



Cape Breton Regional Municipality

Committee of the Whole Agenda

Tuesday, April 14, 2026

10:00 a.m.

Council Chambers

Second Floor, City Hall

320 Esplanade, Sydney, Nova Scotia

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Land Acknowledgement**Roll Call**

1. **Approval of Agenda:** (Motion required)
2. **Approval of Minutes:** (Previously circulated)
 - Committee of the Whole Minutes – December 2, 2025
3. **Presentations**
 - 3.1 **Extended Producer Responsibility (EPR) – Safe Sharps:**
Roschell Clarke, Regional Educations Coordinator; Steven MacNeil, Councillor District Eight (See page 5)
4. **Corporate Services Issues**
 - 4.1 **Alano Club Association / Lease Renewal:** Demetri Kachafanas, KC, Chief Administrative Officer (See page 26)
 - 4.2 **Wash Brook Wetland Compensation Project (Port Morien Wastewater - Treatment Plant):** Matthew Viva, Senior Manager, Engineering Services (See page 32)
 - 4.3 **Request to Deem Municipal Property Surplus - Ryan Street, Scotchtown (District 11):** Sheila Kolanko, Property Manager (See page 78)
5. **Council Agenda Requests**
 - 5.1 **Illegal Dumping:** Councillor Kim Sheppard-Campbell (See page 81)
 - 5.2 **Point Edward Marine Inc. and CBRM Lease/Sale Agreement:** Councillor Earlene MacMullin (See page 82)
 - 5.3 **Extended Producer Responsibility (EPR) Program for Sharps Disposal:** Councillor Steven MacNeil (See page 83)

- 5.4 Budget Line 8150 Fire Services:** Councillor Gordon MacDonald (See page 84)

6. Correspondence

- 6.1 Catalone Lake Bridge:** Fred Tilley, Minister of Public Works (See page 85)
- 6.2 Blood Collection Service in Cape Breton Regional Municipality:** Michelle Thompson, Minister of Health and Wellness (See page 87)
- 6.3 New Home Research Project:** Meaghan Mason, Efficiency Nova Scotia (See page 90)
- 6.4 Accessibility Funding:** Mayor Cecil P. Clarke (See page 91)
- 6.5 Fleet Plan and Additional Mechanics:** Lawrence Briand, CBRFCA Chairperson (See page 92)

Adjournment

Safe Sharps Committee Update – March 18th 2026

Summary

Sharps are increasingly being encountered within Nova Scotia's waste management systems, posing safety risks for waste workers and the public. Monitoring at recycling facilities and bottle depots, along with municipal reporting on illegal dumping, indicates that sharps are regularly entering the waste stream and appearing in community spaces. Current tracking only captures a portion of the issue, suggesting the overall scale is likely higher than reported.

In response, the Safe Sharps Sub-Committee through the Solid Waste Regional Coordinators recommend establishing a **province-wide Extended Producer Responsibility (EPR) program for sharps**, covering both residential and commercial sources. Moving from the current underfunded voluntary approach to a mandatory, funded EPR program which are similar to programs operating in other Canadian provinces would improve disposal access, educational materials, increase system reliability, and enhance safety for workers and communities across Nova Scotia.

Background

For years, the occurrences of sharps in Solid Waste streams and communities have continued to cause Occupational Health and Safety Hazards in Nova Scotia from workers to the public (Appendix A). The Safe-Sharps Sub Committee has been working Since January 2024 providing feedback and recommendations to the Solid Waste Regional Coordinators, Regional Chairs and Nova Scotia Environment and Climate Change (NSECC). The goal has been to identify challenges with the current **Voluntary Funded Sharps Program** in Nova Scotia, find opportunities for improvement and provide educational assistance where required.

Committee Work

2024

Voluntary Funded Sharps Program Investigation – Met with the Pharmacy Association of Nova Scotia (PANs) to identify their challenges. Noted that this is a voluntary program for their own clients, with no education funding. Funds were voluntarily paid by Sharp Manufacturers, with no ability to force payment. Funds changed each year so pail availability and pick up frequency was determined by limited budget, not community access.

Pharmacy Investigations – Visited 66 Pharmacies in CBRM, Inverness and Colchester. Summary included limited pail supply, inconsistent availability and turning people away at times.

Improved Education – Worked with PANs to improve educational material, highlight impact on front facing staff. Ran Awareness campaign across province for Sharps Injury Awareness Month using additional Municipal Resources.

Incident Monitoring Project – April to September 2025 worked on collecting information to NSECC reporting occurrences at 5 Material Recovery Facilities (MRFs) and Bottle Depots across NS. Found 1830 needles on sorting lines/depots. Represented below in Figure 1. These happened over 108 occurrences for an average of 17 sharps per occurrence.

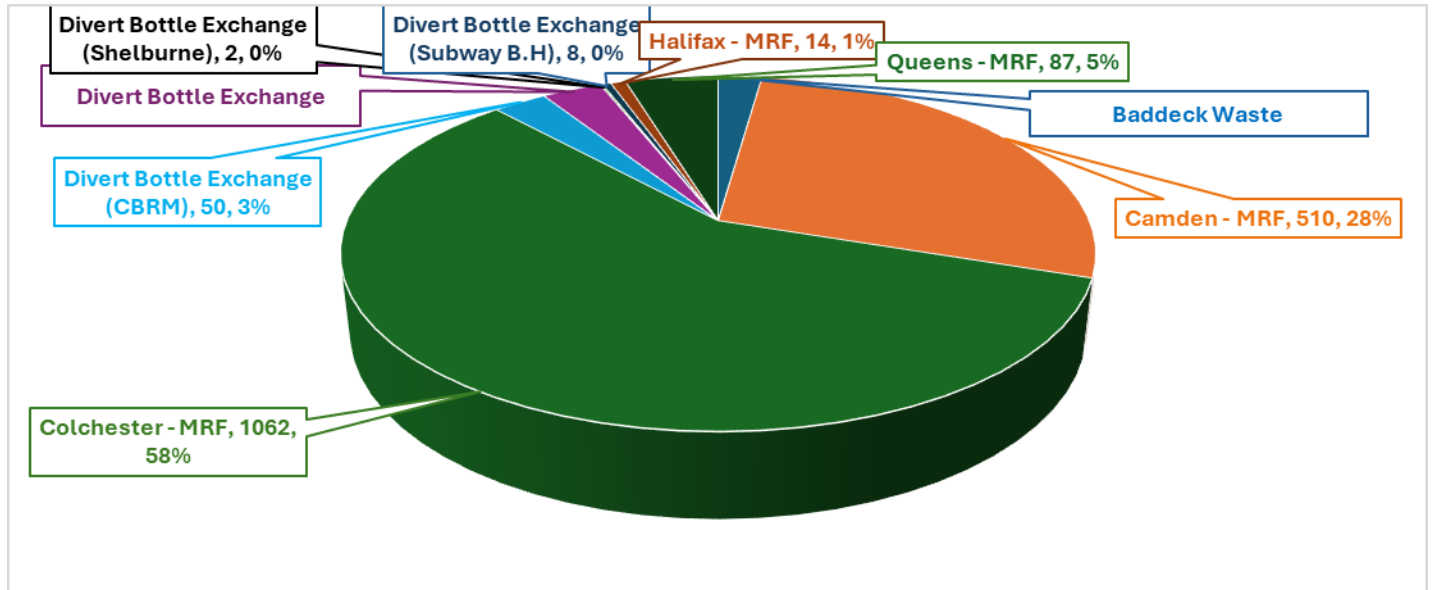


Figure 1: Total Incidences and Occurrences of Sharps in Various MRF's across Nova Scotia

Further information collection occurred in 2025 beyond the tracking trial. Totals are noted below in Table 1. Notable Colchester continued close monitoring showing another 500+ sharps coming up sorting lines.

Recycling Facility	Sum of # of Sharps
Baddeck Waste Management	41
Camden - MRF	510
Colchester - MRF	1461
Divert Bottle Exchange (CBRM)	50
Divert Bottle Exchange (Comeau's Bottle Exchange)	56
Divert Bottle Exchange (Shelburne)	2
Divert Bottle Exchange (Subway B.H)	8
Halifax - MRF	14
Queens - MRF	87
Grand Total	2229

Recommendations

With no mandatory requirement to provide funding, manufacturers of sharps/needles in Nova Scotia are not taking responsibility for their products. Considering the high level of Health and Safety concerns that used needles possess for front line staff and communities, a requirement for a fully funded EPR program is recommended for both residential and commercial sharps. **Next steps should include discussing framework of new program with NSECC, PANs, Regional Coordinators and other relevant stakeholders.**

Appendix A: 2025 Sharp Reporting Examples



Figure 2: Colchester, Illegal dump March 27th, 2025

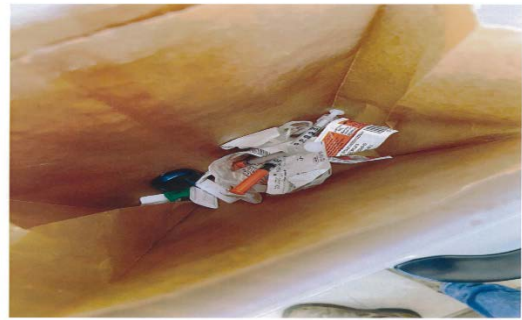


Figure 3: Windsor, Community Center. Feminine Product Disposal – March 27th, 2025



Figure 4: Colchester, Recycling Sorting Line – April 24th 2025



Figure 5: Lawrencetown, Transfer Facility – April 16th 2025



Figure 6: Yarmouth, Senior's Home – March 25th 2025



Figure 7: Illegal Dumpsite, Guysborough County - May 29th, 2025

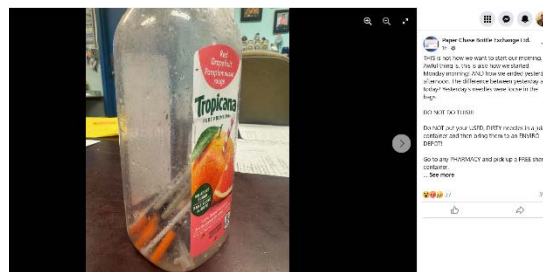


Figure 8: Yarmouth, Paper Chase Bottle Exchange – March 25th 2025

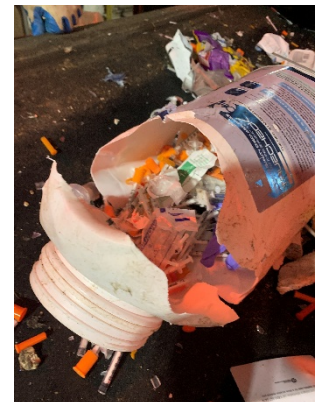


Figure 9: Colchester, Recycling Sorting Line – January 8th 2025



Figure 10: Sidewalk, Middleton Nova Scotia - March 27, 2025



Extended Producer Responsibility (EPR)

Safe sharps

Safe Sharps Program

- ▶ The province of Nova Scotia has a Voluntary Safe Sharps Program in place that is operated by the Pharmacy Association of Nova Scotia (PANS).
- ▶ The program has been in place since 2001.
- ▶ When the Safe Sharps Program first started, it was a joint effort between PANS, The Canadian Diabetes Association (NS division) and the Department of Environment and Labour (Department of Environment & Climate Change).
- ▶ The producers of sharps also assisted PANS in the safe management of these sharps for home use.

How the Program Worked

- ▶ Pharmacies and the Canadian Diabetes Association Supply Centre's provided safe sharps containers free-of-charge to clients purchasing sharps for home use.
- ▶ When filled, these agencies would accept the filled containers for free and provide a new empty container to people.

Please dispose of your sharps safely. Here's how:

1

Pick up a free Safe Sharps container at your community pharmacy.



For Chronic Use



For Short Term Use

2

Place your used sharps into the Safe Sharps container.



3

When the container is full, return the sealed container to your community pharmacy.

Safe Sharps Program Today

- ▶ The program has changed over the years.
- ▶ The current Safe Sharps Program is still voluntary and run by PANS.
- ▶ Because the program is voluntary, there are some producers and suppliers that do not contribute to the program therefore leaving the program underfunded.
- ▶ Most pharmacies only accept filled safe sharps containers from their clientele/customers.



Safe Sharps Program Challenges



- ▶ Some pharmacy's still experience safe sharp container shortages. This was a province-wide issue that was brought to the forefront during covid.
- ▶ If a pharmacy does not have an empty sharps container to provide a customer, they are often being told to place used needles in plastic bottles, a small pail with a lid, etc.
- ▶ Many pharmacies experience problems with the removal of filled containers. Pickup was inconsistent. This leads to spacing issues for smaller pharmacies who don't always have the room to store containers.

Safe Sharps Program Challenges



- ▲ Pharmacies only accept needles from clients who use sharps for a medical reason. Pharmacies do not accept non-program safe sharps containers, and many pharmacies only accept filled containers from their clients/customers.
- ▲ Sharps generated from other sources such as businesses, healthcare agencies, vet clinics or from recreational users are not part of the safe sharps program.

Safe Sharps Program Gaps

▶ Program limitations could be one of the reasons why municipalities and regions are seeing an increase in the unsafe disposal practices associated with used needles and sharps.

▶ Used needles are getting disposed of inside garbage and blue bags.

▶ Used needles are found in communities across NS. It is common to find needles on sidewalks, in parking lots, at recreational sites where children play, school grounds, beaches, etc.



Tracking Incidents of Used Sharps

- ▶ The unsafe disposal practices of used needles and sharps is also a province-wide issue and is not an isolated problem.
- ▶ Between April & September of 2025, regions asked MRF's and Enviro-Depots across the province to track incidents of sharps showing up on sort lines and in refundable bags.



Tracking Incidents of Used Sharps

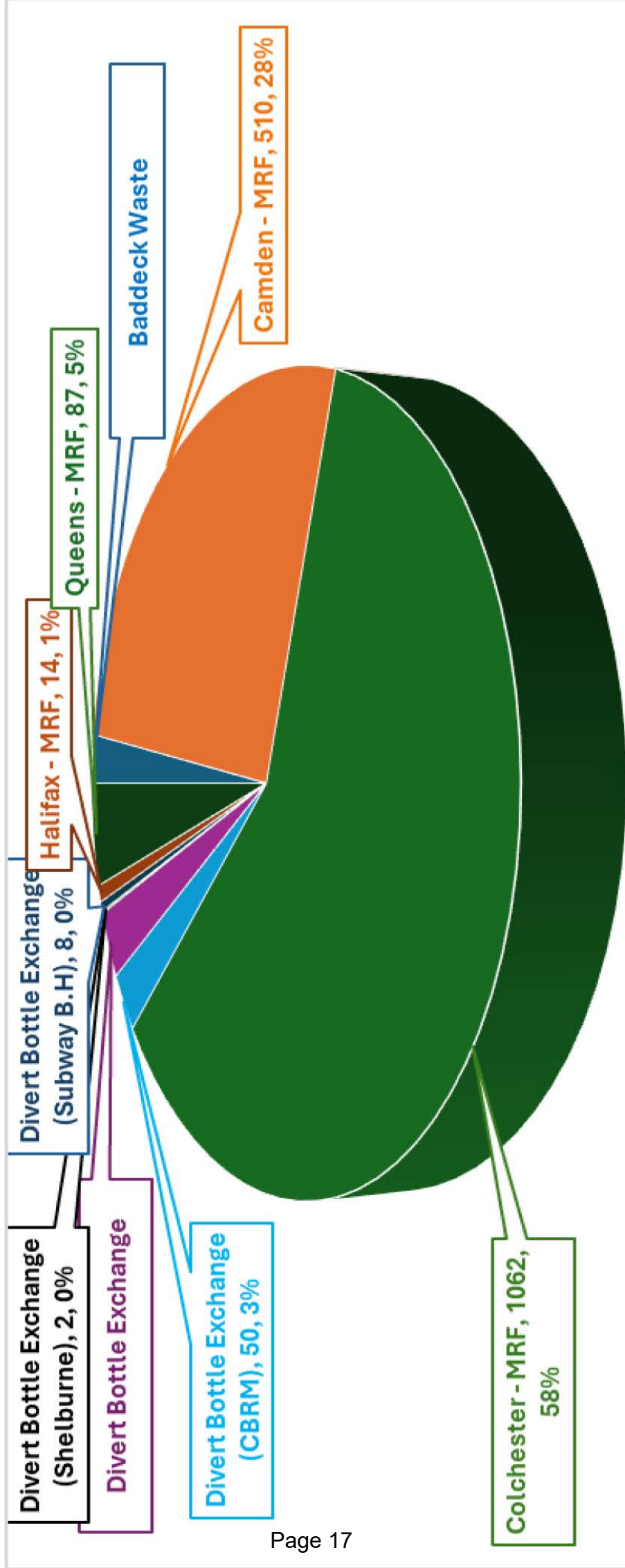


Figure 1: Total Incidences and Occurrences of Sharps in Various MRF's across Nova Scotia

Tracking Incidents of Used Sharps

- ▶ Additional reports received about sharps being located at MRF's and Enviro-Depots between September 2025 and February 2026.

Recycling Facility	Sum of # of Sharps
Baddeck Waste Management	41
Camden - MRF	510
Colchester - MRF	1461
Divert Bottle Exchange (CBRM)	50
Divert Bottle Exchange (Comeau's Bottle Exchange)	56
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Queens - MRF	87
Grand Total	2229

Addressing Sharps in CBRM

9 safe sharp drop-offs were held to assist with the proper disposal of needles.

Sharps Removed From the Community:

- 1500+ safe sharps containers
- 200+ non-program containers
- 5000+ loose needles (Bags, boxes, other plastic containers)
- 35+ boxes filled with lancets



Addressing Sharps in CBRM

- ▶ These drop-offs are held to provide a way for people who have needles to properly dispose of them without encountering barriers.
- ▶ Solid Waste will accept used needles in any way people want to bring them to us. No judgement, no questions just a safe way to discard used needles.

Residents, community groups and businesses can drop-off needles the third Wednesday of every month from 8am to 4pm at the Waste Management Facility on Spar Road at no cost.



Addressing Sharps in CBRM

- ▶ Approximately 500+ needles were removed from 30 locations across the municipality. Needles are often loose, contained in bags or located in sharps containers.
- ▶ 17 reports received from collectors that noticed needles placed inside curbside bags (Garbage and blue bags) or located loose near curbside.



Why Used Sharps should be A Concern

- ▶ The purpose of the Safe Sharps Program was designed to keep needles and syringes out of recycling and garbage bags.
- ▶ Staff are in contact with garbage and blue bags each collection day as they remove garbage and blue bags from our curbsides.
- ▶ Staff at the Materials Recovery Facility handle blue bags once they arrive at the facility to get processed.
- ▶ These bags are handled by our collectors who remove the bags from the curb and by the sorters who are responsible for emptying the contents and sorting the blue bag materials by hand.
- ▶ Loose needles placed in the garbage or blue bags can stick a collector or a sorter who is sorting the materials that arrive at the MRF.



Keeping our Staff & Community Safe

- ▶ Occupational Health and Safety is paramount.
- ▶ Hidden dangers in the garbage or blue bags is a serious problem our staff are confronted with each time they carry out their job duties.
- ▶ There are increased reports of used needles being found throughout the community.
- ▶ Moving from a voluntary program to a mandatory safe sharps program is the **safe thing to do**. It doesn't only protect our waste industry workers, it shows how industry is taking responsibility for the proper management of used needles, syringes and other sharps.

Next steps

- ▶ The existing voluntary program only serves and manages needles generated by individuals who obtain sharps by a medical prescription. The current program does not address sharps generated by other sources.
- ▶ Municipalities and Regions are required to safely manage used needles and sharps that keep showing up in the waste streams or in our communities.
- ▶ With no mandatory requirement to provide funding, producers of needles generated in Nova Scotia are not taking responsibility for their products.

Next steps

- ▶ Considering the risks and the high level of Health and Safety concerns, that used needles possess for front line staff and communities, Regional Chairs believe producers must be held accountable.
- ▶ This can only happen if the Nova Scotia Environment and Climate Change establish a mandated EPR program for Safe Sharps. Holding the producers accountable for the full life cycle of their product is the safe thing to do.

Thank You



CBRM

A Community of Communities

Memo

TO: Committee of the Whole

FROM: Colin Fraser

SUBJECT: Alano Club Association / Lease Renewal

DATE: April 14, 2026

BACKGROUND:

CBRM owns property located at 10 McKeen Street, Glace Bay, which we have been leasing to the Alano Club Association (formerly named the Glace Bay Unity Club) since 2007. The property is used as a community space by the Club, and is primarily used for the purpose of hosting Alcoholics Anonymous meetings.

CBRM has been leasing this property to the Association on a year-to-year basis, however the Association has asked that we enter a longer term lease with them in order to allow them to more easily apply for various grants and funding programs. We have suggested a five-year term renewal on the same terms and conditions as the previous lease. Under the existing terms, the Association pays a nominal rent of \$1.00 per annum to the CBRM. The Association is responsible for all upkeep and maintenance of the property, at its own expense. A copy of the previous one-year lease is attached for reference.

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

RECOMMENDATION:

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

Submitted by:

Colin Fraser
Legal Researcher

THIS INDENTURE made this 4th day of February, 2025.

BETWEEN:

CAPE BRETON REGIONAL MUNICIPALITY, a body corporate and politic, of Sydney, in the Cape Breton Regional Municipality, Province of Nova Scotia;
(hereinafter referred to as the "Lessor")
OF THE ONE PART

- and -

ALANO CLUB ASSOCIATION (ACA), a body corporate incorporated under the laws of the Province of Nova, with its head office in Glace Bay, in the County of Cape Breton, Province of Nova Scotia.

(hereinafter referred to as the "Lessee")
OF THE OTHER PART

WHEREAS the Lessor owns a building and property located at 10 McKeen Street, Glace Bay;

AND WHEREAS the property is surplus to the needs of the Lessor;

AND WHEREAS the Lessee wishes to make use of the building and property for activities in which the Association is involved.

AND WHEREAS the Lessor offers to lease/lend the building and property to the Lessee;

AND WHEREAS the Lessee has agreed to enter into a lend/lease agreement for the use of the building and property;

WITNESSETH that in consideration of the payment of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and the rents covenants and agreements hereinafter contained on the part of the Lessor and Lessee, the parties hereto mutually and severally covenant and agree as hereinafter set forth:

THE DEMISED PREMISES

The Lessor agrees to lease to the Lessee property and buildings on said property civically known as 10 McKeen Street, Glace Bay, Nova Scotia and further described in Schedule "A" attached hereto, and owned by the Cape Breton Regional Municipality , hereinafter called the "Leased Equipment."

LEASE TERM

Duration

The duration of this Lease shall be for a period of one (1) year commencing on the 1st day of February, 2025, and ending on the 31st day of January, 2026, unless the lease is sooner terminated as provided herein.

Termination

Either party may terminate the lease upon sixty days written notice to the other party.

RENTAL

Covenant to Pay

The Lessee shall, during the term of this lease, pay unto the Lessor all rent in accordance with the terms of this lease.

Rent

The Lessee shall pay to the Lessor in advance on the 1st day of the first month of the term of the Lease the sum of \$1.00.

USE OF PREMISES

Use of Premises

The Lessee shall use the leased property solely for the purpose of carrying out the activities of the Lessee.

LESSOR'S COVENANTS

The Lessor agrees during the currency of this Agreement to provide the Lessee with possession and quiet enjoyment of the leased equipment for the terms of this Lease.

MAINTENANCE, REPAIRS AND ALTERATIONS

Maintenance and Repairs

The Lessee shall at its own expense, during the term of the lease, well and sufficiently maintain and keep the leased equipment in good condition.

The Lessee shall immediately repair or replace at its own cost any and all damages or wear and tear of the said equipment, caused by the use of the said equipment by the Lessee, its agents, servants, invitees or guests, with or without any notice by the Lessor to the Lessee, and if such repairs are not completed by the Lessee as aforesaid, it shall constitute a breach of covenant under this lease.

Such repairs and maintenance shall be carried out with the same or equivalent materials as currently exists therein.

Alterations and Leasehold Improvements

The Lessee shall not make any alterations or improvements to the leased equipment without first obtaining the consent in writing of the Lessor.

DAMAGE OR DESTRUCTION OF THE PREMISES

The Lessor and Lessee agree that in case the said leased shall be destroyed by the Queen's enemies, explosion, fire, lightning, earthquake, the elements or similar cause or peril, or be so injured as to be reasonably unfit for the business purposes of the Lessee and not capable of repair or restoration within thirty (30) days (notwithstanding the covenants to repair), the term hereby demised shall cease, and the rents shall be apportioned up to the time of the casualty; and if the said premises are capable of repair within thirty (30) days, the term hereunder shall not cease and the rents shall continue to be payable, if the Lessor when notified of the casualty with reasonable diligence attempts to effect repairs caused by the casualty within a period of thirty (30) days.

The Lessor shall not be liable for any injury or damage to any person or property at any time in or upon the leased equipment.

SUBLET, ASSIGNMENT

The Lessee shall not during the term hereof assign, sublet or sublease or otherwise by any act or deed cause or permit the leased equipment or any part thereof to be assigned, sublet, subleased or transferred without the prior written consent of the Lessor which consent may be reasonably withheld.

INTERPRETATION

Obligations as Covenants

Each obligation or agreement of the Lessor or Lessee expressed in this Lease, even though not expressed as a covenant, is for all purposes considered to be a covenant.

Headings

The headings introducing sections and articles in this Lease are inserted for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such sections or articles.

Partial Invalidity

If for any reason whatsoever any term, covenant or condition of this Lease, or the application thereof to any Person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition: (a) is deemed to be independent of the remainder of this Lease and to be severable and divisible therefrom and its invalidity, unenforceability or illegality does not affect, impair, or invalidate the remainder of this Lease or any part thereof; and (b) continues to be applicable to and enforceable to the fullest extent permitted by law against any Person and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

Modification of Lease

Failure of either party to insist upon strict performance of any covenant or condition of this Lease or to exercise any right or option hereunder shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, right or option. No assent or consent to any variation of any covenant or condition of this Lease shall be valid unless done in writing and identified with this Lease. The acceptance of any rent or the performance of any obligation hereunder by a person other than the Lessee shall not be construed as an admission by the Lessor of any right, title or interest of such person as sublessee, assignee, transferee, or otherwise in the place and stead of the Lessee.

Notice

Any notice which either of the parties is required or permitted to give pursuant to this Lease shall be deemed to be duly given, if intended for the Lessee, when delivered personally or when sent by registered mail to the Lessee at 12 Crescent Drive, Glace Bay, Nova Scotia, B1A 2J4, and if intended for the Lessor, when delivered personally or when sent by registered mail to the Lessor at 320 Esplanade, Sydney, Nova Scotia, B1P 7B9, or such other address as the Lessor may from time to time designate in writing.

Breach of Covenants

Failure to adhere to any of the covenants or conditions of this Lease will render the Lease null and void and will require the return of the leased equipment to the CBRM at Public Works North from where it came at the sole cost of the Lessee.

Entire Agreement

This Lease sets forth all the representations between the Lessor and the Lessee concerning the leased equipment, and there are no representations, either oral or written, between them other than those in this Lease.

No alteration, amendment, change or addition to this Lease shall be binding on the Lessor or the Lessee unless in writing and signed by each of them.

Governing Law

This Lease shall be interpreted in accordance with, and governed by, the laws of

the Province of Nova Scotia.

IN WITNESS WHEREOF the Cape Breton Regional Municipality and the Alano Club Association (ACA) have caused this Lease to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

DATED AT Sydney, in the)
Cape Breton Regional Municipality)
Province of Nova Scotia, this 4th)
day of February, A.D., 2025)

CAPE BRETON REGIONAL
MUNICIPALITY

~~Per: Demetri Kachafanas~~
Interim Chief Administrative
Officer

witness)

ALANO CLUB ASSOCIATION
(ACA)

~~Per: Stanley Peach~~

witness)

Per: Gerard Boudreau



STAFF REPORT

To: CBRM Council
Submitted by: Demetri Kachafanas, CAO
Date: April 14th, 2026
Subject: Wash Brook Wetland Compensation Project (Port Morien Wastewater - Treatment Plant)

ORIGIN

Staff initiated.

RECOMMENDATION

It is recommended that the Committee of the Whole recommend that CBRM Council:

1. Approve the use of identified CBRM-owned lands along the Wash Brook for the purpose of constructing wetland compensation areas required under the Port Morien Wastewater Treatment Plant Project; and
2. Approve that these lands be protected from future disturbance in accordance with Nova Scotia Environment and Climate Change (NSECC) requirements and the terms of the agreement with ACAP Cape Breton.

BACKGROUND

As part of the construction of the Port Morien Wastewater Treatment Plant, a natural wetland was altered. In accordance with Nova Scotia Environment and Climate Change (NSECC) requirements, CBRM obtained a Wetland Alteration Approval (attached) which includes a condition to compensate for wetland loss, resulting in a requirement to restore 2.8 hectares of wetland habitat.

To meet this requirement, CBRM has partnered with ACAP Cape Breton to design and implement a wetland compensation project within the Wash Brook watershed in Sydney, on land currently owned by CBRM.

As part of the NSECC approval process, a Long-Term Protection and Stewardship Agreement is required to define roles and responsibilities and to ensure the compensation sites are protected over time.

This work is a regulatory requirement tied directly to the previously approved Port Morien Wastewater Collection and Treatment Project and is necessary to close out the associated environmental approval.

DISCUSSION

The proposed wetland compensation areas will be constructed on identified CBRM properties (see attached map) along the Wash Brook and are designed to restore natural wetland function and habitat.

The areas identified for wetland compensation are predominantly low-lying, wet areas adjacent to the Wash Brook that are already influenced by groundwater and seasonal flooding. As such, these lands are not considered suitable for future development or other municipal uses.

As required by NSECC, these lands must be protected from future disturbance to ensure the long-term success of the compensation works. The draft agreement between CBRM and ACAP outlines these requirements, including long-term protection of the sites. Legal review has been completed and no outstanding concerns remain.

ACAP will complete the design, construction, and post-construction monitoring of the wetlands and will provide a brief presentation to Council outlining the proposed works and benefits of the project.

FINANCIAL IMPLICATIONS

There are **no costs to CBRM or its residents**. All costs associated with the wetland compensation project are fully funded within the approved budget for the Port Morien Wastewater Collection and Treatment Project, which is fully funded by the provincial and federal governments.

COMMUNITY ENGAGEMENT

ACAP has been working with the surrounding community to discuss the project concept. Specific groups include Tomorrow's Legends, the Sydney ballfield groups, active transportation & Washbrook Greenway Coalition, Southend Public Gardens, Brookland Elementary & Sherwood Park Education Centre, and St. Marguerite Bourgeoys Parish. In 2025, ACAP hosted a community walk through the sites.

Future work will include:

- Community walks and tours (general public, CBRM councillors/staff as interested)
- Local school and youth program activities on site
- Communication package, including online content and on-site signage

ALTERNATIVES

Committee of the Whole could choose to recommend that CBRM Council not approve the use of identified CBRM-owned lands for the wetland compensation project, which would require CBRM to identify an alternative approach to satisfy the NSECC Wetland Alteration Approval requirements.

LEGISLATIVE AUTHORITY

Nova Scotia Environment Act and Wetland Alteration Approval No. 2022-3058282-00

ATTACHMENTS

1. Long Term Protection & Stewardship Agreement
2. Location Mapping of Proposed Wetland Areas
3. NSECC Wetland Alteration Approval
4. ACAP Compensation Plan

**AGREEMENT FOR
WETLAND COMPENSATION SITE –
WASH BROOK WETLAND NETWORK**

LONG-TERM PROTECTION & STEWARDSHIP

THIS AGREEMENT is made as of the ____ day of _____, 20 (the “Effective Date”)

BETWEEN:

Cape Breton Regional Municipality, a municipal corporation incorporated under the laws of Nova Scotia
 (“CBRM” or “Steward”)

AND

Atlantic Coastal Action Program – Cape Breton, a non-profit organization
 (“ACAP” or “Restoration Partner”)

CBRM and ACAP are collectively referred to as the “Parties.”

1. BACKGROUND AND PURPOSE

1.1 This Agreement is entered into to fulfill the wetland compensation requirements of the Port Morien Wastewater Treatment Plant Project Wetland Alteration Approval (Project No. 2002-3058282-00) issued by Nova Scotia Environment and Climate Change (NSECC).

1.2 Construction of the Port Morien Wastewater Treatment Plant resulted in the alteration of 1.4 hectares of wetland habitat. As directed by NSECC, compensation is required at a 2:1 ratio, resulting in a total compensation requirement of 2.8 hectares of restored wetland habitat.

1.3 CBRM has contracted ACAP to develop and implement a wetland restoration offsetting project within the Wash Brook floodplain in Sydney, Nova Scotia, which has been approved by NSECC as the compensation site.

1.4 The wetland restoration areas subject to this Agreement are located on lands owned and stewarded by CBRM, associated with the following Property Identification Numbers (PIDs): 15093115, 15710890, 15710908, 15710916, 15092877, 15538077, 15092570, and 15709629, as shown on the mapping attached as Schedule A.

1.5 The purpose of this Agreement is to:

- Define roles, responsibilities, and restrictions applicable to the Parties;
 - Ensure compliance with the Nova Scotia Wetland Conservation Policy, the Environment Act, and conditions of approval issued by NSECC;
 - Secure the long-term protection of the wetland compensation areas; and
 - Establish a framework for post-restoration monitoring and long-term stewardship of the compensation site.
-

2. DEFINITIONS

For the purposes of this Agreement:

“Compensation Site” means the wetland restoration areas located on the Property and identified in Schedule A.

“Long-term Management” means management of the Compensation Site following the achievement of all performance standards, intended to ensure the site continues to meet ecological objectives.

“Monitoring” means post-restoration ecological monitoring conducted to assess vegetation establishment, invasive species presence, hydrological function, and overall site condition.

“Restricted Activities” means activities prohibited or limited under this Agreement and listed in Section 7.

3. TERM AND INTENT

3.1 This Agreement shall remain in effect for a minimum term of ten (10) years from the Effective Date.

3.2 The Parties acknowledge that the primary objective of this Agreement is to secure the Compensation Site in perpetuity, to the extent permitted by law, in recognition that wetland area was permanently lost elsewhere and this site provides required compensation. The Parties further acknowledge that the obligations for long-term protection and stewardship contained herein are intended to continue indefinitely, consistent with the policy goal to prevent net loss of wetlands in Nova Scotia.

3.3 Notwithstanding the intent to protect the Compensation Site in perpetuity, the Parties acknowledge that CBRM's obligations under this Agreement are limited to those expressly set out herein and do not extend to ongoing financial commitments, active maintenance, or future restoration works unless otherwise agreed in writing.

4. LAND PROTECTION AND REGULATORY STATUS

4.1 CBRM acknowledges that the Compensation Site is protected under the Environment Act and the Nova Scotia Wetland Conservation Policy.

4.2 No wetland alteration within the Compensation Site shall be undertaken unless approved by NSECC and only where one or more of the following conditions apply:

- The alteration provides a necessary public function consistent with a Wetland of Special Significance;
 - Maintenance is required to maintain, restore, or improve wetland function; or
 - Risks or challenges threaten completion of the compensation project and project abandonment conditions are met, including:
 - No risk to public or private infrastructure or property;
 - Restoration of the site to a condition similar to, but not worse than, pre-restoration;
 - Ongoing monitoring following abandonment; and
 - Fulfillment of the compensation obligation through a similar restoration project.
-

5. ROLES AND RESPONSIBILITIES

5.1 Cape Breton Regional Municipality (CBRM)

CBRM agrees to:

- Own and protect the Compensation Site from unauthorized alteration;

- Integrate spatial data into internal municipal management systems and share it with relevant departments; and
- Support long-term stewardship of the Compensation Site, limited to passive protection of the site (including preventing unauthorized alteration or disturbance), and not including any obligation to undertake active maintenance, rehabilitation, monitoring, or capital works unless otherwise agreed to in writing by the Parties.

5.2 Atlantic Coastal Action Program – Cape Breton (ACAP)

ACAP agrees to:

- Implement the approved wetland restoration activities;
- Undertake minor maintenance necessary to support vegetation establishment and invasive species control;
- Conduct post-restoration monitoring for a period of five (5) years;
- Provide monitoring data and reports to CBRM;
- Be responsible for the design and implementation of the Compensation Site and for undertaking any corrective actions required during the monitoring period to ensure the site meets NSECC performance requirements.

6. ACCESS RIGHTS

CBRM grants ACAP and representatives of NSECC the right to access the Compensation Site for the purposes of restoration, monitoring, maintenance, inspection, evaluation, and regulatory compliance, subject to reasonable notice where practicable.

7. RESTRICTED AND PROHIBITED ACTIVITIES

Unless approved in writing by NSECC, the following activities are prohibited within the Compensation Site:

- Clearing, cutting, mowing, or removal of vegetation;
- Excavation, grading, infilling, ditching, draining, or other earthworks;

- Depositing, dumping, stockpiling, or placement of snow or ice;
- Mining, drilling, or tree harvesting;
- Construction or placement of structures;
- Grazing of domesticated animals;
- Use of motorized or off-road vehicles; and
- Application of herbicides, fertilizers, or other chemical agents.

Vegetation disturbance may only occur where required for invasive species removal, plant health care, or vegetation establishment following restoration.

If trees need to be felled for safety or other necessary public functions such as the maintenance or protection of adjacent infrastructure, deadwood shall be retained and secured on site.

8. LONG-TERM MANAGEMENT

8.1 Long-term management is recognized as necessary to ensure the Compensation Site continues to meet its ecological objectives following achievement of performance standards.

8.2 Long-term management activities may include:

- Maintenance of signage and fencing;
- Maintenance of restoration structures;
- Species and habitat management;
- Periodic site inspections.

8.3 In certain cases, site protection alone may be sufficient to meet long-term management requirements.

8.4 For greater certainty, long-term management obligations of CBRM are limited to passive stewardship only. CBRM shall not be responsible for active management, restoration, repair, or replacement of any features of the Compensation Site unless such activities are required by law and mutually agreed to in writing.

9. MONITORING AND MAINTENANCE

9.1 ACAP shall conduct monitoring for five (5) years following restoration.

9.2 Where monitoring indicates that maintenance or intervention is required during the monitoring period, ACAP shall be responsible for undertaking such work. CBRM shall have no obligation to provide funding for maintenance, monitoring, or restoration activities beyond its initial project contribution under this Agreement.

9.3 Upon completion of the five (5) year monitoring period and submission of final reporting to NSECC, ACAP shall have no further obligations under this Agreement, and no further monitoring or reporting obligations shall apply to CBRM unless otherwise required by NSECC.

10. PERFORMANCE AND CONTINGENCY

10.1 In the event that the Compensation Site does not meet NSECC performance requirements during the monitoring period, ACAP shall be responsible for implementing corrective actions.

10.2 Following completion of the monitoring period, if additional measures are required by NSECC, the Parties shall meet to determine an appropriate path forward; however, CBRM shall not be obligated to undertake additional capital works or provide additional funding unless otherwise agreed.

11. SPATIAL DATA AND RECORDS

11.1 ACAP shall provide spatial mapping files and data (including shapefiles) identifying the Compensation Site initially as conceptual site design and finally as final design footprint post-restoration.

11.2 These files may be used by NSECC for compensation tracking purposes and may be made available through publicly accessible databases in the future.

12. FUTURE RESTORATION ACTIVITIES

The Parties acknowledge that the Compensation Site is located within an urban environment with a history of human use. As monitoring and research improve understanding of site

conditions, ACAP will seek additional funding to implement future restoration activities, subject to NSECC approval.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia.

14. LIMITATION OF LIABILITY AND INDEMNIFICATION

14.1 Each Party shall be responsible for its own acts, omissions, and negligence and those of its employees, agents, and contractors.

14.2 ACAP shall indemnify and hold harmless CBRM from and against any and all claims, demands, damages, liabilities, or costs arising from ACAP's design, construction, or implementation of the Compensation Site, except to the extent caused by the negligence or willful misconduct of CBRM.

14.3 CBRM shall indemnify and hold harmless ACAP from and against any and all claims arising from CBRM's ownership or use of the lands, except to the extent caused by the negligence or willful misconduct of ACAP.

15. DISPUTE RESOLUTION

15.1 In the event of a dispute arising under this Agreement, the Parties shall first attempt to resolve the matter through good faith discussions.

15.2 If the dispute cannot be resolved, the Parties may pursue mediation prior to initiating any legal proceedings.

16. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Signature: _____

Insert name

Insert title

Cape Breton Regional Municipality

Date: _____

Signature: _____

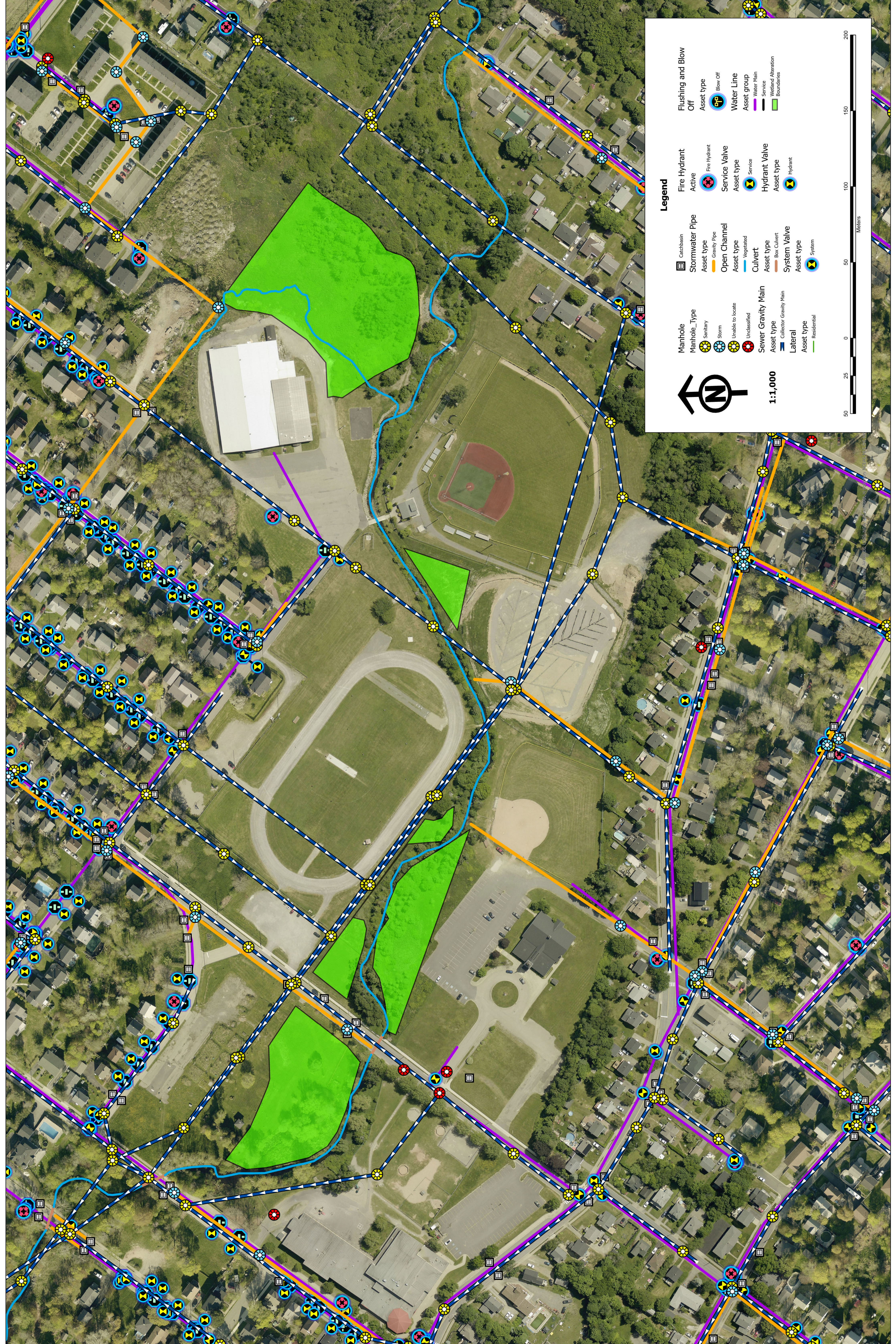
Kathleen Aikens

Executive Director

Atlantic Coastal Action Program – Cape Breton

Date: _____

Schedule A – Compensation Site Property Mapping



Legend

Catchbasin	Fire Hydrant Active	Flushing and Blow Off
Manhole Type Sanitary	Service Valve	Water Line Asset group
Manhole Type Storm	Service Valve Asset type	Water Line Water Main
Manhole Type Unable to locate	Hydrant Valve	Water Line Service
Manhole Type Unclassified	Hydrant Valve Asset type	Water Line Wetland Alteration
Sewer Gravity Main Asset type	Hydrant	Water Line Boundaries
Sewer Gravity Main Collector Gravity Main	System Asset type	
Sewer Gravity Main Lateral		
Sewer Gravity Main Residential		
Stormwater Pipe Asset type Gravity Pipe		
Stormwater Pipe Asset type Open Channel		
Stormwater Pipe Asset type Culvert		
Stormwater Pipe Asset type System Valve		

1:1,000

Scale: 0, 25, 50, 100, 150, 200 Meters

North Arrow

APPROVAL

**Province of Nova Scotia
Environment Act, S.N.S. 1994-95, c.1 s.1**

APPROVAL HOLDER: CAPE BRETON REGIONAL MUNICIPALITY

SITE PID: 15524945

APPROVAL NO: 2022-3058282-00

EXPIRY DATE: November 3, 2032

Pursuant to Part V of the Environment Act, S.N.S. 1994-95, c.1 s.1 as amended from time to time, approval is granted to the Approval Holder subject to the Terms and Conditions attached to and forming part of this Approval, for the following activity:

Water Approval - Wetland Alteration

Administrator: Doreen Mackley

Effective Date: November 4, 2022

The Minister's powers and responsibilities under the Act with respect to this Approval have been delegated to the Administrator named above. Therefore, any information or notifications required to be provided to the Minister under this Approval can be provided to the Administrator unless otherwise advised in writing.

TERMS AND CONDITIONS OF APPROVAL

Nova Scotia Department of Environment and Climate Change

Approval Holder: CAPE BRETON REGIONAL MUNICIPALITY

Project: WL1

Site:

PID	Civic #	Street Name	Street Type	Community	County
15524945				PORT MORIEN	CAPE BRETON COUNTY

Approval No: 2022-3058282-00

File No: 95100-30-SYD-2022-3058282

Grid Reference: Easting - 277088, Northing - 5113005

Reference Documents

- Application submitted October 5, 2022 and attachments.

1. Definitions

- a. Act means Environment Act, 1994-95, c.1, s.1, and includes, unless the context otherwise requires, the regulations made pursuant to the Act, as amended from time to time.
- b. Department means the Nova Scotia Department of Environment and Climate Change, and the contact for the Department for this approval is:
Nova Scotia Department of Environment and Climate Change
Eastern Region, Sydney Office
1030 Upper Prince Street, Suite 2
Sydney, Nova Scotia B1P 5P6

Phone: (902) 563-2100
Fax: (902) 563-2387
- c. Minister means the Minister of Environment and Climate Change and includes any person delegated the authority of the Minister.
- d. Site means a place where a designated activity and/or undertaking is occurring or may occur.

- e. Surface Watercourse means a watercourse as defined in the Environment Act, excluding groundwater.

2. Scope

- a. This Approval (the "Approval") relates to the Approval Holder(s) and their application and all documentation submitted to the Department prior to the issuance of this approval for the Wetland Alteration situated at or near WL1.
- b. The Approval Holder(s) shall ensure the designated activity is carried out in accordance with this Approval and reference documents, including the application and supporting documentation.

3. General

- a. The Approval Holder(s) shall conduct the Designated Activity in accordance with the following provisions:
 - i. The Act, as amended from time to time;
 - ii. Any standard adopted by the Department, as amended from time to time, which includes but is not limited to the following:
- b. Nothing in this Approval relieves the Approval Holder(s) of the responsibility for obtaining and paying for all licenses, permits, approvals or authorizations necessary for carrying out the work authorized to be performed by this Approval which may be required by municipal by-laws, provincial or federal legislation, or other organizations. The Minister does not warrant that such licenses, permits, approvals or other authorizations will be issued.
- c. No authority is granted by this Approval to enable the Approval Holder(s) to commence or continue the designated activity on lands which are not in the control or ownership of the Approval Holder(s). It is the responsibility of the Approval Holder(s) to ensure that such a contravention does not occur. The Approval Holder(s) shall provide, to the Department, proof of such control or ownership upon expiry of any relevant lease or agreement. Failure to retain said authorization may result in this Approval being cancelled or suspended.
- d. If there is a discrepancy between the reference documents and the terms and conditions of this Approval, the terms and conditions of this Approval shall apply.
- e. Any request for renewal or amendment of this Approval is to be made in writing, to the Department, at least ninety (90) days prior to the Approval expiry.
- f. The Approval Holder(s) shall not transfer, sell, lease, assign or otherwise dispose of this Approval without the written consent of the Minister. The sale of a controlling interest of a business or a transfer of the approval from a parent company to a subsidiary or an affiliate is deemed to be a transfer requiring consent.
- g. If the Minister cancels or suspends this Approval, the Approval Holder(s) remains subject to the penalty provisions of the Act.

- h. The Approval Holder(s) shall advise the Department in writing prior to any proposed extensions or modifications to the Activity and/or the Site. An amendment to this Approval may be required before implementing any extension or modification.
- i. The Approval Holder(s) shall immediately notify the Department of any incidents of non-compliance with this Approval.
- j. The Approval Holder(s) shall bear all expenses incurred in carrying out the environmental monitoring required under the terms and conditions of this Approval.
- k. Unless specified otherwise in this Approval, all samples required to be collected by this Approval shall be collected, preserved and analysed, by qualified personnel, in accordance with recognized industry standards and procedures that are all deemed acceptable to the Department.
- l. The Approval Holder(s) shall ensure that this Approval, or a copy, is present on Site while personnel are on Site.
- m. The Approval Holder(s) shall ensure that personnel directly involved in the designated activity are made fully aware of the terms and conditions of this Approval.
- n. The Approval Holder(s) shall notify the Department three business days prior to commencing construction of the Activity. The notification must include the Approval Number.
- o. Within 14 days of completion of the work authorized under this Approval, the Approval Holder(s) is required to submit, to the Department, the enclosed form entitled "Completion of the Approved Work".

4. Covenant Conditions

- a. The Approval does not authorize any activity that would:
 - i. prejudice any riparian rights of any owner or of any person lawfully in possession of or holding any lands abutting the watercourse;
 - ii. cause any damage or nuisance to adjacent or abutting land; or
 - iii. discharge surface water onto adjoining lands without the authorization of the affected landowner(s).
- b. By granting this Approval, the Department is not responsible for any damages as a result of the approved activities, including any water quality or quantity problems that may be encountered by the Approval Holder(s) or other parties.

5. Surface Water

- a. Monitoring during construction: The Approval Holder(s) shall ensure that the following water quality limits are met in the water resource downstream of construction activities:
 - i. Total Suspended Solids, Clear Flows (Normal Background Conditions):
 - (a) Maximum increase of 25 mg/l from background levels for any short term exposure (24 hour or less);
 - (b) Maximum average increase of 5 mg/l from background levels for longer term exposure (inputs lasting between 24 hours and 30 days);
 - ii. Total Suspended Solids, High Flow (Spring Freshets and Storm Events)
 - (a) Maximum increase of 25 mg/l from background levels at any time when background levels are between 25 mg/l and 250 mg/l ;
 - (b) Maximum increase of 10% over background levels when background is >250 mg/l;
- b. Additional surface water monitoring may be required at the request of the Department.
- c. If directed by the Department, the Approval Holder(s) shall install erosion and sedimentation controls prior to the commencement of the construction activities.
- d. If directed by the Department, the Approval Holder(s) shall install and maintain erosion and sedimentation controls in line with industry best practices (e.g., Nova Scotia Environment Erosion and Sediment Control Handbook for Construction Sites) as work progresses. The controls shall remain in place until areas disturbed by construction activities are stabilized so that the risk of release of sediment to a water resource has been mitigated.
- e. The Approval Holder(s) shall immediately contact the Department should sulphide bearing material be encountered on the Site.
- f. Any silted water pumped from work areas shall be directed to vegetated areas, settling ponds, or other treatment devices that mitigate the risk of release of sediment to a water resource.
- g. The Approval Holder(s) shall ensure that the following activities take place at a distance of a minimum of thirty (30) metres from a surface watercourse or wetland in an area such that a release will not enter a surface watercourse or wetland:
 - i. Fuel storage, refueling, and/or lubrication of equipment;
 - ii. Washing of machinery or equipment; and
 - iii. Storage of equipment, excavated/stockpiled materials, and potential contaminants.

6. Releases

- a. Releases shall be reported in accordance with the Act.
- b. Spills or releases shall be cleaned up in accordance with the Act.

7. Construction

- a. The Approval Holder(s) shall limit the size of the disturbed area to the approved area for the alteration.
- b. Once the soils in the approved area of alteration have been exposed, the approved activity shall commence immediately.
- c. Any equipment used for work within a watercourse or wetland shall be mechanically sound, with no fuel or oil leaks.
- d. The Approval Holder(s) shall notify the Department in the event new information relating to identification of wetland boundary(ies) or functional assessment(s) are encountered during any phase of construction activities associated with the approved activity.
- e. An emergency spill-kit must be kept on site when vehicles (including machinery) or equipment is used in a watercourse.
- f. Upon completion of construction, modification, or maintenance work all debris resulting from the work must be removed from the work site.

8. Contingency Plan

- a. The Approval Holder(s) shall develop a contingency plan. This plan is to meet the requirements of the Department's "Contingency Planning Guidelines", as amended from time to time. The plan is to include, but is not limited to:
 - i. general procedures for routine or major emergencies (e.g. equipment break-down, upset conditions, maintenance, etc.);
 - ii. a plan for dealing with emergency issues including but not limited to fires, explosions, and releases;
 - iii. a procedure for notifying the Department in the case of unforeseen changes to wetland boundaries and function during construction activities and proposed mitigation, which includes but is not limited to: changes or impacts associated with hydrological/hydrogeological conditions, biological conditions or discovery of species of conservation concern.
- b. The Approval Holder(s) shall ensure that the Contingency Plan is reviewed and updated whenever equipment or products change. The Contingency Plan is to be dated to reflect the most recent update.
- c. A copy of the Contingency Plan is to be maintained on Site at all times and is to be available for review immediately upon request by the Department.

- d. The Approval Holder(s) shall ensure that all employees are trained in accordance with the contingency plan and shall keep a record of training at the facility for a minimum period of five (5) years.

9. Post Construction

- a. A detailed compensation plan, including key restoration/enhancement performance objectives and/or Letter of Understanding is required on or before May 4 after approval is issued, unless otherwise authorized in writing by the Department.

10. Site Specific Conditions

- a. The following are the monitoring requirements for Wetlands 1 & 2;
 - a baseline monitoring event shall occur prior to the commencement of construction
 - a five year (post construction) monitoring plan



COMPLETION OF THE APPROVED WORK

A condition of this Approval requires that the Approval Holder notify Nova Scotia Department of Environment and Climate Change that the work authorized is complete.

Please enter the information on this sheet and return it to Nova Scotia Department of Environment and Climate Change at the following address:

Nova Scotia Department of Environment and Climate Change
Inspection, Enforcement, and Compliance Division
Eastern Region, Sydney Office
1030 Upper Prince Street, Suite 2
Sydney, NS, B1P 5P6

Phone: 902-563-2100
Fax: 902-563-2387
ECC Contact: Karen Madden

APPROVAL NUMBER: 2022-3058282-00

NAME OF APPROVAL HOLDER: CAPE BRETON REGIONAL MUNICIPALITY

WORK AUTHORIZED: Wetland Alteration

DATE WORK WAS COMPLETED: _____

NAME OF CONTRACTOR: _____

COMMENTS: _____

Signature

Date

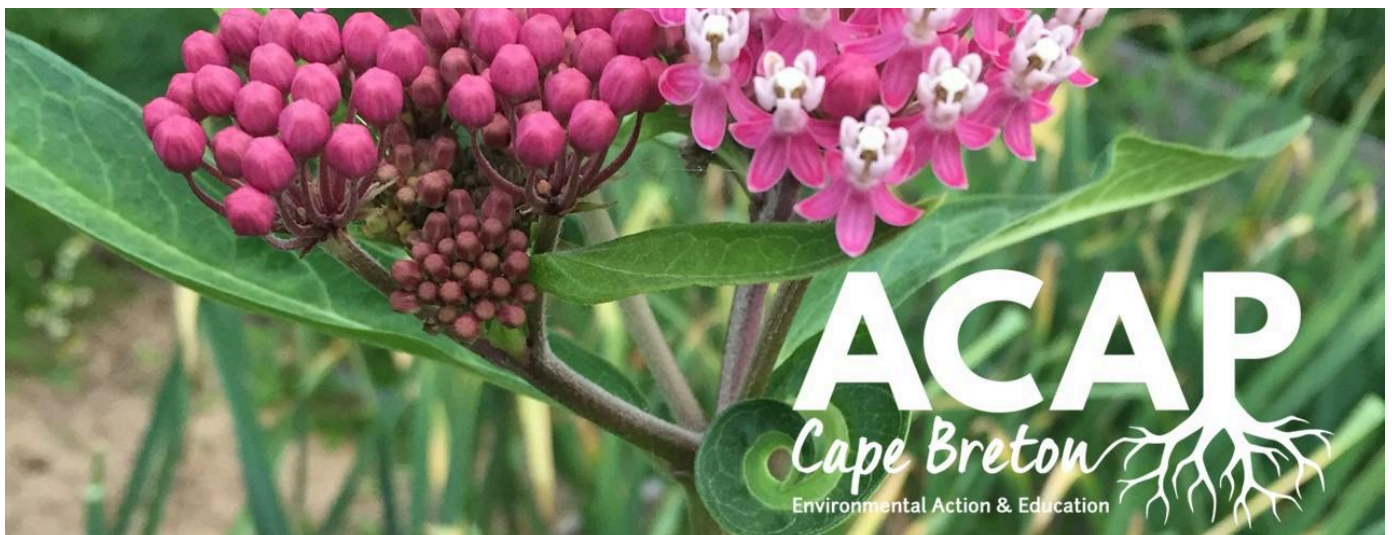
Wash Brook Wetlands Restoration Project

Compensation Project for Alteration Approval No. 2022-3058282-0

Type of Document:

Professional Services Agreement

ACAP Cape Breton
90 Esplanade, Sydney, NS
PO Box 28, Station "A", Sydney, NS, B1P 6G9
Phone: (902)567-1628
Email: ed@acapcb.ns.ca



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1. Agreement Summary

ACAP Cape Breton (ACAP), contracted by the Cape Breton Regional Municipality (CBRM), is in the process of designing and implementing a wetland alteration compensation project in the Wash Brook riparian floodplain in Sydney, Nova Scotia—as required by Nova Scotia Environment and Climate Change (NSECC) Alteration Approval No. 2002-3058282-0—to offset 1.4 hectares of wetland loss that occurred during the construction of the Port Morien Wastewater Treatment Plant in Port Morien, Nova Scotia.

As committed to in the signed ACAP-CBRM project Letter of Understanding (Appendix A), this Professional Services Agreement outlines partnership understandings to implement a wetland restoration project that satisfies the 2.8 hectare area-based offsetting requirement outlined in the CBRM Wetland Alteration Approval (No. 2022-3058282-00) to compensate for the wetland loss in Port Morien at a 2:1 ratio.

This agreement contains updated information regarding primary and secondary compensation plans as discussed to date with CBRM and with NSECC. It includes background information, project location information (Sections 4-5), compensation site detailed design drafts (Appendix B), timeline (Section 7), and budget information (Section 8). A Letter of Authorization is included in Appendix C, giving written permission for ACAP to submit a Wetland Alteration Application to NSECC and complete wetland restoration in select PIDs associated with the project footprint. Also included as required by NSECC is a Long-term Protection & Stewardship Agreement between CBRM and ACAP for the compensation sites (Appendix D).

Project design includes a two-phased approach and public education throughout both phases of project implementation. With Phase One complete, this document is the first step to implementation of Phase Two, wetland restoration beginning this spring (April 2026).

2. Proponents

ACAP will act as a contractor for the CBRM, implementing a wetland restoration project to satisfy the requirements laid out in NSECC Wetland Alteration Approval (No. 2022-3058282-00).

ACAP Cape Breton
Kathleen Aikens, Executive Director
Address: 90 Esplanade, Sydney, NS
Mailing Address: PO Box 28, Station “A”, Sydney NS, B1P 6G9
Phone: (902) 567-1628
Email: ed@acapcb.ns.ca

Cape Breton Regional Municipality
Matt Viva, CBRM Engineering
Address: 320 Esplanade, Sydney, Nova Scotia, B1P 7B9
Phone: (902) 563-5268
Email: mdviva@cbrm.ns.ca

3. Background

The Cape Breton Regional Municipality's construction of a wastewater treatment plant in Port Morien, Nova Scotia required alteration of 1.4 hectares of wetland. As directed by NSECC, this wetland alteration requires the CBRM to restore wetland area at a 2:1 compensation ratio, requiring restoration of 2.8 hectares wetland habitat to offset the wetland loss in Port Morien.

ACAP Cape Breton has been leading aquatic monitoring and habitat restoration projects in Cape Breton for 25 years. The project team has experience developing and implementing ecological monitoring protocols, stream habitat enhancement and restoration, and has a strong reputation for being able to deliver on collaborative community projects with a diversity of partners and stakeholders. ACAP offers their habitat monitoring, restoration, and enhancement services to the Cape Breton Regional Municipality as a result of wetland compensation requirements for the Port Morien Wastewater Treatment Plant Project, part of the CBRM Wastewater Infrastructure Project.

Wetlands provide significant ecosystem services, including water filtration, carbon sequestration, water retention, stream baseflow enhancement, and alterations in water chemistry. Wetlands also provide critical habitat for many species. The 2019 Report "Wet Loss, Net Loss" summarized the findings from a multisectoral forum on the state of wetlands in Cape Breton (Glasse, 2019). One of the significant challenges emphasized in the report was the loss of wetlands due to development, with offsetting activities primarily taking place off island.

In the community of Sydney in Unama'ki-Cape Breton, wetlands and riparian areas in the Wash Brook Watershed (Figure 1) have been lost and degraded over the course of the last century due to infilling and development. The watershed requires an integrated approach to stormwater management, including reconstruction and restoration of wetland areas in the riparian floodplain along the Washbrook. ACAP's initial project concept and location along Wash Brook have been approved by NSECC. Based on details provided by Nova Scotia Environment on compensation requirements for the Port Morien (Approval No.2022-3058282-00) Wetlands Offsetting Project, ACAP is in the process of designing and implementing a wetland alteration compensation project in the Wash Brook riparian floodplain in Sydney, Nova Scotia.

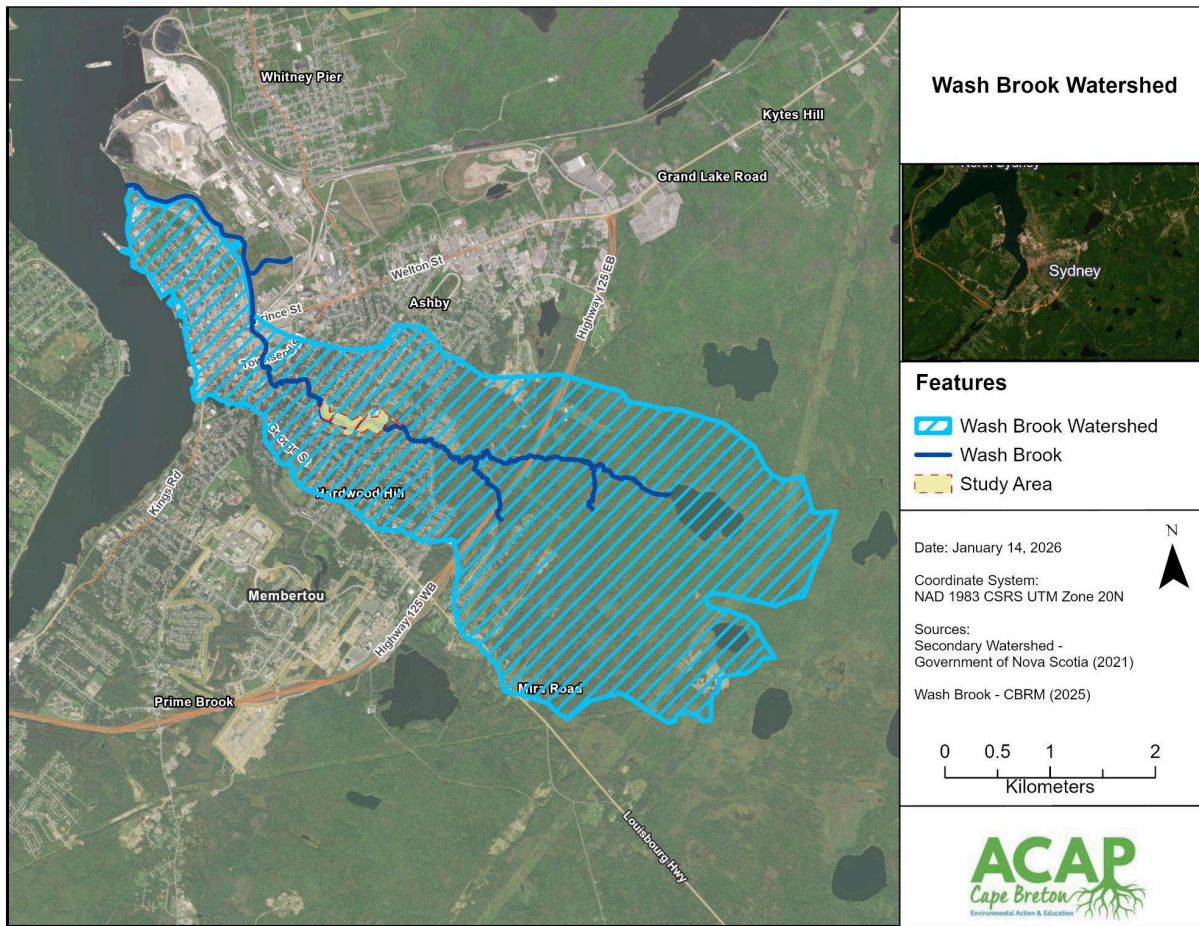


Figure 1. Location of proposed project within the Wash Brook Watershed in Sydney, Nova Scotia.

4. Project Overview

The compensation site is located within the Wash Brook Watershed in Sydney, Nova Scotia (Figure 1), with specific wetland restoration sites located within the floodplain and along the riparian zone of the Wash Brook (Figure 2). In Phase 1 of the project, ACAP will complete necessary background research and monitoring, including the development and implementation of a groundwater monitoring program, to inform the development of Phase 2, detailed planning and implementation of restoration to restore natural hydrology and habitat, re-establishing wetland areas in the Wash Brook floodplain. A combination of targeted excavation of infilled wetland areas, invasive species removal, wetland vegetation planting, and removal of waste and debris will comprise primary compensation activities. Proposed secondary compensation activities include the groundwater monitoring program, publishing public education materials, installation of wetland signage, and protection of existing wetlands and wetland buffers, as approved by Nova Scotia Environment and Climate Change (NSECC). Public education will be conducted throughout the project.

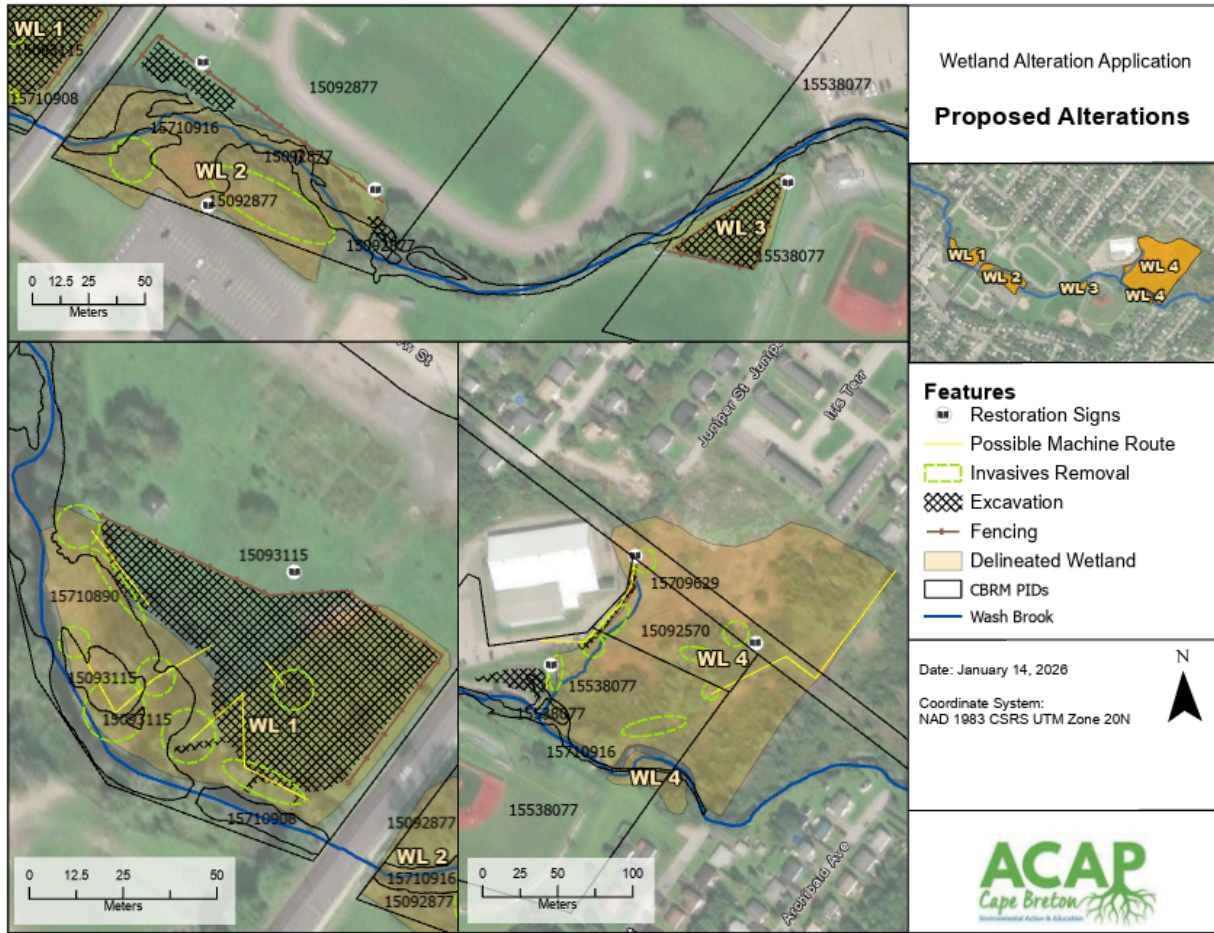


Figure 2. Wetland network restoration site design overview, ACAP Cape Breton, 2026.

As noted by Nova Scotia Environment, the costs to implement wetland compensation projects range from \$3 to \$10 per square metre depending on project location and complexity (Nova Scotia Environment, n.d.). A budget of \$3.25 per square metre was agreed to in the LOU between CBRM and ACAP, modeling the ‘cost per unit’ allocation after the standard rate charged by another wetland restoration proponent in the province. Since the signing of the LOU, ACAP’s initial project planning and costing noted a higher cost per square meter given the urban location, considerations of flood risk, infrastructure conflicts, invasive species removal, and restoration interventions required. A higher total planning and implementation cost is required to implement sufficient offsetting to satisfy NSECC requirements, leaving a deficit of project funding based on the CBRM contribution. ACAP was able to secure matching funding to enable adequate primary and secondary compensation credits through partnership with the Washbrook Greenway Coalition who have secured project funding to implement a wetland restoration project to complement the development of the Washbrook Greenway, an active transportation route connecting green spaces, residential, and urban areas in the Wash Brook watershed. Given that the trail is located on CBRM property, the adjacent available wetland restoration areas overlap with the CBRM offsetting project footprint. ACAP is able to leverage this project to support CBRM wetland offsetting work.

5. Wetland Restoration Locations

All proposed restoration areas are on CBRM property spanning eight PIDs for which the associated wetlands and property owners are shown in Table 2. The PIDs associated with ‘Water Feature’ – as noted in data available from the Nova Scotia Property Records Database – do not represent the current extent of the Wash Brook stream bed and bank. Site reconnaissance determined that the ‘Water Feature’ PIDs do not comprise the stream bed or bank, and likely reference areas of groundwater saturation and flood zone extent in riparian areas. Based on consultation with Karen Madden, Nova Scotia Environment, it is our understanding that additional permitting is not required to work in these areas so long as we are not working within the stream bed or stream bank (K. Madden, personal communication, June 12, 2025).

Table 1. PIDs and ownerships associated with each wetland site.

Wetland ID	Intersecting PIDs	Property Owner
WL1: South End Public Gardens	15093115	CBRM
	15710890	Water Feature
	15710908	Water Feature
WL2: Track/Church	15710916	Water Feature
	15092877	CBRM
WL3: Ballfield	15710916	Water Feature
	15538077	CBRM
WL4: Centennial	15538077	CBRM
	15092570	CBRM
	15709629	CBRM (road parcel)

Construction of the Port Morien Wastewater Treatment Plant resulted in the alteration of approximately 1.4 hectares of wetland habitat. As directed by NSECC, compensation is required at a 2:1 ratio, resulting in a total compensation requirement of 2.8 hectares of restored wetland habitat. Total available restoration area in the approved project location along the Wash Brook is 22,050 m² or 2.2 ha. Individual site areas are: Wetland 1 - South End Public Gardens (5250 m²); Wetland 2 - Track/ Church (5195 m²); Wetland 3 - Ballfield (910 m²); and Centennial (10,695 m²). This proposal includes 2.2 hectares of primary compensation at the above noted locations, with secondary compensation activities offsetting the remaining 0.6 hectares, as approved by NSECC.

For drafts of compensation site detailed design plans, see Appendix B. These are included for CBRM reference and initial approval, and will be adapted as necessary following guidance from NSECC as part of the Wetland Alteration Approval Process.

6. CBRM Project Support

To ensure effective and succinct implementation of the wetland compensation project, ACAP is seeking the following support from CBRM:

- To ensure informed wetland restoration, effective protection of nearby infrastructure, and accurate relation to property boundaries, support from relevant CBRM departments and staff is requested. The two areas of support requested are an internal integrated infrastructure/resource scan meant to flag any conflicts with infrastructure that ACAP is not currently aware of through desktop scans and potentially through an infrastructure locate in the field. Surveys of select property lines may be required to avoid encroachment on adjacent private and federal properties.
- Brief all relevant staff and departments on newly restored wetland areas that comprise the compensation sites, noting that NSECC expects the compensation sites to be protected in perpetuity and in relation to the Long-term Protection & Stewardship Agreement and noting prohibited activities. ACAP will support CBRM by hosting a walk for relevant staff to tour the compensation sites post-restoration.
- CBRM review and interim project approvals as needed throughout project implementation to ensure transparency and accountability considerations necessary to ensure project completion.
- Facilitate site access where necessary, for example in gated locations.

7. Timeline

ACAP will complete the compensation project by December 1st, 2026, with monitoring and maintenance activities continuing for a 5 year period following restoration and as agreed to in the Long-term Protection & Stewardship Agreement (Appendix D).

This reconstruction and restoration project requires a phased approach to implementation, beginning with Phase One consisting of background research and monitoring followed by Phase Two, restoration design and implementation. Public education activities will be conducted throughout the project.

Table 2. Project timeline and key milestones.

Milestone	Date	Description
Letter of Understanding	November 2023	LOU signed between CBRM and ACAP outlining initial project understandings.
Project Phase One Begins: Groundwater Monitoring Program	June 2024	In consultation with hydrogeologist Fred Baechler, 5 groundwater monitoring wells were installed in key locations along Wash Brook to provide data on water table fluctuations.
Groundwater Monitoring	July 2024 - November 2025	Monthly data collection of groundwater data at 5 wells from July 2024 continuing until November 2025; Groundwater wells will continue to be maintained and data collected as part of on-going monitoring.
Public Education	November 2023 - December 2026	Outreach and knowledge sharing with CBRM council and staff, as well as the general public, focusing on wetland education and offsetting project awareness to ensure effective planning and long-term protection of wetland habitat infrastructure.
Background Research, Baseline Data Collection, & Consultation with NSECC	April - December 2025	Completion of background research to inform project planning and design; baseline data collection for avian, animal, vegetation, insect, and aquatic communities; on-going consultation with NSECC Wetland Specialist regarding project design and permitting.
Wetland Delineation and Functional Assessments	June - September 2025	Delineation of remnant wetland areas in the project footprint along Wash Brook; Completion of WESP-AC functional assessments for each remnant wetland.
Detailed Site Design	October 2025 - January 2026	Completion of draft detailed wetland restoration site design to be included in Wetland Alteration Approval package to be submitted to NSECC for final

		approval; analysis of groundwater data; consultation with subcontractors who will support invasive species removal and wetland construction/ excavation; invasive species inventories.
Plan Review	February 2026	Submission of draft Wetland Alteration Approval and Project Package, including detailed wetland restoration design, to CBRM for review and approval.
Professional Services Agreement & Letter of Authorization	February 2026	Professional Services Agreement which includes Letter of Authorization and Long-term Protection and Stewardship Agreement submitted to CBRM for review and signature, including draft of detailed site design for CBRM review and approval prior to Wetland Alteration Approval and Project Package submission to NSECC.
Wetland Alteration Approval Package	February 2026	Submission of Wetland Alteration Approval and Project Package to NSECC for review and approval.
Phase Two Begins: Wetland Restoration	April - October 2026	Wetland restoration activities including targeted excavation of fill to reestablish wetland hydrology, invasive species removal, and the seeding and planting of native wetland species; Community restoration event with local schools and volunteers.
Compensation Site Restoration Completion	October - December 2026	Compensation site restoration is to be completed by December 1, 2026, as agreed upon with NSECC.
Wetland Monitoring & Establishment Maintenance	2027 - 2031	Following project implementation, ACAP will continue to monitor and conduct minor maintenance as needed to support successful wetland establishment and invasive species control. Annual reporting to CBRM and NSECC will provide updates on project success and signal whether additional site

		<p>interventions are required.</p> <p>A final compensation project report will be submitted following year five of monitoring.</p>
--	--	--

8. Budget & Payment Schedule

Table 3. Project budget, milestones, and invoice dates.

Project Milestone	Description	Amount	Invoice Date
Phase One Complete	Groundwater monitoring, background research and collection of baseline data complete, initial restoration design complete.	\$45,500 (50%)	March 9, 2026
Phase Two Implementation	Final site permissions obtained, physical wetland restoration underway.	\$36,400 (40%)	June 15, 2026
Project Completion	Hold-back to be paid upon completion of compensation site restoration.	\$9,100 (10%)	December 1, 2026
	TOTAL CBRM Contribution	\$91,000	

9. Signatures

Kathleen Aikens
Executive Director, ACAP Cape Breton

Date

Matt Viva
Senior Manager, CBRM Engineering

Date

10. References

Glasse, B. Ed. (2019). Wet Loss, Net Loss. *The Impact of Policy and Climate Change on Wetlands*. Symposium & Workshop. May 15 -16, 2019, Cape Breton, N.S. Department of Biology, Cape Breton University.

Nova Scotia Environment. (n.d.). Wetland Compensation, What's Required and What Are My Options? Retrieved from https://novascotia.ca/nse/wetland/docs/Wetland_Compensation.pdf, January 16, 2025.

Municipal Natural Assets Initiative. (2020). *Cohort 2: National project overview*. <https://institute.smartprosperity.ca/sites/default/files/mnai-cohortsummary.pdf>

Wash Brook Wetland Compensation Project

Port Morien Wetland Alteration Approval No. 2022-3058282-0

April 14th, 2026

Matt Viva, CBRM Engineering Dept.

Elizabeth Jessome, ACAP Cape Breton



Port Morien WWTP Wetland Alteration



Cape Breton
Regional
Municipality

- Port Morien Wastewater Treatment Plant construction required alteration of a natural wetland
- Nova Scotia Environment and Climate Change (NSECC) required CBRM to obtain a Wetland Alteration Approval to alter an existing wetland
 - a **condition of the Alteration Approval is compensation for wetland loss**
- CBRM altered 1.4 hectares, required to restore 2.8 hectares wetland habitat
- Compensation project fully funded within approved Port Morien capital project → no cost to CBRM residents to restore wetland area

Compensation Project Background



Cape Breton
Regional
Municipality

- 2022 - A wetland compensation project has been developed for Wash Brook, with ACAP leading design and implementation of the proposed work.
- 2023 – CBRM/ACAP project LOU
- 2023 - Approval of initial project concept and location (Wash Brook floodplain) by NSECC
- 2026 - ACAP will complete the design, construction, and post-construction monitoring of the wetlands

Project Phases



Cape Breton
Regional
Municipality

Phase 1: Background research and monitoring, including the development and implementation of a groundwater monitoring program, conceptual design

Phase 2: Based on results from Phase 1, undertake detailed planning followed by implementation of compensation plan to restore natural hydrology and habitat, re-establishing wetland areas in the Wash Brook floodplain

Public outreach and education → ongoing throughout the project



Phase 1 - Background Research & Monitoring

- History of the site (written records, reports, photographs, oral history)
- Groundwater monitoring program - consult with Fred Baechler, hydrogeologist
- Surveys of avian, vegetation, insect, and aquatic communities
- Delineation of remnant wetland areas (outlining boundaries)
- Wetland Ecosystem Services Protocol - Atlantic Canada functional and benefit assessments remnant wetland areas
- Review of CBRM/ community infrastructure, planning to avoid conflict/ impact
- Conceptual design of compensation project, target areas in floodplain
- Ongoing consultation with NSECC Wetland Specialist regarding project design and permitting

Complete

Restoration Footprints on Existing Wetlands



ACAP Restoration Footprint
Existing Wetland

0 50 100 200
Meters



Page 72

- ACAP Restoration Footprint
- Washbrook Trail Plan
- Wastewater Device
- Stormwater Catchbasin
- Manholes
- Wastewater Line
- Stormwater Line
- Sewerline
- Ball Field Drainage
- Buildings

0 55 110 220 Meters

Infrastructure Considerations

Phase 2 - Detailed Planning & Implementation



- Detailed compensation site design
- Project-specific Wetland Alteration Approval package prepared for submission to NSECC → final project approvals
- Design approach
 - Low risk interventions
 - Extending current wetland areas, restoring historic wetland areas that were infilled
 - Designed to absorb pluvial and fluvial flood waters, no permanent standing water
 - Designed to be aesthetically beautiful, include a variety of native vegetation and flowering plants that attract butterflies and colorful birds
 - Removal of invasive species
 - Complement community (history, infrastructure, active transportation plans, community gathering places, sports facilities, flood mitigation efforts)
 - Integrate learning opportunities (urban centre near schools and attracting community members, tourists)



Compensation Credits Overview

- Primary compensation: physical restoration ~2 ha
 - Site 1: ~0.5 ha
 - Site 2: ~0.1 ha
 - Site 3: ~0.3 ha
 - Site 4: ~0.1 ha
 - Site 5: ~1 ha
- Secondary compensation: package to satisfy remaining 0.8 ha
 - Pre-restoration groundwater monitoring program
 - Public education materials and events
 - Educational signage
 - Protection of existing wetlands and buffer zones

Phase 2 continued...



- Restoration locations identified as suitable based onsite history, reports, proximity to the watercourse, existing wetland conditions, and absence of underground infrastructure
- Note: Compensation project co-benefit → becomes functioning stormwater infrastructure that needs no maintenance!
 - Not the purpose of the compensation project, but an inherent benefit given the location in a flood-prone area with stormwater challenges
 - New Brunswick case study found that protecting 1.37 hectares of wetland can deliver approximately \$1.4 million in stormwater services (Municipal Natural Assets Initiative, 2020)

Complete: Detailed design and NSECC package preparation

Next steps: CBRM review and project agreement updates; NSECC review and approval; Implementation.



Public Outreach & Education

- Connections with community groups to discuss project concept, Tomorrow's Legends, ballfield groups, active transportation & Washbrook Greenway Coalition, Southend Public Gardens, Brookland Elementary & Sherwood Park Education Centre, St. Marguerite Bourgeoys Parish
- Conversations with community elders and others who grew up in and/ or live in the neighbourhood
- Host events where participants support wetland restoration, walking tours (public, CBRM staff, interested Councillors)
- Outreach to/ involvement of local schools
- Communication package, including online content and on-site signage



Next Steps

- CBRM approval of proposed use of CBRM lands to complete the Port Morien wetland compensation requirements in the Wash Brook Watershed.
- ACAP submission of Wetland Alteration Application package and detailed design to NSECC, final project approval
- ACAP to complete Compensation Project by December 2026, spring and fall 2026 implementation windows (NSECC timeline related to Port Morien file)



STAFF REPORT – COMMITTEE OF THE WHOLE

To: MAYOR CLARKE AND COUNCIL

Submitted by: Sheila Kolanko, Property Manager

Date: April 14th, 2026

Subject: Request to Deem Municipal Property Surplus
Ryan Street, Scotchtown (District 11)
PID 15275514

Origin

This report has been prepared in response to a letter of interest received from a resident of the Municipality requesting the Municipality consider the sale of municipally owned property for development purposes.

Recommendation

It is the recommendation of staff that the Committee of the Whole direct Council to pass a motion to deem the subject property surplus and sell the said subject property pursuant to the Municipal Government Act.

Background

A request was received asking the municipality to sell a property located on Ryan Street, Scotchtown ("subject property"). The subject property is identified as PID 15275514 and outlined in yellow on the attached map (Attachment "A"). The applicant is seeking to purchase the subject property for construction of a residential dwelling with an anticipated start date within 12 months of the date of closing.

The subject property is currently listed essential and identified in the Property Inventory database as required for municipal sewer and waterlines.

PID 15275514 is currently assessed at \$16,000.00.

INTERNAL REVIEW/EVALUATION:

An internal review has been completed, and staff have confirmed there is no CBRM infrastructure on the subject property. As such, CBRM does not require this property for municipal purposes and has no issue with the request.

LEGISLATIVE AUTHORITY

Section 50 (5)(b) of the *Municipal Government Act* states that

A municipality may sell property at market value when the property is no longer required for the purposes of the municipality.

Financial Implications

Once sold and developed, the property becomes taxable, contributing to higher property tax revenues.

Attachments

Attachment A – Municipal Property (PID 15275514)

A copy of this report can be obtained online at www.cbrm.ns.ca or by contacting the Office of the Municipal Clerk at 902-563-5010.

Report Prepared by: Sheila Kolanko, Property Manager

ATTACHMENT "A"





City Hall
320 Esplanade
Sydney, NS B1P 7B9

Councillor Agenda Request Form

<p>X Included on Agenda (Submitted to Municipal Clerk's Office by 4:30 pm seven days before the meeting)</p>	<p>Late Item (Submitted to Municipal Clerk's Office by Noon the day before the meeting)</p>	<p>Request from the Floor: (New Business) - Announcement - Referral - Submit Petition - Notice of Motion</p>
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Date of Council April, 2026

Meeting: Subject: Illegal Dumping

Motion for Council to Consider: That Council request the Cape Breton Regional Police Service (CBRPS) provide data to the Police Commission for the past two (2) years outlining: the number of investigations related to illegal dumping; and the number of charges resulting from those investigations.

Rationale: With the recent implementation of a new tipping fee, there is growing concern among residents that this may lead to an increase in illegal dumping throughout the CBRM.

Outcome Sought To obtain accurate data from CBRPS in order to better understand current enforcement levels and trends related to illegal dumping. This information will support informed discussion and proactive planning to address potential increases in such activity. Additionally, it will help reassure residents that enforcement measures are in place and that illegal dumping is being actively investigated and addressed within our communities.

Kim Sheppard-Campbell
Date March 30/2026

Received by Clerk's Department (date):
 March 30, 2026



City Hall
 320 Esplanade
 Sydney, NS B1P 7B9

Council Agenda Request Form

<p>X Included on Agenda (Submitted to Municipal Clerk's Office by 4:30 pm seven days before the meeting)</p>	<p>Late Item (Submitted to Municipal Clerk's Office by Noon the day before the meeting)</p>	<p>Request from the Floor: (New Business)</p> <ul style="list-style-type: none"> - Announcement - Referral - Submit Petition - Notice of Motion
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Date of Council Meeting: April 14, 2026

Subject: Point Edward Marine Inc. and CBRM Lease/Sale Agreement

Motion for Council to Consider:

That Committee of the Whole recommend Council receive a staff briefing at the April Council meeting on purchase of municipal property by Point Edward Marine Inc., located in the Sydport Industrial Park on Marine Drive, Edwardsville.

Reason:

The sale is the result of a lease agreement executed on July 27, 2015, which provides for the outright purchase of the leased property. However, Section 5(c) of the lease, stating that the term of the lease begins 30 days after the acquisition of lands by the Landlord (CBRM), raises questions regarding the timing and compliance of the lease and subsequent sale. Given that this transaction occurred 11 years ago and has not been brought before current Council for discussion or information, this would ensure that the lease and subsequent sale meet the statutory requirements of both CBRM policy and the Nova Scotia Municipal Government Act (MGA).

Prior to the briefing, I request all members of Council be provided with documentation and information including the official dates on which CBRM purchased each PID listed in the lease, the official date of sale to tenant, any public notices regarding the lease or sale opportunity, Council minutes documenting the declaration of the land as surplus in accordance with CBRM policy, departmental review memos confirming that the property was no longer required for municipal purposes, market appraisals or valuations supporting the sale, the written notice received by CBRM to trigger the purchase, the notice to purchase, the notice to extend the lease, and any other documentation relevant to ensuring compliance with both CBRM policy and the Nova Scotia Municipal Government Act.

Outcome Sought:

That Council be satisfied that the lease and subsequent sale of CBRM property to Point Edward Marine Inc. complies with all statutory requirements under CBRM policy and the Nova Scotia Municipal Government Act.

Councillor Earlene MacMullin

District 2

*Date:
 April 7, 2026*

*Received by Clerk's Department (date):
 April 7, 2026*



Councillor Agenda Request Form

<p>X Included on Agenda (Submitted to Municipal Clerk's Office by 4:30 pm seven days before the meeting)</p>	<p>Late Item (Submitted to Municipal Clerk's Office by Noon the day before the meeting)</p>	<p>Request from the Floor: (New Business) - Announcement - Referral - Submit Petition - Notice of Motion</p>
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Date of Council Meeting: April 14, 2026

Subject: Extended Producer Responsibility (EPR) Program for Sharps Disposal

Motion for Council to Consider: That Council direct the Mayor to write to the Honourable Timothy Halman, Minister of Environment and Climate Change, requesting the Province of Nova Scotia establish a mandated Extended Producer Responsibility (EPR) program for sharps, requiring all sharps suppliers to fund the safe disposal of the products they sell.

Rationale: Nova Scotia currently relies on a voluntary sharps disposal program operated by the Pharmacy Association of Nova Scotia (PANS). Under this program, pharmacies provide containers to clients who use sharps, and clients return full containers for safe disposal. While the intent is sound, significant gaps in delivery are putting public safety and environmental health at risk.

Participation is voluntary, there is no mechanism to compel payment. Some suppliers do not contribute, leaving the program critically underfunded. Furthermore, the current program only serves individuals who obtain sharps through a pharmacy. It does not address sharps from recreational use, veterinary practices, agricultural operations, or other non-pharmacy sources.

Outcome Sought:

The letter from the Mayor and council to Minister Halman request the Province establish a mandated EPR program for sharps that: (1) replaces the current voluntary funding model with a mandatory obligation on all sharps suppliers, ensuring stable and adequate funding for collection and disposal; (2) expands eligibility beyond pharmacy sourced sharps to include all sharps regardless of origin, including those used in recreational, veterinary, and agricultural settings; and (3) ensures collection infrastructure is consistently accessible and adequately resourced across the province, including all municipalities.

Steven MacNeil – District 8 Councillor
Date: April 7, 2026

Received by Clerk's Department (date):
April 7, 2026



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

Council Agenda Request Form

- | | | |
|---|---|--|
| <p><input checked="" type="checkbox"/> Included on Agenda
(Submitted to Municipal Clerk's Office by 4:30 pm seven days before the meeting)</p> | <p><input type="checkbox"/> Late Item
(Submitted to Municipal Clerk's Office by Noon the day before the meeting)</p> | <p><input type="checkbox"/> Request from the Floor: (New Business)
- Announcement
- Referral
- Submit Petition
- Notice of Motion</p> |
|---|---|--|

Date of Council Meeting: April 14/2026

Subject: Budget Line 8150 Fire Services

That Committee of the whole recommend Council direct the CAO to request a report from Fire Services, in consultation with the Finance Department and the Clerk's Office, respecting Budget Line 8150 – Fire Services, with a review of the following:

- a) The application process, including eligibility criteria, evaluation methods, and any historic practices and standing motions; and
- b) the distribution of funding, including how funds are allocated among fire departments and any guiding Council motions or policies; and
- c) reporting and accountability requirements, including allowable expenditures, reporting timelines, and compliance mechanisms; and
- d) that the report includes recommendations to improve transparency, consistency, and accountability in the application, distribution, and reporting of funding under Budget Line 8150; and
- e) that in the interim, finance report quarterly to Council on distributed funds and their related expenditures.

Rationale: During budget deliberations, Council was unable to obtain detailed information on how funding under Budget Line 8150 is allocated and reported. Given the long-standing nature of this funding framework (in place since 1996, as reported by staff), a review is required to support accountability, and equitable access to funding across all fire departments.

Outcome: Council is provided with clarity and accountability in the application, distribution, and reporting of Fire Services funding under Budget Line 8150.

*Councillor Gordon MacDonald District 1
Date April 6/2026*

*Received by Clerk's Department (date):
Date April 6/2026*



CAPE BRETON REGIONAL MUNICIPALITY
OFFICE of the MAYOR

February 19, 2026

Honourable Tim Houston
Premier of Nova Scotia
Email: premier@novascotia.ca

Honourable Fred Tilley
Minister of NS Public Works
Email: publicworksminister@novascotia.ca

Honourable Tim Halman
Minister of NS Environment & Climate Change
Email: minister.environment@novascotia.ca

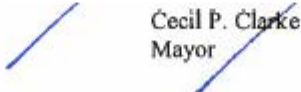
RE: Catalone Lake Restoration Request

Dear Premier and Ministers:

I am writing at the request, by motion, of the Cape Breton Regional Municipality Council to request the Province's support for the dredging and restoration of Catalone Lake and Catalone Gut in conjunction with the Catalone Gut Bridge project.

Attached please find the record of motion as well as the associated supporting documentation received.

Sincerely,


Cecil P. Clarke
Mayor

CPC/rfd
Attachments - 2

c: Honourable Brian Comer, MLA
Toni DeLorenzo, Principal Secretary-Mayor's Office, CBRM
John Phalen, Director of Public Works, CBRM
Christa Dieks, Municipal Clerk, CBRM



**Public Works
Office of the Minister**

PO Box 186, Halifax, Nova Scotia, Canada B3J 2N2

MAR 24 2026

His Worship Cecil Clarke, Mayor
Cape Breton Regional Municipality
City Hall, 320 Esplanade
Sydney, NS B1P 7B9

Dear Mayor Clarke:

As Minister of the Department of Public Works (DPW), I am responding on behalf of the Premier and the Minister of Environment and Climate Change to your letter of February 19, 2026, regarding the Catalone Lake Bridge, in Cape Breton County as DPW is responsible for the construction of the bridge.

Thank you for supporting your community and your continued engagement with the Catalone Lake Restoration Committee regarding this project. I appreciate the Committee's environmental concerns, however, DPW's scope is limited to the area required to construct a bridge.

Since receiving your letter, staff have spoken with Samuel Andrews from Ducks Unlimited regarding the project. Their potential involvement would be limited to a partnership on technical aspects of a prospective project, with very limited funding available.

The Province remains committed to carrying out necessary infrastructure renewal while protecting Nova Scotia's natural environments. We will continue to work with municipalities and stakeholders to ensure that development and environmental stewardship are balanced effectively.

Should you wish to discuss this matter further, you can reach out to Donald Maillet, P.Eng., Executive Director of Highway Engineering and Construction by email at Donald.Maillet@novascotia.ca, or by phone at 902-424-0565.

Yours sincerely,

Fred Tilley
Minister of Public Works

c: Honourable Tim Houston, Premier
Honourable Timothy Halman, Minister of Environment and Climate Change
Donald Maillet, Executive Director, Highway Engineering and Construction
Honourable Brian Comer, MLA Cape Breton East
Toni DeLorenzo, Principal Secretary, Cape Breton Regional Municipality
John Phalen, Director of Public Works, Cape Breton Regional Municipality
Christa Dicks, Municipal Clerk, Cape Breton Regional Municipality



CAPE BRETON REGIONAL MUNICIPALITY
OFFICE of the MAYOR

February 19, 2026

Honourable Tim Houston
Premier of Nova Scotia
Email: premier@novascotia.ca

Honourable Michelle Thompson
Minister of Department of Health & Wellness
Email: health.minister@novascotia.ca

RE: Blood Donation Service for the CBRM

Dear Premier and Minister:

Attached please find a copy of the motion of Council requesting the Province to advocate on the community's behalf to the Canadian Blood Collection Service. Also attached is the supporting resolution by the Antigonish Diocesan Catholic Women's League of Canada Association.

Your support to engage the Canadian Blood Collection Service would be greatly appreciated as locally-led efforts have not garnered the outcome sought for a CBRM blood donation program. Even a quarterly schedule would enable donors to help fellow citizens with lifegiving and sustaining blood.

Thank you for your consideration of this meaningful request.

Warm and kind regards.


Cecil B. Clarke
Mayor

CPC/td
Attachments - 2

c: Christa Dicks, Municipal Clerk, CBRM



**Health and Wellness
Office of the Minister**

PO Box 488, Halifax, Nova Scotia, Canada B3J 2R8 • Telephone 902-424-5818 Fax 902-424-0559 • Health.Minister@novascotia.ca

March 10, 2026

Via email: graham.sher@blood.ca

Dr. Graham Sher
Chief Executive Officer
1800 Alta Vista Drive
Ottawa ON K1J 4J5

Dear Dr. Graham Sher:

Re: Blood Collection Services in Cape Breton Regional Municipality

I am writing to express support for a review of blood donation services within the Cape Breton Regional Municipality (CBRM). There has been consistent community interest in expanded donation opportunities, underscoring the need to reassess current service availability.

Residents in CBRM are aware of the challenges Canadian Blood Services (CBS) is facing with declining donor participation and are eager for local opportunities to contribute. Over the past several years, community members have actively advocated for renewed consideration of blood donation services in their area. CBRM previously had a blood donor centre, which closed in 2015. Since that time, clinics have been offered in Port Hawkesbury; however, the distance poses challenges for residents of the CBRM area in accessing these services.

As the second-largest municipality in Nova Scotia, this community has demonstrated sustained support for local blood collection services. Their request is both reasonable and aligned with ongoing efforts to enhance donor engagement.

It is understood that CBS's collection plans are reviewed continuously, and that operational decisions on clinic locations are adjusted regularly. In light of this, a review of the CBRM area would be both timely and appropriate. Therefore, I respectfully request that CBS give serious consideration to providing blood collection services within this municipality.

Your support in committing to a review of the CBRM region would be greatly appreciated.

Sincerely,

n

Michelle Thompson
Minister of Health and Wellness

Copy: Denise Forgeron, Social Justice Chair, Antigonish Diocesan Catholic Women's League Council
Anne McCormick, President, Antigonish Diocesan Catholic Women's League Council
Chief Terry Paul, Chief and CEO, Membertou First Nation
Cecil Clarke, Mayor, Cape Breton Regional Municipality
Laurie Murchison, Sydney-Riverview Y Service Club

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3. Help build a more energy efficient future through better insights into home performance.

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- **Newly constructed single-family homes**
 - Eligible single-family homes must be within 6 months of the occupancy permit date to be considered new construction.
- **Homes located outside the Halifax urban core**
 - To check your eligibility, visit our website.

Visit [efficiencyns.ca/research-project](https://www.efficiencyns.ca/research-project)

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CAPE BRETON REGIONAL MUNICIPALITY
OFFICE of the MAYOR

March 18, 2026

Mike Kelloway, MP
Sydney – Glace Bay
mike.kelloway@parl.gc.ca

Dear MP Kelloway:

RE: Accessibility Funding

I am writing in response to the CBRM annual pre-budget consultation process with accessibility advocate, Marcie Shwery-Stanley. As you know, Marcie had provided exceptional communications and public relations support to the Government of Canada. Her experience, professionalism, and proactive engagement style continues as a community voice and advocate for persons with disabilities.

The Enabling Accessibility Fund and ACOA are two key federal partners as the Municipality works with the Province of Nova Scotia and community stakeholders. Marcie has asked that a meeting be scheduled to advance the partnership discussion for the upcoming fiscal year. She also indicated that she contacted the President of ACOA's Office, Laura Lee Langley.

From our many conversations on this subject, I know we both share a common desire to access all available program funding while leveraging our provincial partners.

My office would welcome an opportunity to meet to jointly discuss a collaborative approach with the Province. I look forward to continuing this dialogue in the near future.

Warm and kind regards,

Cecil P. Clarke
Mayor

CPC/tfd

c: Marcie Shwery-Stanley
Christa Dicks, Municipal Clerk



Cape Breton Regional Fire Chiefs' Association



To: Mayor Cecil Clarke and CBRM Councilors

From: Lawrence Briand, Vice-chairperson, Cape Breton Regional Fire Chiefs' Association

Re: Fleet Plan and Additional Mechanics

Date: March 25 2026

Dear Mayor Clarke and Councilors,

We are writing to ensure you are aware of the current status of the CBRM Fire apparatus fleet. The fleet plan and need for additional mechanics has been a continuing agenda item at CBRFCA meetings for the past several years. At the March 12 2026 meeting in Dominion, Deputy Chief MacNeil was asked to provide an update to Association members on the fleet plan and request for mechanics. We are requesting/advising support for fleet upgrades/replacement as well as additional mechanics to support the CBRFES fleet.

The proposed plan is a direct result of meeting national and international requirements as described in some detail below; therefore, the apparatus request should not be interpreted as a "want", but as a "need". The fleet plan proposed by Deputy Chief MacNeil is a more attainable option to provide the same level of service. We fully understand that this is not a situation that neither you nor the current fire administration created, but this is the situation in which we find ourselves and we must work together to find a solution. With the current CBRMFES review underway, we realize that specific decisions on fleet and operations may change in the coming months and years; however, given the number of apparatus that are 25 years old (or older) in the current fleet, there is a need to purchase new apparatus, regardless of what an updated fleet plan and response model includes following the review (assuming it is adopted in part or whole).

In order to provide adequate fire protection, national and international organizations provide essential information to fire services regarding personal protective equipment, firefighting and emergency procedures and protocols, and apparatus standards and specifications. Specifically, the information providers in Canada are the Fire Underwriters Survey (FUS) (www.fireunderwriters.ca) and the National Fire Protection Association (NFPA) (www.nfpa.org). These organizations provide critical information for decision making across North America and are the basis for the fleet plan and other critical aspects of the CBRMFES operations. The most pertinent points from both the FUS (Figure 1) and NFPA (Figure 2) with respect to fire apparatus are as follows:

Please note in Figure 1 (FUS):

- Bullet #2 and #3 the reference to NFPA 1901 with respect to fire apparatus age/condition and in-service applicability.

Please note in Figure 2 (NFPA 1901):

- Apparatus more than 15 years old that have been properly maintained and in serviceable condition should be placed on reserve status.
- Apparatus over 25 years old should be replaced.



Figure 1. FUS Technical Bulletin regarding fire apparatus acceptance for fire insurance grading and public fire protection classification.

TECHNICAL BULLETIN
FIRE UNDERWRITERS SURVEY™
A Service to Insurers and Municipalities

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

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

- If apparatus is ULC listed¹ and of an appropriate age then it can receive full credit
- If apparatus is designed to meet all of the requirements of NFPA 1901, and has been tested and evaluated for its compliance with NFPA 1901, by an accredited agency², then it can also receive full credit.
- If the apparatus does not meet one of the two above criteria, then some credit between 0-100% would be applied to the apparatus within the calculation of fire insurance grades.
 - This credit is based on an analysis of the reliability of the apparatus with respect to its capacity of continuously provide emergency response and all related intended purposes (as specified in ULC S515 and/or NFPA 1901):
 - Apparatus design standard and specifications;
 - Age of apparatus;
 - Results of apparatus acceptance and service testing (including, but not limited to, weight, road and pump performance tests);
 - Accident history;
 - Out of service history;
 - Frequency of testing and indications of apparatus reliability; and
 - Frequency of maintenance and indications of apparatus reliability.

Figure 2. From NFPA 1901 Guidelines First-Line and Reserve Fire Apparatus.

It is recommended that apparatus more than 15 years old that have been properly maintained and that are still in serviceable condition be placed in reserve status; be upgraded in accordance with NFPA 1912; and incorporate as many features as possible of the current fire apparatus standard (see Section D.3). This will ensure that, while the apparatus might not totally comply with the current editions of the automotive fire apparatus standards, many of the improvements and upgrades required by the current editions of the standards are available to the fire fighters who use the apparatus.

Apparatus that were not manufactured to the applicable NFPA fire apparatus standards or that are over 25 years old should be replaced.



Cape Breton Regional Fire Chiefs' Association



We would also like to draw your attention to two additional matters with respect to the current state of the fire apparatus fleet:

- First, at present, there is one spare truck that can be utilized when an engine is taken out of service for repairs or maintenance. The spare truck itself is now 25 years old and by all accounts, should not be used as a first responding apparatus in the CBRM; however, the situation is such that this is the case. The availability of at least two additional spare engines and at least one tanker would alleviate some concern with the fire service through the replacement of vehicles that have been in service beyond their acceptable life span.
- Second, but equally important, requiring your attention is the need for additional mechanics to maintain and service the existing and future apparatus. Currently, there are two mechanics to service and repair 79 large fire apparatus as well as a number of smaller units (within the city and former towns). The mechanics conducting service and repairs to fire apparatus require Emergency Vehicle Technician certification and having only two individuals committed full-time to servicing the fire apparatus is not enough. There is a requirement for more mechanics with EVT certification to maintain the apparatus that provides fire and emergency protection to the citizens of CBRM.

Everyone is trying to ensure the safety of CBRM citizens and protection of their property – there is no question that is foremost for all of us. As an Association, we would welcome the opportunity to participate in discussions to assist with the development and delivery of an upgraded/updated fleet plan and operational plan for fire and emergency services delivery in the CBRM and ask that support be provided to the fleet plan as prepared by Deputy Chief MacNeil, understanding it may require some adjustments in the future. Working with you and CBRM Fire Administration, we are looking forward to the opportunity to build the most effective and efficient fire service for protection of our communities within CBRM.

