

Cape Breton Regional Municipality

Council Meeting

AGENDA

TUESDAY, JUNE 16TH, 2015

4:00 P.M.

Council Chambers
2nd Floor, Civic Centre
320 Esplanade, Sydney, NS

Cape Breton Regional Municipal Council

Tuesday, June 16th, 2015

4:00 p.m.

AGENDA ITEMS

ROLL CALL

O' Canada

Moment of Silent Reflection

1. **APPROVAL OF MINUTES:** (Previously Distributed)

- Special Council – December 19th, 2014
- Special Council – May 15th, 2015
- Regular Council – May 19th, 2015

2. **BUSINESS ARISING:**

2.1 **In-Camera Council – June 2nd, 2015** – Marlene Usher, CEO - Port of Sydney Development Corporation

- a) **Issue Paper: Port of Sydney Development Strategy**
(See page **6**)
- b) **Exclusivity Agreement** (See page **9**)
- c) **Issue Paper – Port of Sydney Project Proposal**
(See page **16**)
 - i) **Purchase and Sale Agreement with Sydport Operations Ltd.** (See page **18**)
 - ii) **Lease Agreement – with Point Edward Marine** (See page **39**)

...Continued

3. **DELEGATIONS:**

- 3.1 **Cape Breton Island's University – Strategic Update on Entrepreneurship and Immigration** : Spokespersons: Dr. David Wheeler - CBU President and Vice-Chancellor; Dr. David Rae - Dean, Shannon School of Business; Amanda McDougall - Manager, Immigration Partnerships (See page **60**)

4. **REPORTS:**

- 4.1 **Resource Recovery Fund Board:** Spokespersons, Mr. Jeff McCallum, Chief Executive Officer and Mr. Gilles Doucette, Director of Operations (See page **71**)
- 4.2 **Presentation on Atlantic Gateway and the Global Silk Road:** Barry Sheehy, Harbour Port Development (See page **80**)
- 4.3 **Presentation McKeil Marine:** Spokesperson Dan MacPherson, Business Development Manager, McKeil Marine (See page **90**)

5. **PLANNING ISSUES:**

- 5.1 **Request from Peter Martin to Allow Development of a Vacant Lot Parcel Behind 931 Kings Road, Sydney River:** Malcolm Gillis, Director of Planning (See page **124**)
- 5.2 **Request by Wayne Weatherbee to amend the zoning along Terry Way, Sydney, to allow for a Doctor's Office:** Malcolm Gillis, Director of Planning (See page **132**)
- 5.3 **Request from Peter Seward – Proposed Subdivision in Catalone Lake Area:** Malcolm Gillis, Director of Planning (See page **134**)

6. **CORPORATE SERVICES ISSUES:**

- 6.1 **Property Matters:** Ken Smith Planner
- a) **Request to Purchase CBRM Land:** CBRM lot located toward the eastern end of Plummer Avenue, on the corner of Arthur Street and Plummer Avenue, New Waterford, 14,800 sq. ft. PID# 15468424 (Mr. Hugh MacPherson) (See page **139**)

Continued....

CORPORATE SERVICES ISSUES (Cont'd):

- 6.2 **Sustainability Requests over \$50,000:**
Marie Walsh, Chief Financial Officer (See page **144**)

7. **BY-LAWS, RESOLUTIONS & MOTIONS:**

7.1 **By-Laws:**

- a) **Second / Final Reading:** N/A
- b) **First Reading:**
- i) **Area Rate By-law – Updated Report:** John MacKinnon,
Director of Technology (See page **174**)

7.2 **Resolutions and Proclamations:**

- a) **Jane Orrell – Executive Director of EmployAbility Partnership**
Councillor Clarence Prince (See page **178**)
- b) **CBRM Support for CBC Application**
Councillor Eldon MacDonald (See page **179**)
- c) **St. John Ambulance Month**
Councillor Jim MacLeod (See page **180**)

7.3 **Motions:** N/A

Adjournment

ISSUE PAPER

June 12, 2015

To: Mayor and Council

Port of Sydney Development Strategy

BACKGROUND:

Governance and Operation: Transference of Responsibility for the Port of Sydney

On April 1, 2015 the Port of Sydney Development Corporation was created with a mandate to develop and market the Port of Sydney on behalf of its sole shareholder, the Cape Breton Regional Municipality. With the placement of Marlene Usher as the CEO, it is recommended that the mandate, authority and responsibility for the overall port development, operations and governance be transferred from the Mayor, Council and CBRM Administration, as approved by previous Motion of Council to the Port of Sydney Development Corporation.

Marketing Exclusivity Agreement: Harbor Port Development Partners, Inc. (HPDP)

Harbor Port Development Partners, Inc. (HPDP) was formed specifically to assemble the business consortium required to develop the Port of Sydney. Their intent is to capitalize on the significant natural and strategic advantages that position Sydney as the optimal location to develop a World-class shipping hub for eastern North America. Their mandate is to bring together firms with the necessary financial resources, construction expertise and logistical support skills to fast-track this project.

For the past 16 months HPDP have provided development services for the Port of Sydney; specifically, they have brought finance, engineering, shipping and construction companies to the table to discuss specific port-related projects in the CBRM, including Point Edward Marine Inc. (PEM).

Besides their significant time commitment, HPDP have invested money as well. They have paid for services related to legal engineering graphic design, feasibility and consulting. They have disclosed that their investment to date is in excess of 1.2 million.

This approach for the development of the Port of Sydney is low risk for the CBRM. The actions of HPDP on port development are based on the immense potential of the Sydney Port rather than a client/fee relationship which CBRM has had in the past.

HPDP have advanced the project to a point where they are seeking an agreement from CBRM to be the exclusive developer for the port for a period of two years. This agreement would be in effect for lands known as the "greenfield site" as well as other lands in Sydport referred to as the "backlands" The backlands have yet to be acquired by CBRM and negotiations are underway with Public Works and Government Services Canada.

The exclusivity agreement also contemplates the Development agreement (para. 2 vi). The Development agreement would be exercised when the project has fully materialized. The details for this agreement are subject to negotiation between CBRM and HPDP; however, the agreement contemplates three areas of compensation for CBRM (para. 2 vi [c]):

- A) A lump sum payment to CBRM
- B) An annual lease payment payable to CBRM
- C) A royalty based annual revenue stream based on traffic at the Port.

The timing of this agreement is important as the project is progressing and further travel is required and the phase one feasibility study will be available before the end of this month. HPDP are eager and willing to take next steps however they can only do so under this agreement with the CBRM.

Therefore it is recommended that Harbor Port Development Partners, Inc. be awarded an exclusivity agreement to continue to pursue the development of the Port of Sydney with the Port of Sydney Development Corporation.

Recommendations:

- The mandate, authority and responsibility for the overall port development, operations and governance be transferred from the Mayor, Council and CBRM Administration, as approved by previous Motion of Council to the Port of Sydney Development Corporation.

- Harbor Port Development Partners, Inc. be awarded an exclusivity agreement to continue to pursue the development of the Port of Sydney with the Port of Sydney Development Corporation.



Marlene Usher, CEO Port of Sydney

THIS EXCLUSIVE DEVELOPMENT AGREEMENT made May ____, 2015.

BETWEEN:

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

(hereinafter called "**CBRM**")

OF THE FIRST PART

- and -

HARBOR PORT DEVELOPMENT PARTNERS INC., a corporation duly incorporated pursuant to the laws of Canada, with a registered office situate at 3940 Cote des Neiges, Suite B92, Montreal, Quebec, Canada H3H 1W2;

(hereinafter called the "**HPDP**")

OF THE SECOND PART

WHEREAS the CBRM is the owner of certain lands identified by PID Nos. 15678253, 15210651, 15210073, 15589567, 15210461, 15378268 and 15545312, commonly known as the Greenfield Site which comprise a portion of the Port of Sydney;

AND WHEREAS CBRM is in the process of acquiring lands in proximity to the Greenfield Site, referred to as Backlands, identified as follows:

Point Edward property:

15031891, 15589575, 15718976, 15589591, 15589617, 15589583, 15589609

AND WHEREAS it is the intention and desire of HPDP to develop the Greenfield Site and, subject to acquisition by CBRM, the Backlands property, into a state of the art container terminal and logistic park for the purpose of linking the Port of Sydney to global cargo markets (the "Project");

AND WHEREAS HPDP has invested considerable time and expense in establishing and maintaining business relationships with viable strategic partners interested in participating in the Project and is desirous of further facilitating development on behalf of CBRM for the advancement of the Project;

AND WHEREAS it is the desire of the parties to document the relationship between CBRM and HPDP.

NOW THEREFORE WITNESSETH IN CONSIDERATION of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Exclusive Rights

- (a) CBRM hereby grants to HPDP, subject to the terms and conditions set out herein, sole and exclusive development rights in relation to the advancement of the Project.

2. Duties of HPDP

- (a) HPDP shall use its best efforts to develop a consortium of equity investors, and other necessary entities which would be required to initiate the construction of a container terminal, leading to the eventual operation of the container terminal. Without limiting the foregoing, HPDP shall:

- i. Use its best efforts to develop a consortium of equity partners for development of a state of the art container terminal for the Port of Sydney, and such other collateral developments as may be agreed between the Parties;
- ii. Facilitate completion of a feasibility study as a basis for securing funding for the Project;
- iii. Report with CBRM on a biweekly basis and advise (financial and otherwise) and advise with respect to the planning of the Project;
- iv. Facilitate and mediate discussions between potential investors, developers, operators, and CBRM to assist in establishing timelines in relation to initiating the Project and development process generally;
- v. Initiate cooperative relationships with other international ports and associations;
- vi. Subject to approval of the CBRM Council, finalize a binding agreement between CBRM, HPDP and the strategic partners that will form the basis of commencement of the Project (the "Development Agreement"). For greater certainty, the parties, acting reasonably, agree that the Development Agreement shall only be exercised at a time in which:
 - a. HPDP has identified a viable scheme for the operation of an international container terminal;
 - b. HPDP has delivered associated financial projections and aggregate construction costs;
 - c. The Parties have reached final agreement with respect to the financial return of CBRM on the Project ("CBRM financial return"). It is agreed that the CBRM financial return, shall include, *iter alia* :

1. A lump sum payment at the time of execution of the Development Agreement; and
2. An annual lease payment in relation to the occupation and use of the Greenfield site, and associated lands for the Project; and
3. A royalty based annual revenue stream calculated and based upon throughput associated with the Project.

vii. Perform such other appropriate and necessary services in connection with the Project as HPDP, in good faith, deems appropriate.

- (b) Notwithstanding anything to the contrary herein, HPDP shall not enter into any agreement, contract or arrangement with any person, firm or corporation, or other enterprise imposing any legal obligation or liability of any kind whatsoever on CBRM, unless it has specific authority to do so from CBRM, in writing.

3. Costs and Remuneration

- (a) CBRM acknowledges that HPDP has invested considerable time and expense in relation to the promotion of the Project and shall continue to do so through the duration of this Agreement.
- (b) All funds to be paid hereunder shall be paid in Canadian dollars to be disbursed on closing via wire transfer.

4. Term

- (a) The term of this Agreement shall be for a period of two (2) years (the "Term"). The Agreement may be extended upon both parties agreeing, and acting reasonably, that HPDP has made viable progress but was unable in good faith to finalize the Development Agreement by the end of the initial Term.
- (b) This Agreement may be terminated as follows:
- i. by mutual agreement between the parties; or
 - ii. CBRM may terminate the Agreement for cause.
- (c) Upon termination of this Agreement, or in the event the parties fail to negotiate a Development Agreement, the propriety rights in all work product generated by the efforts of HPDP shall become the sole property of CBRM upon payment by CBRM of all direct costs of HPDP associated with compilation of the data.

5. Relationship

- (a) The relationship of HPDP to CBRM is intended to be and shall be that of an independent contractor. Prior to entering into a Development Agreement, the parties acknowledge and agree that HPDP is not an employee, partner or joint venturer of CBRM. HPDP shall not act or attempt to act, or represent itself, directly or by implication, as an employee, partner or joint venturer of CBRM. HPDP shall in the course of all transactions and in all

correspondence and other documents emphasize its role as the developer of the aforementioned lands on behalf of the owner of these lands, CBRM.

6. Representations of HPDP

(a) HPDP represents and warrants that:

- i. in executing this agreement, it is not presently involved, nor will it involve itself in any conflict of interest situation which would prevent it from acting in CBRM's best interests; and
- ii. it shall disclose to CBRM any beneficial or carried interest HPDP has acquired, or will acquire, in respect of any investor or other strategic partner in relation to the Project; and
- iii. it will not, directly or indirectly, disclose or use, at any time, either during or subsequent to the termination or expiry of this agreement, any secret or any confidential information, knowledge or data of CBRM unless it has been determined by CBRM and HPDP that such disclosure is necessary to further development related to the Project.

7. Disclosure and Confidentiality

- (a) CBRM will provide all information deemed relevant, and reasonably required by HPDP, to further development related to the Project.
- (b) Each party shall, during the term of this agreement, and thereafter, treat as confidential any and all information learned by the other concerning the business or affairs of the other, and in particular:
 - i. not disclose to any third party the terms and conditions of this agreement;
 - ii. take proper steps to prevent such disclosure by employees, and
 - iii. safeguard all documents against theft, damage or access by unauthorized persons.

8. Dispute Resolution

- (a) All disputes, controversy or claims arising out of or in connection with or in relation to the contract, including any question regarding its existence, validity or termination, shall be submitted to and be subject to the jurisdiction of the courts of the Province of Nova Scotia which shall have exclusive jurisdiction in the event of any dispute under this agreement. The parties irrevocably submit to the jurisdiction of such courts to finally adjudicate or determine any suit, action or proceedings arising out of or in connection with this agreement. Alternatively, the parties may agree to submit the matter to arbitration in accordance with the Nova Scotia Commercial Arbitration Act.

9. Assignment

- (a) This agreement is not assignable by HPDP, either directly or indirectly.

10. Applicable Law

- (a) This agreement shall be governed by and construed in accordance with the domestic laws of the Province of Nova Scotia.

11. Notice

- (a) Any notice or other documents required or permitted to be given hereunder shall be in writing and shall be delivered, mailed by pre-paid registered mail, return receipt requested or sent by facsimile transmission addressed to the party or parties to whom it is to be given at the address shown below or at such other address or addresses as the party or parties to whom such writing or document is to be given shall have last notified all other parties hereto in accordance with the provisions of this section:

if to HPDP at:

3940 Cote des Neiges
Suite B92
Montreal, Quebec
Canada H3H 1W2

if to CBRM at:

c/o The Breton Law Group
292 Charlotte Street, Suite 300
Sydney, NS B1P 1C7

- (b) Any such notice or other document shall:
- i. if delivered, be deemed to have been given and received at the place of receipt on the date of delivery, provided that if such date is a day other than a business day, such notice or document shall be deemed to have been given and received at the place of receipt on the first business day in the place of receipt, thereafter;
 - ii. if transmitted by facsimile transmission, be deemed to have been given and received at the place of receipt on the next business day in the place of receipt, following the day of sending, and
- (c) In the event of postal disruption, such notices or documents must either be delivered personally or sent by facsimile transmission.

12. Entire Agreement

- (a) This agreement constitutes the entire agreement of all the parties with respect to the subject-matter hereof and, except as stated in this agreement and in the instruments and documents to be executed and delivered pursuant to it, contains all of the representations, undertakings and agreements of all parties respecting the subject-matter hereof. There are no representations, undertakings or agreements of any kind between all the parties respecting the subject-matter hereof except those contained in this agreement.

13. Successors and Assigns

- (a) This agreement shall be binding on and enure to the benefit of the successors of both parties and all persons or corporations succeeding to or acquiring the business now carried on by CBRM or HPDP.

SIGNATURE PAGE FOLLOWS

DRAFT

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

Witness

Witness

Witness

CAPE BRETON REGIONAL MUNICIPALITY

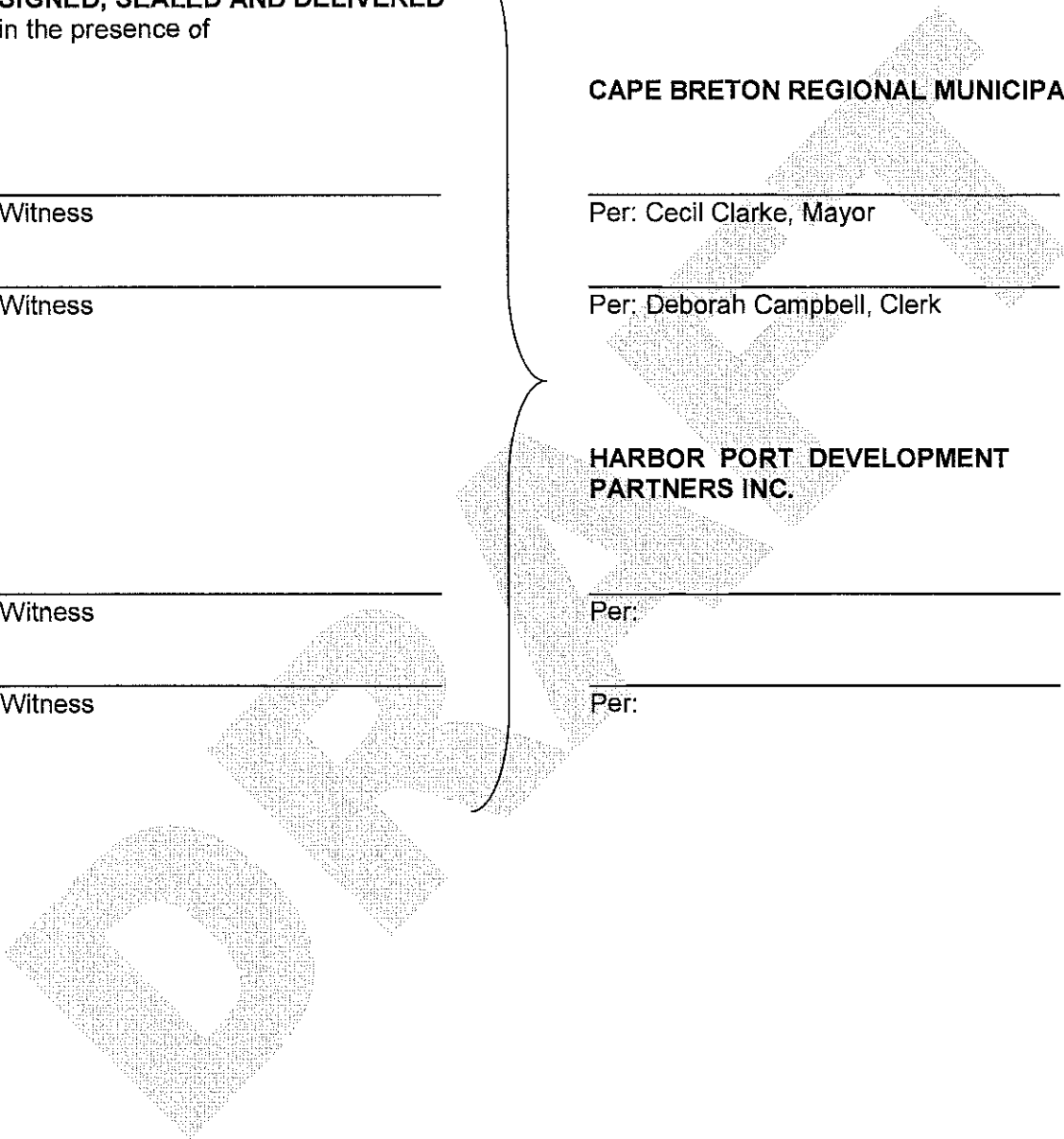
Per: Cecil Clarke, Mayor

Per: Deborah Campbell, Clerk

**HARBOR PORT DEVELOPMENT
PARTNERS INC.**

Per:

Per:



ISSUE PAPER

June 12, 2015

To: Mayor and Council

Port of Sydney Project Proposal

BACKGROUND:

Point Edward Marine Inc. (PEM)

As mentioned in the previous paper, Harbor Port Development Partners was able to attract Point Edward Marine Inc. (PEM), a newly incorporated entity to locate in the Sydport Industrial Park. PEM will provide a full range of marine services including ship docking, storage, ship repair and inspection, ship breaking and floating dry dock services. It will also provide tugboat service which is not currently provided in Sydney Harbour.

The establishment of a marine service company is consistent with the CBRM port development strategy. This type of service offered by PEM would be an essential service required for many port and marine related industries and will be essential to the development of a container terminal facility, which is part of the mandates of Harbor Port Development Partners and the Port of Sydney Development Corporation.

The lease agreement that is being proposed is conditional on the CBRM acquiring certain lands from Sydport Operations and East Coast Metal Fabrication for \$1.2 million, and then leasing these lands at cost plus carrying charges to Point Edward Marine (PEM). PEM will sign a 10 year lease with an option to renew for 10 years however they may buy the lease out during that period and the monthly lease payments would be deducted from the \$1.2 million.

The appraised value of the property in its current condition is approximately \$667,000.00 not including the wharf which was appraised in 2011 at \$356,000.00 by an independent appraiser. The \$1.2 million purchase price and the lease of this property for the same amount reflects a fair market valuation consistent with the MGA as per the Province's Department of Municipal Affairs and CBRM's solicitors on this file.

The 1.2 million paid by CBRM to Sydport Operations Ltd. will be reinvested in their company to improve infrastructure and establish a paint shop. This reinvestment will raise just over \$58,000 in new taxes to the CBRM.

This project is being presented to council as an economic development initiative to grow the Port of Sydney. McKel Marine (a major partner in the PEM consortium) is proposing to make Sydport its Atlantic Hub. This has the potential for the creation of jobs and also for significant spin off benefits.

By leasing the property to PEM, the CBRM would own the property; and, therefore, it is proposed that the CBRM would not be collecting municipal taxes estimated at \$50,000.00 annually; however, this is more than offset by the new taxes the CBRM will receive through East Coast Metal Fabrication's reinvestment plan. This inducement to PEM is in consideration for the considerable economic benefits that will accrue to the CBRM from this project. They include but are not limited to:

- Significant capital investment by PEM estimated at \$18 million
- Fuel purchase from local companies estimated at \$3-4 million annually
- Provision of tug services, which on cruise traffic alone, would have had a \$3 million increase on the local economy in 2014 alone
- Job creation estimated at over 100+ jobs, direct and indirect, over five years from PEM
- Improved infrastructure at Sydport Wharf
- Expansion of East Coast Metal Fabrication resulting in establishment of a \$1 million paint shop and job creation.

This development that HPDP was able to attract to our municipality will provide a tremendous boost to our economy and our local businesses and it is recommended that council approve the sale of the Sydport properties to the CBRM and the subsequent lease from the CBRM to Edward Marine Inc.

Recommendation:

Approve the sale of the Sydport properties to the CBRM and the subsequent lease from the CBRM to Point Edward Marine Inc.



Marlene Usher, CEO Port of Sydney

THIS AGREEMENT OF PURCHASE AND SALE made June ____, 2015

BETWEEN:

EAST COAST METAL FABRICATION INC., a company incorporated and existing under the laws of Province of Nova Scotia ("ECMF");

OF THE FIRST PART

- and -

SYDPORT OPERATIONS INC., a company incorporated and existing under the laws of Province of Nova Scotia ("SOI");

(hereinafter collectively referred to as the "**Vendor**")

OF THE SECOND PART

- and -

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

(hereinafter called the "**Purchaser**")

OF THE THIRD PART

WHEREAS ECMF is the owner of certain lands designated PID Nos. 15776370 and 15776388;

AND WHEREAS SOI is the owner of certain lands designated PID Nos. 15114101, 15169436 and 15114523;

AND WHEREAS CBRM is desirous of purchasing the Land from the Vendor on the terms enumerated herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 Whenever used in this agreement and in any certificate, opinion or other document delivered in accordance with or for the purpose of this agreement, unless there is something in the subject matter or content inconsistent therewith, the following words and terms shall have the respective meanings ascribed to them as follows:

- (1) Agreement means this Agreement and all instruments supplemental hereto or in amendment or confirmation hereof; "hereof", "hereto", and "hereunder" and similar expressions refer to this Agreement and, when relevant, to any particular article, section or paragraph hereof; "Article", "Section", "Subsection" and "paragraph" mean and refer to the specified Article, Section, subsection or Paragraph of this Agreement;
- (2) Closing means that event which takes place on the Closing Date when the transactions specifically set out in this Agreement shall take place or be concluded;
- (3) Closing Date means June 30, 2015 or such other date as may be agreed to by the parties at which the Closing takes place;
- (4) Common User Area means that area identified on a plan entitled Sydport Industrial Park-Phase 1, Point Edward, NS filed at the Registry of Deeds office on October 15th, 1990 as Plan No. M-2348 and attached hereto as Schedule "A"
- (5) Land means all of the real property (including the ECMF Land and SOI Land) of the Vendor situate at Sydport Industrial Park (PID Nos. 15114101, 15169436, 15114523, 15776370 and a portion of 15776388) more particularly described in Schedule "A" hereto;
- (6) SOI Land means PID Nos. 15114101, 15169436 and 15114523;
- (7) ECMF Land means PID 15776370 and a portion of PID 15776388 as illustrated in the sketch attached hereto as Schedule "A".

1.02 In this Agreement, words importing the singular include the plural and vice versa; words importing gender include all genders.

1.03 No amendment or modification to this Agreement shall be effective unless the same shall be in writing and executed by the Vendor and Purchaser. No indulgence or forbearance by the Purchaser hereunder shall be deemed to or shall constitute a waiver of the Purchaser's rights to insist on performance in a full and timely manner of all covenants of the Vendor hereunder and such waiver, in order to be binding upon the Purchaser, must be in writing and signed by the Purchaser, and then such waiver shall be effective only in the specific instance; nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

1.04 Article and Section headings are not to be considered part of this Agreement, but are included solely for convenience and are not intended to be full or accurate

descriptions of the content hereof.

- 1.05 The following Schedules are attached hereto and any exhibits or other documents attached to this Agreement are an integral part of this Agreement:
- (1) Schedule "A" – Sketch of portion of PID 15776388 to be conveyed;
 - (2) Schedule "B" - Description of Land;
- 1.06 All of the terms and provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns as the case may be.
- 1.07 This Agreement shall be construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein. The parties hereto shall submit and attorn to the jurisdiction of the Courts of Nova Scotia and to the Courts of such other jurisdiction (where applicable) as may be appropriate in any action or proceeding arising from or pursuant to this Agreement and any documentation provided for in this Agreement.
- 1.08 The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained and such invalid provision or covenant shall be deemed to be severable.
- 1.09 All dollar amounts referred to in this Agreement are in the lawful currency of Canada unless otherwise provided.

ARTICLE 2 - PURCHASE PRICE

- 2.01 Subject to the terms and conditions hereof, and based on the warranties and representations herein, the Purchaser agrees to purchase the Land of the Vendor, as described in Schedule "B", and the Vendor agrees to sell, assign and transfer the Land to the Purchaser.
- 2.02 The Purchaser agrees to pay and the Vendor agrees to accept for the Land the following:
- (1) SOI Land: One dollar (\$1.00)
 - (2) ECMF Land: One million one hundred ninety nine thousand nine hundred ninety nine dollars (\$1,199,999.00)
- 2.03 The Purchaser agrees to pay and the Vendor agrees to accept the payment of the purchase price as follows:
- (1) A deposit of one dollar (\$1.00) on the signing of this Agreement, which amount shall be paid to the Vendor's solicitor in trust;

- (2) The balance of the Purchase Price to be paid by Solicitors' Trust cheque, bank draft or wire transfer at the Closing;

2.04 The following items shall be adjusted as of the Closing Date;

- (1) Interest, rentals and fuel, if any, business occupancy taxes; utility charges; and any taxes levied in respect of or on any of the Land; and

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES - (VENDOR)

3.01 The Vendor warrants and represents to the Purchaser and acknowledge that the Purchaser is relying on such covenants, warranties and representations in connection with the purchase of the Land:

- (1) That the execution and delivery of this Agreement and all other documents contemplated by this Agreement to be executed by or on behalf of the Vendor ("Related Documents") and the consummation of the transactions contemplated hereunder and thereunder, subject to the terms of this Agreement, have been duly authorized by all requisite corporate action on behalf of the Vendor and this Agreement and the Related Documents will each be a valid and binding obligation of the Vendor and enforceable against the Vendor in accordance with their respective terms;
- (2) That the Vendor is properly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation with full power and authority (corporate or otherwise) to own its property and to permit the transactions contemplated by this Agreement;
- (3) That the Vendor has good and marketable title to the Land free and clear of all encumbrances and claims whatsoever, excepting existing easements, which include, but are not limited to, the rights of ingress and egress afforded to various landowners in the Sydport Industrial Park over the Common User Area.
- (4) That the Vendor is in good standing with respect to all of the following legislation:
 - (a) Labour Standards Code (Nova Scotia);
 - (b) Workers' Compensation Act (Nova Scotia);
 - (c) *Income Tax Act* (Canada) insofar as it requires monies to be withheld by the Vendor from the wages and salaries of its employees;
 - (d) Canada Pension Plan and Unemployment Insurance Act;
 - (e) Corporations Registration Act (Nova Scotia); and

- (f) All other legislation, the failure of the Vendor to honor their legal obligation under which could result in a lien or charge arising on the Land herein purchased and sold or the responsibility for which may become the obligation of the Purchaser.
- (5) That no person, firm or corporation has any agreement or right capable of becoming an agreement for the Purchase of any of the Land other than by this Agreement.
- (6) That the Vendor is, and on the Closing Date shall be, a resident of Canada within the meaning of the *Income Tax Act* (Canada).
- (7) That the Vendor has the Land insured against loss or damage by all insurable hazards or risks to their full replacement value and carries liability insurance to reasonable limits, and all such insurance coverage will be continued in full force and effect to and including the Closing Date.
- (8) That the Land is at the Vendor's risk up to and including the Closing Date.
- (9) That there are no actions, suits or proceedings pending or threatened against or affecting the Land to be sold.
- (10) That the Vendor has maintained and shall continue to maintain to the Closing Date the Land in good condition and repair.

ARTICLE 4 - CONDITIONS PRECEDENT TO CLOSING

- 4.01 The Purchaser shall not be obligated to complete the purchase and sale unless on the Closing Date the following conditions shall be satisfied, it being understood that these conditions are conditions precedent to the Closing, included for the exclusive benefit of the Purchaser, and that each or all of them may be waived in whole or in part by the Purchaser at any time prior to the Closing Date by written notice to the Vendor:
- (1) The Vendor has the right to convey good and marketable title to the Land free and clear of all encumbrances, with the exception of existing easements, which include, but are not limited to, the rights of ingress and egress afforded to various landowners in the Sydport Industrial Park over the Common User Area;
 - (2) The Vendor shall make available to the Purchaser all title documents, deeds and releases in its possession or under its control relating to any of the Land;
 - (3) The Vendor shall provide to the Purchaser prior to closing every reasonable opportunity to have access to the Land for the purposes of completing the requisite survey work on PID 15776388, as well as all environmental and engineering due diligence;
 - (4) The Vendor states that all covenants, warranties and representations in this

Agreement are true and correct and the Vendor shall furnish the Purchaser with evidence or further assurances reasonably required by the Purchaser that such is the case;

- (5) From the date of this Agreement to the Closing Date, there shall have been no substantial loss or destruction to the Land, and there shall be no material loss or damage to the Land not fully covered by insurance;
- (6) The Land shall be in a condition not worse than the condition as at the date of execution of this Agreement or as may be required by the terms hereof, and in the event any of the Land are destroyed or damaged, reasonable wear and tear excepted, or not in good working order, the Purchaser shall have the right to complete the purchase of the Land, the purchase price of which shall be reduced by the resulting diminution in value or the cost of repair;
- (7) The Purchaser shall, prior to Closing, have a reasonable opportunity to perform a final examination of the Land;
- (8) The purchase of the Land is conditional upon the subdivision of a portion of PID 15776388, as depicted in Schedule "A", being completed to the satisfaction of CBRM.
- (9) This Agreement is subject to the Purchaser's engineers, or otherwise, ensuring that all buildings, structures, fixtures, building systems and equipment, and all components thereof, including the roof, foundation, load-bearing walls and other structural elements thereof, heating, ventilation, air conditioning, mechanical, electrical, plumbing and other building systems, environmental control, remediation and abatement systems, sewer, storm and waste water systems, irrigation and other water distribution systems, parking facilities and fire protection, are in good working order.
- (10) This Agreement is subject to the Purchaser's engineers, or otherwise, completing all necessary environmental due diligence and being satisfied with the same.
- (11) The Vendor warrants that the Land title has been converted from the Registry of Deeds under the *Registry Act* to the Land Registration System under the *Land Registration Act*. The Purchaser is allowed up to and including the Closing Date to investigate the title to this Land which he shall do at his own expense. If prior to the Closing Date any valid objections to title are made in writing to the Vendor, which the Vendor shall be unable to remove, and which the Purchaser will not waive, this Agreement may be terminated and the deposit shall be returned without penalty.

ARTICLE 5 - CLOSING

- 5.01 The Closing shall take place on the Closing Date at the offices of the Breton Law Group, Sydney, NS.

5.02 At the Closing:

- (1) The Vendor shall deliver to the Purchaser valid and effective transfers of the Land by Warranty Deed;
- (2) The Vendor shall deliver to the Purchaser proof that it has taken all corporate steps necessary or, in the opinion of the Purchaser's solicitor, desirable to authorize and effect the sale, including without limiting, an opinion of the Vendor's solicitor to that effect;
- (3) The Vendor shall provide certificates of good standing for the Vendor companies and authorizing resolutions of the Vendor companies for the transactions contemplated herein;
- (4) The Vendor shall deliver to the Purchaser such evidence as counsel for the Purchaser may reasonably require, including but not limited to a bring down certificate, that all warranties and representations contained in this Agreement are true and correct to the Closing Date and that all conditions precedent have been met or complied with;
- (5) The Vendor shall deliver to the Purchaser such assignments of license and leases, if any;
- (6) Subject to the conveyance herein, should the conveyance of the Land attract HST, the Vendor and the Purchaser hereto agree that the Purchaser shall be responsible to pay any HST owing with respect to the Land. The Vendor and the Purchaser hereto agree to:
 - (a) File a joint election to neither collect nor remit HST if possible; or
 - (b) that the Purchaser shall have the right to elect to self remit on HST upon providing proof that the Purchaser is duly registered for HST.
- (7) The Purchaser shall pay to the Vendor the purchase price in accordance with Article 2.02;
- (8) The Vendor shall deliver a Statutory Declaration or such other proof (as determined by the solicitor for the Purchaser) that all HST and employee deductions remittances as well as income tax obligations have been paid by the Vendor to Canada Customs and Revenue Agency (CRA) together with a letter of indemnification from the Vendor to the Purchaser indemnifying the Purchaser for any loss, of whatsoever nature or kind, the Purchaser may suffer as a result of the Vendor's failure to make good on any of its obligations with respect to income tax, HST and/or employee deductions to CRA.

5.03 From time to time subsequent to the Closing Date, the Vendor shall at the request and expense of the Purchaser execute and deliver such additional conveyances, transfers and other assurances as may, in the opinion of counsel for the Purchaser, be reasonably required to carry out the intent of this Agreement and to

transfer the Land to the Purchaser.

- 5.04 The Land is to be at the risk of the Vendor until the Closing Date. Pending closing, the Vendor will hold all insurance policies and the proceeds thereof in respect of the Land in trust for the parties as their interests may appear. In the event of damage or destruction to the Land, the Purchaser may either have the proceeds of insurance and complete the purchase or may cancel this Agreement and have all monies theretofore paid returned without interest.

ARTICLE 6 - OBLIGATIONS OF THE PURCHASER

- 6.01 The Purchaser agrees to assume the Vendor's obligation pursuant to any Lease agreements provided the Vendor identifies agreements and notifies all parties to the agreements of the transfer of the Land.

ARTICLE 7 - SURVIVAL OF WARRANTIES AND REPRESENTATIONS

- 7.01 All warranties and representations made by the Vendor and the Purchaser shall be deemed to have been relied upon by the other party notwithstanding any investigations before or after made on their behalf and shall survive the completion of the purchase and sale of the Land and, notwithstanding the Closing, shall continue and remain in full force and effect for the benefit of the parties until fully discharged.
- 7.02 The Vendor shall indemnify and save harmless the Purchaser from and against all damages, losses, costs or expenses which the Purchaser sustains or incurs by reason of any breach of any of the warranties and representations contained in this Agreement.
- 7.03 The Purchaser shall indemnify and save harmless the Vendor from and against all damages, losses, costs or expenses which the Vendor sustains or incurs by reason of any breach of any of the warranties and representations contained in this Agreement.

ARTICLE 8 - ARBITRATION

- 8.01 Any dispute respecting the interpretation of this Agreement or the performance by any part of the obligations contained herein shall be determined by arbitration as herein provided. If the parties hereto involved in any dispute are able to agree to the appointment of one arbitrator, then the dispute shall be determined by such arbitrator. If, however, the parties are not able to agree to a single arbitrator, the dispute shall be determined by the award of a majority of arbitrators, one to be named by each one of the disagreeing parties to any dispute. The arbitrators so chosen shall select one additional arbitrator and their award or decision or the award or decision of the majority of them shall be final and binding. If either of the parties shall neglect or refuse to name its arbitrator within thirty (30) days of a request in writing to do so following the appointment of the arbitrator for the other party, the arbitrator appointed shall act as sole arbitrator, and his decision shall be binding upon the parties hereto. If the arbitrators shall fail to agree and shall fail to

appoint the additional arbitrator, the additional arbitrator shall be appointed by the Company through its solicitor making application to the Supreme Court of Nova Scotia. Each of the parties involved in the dispute shall bear its or their costs of the arbitrator by it. The other expenses of arbitration shall be borne equally by the parties involved in the dispute.

ARTICLE 9 - GENERAL PROVISIONS

- 9.01 Time shall be of the essence of this Agreement.
- 9.02 Any notice required or permitted to be given hereunder shall be sufficiently given if given personally, sent by email, or sent by first class mail, postage prepaid:
- (1) if to ECMF, addressed to Jim Gogan at:
Suite 300, 292 Charlotte Street Sydney, NS B1P 1C7
 - (2) If to the SOI, addressed to Jim Gogan at:
Suite 300, 292 Charlotte Street Sydney, NS B1P 1C7
 - (3) If to CBRM, addressed to Jim Gogan at:
Suite 300, 292 Charlotte Street Sydney, NS B1P 1C7
 - (4) Any party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the date of giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.
- In the case of notice given by mail, such notice shall be deemed to be received on the third business day following mailing.
- 9.03 This Agreement shall enure to the benefit of and be binding upon the Vendor and Purchaser and their respective heirs, executors, administrators, successors and assigns.
- 9.04 This Agreement shall be construed and shall only be construed in accordance with the laws of the Province of Nova Scotia.
- 9.05 No public announcement or press release concerning the purchase and sale herein provided shall be made by the Vendor or the Purchaser without the consent and joint approval of the Vendor and Purchaser.
- 9.06 Words importing the singular number only include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders and words importing persons include firms, corporations and vice versa.
- 9.07 Purchaser and the Vendor agree that this Agreement may be communicated by a

facsimile transmission and that when signed by all parties, this Agreement shall be binding on all parties.

SIGNATURE PAGE FOLLOWS

DRAFT

ARTICLE 10 - EXECUTION

10.01 **IN WITNESS WHEREOF** the parties hereto have executed These Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

Witness

Witness

Cape Breton Regional Municipality

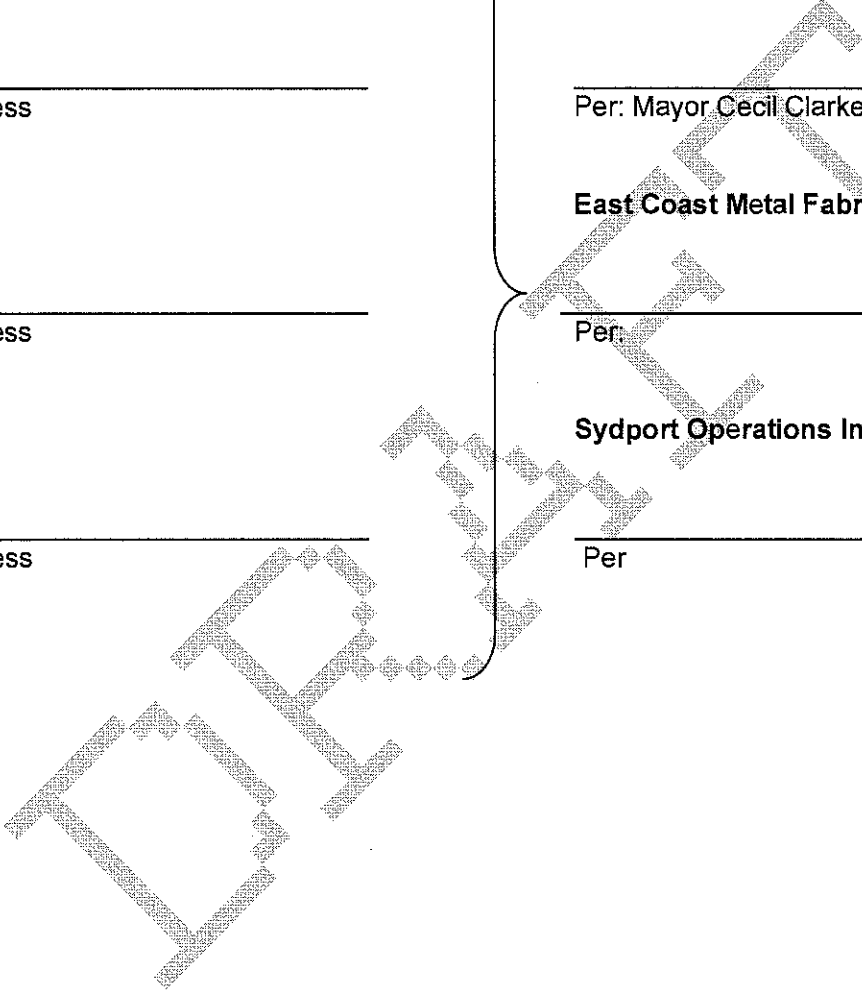
Per: Mayor Cecil Clarke

East Coast Metal Fabrication Inc.

Per:

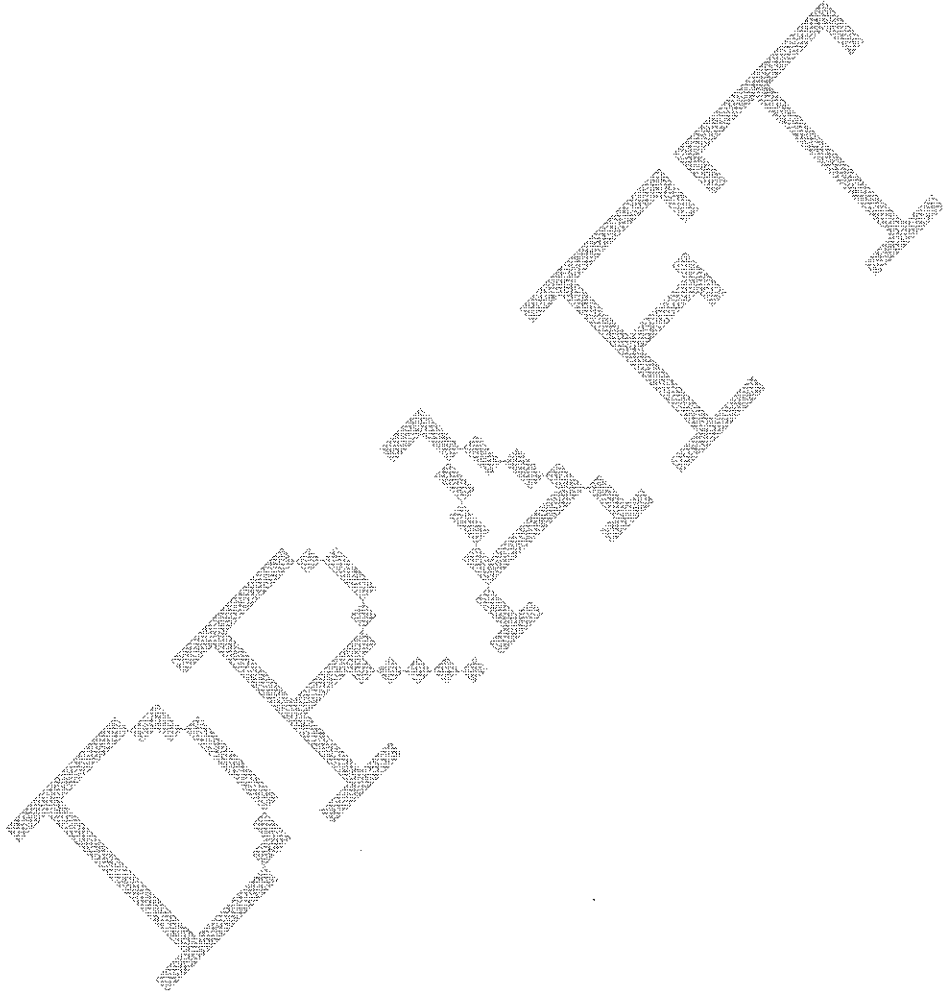
Sydport Operations Inc.

Per

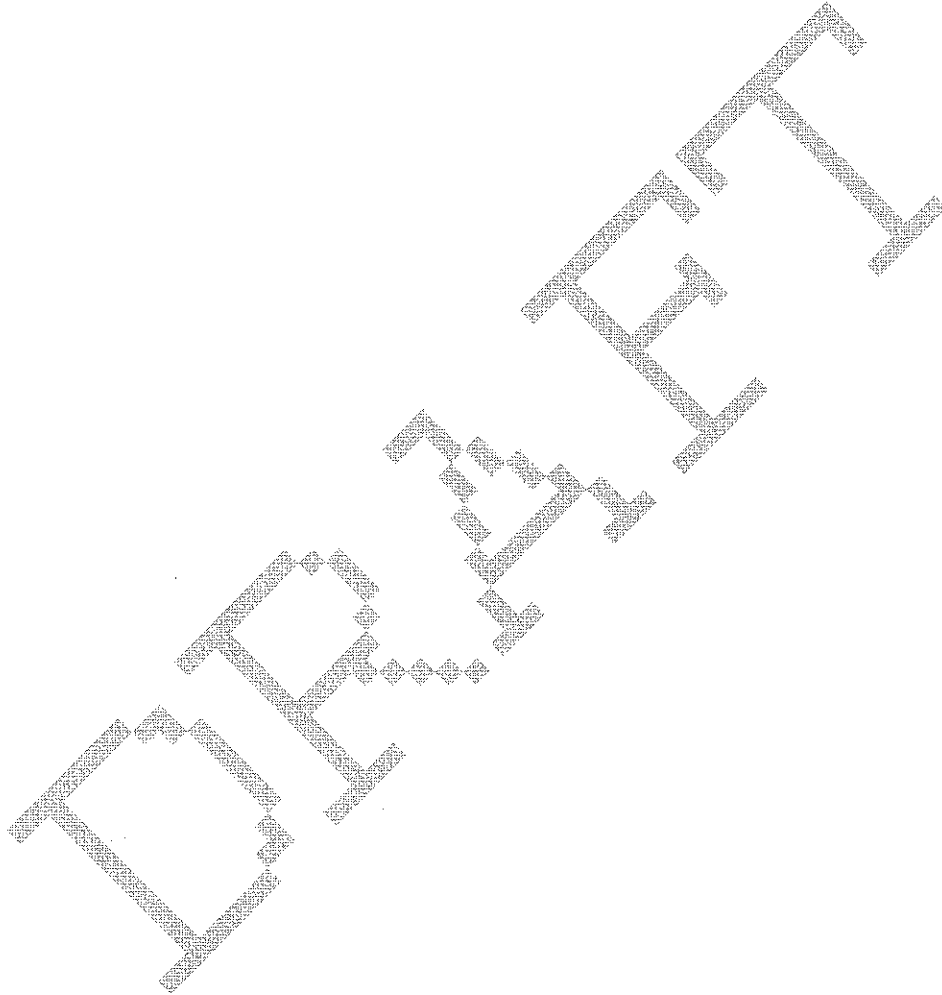


Schedule "A"

**Plan entitled Sydport Industrial Park-Phase 1, Point Edward, NS filed at the Registry
of Deeds office on October 15th, 1990 as Plan No. M-2348**



Schedule "B"
Sketch



Schedule "C"
Legal Descriptions

PID 15776370

Municipality/County Point Edward/Cape Breton County
Designation of Parcel on Plan: Lot S
Title of Plan: Plan of Subdivision Entitled "Sydport Industrial Park - Phase 1" Sydport,
Point Edward, Cape Breton County, Nova Scotia
Registration County: Cape Breton County
Registration Number of Plan: M-2348
Registration Date: October 15, 1990

RESERVING AND EXCEPTING ALL WATER AND SEWER PIPELINES as described in document #82905234.

TOGETHER WITH the right of ingress and egress over a network of streets (identified as PID 15578420) within the Sydport Industrial Park as shown on the Plan of Subdivision entitled Sydport Industrial Park-Phase 1, Sydport, Point Edward, Nova Scotia, filed October 15, 1990, at the Registry of Deeds Office at Sydney, Cape Breton County, Nova Scotia, as Plan Number M-2348, for the purpose of accessing the above-described lot located within the Sydport Industrial Park from the nearest public road, commonly known as the Edwardsville Road, in the County of Cape Breton as recorded in a Deed at the Registry of Deeds Office on 17 December 2012, as Document #102160984.

SUBJECT TO existing easements for pole and/or pipelines as described in Book 1589 at page 249.

SUBJECT TO the existing railway track as depicted on Plan M-2348, filed at the Registry of Deeds Office on October 15, 1990.

*** Municipal Government Act, Part IX Compliance ***

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(c) resulting from an acquisition or disposition of land by Her Majesty the Queen in right of the Province or in right of Canada or by an agency of Her Majesty.

PID 15114101

All that certain lot, piece or parcel situate, lying and being at Edwardsville, County of Cape Breton, Province of Nova Scotia and being more particularly bounded and described as follows:

A WATER LOT BEGINNING at the intersection of the Southwesterly boundary of the

expropriated lands of Ellen J. Gammell with the line of high water ordinary spring tides, Sydney Harbour;

THENCE From the Point of Beginning so determined, S 20 degrees 30 minutes E a distance of six hundred sixty feet (660 feet) to a point;

THENCE N 43 degrees E a distance of one thousand two hundred twenty feet (1,220 feet) to a point;

THENCE N 51 degrees W a distance of six hundred five feet (605 feet) to its intersection with the line of high water ordinary spring tides, Sydney Harbour;

THENCE Following the said line of high water ordinary spring tides along the expropriated lands of Ellen J. Gammell in a general Southeasterly direction a distance of one thousand eight hundred thirty feet (1,830 feet) more or less, to the Point of Beginning, and containing an area of 12.6 acres, more or less.

SAVING AND EXCEPTING any portions of the lots and/or streets as depicted on the Plan of Subdivision entitled "Sydport Industrial Park - Phase 1" filed as Plan M-2348 on October 15, 1990, that may be within the boundaries of the above described lot.

RESERVING AND EXCEPTING ALL WATER AND SEWER PIPELINES as described in document #82905234.

Saving and Excepting Parcel I as shown on registered plan no. 101663400 recorded in the Land Registration Office for Cape Breton County.

SAVING AND EXCEPTING any portion of Lot 2012-2, as shown on registered Plan No. 101663400 filed October 2, 2012, that may be within the boundaries of the above described lot.

TOGETHER WITH the right of ingress and egress over a network of streets (identified as PID 15578420) within the Sydport Industrial Park as shown on the Plan of Subdivision entitled Sydport Industrial Park-Phase 1, Sydport, Point Edward, Nova Scotia, filed October 15, 1990, at the Registry of Deeds Office at Sydney, Cape Breton County, Nova Scotia, as Plan Number M-2348, for the purpose of accessing the above-described lot located within the Sydport Industrial Park from the nearest public road, commonly known as the Edwardsville Road, in the County of Cape Breton as recorded in a Deed at the Registry of Deeds Office on 2 January 2013, as Document #102234888.

SUBJECT TO existing easements for pole and/or pipelines as described in Book 1589 at page 249.

SUBJECT TO the right of Her Majesty the Queen, to the free use, passage and enjoyment of, in, over and upon all navigable waters that now are or may be hereafter found on or under or flowing through or upon any part of said lands as described in Grant from Her Majesty the Queen (Registry Reference Book 954 at Page 667).

SUBJECT TO a right of way over a "Common User Area" identified on a plan entitled

Sydport Industrial Park-Phase 1, Point Edward, N.S. filed at the Registry of Deeds office on October 15, 1990 as Plan No. M-2348 and described at Document No. 88845111.

SUBJECT TO a right of way over a "Common User Area" identified on a plan entitled Sydport Industrial Park-Phase 1, Point Edward, N.S. filed at the Registry of Deeds office on October 15, 1990 as Plan No. M-2348.

SUBJECT TO THE RIGHT OF INGRESS AND EGRESS over the property (via the Inner Quay (wharf) and Main Jetty) as shown on a Plan entitled "Sydport Industrial Park - Phase 1", dated November 24, 1989 and prepared by MacKinnon Surveys and Investments Ltd., of Sydney, Nova Scotia, and registered at the Registry of Deeds on the 15th day of October, 1990 as Plan No. M-2348 as shall be required for access to the lands as described in Book 1678 at Page 161.

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act
Registration District: CAPE BRETON COUNTY
Registration Year: 2012
Plan or Document Number: 101663400

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan

PID 15169436

All that certain lot, piece or parcel situate, lying and being at Edwardsville, County of Cape Breton, Province of Nova Scotia and being more particularly bounded and described as follows:

A WATER LOT BEGINNING at the intersection of the Southwesterly boundary of the Water Fence Road with the line of high water ordinary spring tides, Sydney Harbour;

THENCE S 57 degrees E a distance of five hundred twenty-eight feet (528 feet) to a point;

THENCE S 33 degrees W a distance of five hundred thirty feet (530 feet) to a point;

THENCE N 57 degrees W a distance of five hundred fifteen feet (515 feet) to a point at the intersection of the line of high water ordinary spring tides, Sydney Harbour, with the Southwesterly boundary of the expropriated lands of Laura Fraser;

THENCE following the said line of high water ordinary spring tides in a Northeasterly direction along the expropriated lands of Laura Fraser a distance of five hundred seventy feet (570 feet) to the Point of Beginning, and containing an area of 7.02 acres, more or less.

SAVING AND EXCEPTING any portions of the lots and/or streets as depicted on the Plan of Subdivision entitled "Sydport Industrial Park - Phase 1" filed as Plan M-2348 on October 15, 1990, that may be within the boundaries of the above described lot.

RESERVING AND EXCEPTING ALL WATER AND SEWER PIPELINES as described in document #82905234.

TOGETHER WITH the right of ingress and egress over a network of streets (identified as PID 15578420) within the Sydport Industrial Park as shown on the Plan of Subdivision entitled Sydport Industrial Park-Phase 1, Sydport, Point Edward, Nova Scotia, filed October 15, 1990, at the Registry of Deeds Office at Sydney, Cape Breton County, Nova Scotia, as Plan Number M-2348, for the purpose of accessing the above-described lot located within the Sydport Industrial Park from the nearest public road, commonly known as the Edwardsville Road, in the County of Cape Breton as recorded in a Deed at the Registry of Deeds Office on 2 January 2013, as Document #102234888.

SUBJECT TO existing easements for pole and/or pipelines as described in Book 1589 at page 249.

SUBJECT TO the right of Her Majesty the Queen, to the free use, passage and enjoyment of, in, over and upon all navigable waters that now are or may be hereafter found on or under or flowing through or upon any part of said lands as described in Grant from Her Majesty the Queen (Registry Reference Book 954 at Page 667).

SUBJECT TO a right of way over a "Common User Area" identified on a plan entitled Sydport Industrial Park-Phase 1, Point Edward, N.S. filed at the Registry of Deeds office on October 15, 1990 as Plan No. M-2348 and described at Document No. 88845111.

SUBJECT TO a right of way over a "Common User Area" identified on a plan entitled Sydport Industrial Park-Phase 1, Point Edward, N.S. filed at the Registry of Deeds office on October 15, 1990 as Plan No. M-2348.

SUBJECT TO THE RIGHT OF INGRESS AND EGRESS over the property (via the Inner Quay (wharf) and Main Jetty) as shown on a Plan entitled "Sydport Industrial Park - Phase 1", dated November 24, 1989 and prepared by MacKinnon Surveys and Investments Ltd., of Sydney, Nova Scotia, and registered at the Registry of Deeds on the 15th day of October, 1990 as Plan No. M-2348 as shall be required for access to the lands as described in Book 1678 at Page 161.

SUBJECT TO a 20 foot width easement for a proposed Fuel Pipe Line, extending in a southeasterly direction within the boundary limits of Marine Drive, from the southernmost corner of a parcel of land owned by Northern Petroleum Corporation Limited (PID 15614712) and terminating at a point on the Outer Jetty on the western side of Sydney Harbour; said 20 foot easement being shown on Plan No. 2351 filed October 17, 1990 and described in Schedule "B" in Book 1678 at Page 161.

*** Municipal Government Act, Part IX Compliance ***

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision
Reason for exemption:

Clause 268(2)(c) resulting from an acquisition or disposition of land by Her Majesty the Queen in right of the Province or in right of Canada or by an agency of Her Majesty.

PID 15114523

All that certain lot, piece or parcel situate, lying and being at Edwardsville, County of Cape Breton, Province of Nova Scotia and being more particularly bounded and described as follows:

A CERTAIN parcel of land BEGINNING at the intersection of the Southwesterly boundary of the Water Fence Road with the line of high water ordinary spring tides, Sydney Harbour;

THENCE S 57 degrees E a distance of five hundred and twenty-eight feet (528 feet) to a point; said point being the Northeasterly corner of a 7.02 acre water lot expropriated with other lands by the Federal Crown by Instrument No. 11205 at Sydney, Nova Scotia on March 24, 1942;

THENCE S 33 degrees W a distance of five hundred and fifty feet (550 feet) to a point, said point being the Southeasterly corner of the above-mentioned 7.02 acre water lot;

THENCE N 57 degrees W a distance of five hundred and fifteen feet (515 feet) to a point at the intersection of the line of high water ordinary spring tides, Sydney Harbour, with the Southwesterly boundary of the expropriated lands of Laura Fraser, said point being the Southwesterly corner of the above-mentioned 7.02 acre water lot, as well as being the Northwesterly corner of a 12.60 acre water lot expropriated under Instrument No. 11205 registered at Sydney, Nova Scotia on March 24, 1942;

THENCE S 51 degrees E a distance of six hundred and five feet (605 feet) to a point, said point being the Northeasterly corner of the 12.60 acre water lot mentioned above;

THENCE In a general Southerly direction to the Southwesterly corner of the Jetty lying in front of the above-mentioned 7.02 and 12.60 acre water lots;

THENCE Following along the Southerly face of the Jetty in a general Easterly direction to its Southeasterly corner;

THENCE Following along the Easterly face of the Jetty in a general Northerly direction to its Northeasterly corner;

THENCE Following along the Northerly face of the Jetty in a general Northwesterly direction to its intersection with the Easterly face of the Seaward Defense Wharf;

THENCE In a general Northeasterly direction along the Easterly face of the Seaward Defense Wharf to its Northeasterly corner;

THENCE Along the Northerly face of the said wharf in a general Northwesterly direction to a point where the Northerly face of the said wharf intersects the line of high water, ordinary spring tides, Sydney Harbour;

THENCE In a general Southerly direction along the line of high water, ordinary spring tides, Sydney Harbour to the point of commencement.

SAVING AND EXCEPTING any portions of the lots and/or streets as depicted on the Plan of Subdivision entitled "Sydport Industrial Park - Phase 1" filed as Plan M-2348 on October 15, 1990, that may be within the boundaries of the above described lot.

RESERVING AND EXCEPTING ALL WATER AND SEWER PIPELINES as described in document #82905234.

TOGETHER WITH the right of ingress and egress over a network of streets (identified as PID 15578420) within the Sydport Industrial Park as shown on the Plan of Subdivision entitled Sydport Industrial Park-Phase 1, Sydport, Point Edward, Nova Scotia, filed October 15, 1990, at the Registry of Deeds Office at Sydney, Cape Breton County, Nova Scotia, as Plan Number M-2348, for the purpose of accessing the above-described lot located within the Sydport Industrial Park from the nearest public road, commonly known as the Edwardsville Road, in the County of Cape Breton as recorded in a Deed at the Registry of Deeds Office on 2 January 2013, as Document #102234888.

SUBJECT TO existing easements for pole and/or pipelines as described in Book 1589 at page 249.

SUBJECT TO the right of Her Majesty the Queen, to the free use, passage and enjoyment of, in, over and upon all navigable waters that now are or may be hereafter found on or under or flowing through or upon any part of said lands as described in Grant from Her Majesty the Queen (Registry Reference Book 954 at Page 667).

SUBJECT TO a right of way over a "Common User Area" identified on a plan entitled Sydport Industrial Park-Phase 1, Point Edward, N.S. filed at the Registry of Deeds office on October 15, 1990 as Plan No. M-2348 and described at Document No. 88845111.

SUBJECT TO a right of way over a "Common User Area" identified on a plan entitled Sydport Industrial Park-Phase 1, Point Edward, N.S. filed at the Registry of Deeds office on October 15, 1990 as Plan No. M-2348.

SUBJECT TO THE RIGHT OF INGRESS AND EGRESS over the property (via the Inner Quay (wharf) and Main Jetty) as shown on a Plan entitled "Sydport Industrial Park - Phase 1", dated November 24, 1989 and prepared by MacKinnon Surveys and Investments Ltd., of Sydney, Nova Scotia, and registered at the Registry of Deeds on the 15th day of October, 1990 as Plan No. M-2348 as shall be required for access to the lands as described in Book 1678 at Page 161.

SUBJECT TO a 20 foot width easement for a proposed Fuel Pipe Line, extending in a southeasterly direction within the boundary limits of Marine Drive, from the southernmost corner of a parcel of land owned by Northern Petroleum Corporation Limited (PID 15614712) and terminating at a point on the Outer Jetty on the western side of Sydney Harbour; said 20 foot easement being shown on Plan No. 2351 filed October 17, 1990 and described in Schedule "B" in Book 1678 at Page 161.

*** Municipal Government Act, Part IX Compliance ***

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision
Reason for exemption:

Clause 268(2)(c) resulting from an acquisition or disposition of land by Her Majesty the Queen in right of the Province or in right of Canada or by an agency of Her Majesty.

PID 15776388 **

Registration County: CAPE BRETON COUNTY
Street/Place Name: MARINE DRIVE /EDWARDSVILLE
Title of Plan: PLAN OF SUBDIVISION & CONSOLIDATION OF LANDS OF EAST COAST METAL FABRICATION INC. PID 15776388 & LAURENTIAN ENERGY CORP. INC. PORTION OF PID 15578420 CREATING LOT RA-2013 MARINE DRIVE, POINT EDWARD, SYDPORT
Designation of Parcel on Plan: LOT RA-2013
Registration Number of Plan: 105611918
Registration Date of Plan: 2014-08-15 15:10:15

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act
Registration District: CAPE BRETON COUNTY
Registration Year: 2014
Plan or Document Number: 105611918

****Only portion of PID 15776388 to be conveyed.**

DELETED

THIS LEASE AGREEMENT made this ____ day of June, 2015.

BETWEEN:

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

(hereinafter called "Landlord")

OF THE FIRST PART

- and -

POINT EDWARD MARINE INC., a body corporate incorporated pursuant to the laws of the Province of Nova Scotia;

(hereinafter called "Tenant")

OF THE SECOND PART

WHEREAS the Landlord is the owner of certain lands and improvements located in the Sydport Industrial Park, Edwardsville, Nova Scotia;

AND WHEREAS the Landlord is authorized to lease real property owned by it to a third party at market value pursuant to s. 50(5)(c) of the Municipal Government Act;

AND WHEREAS the Tenant wishes to lease the lands and improvements for industrial and general warehouse use, along with the provision of marine services, ship docking, storage, ship repair and inspection, shipbreaking and floating dry-dock services;

NOW THEREFORE IN CONSIDERATION of the rents, obligations, covenants, agreements and undertakings contained herein to be rendered, performed and/or fulfilled, the parties agree as follows:

DEFINITIONS

1. In this lease:

- a) "**Act**" means the Municipal Government Act S.N.S. 1998, c. 18
- b) "**Building(s)**" means the buildings currently located on the Lands, including the interior and exterior walls, the foundation, the floors, the roof support columns, the roof, the fixtures, and the services to the building, but not the Lands;
- c) "**Demised Premises**" means the Building and the Lands;

- d) "**Expenses**" mean the expenses outlined in Paragraph 12 herein;
- e) "**Fair Market Value**" means the market value of the Demised Premises as evidenced by the acquisition cost to the Landlord of Demised Premises from an arm's length third party;
- f) "**Lands**" means the lands located in the Sydport Industrial Park, Edwardsville, Nova Scotia being all of PIDs 15776370, 15114101, 15169436, 15114523 and a portion of PID 15776388, more particularly described in Schedule "A", and containing approximately 23.9 acres and further depicted as outlined in blue on the sketch attached hereto as Schedule "B"
- g) "**Rent**" means the rent as outlined in Paragraph 10 herein;
- h) "**Real Property Taxes**" means all real estate taxes, public and local improvement rates, school taxes, imposts, charges, levies, rates, and duties assessed against the Lands by any government authority;
- i) "**Significant Damage**" means extensive damage to the Demised Premises which materially prevents the Tenant from carrying on its business providing marine services, ship docking, storage, ship repair and inspection, shipbreaking and floating dry-dock services;
- j) "**Structural Repairs**" means repairs to the foundation, exterior walls, roof support columns and/or roof of the Buildings not attributable to the negligent actions of the Tenant;

Demise and Quiet Enjoyment

2. The Landlord hereby demises to the Tenant the Demised Premises, on a net lease basis save and except for any other obligations of the Landlord stated herein and save and except for HST on Rent, which is the Tenant's obligation herein, the Landlord shall be responsible for the payment of all taxes associated with this Lease, including but not limited to realty taxes, any and all personal taxes, capital gains, income, capital, large corporation, corporate, capital levy, capital stock, profits, excess profits, transfer, revenue, estate, partnership, inheritance, gift, devolution or succession taxes and the Tenant hereby accepts the demise and its obligations as outlined in the lease herein.
3. The Landlord represents and warrants to the Tenant that the Landlord is the owner of the Demised Premises and that the Landlord has full power and authority to enter into the lease herein. The Landlord further represents and warrants to the Tenant that the Demised Premises are zoned Sydport/Sysco Industrial Park (SIP) and that there are no outstanding work orders.
4. The Landlord covenants with Tenant that the Tenant shall and may peaceably hold and enjoy the Demised Premises for the Term hereby demised without hindrance or interruption by the Landlord or other person or persons claiming by, through or under the Landlord, subject nevertheless to the terms and conditions of the lease.

Term, Renewal, Permitted Use and Deposit

5. The Tenant shall lease the Demised Premises for the period of ten (10) years (the "Term"). The Term shall commence thirty (30) days following the satisfaction, or waiver, of the following conditions, or another date as mutually agreed upon between the parties (the "Commencement Date"):
 - a) the Tenant's review and acceptance, in its sole discretion, of the environmental condition of the Demised Premises, based on a Phase I Environmental Assessment and Phase II Environmental Assessment (if recommended by the Phase I Environmental Assessment), the cost of which environmental assessments, as applicable, will be shared equally by the Landlord and Tenant. The Phase II Environmental Assessment being attached hereto as Schedule "C";
 - b) the subdivision of PID 15776388 – it being understood that all costs associated with this subdivision shall be at the expense of the Landlord; and
 - c) the acquisition by the Landlord of the Demised Premises from Sydport Operations Inc. and East Coast Metal Fabrication Inc.
6. The Tenant shall have the right to enter the Demised Premises upon execution of this lease to begin due diligence listed in Paragraph 5, fit-up work and to store inventory or equipment, provided that the Tenant shall not interfere with any leasehold improvement work and the Tenant shall not be obligated to pay Expenses or Rent.
7. The Tenant shall not be obligated to pay a deposit.
8. The Demised Premises may be used for any lawful purpose permitted by local zoning by-laws from time to time, including but not limited to the provision of marine services, ship docking, storage, ship repair and inspection, shipbreaking and floating dry-dock services (the "Permitted Uses"), along with all necessary purposes ancillary to the Permitted Uses.
9. The Tenant shall not use or allow the use of the Demised Premises for any residential purpose, any illegal activity, any activity in contravention of the applicable land use controls, any activity in contravention of environmental statutes or regulations and/or any activity which would render the Tenant's or Landlord's insurance void or voidable.

Rent

10. The Tenant shall pay to the Landlord, Rent of Ninety Thousand (\$90,000.00) Dollars plus HST, if applicable, per annum for the Term of the Lease. Rent shall be payable in equal monthly installments of Seven Thousand Five Hundred (\$7,500.00) Dollars, payable in advance commencing on the first day of the Term.
11. The Rent shall be directed to the capital reserve fund of the Landlord created pursuant to s. 99(3)(a) of the Act.

Expenses to Be Paid by Tenant

12. Beginning on the Commencement Date, and continuing throughout the Term, and any period of overholding, the Tenant shall promptly pay any and all Expenses relating to the Demised Premises including:

- a) all charges for utilities relating to the Demised Premises including water, sewer, trash removal, electricity, gas, oil, telephone;
- b) all premiums for Tenant's insurance as arranged by the Tenant in accordance with paragraph 14 hereof;
- c) all fees for snow removal from the private road portion of the Demised Premises, landscaping and security monitoring services;
- d) all fees and disbursements for any repairs or changes to the Demised Premises as required by the Landlord or Tenant's insurer, except such repairs or changes which form part of the Landlord's obligations herein;
- e) all reasonable charges by the Landlord to effect any repair or perform any obligation of the Tenant which the Tenant has refused or is unable to perform, provided that the Landlord has provided five (5) days written notice and, in response thereto, the Tenant has not commenced to perform the work or obligation and is not diligently proceeding with the completion thereof;
- f) all taxes, fees or charges relating to the Tenant's occupation of the Demised Premises, save and except those of a personal nature to the Landlord, including Real Property Taxes and all other expenses and/or costs that are otherwise specifically stated herein as being part of the Landlord's obligations; and
- g) all amounts due for HST on the Rent.

Insurance

13. The Landlord shall maintain, at the Landlord's expense:

- a) fire insurance (including standard extended coverage endorsement perils and leakage from fire protective devices) in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar building, having regard to the size, age and location of the Buildings.
- b) broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the property, with respect to any boilers and machinery in the Demised Premises or relating to or serving the Demised Premises.
- c) an all risks policy of insurance with respect to the Demised Premises to insure against loss to property, liability to third parties with a single occurrence limit of not less than five million dollars (\$5,000,000), rental loss and such other incidental coverage as may be recommended by the Landlord's insurance agent, such policy not to include contents or the Tenant's trade fixtures.

14. The Tenant shall, at their own expense, maintain a comprehensive general liability policy with respect to the Demised Premises for the Term with a single occurrence limit of not less than five million dollars (\$5,000,000). The Tenant shall arrange for the Landlord and

its mortgagee to be named as insureds under the Tenant's policy and for copies of the policy to be delivered to the Landlord at the commencement of each policy year. The Tenant shall also be responsible for insuring contents or the Tenant's trade fixtures.

15. All public liability insurance shall contain a provision for cross liability or severability of interest as between the Landlord and the Tenant. All the foregoing property policies shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Landlord or its contractors, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Landlord, its contractors, agents or employees. The Tenant shall obtain, from the insurers under the building coverage, undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation thereof. The Tenant shall furnish to the Landlord, upon written request, certificates of all such policies. The Tenant agrees that if the Tenant fails to take out or to keep in force such insurance or to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Landlord shall have the right to take out such insurance and to pay the premium thereof and, in such event, the Tenant shall pay to the Landlord the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be an Expense payable on the first day of the next month following the said payment by the Landlord.

Liability and Indemnity

16. Except with respect to the obligations expressly assumed by the Landlord under the terms of the lease herein, the Landlord assumes no responsibility to the Tenant.
17. The parties agree to the following during the Term and any subsequent renewals of this Lease:
 - a) **Tenant's Indemnity** – Subject to any environmental contaminant, pollutant or toxic substance disclosed in the Phase I and Phase II Environmental Reports, existing as at the Commencement date of this Lease for which the Landlord indemnifies the Tenant and except with respect to any claim arising from the Landlord's own negligence or willful and wrongful act, or failure by the Landlord to repair or replace as required under the lease herein, the Tenant hereby indemnifies the Landlord and holds it harmless against any claim, damages, loss, compensation or remedy, by a third party, arising from the Tenant's occupation of the Demised Premises, including without limitation any claim that results from any violation of any environmental law or regulation.
 - b) **Landlord's Indemnity** – The Landlord shall indemnify and save the Tenant harmless from any environmental contaminant, pollutant or toxic substance disclosed in the Phase I and Phase II Environmental Reports existing as at the Commencement date of this Lease, and shall further indemnify the Tenant with respect to any claims, actions, suits, fines, sanctions, remediation orders, or demands of any kind whatsoever with respect to any such contaminant, pollutant or toxic substance on or in the Demised Premises as at the Commencement date and contained in the aforementioned reports. It is understood and agreed that the Landlord shall bear sole responsibility and expense for the clean-up, remediation and/ or removal of any such contaminant, pollutant or toxic substance if ordered by a governmental authority having jurisdiction to do so and shall be further

responsible for any consequential damages claimed by any third party with respect thereto.

- c) The Tenant will provide as a Schedule to this Lease, the current Environmental Assessment Phase II Report for the Demised Premises. The parties agree that this report accurately sets out the environmental condition of the demised Premises as of the commencement date of this Lease.

For greater certainty, the parties agree that the indemnities contained in this Paragraph 17 shall not survive the exercising by the Tenant of the purchase option contained in Paragraph 42.

Repair and Maintenance

18. The Landlord makes no representations regarding the condition of the Demised Premises and assumes no responsibility for any repairs to any portion of the Demised Premises during the Term. The Tenant, in the same manner and extent as a prudent owner, shall maintain the Demised Premises. The Tenant shall be responsible for all required repairs and maintenance to the Demised Premises excepting any damage or wear and tear to the wharf that was not caused by the negligent actions of the Tenant or those parties to which the Tenant is responsible for, at law.
19. For greater certainty, the Parties hereto acknowledge the current deteriorated condition of the wharf facilities and neither party shall bear the responsibility for maintenance, upkeep or repair of such wharf facilities during the Term or any subsequent renewals.
20. At all times, the Tenant shall, at its own expense, maintain the interior and exterior of the Building and the Lands in a presentable condition, fair wear and tear accepted, and will arrange for cleaning, snow removal, garbage removal, landscaping and such other services as required.
21. The Tenant shall also be responsible for any Structural Repairs and replacement of capital infrastructure, including, but not limited to electrical and plumbing fixtures.
22. The Tenant agrees with the Landlord as follows:
 - a) The Landlord and its employees or agents shall be entitled at all reasonable times during normal business hours and upon twenty four (24) hours' notice, save and except any time in the case of any real or apprehended emergency, to enter and examine the state of maintenance and repair of the Leased Premises and to do such acts or things as may be necessary or advisable to prevent or abate damage or injury to the Demised Premises or any adjoining lands;
 - b) The Tenant shall be liable for all destruction or damage of property of the Landlord or others caused by any defect, failure or want of repair of anything for the condition and repair of which the Tenant is responsible under Paragraphs 18-21;
 - c) If the Tenant fails to make a repair within a reasonable period of time, the Landlord may make such repair on the Tenant's behalf, and all expense incurred

by the Landlord in so doing plus ten percent (10%) shall be reimbursed to it by the Tenant on demand, provided that except in cases of real or apprehended emergency or where any destruction, damage, risk or material inconvenience affecting any part of the Demised Premises exists or might ensue failing an immediate repair, the Landlord shall first give written notice to the Tenant requiring the Tenant to so repair.

23. In the event the Demised Premises suffers Significant Damage the Tenant shall have the option to terminate the Lease immediately upon written notice to the Landlord and upon paying any outstanding Expenses and Rent under the Lease up to the date that the Demised Premises suffered Significant Damage and PROVIDED that the damage was not caused by the negligence of the Tenant, its agents, contractors, employees and /or its representatives and the Tenant shall not be obligated to pay the Termination Fee stated herein.

Tenant Improvements and Signs

24. The Tenant may, upon obtaining the written approval of the Landlord, which approval shall not be unreasonably withheld, make leasehold improvements to the non-structural portions of the Building at its own expense. Any improvement made without the Landlord's written consent shall be immediately removed by the Tenant at its own expense. Upon expiry of the Term or the termination of the Lease herein, whichever occurs first, the Tenant shall not have any obligation to restore the Demised Premises or remove any leasehold improvements provided that such leasehold improvements, alterations, decorations or additions were installed with the Landlord's consent.
25. The Tenant shall have the right to install fencing around the perimeter of the Demised Premises, and install or implement any security systems or measures it deems necessary at its sole discretion, cost and expense, subject, however, to any easements, rights of way or common user lands as may be referenced or described in the legal descriptions of the Lands.
26. The Tenant shall ensure that no liens are registered against the Lands arising from the provision of materials or services by a contractor to the Tenant. In the event that the Tenant is in breach of this provision and a lien is registered, the Tenant must immediately arrange for the removal of same from title to the Lands.
27. The Tenant may erect signs on the Demised Premises at its own expense. Any signs erected by the Tenant shall be in compliance with local laws and shall be removed at the Tenant's expense at the earlier of the end of the Term or the termination of the lease herein.

Entry by Landlord

28. The Landlord shall be allowed unfettered access to the Demised Premises, upon delivery of twenty four (24) hours' notice, for the purpose of performing an inspection, provided the Landlord does not interfere with the Tenant's business. In case of emergency, the tenant hereby waives the notice requirement and the Landlord shall be provided with immediate access.

29. In order to make any improvement or repair to the Demised Premises, the Landlord may suspend or interrupt the supply of services or utilities, provided however, that the Landlord shall exercise this right reasonably and with minimal inconvenience to the Tenant, and upon at least twenty four (24) hours' notice from the Landlord, excepting emergency situations.

Landlord's Remedies

30. Without in any way detracting from the Tenant's obligations herein, if the Tenant refuses or is unable to perform its duties under the lease herein or at law and, upon written notice from the Landlord which is reasonable in the circumstances, the Tenant has not commenced to perform its duties or is not proceeding diligently, the Landlord shall be entitled to perform same on the Tenant's behalf and receive compensation from the Tenant for the amount expended, plus a fee of ten percent (10%) of the cost of the work done and charged to the Landlord.
31. The Landlord shall be at liberty to re-enter the Demised Premises and/or terminate the lease herein, as it sees fit, upon the occurrence of any one of the following events:
- a) the Tenant is in default of payment of Rent for a period of fifteen (15) days following written notice by the Landlord and has failed to respond to the notice provided;
 - b) the Tenant is in default of any of its obligations under the lease herein and has failed to rectify same within ten (10) days of receiving the Landlord's notice, or such longer time as is reasonable under the circumstances, unless the Tenant has commenced and is proceeding diligently to rectify the default;
 - c) the Tenant is insolvent, commits an act of bankruptcy, makes a proposal to its creditors, makes an assignment in bankruptcy, receives a petition in bankruptcy, is wound-up, dissolved or liquidated;
 - d) any of the chattels located on the Demised Premises are seized by a creditor of the Tenant in satisfaction of judgment;
 - e) a lien is registered against the Lands or the Tenant's leasehold interest relating to goods or services provided to the Lands at the Tenant's request, which is not removed by the Tenant in a reasonable time, being ten (10) days from the date that the Tenant would have received notice from the Landlord;
 - f) the Tenant changes the use of the Demised Premises beyond the Permitted Use authorized in the lease herein; or
 - g) the Tenant or Landlord receives notice that adequate insurance coverage is unavailable to either one of them in the market with respect to the Demised Premises.
32. Upon default by the Tenant in accordance with this lease and whether or not the Landlord exercises its right to terminate the lease as provided for in this lease, the Landlord may re-enter upon the Demised premises and perform such improvements and repairs as it deems fit in order to re-let. Any repairs, improvements, or costs associated

with the re-letting of the Demised Premises shall be incurred by the Landlord solely in its capacity as agent for the Tenant.

33. The Tenant acknowledges the Landlord's right to distrain upon chattels located at the Demised Premises and hereby waives and renounces any legal defence it may have available to it to prevent the Landlord from pursuing the dual remedies of termination and distraint.

Re-Letting and Surrender

34. During the six (6) month period prior to the expiry of the Term, re-entry by the Landlord, or upon the termination of the lease herein, whichever comes first, the Landlord and its agents shall be entitled to exhibit the Demised Premises to potential tenants. Such exhibiting shall be without interference by the Tenant and without interference to the Tenant's business.
35. Upon the expiry of the Term or the termination of the lease herein, whichever occurs first, the Tenant shall surrender up the Demised Premises in good repair. The Landlord shall be entitled to perform inspections and to retain agents to perform inspections. If the Demised Premises exhibit damage above and beyond reasonable wear and tear, the Landlord shall be entitled to perform repairs, on the Tenant's behalf and at the Tenant's expense. Such repairs shall only be performed upon reasonable notice to the Tenant and provided that the Tenant has not commenced to repair the damage and is proceeding diligently to complete such repairs.
36. Upon the expiry of the Term and having performed all of its obligations under the lease herein, the Tenant shall be entitled to remove its equipment, inventory and trade fixtures. The Tenant shall repair any damage caused by the removal of its equipment, inventory and trade fixtures.
37. Upon expiry of the Term or the termination of the Lease herein, whichever occurs first, the Tenant shall not have any obligation to restore the Demised Premises or remove any leasehold improvements provided that such leasehold improvements, alterations, decorations or additions were installed with the Landlord's consent.

Subletting and Disposition

38. The Tenant shall be at liberty to sublet all or any part of the Demised Premises to any subsidiary, affiliate or successor to the assets or business of the Tenant. The Tenant shall not assign, pledge or sublet any portion of the Demised Premises to any other party without first obtaining the written consent of the Landlord, which consent may be unreasonably withheld by the Landlord in its sole discretion. Any assignment, pledge or subletting of any portion of the Demised Premises shall in no way derogate from or be construed as a release of the Tenant from its on-going liabilities under the lease herein. The Tenant agrees to provide whatever financial and other documentation the Landlord requires and to pay the Landlord's fees relating to the assignment, pledge or subletting.
39. It is understood and agreed that during the tenure of this Lease and any extensions or renewals thereof:

- a) the Tenant shall have the right of First Refusal to purchase the Demised Premises and the Landlord shall notify the Tenant in writing, of any offer to sell and/or purchase made to or by any bona fide arm's length third party, and acceptable by the Landlord and the Landlord shall provide the Tenant with a copy of the said offer to sell and/or purchase. The Tenant shall then have ten (10) days from receipt of such notice in writing from the Landlord to exercise its right of First Refusal subject to paragraph 42 – Outright Purchase and provided that the Tenant shall not have been in default at the time that such notice is given;
- b) Notwithstanding the foregoing it is understood and agreed that the Tenant shall have the option to exercise its right of First Refusal in accordance with the better terms as obtained either in the offer to sell and/or purchase and the option to purchase contained in paragraph 42 of this Lease; and
- c) Where the Landlord re-mortgages the Lands or where there is an existing mortgage holder or other holder of instruments of financing or trust deeds on the land, the Landlord shall cause any mortgage holder or other holder of instruments of financing or trust deeds on the Building to enter into a Non-Disturbance Agreement with the Tenant which agreement would acknowledge that the interest holder would not interfere with the Tenant's right to occupy the premises pursuant to the Lease, provided that the Tenant is not in default under the Lease.

Options

Renewal

40. Provided that the Tenant shall have regularly and duly performed all of its obligations under the lease herein, including the timely payment of Rent and Expenses, it shall have an option to renew prior to the expiration of the Term for a further ten (10) year period, with fixed annual minimum rent equal to the current Rent. Upon any renewal, all other terms of the original lease herein shall apply mutatis mutandis.
41. The Tenant shall exercise the option to renew by written notice to the Landlord delivered no less than six (6) months prior to the expiry of the Term, failing which the option to renew shall be null and void and the Tenant shall be obligated to pay a fee of six hundred thousand dollars (\$600,000.00) as a termination fee (the "Termination Fee") which represents the unamortized portion of the original Landlord purchase price for the Lands.

Outright Purchase

42. Provided that the Tenant shall have regularly and duly performed all of its obligations under the lease herein, including the timely payment of Rent and Expenses, it shall have an option, at any time during the Term or any subsequent renewal, to purchase the Demised Premises for an amount equal to One Million Two Hundred Thousand Dollars (\$1,200,000.00), less the amount of Sixty Thousand (\$60,000.00) Dollars per year from the date of the commencement of the Term to the date of exercise of the option contained in this Paragraph 42.

Overholding

43. If the Tenant overholds the Demised Premises without exercising the renewal option outlined in Paragraph 41, the Tenant shall be responsible for the Termination Fee, continued Rent and the Expenses.

General

44. No payment by the Tenant or acceptance by the Landlord of any amount less than the amount due under the lease herein shall be construed as accord or satisfaction on the Landlord's part.
45. Failure by the Landlord to pursue any remedy provided in the lease herein or at law shall in no way be construed as any waiver by the Landlord of its rights.
46. The lease herein is the entire agreement between the parties and is not subject to the terms of any prior or subsequent discussions, representations or promises unless same have been reduced to writing and signed by the parties.
47. In the circumstance of any provision of the lease herein being or becoming unenforceable or invalid, the parties hereby agree that the offending provision shall be severed and that the balance of the lease shall remain in effect.
48. Wherever notice is required under the terms of the lease herein or otherwise, it shall be given in writing by fax or registered mail to the Landlord at:

Mr. Demetri Kachafanas
320 Esplanade
Suite 401
Sydney, Nova Scotia
B1P 7B9

Fax - (902) 563-5137
Email - dkachafanas@cbrm.ns.ca
If to the Tenant:

Blair McKeil
208 Hillyard Street
Hamilton ON L8L 6B6

With a copy to:

James R. Gogan
The Breton Law Group
Suite 300, 292 Charlotte Street
Sydney, NS B1P 1C7
tel 902-563-1000 | fax 902-563-1113
email - Jim@bretonlawgroup.com

49. The Tenant shall have the right at its cost to register a notice of this Lease.

50. This lease shall enure to the benefit of and be binding on the parties and their legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.

51. This lease may be executed in counterparts, each of such counterparts when executed shall constitute an original document, and such counterparts taken together shall constitute one and the same document. The signature of any of the parties may be evidenced by a facsimile or "pdf" copy of this Agreement bearing such signature.

52. This lease herein is governed by the laws of the Province of Nova Scotia.

SIGNATURE PAGE FOLLOWS

DRAFT

IN WITNESS WHEREOF the parties hereto have duly executed this agreement under seal as of the day and year first above written.

SIGNED, SEALED and DELIVERED

in the presence of:

CAPE BRETON REGIONAL MUNICIPALITY

Per: _____

Name: Cecil Clarke
Title: Mayor

Per: _____

Name:
Title:

POINT EDWARD MARINE INC.

Per: _____

Name: Blair McKeil
Title: President

DRAFT

Schedule "A"
Legal Descriptions

PID 15776370

Municipality/County Point Edward/Cape Breton County
Designation of Parcel on Plan: Lot S
Title of Plan: Plan of Subdivision Entitled "Sydport Industrial Park - Phase 1" Sydport, Point Edward, Cape Breton County, Nova Scotia
Registration County: Cape Breton County
Registration Number of Plan: M-2348
Registration Date: October 15, 1990

RESERVING AND EXCEPTING ALL WATER AND SEWER PIPELINES as described in document #82905234.

TOGETHER WITH the right of ingress and egress over a network of streets (identified as PID 15578420) within the Sydport Industrial Park as shown on the Plan of Subdivision entitled Sydport Industrial Park-Phase 1, Sydport, Point Edward, Nova Scotia, filed October 15, 1990, at the Registry of Deeds Office at Sydney, Cape Breton County, Nova Scotia, as Plan Number M-2348, for the purpose of accessing the above-described lot located within the Sydport Industrial Park from the nearest public road, commonly known as the Edwardsville Road, in the County of Cape Breton as recorded in a Deed at the Registry of Deeds Office on 17 December 2012, as Document #102160984.

SUBJECT TO existing easements for pole and/or pipelines as described in Book 1589 at page 249.

SUBJECT TO the existing railway track as depicted on Plan M-2348, filed at the Registry of Deeds Office on October 15, 1990.

*** Municipal Government Act, Part IX Compliance ***

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(c) resulting from an acquisition or disposition of land by Her Majesty the Queen in right of the Province or in right of Canada or by an agency of Her Majesty.

PID 15114101

All that certain lot, piece or parcel situate, lying and being at Edwardsville, County of Cape Breton, Province of Nova Scotia and being more particularly bounded and described as follows:

A WATER LOT BEGINNING at the intersection of the Southwesterly boundary of the expropriated lands of Ellen J. Gammell with the line of high water ordinary spring tides, Sydney Harbour;

THENCE From the Point of Beginning so determined, S 20 degrees 30 minutes E a distance of six hundred sixty feet (660 feet) to a point;

THENCE N 43 degrees E a distance of one thousand two hundred twenty feet (1,220 feet) to a point;

THENCE N 51 degrees W a distance of six hundred five feet (605 feet) to its intersection with the line of high water ordinary spring tides, Sydney Harbour;

THENCE Following the said line of high water ordinary spring tides along the expropriated lands of Ellen J. Gammell in a general Southeasterly direction a distance of one thousand eight hundred thirty feet (1,830 feet) more or less, to the Point of Beginning, and containing an area of 12.6 acres, more or less.

SAVING AND EXCEPTING any portions of the lots and/or streets as depicted on the Plan of Subdivision entitled "Sydport Industrial Park - Phase 1" filed as Plan M-2348 on October 15, 1990, that may be within the boundaries of the above described lot.

RESERVING AND EXCEPTING ALL WATER AND SEWER PIPELINES as described in document #82905234.

Saving and Excepting Parcel I as shown on registered plan no. 101663400 recorded in the Land Registration Office for Cape Breton County.

SAVING AND EXCEPTING any portion of Lot 2012-2, as shown on registered Plan No. 101663400 filed October 2, 2012, that may be within the boundaries of the above described lot.

TOGETHER WITH the right of ingress and egress over a network of streets (identified as PID 15578420) within the Sydport Industrial Park as shown on the Plan of Subdivision entitled Sydport Industrial Park-Phase 1, Sydport, Point Edward, Nova Scotia, filed October 15, 1990, at the Registry of Deeds Office at Sydney, Cape Breton County, Nova Scotia, as Plan Number M-2348, for the purpose of accessing the above-described lot located within the Sydport Industrial Park from the nearest public road, commonly known as the Edwardsville Road, in the County of Cape Breton as recorded in a Deed at the Registry of Deeds Office on 2 January 2013, as Document #102234888.

SUBJECT TO existing easements for pole and/or pipelines as described in Book 1589 at page 249.

SUBJECT TO the right of Her Majesty the Queen, to the free use, passage and enjoyment of, in, over and upon all navigable waters that now are or may be hereafter found on or under or flowing through or upon any part of said lands as described in Grant from Her Majesty the Queen (Registry Reference Book 954 at Page 667).

SUBJECT TO a right of way over a "Common User Area" identified on a plan entitled Sydport Industrial Park-Phase 1, Point Edward, N.S. filed at the Registry of Deeds office on October 15, 1990 as Plan No. M-2348 and described at Document No. 88845111.

SUBJECT TO a right of way over a "Common User Area" identified on a plan entitled Sydport Industrial Park-Phase 1, Point Edward, N.S. filed at the Registry of Deeds office on October 15, 1990 as Plan No. M-2348.

SUBJECT TO THE RIGHT OF INGRESS AND EGRESS over the property (via the Inner Quay (wharf) and Main Jetty) as shown on a Plan entitled "Sydport Industrial Park - Phase 1", dated November 24, 1989 and prepared by MacKinnon Surveys and Investments Ltd., of Sydney, Nova Scotia, and registered at the Registry of Deeds on the 15th day of October, 1990 as Plan No. M-2348 as shall be required for access to the lands as described in Book 1678 at Page 161.

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act
Registration District: CAPE BRETON COUNTY
Registration Year: 2012
Plan or Document Number: 101663400

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan

PID 15169436

All that certain lot, piece or parcel situate, lying and being at Edwardsville, County of Cape Breton, Province of Nova Scotia and being more particularly bounded and described as follows:

A WATER LOT BEGINNING at the intersection of the Southwesterly boundary of the Water Fence Road with the line of high water ordinary spring tides, Sydney Harbour;

THENCE S 57 degrees E a distance of five hundred twenty-eight feet (528 feet) to a point;

THENCE S 33 degrees W a distance of five hundred thirty feet (530 feet) to a point;

THENCE N 57 degrees W a distance of five hundred fifteen feet (515 feet) to a point at the intersection of the line of high water ordinary spring tides, Sydney Harbour, with the Southwesterly boundary of the expropriated lands of Laura Fraser;

THENCE following the said line of high water ordinary spring tides in a Northeasterly direction along the expropriated lands of Laura Fraser a distance of five hundred seventy feet (570 feet) to the Point of Beginning, and containing an area of 7.02 acres, more or less.

SAVING AND EXCEPTING any portions of the lots and/or streets as depicted on the Plan of Subdivision entitled "Sydport Industrial Park - Phase 1" filed as Plan M-2348 on October 15, 1990, that may be within the boundaries of the above described lot.

RESERVING AND EXCEPTING ALL WATER AND SEWER PIPELINES as described in document #82905234.

TOGETHER WITH the right of ingress and egress over a network of streets (identified as PID 15578420) within the Sydport Industrial Park as shown on the Plan of Subdivision entitled Sydport Industrial Park-Phase 1, Sydport, Point Edward, Nova Scotia, filed October 15, 1990, at the Registry of Deeds Office at Sydney, Cape Breton County, Nova Scotia, as Plan Number M-

2348, for the purpose of accessing the above-described lot located within the Sydport Industrial Park from the nearest public road, commonly known as the Edwardsville Road, in the County of Cape Breton as recorded in a Deed at the Registry of Deeds Office on 2 January 2013, as Document #102234888.

SUBJECT TO existing easements for pole and/or pipelines as described in Book 1589 at page 249.

SUBJECT TO the right of Her Majesty the Queen, to the free use, passage and enjoyment of, in, over and upon all navigable waters that now are or may be hereafter found on or under or flowing through or upon any part of said lands as described in Grant from Her Majesty the Queen (Registry Reference Book 954 at Page 667).

SUBJECT TO a right of way over a "Common User Area" identified on a plan entitled Sydport Industrial Park-Phase 1, Point Edward, N.S. filed at the Registry of Deeds office on October 15, 1990 as Plan No. M-2348 and described at Document No. 88845111.

SUBJECT TO a right of way over a "Common User Area" identified on a plan entitled Sydport Industrial Park-Phase 1, Point Edward, N.S. filed at the Registry of Deeds office on October 15, 1990 as Plan No. M-2348.

SUBJECT TO THE RIGHT OF INGRESS AND EGRESS over the property (via the Inner Quay (wharf) and Main Jetty) as shown on a Plan entitled "Sydport Industrial Park - Phase 1", dated November 24, 1989 and prepared by MacKinnon Surveys and Investments Ltd., of Sydney, Nova Scotia, and registered at the Registry of Deeds on the 15th day of October, 1990 as Plan No. M-2348 as shall be required for access to the lands as described in Book 1678 at Page 161.

SUBJECT TO a 20 foot width easement for a proposed Fuel Pipe Line, extending in a southeasterly direction within the boundary limits of Marine Drive, from the southernmost corner of a parcel of land owned by Northern Petroleum Corporation Limited (PID 15614712) and terminating at a point on the Outer Jetty on the western side of Sydney Harbour; said 20 foot easement being shown on Plan No. 2351 filed October 17, 1990 and described in Schedule "B" in Book 1678 at Page 161.

*** Municipal Government Act, Part IX Compliance ***

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(c) resulting from an acquisition or disposition of land by Her Majesty the Queen in right of the Province or in right of Canada or by an agency of Her Majesty.

PID 15114523

All that certain lot, piece or parcel situate, lying and being at Edwardsville, County of Cape Breton, Province of Nova Scotia and being more particularly bounded and described as follows:

A CERTAIN parcel of land BEGINNING at the intersection of the Southwesterly boundary of the Water Fence Road with the line of high water ordinary spring tides, Sydney Harbour;

THENCE S 57 degrees E a distance of five hundred and twenty-eight feet (528 feet) to a point; said point being the Northeasterly corner of a 7.02 acre water lot expropriated with other lands by the Federal Crown by Instrument No. 11205 at Sydney, Nova Scotia on March 24, 1942;

THENCE S 33 degrees W a distance of five hundred and fifty feet (550 feet) to a point, said point being the Southeasterly corner of the above-mentioned 7.02 acre water lot;

THENCE N 57 degrees W a distance of five hundred and fifteen feet (515 feet) to a point at the intersection of the line of high water ordinary spring tides, Sydney Harbour, with the Southwesterly boundary of the expropriated lands of Laura Fraser, said point being the Southwesterly corner of the above-mentioned 7.02 acre water lot, as well as being the Northwesterly corner of a 12.60 acre water lot expropriated under Instrument No. 11205 registered at Sydney, Nova Scotia on March 24, 1942;

THENCE S 51 degrees E a distance of six hundred and five feet (605 feet) to a point, said point being the Northeasterly corner of the 12.60 acre water lot mentioned above;

THENCE In a general Southerly direction to the Southwesterly corner of the Jetty lying in front of the above-mentioned 7.02 and 12.60 acre water lots;

THENCE Following along the Southerly face of the Jetty in a general Easterly direction to its Southeasterly corner;

THENCE Following along the Easterly face of the Jetty in a general Northerly direction to its Northeasterly corner;

THENCE Following along the Northerly face of the Jetty in a general Northwesterly direction to its intersection with the Easterly face of the Seaward Defense Wharf;

THENCE In a general Northeasterly direction along the Easterly face of the Seaward Defense Wharf to its Northeasterly corner;

THENCE Along the Northerly face of the said wharf in a general Northwesterly direction to a point where the Northerly face of the said wharf intersects the line of high water, ordinary spring tides, Sydney Harbour;

THENCE In a general Southerly direction along the line of high water, ordinary spring tides, Sydney Harbour to the point of commencement.

SAVING AND EXCEPTING any portions of the lots and/or streets as depicted on the Plan of Subdivision entitled "Sydport Industrial Park - Phase 1" filed as Plan M-2348 on October 15, 1990, that may be within the boundaries of the above described lot.

RESERVING AND EXCEPTING ALL WATER AND SEWER PIPELINES as described in document #82905234.

TOGETHER WITH the right of ingress and egress over a network of streets (identified as PID

15578420) within the Sydport Industrial Park as shown on the Plan of Subdivision entitled Sydport Industrial Park-Phase 1, Sydport, Point Edward, Nova Scotia, filed October 15, 1990, at the Registry of Deeds Office at Sydney, Cape Breton County, Nova Scotia, as Plan Number M-2348, for the purpose of accessing the above-described lot located within the Sydport Industrial Park from the nearest public road, commonly known as the Edwardsville Road, in the County of Cape Breton as recorded in a Deed at the Registry of Deeds Office on 2 January 2013, as Document #102234888.

SUBJECT TO existing easements for pole and/or pipelines as described in Book 1589 at page 249.

SUBJECT TO the right of Her Majesty the Queen, to the free use, passage and enjoyment of, in, over and upon all navigable waters that now are or may be hereafter found on or under or flowing through or upon any part of said lands as described in Grant from Her Majesty the Queen (Registry Reference Book 954 at Page 667).

SUBJECT TO a right of way over a "Common User Area" identified on a plan entitled Sydport Industrial Park-Phase 1, Point Edward, N.S. filed at the Registry of Deeds office on October 15, 1990 as Plan No. M-2348 and described at Document No. 88845111.

SUBJECT TO a right of way over a "Common User Area" identified on a plan entitled Sydport Industrial Park-Phase 1, Point Edward, N.S. filed at the Registry of Deeds office on October 15, 1990 as Plan No. M-2348.

SUBJECT TO THE RIGHT OF INGRESS AND EGRESS over the property (via the Inner Quay (wharf) and Main Jetty) as shown on a Plan entitled "Sydport Industrial Park - Phase 1", dated November 24, 1989 and prepared by MacKinnon Surveys and Investments Ltd., of Sydney, Nova Scotia, and registered at the Registry of Deeds on the 15th day of October, 1990 as Plan No. M-2348 as shall be required for access to the lands as described in Book 1678 at Page 161.

SUBJECT TO a 20 foot width easement for a proposed Fuel Pipe Line, extending in a southeasterly direction within the boundary limits of Marine Drive, from the southernmost corner of a parcel of land owned by Northern Petroleum Corporation Limited (PID 15614712) and terminating at a point on the Outer Jetty on the western side of Sydney Harbour; said 20 foot easement being shown on Plan No. 2351 filed October 17, 1990 and described in Schedule "B" in Book 1678 at Page 161.

*** Municipal Government Act, Part IX Compliance ***

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(c) resulting from an acquisition or disposition of land by Her Majesty the Queen in right of the Province or in right of Canada or by an agency of Her Majesty.

PID 15776388 **

Registration County: CAPE BRETON COUNTY
Street/Place Name: MARINE DRIVE /EDWARDSVILLE
Title of Plan: PLAN OF SUBDIVISION & CONSOLIDATION OF LANDS OF EAST COAST
METAL FABRICATION INC. PID 15776388 & LAURENTIAN ENERGY CORP. INC. PORTION
OF PID 15578420 CREATING LOT RA-2013 MARINE DRIVE, POINT EDWARD, SYDPORT
Designation of Parcel on Plan: LOT RA-2013
Registration Number of Plan: 105611918
Registration Date of Plan: 2014-08-15 15:10:15

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act
or registered under the Land Registration Act
Registration District: CAPE BRETON COUNTY
Registration Year: 2014
Plan or Document Number: 105611918

**Only portion of PID 15776388 to be conveyed.

CAPE BRETON ISLAND'S UNIVERSITY – STRATEGIC UPDATE

Cape Breton University
Happen.

NEW DRAFT MISSION

Cape
Breton
University
Happen.

Cape Breton University is a multicultural, sustainable and entrepreneurial academic institution committed to teaching excellence, world changing research and deep engagement with the social, economic and cultural aspirations of every community and individual we serve.

THE ISLAND UNIVERSITY: CBU ECONOMICS

Cape
Breton
University
Happen

- Only university on Cape Breton Island, serving 12%+ of the total population of Nova Scotia (with less than 6% of the university operating grant envelope)
- Every \$1 of public investment in CBU turns into \$4+ GDP for NS (mostly in Cape Breton)
- Total economic impact \$94.4m to Nova Scotia GDP
- Approx 1400 jobs directly attributable to and dependent upon CBU
- CBU is responsible for 2% of all household income in Cape Breton

THE ISLAND UNIVERSITY: CBU SOCIAL & CULTURAL

Cape
Breton
University
Happen

- More than 50% of all CBU graduates ever live and work on Cape Breton Island
- Almost 30% of current students come from outside Canada
- CBU contributes > \$500k per annum to special support for Aboriginal students and has graduated more than 500 Aboriginal students since 1974
- The Aboriginal In.Business program is now offered in 5 locations across Canada
- CBU is uniquely placed to meet future nurse demand shortfall and enhanced healthcare occupation training role because of local clinical capacity and collaboration with Dal/St FX arising from Nursing Review
- CBU contributes > \$500k per annum to Art Gallery and the Beaton Institute (regional archive)

THE ISLAND UNIVERSITY: CBU ACADEMIC

Cape
Breton
University
Happen

- Highest percentage of students in the province who enter CBU directly from high school with an average of 95%+ (14.4% v 10% Dal 4% St FX)*
- Average entry grade equal to Dal (87% v 85.5 St FX)*
- One of the highest final year student satisfaction rates in the Province*
- Lowest average upper year class size in the Province*
- Approx 100 students per annum entering grad programs elsewhere in the Province (primarily Dal).
- Annual research income per faculty member in 2013/14 was \$23,000, representing a 49% increase over previous fiscal year. Direct research spending exceeds \$4 million per annum.

* As reported in Maclean's University Rankings 2015

THE ISLAND UNIVERSITY: ACADEMIC

Cape
Breton
University
Happen

- Highest Student Services spending in the province.

CBU	6.6%
Acadia	6.2%
SMU	6.0%
MSVU	5.5%
STFX	4.7%
Dalhousie	3.8%

- Lowest average upper-year class size in the province.

CBU	18.1
Acadia	19.3
MSVU	19.5
SMU	24.4
Dalhousie	24.7
STFX	24.9

THE ISLAND UNIVERSITY: CBU IN THE FUTURE

Cape
Breton
University
Happen.

- CBU uniquely placed to help coordinate and drive the entrepreneurial renaissance of Cape Breton Island; Island Sandbox successfully launched with NSCC; UIT launched with Gavin Uhma; Cape Breton Island Futures Fund (spearheaded by private donations) under development for pre-commercial and student start ups. More from David Rae to come.....
- CBU uniquely placed to help drive immigration in both urban and rural Cape Breton Island drawing partly on international student body. More from Amanda McDougall to come.....
- CBU leading on a range of clean tech commercialisation opportunities for Nova Scotia: 20 FTEs now working in the Verschuren Centre for Sustainability in Energy and the Environment (all funded by industry and government contracts)

DEVELOPING AN ENTREPRENEURIAL SOCIETY IN CAPE BRETON

Cape
Breton
University
Happen.

RATIONALE FOR ENTREPRENEURSHIP

Cape
Breton
University
Happen

- Address causes & effects of economic & population decline
- Make Cape Breton a good place to start & run a successful business
- Create new jobs & value creators
- Raise business start-up & survival rates (5% decrease 2005-12)
- Increase innovation & international business
- Renew communities
- Reduce dependence on public sector & off-island controlled employment

ENTREPRENEURSHIP IS OPEN

Cape
Breton
University
Happen

- Open to everyone
- Open for business
- Open-minded to new ideas
- Open innovation connects actors
- Open markets to new players
- Open data & information available
- Open government is accountable

<http://datalibre.ca/links-resources/>

STRATEGIC ENTREPRENEURSHIP ACTION PLAN

Cape Breton University
Happen

Project Funded by Atlantic Canada Opportunities Agency and Province of Nova Scotia

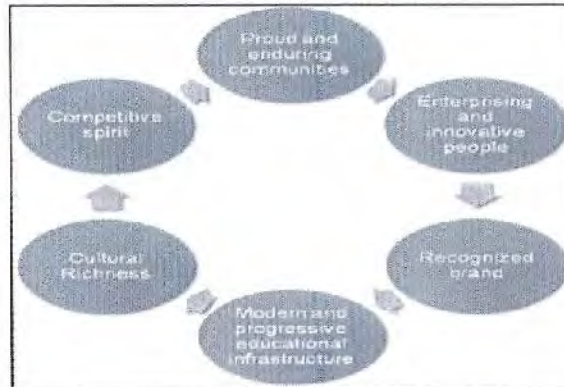
Cape Breton Island and Mulgrave Strategic Entrepreneurship Action Plan
Draft Final Report

Prepared for
Cape Breton Partnership
Prosperity Framework

by
STRATEGIC, UNIVERSITY OF GUELPH, ONTARIO

In association with
Dun Thero and Associates Ltd.

March 2015



Island attributes for entrepreneurship

STRATEGIC ENTREPRENEURSHIP ACTION PLAN

Cape Breton University
Happen

Vision: Make Cape Breton & Mulgrave the leading entrepreneurial hub in Atlantic Canada



- Build a collaborative, co-ordinated model
- Research-informed approach
- Entrepreneurship education for all learning levels
- Enhanced start-up, incubation & business support pipeline
- Implementation support for strategy

PROPOSED CENTRE FOR SUSTAINABLE ENTREPRENEURSHIP

Cape
Breton
University
Happen

EDUCATIONAL CAPACITY
K-12, POST SEC, SKILLS & QUALITATIVE TRANSITION, MENTORING

RESEARCH OBSERVATORY
DATA, DEMOGRAPHICS, SECTORS, CYCLES, POPULATION, TAXATION

STARTUPS
MENTORING, INCUBATION, SUCCESSION, INVESTMENT

- Proposal to ACOA for a centre hosted by CBU & NSCC
- Island-wide reach to engage partners & Communities
- Build educational capacity
- Research-led Open Data approach to make information & knowledge accessible
- Connect with key business sectors
- Inform Startup & business support
- Build on what works & fill the gaps

DESIRED OUTCOMES BY 2020

Cape
Breton
University
Happen

- Educational & cultural change to value entrepreneurial careers
- Increase rates of Aboriginal, female, international, graduate, & community entrepreneurship
- An 'Open for Business' culture
- Many new businesses established
- Succession planning & ownership transfer to secure existing family firms
- International recognition of Cape Breton as a destination point to study & do business

ROLE OF CBU

Cape
Breton
University
Happen.

- Leadership to make it happen
- Connect education & community partners with businesses
- Research power to ensure 'better data for better decision-making'
- Excellent entrepreneurial development programs
- Attract home & international students, innovators, investors & partners

RURAL-URBAN IMMIGRATION STRATEGY FOR CAPE BRETON

Cape
Breton
University
Happen.

PROJECT OVERVIEW

Cape
Breton
University
Happen.

- Funded by the Nova Scotia Office of Immigration via Settlement Fund
- CBU will work with Island wide partners to assess the needs and issues around immigration to Cape Breton (Task Force, community consultation)
- Survey international students attending CBU, ICEAP, NSCC and Université Saint-Anne to determine their interests and needs which must be satisfied to encourage settlement on Cape Breton.
- Student and community based research will provide the necessary data to produce a report which will detail recommendations and 'next steps'

GUIDING QUESTIONS

Cape
Breton
University
Happen.

- Why should Cape Breton not aspire to an immigration rate of 1000 per annum?
- What proportion of these 1000 immigrants could be Cape Breton University, Université Saint-Anne and Nova Scotia Community College graduates and their families?
- What changes are required in governance, regional coordination, Immigrant Services Association of Nova Scotia (ISANS) programming and other support services to deliver a more aggressive immigration target for Cape Breton?

IMMIGRATION TASK FORCE: WHO IS IT AND WHAT IS ITS ROLE?

Cape Breton University has invited members of the private sector, community leaders and municipal representatives to form a high level Task Force on Immigration

- Review the effectiveness of current immigration attraction and settlement services in Cape Breton Island
- Make recommendations to enhance these services in all municipalities in Cape Breton (rural and urban, Anglophone and Francophone)
- Ensure deep linkages with the Universities, the Community College and the ICEAP
- Explore relevant labour market opportunities and growth sectors in Cape Breton Island
- Monitor, deliver and report.

SURVEY OF INTERNATIONAL STUDENTS



Sample survey of international students attending post-secondary institutions on Cape Breton Island. Administered in-person and electronically

Questions were broken down into three categories:

1. **Introductory Questions;** general idea of who the student is, background.
2. **Cape Breton Experience;** what has been positive and what are we lacking
3. **Immigration;** intention to stay, what would increase probability of immigrating permanently.

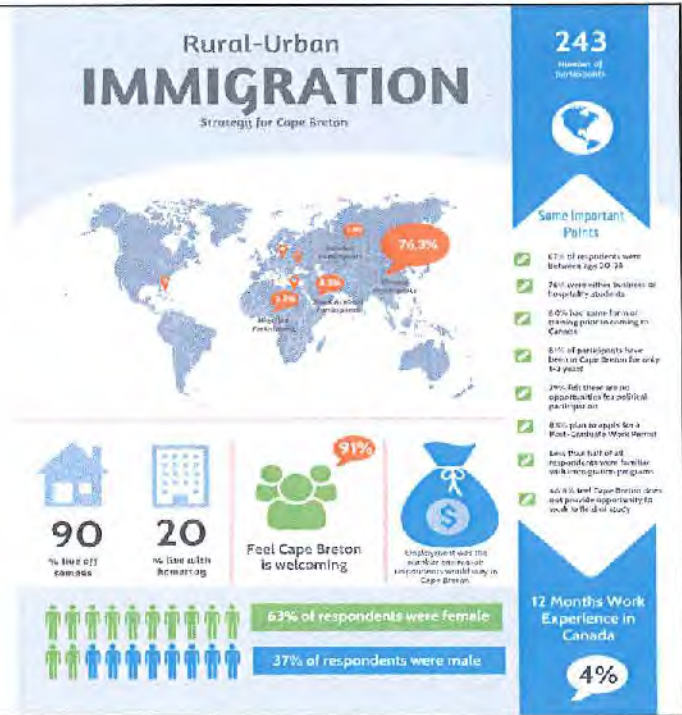
RESULTS

40% of respondents said the potential to immigrant permanently to Canada was why they chose CBU.

88.4% of respondents are planning on applying for a post-graduate work visa.

35% of respondents would like to open their own business in Cape Breton, but only 15% were aware of Start-Up Visa program.

Quote: "Cape Breton Should have an immigration office where people walk in to speak with someone or call with questions"



NEXT STEPS: ENGAGING THE ISLAND

- Development of project website that will host report and also showcase Cape Breton immigrant stories.
- Write report from data collected through survey and Task Force meetings. Highlight recommendations to current immigration practice in Cape Breton.
- 'Next Steps in Cape Breton Immigration' event.
- Continuation of Task Force and new activities based around community outreach and awareness in Phase II of Pilot.

RRFB Nova Scotia

Putting Waste In Its Place: Challenges, Changes & Innovation

CBRM Council

June 16, 2015

PUT WASTE IN ITS PLACE



RRFB Nova Scotia: Background

- Resource Recovery Fund Board, Inc.
- Created by Province in 1996 by the *Solid Waste-Resource Management Regulations*
- Close partners with Nova Scotia Environment and the seven Solid Waste Management Regions

PUT WASTE IN ITS PLACE



RRFB Nova Scotia's Mission

To work with Nova Scotians to improve our environment, our economy, and our quality of life by reducing, reusing, recycling and recovering resources

PUT WASTE IN ITS PLACE |  RRFB

RRFB Nova Scotia's Mandates

- Support municipal or regional waste diversion programs across the province
- Operate deposit-refund system for beverage containers



PUT WASTE IN ITS PLACE

RRFB Nova Scotia's Mandates

- Develop and implement industry stewardship programs



PUT WASTE IN ITS PLACE

RRFB Nova Scotia's Mandates

- Develop education and awareness programs

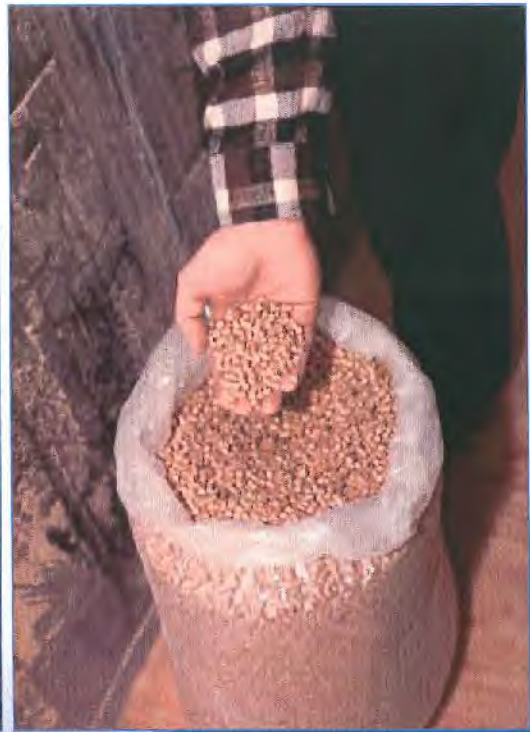


PUT WASTE IN ITS PLACE



RRFB Nova Scotia's Mandates

- Promote the development of value-added manufacturing



Local Impact & Successes

- Diversion Credits Region 1 = \$5.4M/10 yrs
- Education Support for CBRM = \$600K + over last 10 years
- Enforcement Program for CBRM = \$80K in F2015 – very successful!
 - Number of illegal dump sites investigated = 327
 - Number of illegal dump sites cleaned up = 289

RRFB Nova Scotia's Value

- Experience & Expertise
- Integrated Approach
- Relationships
- Innovative
- Professional and Trusted
- Accountable and Transparent

PUT WASTE IN ITS PLACE |  RRFB

Collective Impact

- Waste disposal rate: 47% below the Canadian average
- Curbside recyclables collection province-wide
- Organics collection in > 90% of Nova Scotia
- Clear bags for garbage programs in 46 of 54 municipalities (Halifax in August 2015)

PUT WASTE IN ITS PLACE |  RRFB

RRFB Nova Scotia's Challenges

- Finances under pressure:
 - Fees (tire and beverage) unchanged since inception
 - Beverage container program revenues flattening, high cost of handling
- Changing demographics impacting labour and demand
- Changing philosophy of stewardship

PUT WASTE IN ITS PLACE



RRFB Nova Scotia's Response

- Reduced expenses (Admin, Programs, Other)
- New collection technology for beverage containers
 - expect operational savings in m-term but expansion of program experienced unexpected challenges (AL)
- Increased tire environmental handling fees (first time in 18 years)
- Continue to focus on innovations to reduce costs and enhance the system

PUT WASTE IN ITS PLACE



RRFB Nova Scotia's Solutions

Compaction trailers



PUT WASTE IN ITS PLACE



RRFB Nova Scotia's Solutions

Compaction trailer:

- Fit over 650 bags of plastic (vs. 78 previous)
 - PET compacted at Enviro-Depots and transported direct to market (Novapet in Amherst)
 - AL compacted and transported for final baling
- Reduced greenhouse gas emissions by 121 tonnes

PUT WASTE IN ITS PLACE



Looking Ahead

- Other provinces are pushing forward with new stewardship programs
- Positive outcomes in Nova Scotia Environment's regulation review package
- Focus on strengthening the Depot network and enhancing customer experience
- Extended Producer Responsibility (EPR) holds significant potential benefits and opportunities

PUT WASTE IN ITS PLACE



Looking Ahead

- Key to success is our existing foundation: strong Nova Scotia Model with an integrated approach to education and development
- We all know both the environment and economy can benefit – Success for one does not have to come at the expense of the other:
 - Beverage container program = 600+ jobs in NS and over \$20M in household income

PUT WASTE IN ITS PLACE



Conclusion

- Experience has proven we can be innovative to find solutions to meet challenges head on
- We are ready to take the next step in our evolution working with our key partners
- We can play a role in an expanded EPR framework and ensure value for Nova Scotians

Questions?

ATLANTIC GATEWAY

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PORT OF SYDNEY

Sydney is the most important piece of maritime real estate on the east coast of North America.

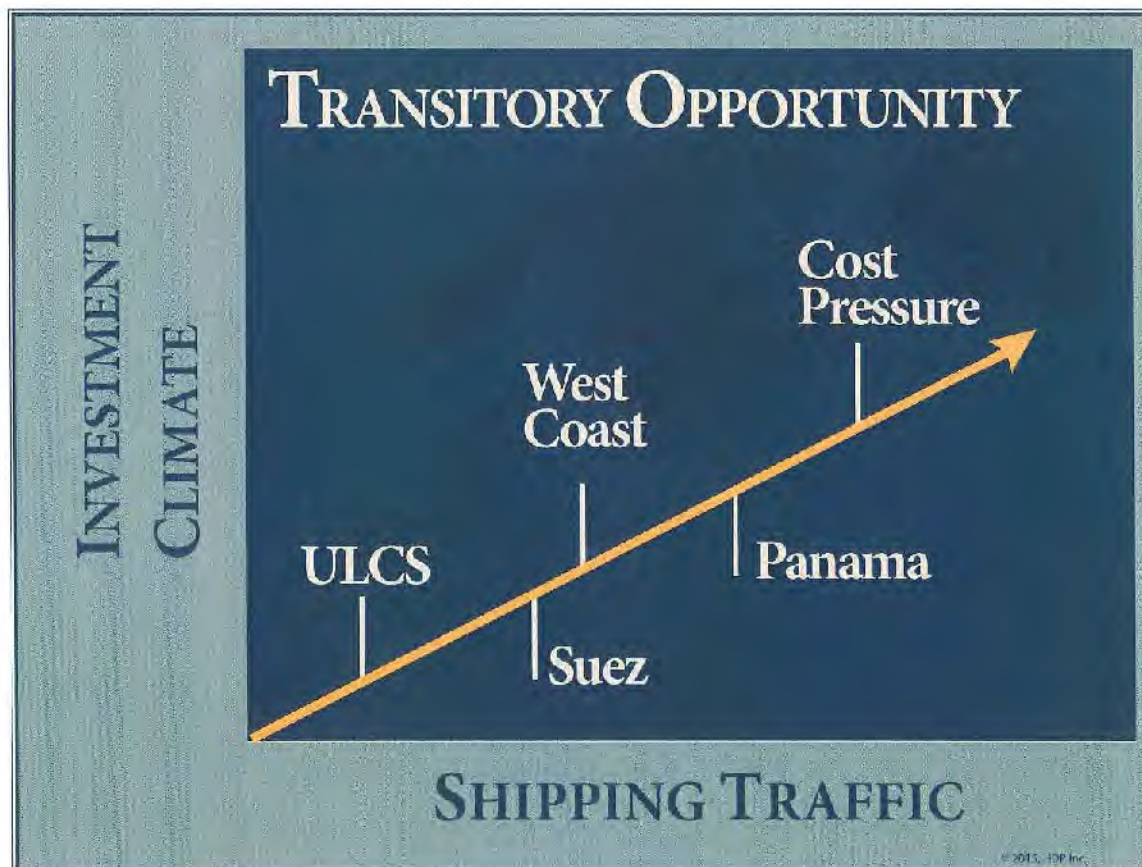
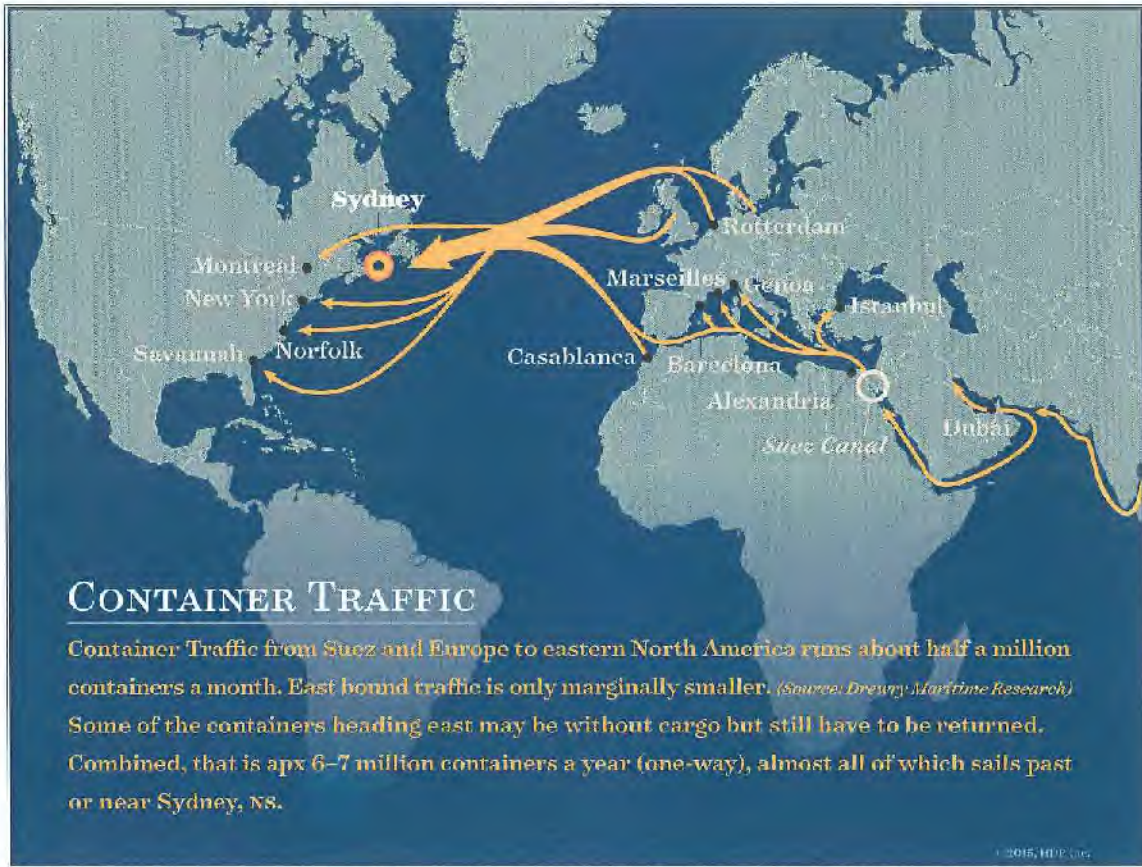
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PARTNERS

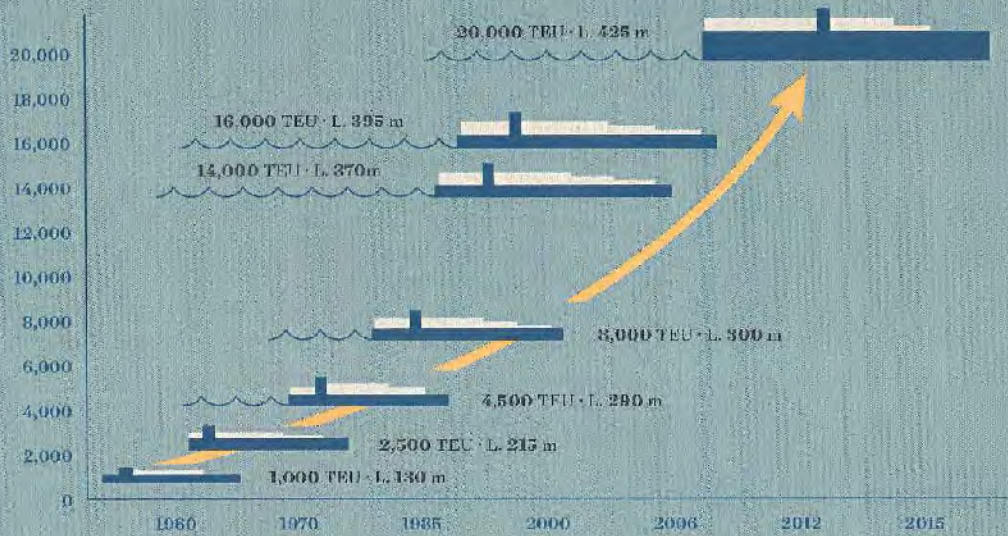
- ✓ Finance
- ✓ Design & Build
- ✓ Logistics & Warehousing
- ✓ Developers
- ✓ Operators
- ✓ Shipping
- ✓ Rail

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INCREASING CONTAINER SHIP SIZE



© 2015, HDI Inc.

MSC OSCAR



© 2015, HDI Inc.



WHY SYDNEY? WHY NOW?

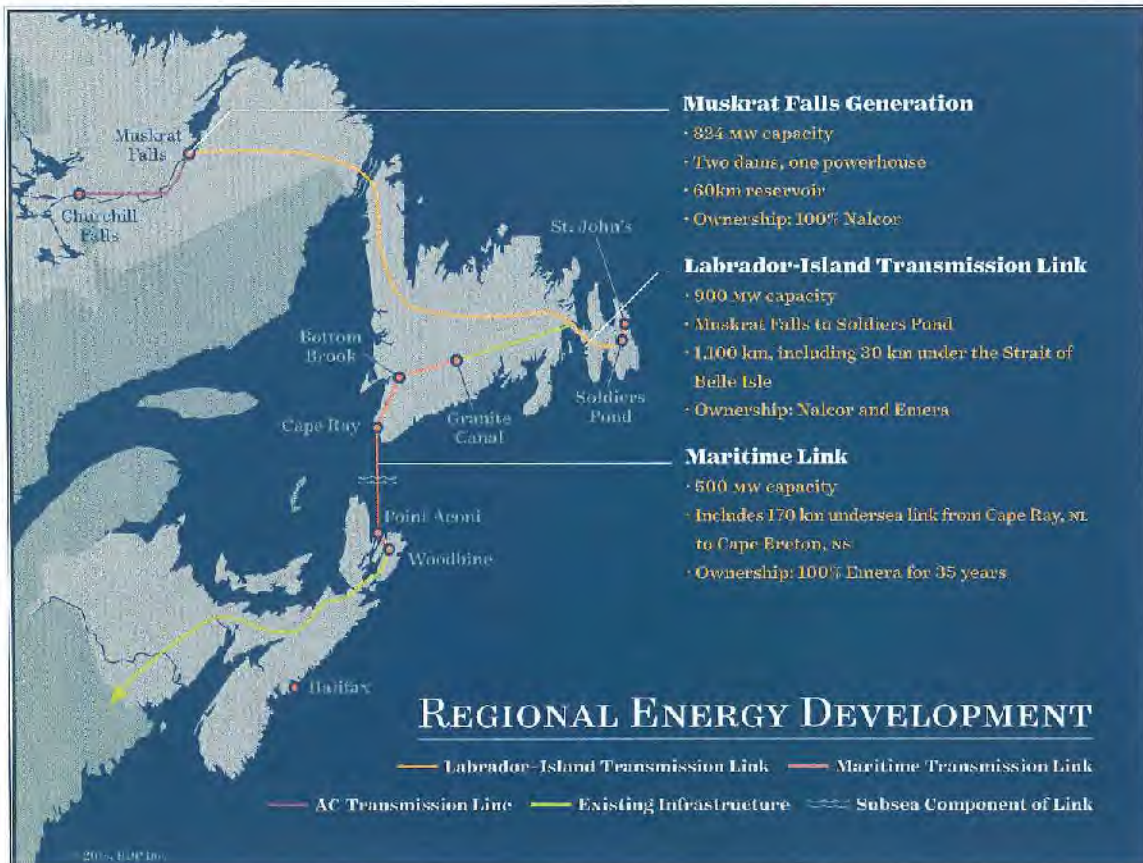
- Critical component Atlantic Gateway
- Critical to European Free Trade Agreement (EFTA)
- Shipping Lines switching to ultra large vessels (ULCS)
- European and Suez traffic increasing
- Chronic congestion in both (US) west and east coast ports
- Labor unrest in (US) west coast ports adds to congestion
- Shippers looking for alternatives to existing (US) ports
- Shippers looking for lowest possible costs – new vs retrofitting
- Montreal Incomes part of Atlantic Gateway
- Links Central Canada to the Atlantic Gateway

The Atlantic Gateway could capture 10-15% of the traffic that sails right past Canada (Nova Scotia) on its way to US Ports. Economic benefits would be felt across the Maritimes to Montreal and central Canada.

PORT OF SYDNEY HIGH LEVEL CHECK-LIST

- ✓ Location—closest to Europe and Suez
- ✓ Dredged—16+ meters
- ✓ Designed to accommodate ULCS
- ✓ No overhead obstructions
- ✓ Shovel ready—permits, environmental, regulatory
- ✓ Support at all levels of government
- ✓ Strong local support
- ✓ Financing
- ✓ World's most experienced port builder
- ✓ Greenfield and serviced land—500 acres
- ✓ Designed to be lowest cost port on east coast
- ✓ Serviced by double stack rail
- ✓ Power and service infrastructure
- ✓ No legacy fees or agreements
- ✓ Skilled labor force
- ✓ Marine services
- ✓ Secure distance from major urban center
- Rail partner
- Shipping partner
- Bunkering
- ✓ Dry dock/floating dock
- ✓ Spill/environmental clean-up
- Security

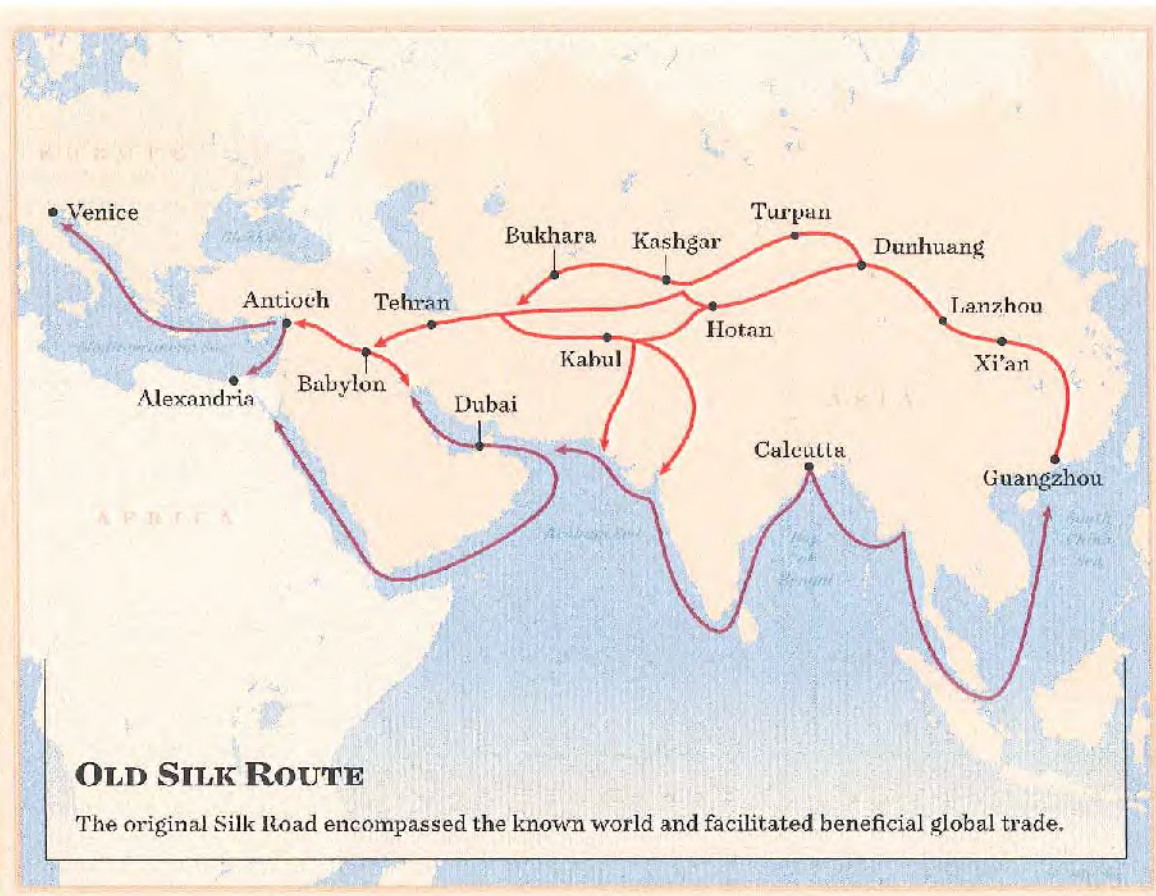
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GLOBAL SILK ROAD

IN THE FOOTSTEPS OF MARCO POLO

2015





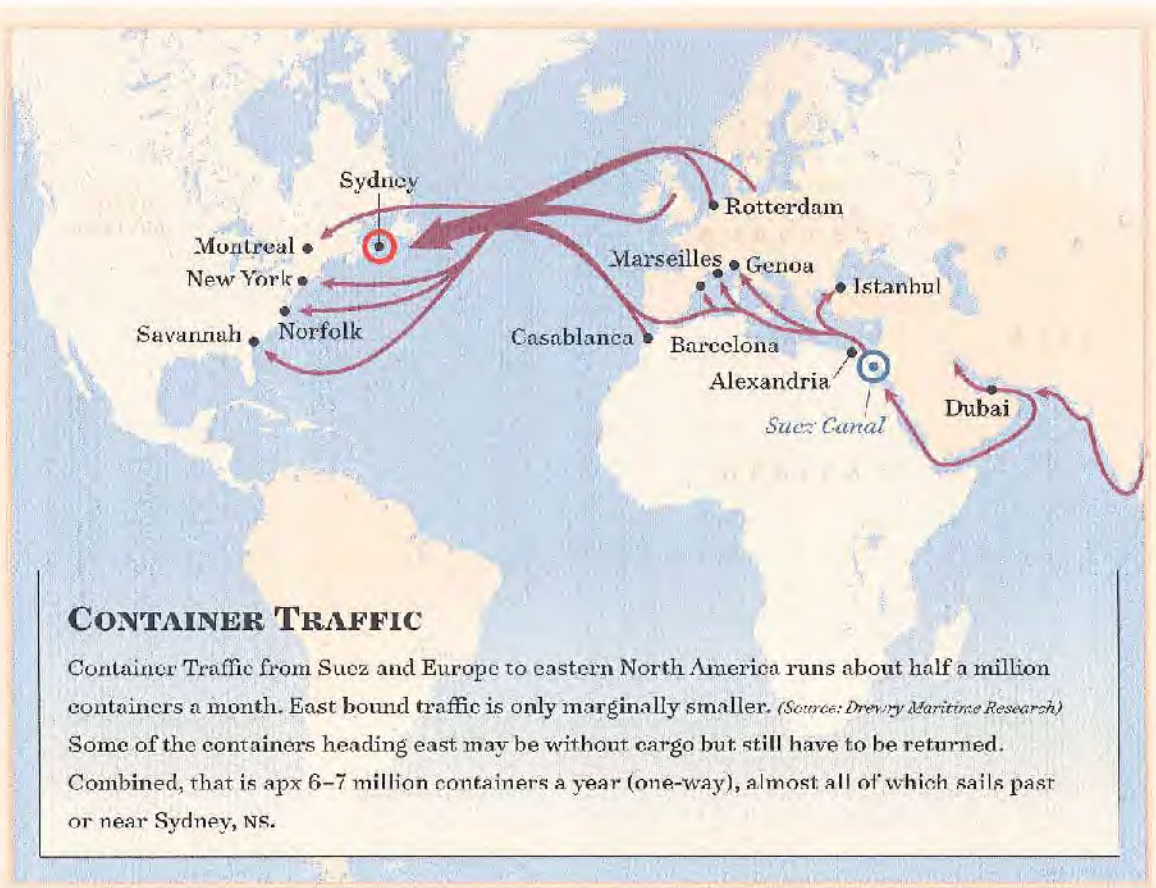
NEW SILK ROUTE

The New Silk Road Strategy is a bold concept aimed at reinvigorating trade between China, the Middle East, and Europe. Central to this strategy is improved overland access and especially improved maritime access between these regions.



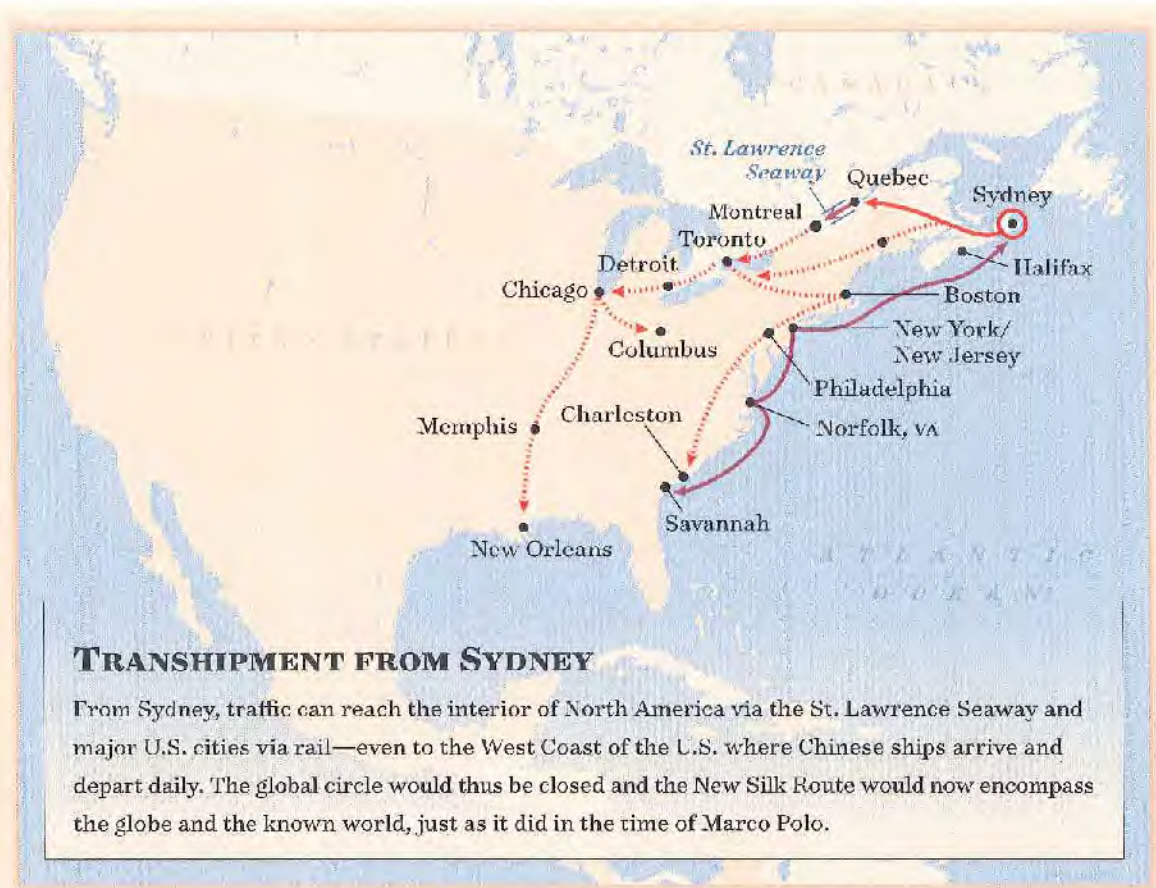
EXTENDED SILK ROUTE

The old Silk Road encompassed the known world. Why should the new Silk Road end in Europe? The opportunity to extend the strategy to North America and return to China creates a closed loop. The steaming time to the deep water port Sydney, NS offers a 36-50 hour advantage over a comparable trip to New York. Sydney will be a super transshipment hub for the largest container ships in the world and the most highly automated, lowest cost container port on the east coast of North America.



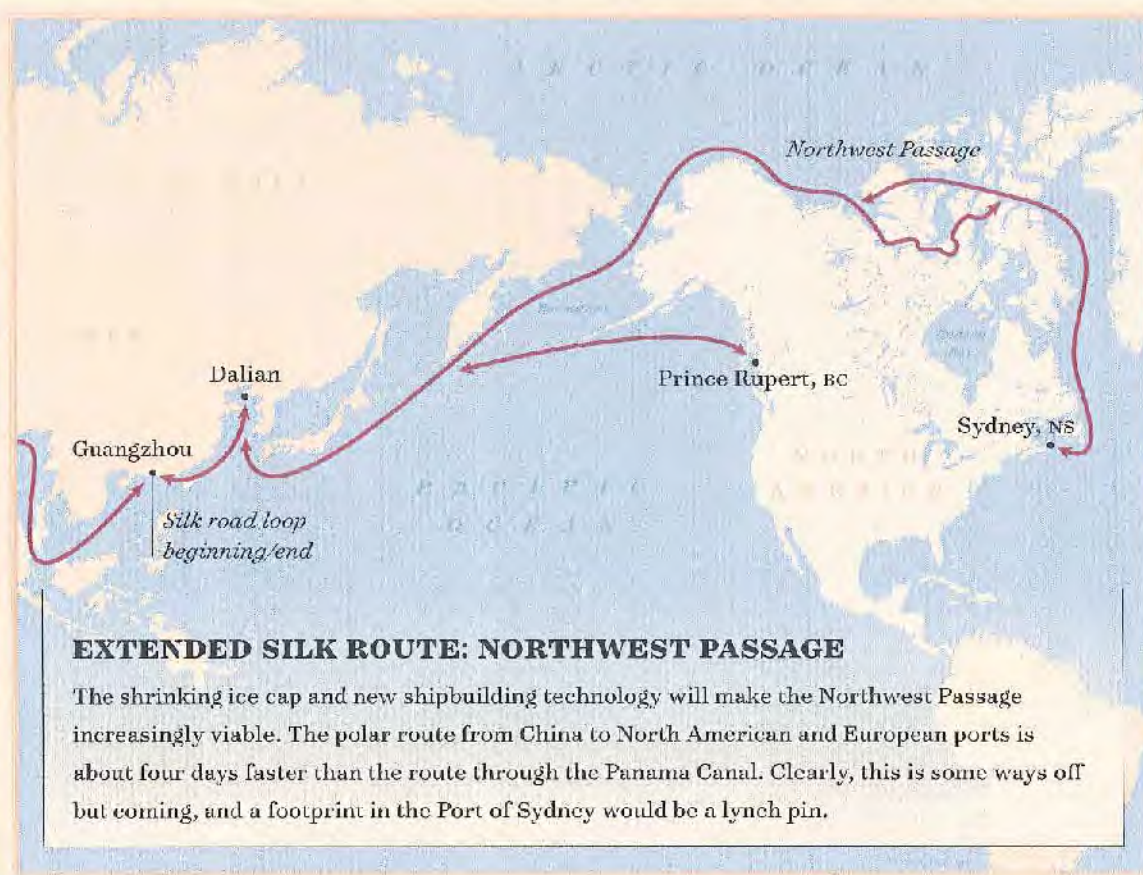
CONTAINER TRAFFIC

Container Traffic from Suez and Europe to eastern North America runs about half a million containers a month. East bound traffic is only marginally smaller. (Source: Dreyfus Maritime Research)
 Some of the containers heading east may be without cargo but still have to be returned. Combined, that is apx 6-7 million containers a year (one-way), almost all of which sails past or near Sydney, NS.



TRANSHIPMENT FROM SYDNEY

From Sydney, traffic can reach the interior of North America via the St. Lawrence Seaway and major U.S. cities via rail—even to the West Coast of the U.S. where Chinese ships arrive and depart daily. The global circle would thus be closed and the New Silk Route would now encompass the globe and the known world, just as it did in the time of Marco Polo.



EXTENDED SILK ROUTE: NORTHWEST PASSAGE

The shrinking ice cap and new shipbuilding technology will make the Northwest Passage increasingly viable. The polar route from China to North American and European ports is about four days faster than the route through the Panama Canal. Clearly, this is some ways off but coming, and a footprint in the Port of Sydney would be a lynch pin.



PORT RUPERT TO CHICAGO

The rail/container trip from Port Rupert to Chicago is cheaper than from Seattle or Los Angeles thanks to aggressive rail rates. It also suffers far less from port congestion, greater labor stability and lower environmental fees. These are all advantages Sydney expects to also enjoy.



Company Overview
June 16th, 2015

Presented to:
CBRM Council

Innovative Marine Solutions • mckeil.com



Starts with Safety - We Sail Safe



Our unwavering commitment to Quality, Health, Safety, and Environment (QHSE) is demonstrated in daily vessel operations, crew training & development programs, customer relationship management and cargo handling practices.

Comprehensive safety programs ensure the well being of our crew, customers, suppliers and visitors. Orientation, training and continuous improvement programs are in place for all crew.

**We are committed to achieving a
ZERO HARM WORKPLACE.**

Innovative Marine Solutions • mckeil.com



QHSE

Paramount in everything we do

- ISO 9001
- ISM Certified
- Green Marine Certified
- Federally Regulated
- Hazard and Risk Analysis
- Continuous Improvement



ISO 9001
QM: ISM Global



Innovative Marine Solutions • mckeil.com



History



McKeil Marine Limited is a privately owned family business operating since 1956.

Since inception, McKeil has been based in Hamilton, ON and now has offices in Montreal, QC, St. John's, NL and Saint John, NB.

Innovative Marine Solutions • mckeil.com



Entrepreneurial Spirit



McKeil has a rich history in Canada's maritime industry. We provide **transportation** and **project** services for a wide range of customers and industry sectors.

The roots of entrepreneurship and honest, hard work are traced back to founder Evans McKeil. Today we continuously demonstrate our commitment to people, excellent customer service and our community.

Our passion is the next solution.

Innovative Marine Solutions • mckeil.com



Our Mission

Our sailing and support crew are on course to be recognized as the first choice for tug and barge services from the Great Lakes through to Eastern Canada and the Arctic.



Innovative Marine Solutions • mckeil.com



Guiding Principles

- **We sail safe.** Protecting crew, cargo, vessels and the environment anchors our daily actions.
- **We exist to serve customers.** Our value is recognized by the innovative solutions we provide and our ability to execute.
- **We are all leaders.** We lead by example and continually raise the bar in everything we do.
- **We are proactive.** Agility and readiness separate us from the competition.
- **We are a family business.** Honesty, respect and a strong sense of community make us proud.

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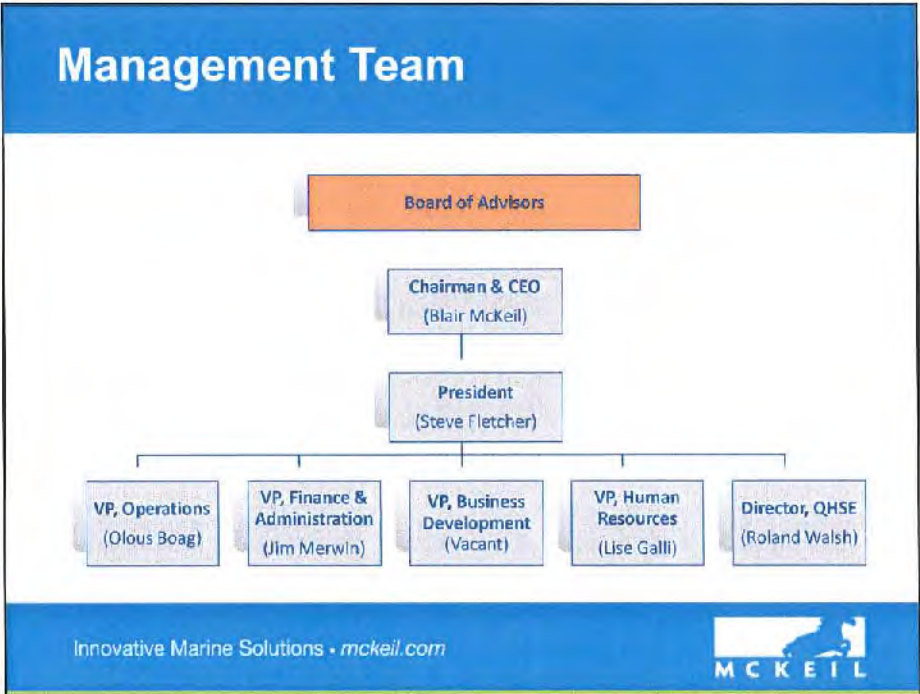


McKeil Marine – servicing multiple regions



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Experienced & Dedicated Sailing Crew



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A Strong Sense of Community Anchors Us

MCKEIL CARES



MCKEIL
SCHOOL OF BUSINESS

L  **W**
LAKE ONTARIO
WATERKEEPER

L'ÉLYME
DES SABLES 

JANEWAY 
CHILDREN'S HOSPITAL FOUNDATION

Innovative Marine Solutions • mckeil.com



The list goes on...

MCKEIL CARES



Innovative Marine Solutions • mckeil.com



Marine Transportation

- Primarily contracted with multi-year relationships
- We transport dry bulk, break bulk and liquid bulk
- Diverse customer base of large companies, spread across many industries – steel, aluminum, agri-products, cement, aggregates, road maintenance
- Versatile fleet customized customer needs – segregation walls, removable bin walls, ro-ro ramps, roof configurations
- Customers are logistics savvy, analytical and technically skilled – seeking improved methods of moving their cargo
- Customer's primary focus is on the ability to deliver their cargo cost effectively, reliably and safely.

Innovative Marine Solutions • mckeil.com



Transportation Fleet



Capacity: 10,500 mt
Length: 425'2"
Beam: 74'
Loaded Draft: 19'

Innovative Marine Solutions - mckeil.com



Break Bulk – aluminum in Sept Iles



Innovative Marine Solutions - mckeil.com



Dry Bulk – agri-product back hauls



Innovative Marine Solutions • mckell.com



Transportation Fleet



Huron Spirit

Capacity:	10,000 mt
Length:	328'0"
Beam:	82'
Loaded Draft:	18'6"

Innovative Marine Solutions • mckell.com



Huron Spirit - self-unloading deck barge



*Huron Spirit with
150 foot discharge
conveyor boom.
Carrying
aggregates &
other dry bulk
cargo plus steel*

Innovative Marine Solutions • mckeil.com



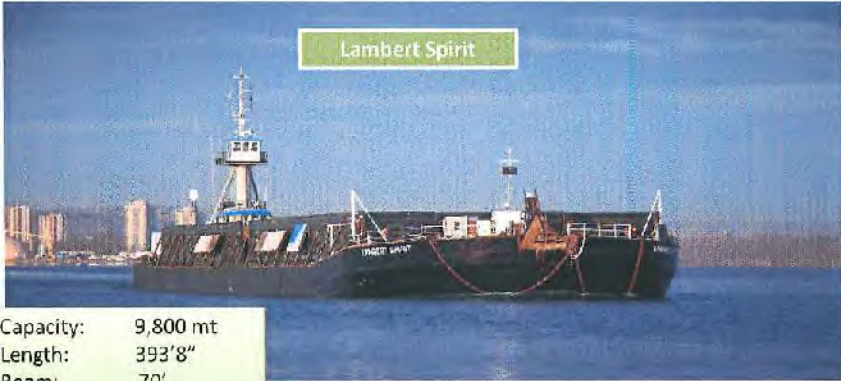
Huron Spirit – high strength for steel coils



Innovative Marine Solutions • mckeil.com




Transportation Fleet



Lambert Spirit

Capacity: 9,800 mt
Length: 393'8"
Beam: 70'
Loaded Draft: 19'

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Lambert Spirit – aggregate load



Innovative Marine Solutions • mckeil.com



Transportation Fleet



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Project Services

- Planning & consultation for engineered solutions delivered to customer specification
- Short and long term mobilization and support over the life of a project.
- Includes project cargo shipments, marine construction support, salvage, tug assist and towing.
- We have a fleet of versatile project assets that can be customized for specific project requirements.
- Customer's primary focus is on the ability to deliver the right solution, reliably and safely.

Innovative Marine Solutions • mckeil.com



Canadian Royalties Inc.



- **Challenge:** Providing reliable and efficient loading dock for nickel & copper concentrate along rugged shoreline absent of permanent dock infrastructure.
- **Solution:** Nunavut Spirit with anchor lines & spuds to secure and pivot ramp for tidal changes.



Innovative Marine Solutions • mckeil.com



CRI - Arctic Mine 2013 Temporary Dock



Temporary dock using 400' x 105' barge.

Innovative Marine Solutions • mckeil.com



CRI – Arctic Mine 2013 Temporary Dock



Innovative Marine Solutions • mckeil.com



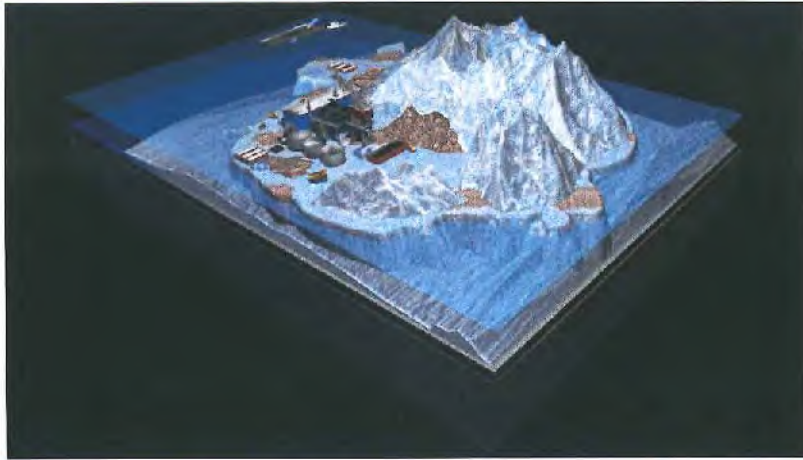
CRI – 2014 Solution: 10+ Year Floating Dock



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CRI – 2014 Solution: 10+ year floating dock animation



Innovative Marine Solutions • mckeil.com



CRI – 2014 Solution: 10+ year floating dock



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CRI – 2014 Solution: 10+ year floating dock



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CRI – February 16, 2015



Innovative Marine Solutions • mckeil.com




CRI – February 18, 2015




Innovative Marine Solutions • mckell.com




Vale - Long Harbour Processing Plant Construction



- \$47 Billion annual revenue mining giant
- **Challenge:** Vale was building a nickel processing plant in modular form, most of which was sourced from the Gulf of Mexico, eastern seaboard and Great Lakes.
- **Solution:** 9 barge & tug combinations



Innovative Marine Solutions • mckell.com



Project Cargo – Vale Long Harbour



Innovative Marine Solutions • mckeil.com



Project Cargo – Vale Long Harbour



Innovative Marine Solutions • mckeil.com



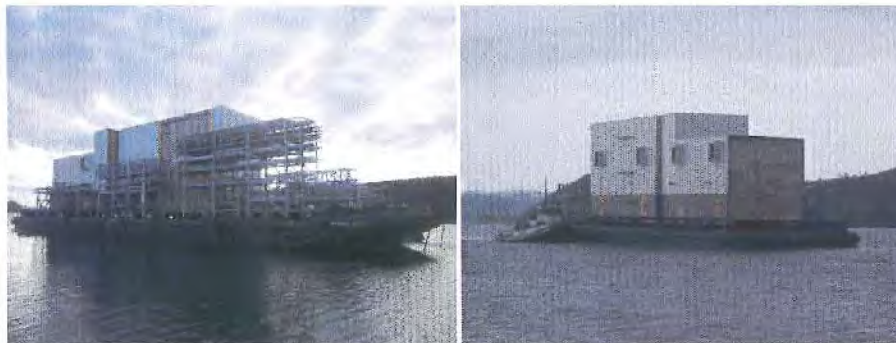
Project Cargo – Ground portion



Innovative Marine Solutions • mckeil.com



Vale - Long Harbour Processing Module Delivery



Innovative Marine Solutions • mckeil.com



Hebron



Co-venturers include:

- ExxonMobil Canada Properties (36%)
- Chevron Canada Limited (26.7%)
- Suncor Energy Inc. (22.7%)
- Statoil Canada (9.7%)
- Nalcor Energy (4.9%)

▪ **Challenge:** During the construction phase, they require 15 barges to form a flotilla around the GBS. All barges must meet a high standard, and do not exist in Canada. Two must be built in Newfoundland & Labrador.

▪ **Solution:** Series of Newly Built barges

Innovative Marine Solutions • mckeil.com



Hebron

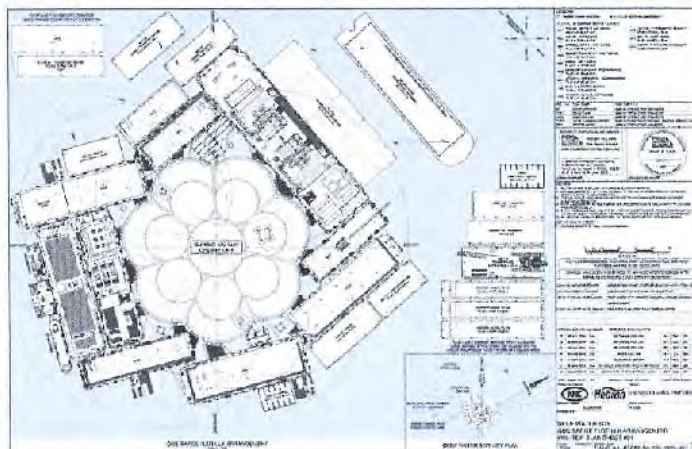


The Hebron field will be developed using a stand-alone concrete gravity based structure (GBS). The GBS will consist of a reinforced concrete structure designed to withstand sea ice, icebergs and meteorological and oceanographic conditions. A flotilla of 20 barges will be used during construction.

Innovative Marine Solutions • mckeil.com



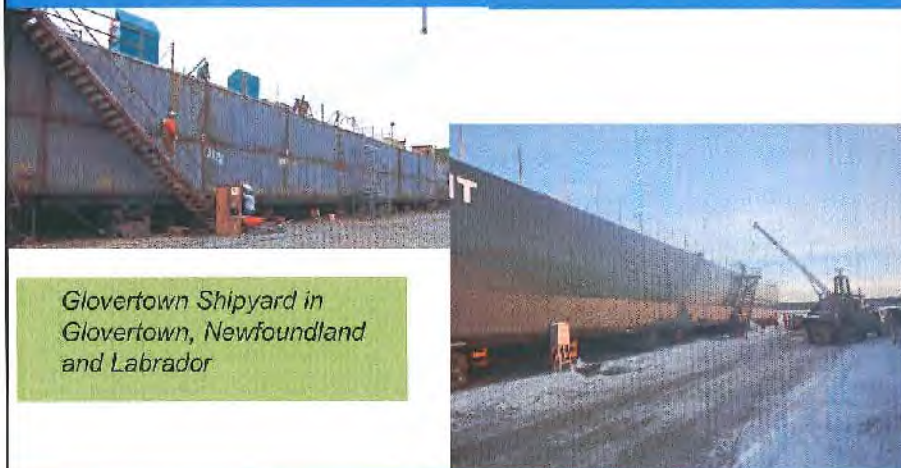
Hebron – flotilla arrangement



Innovative Marine Solutions - mckeil.com



Benefit Barge #1



*Glovertown Shipyard in
Glovertown, Newfoundland
and Labrador*

Innovative Marine Solutions - mckeil.com



Barge prior to launch



Innovative Marine Solutions • mckeil.com



Mammoet-McKeil New Damen Barge



243'7" x 77' x 14'9" (74.25 x 23.5 x 4.5m) 4839 lt

Innovative Marine Solutions • mckeil.com



Nine barges built in China

China New Build Barges					
Type	Length (ft)	Width (ft)	Depth (ft)	Deck (mt/m2)	Class Req'd
Flat Deck	182.4	54.4	11.8	15	Yes
Flat Deck	169.3	60.4	11.8	15	Yes
Flat Deck	141.7	54.4	11.8	10	Yes
Flat Deck	220.4	55.8	13.1	15	Yes
Flat Deck	110	54	10	10	Yes
Flat Deck	110	54	10	10	Yes
Flat Deck	144	54	10	10	Yes
Flat Deck	144	54	10	10	Yes
Flat Deck	144	54	10	10	Yes



Delivered to Newfoundland on one Heavy Lift ship

Innovative Marine Solutions • mckeil.com



Delivery to Canada – January 2014



Innovative Marine Solutions • mckeil.com




Delivery to Canada – January 2014



Innovative Marine Solutions • mckeil.com




New Damen Barge from Holland



394' x 105' x 26' (120 x 32 x 8m) 20,000 mt
Largest deck barge in Canada and one of the three largest in North America.

Innovative Marine Solutions • mckeil.com



Hebron – flotilla arrangement



Innovative Marine Solutions • mckeil.com



Hebron – flotilla arrangement



Innovative Marine Solutions • mckeil.com



Hebron – flotilla arrangement



Innovative Marine Solutions • mckell.com



Hebron – flotilla arrangement



Innovative Marine Solutions • mckell.com



ArcelorMittal



ArcelorMittal

- **Challenge:** ArcelorMittal required the movement of a ship loader in two pieces; a stacker & a reclaimer.
- **Solution:** McKeil partnered with Mammoet to complete the load.
- This is the only barge in eastern Canada capable of this movement.



Innovative Marine Solutions • mckeil.com



1200 mt Stacker-Reclaimer

Belledune, NB to Port Cartier, QC



Innovative Marine Solutions • mckeil.com



1200 mt stacker

Belledune, NB to Port Cartier, QC



Innovative Marine Solutions • mckeil.com



Various project support

Broad Cove Temporary Dock



Temporary dock using 400' x 105' barge.

Innovative Marine Solutions • mckeil.com



Towing Suction Dredge Pipe



Innovative Marine Solutions • mckeil.com



Project Cargo - Transformer



Project Cargo

We customize our fleet to suit the specific project requirements of our clients.

Innovative Marine Solutions • mckeil.com



Passenger Ferry Solution

Passenger Ferries for Hebron

*Through March 2015:
Over 24,000 trips
Over 550,000 passengers*



Innovative Marine Solutions • mckeil.com




Iqaluit Bay – Nunavut. Delivering 2 brand new power generators



Innovative Marine Solutions • mckeil.com




Raglan Mine



Two loads totaling 14 modules were transported. Load 1 included 6 modules loaded in Belledune. Load 2 included 8 modules loaded in Quebec City.

Innovative Marine Solutions • mckeil.com



Loading Project Cargo for White Rose



Innovative Marine Solutions • mckeil.com



Construction Support - Water turbine



Innovative Marine Solutions • mckell.com



Sharon M I - 4,000 hp Z-Drive



Innovative Marine Solutions • mckell.com



Beverly M I - 4,000 hp Z-Drive



Innovative Marine Solutions • mckeil.com



Lois M – 4,800 hp Z-Drive



Innovative Marine Solutions • mckeil.com



Tim McKeil – 4,800 hp Z-Drive



Innovative Marine Solutions • mckeil.com



mckeil.com



A Community of Communities

ISSUE PAPER

FROM: Malcolm Gillis

SUBJECT: Request from Peter Martin to allow development of a vacant lot parcel behind 931 Kings Road, Sydney River

DATE: May 13th, 2015

Introduction

After being told by a CBRM Development Officer a Development Permit could not be issued for the development of a land locked lot parcel in the community of Sydney River, realtor Peter Martin appealed to the General Committee of Council during its May 4th meeting. I advised Council they had two choices; reject Mr. Martin's request outright or ask staff to prepare and submit an issue paper to a subsequent meeting of Council or its General Committee. If Council rejected his request Mr. Martin would not have the right to appeal Council's decision because the necessary amendment would require a change in Municipal Planning Strategy policy. Council opted for the issue paper from staff. This issue paper is written in response to that Motion of the General Committee.

PID# 15779168 is the lot parcel which is the subject of Mr. Martin's request. It has an area of 7,284 sq. ft. It is located behind (i.e. to the east of) PID# 15779143 at 931 Kings Road. It is outlined in red on Map 1 with this report. It does not front along a public street/road. Its four property boundaries abut another privately owned lot parcel. The abutting lot parcel to the south is currently privately owned (Donald Ranni). Under Donald Ranni's lot parcel there is a sanitary sewer main connecting the sanitary sewer main under Ranni Crescent (a public Street east of the subject lot parcel and separated from it by the lot parcels encircling the cul-de-sac that ends the Street) with the sanitary sewer main under Kings Road. According to officials at Public Works Central there are no laterals from the water main under Kings Road servicing the lot parcel at 931 Kings Road or the landlocked lot parcel which is the subject of Mr. Martin's request.

The plan of subdivision referenced by Mr. Martin which was approved by a CBRM Development Officer in 2001 did not create a new "building lot" as he refers to it in his letter to the Clerk. The lot parcel was originally created in a plan of subdivision dated 1971. The 2001 plan of

subdivision was a boundary adjustment increasing the size of the lot parcel referenced by Mr. Martin by decreasing the size of the lot parcel occupied by the house with the civic address 931 Kings Road. Although the Municipality has the legal authority to reject an application to create new lot parcels in an urban service area *we have no authority* to do so if the plan of subdivision only realigns the boundary of existing lot parcels. Copies of both subdivision plans are included with this report.

The original 1971 plan clearly identifies a "proposed street" which is the above referenced lot parcel currently owned by Donald Ranni and the 2001 plan of subdivision identifies the same privately owned lot parcel as a "road reserve". In 1971 this was in the Municipality of Cape Breton County and the Municipality had no Subdivision Bylaw to regulate the subdivision of land. The reference on the plan of subdivision was that lot parcels would be serviced by a proposed Street which would be part of the public street/road network along with Kings Road which it was shown to intersect.

The current Subdivision Bylaw obliges the developer to construct any street proposed in the plan of subdivision *before* any new lot parcels are approved. Because, in the past, there were so many plans of subdivision creating lot parcels *fronting on proposed streets that were never constructed*, the current Land Use Bylaw has a General Provision prohibiting the issuance of Permits for developments on such lot parcels unless the street proposed to be constructed by the developer is constructed.


There are many lot parcels in the greater Sydney area created in a plan of subdivision in which the subdivision developer intimated that a street was proposed without one ever being subsequently constructed. If we are to adopt a policy that permits development on such lot parcels we will be opening up land for development without fulfillment of the original subdivider's commitment. Our experience is that if we do that we will eventually be expected to provide the service the developer promised in their plan of subdivision but never delivered. I will give you just one prime example to make our point.

A few decades ago the City of Sydney approved a phase of the Boulderwood subdivision that would complete the circle of Ferndell Crescent linking it back to Boulderwood Drive. The lot parcels created and approved in the plan of subdivision were to be serviced by a "proposed street". However, as with the lot parcel referenced by Mr. Martin, the proposed Street was never constructed (see Map 2 with this report). The position of staff, supported by a General Provision, is that subdivision approval to create a lot parcel is no obligation to allow development on the lot parcel if the plan of subdivision referenced that the lot parcel was to be serviced by a proposed Street unless and until it was actually constructed by the original developer or the current owner. This is the same scenario as Mr. Martin's in Sydney River.

Recommendation:

For the reasons explained in this report I recommend Council NOT amend the Municipal Planning Strategy and its implementing Land Use Bylaw to permit development on the lot parcel referenced by Mr. Martin without access being provided to it by a public street/road as defined in the Subdivision Bylaw.

Submitted by:

A handwritten signature in black ink, appearing to read "Malcolm Gillis". The signature is written in a cursive, flowing style with some loops and flourishes.

Malcolm Gillis
Director of Planning

MAP 1



341a

SHOWING LANDS TO BE CONVEYED TO

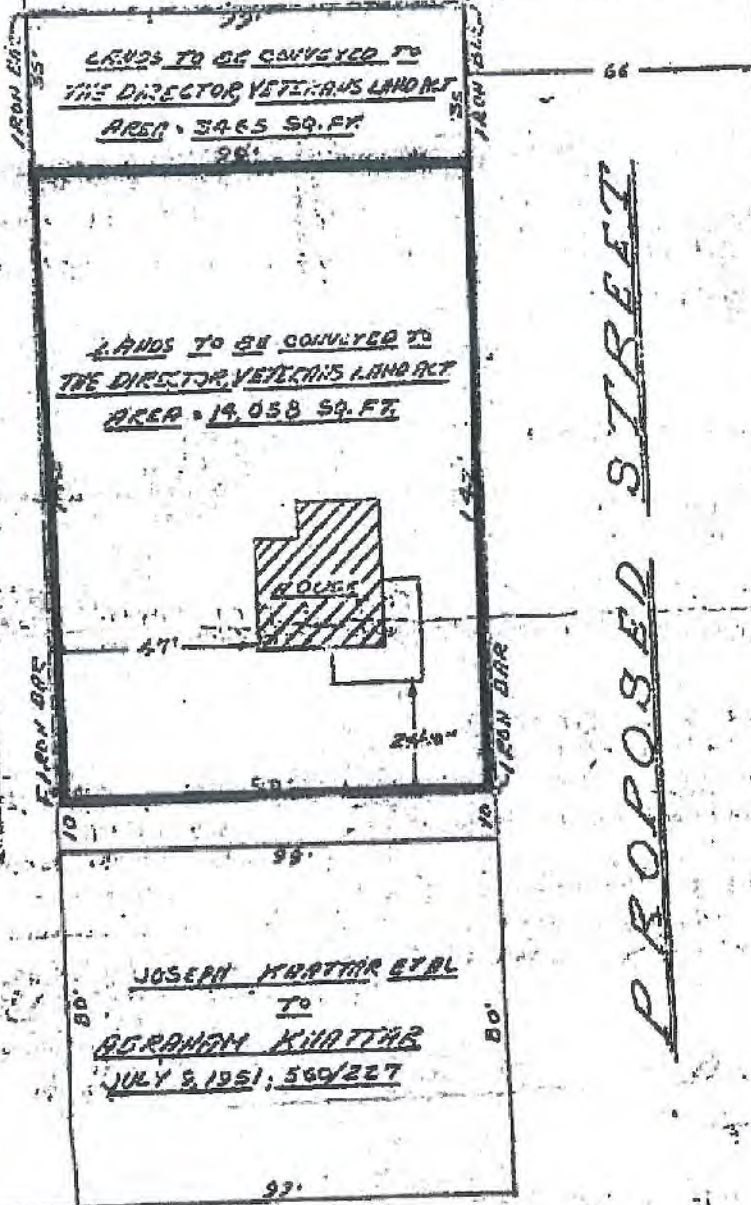
THE DIRECTOR, THE VETERANS LAND ACT

RE: PERLEY CAMERON

KINGS ROAD, SYDNEY RIVER, N.S.

DATE: MAR 29, 1971. SCALE: 1" = 30'

SURVEY BY: John S. G. [unclear] N.S.W.



Handwritten notes:
L. I. Y. A. C. I. B.
[unclear]

PROPOSED STREET

KINGS ROAD

MAP 2



Request by Peter Martin for Amendments to the CBRM Municipal Planning Strategy to permit the development of a parcel of land located between Ranni Crescent and Kings Road, Sydney River:

Motion:

Moved by Councillor Paruch, seconded by Councillor Cormier, that staff be directed to prepare an Issue Paper regarding an amendment to the CBRM Municipal Planning Strategy to allow a Development Permit on a landlocked lot parcel in an urban service area that does not have access to a public street/road and is not serviced or maintained by the CBRM Engineering and Public Works Department.

Discussion:

Councillor Detheridge asked if an amendment would be specific to Mr. Peter Martin's parcel.

The Director of Planning advised that the requested amendment would not be a site specific amendment and could affect all landlocked parcels in other service areas of CBRM.

Motion Carried.



MEMO

FROM: Malcolm Gillis

SUBJECT: Request from Wayne Weatherbee to amend the zoning along Terry Way to allow for a Doctor's Office

DATE: June 10, 2015

Introduction

Mr. Weatherbee is requesting a doctor's office be allowed on PID 15843907 which is located off of Terry Way in Sydney (Attachment A). The property in questions is zoned Residential Urban C (RUC) and while the RUC zone does permit non-residential uses, a doctor's office is not one of them.

Policy 16, Part 10 of the Municipal Planning Strategy (MPS) indicates Council may consider a zone amendment to a zone immediately adjacent without requiring an amendment to the MPS. In this case, the proposed zone request is the Mira Road Business (MRB) zone, a portion of the lot in question is immediately adjacent to the MRB zone. While this request does appear to be in keeping with the intent of Policy 16, Part 10, this request is more than just a simple zone amendment it would also involve an amendment to the MPS.

Mr. Weatherbee invested in the construction of Terry Way to allow for the development of the Health Park adjacent to the Regional Hospital fronting along the west side of Terry Way. The business development zone in effect along George Street in front of the Regional Hospital was expanded to include the Health Park complex, but Mr. Weatherbee specifically advocated against business development on the opposite (i.e. east) side of Terry Way because the property owners on that side of the newly constructed Street did not invest in its construction. However, this decision was made a generation ago, and therefore it is reasonable for Council to revisit this decision.

Recommendation

From a land use planning perspective, it is reasonable to have a doctor's office across from the largest medical care provider within the CBRM; therefore I am recommend an issue paper on this topic be presented to Council at their July Council meeting.

Submitted by:

Malcolm Gillis
Director of Planning

A

No Zoning

Terry Way

Ferguson Drive

Weatherbee Road

MRRB

RUC

Mullers Lane

PID 15843907

Martha Boulevard

73

62

30

96

77

66

57

78

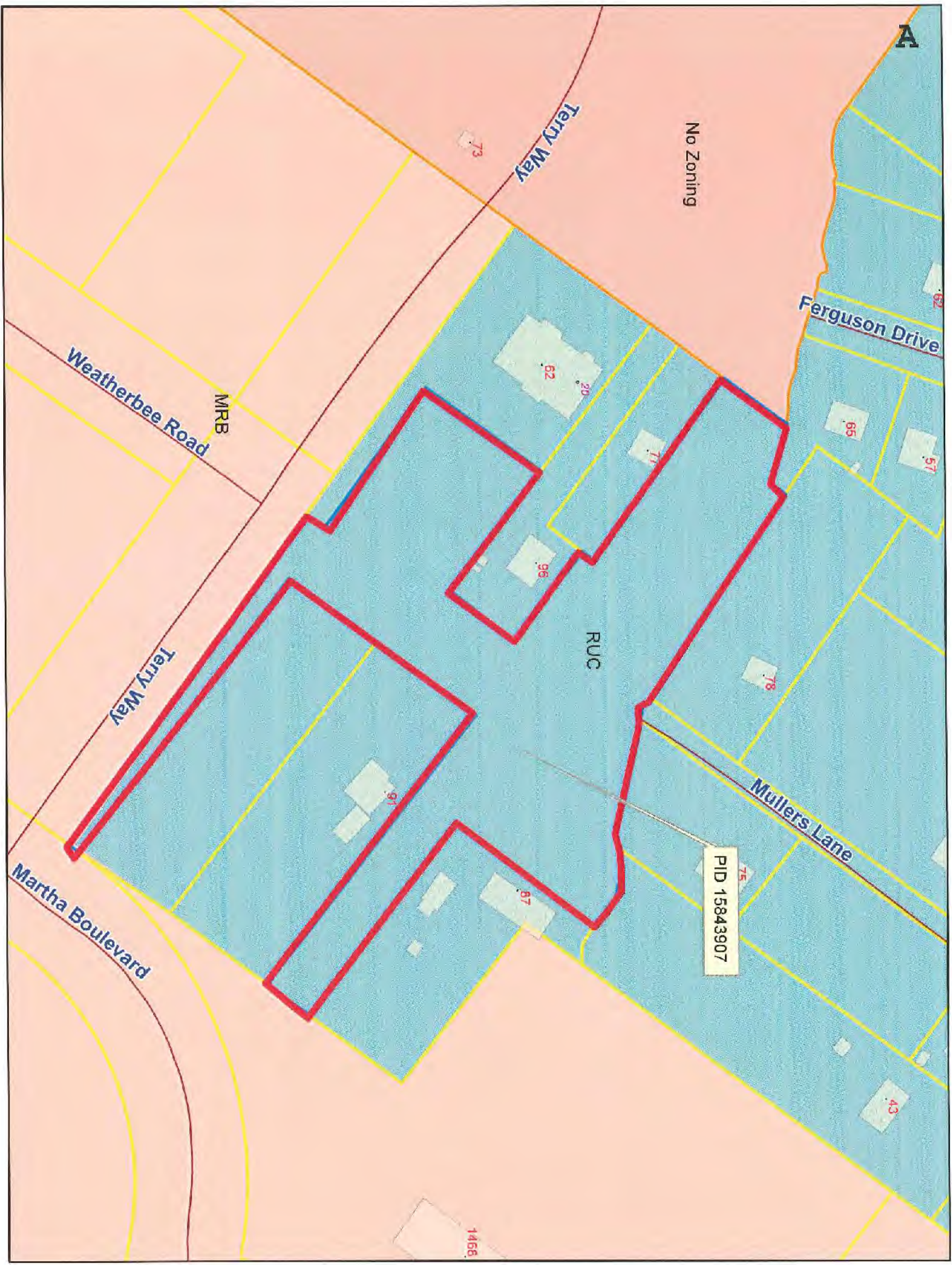
91

97

75

43

1468





Cape Breton Regional Municipality

Malcolm Gillis

Director Planning and Development Department

Email: mggillis@cbrm.ns.ca

Tel: 902-563-5027

320 Esplanade, Sydney, N.S.

B1P 7B9

Fax

MEMO TO: COUNCIL**FROM: Malcolm Gillis****SUBJECT: THE REQUEST FROM Mr. PETER SEWARD****DATE: June 10th, 2015**

Mr. Peter Seward has submitted a formal request asking that Council give staff the authority to approve a proposed plan of subdivision which would front along an unlisted road in the community of Catalone. New building lot parcels only accessed by a private road (i.e. one which is not owned and listed by the Province or by the CBRM) are only permitted in the remote locales of the Regional Municipality, provided the private road is constructed in compliance with a minimum standard for private roads described in the Subdivision Bylaw. This private road minimum construction standard is well below the construction standard for a public street/road.

Mr. Seward wants to be permitted to subdivide property on an unlisted private road that does not meet our construction specifications for private roads. To allow for this would require an amendment to the CBRM Municipal Planning Strategy and its two implementing Bylaws the Land Use Bylaw and Subdivision Bylaw. Council has the option to outright reject such a request, and Mr. Seward would have no grounds for an appeal to the Nova Scotia Utility and Review Board, or you can request that staff prepare an issue paper to explain the implications of allowing this to happen.

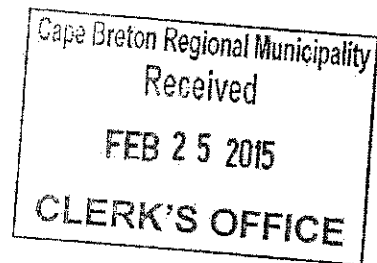
Submitted by:

Malcolm Gillis

Planning and Development Department

Bob Seward
19 Bathgate Street
Glace Bay, Nova Scotia
B1A 1A3

February 24th, 2015



Attn: Deborah Campbell
Clerk's Office (CBRM)
320 Esplanade
Sydney, Nova Scotia
B1P 7B9

Dear Ms. Campbell:

During the days of my youth, the concept of "the bungalow" and subsequent acquisition of such an ideal had always been a dream of mine. As an adult, with my family established, I finally engaged in the process of satisfying this dream. Ultimately, I was directed to a parcel of land on Catalone Lake. In 1975, through consultation with my lawyer, I was successful in satisfying my dream of acquiring my own piece of "bungalow country". This parcel, which spans 3.5 acres, includes a deeded, 66 foot uninterrupted right of way to the Catalone Gut Road. This property is outlined in red on the enclosed map.

Initially, Lakeview Drive, which leads to Catalone Lake, was privately developed to meet the basic requirements of service from utility providers, such as power, communication, sanitation and oil/gas. However, since the early days of establishing this summer residence, the area surrounding our property has grown to some 28 residential properties. Many of these residences are not summer retreats, but rather full time dwellings that would rival homes in many residential Cape Breton neighborhoods. For the past 20 years, the CBRM and the Provincial Department of Transportation has undertaken the responsibility of upgrading and maintaining the roads that service these residences.

In 2006, I personally began the process of subdividing my property for family members. At this time, Mr. Brian Spicer, a development officer with the CBRM, began the process of application for subdivision. After a number of meetings, it was determined that the proposal would be given the "green light". When my family was ready to proceed, our surveyor met with the development office to initiate the formal process of subdividing the property. Unfortunately, I was unaware of the proposed change in language within Section 19-B of the CBRM's subdivision bylaw (now Section 13). This change in language impacted my proposal for subdivision, as it was deemed "redundant" and as a result dismissed from consideration. I was not made aware of this change until May of 2012.

Seeing as though my request for subdivision took place prior to the changes in language to Section 19-B of the CBRM subdivision bylaw, I am asking that this request be re-considered for grandfather status. As

I have diligently followed the due process required to set this in motion, I disagree with the position that the development office has taken with my request for subdivision under these circumstances.

In closing, should council maintain their position on my request, I am suggesting that the language within Section 19-B of the CBRM's subdivision bylaw be amended to include the following:

1. That "subdivision", as defined by the CBRM, be considered for parcels on existing unlisted roads.
(OR)
2. That "subdivision", as defined by the CBRM, be permitted for parcels existing on an unlisted road that is being maintained and/or serviced by the CBRM and/or its agents.
(OR)
3. That "subdivision", as defined by the CBRM, be considered for roads having the same characteristics of Lakeview Drive and Mac Nevin's Lane.

I look forward to a favorable response by council to the considerations tabled within this letter.

Sincerely,



Robert (Bob) Seward

MAP 1





Brewer Drive

Catalone Cut Road

Mira Bay Drive

Center Street

Lakeside Drive

Catalone Lake

Macnevin Lane

S & L Lane

Padlys Lane

Old Station Road

Main-A-Dieu Road

Lakeview Drive

Pecks Lane

Terra Nova Road

Louisbourg Highway

Cape Breton Regional Municipality

2nd Floor, Civic Centre
320 Esplanade
Sydney, Nova Scotia
B1P 7B9

Telephone/Voice Mail : 563-5093
Facsimile : 564-0481
E-mail klsmith@cbrm.ns.ca



Office of : Kenneth L. Smith M.C.I.P.
Planner

Property Management Services

MONTHLY REPORT

To: CBRM Council
From: Ken Smith
Date: June 16, 2015
Re: Request to Purchase CBRM Land

Information: Mr. Hugh MacPherson is wishing to purchase lot PID # 15468424 from CBRM, see attached letter and maps. The subject lot is located towards the eastern end of Plummer Avenue, on the corner of Arthur Street and Plummer Avenue, New Waterford. The lot contains 14,800 sq. ft. of land with approximately 100 feet of frontage along Plummer Avenue. Up until recently the subject lot was assessed in the name of one Edith Nemis, see attached Registry of Deeds report. It wasn't until Mr. MacPherson had a title search completed that he discovered the property was deeded from Archie and Shirley MacIntyre to the former Town of New Waterford in October 1978; noted as being the last recorded deed.

The property has an Assessment Value of \$5,800.00

The request has been reviewed by Mr. John Phalen, Manager, Engineering and Public Works East. In Mr. Phalen's opinion, the subject property is surplus to the needs of the Municipality.

Recommendation: Staff recommends that lot PID # 15468424 be declared surplus by Council.

A handwritten signature in blue ink, appearing to read "Kenneth L. Smith".

Kenneth L. Smith M.C.I.P.
Planner
Property Management Services

Cape Breton Regional Municipality
Sydney Nova Scotia

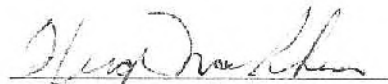
May 12 2015

Property Management Services
Att. Kenneth Smith

Enclosed please find offer to purchase parcel #15468424

PID
Title search

Hugh Mac Pherson



5832 Seaside Drive
GARDINER MINES N.S
B1H5K3
902 862 6047
902 304 7373



New Waterford

Subject CBRM Lot

15468424



St. Joseph Street

Wilson Avenue

Arthur Street

Gerard Street

McKay Street

Poplar Avenue

Poplar Avenue

Plummer Avenue

Parcel Historic Listing Report

PID	CITY/TOWN	PARCEL INTEREST HOLDER INTEREST TYPE	ASSESSED OWNER OWNER ADDRESS	AAN VALUE ROLL YEAR AREA LAST UPDATE FC	PROPERTY LOCATION	PLAN/DOC/RSI INFO/RELATED PARCELS YEAR TYPE NUMBER	BOOK/PAGE
15468424		NEMIS, EDITH RITA (FEE SIMPLE)	CAPE BRETON REGIONAL MUNICIPAL 320 ESPLANADE	4649761 \$5,800.00 2015	PLUMMER AVENUE NEW WATERFORD	2004 DT 11151	
3/33						1977 101 9900	1118/1
MU0326						1978 101 13991	1176/3
ACTIVE			SYDNEY NS CA 81P7B9	14800 SQUARE FEET		1983 101 101	1329/6
1981-02-24				2004-04-23 00:00:00 NO FIELD CARD REFERENCE FOUND		1983 101 12350	1361/7
ROD							

NOT APPLICABLE

END OF REPORT

Total PID's on Report: 1

DISCLAIMER:

Registry of Deeds parcels ARE NOT REGISTERED PURSUANT TO THE Land Registration Act. As such, ownership and all informations in this report is believed to be an accurate reflection of registered documents affecting the parcel of land to which it relates, however, it is not intended to be relied upon by the reader as advice on the current state of any title to land. A search of the records at the appropriate Registry of Deeds office may be required to determine the current owner(s) of the parcel of land under consideration. THESE ARE NOT OFFICIAL RECORDS.

Land Registration parcels ARE REGISTERED PURSUANT TO THE Land Registration Act. The registered owner of the registered interest owns the interest defined in the register in respect of the parcel described in the register, subject to any discrepancy in the location, boundaries or extent of the parcel and subject to the overriding interest [Land Registration Act subsection 20(1)].

No representations whatsoever are made as to the validity or effect of recorded documents listed in this parcel register. The description of the parcel is not conclusive as to the location, boundary or extent of the parcel [Land Registration Act subsection 21(1)].



M·E·M·O

To: All Council
Date: June 11, 2015
Subject: Sustainability Requests over \$50,000

Attached you will find the background information for the following Sustainability requests:

1. Kiwanis Pool - \$200,000 (\$100,000 for 2014-15 and \$100,000 for 2015-16 matching the funding from the Province). This was approved in principle pending matching provincial funding for the Northside Pool. **See page 145**
2. Red Cross – \$100,000 which can be provided over a multi-year pledge. Requests for funding have gone to all levels of government and private organizations. **See page 148**
3. S & L Railway - \$260,000 no other funding **See page 155**
4. Youth Initiative RELAYS project - \$630,000 over five years. \$120,000 indexed each year. Approved in principle pending Federal Funding for \$4,100,000 over 5 years. **See page 158**
5. Ben Eoin Recreation - \$350,000 over 2 years (Budget attached). Approval would be pending other levels of Government funding. **See page 160**
6. Federation of Agriculture - \$100,000 no other funding to date. **See page 162**

Marie Walsh, CGA
Chief Financial Officer

Kiwanis Pool – Request for Funding:

Mr. Wayne Weatherbee, Kiwanis Pool Committee Co-Chair, and Mr. Fred Hill, Committee Member, addressed Council to request funding assistance for needed renovations to the Kiwanis Pool's tank, decking, and inefficiency in the drainage system. The Kiwanis Pool Committee was advised by the Minister of Education and Early Childhood Development that once a funding agreement is in place with CBRM, the Government of Nova Scotia would be willing to match the funding up to a maximum \$100,000 in the current or next fiscal year.

Council discussed the following after the presentation:

- Budget implications;
- Sustainability funding from CBRM in the past (i.e. for lockers);
- Pool:
 - Operating budget;
 - Staff;
 - Repairs;
 - Funding;
 - Programs and operations;
- Imposed stipulation on CBRM by the Province re: funding agreement;
- Timelines

After discussion, the following motion was put forth.

Motion:

Moved by Councillor Saccary, seconded by Councillor Paruch, that the request to match the funding contribution from the Government of Nova Scotia in an amount up to \$100,000, to assist with renovations to the Kiwanis Pool, be referred to the 2015-2016 Budget process and that a letter be sent to Karen Casey, Minister of Education and Early Childhood Development, advising that the Kiwanis Pool Committee has requested financial assistance from CBRM to assist with the renovation project.

Discussion:

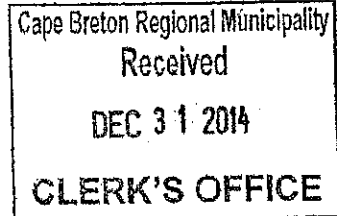
Councillor Detheridge and Councillor Eldon MacDonald expressed concern that the Province offered funding contingent upon receiving municipal funding and did not notify CBRM. Councillor Cormier requested that the Kiwanis Pool Committee provide Council with a business plan for the renovations for the pool prior to the 2015-2016 Budget process. Mayor Clarke noted that the Kiwanis Pool is infrastructure that will be included in Recreation Master Plan.

Motion Carried.

The Mayor thanked Mr. Weatherbee and Mr. Hill for their presentation.

Kiwanis Pool

25 Inglis St. Sydney, N.S. B1P 7C6



Cape Breton Regional Municipality

Dec.30,2014

Deborah Campbell, BBA, MPA

Municipal Clerk

Dear Deborah;

The Kiwanis Club of Sydney (Kiwanis Pool Committee) would like to make a presentation to the General committee meeting concerning the planned renovations at pool located on Inglis St. in Sydney. We have secured money from ACOA and the Dept of wellness N.S. as well as a promise of funds from the Dept of Education, Owners of the building where the pool is located.

This is a time sensitive item and will require getting an answer to our request in order to meet the time frame for the other Grants. We therefore request that we be granted time to speak to the Committee

At the earliest convenience.

Enclosed please find a copy of the letter from the Department of Education and Early Childhood Development, Karen Casey, Minister. The department feels that there should be some contribution from the municipality towards this project and is willing to work with your department to make this happen.

Sincerely,

A handwritten signature in black ink, appearing to read "Ralph Jeans".

Ralph Jeans

Pool Committee Chair.

902 565 7552 (C)

902 564 4501 (P)



Education and Early Childhood Development
Office of the Minister

PO Box 578, Halifax, Nova Scotia, Canada B3J 2S9 • Telephone 902 424-4236 Fax 902 424-0680 • www.ednet.ns.ca

DEC 19 2014

Mr. Ralph Jeans
Kiwanis Pool Committee Chair
26 Inglis Street
Sydney, NS B1P 7C6

Dear Mr. Jeans:

Thank you for the information you provided to the Department of Education and Early Childhood Development with regards to the costs associated with repairing the Kiwanis Pool.

I know how important the pool is to you and your community, and I understand and appreciate the desire for it to get fixed as soon as possible. Once you have a funding agreement in place with the Cape Breton Regional Municipality, the department will be pleased to match those funds for an equal contribution between the Government of Nova Scotia and the Cape Breton Regional Municipality. The department is prepared to provide matching funding up to a maximum of \$100,000 for the current fiscal year, which ends on March 31, 2015.

Further to that arrangement, we are also prepared to offer the same funding contribution (\$100,000) in fiscal year 2015-16, assuming there continues to be a municipal commitment.

I look forward to working with you and the Cape Breton Regional Municipality on this important project. Please feel free to contact me should you have any questions or concerns.

Yours truly,

Karen Casey
Minister of Education and Early Childhood Development

The Canadian Red Cross and Cape Breton Regional Municipality

The Need

When disaster strikes and the people of Nova Scotia are most vulnerable, the Canadian Red Cross is there just as it has been for more than a century. Trained Red Cross volunteers serve at the front-line in disaster situations caring for the *people* affected. As our trusted emergency personnel battle flames or secure the scene of a disaster, Red Cross volunteers ensure that people have a warm, safe place to stay, food to eat and clothes to wear. Our volunteers support these same people as they struggle to come to grips with the impact of the disaster and what comes next.

Many people believe that disasters won't happen to them but research and experience is proving that disasters are hitting the province of Nova Scotia with increasing frequency and severity. In the last few years, significant disasters such as hurricanes, floods and forest fires have forced people from their homes and communities, destroying homes, damaging property and turning lives upside down.

The Canadian Red Cross in Nova Scotia cares for hundreds of individuals and families following disasters each year. But when a large-scale disaster hits, the Red Cross often supports thousands of people at one time. As an organization, we must be prepared at all times to respond no matter the scale of disaster. Whether it's confined to a single family home or apartment or whether a disaster affects an entire community, the result is the same. People are displaced, precious possessions lost and their sense of security is shattered.

Research indicates that in the coming years Nova Scotia will be impacted by changing weather patterns that will result in more frequent and severe storms. Our province is more vulnerable than most to the effects of storm surges and powerful winds and rain that can damage vital infrastructure, cause flooding and force evacuations. We have seen these effects in recent times with the arrival of stronger and larger weather systems that bring heavy winds and rains like those that resulted in the closure of the Canso Causeway in 2011, the flooding in Meat Cove in 2010 and extended power outages affecting thousands of people following powerful Nor'easters.

Building our capacity to respond to disasters in our province is critical to our future and the well-being of Nova Scotians. It is imperative that we enhance our readiness to continue to act in our role as support to all levels of government and first responders when disaster strikes. Our plan to ensure that we are prepared to meet the needs of our citizens following inevitable disasters requires state-of-the-art training for hundreds of volunteers and modern, effective tools and resources to support these volunteers.

Our Solution

We have embarked on the *Prepared.* Campaign for Disaster Management to raise the funds required to establish Canada's first Centre of Excellence in Disaster Management Training – right here in Nova Scotia.

Volunteers are the very heart of the community – and the lifeblood of the Red Cross. With only three paid disaster management staff throughout Nova Scotia, the Red Cross relies on trained volunteers to deliver our programs and provide quick and efficient disaster relief to those in need. Volunteerism is one of the founding principles of the Red Cross and we remain committed to this as an ideal – and as a good business practice. It is neither practical nor affordable to hire Disaster Management staff to fulfill the roles played by our skilled volunteer force. To meet the complex challenges of providing care to the vulnerable following disaster, our volunteers undergo intensive training that meets stringent national standards.

The Red Cross' multi-level volunteer training program recognizes that the nature and impact of disasters vary. We have an ongoing need to provide immediate and short-term assistance to people following personal disasters and an ever-growing need to be at the ready to provide further skills development to volunteers who are called upon to coordinate support during large-scale, longer-term responses.

Training for Red Cross Disaster Management volunteers is delivered on three levels:

1. **Personal Disaster Assistance**
Volunteers trained at this level are equipped to respond to residential fires and other small, localized disasters.
2. **Emergency Response Team**
This team is required for disasters limited to single municipalities.
3. **Disaster Response Team**
The volunteers that make up this team require specialized skills needed to manage large-scale and long-term responses.

Currently, 330 Nova Scotians are trained in these three levels of Disaster Management and 100 reserve volunteers are prepared to respond in the event of a large disaster. Using our Disaster Management Capacity and Hazard Impact Assessment Tool we have determined that over the next five years the Red Cross needs to recruit and train 100 more volunteers trained at all levels of Disaster Management and an additional 1,100 reserve volunteers. The ability for our volunteers to meet the needs of Nova Scotians following a catastrophe is directly linked to training and tools we are able to provide. Ultimately, state-of-the-art training and practice in Disaster Management is essential.

The Centre of Excellence in Disaster Management Training

This Centre – which is at the forefront of our campaign – will be housed within the existing Atlantic Canada headquarters of the Canadian Red Cross in Dartmouth (Burnside Business Park). This facility will serve to train thousands of volunteers from Nova Scotia and across Atlantic Canada. From this Centre we will implement our national standardized training using best practices established through our experiences here and abroad.

This facility will house classrooms, meeting facilities and technology that will facilitate both hands-on and virtual learning. With the use of technology, CBRM volunteers and our partners will also be able to learn from the best in disaster management from across the country and around the world without the high costs associated with travel. This is a cost effective solution to bring a world of resources, experiences and skills to our region and to share our skills with others as a leader in disaster management.

The Centre of Excellence, although primarily a disaster response training facility, will also be used to educate the people of Nova Scotia to be prepared for disaster. From this Centre, we can manage our volunteer network trained to deliver disaster preparedness education throughout Atlantic Canada. Additionally, this facility will provide the Red Cross with opportunities to partner with external agencies and government groups, in particular the Cape Breton Regional Municipality, in sharing this training venue.

The impact of our nationally standardized training was felt in CBRM when one of our volunteers from the area was deployed to Alberta in 2012. The training and experience they received here at home allowed them to touch down on the other side of the country and provide support to residents immediately. The flooding that occurred in June 2012, in southern Alberta was devastating and it could happen again anywhere. Although our volunteer from CBRM was well trained in advance, the experience they received in the Alberta Floods response will continue to benefit the rest of their volunteer team and CBRM in all emergencies to come.

Beyond the Centre of Excellence

Once trained, our vital force of volunteers must have access to the best tools and supplies to meet the needs of those affected by disaster. The *Prepared*. Campaign will also result in the funds necessary to build our resources to be ready in the event of all sizes of disasters. At the top of the list of tools needed is the acquisition of a new Emergency Response Vehicle (ERV). The ERV serves as a Mobile Operations Hub and is dispatched to the scene of a disaster to provide on-the-ground support.

To ensure our own preparedness we are also planning to build our supply of cots, blankets, and comfort kits. Also integral to our readiness is the enhancement of our Communications and Multimedia equipment such as satellite phones, radio and audio/visual equipment.

<i>Need</i>	<i>Cost</i>	<i>Notes</i>
Centre of Excellence	\$1,500,000	Training & Simulation Facilities
National Volunteer Training Program	\$300,000	Training of volunteers – 3 levels of training
Emergency Response Vehicle	\$200,000	Mobile Operations Hub
Disaster Operations Centre	\$500,000	Command & Control Centre for Disaster Response Coordination
Supplies & Storage	\$250,000	Cots, blankets, comfort kits
Communications & Multimedia	\$250,000	Satellite phones, media room, radio room, communications technology
Total	\$3,000,000	

Figure 1

Through the generous support of individuals, companies and government, including the Halifax Regional Municipality, the Canadian Red Cross and its volunteer cabinet have secured \$2.7 million toward our \$3 million goal to date.

The Value of Red Cross in Nova Scotia

The Canadian Red Cross has a mandated role to respond to disasters as an auxiliary to government. While providing for the urgent needs of the province's citizens we are also providing a service of tremendous value. Trained volunteers provide extraordinary service to the people of Nova Scotia and have the ability to mobilize financial and in-kind support to enhance our responses.

In the Cape Breton Regional Municipality alone, volunteers have responded to eight disasters since April 1st 2014. These events were small personal disasters such as a house fire or flood. The Canadian Red Cross supported 15 people who might otherwise have no where else to turn. In the event that a much larger disaster or emergency arose in CBRM the Canadian Red Cross would be there. The area is known to receive and welcome many cruise ships and its passengers in the warmer months of the year. Should there be a need to evacuate a ship hosting thousands of people from all parts of

the world the Canadian Red Cross would be called upon to provide food, lodging and perhaps family reunification services. Preparing now for such events is essential.

Prepositioned resources and volunteers residing in communities throughout Nova Scotia provide the Canadian Red Cross with an advantage that allows for quicker and more efficient response times. This means less time is wasted marshalling resources and equipment. Our staff and volunteers respond to disasters in every corner of our province including Cape Breton Regional Municipality. Below is a chart of a few mid-large level responses the Canadian Red Cross has been involved with in recent years.

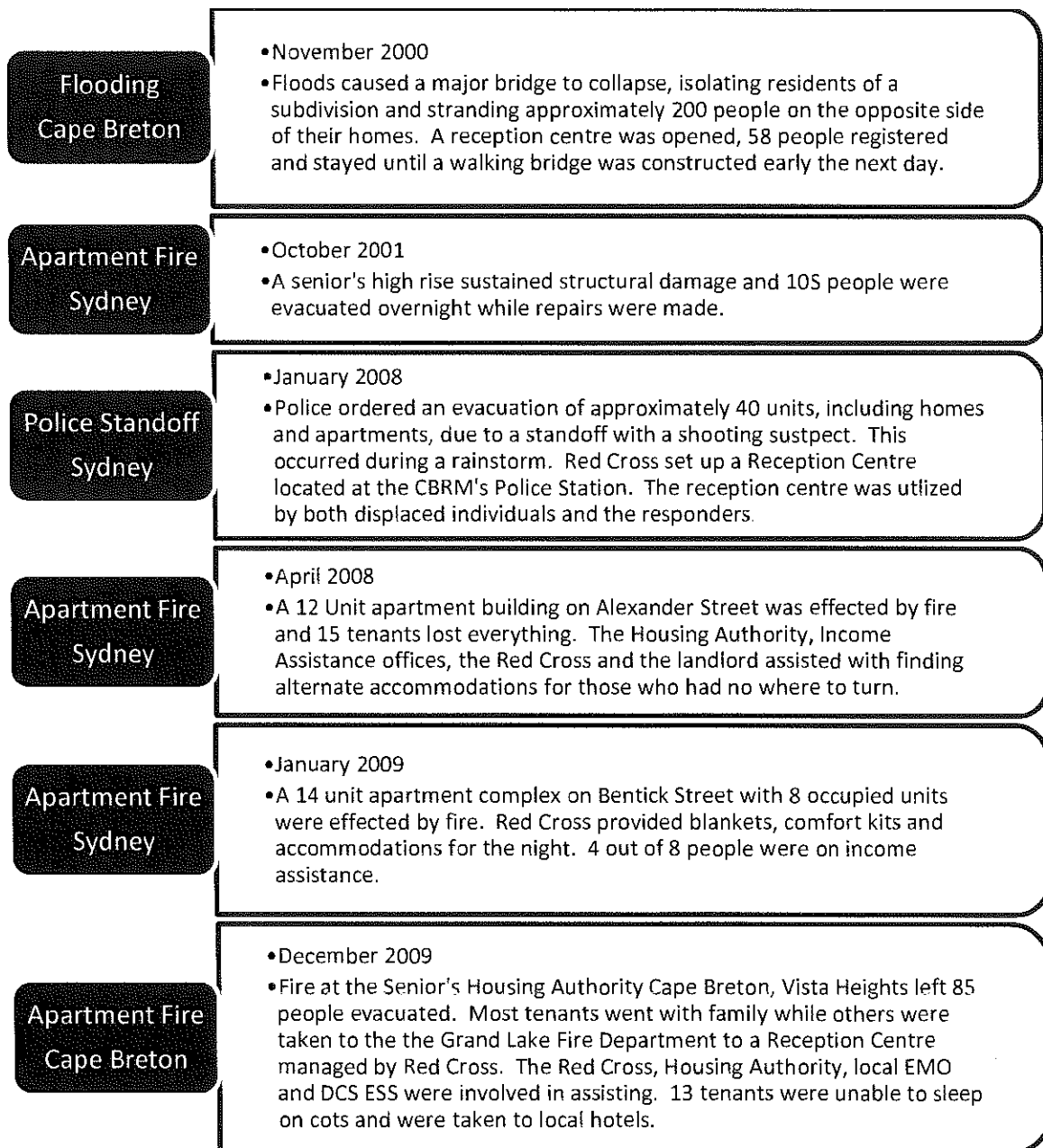


Figure 2

What This Means for the People of CBRM and our entire Province

The development of the Centre for Excellence in Disaster Management Training, the recruitment and training of skilled volunteers and the acquisition of the resources necessary for effective disaster response will ensure that Nova Scotians will be cared for when they are most vulnerable.

We know disasters strike and we know that in Nova Scotia these disasters are only going to grow in frequency and severity. We also know what we need to be prepared for these disasters. The Red Cross is committed to being prepared for the threats facing our communities and believe that we have developed a solution that will ensure we meet the challenges we will face.

We also believe that the benefits to the people of Nova Scotia go beyond the training that will happen within our walls and throughout communities around the province. Volunteers trained in Red Cross programs benefit from a skill set that is transferable to many other areas. Leadership, capacity building, non-violent conflict resolution, and assessing the needs of the vulnerable are just some of the skills that are well-honed in a Red Cross volunteer.

The training and experience that Red Cross Disaster Management volunteers receive can only result in improved marketability and skills needed in our paid labour force.

Atlantic Canada Supports Alberta Floods Response

Alberta Floods: On June 20th, Southern Alberta was hit by heavy rain which triggered widespread flooding in the province. The response on the ground began immediately and local resources were quickly overwhelmed. To support the operation from Atlantic Canada, call centres were established in NS (Dartmouth and Sydney), in NB (Moncton and Saint John) and in Newfoundland and Labrador (St. John's).

Call Centre (June 21, 2013 to July 8, 2013):

- 142 volunteers, 2,248 volunteer hours
- 23 staff, 436 staff hours
- 7,746 registered, with several thousand other calls related to other issues

South Alberta Floods Deployment (June 21, 2013 – October 9, 2013): The call for deployment to Alberta came almost immediately. Volunteers and staff were deployed for the relief and recovery stages of the response.

- 16 Volunteers
- 2 Staff

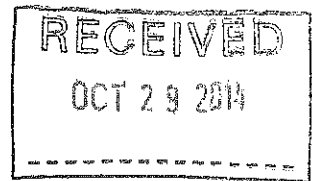
The Investments Required

Thank you for allowing us to the opportunity to present to your council on February 18th, 2014. We were so encourage by your support and enthusiasm for our campaign and have enclosed the minutes from that meeting with our package.

To meet the needs addressed in the assessment of our readiness for growing disasters we have established our *Prepared.* Campaign for Disaster Management. We are appealing to individuals, businesses, organizations and all levels of government for support. The generosity of our private sector will provide for a great deal of the funds required but the Red Cross does need the support of Cape Breton Regional Municipality.

We are asking CBRM to consider an investment of **\$100,000, which can be provided over a multi-year pledge period**, to support the creation of the Centre for Excellence in Disaster Management and ultimately, the assurance that when the people of our province need us, we will be ready.

Sustainability Grant Application Form



STEP 1: Tell us your details

<p>1. Full name of your organization: Sydney and Louisburg Railway Historical Society</p>	<p>2. What type of organization is it? (e.g. incorporated society, community group, school, sports group, cultural group) incorporated society</p>
<p>3. Your organization's address details:</p> <p>Street <u>7330 Main St.</u></p> <p>City/Town <u>Louisbourg NS</u></p> <p>Postal Code <u>B1C 1P5</u> Daytime Phone # <u>733-2720 (seasonal)</u></p> <p>Email <u>margopatrick@seaside.ns.ca</u> Website _____</p>	
<p>4. Main contact person: (This will be the person we'll call if we have questions, e.g. Chairperson)</p> <p>Name <u>Margo Patrick</u></p> <p>Position/Title <u>curator</u></p> <p>Personal Address <u>45 Centre St.</u> <u>↳ Cataloxe Gut NS</u></p> <p>City/Town <u>Cataloxe Gut NS</u></p> <p>Daytime Phone # <u>902-737-5136</u></p> <p>Email <u>margopatrick@seaside.ns.ca</u></p>	<p>5. Second contact person: (this is the person responsible for reconciling audit for the grant, e.g. Treasurer)</p> <p>Name <u>Bill Bussey</u></p> <p>Position/Title <u>President</u></p> <p>Personal Address <u>20 Albert St.</u></p> <p>City/Town <u>Louisbourg NS</u></p> <p>Daytime Phone # <u>902-733-2799</u></p> <p>Email <u>busseybill@yahoo.ca</u></p>
<p>6. Is your organization HST registered?</p> <p>Yes _____ No <input checked="" type="checkbox"/></p>	<p>7. Is your organization incorporated? (if yes, please attach your certificate of incorporation)</p> <p>Yes <input checked="" type="checkbox"/> No _____</p>

8. What is the purpose of the grant? See attached detailed list.

- To improve safety in and around the complex.
- To improve accessibility for all visitors.
- To preserve/restore historical integrity of museum buildings
- To ensure that community groups can continue to utilize the facilities.

Amount Requested: \$ 260,000.00

STEP 2: Tell us why you need the funding?

1. What is the total cost of the project? \$ 260,000.00	2. How much are you asking from CBRM? \$ 260,000.00
--	--

3. Approximately how many people will benefit from the funding? (e.g. how many members in your group? Or how many people will attend the event?) The museum gets 3000 visitors annually. Townspeople will also benefit, both from tourists and from use of the complex.	4. What is the timing of your project? (Please tell us the actual date of the event or specific period or activity) Spring 2015
---	--

5. Have you applied to any other organizations for funding for the SAME purposes?
Yes _____ No

(If so, please provide further details: Name of funding organization, date applied, amount requested, purpose and outcome)

6. Cost Breakdown
Please attach two quotes for each item – quotes must be less than 3 months old and on supplier's letterhead. They should be addressed to your organization and show HST.

Quote 1 \$ _____ attached	Quote 2 \$ _____ attached
\$ _____	\$ _____
\$ _____	\$ _____

#8.

- Our 1904 caboose, a valued piece of our rolling stock, is in deplorable condition. It requires a complete overhaul if it is to be saved and allow visitor access
- Museum verandah is in need of an upgrade. This area is used not only by visitors, but also by Louisbourg Farmers Market on a regular basis
- New doors on station building. These are original to the building (1895). They require upgrades for security and energy efficiency.
- Locomotive room upstairs is now closed to the public due to ceiling collapse. This needs to be repaired.
- Bedroom upstairs is also closed due to structural issues. This exhibit needs repairs so it can be reopened to display its original function.
- Stairs to 2nd floor need to be reinforced.
- Outdoor stage platform requires replacement. This stage is used for outdoor concerts, especially every year on Canada Day - town's Canada Day celebrations are held on the station grounds annually.
- Washrooms in Station and Roundhouse, and outside ramps should be upgraded to allow more accessibility.
- Windows in Station and Roundhouse should be treated with UV film for artifact preservation.

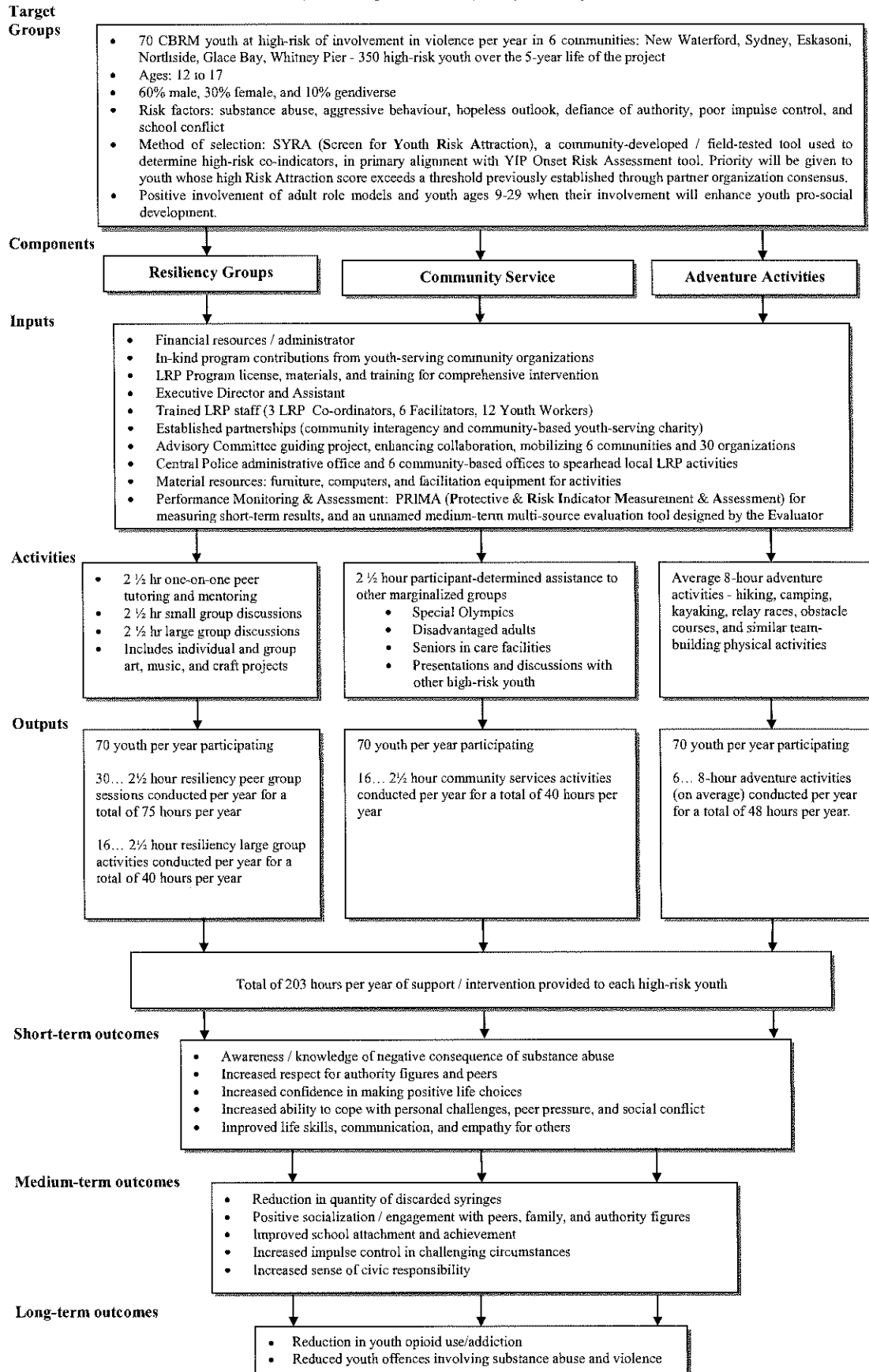
Cape Breton Regional Police Service
Draft RELAYS Budget with Increases Years 1-5
 December 10, 2014

Non-Evaluation Annual Increase Multipliers	1.0000	1.0244	1.0494	1.0750	1.1012	5.2500
Revenue	Year 1	Year 2	Year 3	Year 4	Year 5	Total *
Government of Canada - NCPC	799,845	809,319	828,845	848,804	871,595	4,158,408
Cape Breton Regional Municipality	120,000	122,931	125,931	129,000	132,138	630,000
Province of Nova Scotia - Justice	120,000	122,928	125,928	129,000	132,144	630,000
Cape Breton Regional Police Service	12,000	12,293	12,593	12,900	13,214	63,000
Educational Program Innovations Charity Society	12,000	12,293	12,593	12,900	13,214	63,000
Association For Safer Cape Breton Communities	12,000	12,293	12,593	12,900	13,214	63,000
Cape Breton University	12,000	12,293	12,593	12,900	13,214	63,000
CBVRSB School Board	12,000	12,293	12,593	12,900	13,214	63,000
Total Revenue	1,099,845	1,116,642	1,143,668	1,171,304	1,201,949	5,733,408
Expenditures	Year 1	Year 2	Year 3	Year 4	Year 5	Total *
Wages - Executive Director	54,600	55,929	57,294	58,695	60,133	286,651
Wages - Financial Administrator	38,220	39,148	40,113	41,096	42,097	200,658
Wages - Executive Assistant	36,400	37,292	38,201	39,130	40,077	191,101
Wages - Coordinators - 3 (Resiliency Groups, Adventure Activities, Community Service)	120,120	123,068	126,071	129,129	132,241	630,633
Wages - Facilitators - 6 (1 per area office) **	187,200	191,786	196,466	201,240	206,107	982,805
Wages - Youth Workers - 12 (2 per area office) **	199,680	204,547	209,539	214,656	219,898	1,048,325
MERC (CPP 4.95% / EI 2.63%)	48,225	49,404	50,611	51,843	53,102	253,183
Rent / Utilities	96,000	98,342	100,742	103,200	105,716	504,000
Administration	96,000	98,342	100,742	103,200	105,716	504,000
Transportation - Participants / Staff	43,200	44,254	45,334	46,440	47,572	226,800
Contracts / Honoraria	40,200	41,181	42,186	43,215	44,268	211,050
Equipment	30,000	30,732	31,482	32,250	33,036	157,500
Materials / Supplies	24,000	24,586	25,186	25,800	26,428	126,000
Program Development / Consulting	24,000	24,586	25,186	25,800	26,428	126,000
Workshops / Training	20,000	20,488	20,988	21,500	22,024	105,000
Evaluation	19,200	9,600	9,600	9,600	12,000	60,000
Participant Nutrition	9,000	9,220	9,445	9,675	9,910	47,250
Insurance	9,000	9,220	9,445	9,675	9,910	47,250
NCPC Knowledge Event	4,800	4,917	5,037	5,160	5,286	25,200
Total Expenditures	1,099,845	1,116,642	1,143,668	1,171,304	1,201,949	5,733,408

* Except for Evaluation paid by NCPC, all 5-year calculations are derived from an annual 2.44% increase in revenue and expenditures. The project total allocated for all other revenue and expenditure items equals the first year amount x 5.25

** 6 Community Area Offices: New Waterford, Glace Bay, Whitney Pier, Sydney, Northside, and Eskasoni

**RELAYS (Resiliency Education Leadership Adventure & Youth Service)
LRP (Leadership & Resiliency Program) Logic Model**



**BEN EOIN RECREATION INCORPORATED
CAPITAL BUDGET 2015/2016**

CAPITAL EXPENDITURES	Total Budget	Completed	2015/2016
Paving	\$ 500,000.00	\$ 176,846.00	\$ 323,154.00
Putting Green	69,710.00		69,710.00
Driving Range/Ski School Area	241,550.00	220,408.83	21,141.17
Cart Paths	218,190.00		218,190.00
Beautification	100,000.00	32,500.00	67,500.00
Snow Removal	18,000.00	-	18,000.00
Ski Club Upgrades per attached	850,000.00	-	850,000.00
Total Capital Expenditures	\$ 1,997,450.00	\$ 429,754.83	\$ 1,567,695.17

PROPOSED FINANCING	Total	Completed	2015/2016
ACOA - PGA & Bueatification	\$ 163,608.00	\$ 147,247.62	\$ 16,360.38
ACOA - Ski Hill Upgrades	425,000.00	-	425,000.00
	588,608.00	147,247.62	441,360.38
Province of NS Ski Area & Parking Lot	173,500.00	173,500.00	-
Province of NS - PGA Upgrades	70,000.00		70,000.00
Province of NS - Ski Upgrades	150,000.00	-	150,000.00
	393,500.00	173,500.00	220,000.00
CBRM - PGA Upgrades	200,000.00		200,000.00
CBRM - Ski Hill Upgrades	150,000.00	-	150,000.00
	350,000.00	-	350,000.00
Ben Eoin Golf - Labour and Materials	20,016.00	20,016.00	-
Ben Eoin Golf - Funding	450,000.00	50,000.00	400,000.00
	470,016.00	70,016.00	400,000.00
Cape Breton Ski Club - Labour	11,326.00	11,326.00	-
Cape Breton Ski Club - Funding	90,000.00		90,000.00
Cape Breton Ski Club - In-kind	35,000.00	-	35,000.00
	136,326.00	11,326.00	125,000.00
Ben Eoin Recreation	59,000.00	27,665.21	31,334.79
Total Proposed Financing	\$ 1,997,450.00	\$ 429,754.83	\$ 1,567,695.17

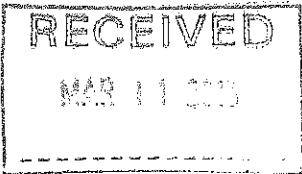
PERCENTAGE OF FUNDING

ACOA	29.5%
Province of NS	19.7%
CBRM	17.5%
BER (BEG, CBSC, BER)	33.3%
	<u>100.0%</u>

**BEN EOIN RECREATION INCORPORATED
CAPITAL FUNDING REQUEST
MARCH 2015**

- Ben Eoin Recreation (BER) is an umbrella society to assist Cape Breton Ski Club (CBSC), Ben Eoin Golf Club (BEGC) and Ben Eoin Yacht Club (BEYC)
- BER oversees the capital projects and will be providing senior management to its member entities
- This capital funding request involves CBSC and BEGC only
- BER is the only four season recreation resort operating within CBRM
- Celtic Classic Golf Tournament at BEGC is the only PGA Tour Canada event in Atlantic Canada
- PGA Canada has identified improvements required to maintain this tournament
- Celtic Classic Tournament brings economic impact to CBRM of \$4.7 million over the last two years
- BEGC has approximately 35 employees and CBSC has approximately 60 employees
- BER and its member entities pay property taxes in excess of \$ 200,000 annually
- CBSC has provided winter recreation to CBRM residents for 48 years
- CBSC has a chair lift and snow making infrastructure that is over 25 years old
- BEGC was constructed primarily with the \$6 million of private investor funds
- BEGC is a limited company only for purposes of enabling the initial capital fundraising and operates in all other areas as a not-for-profit entity
- CBSC is considered a leader in quality and delivery of skiing in Atlantic Canada
- BEGC "The Lakes" has been judged as "Best new course in Atlantic Canada" as well as # 4 in Canada per the Score Golf Magazine Reader Poll
- BER and its member entities offer the four season resort and similar facilities can only be found in British Columbia
- CBSC Operating Budget 1.2 million and BEGC Operating Budget 1.1 million
- CBSC employee 15 winter students and BEGC employee 6 summer students

The residents of CBRM who enjoy the activities provided at BER are proud of these facilities.



Sustainability Grant Application Form

STEP 1: Tell us your details

<p>1. Full name of your organization: <i>C.B. Federation of Agriculture</i></p>	<p>2. What type of organization is it? (e.g. incorporated society, community group, school, sports group, cultural group) <i>Incorporated Society.</i></p>
<p>3. Your organization's address details:</p> <p>Street <i>105 REGENT ST,</i></p> <p>City/Town <i>North Sydney</i></p> <p>Postal Code <i>B2A 3M1</i> Daytime Phone # <i>902 794 7633</i></p> <p>Email <i>Federation of Agriculture @ Outlook.com.</i> Website <i>Cape Breton Federation of Agriculture</i></p>	
<p>4. Main contact person: (This will be the person we'll call if we have questions, e.g. Chairperson)</p> <p>Name <i>Maureen Murphy</i></p> <p>Position/Title <i>Operations Manager</i></p> <p>Personal Address <i>10 Brighton Ave,</i></p> <p>City/Town <i>Sydney Mines, N.S.</i></p> <p>Daytime Phone # <i>902 794-7633</i></p> <p>Email <i>Federation of Agriculture @ Outlook.com</i></p>	<p>5. Second contact person: (this is the person responsible for reconciling audit for the grant, e.g. Treasurer)</p> <p>Name <i>Debbie MacNeil</i></p> <p>Position/Title <i>Chairman BOS</i></p> <p>Personal Address <i>191 Mill Pond Rd</i></p> <p>City/Town <i>Mill Creek</i></p> <p>Daytime Phone # <i>902 304 1744</i></p> <p>Email <i>cordona@eastlink.ca.</i></p>
<p>6. Is your organization HST registered?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>7. Is your organization incorporated? (if yes, please attach your certificate of incorporation)</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>8. What is the purpose of the grant?</p> <p><i>Facility Upgrades - see attached proposal</i></p>	

Amount Requested: \$ 50,000.00

STEP 2: Tell us why you need the funding?

1. What is the total cost of the project?	2. How much are you asking from CBRM? <u>100,000.00</u>								
3. Approximately how many people will benefit from the funding? (e.g. how many members in your group? Or how many people will attend the event?) <u>25,000 T</u>	4. What is the timing of your project? (Please tell us the actual date of the event or specific period or activity) <u>Ongoing</u>								
5. Have you applied to any other organizations for funding for the SAME purposes? Yes _____ No <input checked="" type="checkbox"/> (If so, please provide further details: Name of funding organization, date applied, amount requested, purpose and outcome) _____ _____ _____ _____ _____									
6. Cost Breakdown Please attach two quotes for each item – quotes must be less than 3 months old and on supplier's letterhead. They should be addressed to your organization and show HST. <table border="0"><tr><td>Quote 1</td><td>Quote 2</td></tr><tr><td>\$ <u>attached</u></td><td>\$ _____</td></tr><tr><td>\$ _____</td><td>\$ _____</td></tr><tr><td>\$ _____</td><td>\$ _____</td></tr></table>		Quote 1	Quote 2	\$ <u>attached</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Quote 1	Quote 2								
\$ <u>attached</u>	\$ _____								
\$ _____	\$ _____								
\$ _____	\$ _____								

STEP 3: Final Sign-off & Consent to Audit (Note: This section is a legal requirement and must be completed)

We confirm that any funds received as a result of this application will be used only for the purpose and quotes for which they were approved and that we will send copies of all invoices and bank statements proving they have been paid. We will return any money we don't spend to the Cape Breton Regional Municipality.

We agree to use the funds by March 31st of receiving them unless written approval to exceed the time limit is received from the CBRM Sustainability Committee.

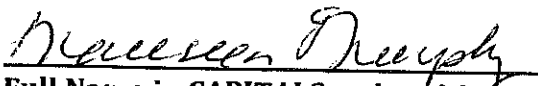
We acknowledge that CBRM may wish to audit or inspect our organization's books, accounts and data systems. We agree to provide the Cape Breton Regional Municipality with the relevant proof of expenditures to satisfy their audit requirements.

We agree that in the event of any audit irregularity, breach of condition or sponsorship/financial arrangement with CBRM being discovered, we will immediately return part or all of the grant as required by CBRM at its absolute discretion (at our expense).

We declare that the information provided in this application is true and correct to the best of our knowledge & that we have the authority to make this application on behalf of our group.

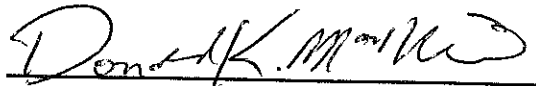
Signature 1

Signature 2



**Full Name in CAPITALS and position
(e.g. CEO/Principal/Chairperson)**

Date: Jan 6/2015



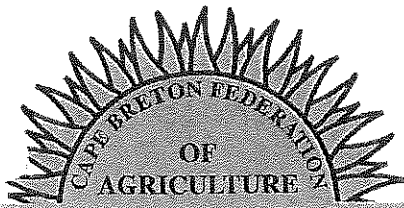
**Full Name in CAPITALS and position
(e.g. Treasurer, Finance Administrator)**

Date: Jan 6/2015

ONE LAST THING: IS YOUR APPLICATION COMPLETE?

Please tick the checklist on the "helpful hints page" (page 4) to ensure you have attached everything we need. Make sure you take a copy of your files, and then send the completed form and all attachments to:

**Cape Breton Regional Municipality
Sustainability Committee
c/o CBRM Recreation Department
Sydney, NS
B1P 7B9**



TEL: (902) 794-7633

PO BOX 92, NORTH SYDNEY
NOVA SCOTIA B2A 3M1

Community Multi Purpose Facility Sustainability Proposal for Cape Breton Richmond Federation of Agriculture

February 26, 2015

Prepared for:

Cape Breton Regional Municipality
Sustainability Committee
c/o CBRM Recreation Department
320 Esplanade
Sydney, NS
B1P 7B9

Contact:

Maureen Murphy
Facility Operations Manager
Cape Breton Richmond Fed. Of Agriculture
North Sydney, NS
B2A 3M1

902-794-7633

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- 1) Organization
- 1A) History
- 2) Facility Usage
- 3) Membership Engagement and Strategic Planning Workshop
- 4) Cape Breton Richmond Facility Sustainability
- 5) Benefits
- 6) Employment / Labor Market
- 7) Spin Off Employment
- 8) Summary

Cape Breton Richmond Federation of Agriculture
P O Box 92
North Sydney, NS
February 26, 2015

Community Multi Purpose Facility Upgrades

1) Organization

- List of Board of Directors 2012-2015

President:	Donald MacNeil
Past President:	Glayne MacQueen
Vice President:	Roddie Fraser
Treasurer:	Arnold Vershuren
Secretary:	JD MacKinnon
Director:	Estelle Lavangie

The HST # 125903005

Signing authority is Arnold Verschuren, Glayne MacQueen and Donald MacNeil

1A) History

History of the Cape Breton Exhibition

The Lieutenant Governor opened the First Cape Breton County Exhibition at the Strathcona Rink on Blowers Street in North Sydney on October 13, 1908. It later moved to Sydney where the Farmers put up a permanent building on what later became the site of St. Rita's Hospital. Eventually the Sydney property was sold and the Exhibition returned to North Sydney for its 21st Annual Exhibition on September 6, 1936.

Years later on Sept 1st - 5th 1936 the exhibition was moved to the Regent Street location in North Sydney where it remains today.

There were many operating family farms in those days with a large variety of exhibits. All were eager to show off their exhibits for the glory not the money. They didn't have big motor homes or trailers at that time therefore they slept in the loft above their animals or on a bale of hay. They all had a great sense of humor, which made the event pleasurable. Harry Huntington stated some of the people he competed against were Wharton Ross, Sid Jackson, Mully Hood and the Young's all competitors in the Cattle division. Harry had competed for over 50 years. There were plenty of exhibits, various farm animals, birds, vegetables, flowers, home cooking, preserves and fancywork.

This facility grew into what we now know today as the Cape Breton Richmond Federation of Agriculture Facility or more commonly known as the "Exhibition". A multi-purpose venue for the community supported by the community.

Cape Breton Richmond Federation of Agriculture
P O Box 92
North Sydney, NS
February 26, 2015

2) This facility Usage

- Farmers Market
- Workshops for the Agricultural Community
- Farm Equipment Rental
- Live Harness Racing at the Northside Downs Track
- Community Open House Meetings
- 4-H Club meetings , Fundraisers, workshops
- Light Horse Events in the arena
- The Annual Cape Breton County Exhibition
- Simulcast Racing at Northside Downs
- The Rotary Club Show and Shine
- Kiwanis fundraising events
- The Terry Fox Run
- Service group training IE Scouts 1st Aid
- Haley Street Fundraiser
- Northside Community Guest Home Fundraiser
- Sport Banquets
- Wedding Anniversaries
- Birthday Parties
- Storage
- Johnny Miles Festival Events
- Boxing club for youth
- Art Classes for Youth and Seniors

(3) Membership Engagement and Strategic Planning Workshop

In November and December notices were placed in the local Northside paper to educate the community that the CBRFA would be hosting a community input meeting in January of 2012 to bring together ideas from the, federation members, businesses, local residents and neighbors regarding the long term sustainability for the facility –the question was “how can this facility better meet the needs of the community”?

The meeting was held on January 25th with interested community members bringing forth their ideas. Some of the suggestions are listed as follows:

- Video Conferencing venue to provide access for farmers to attend meetings
- Outdoor and Indoor Western Equestrian competitions
- Outdoor and Indoor Canine Performance Competitions
- Equestrian clinics, workshops and training sessions within an indoor arena / large outdoor classroom and inside practical educational sessions class room area
- Dog walking park
- Youth drama group to provide opportunity for development of productions to host dinner theatres during the year and during annual Cape Breton County Exhibition.
- Farm Equipment demonstrations
- Antique car shows
- Sporting events such as track and field for local school and clubs for fitness.
- Area for outdoor concerts
- Youth Boxing Club

4) Cape Breton Richmond Facility Expansions

- Repairs and upgrades to George MacNeil Arena
- Upgrade outdoor washroom facilities utilized during weekend and week long events.
- Upgrades to fencing along Regent Street to enhance the overall facility and to create a positive image for the neighborhood.

5) Benefits:

- The benefits of upgrading this facility will enhance our neighborhood and community.
- Upgrading this facility will allow for increase of traffic to the North side area to participate in sporting activities, equestrian activities and other.
- Upgrading this facility will provide for opportunities to increase physical fitness.
- Provide additional space for fundraising events for the CBRFA and other non profit agencies and community special events.

6) Employment Labor Market:

Eastern Nova Scotia has an employment rate of 16.2 percent. The demographics for our area indicated that our best resources- skilled workers age 20-35 are working outside of our local area. Often times, it is not the large industries that are needed in an area, it is the small industries and businesses such as the Cape Breton Richmond Federation of Agriculture Facility with a history of sustainability that has nearly 100 years of history in North Sydney, these are the businesses that can help keep communities alive and the workforce that desires to remain in the local area employed. The CBRFA is an equal opportunity employer that seeks to better the community and its people. This facility has been able to offer sustainable employment to many residents in the local area. During peak times 30-50 residents in the community gain employment which combined with other resources enrich their income to allow for a higher quality of life for themselves and their families.

Cape Breton Richmond Federation of Agriculture
P O Box 92
North Sydney, NS
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7) Spin off Employment:

The Cape Breton Richmond Federation of Agriculture contracts the services from the following list of suppliers this list is not in its entirety:

Local Accountants on a monthly basis
Local Accountants on a yearly basis for (annual audit)
Local Electrical Companies
Local Plumbing Companies
Local Heavy Equipment Companies
Local Security Companies
Local Construction Companies
Local Farm Equipment Companies
Local Service Suppliers
Local Business suppliers
Local Flooring Companies
Local Refrigeration Companies
Local NS Liquor Commission
Local Grocery Chains
Local Farm Market Suppliers
Local Computer Companies
Telecommunications
Local fuel stations
Local Hardware stores

Cape Breton Richmond Federation of Agriculture
P O Box 92
North Sydney, NS
February 26, 2015

8) Budget project:

Total Estimated Cost		Project: CBRFA Multi Purpose Facility Upgrades	CBRM
Total	304,750.00		100,000.00

Estimate cost phase		Project: CBRFA Multi Purpose Facility Roofing Improvements George MacNeil Area	CBRM
Phase	265,000.00 +HST 304,750.00	Infrastructure upgrades	100,000.00

Cape Breton Richmond Federation of Agriculture
P O Box 92
North Sydney, NS
February 26, 2015

Summary:

Our mandate is to support and promote agriculture within our community, our annual exhibition provides face to face contact with local produces and residents this interaction is a great learning tool about farming and where our food comes from, and this event generates revenue within our community and assists with the daily operating funds for the facility. Our goal is to support the local farm community and to keep agriculture in the public consciousness, opening our facility for multipurpose activities to allow for long term independent sustainability is a progressive step into the future.

This Multipurpose facility employs upwards of 50 - 60 people throughout the year. These numbers can only improve with increased activities and opportunities. Full time staff are gainfully employed and making a difference with in their community, offering encouragement to younger residents that they do not have to leave home to be employed. Part time and seasonal staff are able to combine incomes with partners and spouses to maintain a comfortable lifestyle so that both partners can remain locally employed which is better for the family and community. Being employed at home allows families to bond; it encourages a stronger community and enhances and supports family life.

This facility in the middle of a small town has and will continue to bring benefits to our area. As John C Maxwell wrote "change is inevitable, growth is optional", our world is changing it is up to us to grow, I believe this project is worthwhile for the betterment of the community and the employees, this facility has been in the community for nearly 100 years, funding granted by the Cape Breton Regional Municipality for this project will help keep this historic landmark as an integral part of the community for another 100 years.



A Community of Communities

Issue Paper

TO: Mayor and Council
RE: Creation of "Area Rate" By-Law
DATE: June 10, 2015

Background

Shortly after amalgamation (September 3, 1996), CBRM Council approved the Policy "Cape Breton Regional Municipality's Service Based Tax Structure." This set out the parameters for developing taxation "Area Rates" for services on properties in the newly amalgamated CBRM. A number of options were considered and debated. Council decided on "Area Rating" properties based on access to transit, hydrant, and sewer services. The practice was to exclude "exempt" properties.

It was determined in 2014 that the CBRM was able to charge exempt properties (exempt properties not receiving grant in lieu).

Though some municipalities are charging and collecting the Area Rate charges from exempt properties without a bylaw, enshrining the "Area Rate" based tax structure in a by-law will help ensure there is no ambiguity as to the service rules, rates, and who is affected.

Purpose

The purpose of the by-law is to provide clarify and provide concise rules for who is required to pay "Area Rates" as originally approved via the lengthy Policy "Cape Breton Regional Municipality's Service Based Tax Structure (September 3, 1996)."

Legislative Authority

Sections 79 User Charges and Section 80 Fire Protection Rate in the Municipal Government Act provide the legislative authority to enact such a by-law.

User charges

79 Subject to the approval of the Board for those services that are subject to the Public Utilities Act, the council may, by by-law, prescribe charges for the provision of services for persons who use or benefit from the service, on a basis to be set out in the by-law.

1998, c. 18, s. 79.

Fire protection rate

80 (1) The council may levy a rate on the value of all assessable property and business occupancy assessment in the area served by a water system in the municipality, as defined by the council by policy, in order to recover that part of the cost of the water system that is attributable to fire protection.

Discussion

The CBRM is currently assigning "Area Rates" based on the Policy "Cape Breton Regional Municipality's Service Based Tax Structure (September 3, 1996)." The policy contained significant historical information and analysis that was necessary in 1996 as part of the amalgamation of the CBRM. The new by-law will focus on the application of "Area Rates" and associated rules related to the application.

Financial Implication

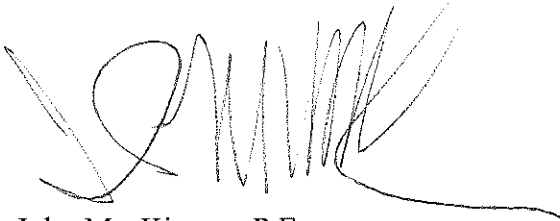
There are no additional costs or savings envisioned as a result of the implementing this by-law.

Enforcement

The by-law will be administered by the Department of Finance under the authority of the CBRM Council

Recommendations

It is recommended that Council approve the attached by-law



John MacKinnon, P.Eng.
Director of Technology

CAPE BRETON REGIONAL MUNICIPALITY

BYLAW#

A By-Law Respecting the Charging of Fees for Connection and Discharge to Municipal Sewer Systems and Municipal Fire Hydrant and Transit Access

1 SHORT TITLE

1.1 This By-Law may be cited as the "Area Rate By-Law"

2 PURPOSE

2.1 This By-Law describes how fees are charged for providing access to Municipal Sewer, Hydrant, and Transit service

3 FEES

3.1 All properties including properties with exempt assessment values are subject to the fees

3.2 Sewer

3.2.1 Sewer usage shall be charged through the Sewer Area Rate (on assessed value, as set out in the Operating Budget by Council and)

3.2.2 All properties identified as described in the CBRM Council Policy "Cape Breton Regional Municipality's Service Based Tax Structure".

3.3 Transit

3.3.1 Transit usage shall be charged through the Transit Area Rate (on assessed value, as set out in the Operating Budget by Council).

3.3.2 All properties identified as described in the CBRM Council Policy "Cape Breton Regional Municipality's Service Based Tax Structure"

3.4 Fire Hydrant

3.4.1 Hydrant service shall be charged through the Hydrant Area Rate (on assessed value, as set out in the Operating Budget by Council)

3.4.2 All properties identified as described in the CBRM Council Policy "Cape Breton Regional Municipality's Service Based Tax Structure"

4 EXEMPTIONS

4.1 Only properties approved by council shall be exempt of the Area Rate fees

“Area Rate” By-Law:

The Director of Technology provided background information on this issue. Mr. MacKinnon advised Council that if approved, this By-Law would be administered by the Department of Finance under the authority of the CBRM Council. Without a bylaw, the CBRM can charge the fire protection rate, but the sewer rate becomes something that may be contested. Having a bylaw in place would assist with enforcement.

The Chief Financial Officer explained that a bylaw is required to support the current Policy in terms of exempt properties (i.e. hospitals and schools).

Council voiced their concerns regarding this issue and asked that it come back to the next General Committee meeting for more discussion.

The following motion was put forth;

Motion:

Moved by Councillor MacLeod, seconded by Councillor Saccary, to refer the proposed “Area Rate By-Law” to the next scheduled General Committee meeting for further discussion.

Motion Carried.

Resolution

“Jane Orrell – Executive Director of EmployAbility Partnership”

- Whereas:** Jane Orrell is the Executive Director of EmployAbility Partnership, located in Industrial Cape Breton, Nova Scotia;
- And Whereas:** For Over thirty years, Jane has worked diligently to reduce barriers for persons with disabilities and promoting and enabling full inclusion and citizenship through increased labour participation;
- And Whereas:** Jane is the founding Chair of the Collaborate Partnership Network of Nova Scotia, founding member of the Equity Advisory Council of Industrial Cape Breton, a member of the Disability Health Advisory Group of Cape Breton, a member of the Affirmative Action Committee for the CBRM, as well a member of the Nova Scotia EmployAbility Table;
- And Whereas:** Jane has recently been appointed to the Board of Directors of the Nova Scotia Career Development Association and has led the successful development and implementation of the Community Coordinator Model within Canada, a model which is widely used throughout the country to deliver funding to diverse communities;
- And Whereas:** Not only is Jane Orrell a leader, but more importantly she is a leader that leads by example;
- Be It Therefore Resolved:** That CBRM Mayor & Council instruct staff to write a letter of congratulations to Jane Orrell, Executive Director of EmployAbility Partnership, offering sincere congratulations on being the recipient of the “Canadian Association for Supported Employment’s Witshire Award of Excellence”.



Councillor Clarence Prince – District #1 - CBRM

June 16th, 2015

Resolution

“CBRM Support for CBC’s Application – Nested FM Service License – FM Repeater”

- Whereas:** The Canadian Broadcasting Corporation’s AM Signal does not reach all CBRM residents;
- And Whereas:** The CBC is applying to the Canadian Radio-Television & Telecommunications Commission for a Nested FM Service License (FM Repeater);
- And Whereas:** An FM Repeater secures the AM signal and converts it to an FM signal which results in reaching most residents on Cape Breton Island who normally would have poor reception or no service;
- And Whereas:** An FM Repeater would also be beneficial to local businesses that are willing to pay for radio advertising to reach larger audiences;
- And Whereas:** CBC Radio is well-known for attracting listeners who tune in to hear local artists, political interviews, interesting stories about Cape Breton Island and beyond, our people and much more;
- And Whereas:** If their application is given favorable consideration by the CRTC, CBC will be reaching out to a much broader Cape Breton audience and will be able to transmit their programs into parts of Victoria County;
- Be It Therefore Resolved:** That CBRM Mayor & Council instruct staff to write a letter of support to officials at CRTC for the application put forth by CBC officials for a Nested FM Services License (FM Repeater).


Councillor Eldon MacDonald – District #5 – CBRM

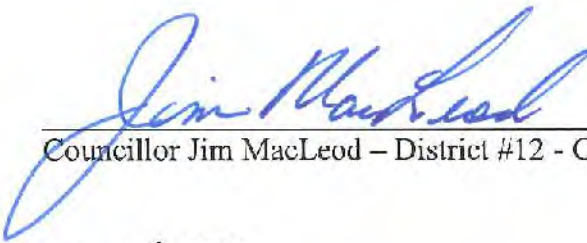
June 16th, 2015



CBRM Proclamation

St. John Ambulance Month

- Whereas:** St. John Ambulance, a non-profit organization with a rich historical background, has provided first aid training and community services to Canadians for nearly 130 years;
- And Whereas:** St. John Ambulance has many dedicated Volunteer Medical Responders who devote their time and energy to community service including over 9000 volunteer hours of emergency first aid and training for the citizens of the Cape Breton Regional Municipality and beyond.
- And Whereas:** St. John Ambulance has developed continuing programs of first aid training at various levels and community service to meet the changing needs of Canadians of all ages from all walks of life;
- Be It Therefore Resolved:** That the CBRM Mayor and Council proclaim the month of June, 2015 as "St. John Ambulance Month".


Councillor Jim MacLeod – District #12 - CBRM

June 16th, 2015

