil P. Clarke and Municipal Clerk Deborah Campbell Ryan, on behalf of the Cape Breton Regional Municipality herein, signed, sealed and delivered the same in his/her presence.

\_\_\_\_\_  
A Barrister/Commissioner of the  
Supreme Court of Nova Scotia

AFFIDAVIT OF EXECUTION

*Sheila Kolanko*  
*A Commissioner of the*  
*Supreme Court of Nova Scotia*

CANADA  
PROVINCE OF NOVA SCOTIA  
COUNTY OF CAPE BRETON

ON THIS \_\_\_\_\_ day of July, A.D. 2018, before me the subscriber, personally came and appeared \_\_\_\_\_

\_\_\_\_\_, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that Pauline Mesher, President, and Elizabeth A. McDougall the Treasurer, on behalf of the Main-a-Dieu Community Development Association herein signed, sealed and delivered the same in his/her presence

\_\_\_\_\_  
A Barrister/Commissioner of the  
Supreme Court of Nova Scotia

**Station 23 Glace Bay Budget Error**

**Motion**

Moved by Councillor Gillespie, seconded by Councillor Sheppard-Campbell, that Committee of the Whole recommend to Council to approve of decrease in Glace Bay #23 budget by \$50,000 and place in Fire Train Cost Centre, GL 6020.

**Amended Motion**

Moved by Councillor Gordon MacDonald, seconded by Councillor MacKeigan, that the Committee of the Whole recommend to Council that the decrease in Glace Bay #23 budget by \$35,200 and place in Fire Train Cost Centre, GL 6020. This decrease results in Glace Bay #23 receiving a total of \$29,800.

**Main Motion Withdrawn**

**Amended Motion Carried**



*A Community of Communities*

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**Cape Breton Regional Municipality**

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**Mark Bettens, Director/Chief  
Cape Breton Regional Fire & Emergency Services  
mhbettens@cbrm.ns.ca**

**362 George Street  
Sydney, Nova Scotia  
B1P 1K1  
Phone: 902-563-5130**

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To: Mayor and Council  
Prepared By: Mark Bettens, Chief  
Approved By: Demetri Kachafanas, CAO  
Date: May 28, 2025  
Subject: Error of \$50,000 additional in Glace Bay #23 budget.

Recommendation: Decrease Glace Bay #23 budget by \$50,000 and place in Fire Train Cost Centre. GL 6020

Background: An error of \$65,000 extra was placed in Glace Bay budget when it should have been an additional \$15,000 for taking on Tower Road area.

Financial Considerations: None – reallocate funds already approved in budget

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Mark Bettens, Director/Chief  
Cape Breton Regional Fire and Emergency Services

## **Fleet Replacement**

### **Motion**

Moved by Mayor Clarke, seconded by Councillor Sheppard-Campbell, that the Committee of the Whole recommend that Council review and consider the purchase of all fire apparatus listed in the June 3, 2025, committee of the whole agenda, as part of the 2025 replacement plan.

Discussion:

- Insurance rates
- Fleet refurbish timelines
- Clarification on the motion, to review and consider

### **Motion Carried**



**Cape Breton Regional Municipality  
320 Esplanade  
Sydney, NS B1P 7B9**

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**To:** Committee of the Whole  
**Submitted by:** Chief Mark Bettens, CBRFES  
**Date:** May 28, 2025  
**Subject:** Fleet Replacement

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**Origin**

Staff initiated.

**Legislation and Related Policies**

*National Fire Protection Agency (NFPA), Fire Underwriters survey (FUS)*

**Recommendation**

That the Committee of the Whole recommend that Council review and consider the purchase of all fire apparatus listed in the following replacement plan for 2025.

**Background**

A significant number of fire apparatus were purchased either new or used that are the model year 2000 or 2001, as a result CBRM is at a point where more than 20 fire trucks have reached end of service life. This end of service is dictated by NFPA and FUS. Historically, 15 years was the standard for end of service but through municipalities lobbying, the standard has increased to 15, 20 and 25 years depending on location and use. All necessary documents are attached.

**Financial Implications**

The estimated cost of replacement status quo is 19-20 million dollars . Any apparatus tendered will have a 20-to-24-month delivery schedule and payment is upon receipt.

**Options**

Option 1 - Fully fund all trucks exceeding Fire Underwriter Survey Specifications and maintain fire insurance ratings.

Option 2 – Make no purchases this year and be derated under Fire Underwriters survey, increasing insurance costs on residents.

Option 3 – Staff review and report back on the feasibility and operational benefits of implementing a resource paging system to support internal communications and emergency response coordination.

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A copy of this report can be obtained online at [www.cbrm.ns.ca](http://www.cbrm.ns.ca) or by contacting the Office of the Municipal Clerk at 902-563-5010.

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Report Prepared by: Craig MacNeil

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## TECHNICAL BULLETIN

FIRE UNDERWRITERS SURVEY™

*A Service to Insurers and Municipalities*

### LADDERS AND AERIALS: WHEN ARE THEY REQUIRED OR NEEDED?

Numerous standards are used to determine the need for aerial apparatus and ladder equipment within communities. This type of apparatus is typically needed to provide a reasonable level of response within a community when buildings of an increased risk profile (fire) are permitted to be constructed within the community.

Please find the following information regarding the requirements for aerial apparatus/ladder companies from the Fire Underwriters Survey Classification Standard for Public Fire Protection.

#### *Fire Underwriters Survey*

Ladder/Service company operations are normally intended to provide primary property protection operations of

- 1.) Forcible entry;
- 2.) Utility shut-off;
- 3.) Ladder placement;
- 4.) Ventilation;
- 5.) Salvage and Overhaul;
- 6.) Lighting.

Response areas with 5 buildings that are 3 stories or 10.7 metres (35 feet) or more in height, or districts that have a Basic Fire Flow greater than 15,000 LPM (3,300 IGPM), or any combination of these criteria, should have a ladder company. The height of all buildings in the community, including those protected by automatic sprinklers, is considered when determining the number of needed ladder companies.

When no individual response area/district alone needs a ladder company, at least one ladder company is needed if the sum of buildings in the fire protection area meets the above criteria."

The needed length of an aerial ladder, an elevating platform and an elevating stream device shall be determined by the height of the tallest building in the ladder/service district (fire protection area) used to determine the need for a ladder company. One storey normally equals at least 3 metres (10 feet). Building setback is not to be considered in the height determination. An allowance is built into the ladder design for normal access. The maximum height needed for grading purposes shall be 30.5 metres (100 feet).



Exception: When the height of the tallest building is 15.2 metres (50 feet) or less no credit shall be given for an aerial ladder, elevating platform or elevating stream device that has a length less than 15.2 metres (50 feet). This provision is necessary to ensure that the water stream from an elevating stream device has additional "reach" for large area, low height buildings, and the aerial ladder or elevating platform may be extended to compensate for possible topographical conditions that may exist. See Fire Underwriters Survey - Table of Effective Response (attached).

Furthermore, please find the following information regarding communities' need for aerial apparatus/ladder companies within the National Fire Protection Association.

### NFPA

*Response Capabilities: The fire department should be prepared to provide the necessary response of apparatus, equipment and staffing to control the anticipated routine fire load for its community.*

**NFPA Fire Protection Handbook, 20th Edition** cites the following apparatus response for each designated condition:

**HIGH-HAZARD OCCUPANCIES** (schools, hospitals, nursing homes, explosive plants, refineries, high-rise buildings, and other high-risk or large fire potential occupancies):

*At least four pumper, two ladder trucks (or combination apparatus with equivalent capabilities), two chief officers, and other specialized apparatus as may be needed to cope with the combustible involved; not fewer than 24 firefighters and two chief officers.*

**MEDIUM-HAZARD OCCUPANCIES** (apartments, offices, mercantile and industrial occupancies not normally requiring extensive rescue or firefighting forces):

*At least three pumper, one ladder truck (or combination apparatus with equivalent capabilities), one chief officer, and other specialized apparatus as may be needed or available; not fewer than 16 firefighters and one chief officer.*

**LOW-HAZARD OCCUPANCIES** (one-, two-, or three-family dwellings and scattered small businesses and industrial occupancies):

*At least two pumper, one ladder truck (or combination apparatus with equivalent capabilities), one chief officer, and other specialized apparatus as may be needed or available; not fewer than 12 firefighters and one chief officer.*



In addition to the previous references, the following excerpt from the 2012 Building Code is also important to consider when selecting the appropriate level of fire department response capacity and building design requirements with regard to built-in protection levels (passive and active fire protection systems).

*Excerpt: National Building Code 2012*

### A-3 Application of Part 3.

In applying the requirements of this Part, it is intended that they be applied with discretion to buildings of unusual configuration that do not clearly conform to the specific requirements, or to buildings in which processes are carried out which make compliance with particular requirements in this Part impracticable. The definition of "building" as it applies to this Code is general and encompasses most structures, including those which would not normally be considered as buildings in the layman's sense. This occurs more often in industrial uses, particularly those involving manufacturing facilities and equipment that require specialized design that may make it impracticable to follow the specific requirements of this Part. Steel mills, aluminum plants, refining, power generation and liquid storage facilities are examples. A water tank or an oil refinery, for example, has no floor area, so it is obvious that requirements for exits from floor areas would not apply. Requirements for structural fire protection in large steel mills and pulp and paper mills, particularly in certain portions, may not be practicable to achieve in terms of the construction normally used and the operations for which the space is to be used. In other portions of the same building, however, it may be quite reasonable to require that the provisions of this Part be applied (e.g., the office portions). Similarly, areas of industrial occupancy which may be occupied only periodically by service staff, such as equipment penthouses, normally would not need to have the same type of exit facility as floor areas occupied on a continuing basis. It is expected that judgment will be exercised in evaluating the application of a requirement in those cases when extenuating circumstances require special consideration, provided the occupants' safety is not endangered.

The provisions in this Part for fire protection features installed in buildings are intended to provide a minimum acceptable level of public safety. It is intended that all fire protection features of a building, whether required or not, will be designed in conformance with good fire protection engineering practice and will meet the appropriate installation requirements in relevant standards. Good design is necessary to ensure that the level of public safety established by the Code requirements will not be reduced by a voluntary installation.

### Firefighting Assumptions

The requirements of this Part are based on the assumption that firefighting capabilities are available in the event of a fire emergency. These firefighting capabilities may take the form of a



paid or volunteer public fire department or in some cases a private fire brigade. If these firefighting capabilities are not available, additional fire safety measures may be required.

Firefighting capability can vary from municipality to municipality. Generally, larger municipalities have greater firefighting capability than smaller ones. Similarly, older, well established municipalities may have better firefighting facilities than newly formed or rapidly growing ones. The level of municipal fire protection considered to be adequate will normally depend on both the size of the municipality (i.e., the number of buildings to be protected) and the size of buildings within that municipality. Since larger buildings tend to be located in larger municipalities, they are generally, but not always, favoured with a higher level of municipal protection.

Although it is reasonable to consider that some level of municipal firefighting capability was assumed in developing the fire safety provisions in Part 3, this was not done on a consistent or defined basis. The requirements in the Code, while developed in the light of commonly prevailing municipal fire protection levels, do not attempt to relate the size of building to the level of municipal protection. **The responsibility for controlling the maximum size of building to be permitted in a municipality in relation to local firefighting capability rests with the municipality.** If a proposed building is too large, either in terms of floor area or building height, to receive reasonable protection from the municipal fire department, fire protection requirements in addition to those prescribed in this Code, may be necessary to compensate for this deficiency. Automatic sprinkler protection may be one option to be considered.

Alternatively, the municipality may, in light of its firefighting capability, elect to introduce zoning restrictions to ensure that the maximum building size is related to available municipal fire protection facilities. This is, by necessity, a somewhat arbitrary decision and should be made in consultation with the local firefighting service, who should have an appreciation of their capability to fight fires.

The requirements of Subsection 3.2.3. are intended to prevent fire spread from thermal radiation assuming there is adequate firefighting available. It has been found that periods of from 10 to 30 minutes usually elapse between the outbreak of fire in a building that is not protected with an automatic sprinkler system and the attainment of high radiation levels. During this period, the specified spatial separations should prove adequate to inhibit ignition of an exposed building face or the interior of an adjacent building by radiation. Subsequently, however, reduction of the fire intensity by firefighting and the protective wetting of the exposed building face will often be necessary as supplementary measures to inhibit fire spread.

In the case of a building that is sprinklered throughout, the automatic sprinkler system should control the fire to an extent that radiation to neighbouring buildings should be minimal. Although there will be some radiation effect on a sprinklered building from a fire in a neighbouring building, the internal sprinkler system should control any fires that might be ignited in the building and thereby minimize the possibility of the fire spreading into the



exposed building. NFPA 80A, "Protection of Buildings from Exterior Fire Exposures," provides additional information on the possibility of fire spread at building exteriors.

The water supply requirements for fire protection installations depend on the requirements of any automatic sprinkler installations and also on the number of fire streams that may be needed at any fire, having regard to the length of time the streams will have to be used. Both these factors are largely influenced by the conditions at the building to be equipped, and the quantity and pressure of water needed for the protection of both the interior and exterior of the building must be ascertained before the water supply is decided upon. Acceptable water supplies may be a public waterworks system that has adequate pressure and discharge capacity, automatic fire pumps, pressure tanks, manually controlled fire pumps in combination with pressure tanks, gravity tanks, and manually controlled fire pumps operated by remote control devices at each hose station.

For further information regarding the acceptability of emergency apparatus for fire insurance grading purposes, please contact:

Western Canada	Quebec	Ontario	Atlantic Canada
Opta Information Intelligence Fire Underwriters Survey 101-8333 Eastlake Drive Burnaby, British Columbia, V5A 4W2 1-800-665-5661	Opta Information Intelligence Fire Underwriters Survey 255, boul. Cremazie E, 2nd Floor Montreal, Quebec, H2M 1M2 1-800-263-5361	Opta Information Intelligence Fire Underwriters Survey 600-175 Commerce Valley Dr. W. Markham, Ontario, L3T 7P6 1-800-268-8080	Opta Information Intelligence Fire Underwriters Survey 220-30 Damascus Road Bedford, Nova Scotia, B3B 1Y2 1-877-634-8564



## TECHNICAL BULLETIN

### FIRE UNDERWRITERS SURVEY™

*A Service to Insurers and Municipalities*

#### APPARATUS ACCEPTANCE TERMS OF REFERENCE FOR FIRE INSURANCE GRADING AND PUBLIC FIRE PROTECTION CLASSIFICATION

Fire Underwriters Survey evaluates the capacity of the fire department to provide required fire flows through the apparatus within the fire department fleet.

- If apparatus is ULC listed<sup>1</sup> and of an appropriate age then it can receive full credit
- If apparatus is designed to meet all of the requirements of NFPA 1901, and has been tested and evaluated for its compliance with NFPA 1901, by an accredited agency<sup>2</sup>, then it can also receive full credit.
- If the apparatus does not meet one of the two above criteria, then some credit between 0-100% would be applied to the apparatus within the calculation of fire insurance grades.
  - This credit is based on an analysis of the reliability of the apparatus with respect to its capacity of continuously provide emergency response and all related intended purposes (as specified in ULC S515 and/or NFPA 1901):
    - Apparatus design standard and specifications;
    - Age of apparatus;
    - Results of apparatus acceptance and service testing (including, but not limited to, weight, road and pump performance tests);
    - Accident history;
    - Out of service history;
    - Frequency of testing and indications of apparatus reliability; and
    - Frequency of maintenance and indications of apparatus reliability.

<sup>1</sup> Listed by ULC means that the apparatus has been tested and certified through "listing" and a ULC plate (indicating listing number) has been applied to the apparatus. The testing and certifying organization must be a Standards Council of Canada accredited agency (ULC is an accredited agency). Listing of the apparatus implies the apparatus meets all of the requirements of the standard ULC S-515.

<sup>2</sup> NFPA 1901, Standard for Automotive Fire Apparatus, lists requirements for third party certification under section 4.7:  
4.7 Third-Party Certification of Test Results. Where this standard requires the results of tests to be certified by an independent third-party certification organization, that organization shall meet the requirements of this section.  
4.7.1 All certification shall be performed by a certification organization that is accredited for inspection and testing systems on fire apparatus in accordance with ISO/IEC 17020, General criteria for the operation of various types of bodies performing inspection, or ISO/IEC 17065, Conformity Assessment: Requirements for bodies certifying products, processes and services.  
4.7.2 The certification organization shall not be owned or controlled by manufacturers or vendors of the product that is being tested.  
4.7.3 The certification organization shall be primarily engaged in certification work and shall not have a monetary interest in the product's ultimate profitability.  
4.7.4\* The independent third-party organization shall witness all required tests by an in-person representative(s) at the test site or by use of verifiable automated data collection and image recording equipment. The third-party organization shall refuse to certify any test results for a system if all components of that system requiring testing do not pass the testing required by this standard.  
4.7.5 There shall be no conditional, temporary, or partial certification of test results.  
4.7.6\* Forms or data sheets shall be provided and used during the testing.  
4.7.7 Programs shall be in place for training, proficiency testing, and performance verification of any staff involved with certification.  
4.7.8 The certification organization's operating procedures shall provide a mechanism for the manufacturer to appeal decisions. The procedures shall include provisions for the presentation of information from representatives of both sides of a controversy to a designated appeals panel.



## TECHNICAL BULLETIN

### FIRE UNDERWRITERS SURVEY™

*A Service to Insurers and Municipalities*

#### INSURANCE GRADING RECOGNITION OF USED OR REBUILT FIRE APPARATUS

The performance ability and overall acceptability of older apparatus has been debated between municipal administrations, the public fire service and many others for years. Fire Underwriters Survey (FUS) has reviewed experiences across Canada and in other countries and has developed a standard for acceptance of apparatus as the apparatus becomes less reliable with age and use.

The public fire service is unique compared to other emergency services in that fire apparatus vehicles are not continuously in use. However, when in use, the apparatus is subject to considerable mechanical stress due to the nature of its function. This stress does not normally manifest itself on the exterior of the equipment. It is effectively masked in most departments by a higher standard of aesthetic care and maintenance. Lack of replacement parts further complicates long term use of apparatus. Truck and pump manufacturers maintain a parts inventory for each model year for a finite time. After that period, obtaining necessary parts may be difficult. This parts shortage is particularly acute with fire apparatus due to the narrow market for these devices.

Fire Underwriters Survey lengthy experience in evaluating fire apparatus indicates that apparatus should be designed to an acceptable standard. The standard that is accepted throughout Canada by Fire Underwriters Survey is the Underwriters Laboratories of Canada CAN/ULC-S515-13 titled, "Standard FOR Automobile Fire Fighting Apparatus," which has been adopted as a National Standard of Canada. Alternatively, NFPA 1901, the Standard for Automotive Fire Apparatus is also accepted by Fire Underwriters Survey with respect to apparatus design. Fire apparatus should be built by recognized manufacturers and tested by a suitably accredited third party.

Fire apparatus should respond to first alarms for the first fifteen years of service. During this period, it has reasonably been shown that apparatus effectively responds and performs as designed without failure at least 95% of the time. For the next five years, it should be held in reserve status for use at major multi-alarm fires, or used as a replacement for temporarily out-of-service first line apparatus. Fire apparatus should be retired from service at twenty years of age. Present practice indicates the recommended service periods and protocols are usually followed by the first purchaser. However, at the end of that period, the apparatus is either traded in on new apparatus, or sold to another fire department. At this juncture, the unit may have one or more faults which preclude effective use for emergency service. These deficiencies include:

- a. Inadequate braking system,
- b. Slow pick-up and acceleration,
- c. Structurally weakened chassis due to constant load bearing and/or overloading,
- d. Pump wear,
- e. Etc.



FUS has modified its application of the age requirement for used or rebuilt apparatus. Due to municipal budget constraints within small communities apparatus may continue to be recognized for fire insurance grading past twenty years of age, provided the apparatus successfully passes the recommended annual tests and has been deemed to be in excellent mechanical condition. The specified service tests are outlined below under the heading "Recommended Service Tests for Used or Modified Fire Apparatus". Testing and apparatus maintenance should only be completed by a technician who is certified to an appropriate level in accordance with NFPA 1071, *Standard for Emergency Vehicle Technician Professional Qualifications*.

Insurance grading recognition may be extended for a limited period of time if documentation verifying that the apparatus has successfully passed the specified tests and other evidence of reliability are submitted and approved by FUS. However, if fire apparatus does not pass required tests or for any reason is deemed to be inadequately reliable for use in emergencies, the apparatus may be required to be replaced or refurbished to retain published fire insurance grades. If reliable apparatus is not in place, fire insurance grading recognition may be revoked which may adversely affect the fire insurance grades of the community. This can also affect the rates of insurance for property owners throughout the community.

**Table 1 Service Schedule for Fire Apparatus For Fire Insurance Grading Purposes**

Apparatus Age	Major Cities <sup>3</sup>	Medium Sized Cities <sup>4</sup>	Small Communities <sup>5,6</sup> and Rural Areas
0 – 15 Years	First Line Duty	First Line Duty	First Line Duty
16 – 20 Years	Reserve	2 <sup>nd</sup> Line Duty	First Line Duty
20 – 25 Years <sup>1</sup>	No Credit in Grading	No Credit in Grading or Reserve <sup>2</sup>	No Credit in Grading or 2 <sup>nd</sup> Line Duty <sup>2</sup>
26 – 29 Years <sup>1</sup>	No Credit in Grading	No Credit in Grading Or Reserve <sup>2</sup>	No Credit in Grading or Reserve <sup>2</sup>
30 Years +	No Credit in Grading	No Credit in Grading	No Credit in Grading

<sup>1</sup> All listed fire apparatus 20 years of age and older are required to be service tested by recognized testing agency on an annual basis to be eligible for grading recognition. (NFPA 1071)

<sup>2</sup> Exceptions to age status may be considered in a small to medium sized communities and rural areas conditionally, when apparatus condition is acceptable and apparatus successfully passes required testing.

<sup>3</sup> Major Cities are defined as communities that have:

- a total population of 100,000 or greater within the fire protection jurisdiction

<sup>4</sup> Medium Communities are defined as communities that have:

- a total population of 30,000 – 99,999 within the fire protection jurisdiction

<sup>5</sup> Small Communities are defined as incorporated or unincorporated communities that have:

- a total population of 1,000 – 29,999 within the fire protection jurisdiction

<sup>6</sup> Rural Areas are defined as incorporated or unincorporated communities that have:

- a total population of less than 1,000 within the fire protection jurisdiction



## Fire Underwriters Survey™

Table 2 Frequency of Listed Fire Apparatus Acceptance and Service Tests

	Frequency of Test					
	@ Time of Purchase New or Used	Annual Basis	@ 15 Years	@ 20 Years See Note 4	20 to 25 Years (annually)	After Extensive Repairs See Note 5
<b>Recommended For Fire Insurance Purposes</b>	Acceptance Test if new; Service Test if used & < 20 Years	Service Test	Acceptance Test	Acceptance Test	Acceptance Test	Acceptance or Service Test depending on extent of repair
<b>Required For Fire Insurance Purposes</b>	Acceptance Test if new; Service Test if used & < 20 Years	No Test Required	No Test Required	Acceptance Test	Acceptance Test	Acceptance or Service Test depending on extent of repair
<b>Factor in FUS Grading</b>	Yes	Yes	Yes	Yes	Yes	Yes
<b>Required By Listing Agency</b>	Acceptance Test	No	No	No	N/A	Acceptance Test
<b>Required By NFPA See Note 6</b>	Acceptance Test	Annual Service Test	Annual Service Test	Annual Service Test	Annual Service Test	Service Test

**Note 1:** See: 'Service Tests for Used or Rebuilt Fire Apparatus' for description of applicable tests

**Note 2:** Acceptance Tests consist of 60 minute capacity and 30 minute pressure tests

**Note 3:** Service Tests consist of 20 minute capacity test and 10 minute pressure test in addition to other listed tests

**Note 4:** Apparatus exceeding 20 years of age may not be considered to be eligible for insurance grading purposes regardless of testing. Application must be made in writing to Fire Underwriters Survey for an extension of the grade-able life of the apparatus.

**Note 5:** Testing after extensive repairs should occur regardless of apparatus age within reason.

**Note 6:** Acceptance Tests: See NFPA 1901, Standard for Automotive Fire Apparatus

Service Tests: See NFPA 1911, Standard for Service Tests of Fire Pump Systems on Fire Apparatus, Article 5.1

# Superior Tanker Shuttle Service

## Alternative Water Supplies for Public Fire Protection

Alternative water supplies include water supplies other than those that are defined as pressurized, municipal-type water supply systems. Generally speaking fire fighting operations are dependent on water and/or other extinguishing agents to succeed. In developed areas, water supplies are provided through a network of distribution pipes, storage and pumping facilities.

In areas without municipal-type water supplies, fire fighting presents a significantly greater challenge. Historically various methods have been utilized to deliver water from some source location to the fireground. The bucket line is an example of one of the historical methods of delivering water to a fire. Generally speaking these types of water supply delivery methods were not effective with respect to reducing property damage.

Since the advent of automotive fire apparatus and road infrastructure, the capacity to move water from a source location to the fire ground has improved dramatically. The fundamental steps in a shuttle operation are as follows:

- set up pumper apparatus at fire event and deliver water from temporary storage facility (ex. portable tank) through fire pump to fire;
- draft water (from a location where water supplies are known to be reliable and accessible) into a mobile water supply apparatus
- move water from source location to fire event using mobile water supply apparatus
- dump water into temporary storage facility (ex. portable tank) at fire event location
- repeat shuttle cycle.

## Levels of Service

### Unrecognized Shuttle Service

If the level of shuttle service provided by a community does not meet the minimum benchmarks set out in NFPA 1142, then the level of service will not be recognized for fire insurance grading purposes.

## **Standard Tanker Shuttle Service**

To be recognized, for Standard Tanker Shuttle Service, the fire department must have adequate equipment, training and continuous access to approved alternative water supplies to deliver standard tanker shuttle service in accordance with NFPA 1142, Standard on Water Supplies for Suburban and Rural Fire Fighting. A formal plan for use of alternative water supplies must be in place and available for review detailing the alternative water supply sources and characteristics. To be credited, fire department access to alternative water supplies must be 24 hours per day and 365 days per year. Refill capacity from alternative water supplies using drafting techniques requires a pump that has a minimum capacity of 450 LPM (100 Igpm) at 275-415 kPa (40-60 psi).

## **Accredited Superior Tanker Shuttle Service**

Accredited Superior Tanker Shuttle Service is a recognized equivalency to hydrant protection. To be accredited, fire departments must commit to maintaining a high standard of organization, and practice delivering the service regularly. The fire department must be able to show through testing and documentation that it can continuously provide water supplies in excess of the minimum required for hydranted municipal-type water supplies.

To be recognized for Accredited Superior Tanker Shuttle Service, the system of delivery of water supplies must be well-designed and well-documented. The system of delivery must meet all of the requirements specified for Standard Tanker Shuttle Service and must exceed the requirements in several key areas:

- The fire department must be able to prove through testing that the specified requirements of Superior Tanker Shuttle Service can be met.
- For personal lines insurance, the fire department must be able to deliver a flow rate of not less than 950 LPM (200 IGPM) within 5 minutes of arriving at the test site with the first major piece of apparatus (wheel stop).
- For commercial lines insurance, the fire department must be able to deliver a flow rate of not less than 1900 LPM (400 IGPM) within 5 minutes of arriving at the test site with the first major piece of apparatus (wheel stop).
- The fire department must be able to deliver the flow rate which will be accredited within 10 minutes of arriving at the test site with the first major piece of apparatus (wheel stop).
- The volume of water available for fire fighting must be adequate to sustain the accredited flow rate for a duration in accordance with the Fire Underwriters Survey Water Supplies for Public Fire Protection

## **Further Notes**

- To be recognized for fire insurance grading purposes, the protected property must be located within:
  - Commercial Lines (PFPC) - 5 km of a fire station AND 2.5 km of an approved water supply point

- Personal Lines (DPG) - 8 km of a fire station AND 5 km of an approved water supply point
- To be recognized for fire insurance grading purposes, the water-delivery system must be available AND accessible 24 hours per day and 365 days per year;
- To be recognized for fire insurance grading purposes, the water capacity of alternative water supply sources must be documented for a 50-year drought cycle and documentation must be available for review. Alternative evidence of reliability of supply will be considered on a case by case basis.
- Fire Underwriters Survey treats dry hydrants with suction points in the same way as it treats standard (pressurized) fire hydrants. Any property within 300 metres of a dry hydrant may be eligible for a Dwelling Protection Grade better than 3B, provided the building is within eight kilometres by road of a responding fire station, the fire department is recognized as meeting the criteria for a Dwelling Protection Grade of 3A or better and the fire department has adequate apparatus to effectively utilize the dry hydrant through suction. Testing of the fire department's capacity to utilize the dry hydrant and documentation of the dry hydrant design and maintenance may also be required.
- Fire Underwriters Survey may extend credit beyond 300 metres of a fire hydrant when the responding fire company uses large-diameter hose, if the fire department can demonstrate a standard procedure for deployment of hose and also establish a relay operation as needed.

*Historical Note: Fire Underwriters Survey has completed Superior Tanker Shuttle Service Testing since 1989 when the first such test was completed in Ontario. Past systems for testing were somewhat less formal. See article: 1988 First Accreditation in Canada*

## **Noted changes to Accredited Superior Tanker Shuttle Service**

1. Defined coverage areas
2. Formalized requirements for Approved Water Supply Points
3. Publication of accredited flow rates to the Canadian Fire Insurance Grading Index
4. 5 year limit on accreditation period
5. Formalized requirements for documentation
6. Formalized integration of NFPA 1142

For communities that are currently accredited to deliver Superior Tanker Shuttle Service Service, a phase in period of 2 years will be used to allow communities time to prepare for the re-accreditation process.

Note: the full Superior Tanker Shuttle Service Accreditation document can be downloaded here:  
[Superior Tanker Shuttle Service Accreditation Protocol \(./assets/img/FUS-AlternativeWaterSupplyAccreditationProtocol2012.pdf\)](#)

## **Why become Accredited to deliver Superior Tanker Shuttle Service?**

Property owners in communities with accredited Superior Tanker Shuttle Service are eligible for improved property insurance rates similar to those in communities with municipal-type water supply systems.

Fire Underwriters Survey does not set property insurance rates, however the organization is responsible for publishing the Canadian Fire Insurance Grading Index which is used by insurers across Canada to base insurance rates upon.

Fire Underwriters Survey is recognized by the Insurance Bureau of Canada as being the only organization authorised to publish fire insurance grades in Canada.

## **Outside Agencies Testing Tanker Shuttle Service?**

Communities that have been tested by agencies other than Fire Underwriters Survey may still be eligible to receive Fire Underwriters Survey accreditation. Documentation of test procedures followed and test results must be submitted to the offices of Fire Underwriters Survey in accordance with the Superior Tanker Shuttle Service Protocol document. Applicants that successfully meet the specified criteria will be accredited and receive certification through the Fire Underwriters Survey' Registry of Accredited Superior Tanker Shuttle Service Services. The Registry is promulgated to the Fire Insurance Grading Index to ensure that the community's fire insurance grades reflect the accreditation.

# Public Fire Protection Classification

## What is PFPC™?

The **Public Fire Protection Classification (PFPC)** is expressed on a 1 to 10 scale. Commercial Lines property underwriters and risk managers will more easily recognize these classifications as "town grades". Class 1 represents the "ideal" or highest level of public fire protection while Class 10 reflects the absence of any effective public fire protection. Many insurers will subsequently group these "town grades" into Protected, Semi Protected and Unprotected categories, to be used when calculating underwriting capacity. The Grades indicate how well communities are equipped to combat major fires that may be expected to occur in commercial, industrial, institutional and multi-family residential properties and are developed from a comprehensive review of all facets of the fire defense system as it relates to the level of risk present within the community.

Fire Underwriters Survey collects information on public fire protection efforts in communities all across Canada. In each of those communities, FUS analyzes the relevant data using our Classification Standard for Public Fire Protection (CSPFP). The applicable PFPC from 1 to 10 is then assigned to the community.

By classifying communities' ability to suppress fires, Fire Underwriters Survey helps the communities evaluate their public fire protection services. The program provides an objective, national standard that helps fire departments in planning and budgeting for facilities, equipment, and training. With the objective of securing lower fire insurance premiums for communities with better public fire protection, the PFPC program provides incentives and rewards for communities that choose to improve their fire protection levels and thereby the community PFPC classification.

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### How the PFPC grading system works

## How the PFPC grading system works

The PFPC program provides important, up-to-date information about public fire protection services throughout the country. Fire Underwriters Survey's Public Fire Protection Specialists collect information about the quality of public fire protection in all incorporated and unincorporated communities with public fire protection across Canada. In each of those communities, FUS analyzes the relevant data and assigns a Public Fire Protection Classification - a number from 1 to 10. Class 1 represents exemplary fire protection, and Class 10 indicates that the area's fire-suppression program does not meet the minimum criteria of the Classification Standard for Public Fire Protection.

Canadian insurers of "commercial" property use Fire Underwriters Survey's Public Fire Protection Classifications (aka. town grades) in calculating premiums for risks other than "detached dwellings".

A community's PFPC is calculated utilizing calculations of relative classification and benchmarks in the following major areas:

## Fire Risk

Adequate response to a fire emergency is generally measured by the speed with which a responding firefighting crew(s) can arrive at the fire emergency with sufficient resources, to have a reasonable degree of opportunity to control or extinguish a fire. Simply put, the response provided by a firefighting crew should equal the potential severity of the fire or fire emergency.

The potential severity of a fire event is generally associated with the fuel load present and exposures to the fire. Factors such as building construction materials; quality of construction; building renovation history; building size, height and age; occupancy and hazards associated with the occupancy, will all contribute to the potential severity of a fire. In addition, other buildings sufficiently exposed to a burning building can contribute to the magnitude of a fire and the resources necessary to be in place to control or extinguish a given fire. Alternatively, building controls and automatic fire protection systems (both active and passive) that limit fire spread will reduce the potential severity of a fire. For building controls to be considered effective, their design, installation and maintenance must also be reviewed as any weak link may result in the system being ineffectual.

Much of the research into fire protection requirements for individual buildings and communities and the corresponding number of Pumper companies and response times has been conducted by FUS and the National Fire Protection Association (NFPA). FUS evaluates adequacy of response by comparing the potential severity of fires that may occur with a rating of the ability of fire crews and their resources responding within a specified time period relative to the fire and life safety risk potential that may be needed.

The base point, within the Classification Standard for Public Fire Protection, for measuring fire risk and the resultant available and adequate response is the determination of Required Fire Flows (RFF).

Required Fire Flows (RFF) may be described as a measurement of the amount and rate of water application, and fire company response, required in firefighting to confine and control the fires possible in a building or group of buildings which comprise essentially the same fire area by virtue of immediate exposures. RFFs are calculated and determined for buildings using the methodology described in the FUS 1999 Guideline ["Water Supply for Public Fire Protection"](#) ([..../assets/img/FUS-WaterSupplyforPublicFireProtection2006.pdf](#)).

## **Fire Department (40% of overall PFPC Grade)**

**The Fire Department review contributes to approximately 40% of the overall PFPC Grade. Areas of Fire Department review include:**

- Type and number of apparatus
- The condition and age of fire apparatus and fire suppression equipment
- Pumping capacity
- The type of staffing (i.e. career Firefighters vs. paid-on-call)
- The distribution of companies relative to fire risk
- Response to alarm protocols
- Management of emergency services
- The quality of training programs for the fire fighter including specialized training
- Pre-incident planning

## **Water Supply (30% of overall PFPC Grade)**

**The Water Supply review contributes to approximately 30% of the overall PFPC Grade.**

An adequate and reliable water supply is an essential part of the firefighting facilities of a community or municipality. A water supply is considered to be adequate if it can deliver the Basic Fire Flow for the appropriate duration while simultaneously providing domestic water supply at the max day demand; if this delivery is possible under certain emergency or unusual conditions, the water supply is also considered to be reliable.

In most municipalities, due to structural conditions in some areas, the possibility exists that a combination of unfavourable factors, such as the delayed receipt of an alarm of fire, high winds, or an explosion, will result in a fire becoming large enough to tax the ability of the fire service to confine the fire using the normally available water supply.

If, at the same time, the water supply is lacking or is considerably curtailed due to the failure of essential equipment (reliability); any fire, even if relatively small upon the arrival of the fire department, could rapidly expand and extend to adjoining buildings, becoming a conflagration.

In order to provide reliability, duplication of some or all parts of a water supply system is important, the need for duplication being dependent upon the extent to which the various parts may reasonably be expected to be out of service as a result of maintenance and repair work, emergencies, or some

unusual condition. The introduction of storage, either as part of the supply works or on the distribution system, may partially or completely offset the need for duplicating various parts of the system; the value of the storage depends upon its amount, location and availability.

## **Gravity Systems and Pumping Systems**

Gravity systems delivering supply from the source directly to the community or municipality without the use of pumps is advantageous from a fire protection standpoint because of its reliability, but the reliability of a pumping system can be developed to such a high degree through redundancies and back-up power supplies that no distinction is made between the two types.

### **Storage**

In general, storage reduces the requirements of those parts of the system through which supply has already passed. Since storage usually fluctuates, the total normal daily minimum maintained or 80 percent of capacity is the amount that is considered as available.

### **Pump Capacities**

As part of the grading analysis of pumps for Fire Insurance Grading the capacities of pumps are de-rated by 25 percent to factor in age and reliability.

## **Fire Prevention and Fire Safety Control (20% of overall PFPC Grade)**

**The Fire Safety Control review contributes to approximately 20% of the overall PFPC Grade.**

A substantial degree of safety to life and protection of property from fire should be provided by provincial and municipal control of hazards. Control can be best accomplished by the adoption and enforcement of appropriate codes and standards for manufacture, storage, and use of hazardous materials and for building construction, as well as through training, advisory and education programs for the public.

This grading item reviews the general fire prevention, inspection and investigation activities of the fire department. The official in charge of fire prevention activities, in cooperation with the chief of the fire department, should establish an inspection procedure for correction of: obstructions to exits which interfere with emergency egress or with fire department operations; inadequate or defective

automatic or other fire alarm/fire extinguishing equipment; or conditions in buildings or other structures which create a severe life hazard potential. Provisions should be made for the investigation of fires.

The fire prevention program should include visiting and inspection of dwellings on an occupant voluntary basis and the continuous education of the public. The fire department should maintain a highly visible profile in enforcement, education, training, and advisory services.

While each community will have their own risks and reduction programs, prevention will be more and more viewed as a frontline service and not a support service.

## **Emergency Communications (10% of overall PFPC Grade)**

**The Emergency Communications review contributes to approximately 10% of the overall PFPC Grade.**

Equipment for the receipt and transmission of alarms should be housed securely and be protected against fire or damage from other sources, including flooding, vandalism, and earthquakes.

Emergency communication centres should be of non-combustible construction with one to three hour protection from exposures depending on complexity of the installation. Most importantly, there should be protection from ignition sources and rapid initial fire spread through control of such sources as flammable furnishings and building finish materials.

Benefits of the Grading System

+

How the PFPC affects individual insurance policies

+

Evaluation Process & Your Community's Grades

+

Implications of the PFPC grades

+

<b>Standard Pumper</b>	A triple combination pumper that is equipped with a major pump, water tank and hose compartment. Fire apparatus should be designed and constructed in accordance with ULC S515, "Standard for Automobile Fire Fighting Apparatus" or NFPA 1901, "Standard for Automotive Fire Apparatus". See notes. Used or rebuilt fire apparatus must be subjected to ULC or Underwriters service tests to be recognized for fire insurance grading purposes.
<b>Standard Tanker Shuttle Service</b>	A system that is used to move water from a reliable water source to a fire event. To be recognized for fire insurance grading purposes, the capacity to deliver this service must meet the minimum criteria specified in NFPA 1142, Standard on Water Supplies for Suburban and Rural Fire Fighting.
<b>Accredited Superior Tanker Shuttle Service Service</b>	An accredited system that is used to move water from a reliable water source to a fire event. To be accredited for fire insurance grading purposes, the capacity to deliver this service must: <ol style="list-style-type: none"> <li>1. meet the minimum criteria specified in NFPA 1142, Standard on Water Supplies for Suburban and Rural Fire Fighting; and</li> <li>2. be tested in accordance with Fire Underwriters Survey Superior Tanker Shuttle Service Procedure;</li> <li>3. be capable of providing a minimum flow rate of               <ul style="list-style-type: none"> <li>◦ 910 LPM (200 IGPM) for 2 hours, or</li> <li>◦ 1820 LPM (400 IGPM) for 1 hour</li> </ul> </li> <li>5. be accredited and listed as such in the Superior Shuttle Accreditation registry maintained by a registrar appointed by Fire Underwriters Survey.</li> </ol>
<b>Fire Fighter, auxiliary</b>	A person who is not employed full time, for monetary compensation, for fire fighting, but is trained and equipped as a fire fighter and available to respond to fire calls through a defined arrangement (ex. on-call). Minimum requirements: <ol style="list-style-type: none"> <li>1. Training/Fitness: Fire Fighter I per NFPA 1001 (as relates to providing structural fire protection) or equivalent AND trains a minimum of 48 hrs per year (documented),</li> <li>2. Equipment: Personal Protective Clothing as defined in NFPA</li> </ol>

	<p>1001.</p> <p>3. Availability * : lives and works in community and is available to respond to fires</p>
<b>Fire Fighter, career</b>	<p>A person who is employed full time, for monetary compensation, whose primary duty is fire fighting. Minimum requirements:</p> <ol style="list-style-type: none"> <li>1. Training/Fitness: Fire Fighter II per NFPA 1001 or equivalent AND trains a minimum of 2 hours per shift (4 hours on 24 hour shifts)</li> <li>2. Equipment: Personal Protective Clothing as defined in NFPA 1001.</li> <li>3. Availability: <ul style="list-style-type: none"> <li>◦ during shifts is in fire station ready to respond</li> <li>◦ off-shift may have arrangement to respond on-call *</li> </ul> </li> </ol>
<b>Personal Protective Clothing</b>	<p>Personal Protective Clothing (PPC). The full complement of garments fire fighters are normally required to wear while on emergency scene, including turnout coat, protective trousers, fire-fighting boots, fire-fighting gloves, a protective hood, and a helmet with eye protection.</p>
<b>Minimum water supply</b>	<p>Absolute minimum recognized municipal-type water supply system requirements:</p> <ol style="list-style-type: none"> <li>1. Storage Volume: 110,000 L (24,000 IG)</li> <li>2. Delivery: Pipe distribution network with listed fire hydrants</li> <li>3. Flow Capacity: Maximum Daily Consumption + minimum <ul style="list-style-type: none"> <li>◦ 910 LPM (200 IGPM) for 2 hours, or</li> <li>◦ 1820 LPM (400 IGPM) for 1 hour</li> </ul> </li> <li>5. Residual Pressure: 20 psi residual pressure during flow</li> </ol>
<b>Detached Dwelling</b>	<p>refers to One- and Two-Family Detached Dwellings (buildings containing not more than two dwelling units) in which each dwelling unit is occupied by members of a single family with not more than three outsiders, if any, accommodated in rented rooms.</p>
<b>Typical Detached Dwelling</b>	<p>refers to One- and Two-Family Detached Dwellings:</p>

- with no structural exposures (buildings with an area exceeding 9.3 sq.m) within 30 m;
- with no unusual fire risks (such as wood shake roofs); AND
- with an effective area (all storeys excluding basements) not exceeding 334 sq.m (3600 sq.ft).

<b>Fire Hall</b>	An "emergency response facility" where fire department apparatus and equipment are housed, protected against harm, and made readily accessible for use in emergencies. The fire hall is normally the location where fire fighters respond from. Other primary purposes include training and administration of the fire department.
<b>Emergency Response Facility (ERF)</b>	A structure or a portion of a structure that houses emergency response agency equipment or personnel for response to alarms. Examples of ERFs include a fire station, a police station, an ambulance station, a rescue station, a ranger station, and similar facilities.

*\* To be fully credited, on-call fire fighters (auxiliary or career) should be located within a reasonable travel distance to the fire station.*

#### Dwelling Protection Grade Criteria

## Dwelling Protection Grade Criteria

Notes regarding the Dwelling Protection Grade System:

1. The Dwelling Protection Grade System provides an approximate measure of the fire defense capabilities of a community with respect to providing structural fire response to typical detached dwellings (as defined in Terms of Reference).
2. Recognized response distances are limited to 8km by road of continuously accessible (and appropriately maintained) public roads. Response from within 5km by road is preferred due to reduction in response times. Private roads may be recognized where evidence of maintenance reliability is evaluated and accepted by Fire Underwriters Survey.

# Dwelling Protection Grade

## What is the DPG™?

One of the fire insurance classifications we establish and convey to FUS member companies is the Dwelling Protection Grade. The D.P.G. is a numerical system scaled from 1 to 5. One (1) is the highest grading possible and 5 indicates little or no recognized public fire protection. This grading reflects the ability of a community to handle fires in small buildings (e.g. single family dwellings).

## How the Dwelling Protection Grading™ Works

The Dwelling Protection Grade™ program provides important, up-to-date information about municipal fire-protection services throughout the country. The DPG program provides a simple and accurate method of determining whether a fire department meets the necessary benchmarks to effectively fight fires in small buildings such as one and two family dwellings (detached dwellings with not more than two dwelling units).

Fire Underwriters Survey's Certified Fire Protection Specialists collect information about the quality of public fire protection in all built-up communities across Canada. In each of those communities, FUS analyzes the relevant data and assigns a Dwelling Protection Grade - a number from 1 to 5. Class 1 represents exemplary fire protection, and Class 5 indicates that the area's fire-suppression program does not meet the minimum criteria to be recognized for fire insurance grading purposes.

Canadian insurers of one and two family dwellings (Detached Dwellings) use Fire Underwriters Survey's Dwelling Protection Grades in calculating appropriate insurance rates/premiums. In general, the price of insurance in a community with a good DPG is substantially lower than in a community with a poor DPG, assuming all other factors are equal.

### Dwelling Protection Grades - Minimum Requirements per Fire Station

## Dwelling Protection Grades - Minimum

# Dwelling Protection Grade Criteria

Notes regarding the Dwelling Protection Grade System:

1. The Dwelling Protection Grade System provides an approximate measure of the fire defense capabilities of a community with respect to providing structural fire response to typical detached dwellings (as defined in Terms of Reference).
2. Recognized response distances are limited to 8km by road of continuously accessible (and appropriately maintained) public roads. Response from within 5km by road is preferred due to reduction in response times. Private roads may be recognized where evidence of maintenance reliability is evaluated and accepted by Fire Underwriters Survey.
3. Response times are expected to be delayed to varying degrees in cases where auxiliary fire fighters are responding due to the increased turn-out time as compared to on-duty fire fighters that respond directly from the Emergency Response Facility (fire station).
4. Fire departments desiring fire insurance grading recognition should be organized on a sound financial basis such as a tax levy. Areas organized on a society or subscription basis will not be recognized because of the difficulty in identifying residents within the protected area who are current members of the society and the lack of guaranteed funds to adequately finance a fire department year round.

## Minimum criteria for Dwelling Protection Grade 1

# Minimum criteria for Dwelling Protection Grade 1

## Public Water Supply

Water supply system designed in accordance with Fire Underwriters Survey standard "Water Supply for Public Fire Protection" with a relative classification of 5 or better. In general terms, to achieve a relative classification of 5, the water supply system should be designed to be capable of providing required fire flows simultaneously with Maximum Daily Consumption at a minimum residual pressure of 138 kPa (20 psi) and should be designed with redundancies throughout key components to ensure the capacity to deliver required fire flows is not adversely affected during foreseeable single point failure scenarios.

## Fire Department

## Apparatus

For each fire hall with a Dwelling Protection Grade 1, fire apparatus must include a minimum of one triple combination pumper rated at not less than 3000 LPM (625 Igpm at 150 psi) and designed in accordance with:

- Underwriters' Laboratories of Canada (ULC) S515 Automobile Fire Fighting Apparatus, or
- National Fire Protection Association (NFPA) 1901 Standard for Automotive Fire Apparatus

Credit for fire apparatus will be based on evidence of reliability indicators including the listing of apparatus by ULC, design specifications, fire pump service test records, age, maintenance history, etc. Apparatus is evaluated from the perspective of the capacity to provide structural fire protection.

To be credited, apparatus must be stored in a suitably constructed and arranged fire hall.

## **Fire Force**

For each fire hall with a Dwelling Protection Grade 1, the credited available responding fire force will include at a minimum:

- 3 career fire fighters on duty 24 hrs/day, 365 days/year
- 1 Fire Chief (required to respond but not required to be on-duty)

## **Emergency Communications**

An adequate and reliable means of receiving alarms of fire and dispatching fire fighters is necessary (ex. public fire number, pagers etc.).

## **Fire Protection Service Area**

The boundary of the protected area must be clearly established and registered with the Provincial Government.

### Minimum criteria for Dwelling Protection Grade 2

## **Minimum criteria for Dwelling Protection Grade 2**

### **Public Water Supply**

Water supply system designed in accordance with Fire Underwriters Survey standard "Water Supply for Public Fire Protection" with a relative classification of 6 or better. In general terms, to achieve a relative classification of 6, the water supply system should be designed to be capable of providing

required fire flows simultaneously with Maximum Daily Consumption at a minimum residual pressure of 138 kPa (20 psi) and should be designed with redundancies throughout the majority of key components to ensure the capacity to deliver required fire flows is not adversely affected during the majority of foreseeable single point failure scenarios.

## **Fire Department**

### **Apparatus**

For each fire hall with a Dwelling Protection Grade 2, fire apparatus must include a minimum of one triple combination pumper rated at not less than 3000 LPM (625 Igpm at 150 psi) and designed in accordance with:

- Underwriters' Laboratories of Canada (ULC) S515 Automobile Fire Fighting Apparatus, or
- National Fire Protection Association (NFPA) 1901 Standard for Automotive Fire Apparatus

Credit for fire apparatus will be based on evidence of reliability indicators including the listing of apparatus by ULC, design specifications, fire pump service test records, age, maintenance history, etc. Apparatus is evaluated from the perspective of the capacity to provide structural fire protection.

To be credited, apparatus must be stored in a suitably constructed and arranged fire hall.

### **Fire Force**

For each fire hall with a Dwelling Protection Grade 2, the credited available responding fire force will include at a minimum:

- 1 career fire fighter on duty 24 hrs/day, 365 days/year
- 1 Fire Chief (required to respond but not required to be on-duty)
- 15 auxiliary fire fighters scheduled to respond

### **Emergency Communications**

An adequate and reliable means of receiving alarms of fire and dispatching fire fighters is necessary (ex. public fire number, pagers etc.).

### **Fire Protection Service Area**

The boundary of the protected area must be clearly established and registered with the Provincial Government.

# Minimum criteria for Dwelling Protection Grade 3A

## Public Water Supply

Water supply system designed in accordance with Fire Underwriters Survey standard "Water Supply for Public Fire Protection" must meet all minimum standards specified in the document. In general terms, to meet all minimum standards, the water supply system should be designed to be capable of providing required fire flows simultaneously with Maximum Daily Consumption at a minimum residual pressure of 138 kPa (20 psi), and have not less than 110,000 Litres (24,000 l.gal) in available storage.

## Fire Department

### Apparatus

For each fire hall with a Dwelling Protection Grade 3A, fire apparatus must include a minimum of one triple combination pumper rated at not less than 3000 LPM (625 Igpm at 150 psi) and designed in accordance with:

- Underwriters' Laboratories of Canada (ULC) S515 Automobile Fire Fighting Apparatus, or
- National Fire Protection Association (NFPA) 1901 Standard for Automotive Fire Apparatus

Credit for fire apparatus will be based on evidence of reliability indicators including the listing of apparatus by ULC, design specifications, fire pump service test records, age, maintenance history, etc. Apparatus is evaluated from the perspective of the capacity to provide structural fire protection.

To be credited, apparatus must be stored in a suitably constructed and arranged fire hall.

### Fire Force

For each fire hall with a Dwelling Protection Grade 3A, the credited available responding fire force will include at a minimum:

- 1 Fire Chief (required to respond but not required to be on-duty)
- 15 auxiliary fire fighters scheduled to respond

## **Emergency Communications**

An adequate and reliable means of receiving alarms of fire and dispatching fire fighters is necessary (ex. public fire number, pagers etc.).

## **Fire Protection Service Area**

The boundary of the protected area must be clearly established and registered with the Provincial Government.

### Minimum criteria for Dwelling Protection Grade 3B

## **Minimum criteria for Dwelling Protection Grade 3B**

### **Alternative Water Supply**

A Public municipal-type water supply is not required for DPG 3B, however fire department must have adequate equipment, training and access to approved alternative water supplies to deliver standard shuttle service in accordance with NFPA 1142, Standard on Water Supplies for Suburban and Rural Fire Fighting. A formal plan for use of alternative water supplies must be in place and available for review detailing the alternative water supply points and characteristics. To be credited, fire department access to alternative water supplies must be 24 hours per day and 365 days per year. Refill capacity from alternative water supplies using drafting techniques requires a pump that has a minimum capacity of 450 LPM (100 lpm) at 275-415 kPa (40-60 psi).

## **Fire Department**

### **Apparatus**

For each fire hall with a Dwelling Protection Grade 3B, fire apparatus must include:

- a minimum of one triple combination pumper rated at not less than 3000 LPM (625 lpm at 150 psi), AND
- a minimum of one mobile water supply apparatus with:
  - a minimum rated water carrying capacity of 4000 L (880 l.gal), AND

For full credit apparatus must be designed in accordance with:

- Underwriters' Laboratories of Canada (ULC) S515 Automobile Fire Fighting Apparatus, or
- National Fire Protection Association (NFPA) 1901 Standard for Automotive Fire Apparatus

In addition, the combined water carrying capacity of the 2 units (noted above) must be at least 6800 Litres (1500 l.gal) total and the fire department must have a transfer system capable of supplying the pumper with water as needed. This may be accomplished by pump or dump valve to a portable tank of at least 4550 Litres (1000 l.gal) capacity.

Credit for fire apparatus will be based on evidence of reliability indicators including the listing of apparatus by ULC, design specifications, fire pump service test records, age, maintenance history, etc. Apparatus is evaluated from the perspective of the capacity to provide structural fire protection.

To be credited, apparatus must be stored in a suitably constructed and arranged fire hall.

## **Fire Force**

For each fire hall with a Dwelling Protection Grade 3B, the credited available responding fire force will include at a minimum:

- 1 Fire Chief (required to respond but not required to be on-duty)
- 15 auxiliary fire fighters scheduled to respond in addition to the number of personnel required to conduct mobile water supply shuttle operations

## **Emergency Communications**

An adequate and reliable means of receiving alarms of fire and dispatching fire fighters is necessary (ex. public fire number, pagers etc.).

## **Fire Protection Service Area**

The boundary of the protected area must be clearly established and registered with the Provincial Government.

### Minimum criteria for a Dwelling Protection Grade 4

# Minimum criteria for a Dwelling Protection Grade 4

*Dwelling Protection Grade 4 is reserved for communities that contract for fire protection services from fire service agencies with a Dwelling Protection Grade of 3B.*

*Requirements for Dwelling Protection Grade 4 are the same as for Dwelling Protection Grade 3B, however in some cases, an allowance may be considered for Dwelling Protection Grade 4 where all of the criteria for Dwelling Protection Grade 3B have been met with one exception.*

# Requirements per Fire Station

Dwelling Protection Grade (DPG)	Water Works System	Fire Department		Public Fire Protection Classification (PFPC) <sup>2</sup> Minimum Requirements
		Apparatus	Firefighters	
1	Water supply system designed in accordance with Fire Underwriters Survey standard "Water Supply for Public Fire Protection" with a relative classification of 5 or better	Response from within 8 km by road of a triple combination pumper	Minimum Response: <ul style="list-style-type: none"><li>◦ On-duty: 3 career fire fighters, plus</li><li>◦ Off-duty: fire chief or other officer</li></ul>	Water Supply and Fire Department must grade PFPC Relative Class 5 or better
2	Water supply system designed in accordance with Fire Underwriters Survey standard "Water Supply for Public Fire Protection" with a relative classification of 6 or better	Response from within 8 km by road of a triple combination pumper	Minimum Response: <ul style="list-style-type: none"><li>◦ On-duty: 1 career fire fighter, plus</li><li>◦ Off-duty: fire chief or other officer</li><li>◦ On-call: 15 auxiliary fire fighters</li></ul>	Water Supply and Fire Department must grade PFPC Relative Class 6 or better
3A	Water supply system designed in accordance with, and meeting the minimum requirements of, Fire Underwriters Survey "Water Supply for Public Fire Protection"	Response from within 8 km by road of a triple combination pumper	15 auxiliary fire fighters	No Public Fire Protection Classification required

	Not required - however fire department must have adequate equipment, training and access to approved water supplies to deliver standard shuttle service in accordance with NFPA 1142, Standard on Water Supplies for Suburban and Rural Fire Fighting	2 units required. Triple combination pumper <u>plus</u> a mobile water supply with a combined water carrying capacity of not less than 6820 L (1500 IG)	15 auxiliary fire fighters	No Public Fire Protection Classification required
4 <sup>3</sup>	Not required - however fire department must have adequate equipment, training and access to approved water supplies to deliver shuttle service in accordance with NFPA 1142, Standard on Water Supplies for Suburban and Rural Fire Fighting	2 units required. Triple combination pumper <u>plus</u> a mobile water supply with a combined water carrying capacity of not less than 6820 L (1500 IG)	15 auxiliary fire fighters	No Public Fire Protection Classification required
5	Unprotected communities or communities not qualifying for Grades 1, 2, 3A, 3B, or 4 above	Unprotected communities or communities not qualifying for Grades 1, 2, 3A, 3B, or 4 above	Unprotected communities or communities not qualifying for Grades 1, 2, 3A, 3B, or 4 above	No Public Fire Protection Classification required

<sup>1</sup> Refer to additional notes and requirements for interpretation

<sup>2</sup> The P.F.P.C. is a sophisticated municipal fire protection grading system utilized for Commercial Lines insurance. PFPC fire insurance grades are scaled from 1 to 10. One (1) represents a high level of fire protection and 10 indicates little or no recognized fire protection. This system evaluates the ability of a community's fire defences to prevent and control major fires that may occur in commercial, industrial and institutional buildings and/or districts.

<sup>3</sup> Dwelling Protection Grade 4 is reserved for communities that contract for fire protection services from fire service agencies with a Dwelling Protection Grade of 3B.

Requirements for Dwelling Protection Grade 4 are the same as for Dwelling Protection Grade 3B, however in some cases, an allowance may be considered for Dwelling Protection Grade 4 where all of the criteria for Dwelling Protection Grade 3B have been met with one exception. If more than one criteria has not been met (ex. less than 15 auxiliary fire fighters and a single pumper apparatus) Dwelling Protection Grade 5 is applied.

Where Dwelling Protection Grade 4 is applied, a signed letter of intent from the community is to be sent to Fire Underwriters Survey indicating that improvements will be made, within an agreed timeframe, to meet the criteria of Dwelling Protection Grade 3B.

It is important to note that the absolute minimum number of auxiliary fire fighters considered within the fire insurance grading is 10 and that maximum age of apparatus that can be considered is 30.

Terms of Reference

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Dwelling Protection Grade Criteria

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Minimum criteria for Dwelling Protection Grade 1

+

Minimum criteria for Dwelling Protection Grade 2

+

Minimum criteria for Dwelling Protection Grade 3A

+

Minimum criteria for Dwelling Protection Grade 3B

+

Minimum criteria for a Dwelling Protection Grade 4

+

Unit	CERT OWN'R	DEPT	NEW WO	Serial No	Yr	Make	Model	DESC
1 601	CBRM	HAZMAT	<b>R27453</b>	100038199	1HTSDADN71H364737	2001	INTER	SA495 Hazmat / Tac 2
2 604	CBRM	HAZMAT	<b>R28799</b>	100038200	16HPB16214PO36811	2004	HAUL	UTILITY TRAILER Hazmat gear trailer
3 825	CBRM	LOUISBOURG NEW WATERFORD	<b>R28282</b>	100038204	1HTSDADR11H382914	2001	INT	PUMPER 666 MAINT LINE ENGINE JUNE 2007; MOVED TO LSB FR GLB JULY 2014
4 851	CBRM	LOUISBOURG	<b>R29067</b>	100038209	1GBHRS4K9KF300839	1989	CHEV	HOSE TRUCK / no need for truck
5 860	CBRM	LOUISBOURG	<b>R29068</b>	100038212	1FDYK84A1JVA31143	1988	FORD	TANKER TRUCK # 1
6 863	CBRM	LOUISBOURG	<b>R28188</b>	100038213	1FDKE30G1RHA42860	1994	FORD	Rescue Van
7 874	CBRM	DOMINION	<b>R28302</b>	100038215	44KFT428XYWZ19387	2000	HME	PUMPER find a truck to cascade here
8 892	CBRM	DOMINION	<b>R28187</b>	100038216	44KFT42865WZ20659	2005	HME	PUMPER P3 FROM SYDNEY TO NWD 2013; MOVED TO DOM NOV/17.
9 905	CBRM	GLACE BAY	<b>R29065</b>	100038219	4ENRAAA8X61001707	2006	E-ONE	PUMPER P-5 Glace Bay
10 913	CBRM	SYDNEY	<b>R29130</b>	100038223	5NHUCMD268N065109	2008	TRLR	TRAILER REHAB/CLASSROOM 28'
11 917	CBRM	SYDNEY	<b>R29135</b>	100038225	1MDAVP32ZX7A353090	2007	SHORE	BOAT&TRAILER 2008/09/30 BOAT/TRAILER BOUGHT FR ROSSBOROUGH BOATS - GIVEN TO CBRMFS FR
12 918	CBRM	NORTH SYDNEY	<b>R29136</b>	100038226	44KFT42828WZ21263	2008	HME FERRARA	PUMPER BOUGHT FROM FERRARA FIRE APP - HOLDEN LOUISIANNA
13 923	CBRM	TRAINING	<b>R29145</b>	100038229	40LUB16287P137001	2007	PACEA	TRAILER TRAINING TRAILER MARCH 2009
14 933	<b>SYM</b>	SYDNEY MINES		100038230	4S7CT2B989C071050	2009	SPARTAN	PUMPER PURCHASED FORT GARRY NOV.30/09, <b>Under fleet insurance</b> , owned by SYM
15 938	CBRM	GLACE BAY	<b>R29147</b>	100038232	4WCFC2027A1011175	2010	FRIES	TRAILER FLOAT TRAILER USED IN PARADES
16 939	CBRM	TRAINING	<b>R29148</b>	100038233	2W9F54279AM016436	2010	WELDEX	TRAILER LIVE FIRE TRAINER DELIVERY SEP.2010
17 940	CBRM	DOMINION	<b>R29149</b>	100035573	1FD0W4HT1BEA39816	2011	FORD	DRW SUPER DUTY PURCHASED JUNE 2010
18 944	CBRM	SYDNEY MINES	<b>R27452</b>	100038235	3C63D3HL6CC23202	2012	DODGE	RAM 3500 27.05.2015 TRANSFERRED TO SYM. MECH VEH - PO4500133933 SCOTIA CHR. T98.2011
19 945	CBRM	NORTH SYDNEY	<b>R28324</b>	100038236	4S7AX2E96CC075449	2012	SPARTAN	AERIAL NEW QUINT - ROSENBAUER AERIAL PO- 4500130338. MOVED TO NSY FROM SYD SPRING TAKEN OVER JAN/17 TOPREVENTION.
20 946	CBRM	TRAINING	<b>R28277</b>	100038411	1GNUKAE00AR226179	2010	CHEV	TAHOE ORIGINALLY PURCHASED FOR PLATOON CHIEFS
21 947	CBRM	GLACE BAY	<b>R28674</b>	100038237	4STCW2D90CC075718	2012	SPARTAN	AERIAL NEW QUINT - PO-4500133528 ROCKY MTN PHOENIX LADDER

Unit	CERT OWN'R	DEPT	NEW WO	Serial No	Yr	Make	Model	DESC
22 948	CBRM	GLACE BAY	<b>R28792</b>	100038238	4S7YT2B97CC075622	2012	SPPRTN	PUMPER
23 949	CBRM	SYDNEY MINES	<b>R28670</b>	100038239	4S7ZT2B93DC076109	2013	DEPENDABLE	PUMPER
24 953	CBRM	NEW WATERFORD	<b>R28956</b>	100038242	1FT8W3D65FEA05917	2015	FORD	BRUSH TRUCK
25 954	CBRM	Sydney Mines	<b>R28796</b>	100038243	1FT8W3D63FEA05918	2015	FORD	BRUSH TRUCK
26 957	CBRM	SYDNEY	<b>R28957</b>	100038245	1C6RR7ST3FS589272	2015	DODGE	RAM 1500
27 961	CBRM	Sydney River	<b>R29260</b>	100038246	4S7ZT2D97EC078024	2014	DEPENDABLE	SPARTAN PUMPER
28 962	CBRM	SYDNEY	<b>R29261</b>	100038163	2W935001272085812	2007	WEBER	WCT1272 TRAILER
29 963	CBRM	MIRA ROAD	<b>R27843</b>	100037638	3ALACYCY9FDGGR7249	2015	ROSENBAUER	PO4500156421 PURCHASED FOR MIRA ROAD
30 964	CBRM	NORTH SYDNEY	<b>R29262</b>	100038247	5WFBE1211EW043765	2014	HIGHC	FROM ROCKY MTN. DELIVERED SEP.09/15
31 965	SYM	SYDNEY MINES		100038248	4S7CT2D92EC077563	2014	SPARTAN	XPRESS 6X12 TRAILER
32 966	CBRM	EMO	<b>R29263</b>	100038249	4FGB43631GC140769	2016	FEAT	METROSTAR PUMPER
33 969	CBRM	GLACE BAY	<b>R29264</b>	100038251	3CTWRNFJ7GG287570	2016	DODGE	TRAILER
34 971	CBRM	NEW WATERFORD	<b>R29265</b>	100038252	4S7ZT2D95GCC080826	2016	SPARTAN	RAM 5500 RESCUE
35 974	CBRM	GLACE BAY	<b>R29266</b>	100038070	3C63RRGJ2HG507955	2017	DODGE	METROSTAR PUMPER
36 975	CBRM	FIRESUPP	<b>R29269</b>	100038255	3C63RRGJ7HG507953	2016	DODGE	BRUSH TRUCK
37 976	CBRM	SYDNEY	<b>R29250</b>	100038116	1C4RDJFG0HC651130	2017	DODGE	4500161173 BOUGHT 2016 10 FROM DARTMOUTH
38 977	CBRM	HAZMAT	<b>R29251</b>	100038071	3C6URVHG8GE1356077	2016	DODGE RAM	PO4500161086 BOUGHT 2016 10 FROM DARTMOUTH
39 978	CBRM	TRAINING	<b>T515481</b>	100038256	5WFBE1212HW071983	2017	XPRESS	3500 VAN
40 979	CBRM	ADMIN	<b>R29524</b>	100038150	1C4RDJFGXH666864	2017	DODGE	PO4500163609 6/ X 12 DL CARGO TRAILER FOR
41 980	CBRM	ADMIN	<b>R29074</b>	100038257	3C6RR7KT2GG352491	2016	DODGE	TRAINING EQUIPMENT TRANSPORT. 2016 11 25 CB
42 981	CBRM	PREVENTION	<b>R29063</b>	100038258	1C4PJLAB6GW170898	2016	JEEP	JOHN DILNY'S NEW VEHICLE REPLACED BY
								INSURANCE DUE TO FLOOD. DELIVERED JAN. 2017
								CHRIS MARCH NEW VEHICLE, FLOOD
								REPLACEMENT FEB.1/17 REPLACES 902
								G O'BRIEN, FIRE PREVENTION OFFICER, NEW
								VEHICLE REPLACED BY INSURANCE DUE TO

Unit	CERT OWN'R	DEPT	NEW WO	Serial No	Yr	Make	Model	DESC
43 982	CBRM	PREVENTION	<b>R29062</b>	100038259	1C4PJLABXGW157720	2016	JEEP	MARK JESSOME, FIRE PREVENTION OFFICER (2017 12-05). DELIVERED JAN. 11/17. REPLACES 7X16' UTILITY/COMMAND TRAILER PURCHASED FROM CB TRAILER SALES PO-4500163610, \$ 8,842
44 983	CBRM	GLACE BAY	<b>R29071</b>	100038260	5WFBE162XHW072821	2017	XPRESS	TRAILER 7/16 FROM CB TRAILER SALES PO-4500163610, \$ 8,842
45 984	CBRM	SYDNEY	<b>R29069</b>	100038261	54F3DF606FWMM11276	2015	ROSENBAUER MAVERICK AERIAL	ROCKY MOUNTAIN \$1,426,775.10 (INC TAX) PO-4500164539 transferred back to cbm May 2024, TAKEN OVER
46 985	CBRM	FireVol	<b>R29143</b>	100040412	1C4RDJFG6CC361385	2012	DODGE	DURANGO FROM GLR FD JAN/17
47 986	CBRM	Training	<b>R29004</b>	100038262	3C63RRGJ0HG605589	2017	DODGE	Transferred over to Training, EMO COMMAND TRAILER TOW VEHICLE FLOOD REPLACEMENT. REPLACES #4500164539
48 987	CBRM	GLACE BAY	<b>R28281</b>	100038263	3C63RRGJ5HG605586	2017	DODGE	DURANGO BRUSH/FIRE, FLOOD REPLACEMENT, REPLACES #4500164539
49 988	CBRM	SYDNEY	<b>R29137</b>	100038264	3C63RRG79HG605588	2017	DODGE	RAM 3500 ram 3500 brush truck 922
50 989	CBRM	FIRESUPP	<b>R28271</b>	100038282	3C63RRHL5HG762650	2017	DODGE	RAM 3500 ram 3500 brush truck 919
51 990	CBRM	SYDNEY	<b>R28793</b>	100038450	3C6UR5HJ4HG668044	2017	DODGE	MECHANIC D BOUTREAU'S NEW TRUCK, FLOOD REPLACEMENT. REPLACES 959. DELIVERED JUNE 2021
52 991	CBRM	NORTH SYDNEY	<b>R29259</b>	100038398	4S7ZT2D91HC081859	2017	SPARTAN	RAM 2500 PC Truck
53 992	CBRM	Grand Lake Rd	<b>R29258</b>	100038406	4S7ZT2D95GC081538	2017	SPARTAN	METRO STAR FLOOD REPLACEMENT - REPLACES 956.
54 993	CBRM	NORTH SYDNEY	<b>R29257</b>	100038446	3C63R3GJ7HG646587	2017	DODGE	RAM 3500 pumper PURCHASED FROM DEPENDABLE EMERG. HEAVY
55 995	CBRM	GLACE BAY	<b>R29256</b>	100038515	1C4RDJFG8EC349144	2014	DODGE	METRO STAR pumper
56 996	CBRM	NORTH SYDNEY	<b>R29255</b>	100038643	3C7WRNEJ4HG721432	2017	DODGE	RAM 3500 pumper
57 997	CBRM	HAZMAT	<b>R29254</b>	100038955	3C7WRNFJ9HG541376	2017	RAM	RAM 3500 pumper
58 998	CBRM	DOMINION	<b>R29253</b>	100038992	1C4RDJFG3HC936940	2017	DODGE	DURANGO 5500brush truck
59 999	CBRM	ADMIN	<b>R29536</b>	100039185	1GKKNLLS2LZ133050	2020	GMC	ACADIA S2T
60 6000	<b>ALB</b>	ALBERT BRIDGE		100038305	1GDP7C1C25E531169	2005	4	TANKER PURCHASED JUNE 2019 CONNELL CRYSTAL - TO
61 6001	CBRM	ALBERT BRIDGE	<b>R27191</b>	100038306	1GDP7C1C71J509854	2001	GMC	TRANSPORT PERSONNEL & RESCUE BOAT.
62 6002	<b>BAT</b>	BATESTON		100038307	1HTMKAZRXEH782063	2013	INTL	PUMPER PURCHASED FROM MACINTYRE CIEF FOR CIEF SETH RE T09-2020
63 6003	<b>BAT</b>	BATESTON		100038308	1GDP7C1C84F511698	2004	GMC	TANKER TANKER
								FORMER RES VEHICLE GIVEN TO CBRM IN EXCHANGE FOR 936. VEHICLE PLACED IN ALB. TANKER # 2

## 2021 VEHICLE INSURANCE LIST

Unit	CERT OWNR	DEPT	NEW WO	Serial No	Yr	Make	Model	DESC
64 6004	BIG	BIG POND		100038309	1HTMKAZR26H186351	2005	INTL	PUMPER FORMER 1061-BIG
65 6006	BIR	BIRCH GROVE		100038311	1GDP7C1C34F521278	2004	GMC	TANKER PUMPER/TANKER, DIESEL
66 6007	CBRM	BIRCH GROVE	<b>R26185</b>	100038312	1FVABXCS74HN03413	2004	FRHT	<b>BIRCH GROVE BOUGHT FROM STEWACKE FD MAY 2016. CBRM PAID BIRCH GROVE \$50,000 TO</b>
67 6010	CBRM	FireVol	<b>R28714</b>	100038300	1HTWCADR23J048259	2003	PIERCE INTL	TANKER Wildland 1800 gallon tankers FORMER # 879 SYM TRUCK, GONE TO COX JUNE 2013 (FORMER 1066-COX)
68 6012	CBRM	COXHEATH	<b>R28713</b>	100037053	44KFT4283YVWZ19392	2000	FORT GARRY	PUMPER
69 6013	COX	COXHEATH		100038316	1HTMKAZR97H480623	2007	INTERNATIONAL	TANKER PUMPER FREIGHTLINER - FORMER 878 NSY
70 6014	CBRM	DONKIN	<b>R29002</b>	100038301	1FV6JLCB8YHA72350	2000	FRHT	PUMPER MOVED TO DONKIN 2016 11
71 6015	CBRM	DONKIN	<b>R29517</b>	100038317	1GDP&VVC23F514273	2003	GMC	TANKER TANKER, switched over to cbm insurance November 2023
72 6017	CBRM	EAST BAY	<b>R27189</b>	100038319	1HTMKAZR76H186362	2006	INTERNATIONAL	PUMPER transferred over May 2024 for insurance, PUMPER
73 6018	CBRM	NEW WATERFORD	<b>R29006</b>	100037065	4P1CT02U2TA900215	1996	PIERCE	SABRE FORMER 829 GLB 667 MAIN LINE ENGINE PUMPER (FORMER 1076-FLO) IN NEW WATERFORD
74 6020	CBRM	FireVol	<b>R28955</b>	100038289	1HTSDADR7XH648722	1999	SUPERIOR INTERNATIONAL	PUMPER East Spare
75 6021	FRE	FRENCHVALE		100038321	1GDP8J1C43F514811	2003	GMC	TANKER
76 6026	GLR	GRAND LAKE ROAD		100038291	4PICT02VXYA000251	2000	PIERCE	SABRE PUMPER
77 6027	CBRM	GABARUS	<b>R28393</b>	100038324	1FVACYC574HM55818	2004	FREIGHTLINER	M2 PUMPER PUMPER, TRANSFERRED FROM GLR SEPT 22
78 6028	CBRM	HOWIE CENTRE	<b>R29001</b>	100038325	4P1CT02U1YA000154	1999	SABER	PUMPER <b>Under Fleet Insurance HOWIE CENTRE VEHICLE IN CBRM NAME (ENG # 5) ADDED 2013 JULY</b>
79 6029	CBRM	HOWIE CENTRE	<b>R28959</b>	100038326	1HTMKAAAR49H132355	2009	International	TANKER <b>Under Fleet Insurance HOWIE CENTRE VEHICLE IN CBRM NAME (# 4) ADDED 2013 JULY 10</b>
80 6030	MAR	MARION BRIDGE		100038327	1GDP7H1BXYJ509930	2000	GMC	TANKER
81 6032	MAR	MARION BRIDGE		100038329	1HTMKAAAR1AH221529	2010	INTERNATIONAL	TANKER
82 6034	MIR	MIRA ROAD		100038331	1HTSDADR1YH696895	2000	INTERNATIONAL	PUMPER
83 6036	NVC	NEW VICTORIA		100038333	1HTMKAZRX6H249213	2006	INTERNATIONAL	TANKER
84 6037	NVC	NEW VICTORIA		100038334	1HTMKAZR9BH314482	2011	INTERNATIONAL	PUMPER

Unit	CERT OWN'R	DEPT	NEW WO	Serial No	Yr	Make	Model	DESC
85 6038	CBRM	NORTHSIDE EAST BAY	<b>R28958</b>	100038335	1HTMKAZR57H350905	2007	INTERNATIONAL	TANKER
86 6039	NEB	NORTHSIDE EAST BAY		100038336	1GDP7H1C7YJ502748	2000	GMC	8600 PUMPER PUMPER
87 6040	CBRM	Training	<b>R28276</b>	100038337	1GDP7C1JXVJ514972	1997	GMC	TSR PUMPER PUMPER
88 6041	POR	PORT MORIEN		100038338	1HSHBN6R3PH505971	1993	INTERNATIONAL	TANKER
89 6042	CBRM	RESERVE MINES	<b>R28671</b>	100038290	ENRAAA81A10005671	2010	E-ONE	PUMPER PUMPER. (FORMER 936-GLB) FIRE DAMAGED 2020 01
90 6043	RES	RESERVE MINES		100038339	1GDT7H4C2YJ513909	2000	GMC	C70 TANKER TANKER
91 6044	SCO	SCOTCHTOWN		100038340	1HTWCAZR65J148084	2005	INTERNATIONAL	PUMPER PUMPER #11
92 6045	SCO	SCOTCHTOWN		100038341	1HTMKAA3AH192938	2010	INTERNATIONAL	TANKER
93 6046	SCO	SCOTCHTOWN		100038342	1HTSLAAM0YH220438	2000	INTERNATIONAL	RESCUE RESCUE Owned by Scotchtown
94 6047	SBR	SOUTH BAR		100038343	1GC4K0CG9EF120050	2014	CHEV	BRUSH TRUCK Owned by South Bar Fire
95 6048	CBRM	SOUTH BAR	<b>R28712</b>	100038296	1HTSDADR1YH235650	2000	E-ONE INTRL	BRIDLE MOUNTAIN FIRE APPARATUS (USS\$) PAID US WIRE 2016 08 09, DELIVERED 2017 01 17 OWNED BY SOUTH BAR, UNDER FLEET INSURANCE
96 6049	CBRM	SOUTH BAR	<b>R28336</b>	100038344	1HTMKAZR77H394971	2007	INTERNATIONAL	TANKER SSB kept the Truck when new tank was given to them, not responsible for repairs
97 6050	SSB	BOULARDIE		100038345	1HTLDTVR7JH569508	1988	INTERNATIONAL	TANKER
98 6051	SSB	SOUTHSIDE BOULARDIE		100038346	1HTMKAZR2AH188867	2010	INTERNATIONAL	PUMPER
99 6052	CBRM	SYDNEY	<b>R29008</b>	100038347	44KFT4283YW719313	2000	HME	PUMPER Central Spare
100 6053	CHR	CHRISTMAS ISLAND		100038348	1FDAW57R88EE60361	2008	FORD	F550 RESCUE SYDR sold truck to CHR, SYDNEY RIVER VEHICLE ADDED TO OUR INSURANCE JULY 18/13 (FORMER INSURANCE JULY 18/13 (FORMER 1071-SYR) # 3 placed in Christmas Island April 2024 taken over by CBRM April 2024, TOWER ROAD VEHICLE
101 6054	CBRM	SYDNEY RIVER	<b>R28798</b>	100038349	4S7CT2B97BC074236	2011	SPARTAN	TANKER SYDNEY RIVER TANKER ADDED TO OUR INSURANCE JULY 18/13 (FORMER 1071-SYR) # 3 placed in Christmas Island April 2024 taken over by CBRM April 2024, TOWER ROAD VEHICLE
102 6055	CBRM	CHRISTMAS ISLAND	<b>R28797</b>	100038350	1FVABNCS53H90606	2003	FREIGHTLINER	FL80 TANKER RESCUE PUMPER placed in Port Morien May 2024 from Tower rd Sent to East Bay from Gabarus March 2024, TANKER MOVED FROM WES TO GAB NOV2020
103 6057	CBRM	PORT MORIEN	<b>R28789</b>	100038352	1FV6JLCB4YH58268	2000	FREIGHTLNR	RESCUE PUMPER placed in Port Morien May 2024 from Tower rd Sent to East Bay from Gabarus March 2024, TANKER MOVED FROM WES TO GAB NOV2020
104 6058	CBRM	FireVol	<b>R29131</b>	100038288	1HTSDAAR9SH627612	1995	INTERNATIONAL	PUMPER
105 6059	WES	WESTMOUNT		100038353	1HTSDADR5YH696897	2000	INTERNATIONAL	PUMPER

## 2021 VEHICLE INSURANCE LIST

Unit	CERT OWN'R	DEPT	NEW WO	Serial No	Yr	Make	Model	DESC
106 6060	<b>BIG</b>	BIG POND		100038310	1FTNW21P53ED07943	2003	FORD	F-250 given to Big Pond
107 6061	CBRM	CHRISTMAS ISLAND	<b>R28284</b>	100038495	1FV6JLCB3YHA64964	2000	FREIGHTLINER	E-ONE PUMPER ORDERED FROM BRINLEE JULY 2017
108 6062	CBRM	GEORGE'S RIVER	<b>R27848</b>	100038576	1HTSDADR91H257806	2001	INT'L 4000	PIERCIE PUMPER ORDERED FROM BRINLEE JULY 2017 - DELIVERED DEC. 25/17 \$85,000
109 6063	<b>HC</b>	HOWIE CENTRE		100038702	3C7WRLEJ0JG185878	2018	DODGE RAM	RESCUE / BRUSH PURCHASED FROM ROCKY MTN MAY 2018
110 6066	<b>GLR</b>	GRAND LAKE ROAD		100037302	1C6RR7ST6F5560610	2015	DODGE	QUAD CAB Unit number 958, given to GLR Feb 2024
111 6067	CBRM	Sydney	<b>R29538</b>	100038952	3C63RRRGL8HG609990	2017	RAM	3500 PURCHASED APRIL 2019 DARTMOUTH DODGE Ownership transferred to CBRM April 2024.
112 6068	CBRM	BIG POND	<b>R27463</b>	100038988	3HAEJTAR6KL800482	2019	DEFENDABLE	TANKER PO4500172347/DEPENDABLE EMERGENCY VEHICLES DIESEL TANKER \$408,639.85
113 6069	CBRM	BOISDALE	<b>R27462</b>	100038989	3HAEJTAR4KL800481	2019	DEFENDABLE	TANKER PO4500172347/DEPENDABLE EMERGENCY VEHICLES DIESEL TANKER \$408,639.85
114 6070	CBRM	SOUTHSIDE BOULDERIE	<b>R27199</b>	100038990	3HAEJTAR8KL800483	2019	DEFENDABLE	TANKER PO4500172347/DEPENDABLE EMERGENCY VEHICLES DIESEL TANKER \$408,639.85
115 6071	<b>BIG</b>	BIG POND		100039227	1C6RR7XT6GS146818	2016	DODGE	RAM 1500 2020 MARCH POLICE DONATED THIS VEHICLE TO BIG POND FD
116 6072	<b>CBRM</b>	SYDNEY RIVER	<b>R27194</b>	100039225	4S7ATZC9X6C053988	2006	SPARTAN	Under <b>Fee</b> <b>Insurance</b> . SYDNEY RIVER PURCHASED VEH FROM MEADOWMERE PARK FIRE DIST.
117 6073	CBRM	TRAINING	<b>R26196</b>	100039241	53NBE1216J1059995	2018	RED DIAMOND TRAILER	MOD# 6X12 SA 3500 Gladiator BOUGHT FROM SKETCHLINE JUNE 2020 \$ 5500.
118 6075	CBRM	NEW WATERFORD	<b>R29132</b>	100039250	1FT8W3D601LED65890	2020	FORD	F350 4X4 BRUSH TRUCK - ROCKY MOUNTAIN SEP/2020
119 6076	CBRM	FLORENCE	<b>R29552</b>	100039251	3HAEUTAR7LL865494	2020	INT'L METALFAB	TANKER 2020 DELIVERED OCT.1/20 PO-4500177252 OCTOBER 2020
120 6077	CBRM	MARION BRIDGE	<b>R29078</b>	100039252	3HAEUTAR9LL879252	2020	INT'L METALFAB	PUMPER 2020 DELIVERED OCT.1/20 PO-4500177251 OCTOBER 2020
121 6078	CBRM	WESTMOUNT	<b>R29007</b>	100039253	3HAEUTAR9L8860619	2020	INT'L METALFAB	TANKER 2020 DELIVERED OCT.1/20 PO-4500177252 OCTOBER 2020
122 6079	CBRM	TRAINING	<b>R29009</b>	100039453	3GUKNEC1HG132882	2017	CHEV	SILVERADO 220/21 FORMER POLICE #1298; GIVEN TO FIRE JUNE 2021
123 6080	CBRM	GEORGE'S RIVER	<b>R26042</b>	100039546	3HAMSAZRXFL688261	2015	International	2015 INTERNATIONAL PURCHASED IN US FOR GRYFD
124 6081	CBRM	BOISDALE	<b>R26195</b>	100039562	3HAWCAZRR9FL680240	2015	International	2015 INTERNATIONAL PURCHASED IN US FOR GRYFD
125 6082	CBRM	TRAINING	<b>R28790</b>	100039261	53NBE2827M1084186	2021	Diamoond	8.5 x 28 TA RED ENCLOSED 28 FOOT TRAILER
126 6083	CBRM	Glace Bay	<b>R29493</b>	100038225	2NBBT2016M111679	2021	Excalibur	8T3100-19680 Rescue boat and trailer

Unit	CERT OWNR	DEPT	NEW WO	Serial No	Yr	Make	Model	DESC
127 6084	CBRM	Sydney	<b>R29252</b>	1000039870	4S9CU2D92NC560653	2022	Spartan	Metrostar

## 2025 - 2035 Fleet renewal plan as per ULC requirements

### 2025 order, delivery 2027 after April 1

6018	New Waterford Pumper (1996)	6050	Southside Boulardie tanker (1988)
6026	Grand Lake Road Pumper (2000)		
6028	Howie Center Pumper (1999)		
6061	Christmas Island Pumper (2000)		
6034	Mira Rd Pumper (2000)		\$19-20million
6043	Reserve Mines Tanker (2000)		
6012	Coxheath Pumper (2000)		
6014	Donkin Pumper (2000)		
6059	Westmount Pumper (2000)		
601	Hazmat/Tac2 air supply		
874	Dominion Pumper (2000)		
6039	Northside East Bay Pumper (2000)		
6048	South Bar Pumper (2000)		
6062	Port Morien Pumper (2000)		
825	Louisbourg Pumper (2001)		
6062	Georges River Pumper (2001)		
6001	Albert Bridge Pumper (2001)		
6030	Marion Bridge Tanker (2000)		
851	New Waterford Hose Truck(1989)		
863	Louisbourg Rescue (1994)		
995	Glace Bay Durango (2014)30000km		
6057	Port Morien Pumper (2000)		

### 2026 Order, Delivery after April 1 2028

6010	CBRM Wildland truck (2003)	6057	Port Morien Pumper (2000)
6015	Donkin Tanker (2003)		
6021	Frenchvale Tanker (2003)		
6055	Christmas Island Tanker (2003)		

### 2027 Order, Delivery after April 1 2029

6003	Bateston Tanker (2004)	6094	Sydney Water Rescue (2009)
6006	Birch Grove Tanker (2004)		
6007	Birch Grove Pumper (2004)		
6027	Gabarus Pumper (2004)		

### 2028 Order , Delivery after April 1 2030

892	Dominion Pumper (2005)
6000	Albert Bridge Tanker (2005)

## 2025 - 2035 Fleet renewal plan as per ULC requirements

6004 Big Pond Pumper (2005)  
6044 Scotch town Pumper (2005)  
6089 Gabarus Tanker (2005)

### 2029 Order , Delivery after April 1, 2031

905 Glace Bay Pumer (2006)  
6017 East Bay Pumper (2006)  
6036 New Victoria Tanker (2006)  
945 North Sydney Ladder (2012) 3 year delivery time ( due after April 1 2032)

6072 Sydney River Rescue (2006)  
940 Dominion Rescue (2006)

### 2030 order , Delivery after April 1 2032

place holder for Nort Sydney ladder Delivery 2033  
6013 Coxheath Tanker (2007)  
6038 Northside East Bay Tanker (2007)  
6049 South Bar Tanker (2007)

944 Sydney Mines Utility (2012)

### 2031 Order, Delivery after April 1, 2033

918 North Sydney rescue pumper (2008)

### 2032 Order, Delivery after April 1, 2034

933 Sydney Mines Pumper (2009)  
984 Glace Bay Ladder (2015) 3 year delivery time (due after April 1 2035)  
6029 Howie Center Tanker (2009)

### 2033 Order , Delivery after April 1 2035

6032 Marion Bridge Tanker (2010)  
6042 Reserve Mines Pumper (2010)  
6045 Scotchtown Tanker (2010)  
6051 Southside Boulardrie Pumper (2010)

953 New Waterford utility (2015)  
954 Sydney Mines Brush (2015)

### 2034 Order, Delivery after April 1 2036

6037 New Victoria Pumper (2011)  
6054 Sydney River Tanker (2011)

969 Glace Bay Rescue (2016)  
977 Hazmat 1 ton panel (2016)

### 2035 Order ,delivery after April 1 2037

948 Glace Bay Pumper (2012)  
6002 Bateson Pumper (2012)

## 2025 - 2035 Fleet renewal plan as per ULC requirements

974	Glace Bay Brush (2017)
986	Training 1 Ton (2017)
987	Glace Bay Brush (2017)
988	Sydney Brush (2017)
990	Duty Officer 3/4 ton (2017)
993	North Sydney Brush (2017)
996	North Sydney Brush (2017)
997	CBRM Tactical (2017)
998	Dominion SUV (2017)

**Exploration of Amendments to Planning Documents Related to Single Access Communities and Subdivisions**

**Motion**

Moved by Councillor Parsons, seconded by Councillor Sheppard-Campbell, that Committee of the Whole recommend to Council for CAO to direct staff to explore potential amendments to planning documents to address concerns related to subdivisions and communities with only one point of ingress and egress. This review should consider public safety, emergency access, traffic flow, and future connectivity. A report outlining potential options and recommendations shall be brought back to Council for consideration.

**Motion Carried**



**City Hall**  
**320 Esplanade**  
**Sydney, NS B1P 7B9**

<b>Councillor Agenda Request Form</b>		
<input checked="" type="checkbox"/> <b>Included on Agenda</b> (Submitted to Municipal Clerk's Office by 4:30 pm seven days before the meeting)	<b>Late Item</b> (Submitted to Municipal Clerk's Office by Noon the day before the meeting)	<b>Request from the Floor:</b> <b>(New Business)</b> - Announcement - Referral - Submit Petition - Notice of Motion
<b>Date of Council Meeting:</b> June 3 <sup>rd</sup> ,2025		
<b>Subject:</b> Exploration of Amendments to Planning Documents Related to Single Access Communities and Subdivisions		
<b>Motion for Council to Consider:</b>		
<p>That the CAO direct staff to explore potential amendments to planning documents to address concerns related to subdivisions and communities with only one point of ingress and egress. This review should consider public safety, emergency access, traffic flow, and future connectivity. A report outlining potential options and recommendations shall be brought back to Council for consideration.</p>		
<p>The above motion was draft based on my understanding of the background/rationale below:</p> <p>Recent events have highlighted the risks associated with single-access communities and subdivisions, particularly in emergency situations where evacuation or first responder access may be delayed. In addition to the work currently being undertaken by the EMO Manager to assess and enhance emergency preparedness in these areas, there is a growing need to limit further development in communities and subdivisions with only one point of access until appropriate infrastructure or planning solutions are in place.</p> <p>A review of planning policies is necessary to guide future development in a way that prioritizes public safety, connectivity, and long-term sustainability.</p>		
<b>Steve Parsons</b> <b>Date May 5<sup>th</sup> ,2025</b>	<i>Received by Clerk's Department (date):</i>	

**Open Air Burning Bylaw (B- 400)**

**Motion**

Moved by Councillor MacMullin , seconded by Councillor MacKeigan, that a recommendation be made to Council to direct CAO to have staff review the Open-Air Burning Bylaw (B-400) which was passed and adopted by council May 18, 1999, with particular attention to Schedule A and Schedule B which outline the areas of CBRM that are permitted and prohibited from participating in open air burning.

**Motion Carried**



City Hall  
320 Esplanade  
Sydney, NS B1P 7B9

**Item No.**

<b>Council Agenda Request Form</b>		
<input checked="" type="checkbox"/> <b>Included on Agenda</b> (Submitted to Municipal Clerk's Office by 4:30 pm seven days before the meeting)	<input type="checkbox"/> <b>Late Item</b> (Submitted to Municipal Clerk's Office by Noon the day before the meeting)	<input type="checkbox"/> <b>Request from the Floor: (New Business)</b> - Announcement - Referral - Submit Petition - Notice of Motion
<b>Date of Council Meeting:</b> June 3, 2025		
<b>Subject:</b> Open Air Burning Bylaw (B-400)		
<b>Motion for Council to Consider:</b> Direct CAO to have staff review the Open-Air Burning Bylaw (B-400) which was passed and adopted by Council May 18 <sup>th</sup> , 1999 with particular attention to Schedule A and Schedule B which outline the areas of CBRM that are permitted and prohibited from participating in open air burning.		
<b>Reason:</b> <p>This has been a topic of irritation for many residents living within the areas outlined in Schedule B which lists the communities that are prohibited to burn in open air. The communities that are not permitted any form of open-air burning, including back yard fires, are North Sydney, Sydney Mines, Sydney, New Waterford, Louisbourg, Glace Bay and Dominion. Some of the areas listed in Schedule A which lists the communities that are permitted open air burning are Sydney River, Coxheath, George's River, Donkin, Florence, Scotchtown, Westmount and all other areas withing CBRM. 25 years ago, there may have been rational due to population, town limits etc. but some of these areas have since experienced significant development. Some of the areas permitted to burn have neighbourhoods like those found inside the old town/city limits, Sydney River and Westmount for example. There are densely populated in areas but are permitted back yard fires yet anyone in the town limits of North Sydney or Dominion are not. It is very difficult to walk up Musgraves Lane in North Sydney and tell the residents on one side of the street they can burn and the residents on the other side of the street they can not. The larger issue is that the bylaw is currently only exercised if a complaint is received which has resulted in its own set of issues giving some the opportunity to burn and others being reported.</p>		
<b>Outcome Sought:</b> Bylaw B-400 be revised to be more inclusive to all areas of CBRM.		
<i>Councillor Earlene MacMullin</i>	<i>District 2</i>	
<i>Date:</i> April 22, 2025	<i>Received by Clerk's Department (date):</i>	

**Cape Breton Regional Municipality Burning Bylaw B400**

**Motion**

Moved by Councillor MacKeigan, seconded by Councillor MacMullin, that a recommendation be made to Council to consider that staff be directed to conduct a comprehensive review of the current Burning Bylaw B400, and prepare a proposed new bylaw that aligns with and is consistent across all communities within the Cape Breton Regional Municipality. That the enforcement of the Burning Bylaw also be reviewed and addressed to ensure the safety of our firefighters and first responders.

**Motion Carried**



**City Hall**  
**320 Esplanade**  
**Sydney, NS B1P 7B9**

<b>Councillor Agenda Request Form</b>		
<input checked="" type="checkbox"/> <b>Included on Agenda</b> (Submitted to Municipal Clerk's Office by 4:30 pm seven days before the meeting)	<b>Late Item</b> (Submitted to Municipal Clerk's Office by Noon the day before the meeting)	<b>Request from the Floor:</b> <b>(New Business)</b> - Announcement - Referral - Submit Petition - Notice of Motion
<b>Date of Council Meeting:</b>		
<b>Subject:</b> Cape Breton Regional Municipality Burning Bylaw B400		
<b>Motion for Council to Consider:</b> That staff be directed to conduct a comprehensive review of the current Burning Bylaw B400, and prepare a proposed new bylaw that aligns with and is consistent across all communities within the Cape Breton Regional Municipality. That the enforcement of the Burning Bylaw also be reviewed and addressed to ensure the safety of our firefighters and first responders.		
<b>Rationale:</b> The existing Burning Bylaw B400 no longer adequately addresses the evolving needs, safety standards, and environmental considerations of all communities within the Cape Breton Regional Municipality. Variations in enforcement, interpretation, and local conditions across the region have led to inconsistencies and confusion among residents. A comprehensive review and update of the bylaw will ensure clarity, fairness, and alignment with current best practices in fire safety and environmental protection.		
Fire departments are often dispatched to backyard fire pit calls that are non-emergency in nature and where no enforcement action can be taken under the current bylaw. This results in an inefficient use of critical emergency resources and exposes firefighters to unnecessary risk. An updated and clearly enforceable bylaw will not only promote consistency across communities but will also help ensure that fire department resources are focused on high-priority responses, improving overall public safety and operational efficiency.		
<b>Outcome Sought:</b> A fair and consistent Burning Bylaw throughout the Cape Breton Regional Municipality, ensuring that all residents enjoy the same protections, responsibilities, and benefits regardless of where they live		
<i>Dave MacKeigan</i> <i>Date</i>	<i>Received by Clerk's Department (date):</i>	

**Discarded Needles**

**Motion**

Moved by Councillor Gordon MacDonald, seconded by Councillor Gillespie, that a recommendation be made to Council to direct staff to provide a staff report at an upcoming meeting of Council regarding what CBRM does to collect discarded needles.

Discussion:

- Importance of safer communities

**Motion Carried**



**City Hall**  
**320 Esplanade**  
**Sydney, NS B1P 7B9**

<b>Councillor Agenda Request Form</b>		
<input checked="" type="checkbox"/> <b>Included on Agenda</b> (Submitted to Municipal Clerk's Office by 4:30 pm seven days before the meeting)	<b>Late Item</b> (Submitted to Municipal Clerk's Office by Noon the day before the meeting)	<b>Request from the Floor:</b> <b>(New Business)</b> - Announcement - Referral - Submit Petition - Notice of Motion
<b>Date of Committee of the Whole Meeting:</b> June 3, 2025		
<b>Subject:</b> Discarded Needles		
<b>Motion for Council to Consider:</b>  <b>To direct staff to provide an staff report at an upcoming meeting of Council regarding what CBRM does to collect discarded needles.</b>		
<b>Rationale:</b> They are a safety issue and require a reliable source to get them collected.		
<b>Outcome Sought:</b> <b>To have a discussion on safer communities and proper removal of discarded needles.</b>		
<i>Councillor Gordon MacDonald</i> <i>Date May 23, 2025</i>	<i>Received by Clerk's Department (date):</i> <i>May 23, 2025</i>	

**CBRM Policies (1)**

**Motion**

Moved by Councillor Gillespie, seconded by Councillor Sheppard-Campbell, to direct staff to initiate a review of all CBRM policies; and to develop a policy framework for Council's consideration.

**Motion Carried**

DRAFT

**CAO Performance Evaluation Process**

**Motion**

Moved by Councillor MacMullin, seconded by Councillor Gillespie, to pre-approve the Chief Administrative Officer Performance Evaluation Policy as presented at the next meeting of Council.

**Motion Carried**

DRAFT



**Cape Breton Regional Municipality  
320 Esplanade  
Sydney, NS B1P 7B9**

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**To:** **Mayor and Council**  
**Submitted by:** **Christa Dicks, Municipal Clerk**  
**Date:** **June 10, 2025**  
**Subject:** **CAO Performance Evaluation Policy and Committee**

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**Origin**

Staff initiated.

**Legislation and Related Policies**

*Municipal Government Act, Sections 28,30,31*

**Recommendation**

That Council approve the *Chief Administrative Officer Performance Evaluation Policy*.

**Background**

At the Council meeting held on March 18, 2025, a motion to approve the *Chief Administrative Officer Performance Evaluation Policy*, and within that policy the establishment of a CAO performance review committee, at the next Council meeting was passed, allowing for policy notice requirements to be met.

**Discussion**

As discussed during the March 18 meeting, the policy establishes the general principles, provisions, and roles and responsibilities of the CAO and the CAO Performance Review Committee.

A review of practices in other municipalities indicates that CAO performance review committees typically include the Mayor as the Chair, and a varying number of Council members, depending on local governance structures. Therefore, it is recommended the Committee be composed of the Mayor, who will serve as Chair, and three members of Council, appointed for the duration of their term.

Before final approval, the following refinements to the policy:

- Section 6.2 – The word “following” has been replaced with “preceding” to reflect that any proposed changes to the CAO’s compensation must be presented within the budget.
- Section 6.3 – The phrase “industry best practice including” has been removed to clarify the scope of the evaluation tool. It is acknowledged that the *Canadian Association of Municipal Administrators (CAMA) CAO Performance Evaluation Toolkit* represents the recognized industry best practice.
- Section 7.1.1 – The phrase “will consist of a Chair” has been revised to “will consist of the Mayor as the Chair” for specificity and in alignment with other municipalities.

Upon Council’s final approval of the policy, it is suggested to proceed with appointments to the Committee. This step is timely, as it aligns with upcoming priority-setting discussions of term priorities and supports the ongoing performance management activities of the CAO.

**Financial Implications**

None.

### **Options**

1. CBRM Council may adopt the recommendation with modifications.
2. CBRM Council may refuse the recommendation in part or in whole.
3. CBRM Council approve the *Chief Administrative Officer Performance Evaluation Policy*.

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A copy of this report can be obtained online at [www.cbrm.ns.ca](http://www.cbrm.ns.ca) or by contacting the Office of the Municipal Clerk at 902-563-5010.

Report Prepared by: Christa Dicks, Municipal Clerk 902-563-5021.

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<b>Title</b>	<b>Chief Administrative Officer Performance Evaluation</b>
<b>Date</b>	
<b>Revision Date</b>	
<b>Replaces</b>	

**1. Title**

Chief Administrative Officer Performance Evaluation Policy

**2. Legislative Authority & Related Policies**

*Municipal Government Act, Sections 28, 30, 31*

**3. Policy Statement**

Regular performance evaluations ensure that the Chief Administrative Officer is provided with accurate and appropriate feedback with goals of enabling and achievement of corporate objectives and improving municipal performance.

**4. Purpose**

- 4.1. The performance evaluation of the Chief Administrative Officer is a valuable instrument which can serve to:
  - 4.1.1. Discuss the relationship between Council and the Chief Administrative Officer;
  - 4.1.2. Provide clarity on expectations of the position; and
  - 4.1.3. Provide an assessment of the performance of the role, responsibilities, and authority as set out in the legislation, this policy, and the job description.

**5. Scope**

- 5.1. This policy applies to the Chief Administrative Officer as the only employee of the CBRM Council.

**6. General Provisions and Principles**

- 6.1. The annual performance review is part of an ongoing performance management process by which Council and the CAO work together to plan, monitor, and review work objectives. The review includes the development of measurable criteria that:
  - 6.1.1. Align with the organization's strategic direction and culture;
  - 6.1.2. Are practical and easy to understand;
  - 6.1.3. Provide an accurate picture of expectation and performance;
  - 6.1.4. Reflect the responsibilities assigned to the CAO by contract, policy, and legislation;
  - 6.1.5. Include a collaborative process for setting goals and reviewing performance based on two-way communication between the Council and CAO;
  - 6.1.6. Monitor and measure results (what) and behaviours (how);
  - 6.1.7. Ensure that administrative work plans support the strategic direction of the organization;
  - 6.1.8. Identify and recognize accomplishments; and
  - 6.1.9. Support administrative decision-making.
- 6.2. Performance evaluations will be completed annually immediately **following** preceding the budgetary process, or another date as mutually agreed by the Performance Evaluation Committee and the CAO.

- 6.3. Annual performance evaluations will be completed using ~~industry best practices including~~ the Canadian Association of Municipal Administrators CAO Performance Evaluation Toolkit.
- 6.4. All communications related to the CAO Performance Evaluation are confidential.

## **7. Roles and Responsibilities**

- 7.1. A CAO Performance Evaluation Committee will be established to facilitate and support excellent communications and positive collaborative effort between the CAO and elected officials.
  - 7.1.1. The Committee will consist of ~~a~~ the Mayor as the Chair and three members of Council for the duration of their appointment; and
  - 7.1.2. A new committee will be established by January 31st immediately following a regular election held under the *Municipal Elections Act*.
- 7.2. The committee chair will schedule the date and time of the annual evaluation in consultation with the committee and the CAO.
- 7.3. Where an annual evaluation has not been scheduled within one month of completion of the budgetary process, the CAO will initiate the scheduling of the meeting with the committee.
- 7.4. Committee members will sign evaluations which will be securely stored in a confidential file in the Mayor's Office.
- 7.5. The Chair, with the Committee, will provide the evaluation to Council at a closed session as per Section 22(2)(c) and (e) of the *Municipal Government Act*.

## **8. Policy Review Requirements**

- 8.1. Annually

## **9. Communication**

- 9.1. Once approved, this policy is provided by the CAO to the Performance Evaluation Committee.
- 9.2. In the event the CAO's position is vacant, the policy is provided for annual review and to the Performance Evaluation Committee by the Clerk's Department.

**CBRM Policies (1)**

**Motion**

Moved by Councillor Gillespie, seconded by Councillor Sheppard-Campbell, to direct staff to initiate a review of all CBRM policies; and to develop a policy framework for Council's consideration.

**Motion Carried**

DRAFT

**CBRM Policies**

**Motion**

Moved by Councillor Gordon MacDonald, seconded by Councillor Gillespie, that Committee of the Whole recommend that Council review and consider the draft *Administration of Policies, Procedures and Guidelines Policy*, as outlined in the attached draft document, which is included in the June 3, 2025, committee of the whole agenda, at a forthcoming meeting of the Council.

**Motion Carried**



**Cape Breton Regional Municipality  
320 Esplanade  
Sydney, NS B1P 7B9**

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**To:** Committee of the Whole  
**Submitted by:** Demetri Kachafanas, K.C., Interim CAO  
**Date:** June 3, 2025  
**Subject:** Administration of Policies, Procedures and Guidelines Policy

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**Origin**

Staff initiated.

**Legislation and Related Policies**

*Municipal Government Act, Sections 47 and 49(1)*

**Recommendation**

That the Committee of the Whole recommend that Council review and consider the draft *Administration of Policies, Procedures and Guidelines Policy* as outlined in the attached draft document at a forthcoming meeting of Council.

**Background**

During the June 3<sup>rd</sup>, 2025, meeting of Committee of the Whole, an update was provided on the comprehensive policy review which was initiated February 18<sup>th</sup>, 2025, at the direction of Council. The update advised that over 150 policies are in the process of being reviewed and that a report will be provided to Council on their status with recommendations on policies needing repeal, gaps that necessitate new policy development, and recommendations for overall improvements to accessibility and transparency. Further, at June 3<sup>rd</sup>, 2025, meeting of Council, policy notice was provided and Committee recommended that Council review and consider the draft *Administration of Policies, Procedures and Guidelines Policy* as presented.

The *Administration of Policies, Procedures, and Guidelines Policy* was developed to enhance governance, consistency, and clarity in the creation, management, and review of policy instruments within the Cape Breton Regional Municipality. The policy establishes a clear framework for distinguishing between various types of policy instruments and outlines responsibilities for their development and oversight.

**Discussion**

This report is intended to give Council a clear picture of the new *Administration of Policies, Procedures, and Guidelines Policy*, how it will be used across the organization, and how it distinguishes between different kinds of governance documents, such as Council policies and CAO directives.

As our municipality and organization changes, having a consistent, transparent process for how we create, manage, and review our policies becomes even more important. This policy helps ensure that everyone, Council, staff, and the public, knows where decisions are coming from and how they are being made. It gives us a framework that says this is how policies are initiated, approved, and managed.

The policy also lays out how different types of governance documents are created and used, including:

- By-laws – formal, enforceable legal instruments (referenced but addressed in bylaw documents)
- Policies – written directions approved by Council
- Directives – decisions made by the CAO under delegated authority
- Protocols and Standards – departmental practices
- Procedures and Guidelines – step-by-step instructions or best practices

Each of these instruments has a different purpose and approval path. By defining these clearly, we avoid confusion and ensure decisions are made at the appropriate level.

This policy also helps clarify responsibilities:

- Council – Approves all policies and sets the municipality's strategic direction.
- CAO and the Policy Administration Team – Helps develop policy instruments, ensures proper consultation, and approves operational procedures and standards.
- Clerk's Office – Maintains the policy registry, assigns numbers, tracks review dates, and helps authors through the process.
- Directors and Department Staff – Share approved policies with staff and ensure everyone understands and follows them.
- Policy Authors – Draft the documents and work with others to make sure they are accurate and aligned with legislation.

There are differences in how each policy instrument is approved. For example, there are variances in a Council approved policy versus a CAO directive.

<b>Council Policy</b>	<b>CAO Directive</b>
Set by Council and approved through a formal vote	Issued by the CAO under delegated authority
Often used to set strategic direction	Used to make operational decisions or manage internal issues
Applies across the organization or to the public	Applies mostly to internal functions
Examples: HR policies, Communications policies	Examples: staff scheduling protocols, reporting processes

In short, Council sets the overall direction, and the CAO is empowered to make the operational decisions to carry it out.

A new policy getting approved follows

1. The idea: A need is identified by a department, Council, or the Policy Administration Team.
2. Drafting: A staff author begins the draft with support from the Clerk's Office.
3. Review: The draft is reviewed by internal stakeholders and the Policy Administration Team.
4. Approval: Depending on the type, it goes to Council (for policies/by-laws) or is approved by the CAO or Director (Directives, procedures).
5. Posting: Once approved, policies are stored in the central registry and made accessible to staff and the public. Directives will be stored in the central registry but are unlikely to be public.
6. Review cycle: Policies are reviewed annually and updated as needed.

Formalizing how policies are created and managed means improved consistency across departments, clarification on who is responsible for what, and increased transparency for Council and the public.

This policy is a foundational tool for good governance and sets the guidelines for future creation, and revision of existing policies. It makes certain that Council's direction is being implemented in a clear, consistent, and accountable way.

#### **Financial Implications**

The policy project and coordination function are being undertaken using existing resources.

#### Options

1. CBRM Council may adopt the recommendation with modifications.
2. CBRM Council may refuse the recommendation in part or in whole.

#### **Attachments**

Appendix A – Visual Policy Development Cycle

Appendix B – Visual Policy Framework

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A copy of this report can be obtained online at [www.cbrm.ns.ca](http://www.cbrm.ns.ca) or by contacting the Office of the Municipal Clerk at 902-563-5010.

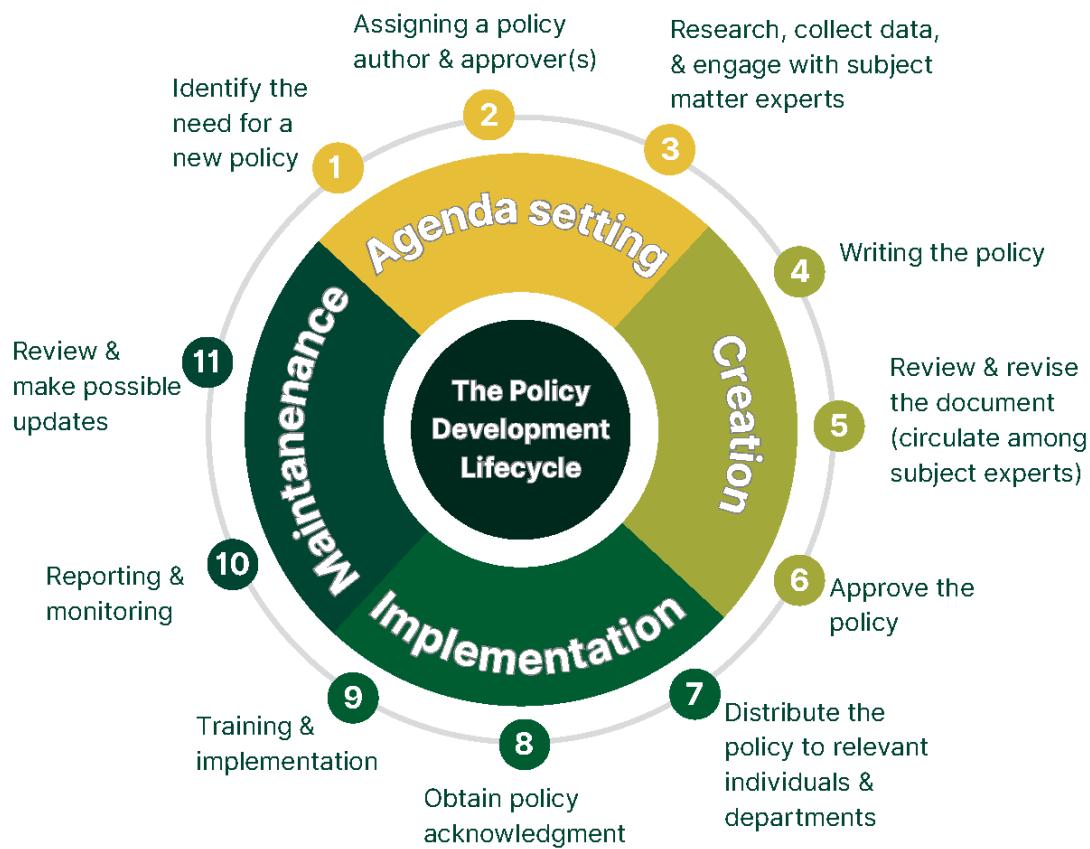
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Report Prepared by: Christa Dicks, Municipal Clerk 902-563-5021.

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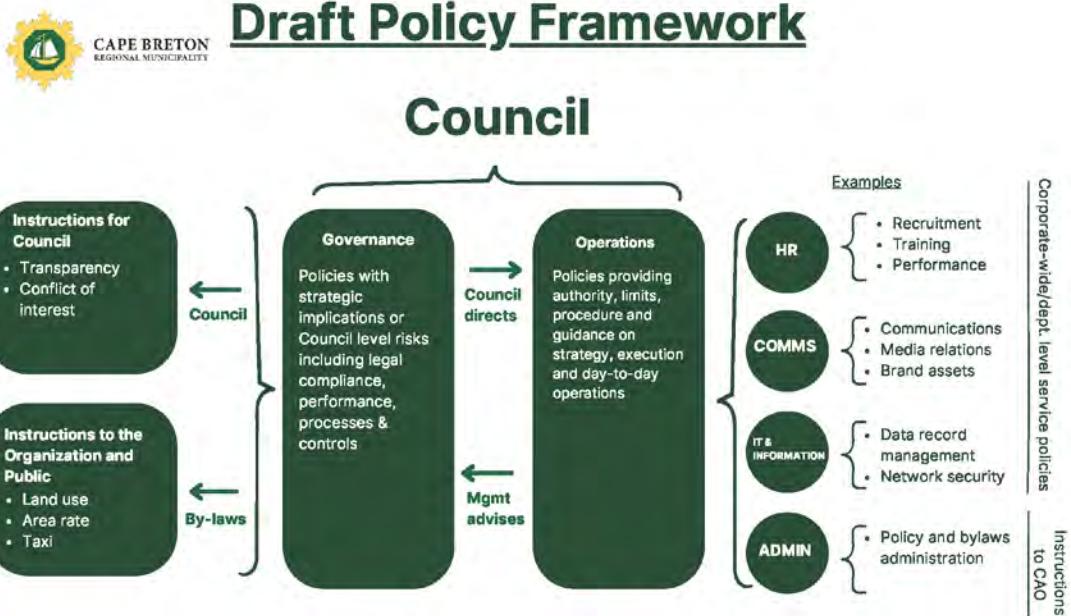


## The Policy Development Cycle



Adapted from [compliancebridge.com](http://compliancebridge.com)

## Appendix B – Visual Draft Policy Framework





**Cape Breton Regional Municipality  
320 Esplanade  
Sydney, NS B1P 7B9**

<b>Title</b>	<b>Administration of Policies, Procedures, and Guidelines</b>
<b>Date</b>	
<b>Revision Date</b>	
<b>Replaces</b>	

**1. Title**

Administration of Policies, Procedures, and Guidelines Policy

**2. Legislative Authorities**

*Municipal Government Act*, Sections 47 and 49(1)

CBRM By-law Development Policy

**3. Policy Statement**

The Cape Breton Regional Municipality (CBRM) is committed to good governance, and ensuring transparent provision and operations of CBRM programs and services by formalizing and defining a transparent process for the creation, management, retention, and review of its policies.

**4. Purpose**

The purpose of this policy is to assist Council in its delivery of robust and transparent governance in line with Council's role of setting a municipality's policy and programs as defined under Section 47 and 49(1) of the *Municipal Government Act*. The policy will further facilitate the development, implementation, and review of policies to support the execution of Council's strategic (regional, divisional, district) priorities, and provides a framework for decision making in line with the will of Council.

**5. Scope**

This policy applies to all policy instruments including: corporate, administrative and departmental policies, procedures, and guidelines of the CBRM and excluding documents pertaining to the CBRPS.

**6. Definitions**

*Policy*: A written directive approved by Council that guides internal operations, decision-making, and sets standards for performance and service delivery within CBRM.

*By-law*: A legal instrument enacted by Council that delegates authority and imposes obligations on residents or organizations, often linked to financial or compliance matters.

*Policy Instrument:* Any formal document including policies, procedures, directives, protocols, and guidelines that collectively guide CBRM's governance and operations.

*Policy Registry:* The centralized record-keeping system that logs the approval, revision history, and categorization of all CBRM policies.

*Policy Administration Team:* A team consisting of the CAO, Regional Solicitor, Municipal Clerk, and Department Directors (as needed), responsible for policy review, stakeholder consultation, and ensuring effective policy development.

*Author:* The individual responsible for drafting a policy or policy-related document, consulting with stakeholders, and ensuring alignment with legislation and existing documents.

*Clerk's Department:* The department responsible for maintaining the central repository of policies, assisting authors in policy development, assigning policy numbers, and tracking review schedules.

*Council:* The elected municipal body responsible for setting the policies and programs of CBRM, approving policies, and delegating authority where appropriate.

*Policy Review:* The scheduled evaluation of a policy to ensure its relevance, legal compliance, and alignment with Council's strategic objectives, typically on an annual basis.

## 7. General Provisions and Principles

- 7.1. Policy informs decision making and contributes to achievement of the outcomes sought from the Council's strategic goals and reflects good governance practices in accordance with legal, environmental, social, and financial requirements.
- 7.2. Policy is evidence based and includes sound research and analysis, and an understanding of the outcomes achieved of a similar policy.
- 7.3. Policy is developed in consultation with key stakeholders to broaden input, and reflects the variety of expertise from respective fields.
- 7.4. Decision-making is undertaken in line with policy, and exceptions and amendments are formally approved.
- 7.5. Policy is easily translated to operating guidelines written with clarity that enables their effective implementation in operations.
- 7.6. Policy offers consistent and transparent operations of the CBRM's services, programs, and facilities.
- 7.7. Policy outcomes are measurable and should relate to strategic plans or objectives of Council.
- 7.8. Policy is readily accessible to Council, employees, and the public.

## 8. Roles and Responsibilities

### 8.1. Council:

Is responsible for the review and approval of all policies, delegate authority to the CAO for directives, and to be aware of department protocols.

#### **8.2. Policy Administration Team:**

Consists of the Chief Administrative Officer, Regional Solicitor, the Municipal Clerk, and where required Department Directors or their delegates. They:

- 8.2.1. Ensure appropriate consultation and collaboration amongst staff and the community has occurred to create a comprehensive and effective policy instrument
- 8.2.2. Approves procedures and guidelines.
- 8.2.3. Reviews and approves policies to proceed to Council.

#### **8.3. Clerk's Department**

- 8.3.1. Record keeping and annual reporting of all policies.
- 8.3.2. Provide assistance to the author in the development, amendment or updating of policies and procedures by facilitating a preliminary review of draft documents.
- 8.3.3. Supports the overall development and review of policies by supporting the policy administrative team, notifying authors of review days, and maintaining a central repository of policies.
- 8.3.4. Provide approved policies to the respective Director.
- 8.3.5. Maintains and makes available a definitions library of key words from all policies to ensure consistent language.

#### **8.4. Department Directors**

- 8.4.1. Communicate policies to departmental staff.
- 8.4.2. Ensure policy acknowledgement forms have been completed and are accessible to division managers.

#### **8.5. All Employees**

- 8.5.1. Read, understand, ask questions, and acknowledge their understanding of the policy.

#### **8.6. Author**

- 8.6.1. Develops the policy using the established template and process.
- 8.6.2. For existing policies, provides recommendations on amending, rescinding, reviewing and monitoring to the Policy Administration Team through their respective department head.
- 8.6.3. Consults with other relevant stakeholders (internal and external) as appropriate.
- 8.6.4. Liaising with the Clerk's department as required for a policy number and to ensure policy does not conflict with other policies, by-laws or relevant legislation.
- 8.6.5. Determine the topic of the policy instrument.
- 8.6.6. Liaises with department head to have policy reviewed with Directors.

### **9. Policy Instruments**

Policy Instrument	Description	Council Approval Required
By-law	Council is delegating responsibility per the MGA and residents are being required to do or not do something, or there is a direct financial requirement of residents or overarching legislation requires matters be dealt with by Bylaw (See CBRM By-law Development Policy)	Yes

Policy	<p>Written directive approved by Council that focuses on the internal operations of the CBRM as a corporation. Administrative policies outline delegations of authority by Council to the Chief Administrative Officer and other municipal officers. Administrative policies impact the work and behaviour of internal staff, contractors and consultants.</p> <p>It can also be a statement of position, intent, or direction that communicates CBRM's priorities, provides guidance for present and future decisions, sets standards for performance and service delivery, and articulates principles of acceptable behaviour and actions. Corporate policies are externally focused, relating to interactions between the CBRM, the public, and other external entities and are applicable to staff and citizens.</p>	Yes
Directive	An issue that could be dealt with by policy, but the authority has been delegated by Council to the Chief Administrative Officer.	No
Department Protocols, Plans, and Standards (rules)	Written directive with respect to activities or services of a department that do not have CBRM-wide application. Departmental protocols impact staff and services within those departments, and are therefore driven by departmental staff needs, or users of municipal services offered by that department.	Depends; and must align with administrative and corporate policies. Protocols and Standards not going to Council must be reviewed and approved by the CAO.
Department Procedures, including manuals, handbooks	Set of step-by-step instructions to help staff carry out routine tasks that operationalize a policy. Procedures aim to achieve efficiency, quality, consistency, and ensure safety while reducing miscommunication and failure to comply with a policy. Procedures identify assigned responsibilities to relevant departments and divisions in order to accomplish the tasks, and therefore apply to city staff.	No
Guidelines including tools, templates, forms, supporting documents	Operational guidance, which may be related to a policy direction, are not subject to the same enforcement as policies. Guidelines include best practices, and general advice on routine matters, and are generated by internal staff to promote knowledge sharing.	No
Policy Registry	A record of approval and review history of each policy to track the official development of policies.	No

## 10. Policy Registry

All corporate policies including mandatory policies required under the *Municipal Government Act* are numbered and stored under one of the following categories, and in alignment with the *Records and Information Management Policy*.

A	Administration
C	Council and Governance
D	Development & Planning
E	Environmental Services
F	Financial Management
H	Human Resources
L	Legal
M	Media, Communications & Public Relations
O	Operations
P	Public Safety, and Licensing Services
R	Recreation & Culture
T	Transportation Services
V	Vehicles and Equipment

## 11. Naming Convention

A naming convention has been established based on the identified policy categories to standardize the categorization and numbering of policies. Each policy will have a category code, a policy number, and a policy title.

- Category (and # from Records Retention Schedule), space, Originating Dept, space, Policy number
  - A– Administration 09-Document Category from Records Retention Schedule, CAO-originating department, unique policy #007
    - E.g. A09 CAO 007
- Policy titles are at the discretion of the authoring department.

Procedures and guidelines are labelled using the Records Retention Schedule naming convention for documents.

The Clerk's Department will assign a policy number following Council approval of the policy. All policy numbers will be placed into a category, using the *Records and Information Management Policy's* Retention Schedule subcategories, as then the next available policy number.

## **12. Development and Approval Process**

- 12.1 **Notification:** the author is responsible for liaising with the Clerk's department and for consulting with relevant stakeholders. The Clerk's office is notified of the pending policy prior to being drafted or reviewed.
- 12.2 **Draft Policy:** the author begins to develop the policy, incorporating their functional expertise and liaising with the Clerk's department, to ensure that the appropriate policy instrument is being used (e.g. policy, procedure, protocol).
- 12.3 **Draft Policy Review:** during this process, the author would liaise first with their Director and then with the Clerk's team to ensure engagement and reviews have taken place with the policy administration team and with any stakeholders as required.
- 12.4 **Policy Consideration for Approval:** the appropriate decision makers consider the policy instrument for approval.
  - 12.4.1 Policies require Council approval.
  - 12.4.2 Departmental Protocols may require the approval of Council based on the topic and/or implications of the document (this should be discussed with the Clerk's Department and the Policy Administration Team as necessary) otherwise protocols can be approved by the Department Director with the Policy Administration Team.
  - 12.4.3 Procedures and guidelines can be approved by the Department Director.
- 12.5 **Policy Posted:** Once approved, the policy is posted to the central policy repository.
- 12.6 **Policy Review:** The policy has an embedded review date. The Clerk's Office will maintain a policy registry and will notify the author one month prior to the date to renew.

## **13. Policy Review Requirements**

- 13.1. A policy is created or reviewed at the request of Council, the Director's group, as identified by the department or as part of a policy review process.
- 13.2. A policy may contain a general overview of the procedures to implement the policy, but not the specific procedural details.
- 13.3. Policies are developed in alignment with the Policy Development Program.

## **14. Communication**

- 14.1. Approved policies will be posted on the CBRM website and a designated internal repository.
- 14.2. Staff are advised of approved policies via distribution to Directors.
- 14.3. The Clerk's Office will maintain the master corporate policy list and manual and assign and organize policy numbers.

## **15. Policy Review Requirements**

- 15.1. Annually

## **16. Compliance**

- 16.1. Failure to comply with this policy may result in disciplinary action up to and including dismissal.



**City Hall**  
**320 Esplanade**  
**Sydney, NS B1P 7B9**

<b>Councillor Agenda Request Form</b>			
<input checked="" type="checkbox"/> <b>Included on Agenda</b> (Submitted to Municipal Clerk's Office by 4:30 pm seven days before the meeting)	<b>Late Item</b> (Submitted to Municipal Clerk's Office by Noon the day before the meeting)	<b>Request from the Floor:</b> <b>(New Business)</b> - Announcement - Referral - Submit Petition - Notice of Motion	
<b>Date of Council Meeting:</b> June 10, 2025			
<b>Subject:</b> Review of CBRM Fire Services			
<b>Motion for Council to Consider:</b>			
That the CAO initiate a comprehensive review of fire services, encompassing volunteer, composite, and career departments.			
<b>Rationale:</b> Recent discussions on the status of fire services has highlighted the need for a review of fire services. The last full review of fire services was the 2016 Manitou report. Recommendations from the report are mentioned again in 2019 in the viability study. However, significant operational changes have occurred since that time. A renewed review would give us a current understanding of service capacity and resourcing for regional needs.			
<b>Outcome Sought:</b> A full review and up to date assessment of fire services across the CBRM for both career and volunteer for future planning, investment and service delivery.			
<i>Councillor Gordon MacDonald</i>	<i>Received by Clerk's Department (date):</i> June 3, 2025		



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**Sydney, NS B1P 7B9**

<b>Councillor Agenda Request Form</b>			
<input checked="" type="checkbox"/> <b>Included on Agenda</b> (Submitted to Municipal Clerk's Office by 4:30 pm seven days before the meeting)	<b>Late Item</b> (Submitted to Municipal Clerk's Office by Noon the day before the meeting)	<b>Request from the Floor:</b> <b>(New Business)</b> <ul style="list-style-type: none"><li>- Announcement</li><li>- Referral</li><li>- Submit Petition</li><li>- Notice of Motion</li></ul>	
<b>Date of Council Meeting:</b> June 10, 2025			
<b>Subject:</b> Catalone Lake restoration			
<p><b>Motion for Council to Consider:</b> Mayor Cecil P. Clarke and Council direct the Chief Administrative Officer (CAO) and staff to conduct a jurisdictional scan regarding the Catalone Gut bridge to identify potential funding partners for the dredging and restoration of Catalone Lake and Catalone Gut.</p> <p><b>Rationale:</b> Catalone Lake is a vital community asset currently suffering environmental consequences due to aging and failing infrastructure. A comprehensive approach involving multiple funding partners will be essential to address these infrastructure challenges effectively and ensure the long-term environmental health of this critical community asset.</p> <p><b>Outcome Sought:</b> CBRM officials will identify potential funding partners and direct appropriate correspondence to these partners seeking financial support for the dredging and restoration of Catalone Gut.</p>			
<i>Steven MacNeil</i> <i>Date June 5, 2025</i>	<i>Received by Clerk's Department (date):</i>		



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**320 Esplanade**  
**Sydney, NS B1P 7B9**

<b>Councillor Agenda Request Form</b>			
<input checked="" type="checkbox"/> <b>Included on Agenda</b> (Submitted to Municipal Clerk's Office by 4:30 pm seven days before the meeting)	<b>Late Item</b> (Submitted to Municipal Clerk's Office by Noon the day before the meeting)	<b>Request from the Floor:</b> <b>(New Business)</b> <ul style="list-style-type: none"><li>- Announcement</li><li>- Referral</li><li>- Submit Petition</li><li>- Notice of Motion</li></ul>	
<b>Date of Council Meeting:</b> June 10, 2025			
<b>Subject:</b> Donkin Mine Noise			
<b>Motion for Council to Consider:</b> Mayor Cecil P Clarke and Council Direct the Chief Administrative Officer (CAO), to direct staff to confirm by-law and jurisdictional authority regarding noise from the Donkin mine site.			
<b>Rationale:</b> The Cape Breton Regional Municipality is committed to supporting all citizens experiencing undue harm. Community members surrounding the Donkin mine are attempting resolution through the appropriate provincial agencies, the NS Department of Environment, and are now seeking support from CBRM's Mayor and Council.			
<b>Outcome Sought:</b> That CBRM Mayor Cecil P. Clarke and Council will send a letter to the appropriate representatives within the government supporting the community members of Donkin, the Cow Bay Environmental Coalition, and surrounding affected areas. We will advocacy to address the harm to constituents caused by the ongoing Donkin mine noise.			
<i>Steven MacNeil</i> Date: June 5, 2025	<i>Received by Clerk's Department (date):</i>		

**From:** Rod Beresford  
**Sent:** June 4, 2025 11:18 AM  
**To:** ClerksOffice <ClerksOffice@cbrm.ns.ca>  
**Cc:** Krista Dove <klldove@cbrm.ns.ca>; Mark H. Bettens <MHBettens@cbrm.ns.ca>; Craig MacNeil <WCMacNeil@cbrm.ns.ca>  
**Subject:** [EXTERNAL]- Station 7 Request for Station 1 Assistance - Details

[EXTERNAL] CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Can you please forward this email to all councilors and Mayor Clarke immediately, please? I would not normally send emails of this nature to the Clerk's Office, however, I feel there was a item discussed yesterday that needs immediate clarification. I hope you can accommodate my request. Thank you.

Good morning Mayor Clarke and Councillors,

I am writing to you as the Fire Chief of Station 7 (Westmount), not as chairperson of the CBRFCA.

At the COTW meeting yesterday it was suggested by Councillor Parsons that Station 7, in our request to DC MacNeil for Station 1 response for assistance at structure fire calls, was overlooking or by-passing volunteer stations. That accusation was on my mind all last evening and through the night multiple times. As I stated yesterday, that is not true and whoever provided that information to Councillor Parsons misled him.

Attached is the letter that was sent to DC MacNeil. This was in your information package for the meeting yesterday, but I understand that it was in among several hundred pages so could have been easily overlooked. When this letter was sent to DC MacNeil, the following people were copied on the letter: Chief Bettens (Station 1- Sydney), Krista Dove (CBRM Admin), Chief Witzell (Station 7 - Sydney River), Chief MacLeod (Station 8 - Coxheath). I forwarded it to Councillor Gillespie immediately after sending it to those named in the previous sentence.

I would like to point out the opening sentence of that letter as it pertains to stations responding: "At all times, in the coverage area for Station 7, for any possible structure fire or working structure fire emergency call, Station 7, Station 6, Station 8, and Station 1 will be paged simultaneously." Since that request was made on February 13 2025 (I forgot to date the memo, but it was sent on February 13 2025), this response protocol has been activated two times: (1) a possible structure fire at the Robin Foote Elementary School and (2) a residence with smoke in the basement (the homeowner was concerned they had a fire in the basement). At both of those calls, Stations 1, 6, 7, and 8 were paged simultaneously to respond. I hope this clarifies this matter and helps to avoid future circumstances such as those that occurred yesterday.

Rod Beresford



Westmount Volunteer Fire Department  
180 Fulton Avenue, Westmount, Nova Scotia B1R 1K1  
902-539-9773

To: Deputy Chief Craig MacNeil, CBRM Fire and Emergency Services  
From: Rod Beresford, Chief, Station 7 (Westmount Volunteer Fire Department)  
Re: Paging protocol for possible or working structure fires

The Westmount Volunteer Fire Department (Station 7) is requesting the following change to Fire Station paging for possible and/or working structure fires:

At all times, in the coverage area for Station 7, for any possible structure fire or working structure fire emergency call, Station 7, Station 6, Station 8, and Station 1 will be paged simultaneously. In the event that any of the resources stated previously are not required, a request to stand down will be made. Furthermore, in addition to these resources for possible structure fire or working structure fire calls, Station 7 is requesting that the on-duty Platoon Chief respond to the emergency call.

Sincerely,

Rod Beresford

cc:

Chief Mark Bettens, Director of Fire and Emergency Services  
Krista Dove, CBRM Fire Administration  
Bill MacLeod, Chief, Station 8  
Dave Witzell, Chief, Station 6

