

Cape Breton Regional Municipality

Council Meeting

AGENDA

TUESDAY, MAY 13, 2025

2:00 P.M.

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

Page intentionally left blank for copying purposes

Cape Breton Regional Municipality

Council Meeting

**Tuesday, May 13, 2025
2:00 p.m.**

AGENDA ITEMS

Land Acknowledgement

Roll Call

O' Canada

Special Presentation on Behalf of the Navy League of Canada - Kings Medal Ben Haighway

1. **APPROVAL OF AGENDA:** (Motion Required)

2. **APPROVAL OF MINUTES:** (Previously Circulated)
 - Council – April 8, 2025
 - Special Council – April 15, 2025

3. **PROCLAMATIONS & RESOLUTIONS:**
 - 3.1 **Bike Month**
Councillor Glenn Paruch (See page 6)

 - 3.2 **Borderline Personality Disorder Awareness Month**
Councillor Darren O'Quinn (See page 7)

 - 3.3 **Health and Safety Professionals Canada Safety and Health Week** (for ratification)
Councillor Steven MacNeil (See page 8)

 - 3.4 **World Inflammatory Bowel Disease (IBD) Day**
Councillor Gordon MacDonald (See page 9)

Continued...

**Council Meeting Agenda
May 13, 2025 (Cont'd)**

PROCLAMATIONS & RESOLUTIONS (Cont'd):

- 3.5 Maternal Mental Health Awareness Day** (for ratification)
Councillor Kim Sheppard-Campbell (See page 10)
 - 3.6 Mental Health Week** (for ratification)
Councillor Paul Nickituk (See page 11)
 - 3.7 Moose Hide Campaign Day**
Councillor Earlene MacMullin (See page 12)
 - 3.8 National Cancer Research Month**
Deputy Mayor Eldon MacDonald (See page 14)
 - 3.9 ParticipACTION Community Challenge**
Councillor Steven MacNeil (See page 15)
 - 3.10 Victorian Order of Nurses Week**
Councillor Gordon MacDonald (See page 16)
 - 3.11 Walk for Alzheimer's Day**
Councillor Glenn Paruch (See page 17)
 - 3.11 BCG Canada Club Day**
Councillor Kim Sheppard-Campbell (See page 18)
- 4. PUBLIC HEARING – Scheduled for 6:00 p.m.**
- 4.1 Second / Final Reading:**
 - a) Annual Amendments to CBRM's Land Use By-law:** Karen Neville, Senior Planner (See page 20)
- 5. BUSINESS ARISING:**
- 5.1 Committee of the Whole – May 6, 2025:**
 - a) Solid Waste Contract with Guysborough:** John Phalen, Director of Public Works (See page 48)

Continued...

**Council Meeting Agenda
May 13, 2025 (Cont'd)**

BUSINESS ARISING - Committee of the Whole – May 6, 2025 (Cont'd):

- b) **Request for Utility Easement PID 15516032 – Grand Lake Road (District 12):** Sheila Kolanko, Property Manager (See page 50)
- c) **Request for Street Closure Portion of an Undeveloped Road Reserve (PID 15716020) Off Dalton Lane, Sydney (District 12):** Sheila Kolanko, Property Manager (See page 54)

6. FIRE AND EMERGENCY SERVICES:

- 6.1 CBRM Designated Comfort Centre Memorandums of Understanding:**
Bruce MacDonald, Manager of Emergency Management (See page 60)

7. COMMITTEE REPORTS: N/A

ADJOURNMENT



PROCLAMATION

Bike Month

WHEREAS:

Bike Week, which was extended to Bike Month in 2024, continues in 2025 as a month-long celebration of bicycling in the Cape Breton Regional Municipality; and

WHEREAS:

CBRM's Active Transportation Plan recognizes that having the choice to walk or ride a bicycle provides our residents with mobility options and improves the quality of life in our Region; and

WHEREAS:

CBRM's Bike Month includes events hosted by local community groups and activities geared to cycling, promoting bicycle safety and motivating residents to ride their bicycles; and

WHEREAS:

Bike Month is made possible through partnerships with Velo Cape Breton and other businesses in the CBRM offering bicycle and active transportation services.

**BE IT THEREFORE
RESOLVED:**

that CBRM Mayor Cecil P. Clarke and Council proclaim June 1st to June 30th, 2025, as "Bike Month" in the Cape Breton Regional Municipality.

Councillor Glenn Paruch - CBRM District #6

May 13th, 2025



PROCLAMATION

Borderline Personality Disorder Awareness Month

WHEREAS:

Borderline Personality Disorder (BPD) is a serious mental health condition affecting emotional regulation, self-image, and interpersonal relationships, impacting the lives of approximately 2.2% of Canadians; and

WHEREAS:

individuals living with BPD often face stigma, misunderstanding, and barriers to care, despite the condition being highly treatable with proper diagnosis, therapy, and support; and

WHEREAS:

BPD Awareness Month, observed in May, is a time to educate the public, foster compassion, and advocate for increased mental health resources, early intervention, and inclusive support services; and

WHEREAS:

individuals, families, mental health professionals, and organizations across Nova Scotia — including the Canadian Mental Health Association, Nova Scotia Division — are working tirelessly to raise awareness, offer support, and reduce the stigma associated with BPD; and

WHEREAS:

the Cape Breton Regional Municipality stands in solidarity with all those impacted by borderline personality disorder and commits to supporting community-based mental health initiatives that promote recovery, compassion, and hope.

**BE IT THEREFORE
RESOLVED:**

that CBRM Mayor Cecil P. Clarke and Council proclaim May 2025, as "**Borderline Personality Disorder Awareness Month**" in the Cape Breton Regional Municipality.

Councillor Darren O'Quinn - CBRM District #11

May 13th, 2025



PROCLAMATION

Health and Safety Professionals Canada

Safety and Health Week

“Together We Can Create Safe Workplaces & Communities”

WHEREAS:

The residents of the Cape Breton Regional Municipality value safe and healthy workplaces for all of our citizens; and

WHEREAS:

The majority of workplace injuries and fatalities are preventable, however more than 1000 workers in Canada and 20 workers died in Nova Scotia in 2021 from job related injuries, and thousands more suffered occupational injuries and illnesses; and

WHEREAS:

Businesses spend more than \$250 million a year on the costs of the most disabling workplace injuries tied to occupational injuries, health care and illnesses in Nova Scotia; and

WHEREAS:

During the week of May 5th to 10th, 2025, Health and Safety Professionals Canada Safety and Health Week, the goal is to focus employers, employees, partners and the public on the importance of preventing injury and illness in the workplace, at home and in our community. Now more than ever occupational health and safety is in the spotlight, and top of everyone's mind.

BE IT THEREFORE
RESOLVED:

That CBRM Mayor Cecil P. Clarke and Council proclaim the week of May 5th to May 10th, 2025, as **“Health and Safety Professionals Canada Week”** in the Cape Breton Regional Municipality.

Councillor Steven MacNeil- District #8

May 13th, 2025



PROCLAMATION

World Inflammatory Bowel Disease (IBD) Day

WHEREAS:

Crohn's and Colitis Canada is a national, volunteer-based charity supporting the 322,000+ people in Canada living with Crohn's or colitis; and

WHEREAS:

one person is diagnosed in Canada every 48 minutes, soon to be 1% of total Canadian population; and

WHEREAS:

people living with IBD routinely endure abdominal pain, cramping, fatigue, internal bleeding, and frequent and urgent bowel movements – in some cases over 20 times a day; and

WHEREAS:

Sydney has a supportive Crohn's and Colitis community, made up of people with inflammatory bowel disease, families, volunteers, and more. Together they share experiences, raise funds at the Gutsy Walk and heighten awareness.

**BE IT THEREFORE
RESOLVED:**

That CBRM Mayor Cecil P. Clarke and Council proclaim May 19th, 2025, as "**Inflammatory Bowel Disease (IBD) Day**" in the Cape Breton Regional Municipality.

Councillor Gordon MacDonald - CBRM District #1

May 13th, 2025



PROCLAMATION

Maternal Mental Health Awareness Day

WHEREAS:

May is recognized as World Maternal Mental Health Month, a time to raise awareness and call for better maternal mental health services and support; and

WHEREAS:

one in five new mothers experiences a perinatal mood and anxiety disorder (PMAD), which can go unnoticed and untreated, leading to serious impacts on both mother and child; and

WHEREAS:

maternal mental health challenges affect people of every culture, age, income level and background, and timely access to mental health services can make a life-changing difference; and

WHEREAS:

raising awareness can help reduce the stigma around maternal mental health, improve care, and encourage early intervention; and

WHEREAS:

throughout May, communities across Canada will hold events to raise funds and awareness for perinatal mental health services.

**BE IT THEREFORE
RESOLVED:**

that CBRM Mayor Cecil P. Clarke and Council hereby proclaim May 6th, 2025, as **“Maternal Mental Health Awareness Day”** in the Cape Breton Regional Municipality and commend the Canadian Perinatal Mental Health Collaborative for their efforts to promote maternal mental health and well-being.

Councillor Kim Sheppard - Campbell - CBRM District #12

May 13th, 2025



PROCLAMATION

Mental Health Week

WHEREAS:

the Canadian Mental Health Association has been hosting Mental Health Week for 74 years. The goal of Mental Health Week is to promote knowledge and attitudes that support meaningful social change; and

WHEREAS:

each year, 1 in 4 Nova Scotians experience a mental illness or mental health issue, but 4 in 4 – that is all of us – have mental health; and

WHEREAS:

the theme for Mental Health Week this year is “Unmasking Mental Health” - living with a mental health or substance use challenge is hard enough; masking can make it even harder; and

WHEREAS:

living with mental health challenges often forces people to hide behind a “mask” to protect themselves from judgment and discrimination; and

WHEREAS:

the Cape Breton Regional Municipality recognizes the need to reduce stigma, promote mental wellness, and support those living with mental health conditions.

BE IT THEREFORE

RESOLVED:

that CBRM Mayor Cecil P. Clarke and Council proclaim May 5th to 11th, 2025, as “**Mental Health Week**” in the Cape Breton Regional Municipality.

Councillor Paul Nickituk - CBRM District #10

May 13th, 2025



PROCLAMATION

Moose Hide Campaign Day

WHEREAS:

the Moose Hide Campaign is an Indigenous-led, grassroots movement of men, boys and all Canadians standing up to end violence against women, children and all those along the gender continuum; and

WHEREAS:

the Moose Hide Campaign was founded along the 'Highway of Tears' in British Columbia in response to the injustices and violence faced by many women and children in Canada, particularly those who are Indigenous; and

WHEREAS:

Intimate Partner Violence (IPV) is at epidemic proportions across Canada with more than 4 in 10 women having experienced it in their lifetime, and this reality is worse for Indigenous women who are twice as likely to experience violence from their current or former partners; and

WHEREAS:

the Moose Hide Campaign has distributed over six million moose hide pins that each spark five conversations about issues of violence against women, children and all those along the gender continuum; and

WHEREAS:

wearing the moose hide pin demonstrates a commitment to honour, respect and protect the women and children in your life, end gender-based violence and take meaningful action towards reconciliation with Indigenous peoples; and

WHEREAS:

participation in the Moose Hide Campaign is a concrete action for all citizens to address the legacies of colonization, residential schools and the reality of more than 1,200 missing or murdered women in Canada; and

WHEREAS:

engagement with the Moose Hide Campaign aligns with the United Nations Declaration on the Right of Indigenous Peoples, the Truth and Reconciliation Commission's Calls to Action, and the Calls for Justice of the National Inquiry into Missing and Murdered Indigenous Women and Girls; and

BE IT THEREFORE
RESOLVED:

that CBRM Mayor Cecil P. Clarke and Council proclaim May 15, 2025, as "**Moose Hide Campaign Day**" in the Cape Breton Regional Municipality.

Councillor Earlene MacMullin - CBRM District #2

May 13th, 2025



PROCLAMATION

National Cancer Research Month

WHEREAS:

cancer continues to affect the lives of thousands of Cape Bretoner's each year, touching families, friends, and communities with its profound impact; and

WHEREAS:

May is recognized nationally as Cancer Research Month, a time to honour the dedicated researchers, healthcare professionals, and organizations whose tireless work advances our understanding of cancer and brings hope through innovative treatments and improved care; and

WHEREAS:

continued investment in cancer research has led to earlier detection, better treatment options, and improved survival rates, offering renewed hope to those facing a cancer diagnosis; and

WHEREAS:

we commend and support the contributions of local and national institutions, medical researchers, and volunteers who work to accelerate progress in cancer prevention, treatment, and cures.

**BE IT THEREFORE
RESOLVED:**

that CBRM Mayor Cecil P. Clarke and Council proclaim the month of May 2025, as "**National Cancer Research Month**" in the Cape Breton Regional Municipality.

Deputy Mayor Eldon MacDonald - CBRM District #5

May 13th, 2025



PROCLAMATION

ParticipACTION Community Challenge

WHEREAS:

Participation's Community Challenge as Presented by Novo Nordisk is a national physical activity and sport initiative that encourages everyone in Canada to get active in the month of June; and

WHEREAS:

by registering as an individual or as an organization and getting active across June, you can help your community take the steps towards being crowned the most active community in Canada; and

WHEREAS:

the Community Challenge is open to everyone; As every Canadian should have equal access to quality sport and physical activity opportunities – which helps every Canadian to thrive physically, emotionally, and socially; and

WHEREAS:

the Community Challenge is an opportunity the Cape Breton Regional Municipality to build a sense of community pride while keeping connected with others, increase access to recreation facilities and boost current attendance of ongoing recreation opportunities across the municipality; and

WHEREAS:

should you choose to take a walk, spend some time gardening, play some pickleball, jump some rope or participate in whatever activity that gets you moving the way you wish to help your community.

BE IT THEREFORE

RESOLVED:

that CBRM Mayor Cecil P. Clarke and Council proclaim June 1st to 30th, as the time to get moving so Cape Breton Regional Municipality can be ParticipACTION's Community Challenge Most Active Community in Canada.

Councillor Steven MacNeil - CBRM District #8

May 13th, 2025



PROCLAMATION

Victorian Order of Nurses (VON) Week

WHEREAS:

the Victorian Order of Nurses for Canada is a charitable community-based health care organization that has addressed community health and social needs for over 125 years; and

WHEREAS:

every day, volunteers from all walks of life work with VON staff to help make Canadian communities healthier; and

WHEREAS:

VON's home nursing, health promotion and support services make an invaluable contribution to the Health Care System in Nova Scotia; and

WHEREAS:

the Cape Breton VON Branch has provided immeasurable support for individuals and families throughout the Island, providing compassion and care for those in need; and

WHEREAS:

the theme this year is "At the Heart of Care" which recognizes that it is the people who make VON special, the VON staff and volunteers put their whole hearts into providing life-changing care to clients and the VON is also at the heart of the healthcare system.

BE IT THEREFORE

RESOLVED:

that CBRM Mayor Cecil P. Clarke and Council proclaim May 18th to 24th, 2025, as "VON Week" in the Cape Breton Regional Municipality.

Councillor Gordon MacDonald - CBRM District #1

May 13th, 2025



PROCLAMATION

Walk for Alzheimer's Day

- WHEREAS:** there is an estimated 16,000 people living with dementia in Nova Scotia; and
- WHEREAS:** it is projected that the number of people living with dementia in Nova Scotia will increase by 87% with nearly 30,000 people likely to be living with dementia by 2050; and
- WHEREAS:** the Alzheimer Society of NS is committed to alleviating the personal and social consequences of Alzheimer's disease and other dementias and promoting the search for the causes and cures; and
- WHEREAS:** the IG Wealth Management Walk for Alzheimer's is the largest fundraising event of the year of the Alzheimer Society of NS to raise critical funds for programs and services.
- BE IT THEREFORE
RESOLVED:** that CBRM Mayor Cecil P. Clarke and Council do hereby declare May 25, 2025, as "**Walk for Alzheimer's Day**" in the Cape Breton Regional Municipality.

Councillor Glenn Paruch - CBRM District #6

May 13th, 2025



PROCLAMATION

BCG Canada Club Day

WHEREAS:

BGC Canada Clubs (formerly known as Boys and Girls Clubs) are the largest youth serving organization in Canada and these clubs across Canada have been a cornerstone of support for children and youth, providing safe, inclusive spaces where they can learn, grow, and reach their full potential; and

WHEREAS:

these Clubs serve thousands of young people and families every year, offering critical programs that promote healthy living, education, leadership, and community engagement; and 2025 marks the 125th anniversary of BGC Canada Clubs, celebrating more than a century of positive impact on the lives of children and youth nationwide; and

WHEREAS:

BGC Cape Breton has proudly served the community of Whitney Pier and beyond for over 30 years, continuing to grow and thrive through the support of dedicated staff, a committed board of directors, and the ongoing engagement of the broader community; and this year also marks the 20th anniversary of Chester Borden's leadership as Executive Director of BGC Cape Breton, whose tireless dedication has enriched the lives of countless young people in our region; and

WHEREAS:

the Cape Breton Regional Municipality recognizes the outstanding contributions BCG Canada Clubs make in building resilient, confident, and successful young people.

**BE IT THEREFORE
RESOLVED:**

that CBRM Mayor Cecil P. Clarke and Council hereby proclaim June 6th, 2025, as "**BGC Canada Club Day**" in the Cape Breton Regional Municipality, in celebration of the extraordinary work and commitment of BGC Canada Clubs to nurturing the potential of every child and youth.

Councillor Kim Sheppard - Campbell - CBRM District #12

May 13th, 2025

Public Hearing Scheduled for
6:00 p.m.



TO: CBRM Mayor and Council

SUBMITTED BY: Demetri Kachafanas, Chief Administrative Officer

DATE: May 6th, 2025

RE: Annual Amendments to CBRM's Land Use By-law

Origin

Staff initiated as part of annual review of Land Use By-law.

Recommendation

It is recommended that Council give Second/Final Reading and adopt the proposed amendments to the CBRM Forward Land Use By-law, as set out in Attachment A.

Statutory Authority

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

Policy A-15 of the Municipal Planning Strategy:

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

Policy A-18 of the Municipal Planning Strategy:

Council shall initiate a housekeeping amendment process within two years of the MPS being in effect to address any issues unforeseen at the time of implementation.

Background

CBRM's new planning documents came into effect in September 2023. At the time of their approval, staff indicated that a package of amendments would be brought forward approximately one year after adoption. The first set of proposed amendments was presented to Council for consideration in Winter 2024. In addition, the proposed amendments also support Policy A-15 of the Municipal Planning Strategy.

Through conversations with potential developers and the review of development applications, staff identified several zone standards that are overly restrictive and not fully aligned with the intent of the changes introduced through CBRM Forward. In keeping with the goal of encouraging development and

providing greater flexibility, staff are recommending a series of amendments to improve implementation of the Land Use By-law (LUB). The intent is to have these amendments considered by Council prior to the start of the next building season in the spring.

These amendments do not alter the overall substance or policy direction of the LUB. Instead, they are intended to improve clarity for both those who administer the document and those who must comply with its provisions.

In response to the Committee of the Whole's recommendation from April 1 2025, CBRM Council passed a motion on April 8th, 2025 giving First Reading of the proposed amendments to the CBRM Forward Land Use By-law, as set out in Attachment A, and to schedule a Public Hearing.

Summary of Proposed Amendments

The following proposed amendments are presented in order of Chapters under the LUB for Council's consideration.

Chapter 2 Administration

Existing Development

The LUB includes provisions to address developments that legally existed prior to the adoption of the LUB. In particular, there are provisions to determine if the use can be considered existing. These provisions were carried over from the previous LUB. However, in doing so, an 'or' was added to the list of provisions instead of an 'and'. It was intended that all the provisions apply; therefore, the 'or' should be replaced with an 'and'.

It is recommended that Subsection 2.8.1 a) be amended by deleting 'or' and replacing it with 'and'.

Permit Duration

In accordance with the Building By-law, a Building Permit for a residential development shall be valid for twelve (12) months and a Building Permit for a non-residential development shall be valid for twenty-four (24) months, from the date of issuance. The duration of time associated with a Development Permit should be consistent with the timelines found in the Building By-law currently the duration of a Development Permit is a year regardless of construction type.

It is recommended that Subsection 2.11.2 Development Permit Duration should be amended to be consistent with the duration of time in the Building By-law.

Chapter 3 Definitions

Assembly

The definition for Assembly (manufacturing) includes a typo. The phrase 'assembling to car parts to make the car' should read 'assembling of car parts to make the car'.

It is recommended the definitions for Assembly (manufacturing) be amended to delete the phrase 'assembling to car parts to make the car' and replace it with 'assembling of car parts to make the car'.

Electric Vehicle (EV) Charging Stations

At the time the LUB was adopted there was no acknowledgment of electric vehicle charging stations. To address this new potential land use, the existing definition of Motor Vehicle Fuel Sales is being replaced

with a new definition which includes electric vehicle (EV) charging stations and a definition for Electric Vehicle Charging Station is being added.

It is recommended that the definition for Motor Vehicle Fuel Sales be deleted and replaced with Motor Vehicle Fueling Station and a definition for Electric Vehicle Charging Station be added.

Setback

The term setback is often referred to as the distance between a building and a property line; however, there are instances where the term applies to development other than a building. For this reason, the definition of setback has been amended to include a liner distance for various development types. To assist in clarify building setbacks in relation the zone standards found in each zone, a definition for Front, Rear, Side Yard Setbacks will be added.

It is recommended the definition for Setback be amended and a definition for Setbacks, Front, Rear, Side Yard be added to the LUB.

Tourist Cottage Complex

The LUB includes a definition for Tourist Cottage and Tourist Cottage Complex. The intention of these definitions is to assist in the regulation of accommodation businesses consisting of multiple buildings on one lot parcel. However, the current definition fails to include reference to two or more buildings. The definition should be amended to provide two or more buildings containing tourist cottage(s).

It is recommended that the definition for Tourist Cottage Complex be amended to include the phase 'two or more building containing tourist cottage(s)'.

Definitions to be Added

The LUB references several terms that are not defined. To improve implementation and compliance definitions for these terms should be added to the LUB.

It is recommended that definitions for Landscaping business depot, Interior lot, and Two-way traffic be added to the LUB.

Chapter 4 General Provisions

Accessory Dwelling Units

The current provisions require accessory dwelling units to be serviced from the main dwelling. However, in consultation with CBRM Public Works and the Water Utility, it was determined that in some instances, this provision is prohibiting development. The intention of this provision was originally connected to subdivision of the accessory dwelling unit. As there is another provision associated with subdivision, it is not necessary and can be deleted.

It is recommended Subsection 4.2. Accessory Dwelling Units be amended by deleting Subsection e and renumbering the remaining Subsections.

Home Based Businesses

Art or Craft Person Studio and Repair are identified as Home Based Businesses. However, the LUB includes a definition for an Artist/Artisan Establishment and Repair Service. To ensure consistency, Art or Craft Person Studio and Repair should be deleted from the list of permitted Home Based Businesses and replaced with Artist/Artisan Establishment and Repair Service.

It is recommended that Subsection 4.8.2 a) and j) be deleted and replace with Artist/Artisan Establishment and Repair Service.

Use of Former Community, Educational Service, or Municipal Buildings Facility

The Planning Documents adopted in 2004 contained policy direction for the adaptive reuse of large-scale facilities (schools, churches, hospitals, etc.) that served the broader community beyond its immediate neighbourhood. While this policy direction and provisions were carried over into CBRM's new LUB, the provision associated with the expansion of these structures was missed. Due to their size, provisions should also limit the expansion of these already large facilities to prevent further impact on surrounding neighborhoods. The provisions found in the previous LUB should be included in the new LUB.

It is recommended that Subsection 4.26 Use of Former Community, Educational Service, or Municipal Buildings be amended by adding a provision adding expansion.

Signs

Based on public engagement, it was determined that the LUB should regulate permanent signs. However, the current provisions were unintentionally overly restrictive. The existing sign regulations include size requirements based on zone location. It is recommended that sign size be correlated with sign type rather than zoning. To improve clarity, it is also suggested that the sign provisions be reformatted to remove repetition and that the definition of 'Sign' be simplified

It is recommended that Section 4.22 be reformatted to include standard sign size based on sign type. It is recommended that the definition for Sign be simplified.

Supportive Housing – Accessory Dwelling Units and Secondary Suites

In May 2024, Council passed a motion directing staff to review Accessory Dwelling Unit provisions in relation to Supportive Housing. Following this request, staff received an application for a Secondary Suite in a Supportive Housing building. At the time of the original request regarding Accessory Dwelling Units, staff initially believed that an amendment to the CBRM Municipal Planning Strategy (MPS) would be required in addition to an amendment to the LUB. However, based on research related to the Secondary Suite request, staff have identified an option that would require only an amendment to the LUB. This approach is based on our research on Building Code requirements rather than land use regulations.

Secondary Suites

The National Building Code of Canada provides standards for buildings based on their occupancy classification. The Building Code defines occupancy as the use or intended use of a building or part thereof for the shelter or support of persons, animals, or property. Supportive Housing, classified as "Care Occupancy" under the Building Code, falls under Group B occupancy, while Secondary Suites are considered residential (Group C occupancy) [Attachment B].

The definition of Secondary Suite under the Building Code specifically applies to buildings with only residential occupancy. As a result, even if provisions for Secondary Suites were amended to acknowledge Supportive Housing in the LUB, a Building Official would not be able to approve a permit for a combination of these uses.

While the Building Code permits two major occupancies (Group B and Group C) in the same building, the use of the term Secondary Suite creates compliance challenges. To align with Building Code requirements, the term Dwelling Unit should be used instead. To address this amendment request and allow for a

separate dwelling unit within a Supportive Housing building, staff have clarified the definition of Supportive Housing to permit its use as a standalone building or as part of a mixed-use development. Additionally, Dwelling Unit has been added as a permitted use in all residential zones.

Accessory Dwelling Unit

Staff have taken a similar approach to the amendment request concerning Accessory Dwelling Units in Supportive Housing. According to Section 4.2 Accessory Dwelling Units of the LUB, an Accessory Dwelling Unit is only permitted as an accessory to a one-unit or two-unit dwelling. The LUB also contains provisions regulating the number of main buildings allowed on a lot [Section 4.14 More than One Use on a Lot (Attachment C)].

Rather than amending Section 4.2 to include Supportive Housing—which would require amendments to Policy 6.3.3 (Secondary Suites and Accessory Dwelling Policies) of the MPS—staff recommend modifying Section 4.14. Subsection 4.14.2(a) does not currently permit a one-unit dwelling and Supportive Housing on the same lot. By amending this provision, Supportive Housing could be located on the same parcel as a one-unit dwelling. This would allow Supportive Housing operators to have a detached one-unit dwelling on their property without being restricted by the smaller floor area requirements of an Accessory Dwelling Unit.

It is recommended that Subsection 4.14.2 be amended to create separate provisions for one unit dwelling and Supportive Housing. It is also recommended the definition of Supportive Housing be amended to permit it as a standalone or with a mixed used building. As well to allow for Supportive Housing within a mixed used building, Dwelling Unit will be added as a permitted use in all residential zones.

Development Standards

As part of the development of a Housing Strategy for CBRM, our consultants reviewed CBRM's existing planning documents and identified several opportunities for improvement. Specifically, they have recommended that staff review lot depth requirements, standards for group dwellings, and the allowable density in the Medium Density Urban Residential (UR3) and High Density Urban Residential (UR4) zones.

Townhouse

Apartment Dwelling and Townhouse Dwelling are both considered to be a building containing three or more dwelling units. While both Apartment Dwellings and Townhouse Dwellings are listed separately as permitted uses, the term 'Townhouse' is missing from the zone standards and other development standards which apply to Apartment Dwelling. They are considered to have the same number of dwelling units; therefore, development standards should be the same for both building types. To ensure consistency, the term 'Townhouse' should be added development standards for related to Apartment Dwellings.

It is recommended the term Townhouse be added to various residential zone provisions that have specific development standards for Apartment Dwellings.

Zone Standards: Minimum Lot Depth

The consultants have identified that lot depth requirements in several zones may be unnecessary and overly restrictive, limiting development flexibility. Given that lot coverage, setbacks, and frontage requirements already regulate lot configuration and building placement, the lot depth requirement adds little value.

It is recommended that all Zone Standards remove minimum lot depth and be amended to reflect the proper numerical order.

Group Dwellings

The LUB (LUB) defines a *Group Dwelling* as two or more buildings containing dwelling units located on a lot or adjoining lots, designed and developed as a single project. Several residential zones currently include specific development standards for group dwellings, such as separate setback, frontage, and lot size requirements. However, these additional standards restrict development flexibility.

Due to the fact each zone category contains zone standards that apply to other permitted uses, there is no clear need for standalone group dwelling standards. Existing regulations around lot occupancy, height, and setbacks can adequately guide group dwelling development.

It is recommended 'Standards for Group Dwellings' be removed from the Low Density Urban Residential (UR2), Medium Density Urban Residential (UR3), and High Density Urban Residential (UR4) zones.

Density Residential

In CBRM's Urban Residential Zones, up to six units are currently permitted as of right, with additional units subject to site plan approval provisions. Our consultants have recommended increasing this threshold, particularly in the Medium Density Urban Residential (UR3) zone. A jurisdictional review shows that many municipalities calculate density based on lot size (e.g., a set number of units per square meter), rather than a flat unit cap. However, the Town of Kentville's newly adopted Land Use By-law takes a similar approach to CBRM, but it permits up to 12 units as of right in their Medium Density Zone. As a result of this proposed amendment, 5.0 Residential Summary Table would need to be amended.

In the High Density Urban Residential (UR4) zone, the required minimum lot size varies depending on the type of apartment unit, with smaller units requiring less land. This approach is unnecessarily complex and restrictive. Instead, the UR4 zone should adopt a standard minimum lot size, allowing building size to be controlled through lot coverage, setbacks, and height regulations.

Both of these existing provisions have inadvertently constrained development, with the issue becoming evident only when processing applications.

Chapter 9: Other Zones

Heavy Equipment Depot is listed as permitted use in the Rural Zone. However, within the definition Chapter of the LUB, the term referenced is Heavy Equipment Depot and Operation Yard. To ensure consistency the term listed in the permitted uses of the Rural Zone should be Heavy Equipment Depot and Operation Yard.

It is recommended the subsection referenced in Subsection 9.1.1 Permitted Uses should be amended to replaced 'Heavy Equipment Depot' with 'Heavy Equipment Depot and Operation Yard'.

Land Use By-law Zone Map

Mobile Home Park Zone – Grand Lake Road

Throughout the jurisdiction of the CBRM, areas containing mobile home parks are designated within the Mobile Home Park (R6) zone category. However, the mobile home park located on Grand Lake Road (PID 15685878) contains some non-residential uses (see Schedule A-1 of Attachment A). Since there are no

mobile homes located in this portion of the property, it is reasonable for the adjacent zone category, Regional Commercial (CR), to apply to this area.

It is recommended that the portion of PID 15685878 illustrated on Schedule A-1 of Attachment A be amended from Mobile Home Park (R6) zone to Regional Commercial (CR).

Utility and Transportation Zone – York Street Sydney

Staff have received a request for a proposed residential development in the area of York Street and Amelia Street in Sydney (see Schedule A-2 of Attachment A). The area is currently zoned Utility and Transportation (UT). The UT zone is intended for working industrial harbours, rail lines, the airport, and other lands dedicated to utility uses.

The previous North End Sydney Secondary Land Use By-law identified this area as the Redevelopment Opportunity (RO) Zone. Under the RO zone, residential development was permitted through a Development Agreement. However, the current Municipal Planning Strategy (MPS) does not provide for Development Agreements in this case. Instead, the zone boundary could be amended in accordance with Policy A-15.

It is recommended that the Utility and Transportation (UT) Zone currently in effect for PID 15056849, PID 15649726, PID 15056732, and PID 15649734 be deleted and replaced with the Medium Density Urban Residential (UR3) Zone.

Downtown North Sydney

When drafting the current zoning boundaries for Downtown North Sydney, an error occurred. The consultants applied the Downtown Commercial (CD) Zone only to the core area of the Downtown Central Business District, rather than to the entire boundary of the Downtown Central Business District as shown in the previous LUB. As a result, many commercial properties were incorrectly designated with residential zones.

Additionally, some areas were incorrectly labelled Low Density Urban Residential (UR2) when they were intended to be Medium Density Urban Residential (UR3).

It is recommended that the zone boundaries in effect for Downtown North Sydney be amended to reflect the zone categories shown on Schedule A-3 of Attachment A.

Mixed-Use Zone

The Mixed-Use (MU) zone applies to the core areas of Reserve Mines, New Waterford, Sydney Mines, and Louisbourg. This zone recognizes the established mixed-use development patterns in these areas and encourages apartment and townhouse development. However, apartment and townhouse development requires municipal water and sewer services.

In Louisbourg, portions of the MU zone extend into areas where municipal water and sewer services are not available; therefore, these portions should be removed from the MU zone. Additionally, along Tenth Street in New Waterford, some properties within the MU zone are too small to accommodate higher-density residential development. For these parcels, the adjacent Low Density Urban Residential (UR2) zone is more appropriate.

It is recommended that the boundary of the Mixed-Use (MU) zone in Louisbourg be adjusted to exclude lands without municipal water and sewer services (Schedule A-4 of Attachment A). Further, the parcels along Tenth Street in New Waterford, where lot sizes are too small for higher density development, should be rezoned to Low Density Urban Residential (UR2) [Schedule A-5 of Attachment A].

Downtown Commercial

Staff have received a request to allow for the development of a two-unit building on PID 15638570 (corner of Foundry Street and Reserve Street, Glace Bay). This property is currently zoned Downtown Commercial (CD), a zone that promotes a mix of commercial sales, services, and high-density residential development. Since this property is located at the boundary of the CD zone, Council could amend the zone boundary to permit low-density residential development in accordance with Council policy.

It is recommended the zoning of PID 15638570 be amended to Low Density Urban Residential (UR2) to allow for the proposed two-unit building.

Financial Implications

Staff time required to prepare the proposed amendments along with the cost of the required public notices have been allocated under approved budgets for Planning and Development Department.

Public Notification

Under the *Municipal Government Act*, a Public Hearing must be held to obtain feedback prior to any decision to amend the CBRM Land Use By-law. Notice of the Public Hearing was advertised in the Cape Breton Post in accordance with requirements of the *Municipal Government Act* on April 26th and May 3rd. In addition, notice of the Public Hearing was posted to the CBRM Facebook page and CBRM's Municipal Planning webpage. At the time this report was prepared no written comments were received by the Planning and Development Department.

Conclusion

The proposed amendments align with existing plan policies and do not change the overall substance or policy direction of the Land Use Bylaw. Instead, they enhance clarity for both administrators and users of the document.

Attachments

Attachment A: Draft Amending By-law

Attachment B: National Building Code Definitions

Attachment C: Municipal Planning Strategy and Land Use By-law Excerpts

Report Prepared by:

Originally Signed by

Karen Neville, Senior Planner
Planning and Development Department

By-law

of the Cape Breton Regional Municipality

amending the

Cape Breton Regional Municipality's Land Use Bylaw

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

THAT: Chapter 2 Administration, Subsection 2.8.1 Land Uses Deemed Permitted of the Land Use Bylaw is hereby amended by deleting the "or" at the end of a).

THAT: Chapter 2 Administration, Subsection 2.11.2 Development Permit Duration of the Land Use Bylaw is hereby amended by deleted and replaced with the following:

A Development Permit:

- a) Issued without a corresponding Building Permit is valid for one year from the date of issuance; or
- b) Issued with a corresponding Building Permit remains valid for the duration specified in CBRM's Building By-law for the Building Permit.

THAT: Chapter 3 Definitions of the Land Use Bylaw is hereby amended by deleting Accommodation Business and replacing it with the following:

Accommodation Business means an establishment, licenced by the Province of Nova Scotia, that provides lodging for travellers or transients, and includes but is not limited to, a bed and breakfast, hotel, motel, or tourist cottages but does not include a shared dwelling. An accommodations business, other than a bed & breakfast establishment, may include complementary uses such as restaurants, meeting rooms, pools, and fitness centres.

THAT: Chapter 3 Definitions of the Land Use Bylaw is hereby amended by deleting Assembly and replacing it with the following:

Assembly (manufacturing) means the manufacturing of a market product by assembling processed materials. Manufacturing assembly may include, but not be limited to, assembling of car parts to make the car, assembling of pages of newspaper to be delivered to end user clients, assembling of material to make clothing, making prefabricated housings, furniture, scientific equipment and appliances.

THAT: Chapter 3 Definitions of the Land Use Bylaw is hereby amended by deleting Motor Vehicle Fuel Sales and replacing it with the following:

Motor Vehicle Fueling Station is a sales use where the primary purpose is to provide multiple fueling options for vehicles, including but not limited to conventional gasoline and diesel fuel, as

A

well as electric vehicle (EV) charging stations. Such facilities may also include accessory uses such as retail, restaurant, and cleaning service.

THAT: Chapter 3 Definitions of the Land Use Bylaw is hereby amended by deleting Setback and replacing it with the following:

Setback means the horizontal distance measured at right angles between a development and the lot parcel boundary, street, watercourse, shoreline, floodplain, or any other place which is deemed to need protection.

THAT: Chapter 3 Definitions of the Land Use Bylaw is hereby amended by deleting Sign and replacing it with the following:

Sign means any visual communication device, structure, or fixture used to convey information, advertise, or attract attention. Signs may freestanding or attached to a building or structure, and may display text, graphics, or symbols in either a print or electronic/digital format.

- Awning/Canopy Sign means a sign or print affixed to the surface of an awning or canopy.
- Billboard Sign means a sign located on private property designed for use with changing advertising copy, whether digital or print, and which is normally used to display commercial or promotional messages.
- Construction Sign means a temporary sign erected on the premises on which construction is taking place, during the period of such construction, indicating the names of the architects, engineers, landscape architects, contractors or similar artisans, and the owners, financial supporters, sponsors and similar individuals or firms having a role or interest with respect to the structure or project.
- Electronic Message Board means an electronic or digital sign used solely for the display of text, with no off-site advertising, and limited to a sign face area of 1.5 square metres.
- Ground Sign means freestanding sign which is permanently affixed to the ground and not supported in any manner by a building which is located on the same property as the use advertised by the sign.
- Illuminated Sign means a sign that provides artificial light directly, or through any transparent or translucent material, from a source of light connected with such sign, or a sign illuminated by a light focused, upon or chiefly directed at the surface of the sign.
- Projecting Sign means a sign attached to and projecting outward from a building face or wall, generally at a right angle to the building. This term includes a sign that is located entirely or partially in the public right-of-way, as well as a sign that is located entirely on private property.
- Sign Face means the area of the surface of any sign within the outer edge of the frame or border of a sign. In the case of two sided or back to back signs, only one face shall be used in computing the area of the sign face.
- Sign Area means the area of the smallest triangle, rectangle or circle or semicircle which can wholly enclose the surface area of the sign. All visible faces of a multi-faced sign shall be counted separately and then totaled in calculating sign area. Three dimensional signs shall be treated as dual-faced signs, such that the total area shall be twice the area

A

of the smallest triangle, rectangle or circle or semicircle which can totally circumscribe the sign in the plane of its largest dimension.

- Wall Sign means any sign painted on, attached to, or erected against the wall of a building or structure with the exposed face of the sign in a plane parallel to the plane of the wall. Wall signs shall not include signs on awning or canopy.

THAT: Chapter 3 Definitions of the Land Use Bylaw is hereby amended by deleting Supportive Housing and replacing it with the following:

Supportive Housing means a service use licensed or approved by a government agency that provides care and or supervision on a 24-hour basis by professional staff for people who need assistance to live independently in a setting that attempts to emulate a home atmosphere in a standalone or mixed-use building. Supportive housing may house people who are elderly, fleeing violence or abuse, have disabilities, or mental health issues.

THAT: Chapter 3 Definitions of the Land Use Bylaw is hereby amended by deleting Townhouse and replacing it with the following:

Dwelling, Townhouse means a building containing three or more dwelling units arranged side-by-side, each with a separate exterior entrance and separated vertically by a common wall extending from the foundation to the roof, located on a lot abutting a public street. Where such a building is located on a single lot or parcel, it shall be considered an apartment dwelling for the purposes of this By-law.

THAT: Chapter 3 Definitions of the Land Use Bylaw is hereby amended by deleting Tourist Cottage Complex and replacing it with the following:

Tourist cottage complex means a service accommodations business, licenced by the Province, comprised of two or more building containing tourist cottage(s) used to accommodate the travelling public for gain or profit by supplying them with temporary sleeping accommodations and where the accessory uses could include an administrative office, assembly hall, convenience store, swimming pool, and recreational facilities.

THAT: Chapter 3 Definitions of the Land Use Bylaw is hereby amended by adding the following:

Electric Vehicle (EV) Charging Station means a designated parking space within a parking area which contains equipment for the recharging electric vehicles.

Landscaping business depot means property where outdoor storage of equipment and materials associated with a landscaping service business takes place. For clarification purposes, if operable equipment is regularly used at the depot, the definition of heavy equipment operational yard is appropriate.

Lot, Interior means a lot whose side lot lines do not abut upon any public or private street.

Setbacks, Front, Rear, Side Yard means the horizontal distance measured at right angles between any vertical part of a building/structure and the lot parcel boundary.

A

Two-way traffic means the design of a street or access where travel in opposing directions is required for ingress and egress.

THAT: Chapter 4 General Provisions, Subsection 4.2 Accessory Dwelling Units of the Land Use By-law is hereby amended by deleting Subsection e) through g) and replacing it with the following:

- e) Each lot is limited to one accessory dwelling unit; and
- f) Subdivision of an accessory dwelling unit to create a flag lot is prohibited.

THAT: Chapter 4 General Provisions, Subsection 4.8.2 Permitted Home Based Business of the Land Use By-law is hereby amended by deleted and replaced with the following:

The following Home Based Businesses are permitted in any zone:

- a) Artist/Artisan Establishment
- b) Bed & Breakfast, subject to 4.8.3
- c) Business Office
- d) Catering Establishments, excluding incidental retail sales
- e) Food Processing Cottage Industry
- f) Home Day Care
- g) Instruction Services; up to 4 students at one time
- h) Medical Clinic
- i) Personal Service
- j) Repair Service

THAT: Chapter 4 General Provisions, Subsection 4.14.2 Main Buildings of the Land Use By-law is hereby deleted and replace with the following:

- a) Inside the Service Area Boundary, the maximum number of one unit dwellings permitted on the same lot parcel shall be one, except where one unit dwellings (mobile homes) are permitted within the Mobile Home Park Zone. Outside the Service Area Boundary, the maximum number of main one unit dwellings permitted on the same lot parcel shall be two.
- b) The maximum number of Supportive Housing developments on permitted on the same lot parcel shall be one.
- c) Two or more two-unit dwellings, apartment buildings or townhouses, or any combination of these three residential land use types, shall be permitted on the same lot parcel provided they are serviced by both a CBRM water main and a sanitary sewer main.
- d) Notwithstanding Subsections a), b), and c), any combination of residential land use types shall be permitted on the same lot parcel when they are within a condominium development registered pursuant to the Condominium Act.

THAT: Chapter 4 General Provisions, Subsection 4.22.1 General Provisions of the Land Use By-law is hereby amended by deleting Subsection d) through f) and replacing it with the following:

- d) The Traffic Authority or Police may require the removal of any sign or parts thereof, which in their opinion may constitute a hazard.
- e) A temporary or mobile sign that is not affixed to the ground, a building, or structure are not regulated under the Land Use By-law, but may be regulated under other Municipal By-

A

laws.

- f) Signs oriented toward a Provincial Highway requires approval from the relevant Provincial Authority.
- g) Signs containing electronic message board shall be permitted subject to compliance with the applicable sign type provisions.
- h) An electronic message board shall adjust in brightness between daytime and nighttime and shall be of a reduced brightness in the nighttime.

THAT: Chapter 4 General Provisions, Subsection 4.22.2 Signs Permitted in All Zones of the Land Use By-law is hereby amended by deleting Subsection h) through i) and replacing it with the following:

- h) A sign that identifies the address of a residence, the name of the resident, or a sign regulating the conduct of a person on the lot, provided such a sign does not exceed .5 square metres in total sign face area;
- i) A flag, banner, or emblem representing a country, province, municipality, or non-commercial organization;
- j) An Electronic Message Board used to display text only with no off-site advertisement, provided the sign face does not exceed 1.5 square meters.

THAT: Chapter 4 General Provisions, Subsection 4.22.4 Billboard Signs of the Land Use By-law is hereby amended by deleting Subsection c) and replacing it with the following:

- c) A Billboard Sign shall be setback 3m from the front yard lot line and 1.5m from side and rear yards lot lines.

THAT: Chapter 4 General Provisions, Subsection 4.22.6 Grounds Signs of the Land Use By-law is hereby amended by deleted and replaced with the following:

4.22.1 Ground Signs

GENERAL PROVISIONS FOR GROUND SIGNS

- a) All Ground Signs shall be setback 3m from the front yard lot line and 1.5m from side and rear yards lot lines to a street line than the lesser of:
- b) The height of a Ground Sign shall not exceed the maximum height permitted in the zone in which the sign is located.

GROUND SIGNS IN RESIDENTIAL ZONES

A Ground Sign shall only be permitted in a Residential Zone with a maximum 1.5 square metres for each sign face to a maximum of 3 square metres total for all sign faces.

GROUND SIGNS IN ALL OTHER ZONES

A Ground Sign shall only be permitted in all Non-Residential Zones with a maximum 9 square meters for each sign face to a maximum of 18 square metres total for all sign faces.

THAT: Chapter 4 General Provisions, Subsection 4.22 Signs of the Land Use By-law is hereby amended by deleting Subsection 4.22.8 through Subsection 4.22.11 and replacing it with the following:

4.22.8 Wall Signs

- a) A Wall Sign shall be parallel to the wall to which it is affixed;

A

- b) A Wall Sign shall not cover a fence or roof;
- c) Any illumination shall be downcast upon the sign to lessen impact on the surrounding environment;
- d) No sign shall be illuminated intermittently or incorporate flashing in any way.

WALL SIGNS IN RESIDENTIAL ZONES

A Wall Sign shall only be permitted in a Residential Zone subject to the following:

- a) The maximum sign face area shall be 0.5 square metres;
- b) Wall Signs in a Residential zone shall be placed on a wall oriented towards the street;
- c) Wall Signs in Residential Zones shall not be illuminated from within;

WALL SIGNS IN COMMERCIAL ZONES

The maximum sign face area of a Wall Sign in Non-Residential Zones shall be .5 Square meters per metre of occupied building frontage.

4.22.9 Construction Signs

- a) Notwithstanding Section 4.22.3, nothing in this By-law shall prevent the placement of a sign which identifies the architects, engineers, contractors, or other professional individuals or firms involved with the development occurring on the same lot, or an announcement concerning proposed development on the same lot.
- b) A construction sign shall not advertise any product.
- c) A construction sign shall be removed within 14 days of the beginning of the intended use of the construction.
- d) A construction sign:
 - i. shall not exceed 1.11 m² in area for each firm; and
 - ii. shall not, in total, exceed 5.57 m² in area.

THAT: Chapter 4 General Provisions, Subsection 4.26. Use of Former Community, Educational Service, or Municipal Buildings Facility of the Land Use By-law is hereby amended by adding the following:

- c) To facilitate the inclusion of additions demanded by other regulations or by-laws, and/or design improvements volunteered by the conversion proponent, for purposes of interpreting this Section, the construction work involved in the conversion may include an addition no greater than 5% of the floor area of the building.

THAT: Chapter 5 Residential Zones, Subsection 5.0 Residential Summary Table of the Land Use By-law is hereby amended by deleting the permitted uses listed under 'Residential' and replacing it with the following:

A

Residential	P	P	P	P	P	P	P
Dwelling, One Unit	P	P	P	P	P	P	P
Dwelling, Two Unit	P	P	P	P	P		P
Dwelling, Shared	P	P	P	P			P
Dwelling, Shared <i>up to four rooms</i>					P		
Dwelling, Townhouse <i>up to six dwelling units</i>		P	P	P			P
Dwelling, Apartment <i>up to six dwelling units</i>		P	P	P			P
Dwelling, Townhouse <i>more than six dwelling units</i>	SP	P	P				SP
Dwelling, Apartment <i>more than six dwelling units</i>	SP	P	P				SP
Dwelling, Townhouse <i>up to twelve dwelling units</i>			P	P			
Dwelling, Apartment <i>up to twelve dwelling units</i>			P	P			
Dwelling, Townhouse <i>more than twelve dwelling units</i>			SP	P			
Dwelling, Apartment <i>more than twelve dwelling units</i>			SP	P			
Dwelling, Group		P	P	P			P
Dwelling, Unit	P	P	P	P	P	P	P

THAT: Chapter 5 Residential Zones, Subsection 5.2.1 Permitted Uses of the Land Use By-law is hereby amended by deleting the permitted uses listed under 'Residential' and replacing it with the following:

- Dwelling, One-Unit
- Dwelling, Two-Unit
- Dwelling, Townhouse, *up to six dwelling units*
- Dwelling, Apartment, *up to six dwelling units*
- Dwelling, Townhouse, *more than six dwelling units subject to Section 2.13 and Section 5.2.2*
- Dwelling, Apartment, *more than six dwelling units subject to Section 2.13 and Section 5.2.2*
- Dwelling, Shared
- Dwelling, Group

THAT: Chapter 5 Residential Zones, Subsection 5.2.2 Permitted Uses by Site Plan Approval of the Land Use By-law is hereby amended by deleting 'Dwelling Apartment (more than six)' from Section a) and replacing it with 'Dwelling, Apartment or Dwelling Townhouse with more than six dwelling units'.

THAT: Chapter 5 Residential Zones, Subsection 5.2.3 Zone Standards of the Land Use By-law is hereby amended by deleting a) Minimum Lot Area and b) Minimum Lot Frontage replacing it with the following:

A

a)	Minimum Lot Area	
	Dwelling, Apartment or Dwelling, Townhouse with more than six dwelling units, the greater of	690 m ² or
	For each unit having 3 or more bedrooms	185 m ²
	For each unit having 2 bedrooms	150 m ²
	For each bachelor or unit having 1 bedroom	105 m ²
	All other uses	225 m ²
b)	Minimum Lot Frontage	
	Dwelling, Apartment, or Dwelling Townhouse with more than six dwelling units	18 m
	All other uses	9 m

THAT: Chapter 5 Residential Zones, Subsection 5.2 Low Density Urban Residential Zone of the Land Use By-law is hereby amended by deleting Subsection 5.2.4 Dwelling Group.

THAT: Chapter 5 Residential Zones, Subsection 5.3 Medium Density Urban Residential Zone of the Land Use By-law is hereby amended by deleting the Residential Uses in Subsection 5.3.1 Permitted Uses and replacing it with the following:

- 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, Group

THAT: Chapter 5 Residential Zones, Subsection 5.3.2 Permitted Uses by Site Plan Approval of the Land Use By-law is hereby amended by deleting 'Dwelling Apartment (more than six)' from Section a) and replacing it with 'Dwelling, Apartment or Dwelling Townhouse with more than six dwelling units'.

THAT: Chapter 5 Residential Zones, Subsection 5.3.3 Zone Standards of the Land Use By-law is hereby amended by deleting a) Minimum Lot Area and d) Minimum Lot Frontage from and replacing it with the following:

A

a)	Minimum Lot Area	
	Dwelling, Apartment or Dwelling, Townhouse with more than twelve dwelling units, the greater of	540 m² or
	For each unit having 3 or more bedrooms	150 m²
	For each unit having 2 bedrooms	100 m²
	For each bachelor or unit having 1 bedroom	75 m²
	All other uses	225 m²
b)	Minimum Lot Frontage	
	Dwelling, Apartment, or Dwelling Townhouse with more than twelve dwelling units	18 m
	All other uses	9 m

THAT: Chapter 5 Residential Zones, Subsection 5.3 Medium Density Urban Residential Zone of the Land Use By-law is hereby amended by deleting Subsection 5.3.4 Dwelling Group.

THAT: Chapter 5 Residential Zones, Subsection 5.4.1 Permitted Uses of the Land Use By-law is hereby amended by deleting 'Dwelling Group, subject to Section 5.4.3' and replacing it with 'Dwelling Group'.

THAT: Chapter 5 Residential Zones, Subsection 5.4 High Density Urban Residential Zone of the Land Use By-law is hereby amended by deleting a) Minimum Lot Area and b) Minimum Lot Frontage from Subsection 5.4.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Area	185 m²
b)	Minimum Lot Frontage	9 m

THAT: Chapter 5 Residential Zones, Subsection 5.7.1 Permitted Uses of the Land Use By-law is hereby amended by deleting the permitted uses listed under 'Residential' and replacing it with the following:

- Dwelling, One-Unit
- Dwelling, Two-Unit
- Dwelling, Townhouse, *up to six dwelling units*
- Dwelling, Apartment, *up to six dwelling units*
- Dwelling, Apartment, *more than six dwelling units subject to Section 2.13 and Section 5.7.2*
- Dwelling, Shared
- Dwelling, Group

A

THAT: Chapter 5 Residential Zones, Subsection 5.7.2 Permitted Uses by Site Plan Approval of the Land Use By-law is hereby amended by deleting 'Dwelling Apartment (more than six)' from Section a) and replacing it with 'Dwelling, Apartment or Dwelling Townhouse with more than six dwelling units'.

THAT: Chapter 5 Residential Zones, Subsection 5.7.4 Zone Standards of the Land Use By-law is hereby amended by deleting a) Minimum Lot Area and b) Minimum Lot Frontage replacing it with the following:

a)	Minimum Lot Area	Dwelling, Apartment or Dwelling, Townhouse with more than six dwelling units, the greater of	690 m² or
		<i>For each unit having 3 or more bedrooms</i>	185 m²
		<i>For each unit having 2 bedrooms</i>	150 m²
		<i>For each bachelor or unit having 1 bedroom</i>	105 m²
	All other uses		225 m²
b)	Minimum Lot Frontage	Dwelling, Apartment, or Dwelling Townhouse with more than six dwelling units	18 m
		All other uses	9 m

THAT: Chapter 5 Residential Zones, Subsection 5.7 Small Community Zone of the Land Use By-law is hereby amended by deleting Subsection 5.7.5 Dwelling Group.

THAT: Chapter 5 Residential Zones, Subsection 5.7 Small Community Zone of the Land Use By-law is hereby amended by deleting Subsection 5.7.2 c vi.).

THAT: Chapter 5 Residential Zones, of the Land Use By-law is hereby amended by adding the term 'Dwelling, Unit' to the list of Permit Uses for all Residential Zones.

THAT: Chapter 9 Other Zones, Subsection 9.1 Rural Zone of the Land Use By-law is hereby amended by deleting the term "Heavy Equipment Depot" and replacing it with "Heavy Equipment Depot and Operational Yard".

THAT: Chapter 9 Other Zones, Subsection 9.1 Rural Zone of the Land Use By-law is hereby amended by deleting Subsection 9.1.2 Conditions of use and replacing it with the following: "Heavy Equipment Depot and Operational Yard".

A Motor Vehicle Repair use and/or Heavy Equipment Depot and Operational Yard identified permitted in subsection 9.1.1 shall not be located within 30m of a dwelling other than the dwelling of the proprietor of the business.

A

- THAT:** The Zone Standards Table for each zone of the Land Use By-law is hereby amended by deleting 'Minimum Lot Depth' and re-sequenced appropriately.
- THAT:** The Land Use By-law is hereby amended by deleting 'Dwelling Group' from Residential and Commercial Summary Tables and list of Permitted Uses.
- THAT:** Council amends the CBRM's Land Use Bylaw map by deleting Mobile-Home Park (R6) Zone in effect for the portion of PID 15685878 identified in Schedule A-1 replacing it with the Regional Commercial (CR) Zone.
- THAT:** Council amends the CBRM's Land Use Bylaw map by deleting Utility and Transportation (UT) Zone in effect for PID 15056849, PID 15649726, PID 15056732, and PID 15649734 replacing it with the Medium Density Urban Residential (UR3) Zone (Schedule A-2).
- THAT:** Council amends the CBRM's Land Use Bylaw map by deleting Low Density Urban Residential (UR2) Zone and replacing it with the Medium Density Urban Residential (UR3) Zone for the areas identified on Schedule A-3.
- THAT:** Council amends the CBRM's Land Use Bylaw map by deleting Medium Density Urban Residential (UR3) and replacing it with the Downtown Commercial (CD) Zone for the areas identified on Schedule A-3.
- THAT:** Council amends the CBRM's Land Use Bylaw map by deleting Mixed-Use (MU) Zone and replacing it with the Low Density Urban Residential (UR2) Zone for the areas identified on Schedule A-4 and Schedule A-5.
- THAT:** Council amends the CBRM's Land Use Bylaw map by deleting Downtown Commercial (CD) Zone in effect for PID 15638570 replacing it with the Medium Density Urban Residential (UR3).

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

MAYOR

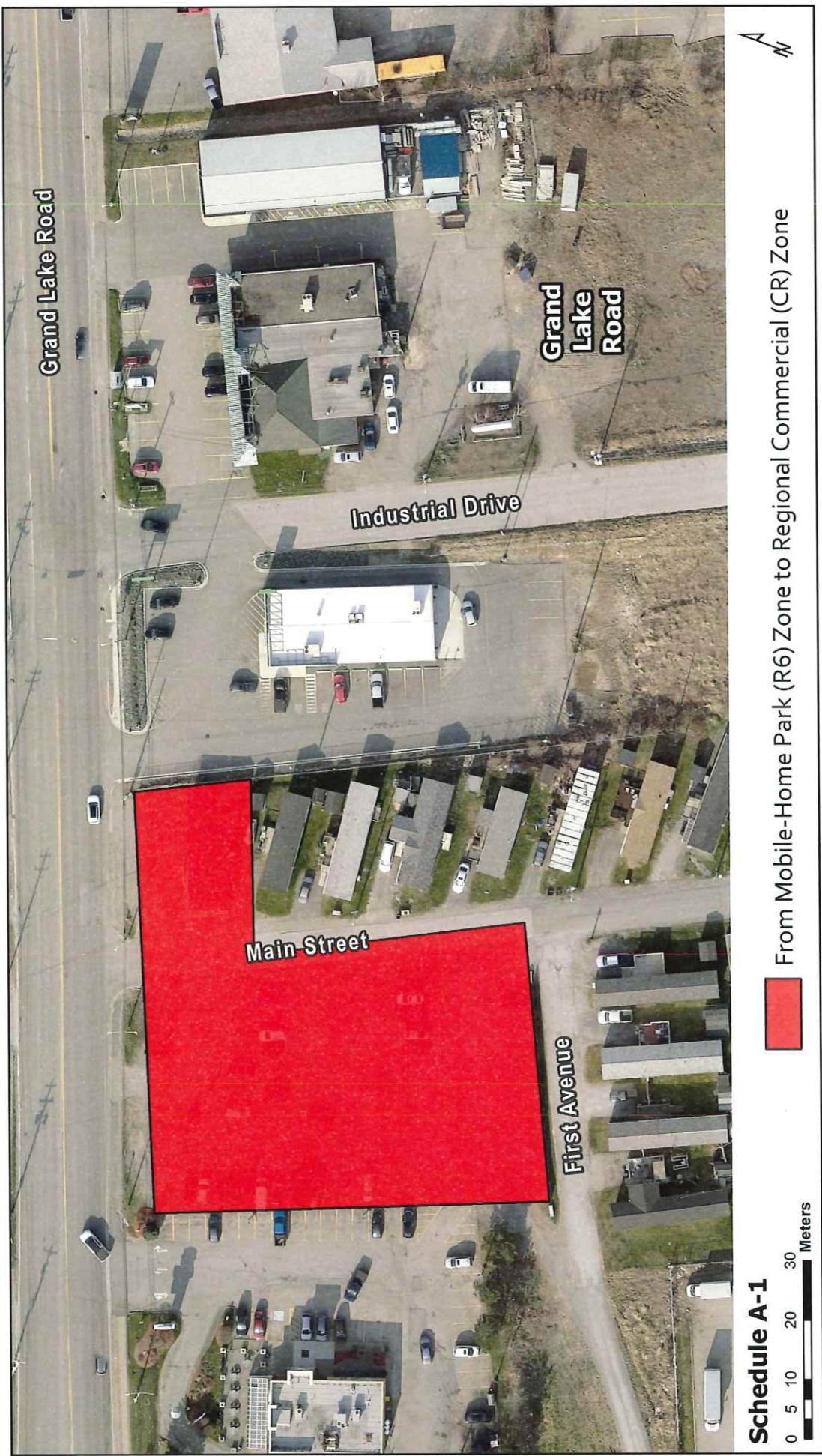
CLERK

THIS IS TO CERTIFY that the above text amendments and Land Use Bylaw map amendments on the next pages referencing this Amending Bylaw are a true and correct copy of the Amending By-law of the Cape Breton Regional Municipality adopted by Regional Council during a meeting held on _____ to amend the Cape Breton Regional Municipality's Land Use By-law.

Christa Dicks, CLERK



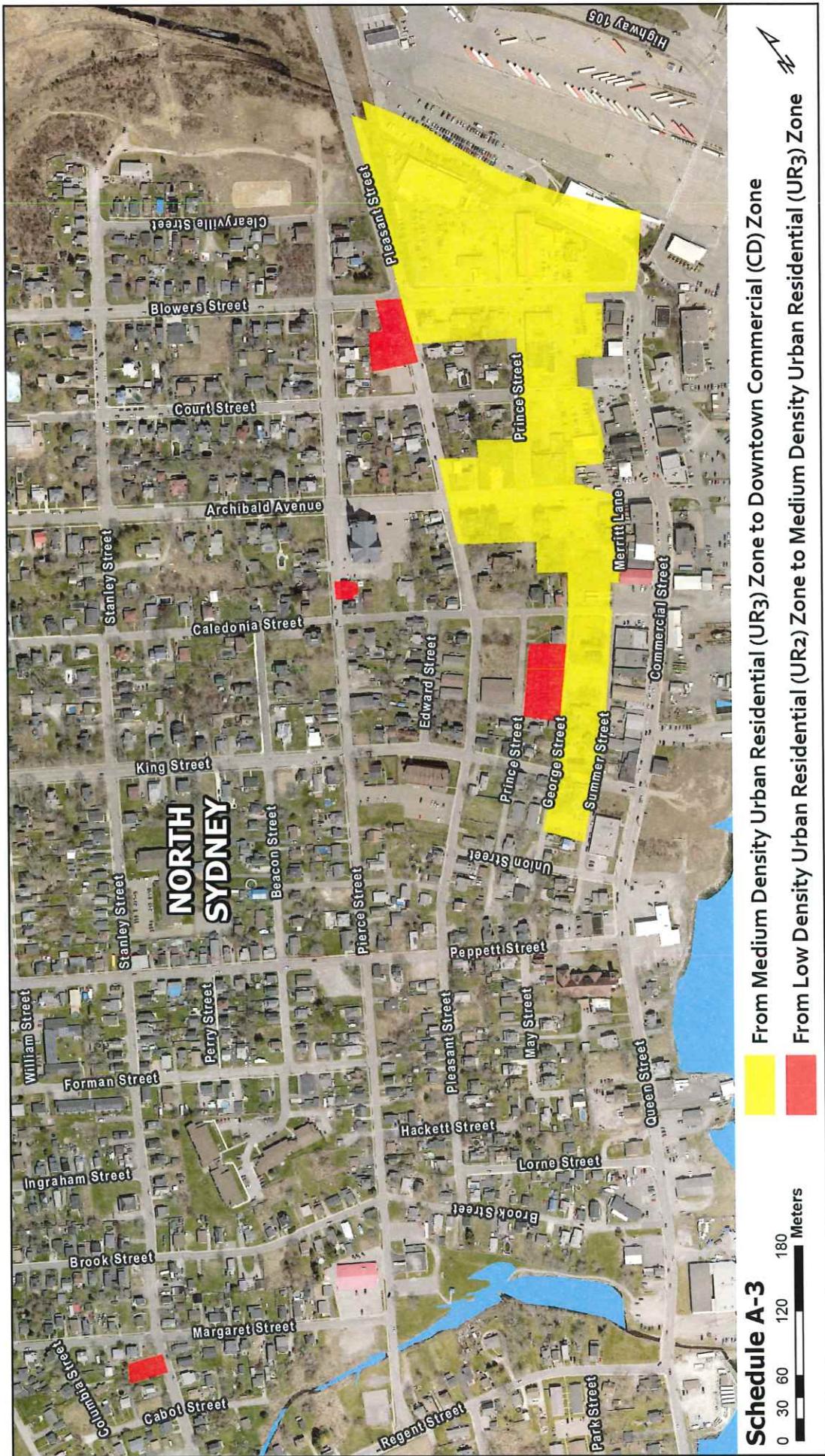
Case 1097 - Proposed Amendments to the CBRM Landuse By-law



Case 1097 - Proposed Amendments to the CBRM Landuse By-law

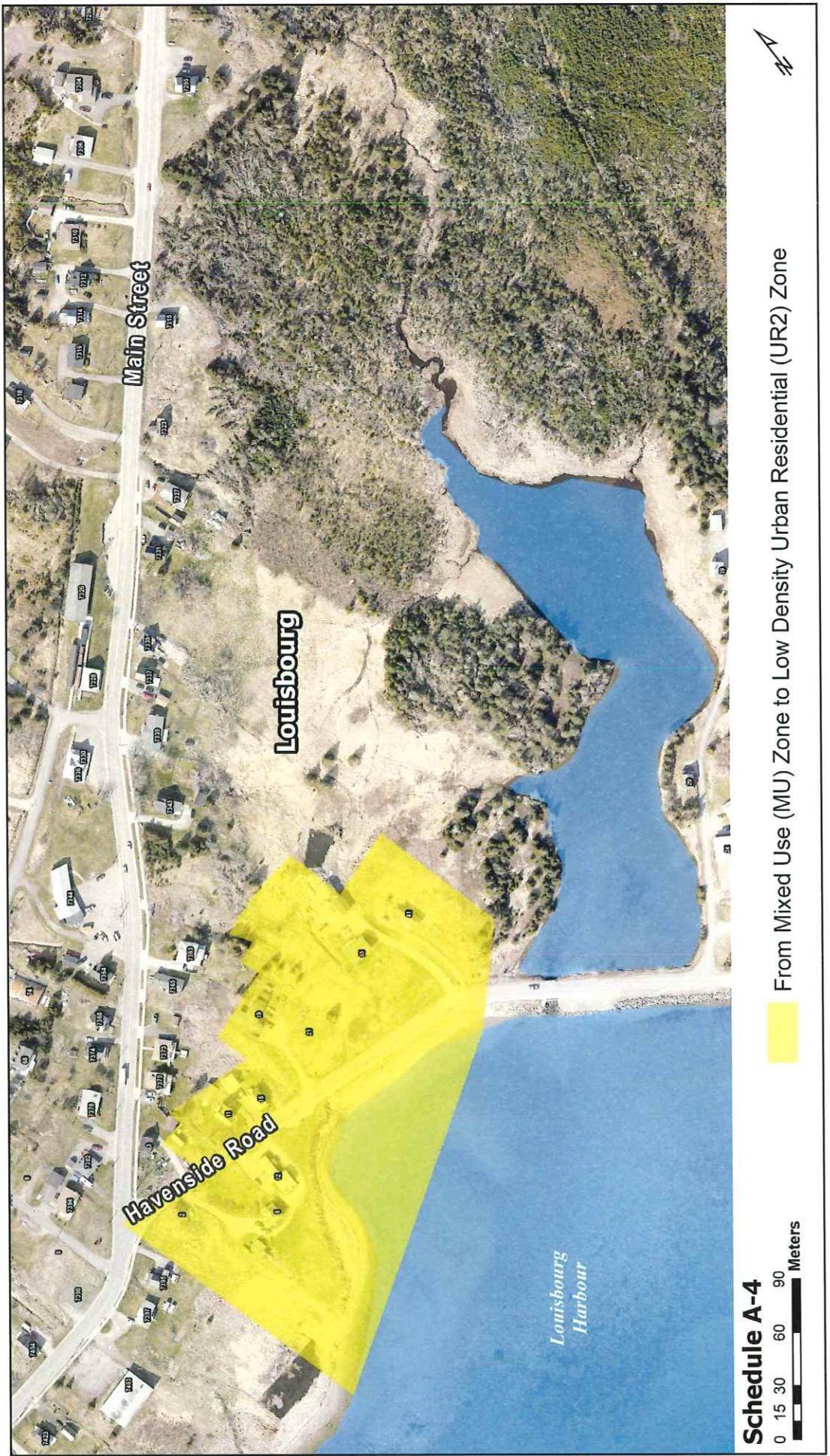


Case 1097 - Proposed Amendments to the CBRM Landuse By-law





Case 1097 - Proposed Amendments to the CBRM Landuse By-law



Case 1097 - Proposed Amendments to the CBRM Landuse By-law



National Building Code Definitions

Care means the provision of services other than treatment by or through care facility management to residents who require these services because of cognitive, physical or behavioural limitations.

Care occupancy (Group B, Division 3) means the occupancy or use of a building or part thereof, other than a home-type care occupancy, where care is provided to residents. (See Note A-1.4.1.2.(1).)

Dwelling unit means a suite operated as a housekeeping unit, used or intended to be used by one or more persons and usually containing cooking, eating, living, sleeping and sanitary facilities.

Home-type care occupancy (Group B, Division 4) means the occupancy or use of a building consisting of a single detached housekeeping unit where care is provided to residents and may include the living space of the caregiver and their family. (See Note A-1.4.1.2.(1).)

Occupancy means the use or intended use of a building or part thereof for the shelter or support of persons, animals or property

Residential occupancy (Group C) means the occupancy or use of a building or part thereof by persons for whom sleeping accommodation is provided but who are not harboured for the purpose of receiving care or treatment and are not involuntarily detained.

Secondary suite means a self-contained dwelling unit with a prescribed floor area located in a building or portion of a building of only residential occupancy that contains only one other dwelling unit and common spaces, and where both dwelling units constitute a single real estate entity. (See Note A-1.4.1.2.(1) and Article 9.1.2.1. of Division B.)

Suite means a single room or series of rooms of complementary use, operated under a single tenancy, and includes dwelling units, individual guest rooms in motels, hotels, boarding houses, rooming houses and dormitories as well as individual stores and individual or complementary rooms for business and personal services occupancies. (See Note A-1.4.1.2.(1).)

Excerpts from the CBRM Planning Documents

Municipal Planning Strategy

6.3.2. Supportive Housing Policies

Although not a direct responsibility of the municipality, the provision of supportive housing for vulnerable persons should be encouraged within CBRM. These policies provide guidance for siting and future partnerships.

H-10 Council shall encourage supportive housing for people experiencing barriers to safe, secure and affordable housing, including but not limited to, seniors, persons fleeing violence or abuse, and persons with disabilities.

H-11 Council shall establish standards within the Land Use By-law to facilitate the integration of supportive housing into residential areas that:

- Maintain compatibility and character with the host neighbourhood;
- Supportive Housing over 9 beds be permitted through Site Plan Approval in all zones, subject to regulations regarding parking, landscaping, building location on a lot, stormwater management, and access management.

6.3.3. Secondary Suites and Accessory Dwelling Policies

Secondary suites within existing dwellings and accessory dwelling, located in the rear yard of existing dwellings, provide an option for gentle increase in density in existing built up areas. It also provides an option for revenue generation amongst homeowners, while increasing the diversity of housing tenure within the municipality.

H-13 Council shall, through provisions in the Land Use By-law, permit secondary suites and accessory dwelling units throughout the jurisdiction of the CBRM.

Land Use By-law

General Provisions

4.1. ACCESSORY BUILDINGS AND STRUCTURES

4.1.1. General Provisions

- Except as otherwise provided by this By-law, any lot containing a main building or use may also contain one or more accessory buildings or structures subject to the requirements of this Section.
- Shipping containers shall be permitted as an accessory structure to non-residential uses within the Service Area Boundary and all other zones outside of the Service Area Boundary, subject to this Section 4.1.
- In addition to the provisions of Subsection 4.1, shipping containers shall only be permitted within the Service Area Boundary as an accessory structure to a residential use if the exterior has the same or similar exterior cladding as the main residential building. For clarification paint is not considered exterior cladding.
- Except as otherwise provided by this By-law, an accessory building or structure shall not be erected, placed, or altered so as to be in the required front or flankage yard setback of a main building or structure.
- Accessory buildings shall be of a similar appearance and design as the main building;

4.1.2. Total Lot Coverage

- a) The total floor area for all detached accessory buildings to a residential use shall not exceed the greater of 75m² or 10% of the lot area up to a maximum of 150m², not exceeding the lot coverage requirements;
- b) The total floor area for all detached accessory buildings to a non-residential use shall not exceed the greater of 75m² or 10% of the lot area up to a maximum of 250m², not exceeding the lot coverage requirements.
- c) The total floor area of all accessory buildings shall not exceed 28m² (300ft²) when it is accessory to a recreational vehicle.

4.1.3. Side and Rear Yard Setback Requirements

a. Residential

Any accessory residential building or structure may be built or located in a side yard or rear yard provided that it be a distance of at least 0.6 metres (2 feet) from the side lot line or rear lot line, except if the floor area of the accessory building exceeds 93sq. m (1,000 sq. ft.), or its height exceeds 3.7 metres (12 feet), in which case it shall be in compliance with the setbacks for the main building.

b. All other uses

Non-residential accessory building or structure shall be at least 1.2 metres (4 feet) from the side lot line or rear lot line.

4.1.4. Front Yard Setback Requirements

No accessory building or structure may be placed within the required front yard setback area of the zone.

4.1.5. Height

a. Residential

The height of a residential accessory building or structure shall not exceed the height of the main residential building on a lot and in no case shall it exceed 9 metres in height measured from average grade to the highest point of any portion of the roof.

b. All other zones

The height of a non-residential accessory building or structure shall not exceed a maximum height of 11 metres. Where abutting a residential zone; accessory buildings over 9 metres will require an additional 1 metre side and rear yard setback for each additional metre in height to a maximum of 5 metres.

4.1.6. Accessory Buildings on Corner Lots

No accessory building or structure shall be erected on a corner lot at a distance from the street line less than the front yard and corner lot side requirements for the main building.

4.2. ACCESSORY DWELLING UNITS

A lot containing a one or two unit dwelling may also contain an accessory dwelling unit as a secondary use in a separate building subject to the following:

- a) The accessory dwelling unit suite shall not exceed a maximum gross floor area of 72 square metres;
- b) The height of an accessory dwelling unit shall not exceed the height prescribed for an accessory building in Section 4.1 of this By-law;
- c) Unless the accessory building existed legally prior to the adoption of the Land Use By-law, the accessory dwelling unit shall be in the rear yard of the main building;
- d) The accessory dwelling unit shall be of a similar appearance and design as the main building;

- e) The accessory dwelling unit shall be serviced from the main dwelling unit. A separate, independent connection to municipal services is prohibited;
- f) Each lot is limited to one accessory dwelling unit; and
- g) Subdivision of an accessory dwelling unit to create a flag lot is prohibited.

4.14. MORE THAN ONE USE ON A LOT

4.14.1. General

Where more than one use is proposed for a lot or a building is proposed to be used for more than one use:

- a) conformity to the provisions for each use is required;
- b) if conformity cannot be obtained, the more stringent provision prevails.

4.14.2. Main Buildings

- a) Inside the Service Area Boundary, the maximum number of one unit dwellings or Supportive Housing permitted on the same lot parcel shall be one, except where one unit dwellings (mobile homes) are permitted within the Mobile Home Park Zone. Outside the Service Area Boundary, the maximum number of main one unit dwellings permitted on the same lot parcel shall be two.
- b) Two or more two-unit dwellings, apartment buildings or townhouses, or any combination of these three residential land use types, shall be permitted on the same lot parcel provided they are serviced by both a CBRM water main and a sanitary sewer main.
- c) Notwithstanding Subsections a), b), and c), any combination of residential land use types shall be permitted on the same lot parcel when they are within a condominium development registered pursuant to the Condominium Act.

Definitions

Accessory dwelling unit means one dwelling unit accessory to a one unit dwelling, two unit dwelling, semi-detached dwelling and intended as an independent and separate living unit which contains its own sleeping, living, cooking and sanitary facilities, and its own entrance. An accessory dwelling unit is detached from main dwelling, unlike a secondary suite.

Dwelling, Duplex means a building consisting of two dwelling units, located one on top of the other.

Dwelling, Converted means a building originally constructed as a one-unit dwelling or two-unit dwelling that has been lawfully converted into a two-unit dwelling or multiple dwelling.

Dwelling, One-Unit means a detached dwelling containing one dwelling unit and may include a secondary suite. This does not include a recreational vehicle.

Dwelling, Semi-detached means a building containing two dwelling units arranged side by side and separated vertically by a common wall extending from the foundation to the roof.

Dwelling, Two-unit means a building containing two-dwelling units, and may include a duplex, semi-detached dwelling, or a converted one-unit dwelling.

Supportive Housing means a service use licensed or approved by a government agency that provides care and or supervision on a 24-hour basis by professional staff for people who need assistance to live independently in a setting that attempts to emulate a home atmosphere. Supportive housing may house people who are elderly, fleeing violence or abuse, have disabilities, or mental health issue.

Excerpt: DRAFT Committee of the Whole Minutes, May 6, 2025

Solid Waste Contract with Guysborough

Motion

Moved by Councillor Paruch, seconded by Deputy Mayor Eldon MacDonald, that a recommendation be made to have staff renew our contract with Guysborough for disposal of our municipal solid waste.

Discussion

During discussion, the contract renewal at a decrease of 13% and estimated \$500,000 cost savings, inclusion of an out-clause in the contract, recent heavy garbage collection, technology, policy and legislation changes affecting solid waste and recyclables, communications with the public, to return to Council a final report with associated costs.

Motion Carried



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

To: Mayor Clarke and Council

Submitted by: John Phalen, Director of Public Works

Date: April 29, 2025

Subject: Solid Waste contract with Guysborough

The CBRM contract for our municipal solid waste with Guysborough has expired. Solid Waste has tried on two attempts with a public call for proposals. Both attempts weren't successful in a go forward for handling our solid waste that currently goes to landfill.

It was investigated and it isn't feasible with the current volume to construct a solid waste landfill given current environmental regulations and the upcoming new requirements for Extended Producer Responsibility (EPR).

The current facility can't handle municipal solid waste and is limited in the construction and demolition material we handle currently. Any new landfill in CBRM would require considerable community approval and given the current environmental requirements would be a difficult task. Further, we would foresee that we would still require a transfer facility and still have to deliver to a landfill site.

The site at Guysborough is no longer owned by the Municipality as they have sold it to Green For Life (GFL).

We have been in contact with Guysborough, and they are willing to renew our contract. In discussions, we have been able to receive a 13% reduction on our current tipping fee contract for a further renewal of 20 years beginning January 1, 2026.

This renewal will save approximately \$500,000 / year from our Solid Waste Operating Budget, for a estimated contract saving of 10 million dollars.

It provides CBRM with a stable operation that we can confidently budget and meet our operating demands with a saving to the tax payer that we can use to improve our services elsewhere.

There will be no disruption in service for our residents, no job losses and it will maintain our contracting arrangements with local trucking companies sustaining employment.

RECOMENDATION

Staff recommend Council make a motion to have staff renew our contract with Guysborough for our disposal of our municipal solid waste.

Excerpt: DRAFT Committee of the Whole Minutes, May 6, 2025

**Request for Utility Easement PID 15516032 – Grand Lake Road
(District 12)**

Motion

Moved by Councillor Sheppard-Campbell, seconded by Councillor O’Quinn, to recommend to Council to pass a motion authorizing the mayor and clerk to execute an easement agreement in favour of NSPI over the subject property identified as PID 11516032 for the said project.

Motion Carried



MEMO — Committee of the Whole

TO: **Mayor and Council**

FROM: **Sheila Kolanko – Property Manager**

SUBJECT: **REQUEST FOR UTILITY EASEMENT
PID 15516032 – GRAND LAKE ROAD
(District 12)**

DATE: **May 6th, 2025**

REQUEST:

An easement across municipal property for the benefit of Nova Scotia Power Incorporation.

BACKGROUND INFORMATION:

CBRM received a written request from Cape Breton University requesting CBRM grant an utility easement to NSPI over municipal property identified as PID 15516032 as shown outlined in red on the attached plan (Attachment "A"). The easement is required for the relocation of a Transmission Line to the campus as part of the development of both the Centre for Discovery and Innovation and the Cape Breton Medical Sciences Building.

NSPI has agreed to construct a new high-voltage transmission line within a 30-meter-wide easement. This route requires the line to cross the CBRM parcel identified as PID 15516032.

INTERNAL REVIEW/EVALUATION:

The internal staff review is completed, and staff supports the request provided the easement does not impede or impact CBRM's sanitary sewer line or access road leading to CBRM's southwest brook lagoon. CBRM will work with NSPI representatives through the easement development process to ensure there are no negative impacts to CBRM.

FINANCIAL IMPLICATIONS:

All cost and fees associated with the Easement would be the responsibility of the applicant.

RECOMMENDATION:

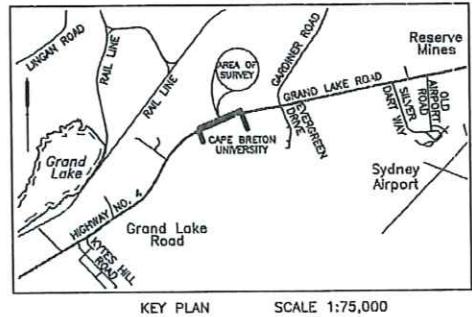
It is the recommendation of staff that the Committee of the Whole direct Council to pass a motion authorizing the mayor and clerk to execute an easement agreement in favour of NSPI over the subject property identified as PID 15516032 for the said project.

Respectfully submitted,

ORIGINAL SIGNED BY

Sheila Kolanko
Property Manager

ATTACHMENT "A"



SCALE 1:75,000

P.I.D. 15516040

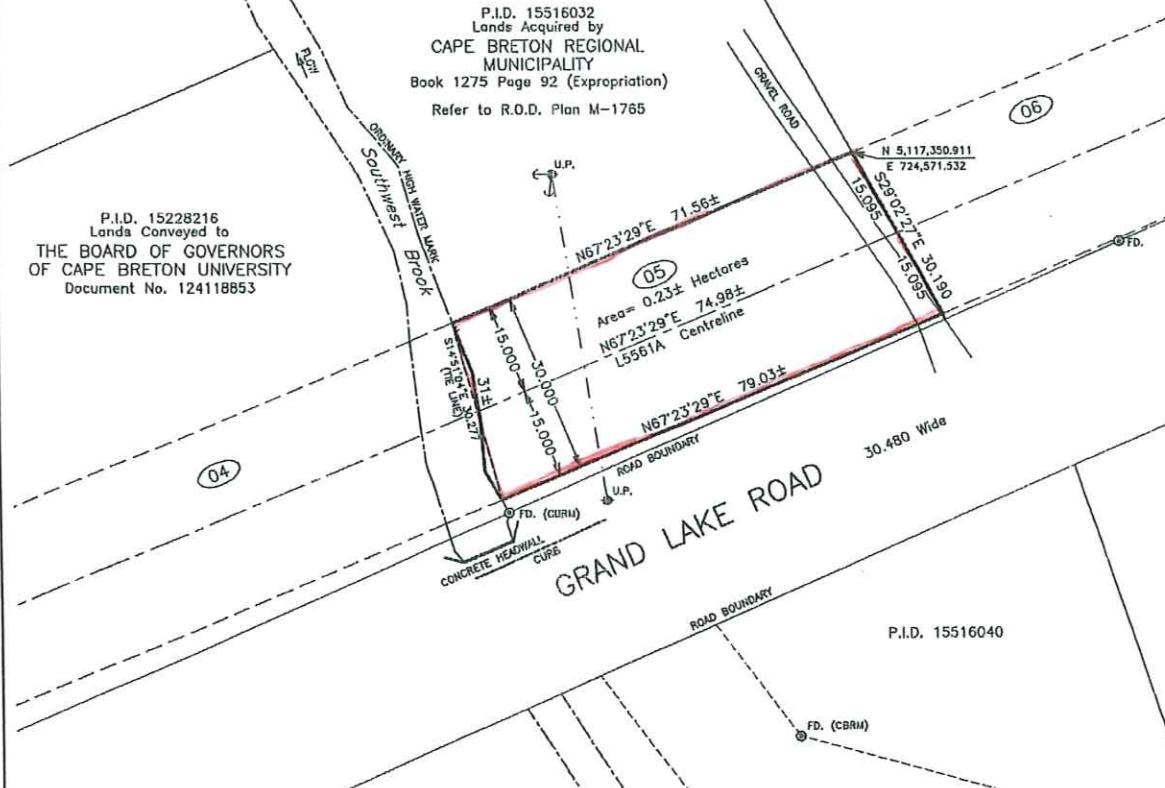
Lands of THE KING. III

H.M. THE KING IN RIGHT OF
THE PROVINCE OF NOVA SCOTIA
(DEPARTMENT OF NATURAL RESOURCES)
P.G.P.I. No. 03 25 50133

Refer to R.O.D. Plan No. 95581766

P.I.D. 15516032
Lands Acquired by
CAPE BRETON REGIONAL
MUNICIPALITY
Book 1275 Page 92 (Expropriation)
Refer to R.O.D. Plan M-1765

P.I.D. 15228216
Landa Conveyed to
THE BOARD OF GOVERNORS
OF CAPE BRETON UNIVERSITY
Document No. 124118853



Plan Approved by Nova Scotia
Power Inc. Representative

SCHEDULE "A"
Plan Showing
Transmission Line Easement 05

Transmission Line Leasement No.
Over Lands Conveyed to
**CAPE BRETON REGIONAL
MUNICIPALITY**
in favour of
NOVA SCOTIA POWER INC

BEARINGS AND DISTANCES ARE GRID DERIVED FROM G.N.S.S.
OBSERVATIONS ON N.S.H.P.H. DOCUMENT NO. 204716.
REFERENCED TO NAD83 (C.S.R.S.) DATUM, U.T.M. ZONE 20
PROJECTION. A SCALE FACTOR OF 1.000227 HAS BEEN APPLIED.

ROAD, CAPE BRETON
Scale 1:750 metric
January 22, 2025



THOMPSON CONN LIMITED
NOVA SCOTIA LAND SURVEYORS
HALIFAX AND NORTH SYDNEY
PHONE (902) 422-4800
File No. CB786

Excerpt: DRAFT Committee of the Whole Minutes, May 6, 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 MacNeil, that a recommendation be made to Council 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.

Discussion

During discussion, subject property history, property registration, road reserves and easements were discussed. Risks to those who encroach, suggested map layer to identify encroachments and follow up when an encroachment on CBRM property is identified.

Motion Carried



CBRM

A Community of Communities

MEMO — Committee of the Whole

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 12)

DATE: May 6th, 2025

REQUEST:

For a Street Closure of a portion of an undeveloped road reserve running off Dalton Lane, Sydney, Cape Breton Regional Municipality.

BACKGROUND INFORMATION:

The municipality received a written request from the residents of 78 Dalton Lane, Sydney (“the applicants”) seeking to purchase a portion of municipal property lying adjacent to the applicant’s property. The municipal property subject to this request is identified as PID 15716020 and shown outlined in yellow on the attached Property Online Map (Attachment “A”). The property (PID 15716020) is identified in the CBRM Property Inventory for an “undeveloped road reserve” which encompasses part of Dalton’s Lane and deemed essential to the needs of the municipality.

The applicant’s property is located at 78 Dalton’s Lane, Sydney and identified as PID 15154909 and outlined in purple on the attached map (Attachment “B”). The applicants are seeking a portion of the undeveloped road reserve to resolve long term encroachment issues which include the applicant’s driveway and a shed located on portion of the “undeveloped road reserve”.

INTERNAL REVIEW/EVALUATION:

An internal staff review was carried out at the request of the applicants, and staff found no issue in supporting the request to resolve the encroachments provided the applicants have the property surveyed, at their expense, to ensure that portion of Dalton's Lane is retained by the municipality, and the subdivision of the property complies with the CBRM subdivision by-law.

Staff has identified a "designated area" that can be deemed surplus for the purpose of the applicant's request. This area is shown on the attached map (Attachment B") and crosshatched in purple. The CBRM undeveloped road parcel (PID 15716020) comprises of the yellow crosshatched section, the purple crosshatched section (designated area) and the red crosshatched section on the attached map (Attachment "B").

In order to comply with CBRM's subdivision bylaw, the applicant's property (PID 15154909- outlined in purple) and the designated area (crosshatched in purple) would require lot consolidation; the CBRM property (PID 15144958- outlined in yellow) and the parcel crosshatched in yellow would require lot consolidation and be retained by CBRM for future development and the red crosshatched lot would be a remainder parcel to be retained by CBRM for that portion encompassing a section of Dalton's Lane (public street).

LEGISLATIVE AUTHORITY

Section 315 (1) of the *Municipal Government Act* states that

The council may, by policy, permanently close any street or part of a street and the council shall hold a public hearing before passing the policy.

Section 315 (6) of the *Municipal Government Act* states that

Upon filing the policy in the registry, all rights of public user in the land described in the policy are forever extinguished and the municipality may sell and convey the land or may subsequently reopen the land as a street in the manner required by this Act.

FINANCIAL IMPLICATIONS:

All cost and fees associated with the applicant's request would be the sole responsibility of the applicant. CBRM would benefit from the collection of property taxes for the portion of land currently occupied and used by the applicants.

RECOMMENDATION:

It is the recommendation of staff that the Committee of the Whole direct Council to pass a motion directing 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.

Respectfully submitted,

Originally signed by

Sheila Kolanko
Property Manager

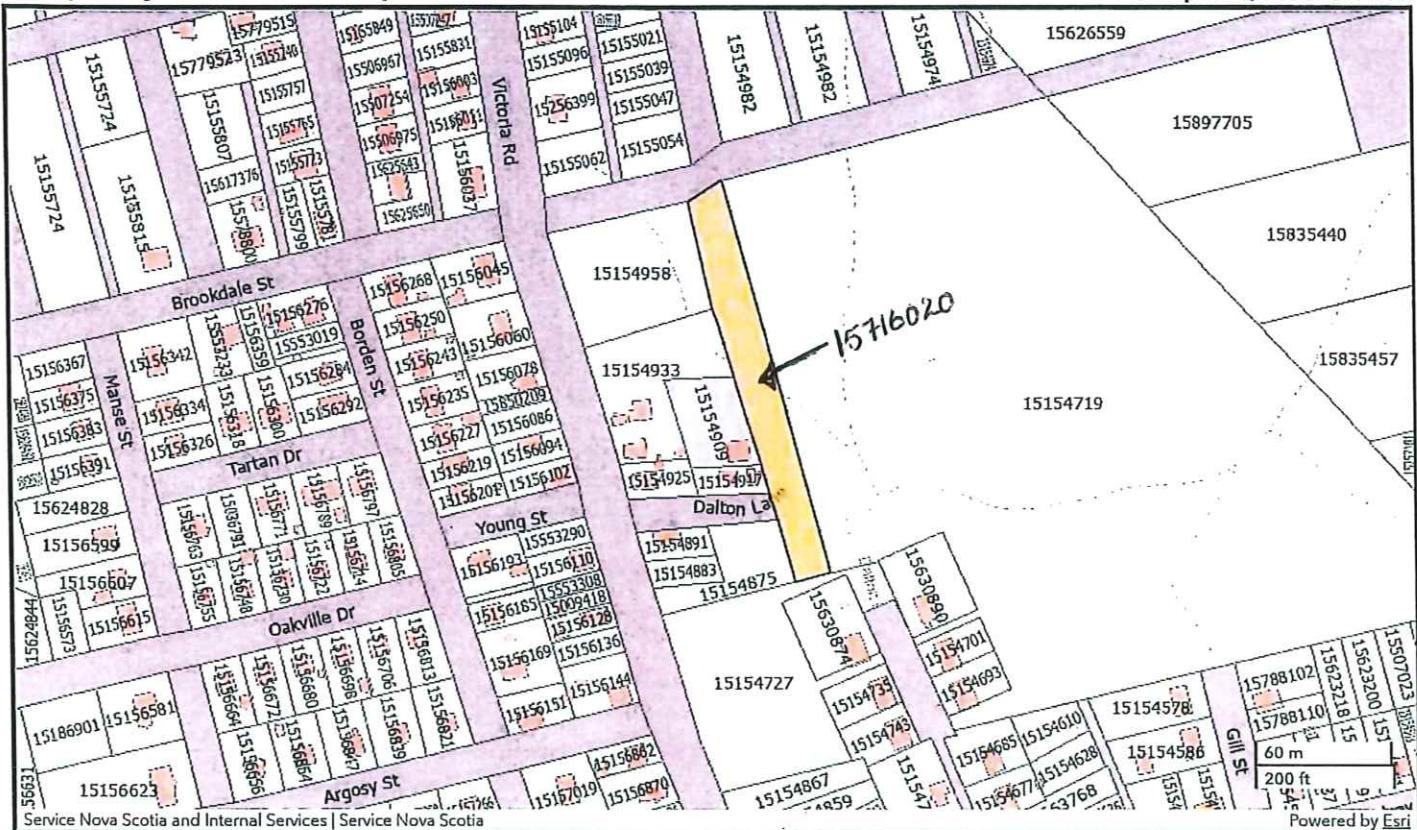
ATTACHMENT "A"

PROPERTY Online



Property Online Map

Date: April 30, 2025 09:11:12



PID: 15716020 Details

County: CAPE BRETON COUNTY

LR: NOT LAND REGISTRATION

Address: DALTON LANE

SYDNEY

Owner: ROAD PARCEL OWNER
UNDETERMINED

AAN:

Value: No information found

PID 15154909 – 78 DALTON'S LANE, SYDNEY (APPICANT'S PROPERTY)

The Provincial mapping is a graphical representation of property boundaries which approximate the size, configuration and location of parcels. Care has been taken to ensure the best possible quality, however, this map is not a land survey and is not intended to be used for legal descriptions or to calculate exact dimensions or area. The Provincial mapping is not conclusive as to the location, boundaries or extent of a parcel [Land Registration Act subsection 21(2)]. THIS IS NOT AN OFFICIAL RECORD.

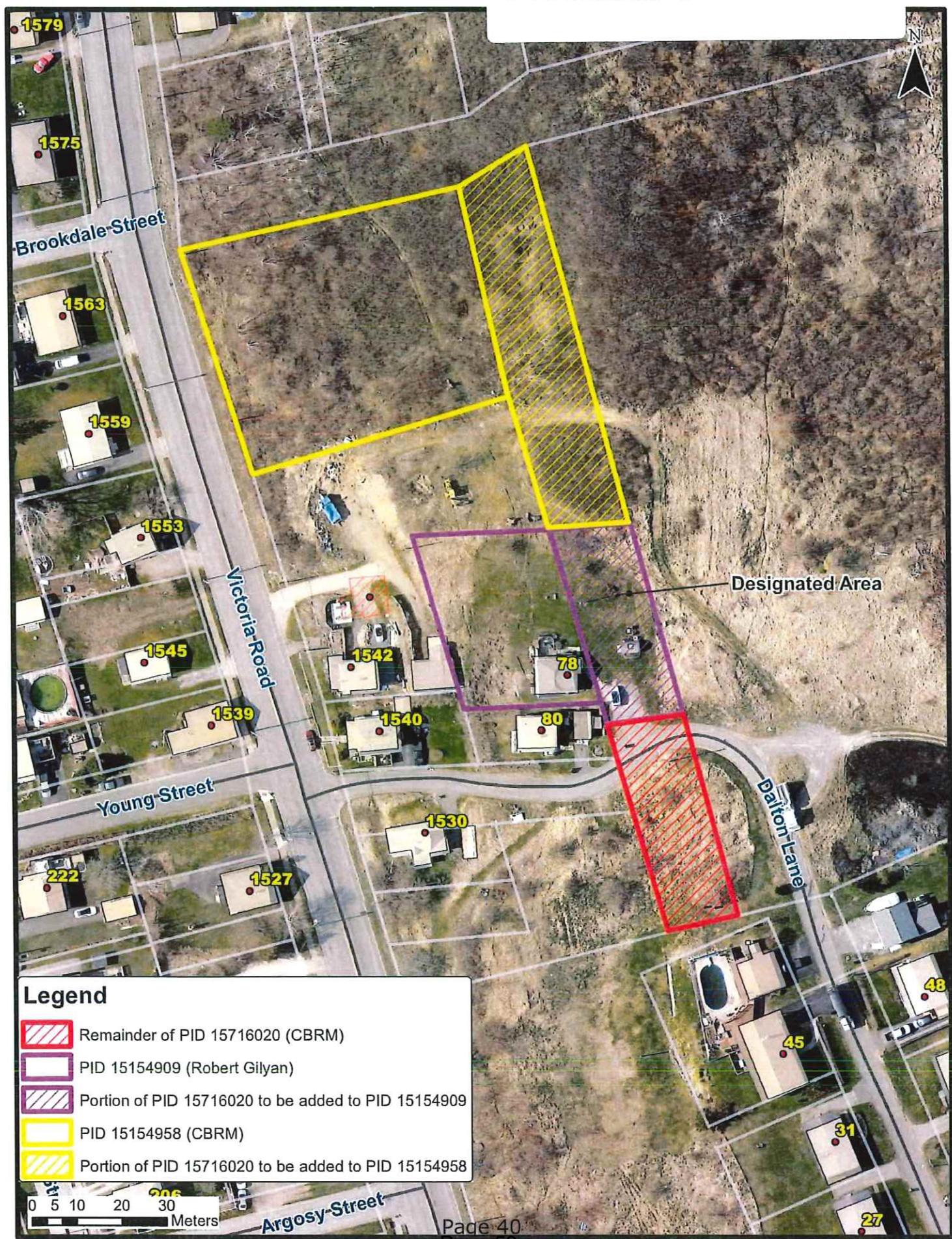
Property Online Version 1.0

This page and all contents are copyright © 1999-2025, Government of Nova Scotia, all rights reserved.

If you have comments regarding our site please direct them to: propertyonline@novascotia.ca

Please feel free to [Submit Problems](#) you find with the Property Online web site.

ATTACHMENT "B"





STAFF REPORT

TO: Members of Council

PREPARED BY: Bruce MacDonald, Manager of Emergency Management

APPROVED BY: Mark Bettens, Chief

DATE: May 13th, 2023

SUBJECT: CBRM Designated Comfort Centres Memorandums of Understanding

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

RECOMMENDATION

1. The attached Memorandums of Understanding included in Part "A" of this report, between previously designated comfort centre providers and CBRM be approved by Council.
2. The attached Memorandums of Understanding included in Part "B" of this report, between new organizations offering to become designated comfort centres and CBRM be approved by Council.

EXECUTIVE SUMMARY

The Memorandums of Understanding (MOU) included in this report are an agreement between CBRM and organizations who operate facilities interested in providing support to their community as a designed comfort centre.

Only facilities that have completed the review process as outlined in the *CBRM Designated Comfort Centres* section of the CBRM EMO Manager's staff report dated December 2nd, 2024, are included for Council's consideration.

BACKGROUND:

The comfort centres discussed within this staff report are locations that will operate on behalf of CBRM as designated comfort centres.

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

NSEMO Comfort Centre Guidelines Dated December 12, 2022

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

CBRM Designated Comfort Centres

The current list of designated comfort centres is comprised of CBRM owned locations or organizations under the broader CBRM umbrella, i.e. volunteer fire departments registered with CBRM to provide services on behalf of the municipality. Under the *NSEMO Comfort Centre Guidelines*, municipalities should sign a Memorandum of Understanding (MOU) with the organization that owns the comfort centre location¹, (if required).

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

OPTIONS/DISCUSSION:

In accordance with CBRM *Emergency Management* by-law E-100, and the CBRM EMO staff report of December 2nd, 2024, an agreement in the form of a Memorandum of Understanding (MOU) was negotiated with suitable organizations offering to support the community during an emergency as a designated CBRM comfort centre.

The MOU outlines the activation, deactivation, each party's responsibilities, and the process for the provider to be reimbursed for reasonable costs incurred when a comfort centre is activated in accordance with the agreement.

The MOUs included for your consideration are divided into two parts, Part "A" covers previously designated comfort centre providers, and Part "B" potentially new providers.

¹ NSEMO Comfort Centre Guidelines (2022) Section - Planning

Part "A" - MOUs with partner organizations previously designated as CBRM comfort centres.

Although each previously designated location is an organization included under the umbrella of CBRM Fire Services, an MOU was signed by the organizations included under part "A" to bring each provider into alignment with the designation process outlined in the CBRM EMO staff report of December 10th, 2014.

- Option 1** Council may approve all or part of the MOUs associated with previously designated CBRM comfort centres.
- Option 2** Council may request additional information or amendments to all, or part of the MOUs associated with previously designated CBRM comfort centres.
- Option 3** Council may not approve all or part of the MOUs associated with previously designated CBRM comfort centres.

Part "B" – MOUs with new organizations offering to support the community as designated comfort centres.

In accordance with CBRM's Emergency Management by-law, part "B" includes MOUs signed by organizations that were not previously designated as CBRM comfort centres. This list includes both community organizations and faith based groups that are independent of CBRM, and additional organizations under the CBRM Fire Services umbrella now offering additional support to the community.

- Option 1** Council may approve all or part of the MOUs associated with additional organizations seeking designation as CBRM comfort centres.
- Option 2** Council may request additional information or amendments to all, or part of the MOUs associated with the additional organizations seeking designation as CBRM comfort centres.
- Option 3** Council may not approve all or part of the MOUs associated with additional organizations seeking designation as CBRM comfort centres.

FINANCIAL CONSIDERATIONS:

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

RISK CONSIDERATION:

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

OTHERS CONSULTED:

CBRM EMO met with all parties interested in providing support to the community as a CBRM designated comfort centre. A full and open discussion on the process to become a designated was held covering a number of topics including, inspection requirements and the completion of any necessary corrective actions identified, the requirement for an MOU between each party, and the requirement under CBRM's Emergency Management by-law for Council's approval of each MOU.

Original signed by,

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

Part “A”

Memorandums of Understanding between

previously designated comfort centre providers and CBRM.

Memorandum of Understanding

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

Between

Cape Breton Regional Municipality

and

The Big Pond Volunteer Fire Department

1. PREABLE

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

2. PARTIES

- 2.1. This Memorandum of Understanding (hereafter known as the "MOU") is made and entered into with Dan Thomas as the authorized representative of Big Pond Volunteer Fire Department located at 7193 East Bay Hwy, Big Pond and the Cape Breton Regional Municipality (hereafter known as "CBRM").

3. DEFINITIONS

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

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

4. PURPOSE

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

5. TERM OF MOU

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

6. RESPONSIBILITIES

6.1. Big Pond Volunteer Fire Department

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

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

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

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

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

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

6.2. CBRM EMO

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

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

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

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

9. AUTHORIZING SIGNATURES

Signed on behalf of Big Pond Volunteer Fire Department

Signed on behalf of the Cape Breton Regional Municipality

Signature

Signature

Name (Print)

Donna T. Johnson

Date

Mar 19/25

Name (Print)

Date

2 |

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

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

7. TRANSITION TO A SHELTER

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

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

8. CANCELLATION OF MOU

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

9. AUTHORIZING SIGNATURES

Signed on behalf of Facility Name

Signature

Name (Print)

Date

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

Signature

Name (Print)

Date

Memorandum of Understanding

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

Between

Cape Breton Regional Municipality

and

The Boisdale Volunteer Fire Department

1. PREABLE

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

2. PARTIES

- 2.1. This Memorandum of Understanding (hereafter known as the "MOU") is made and entered into with Chief Lawrence Briand as the authorized representative of Boisdale Volunteer Fire Department located at 3810 Grand Narrows Hwy, Boisdale, B1Y-3S7 and the Cape Breton Regional Municipality (hereafter known as "CBRM").

3. DEFINITIONS

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

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

4. PURPOSE

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

5. TERM OF MOU

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

6. RESPONSIBILITIES

6.1. Boisdale Volunteer Fire Department

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

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

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

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

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

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

6.2. CBRM EMO

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

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

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

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

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

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

7. TRANSITION TO A SHELTER

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

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

8. CANCELLATION OF MOU

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

9. AUTHORIZING SIGNATURES

Signed on behalf of Boisdale Volunteer Fire Department



Signature

Lawrence Briand

Name (Print)

Feb 27th 25

Date

Signed on behalf of the Cape Breton Regional Municipality

Signature

Name (Print)

Date

Memorandum of Understanding

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

Between

Cape Breton Regional Municipality

and

The Glace Bay Fire Hall

1. PREABLE

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

2. PARTIES

- 2.1. This Memorandum of Understanding (hereafter known as the "MOU") is made and entered into with Chief John Chant as the authorized representative of The Glace Bay Fire Hall located at 87 Reserve Street, Glace Bay and the Cape Breton Regional Municipality (hereafter known as "CBRM").

3. DEFINITIONS

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

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

4. PURPOSE

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

5. TERM OF MOU

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

6. RESPONSIBILITIES

6.1. The Glace Bay Fire Hall

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

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

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

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

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

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

6.2. CBRM EMO

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

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

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

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

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

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

7. TRANSITION TO A SHELTER

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

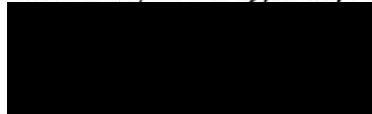
7.2. CBRM EMO will provide advance determination of the suitability of the Facility for use as a comfort centre and/or as an emergency shelter.

8. CANCELLATION OF MOU

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

9. AUTHORIZING SIGNATURES

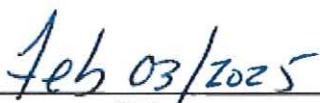
Signed on behalf of The Gagetown Fire Hall



Signature

John Chant

Name (Print)

Feb 03/2025

Date

Signed on behalf of the Cape Breton Regional Municipality

Signature

Name (Print)

Date

Memorandum of Understanding

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

Between

Cape Breton Regional Municipality

and

The Grand Lake Road Volunteer Fire Department

1. PREABLE

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

2. PARTIES

- 2.1. This Memorandum of Understanding (hereafter known as the "MOU") is made and entered into with Adrian Langlois, Building Manager as the authorized representative of Grand Lake Road Volunteer Fire Department located at 850 Grand Lake Road and the Cape Breton Regional Municipality (hereafter known as "CBRM").

3. DEFINITIONS

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

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

4. PURPOSE

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

5. TERM OF MOU

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

6. RESPONSIBILITIES

6.1. Grand Lake Road Volunteer Fire Department

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

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

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

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

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

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

6.2. CBRM EMO

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

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

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

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

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

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

7. TRANSITION TO A SHELTER

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

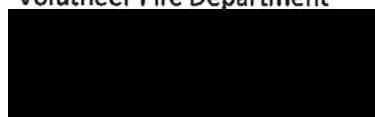
7.2. CBRM EMO will provide advance determination of the suitability of the Facility for use as a comfort centre and/or as an emergency shelter.

8. CANCELLATION OF MOU

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

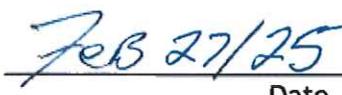
9. AUTHORIZING SIGNATURES

**Signed on behalf of Grand Lake Road
Volunteer Fire Department**



Signature

ADRIAN H. Angers
Name (Print)



Date

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

Signature

Name (Print)

Date

Memorandum of Understanding

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

Between

Cape Breton Regional Municipality

and

The Howie Centre Community Fire Hall

1. PREABLE

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

2. PARTIES

- 2.1. This Memorandum of Understanding (hereafter known as the "MOU") is made and entered into with Chief Jim Prince as the authorized representative of Howie Centre Community Fire Hall located at 47 Tomyetary Drive, Howie Centre and the Cape Breton Regional Municipality (hereafter known as "CBRM").**

3. DEFINITIONS

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

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

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

7. TRANSITION TO A SHELTER

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

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

8. CANCELLATION OF MOU

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

9. AUTHORIZING SIGNATURES

Signed on behalf of Howie Centre Community
Fire Hall [REDACTED]

[REDACTED] Signature

JIM PRINCE CHIEF
Name (Print)

FEB 8/25
Date

Signed on behalf of the Cape Breton
Regional Municipality

[REDACTED] Signature

[REDACTED] Name (Print)

[REDACTED] Date

Memorandum of Understanding

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

Between

Cape Breton Regional Municipality

and

The Louisbourg Volunteer Fire Department

1. PREABLE

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

2. PARTIES

- 2.1. This Memorandum of Understanding (hereafter known as the "MOU") is made and entered into with Chief Leo Carter as the authorized representative of Louisbourg Volunteer Fire Department located at 7485 Main Street, Louisbourg and the Cape Breton Regional Municipality (hereafter known as "CBRM").

3. DEFINITIONS

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

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

4. PURPOSE

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

5. TERM OF MOU

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

6. RESPONSIBILITIES

6.1. Louisbourg Volunteer Fire Department

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

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

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

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

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

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

6.2. **CBRM EMO**

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

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

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

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

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

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

7. TRANSITION TO A SHELTER

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

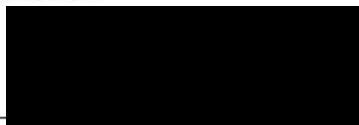
7.2. CBRM EMO will provide advance determination of the suitability of the Facility for use as a comfort centre and/or as an emergency shelter.

8. CANCELLATION OF MOU

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

9. AUTHORIZING SIGNATURES

Signed on behalf of Louisbourg Volunteer Fire Department



Signature

hEO Carter

Name (Print)

Feb 12/25

Date

Signed on behalf of the Cape Breton Regional Municipality

Signature

Name (Print)

Date

