

Cape Breton Regional Municipality

Council Meeting

AGENDA

TUESDAY, MAY 21, 2019

6:00 P.M.

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

Cape Breton Regional Municipality

Council Meeting

Tuesday, May 21, 2019

6:00 p.m.

AGENDA ITEMS

Roll Call

O'Canada

Moment of Silent Reflection

1. **APPROVAL OF MINUTES:** (Previously Distributed)
 - **Special Council Budget Session – March 6, 2019**
 - **Council – March 12, 2019**
 - **Council – April 2, 2019**

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

3. **PROCLAMATIONS & RESOLUTIONS:**
 - 3.1 **Filipino Heritage Month 2019:**
Councillor Steve Gillespie (See page **8**)

 - 3.2 **Davis Day in New Waterford – June 11th:**
Councillor Kendra Coombes (See page **9**)

 - 3.3 **William Davis Miners' Memorial Day:**
Councillor Clarence Prince (See page **11**)

 - 3.4 **Workers Compensation Act – Amendment for Federal Crown Corporation Underground Miners in Cape Breton:**
Councillor Kendra Coombes (See page **12**)

 - 3.5 **Resolution Denouncing P3 Builds in New Waterford and Northside Hospitals:** Councillor Kendra Coombes & Councillor Clarence Prince
(See page **13**)

Continued...

**Council Meeting Agenda
May 21st, 2019 (Cont'd)**

4. DELEGATIONS:

4.1 Common Good Solutions - Transportation Innovation Lab (TIL):
Ms. Chloe Donatelli, Consultant (See page **14**)

4.2 Cape Breton Mobile Food Market: Ms. Jody Nelson, Ecology Action Centre; and Ms. Claire Turpin, New Dawn Enterprises (See page **61**)

5. PUBLIC HEARINGS:

a) Request from Sydney Mines Volunteer Fire Department – PID 151771132 and 15845829, Pitt Street, Sydney Mines, NS:

Public Hearing to consider the proposed sale to the Sydney Mines Volunteer Fire Department for \$1.00, noting that based on the Land Use By-law, the transaction would be subject to lot consolidation with existing land of the fire department and the developer obtaining a development permit for any work on the site. Sheila Kolanko, Senior Paralegal/Property Manager (See page **64**)

b) Request for Road Closure – O’Toole Farm, Sydney Mines, Cape Breton Regional Municipality, NS (PID 15508997):

Public Hearing to consider closing the undeveloped road reserves located in Sydney Mines and transfer title to that portion of the undeveloped road reserves encompassing PID 15508997 to the present owner, Brian O’Toole. Sheila Kolanko, Senior Paralegal/Property Manager (See page **72**)

6. PLANNING ISSUES:

6.1 APPROVAL TO ADVERTISE:

a) Zoning Amendment Application #1061 by Ken McPhee – Corner of Kimberly Drive and Harriet Street, Sydney River, for a proposed expansion to Keltic Furniture World:

Committee recommends Council schedule a Public Hearing to be held during the June meeting of Council to consider the Zone Amendment Application #1061 from Ken MacPhee requesting the zoning on PID 15051733, corner of Kimberly Drive and Harriet Street, Sydney, be amended to allow for the proposed 60ft by 80ft expansion to Keltic Furniture World. Karen Neville, Senior Planner (See page **78**)

Continued...

**Council Meeting Agenda
May 21st, 2019 (Cont'd)**

Planning Issues (Cont'd):

6.2 Update on Land Use By-law Text Amendment Application #1045 Keltic Drive Business Corridor (KBC) Zone – Nicole Campbell:

Committee recommends Council consider permitting a review of Application #1045 Keltic Drive Business Corridor (KBC) Zone to permit boarding of animals as of October 2019 which can include a Public Participation Program. Karen Neville, Senior Planner (See page **83**)

7. BUSINESS ARISING:

7.1 Council – April 2, 2019:

a) Proposed amendments to RC4 Committees Policy re: Selection Process for Citizen Appointments:

Council recommends approval of the Nominating Committee selection process for citizen appointments as outlined, and that the procedure be incorporated into the RC4 Committees Policy to be brought back to the May Council meeting for ratification. Deborah Campbell Ryan, Municipal Clerk (See page **85**)

b) Report on Call for Expressions of Interest - Citizen Representatives on Various Committees: Deborah Campbell Ryan, Municipal Clerk (See page **97)**

7.2 General Committee – May 7, 2019:

a) Waterfront Lease – Operation of Seasonal Food, Liquor and Entertainment Establishment – 3302009 Nova Scotia Limited:

Committee recommends the approval of operation of Portside to 3302009 Nova Scotia Limited for further year commencing May 1, 2019 with the same provisions as the previous lease. Future lease extensions would be required to come to Council for approval. John Phalen, Manager of Economic Development and Major Projects (See page **99**)

Continued...

**Council Meeting Agenda
May 21st, 2019 (Cont'd)**

Business Arising (Cont'd):

b) **Issue Paper Bill 59 The Accessibility Act:**

Committee recommends approval of the following:

1. The Clerk be authorized to write to the Province seeking clarification as to the mandate, structure and terms of reference of the accessibility advisory committee;
2. That the Clerk's office writes to the NSFM to request their position as to what they believe the mandate, structure and terms of reference of the accessibility advisory committee should be; and
3. That an inter-departmental group be formed to review the Act and the above requested information and bring the matter back to CBRM Council with a recommendation to prepare an accessibility plan and to form an accessibility advisory committee with a recommended mandate, structure and terms of reference.

Paul Burt, Manager of Buildings, Planning and Licensing laws (See page **102**)

c) **Declaration of Climate Change as an Emergency in CBRM:**

Committee recommends Council to formally declare Climate Change as an emergency in the Cape Breton Regional Municipality and follow-up this declaration with a list of actionable items pertaining to preparation and mitigation of climate change impacts that CBRM staff, elected officials and the wider community can continue to work from.

Councillor Amanda McDougall (See page **105**)

8. **BY-LAWS & MOTIONS:**

8.1 **By-laws:**

a) **Second / Final Reading - Public Hearings:** N/A

b) **First Reading:**

i) **Amendments to Solid Waste Resource Management By-law:** Francis Campbell, Manager of Solid Waste (See page **117**)

8.2 **Motions:** N/A

Continued...

**Council Meeting Agenda
May 21st, 2019 (Cont'd)**

9. CORPORATE SERVICE ISSUES:

- 9.1 **Request for Street Closure - Carolyn Kerr and Joseph A. Peters Jr. – Portion of 15706898 – 15 Foot Alleyway Rear Colby Street, Sydney:** Sheila Kolanko, Senior Paralegal/Property Manager (See page **144**)
- 9.2 **Renewal of Reciprocal License Agreement - Bell Mobility and CBRM Terra Nova Road, Louisbourg and Ben Eoin:** Sheila Kolanko, Senior Paralegal/Property Manager (See page **147**)
- 9.3 **Appointment of Ian O'Neill as a CBRM Building Official:** Paul Burt, Manager of Buildings, Planning and Licensing laws (See page **172**)
- 9.4 **Appointment of Development Officer:** Michael Ruus, Director of Planning and Development (See page **173**)
- 9.5 **Gardiner Mines Senior Citizens and Pensioners Association Request for Lease Renewal - Former Gardiner Mines School #2:** Demetri Kachafanas, Regional Solicitor (See page **174**)

ADJOURNMENT

Proclamation
Filipino Heritage Month 2019

WHEREAS: the Filipino people have a rich and vibrant history and culture, with numerous success stories of Filipino Canadians adding to this country's narrative; and

WHEREAS: Filipino migration to Canada started in the early 30s in small numbers with Canada's Filipino community growing from less than a thousand residents to become one of the country's largest immigrant demographics in just a few short decades; and

WHEREAS: June 12th is the 121st Independence Day in the Philippines and 2019 marks the 70th anniversary of diplomatic relations between Canada and The Republic; the Canadian government declared June to be Filipino Heritage Month; and

WHEREAS: the many contributions of Filipinos are continually recognized and greatly appreciated in all facets of our society, government and the private sector.

**BE IT THEREFORE
RESOLVED:** That CBRM Mayor Cecil P. Clarke and Council hereby proclaim June to be Filipino Heritage Month here in the CBRM with special significance this year as this is the very first official Filipino Heritage Month in Canada.

Councillor Steve Gillespie

May 21, 2019

Cape Breton Regional Municipality

Proclamation

Davis Day in New Waterford – June 11th

Whereas: Every June 11th those who live in Nova Scotia's former coal company towns gather to remember miners who died in major accidents in the mines. However, in the CBRM and specifically to the residents of District 11 June 11 is Davis Day in honour of William Davis a striking miner who was killed during the 1925 Strike. The miners in New Waterford walked off the job due the British Empire Steel Corporation (BESCO) reducing wages, expecting miners to work longer hours and unsafe working conditions.

And Whereas: On March 2 cut off credit at the company stores. The union went on strike four days later, with 12,000 miners manning the picket lines, leaving a small workforce to maintain the mines and keep them from flooding. Despite the economic hardship which saw families come to the brink of starvation by June, the miners' resolve was strong. When BESCO refused arbitration, the union adopted a policy of 100 per cent picketing. This included shutting down operations at the pumping station and power plant at Waterford Lake, which would prevent the company from resuming operations in that district.

And Whereas: On June 10, BESCO tasked its company police force to return to Waterford Lake with thirty company workers and continue its plan to restart the water and electricity to its facilities and to the parts of town that had the benefit of running water and power. The following morning on June 11, the company police began a patrol pattern of intimidation which led to small clashes throughout town, culminating in a protest by 700 to 3,000 striking miners who marched on the Waterford Lake in an attempt to persuade the company workers to support the strike.

Continued...

Proclamation: Davis Day in New Waterford – June 11th (cont'd)

And Whereas:

The company police force then retreated as the miners swarmed the facility. The coal miners also began attacking company stores and other coal company properties in the Sydney coalfield, resulting in the deployment of the provincial police force and almost 2,000 soldiers from the Canadian Army - the second-largest military deployment for an internal conflict in Canadian history after the Northwest Rebellion of 1885. BESCO eventually accepted government intervention and agreed to settle the strike. BESCO gave up its attempts to break District 26 U.M.W.A., which by then had grown to become one of the most militant labour organizations on the continent. The company was eventually taken over and merged into a larger conglomerate in 1930 called the Dominion Steel and Coal Corporation (DOSCO), but Industrial Cape Breton remained a hotbed of labour activism.

Be It Therefore

Resolved:

Cape Breton Regional Municipality's Mayor Cecil P. Clarke and Council proclaim June 11th, 2019 as Davis Day in the Community of New Waterford.

Councillor Kendra Coombes

District #11- CBRM

May 21st, 2019

Cape Breton Regional Municipality

PROCLAMATION

William Davis Miners' Memorial Day

Whereas: Davis Day, also known as Miners' Memorial Day (and since November 25, 2008, officially William Davis Miners' Memorial Day), is an annual day of remembrance observed on June 11 in coal mining communities in Nova Scotia, whereby citizens recognize all miners who were killed on the job in the province;

And Whereas: Communities throughout the CBRM share a common history and bond from the centuries-long tradition of coal mining and its realities on the day-to-day lives of miners, their families and our culture;

And Whereas: Davis Day originated in memory of William Davis, a New Waterford coal miner who was killed during the 1925 mining strike near the former power plant and pumping station at New Waterford Lake. The miners marched in protest in response to the decision by the mining company, British Empire Steel and Coal Company (BESCO), to shut down the drinking water supply and electricity to the town as a result of the strike;

And Whereas: William Davis was shot and killed at approximately 11:00 AM on June 11, 1925 and many other miners were injured, when striking miners were charged by the company police force, whose officers fired over 300 shots. In the weeks and months following Davis' shooting, company facilities were looted and/or vandalized, despite the deployment of the provincial police force and 2,000 soldiers in what remains Canada's second-largest military deployment for an internal conflict;

And Whereas: In commemoration of Davis' sacrifice, the United Mine Workers of America designated the day in his honour, with miners in Nova Scotia vowing to never work on "Davis Day" ever again. Today, we continue to commemorate the sacrifice William Davis and other workers made to ensure we have better working and living conditions.

Be It Therefore Resolved: That the CBRM Mayor Cecil P. Clarke and Council proclaim June 11th, 2019 as William Davis Miners' Memorial Day in the Cape Breton Regional Municipality.

Councillor Clarence Prince
CBRM Councillor, District # 1

May 21, 2019

Cape Breton Regional Municipality

Resolution

Workers Compensation Act – Amendment for Federal Crown Corporation underground miners in Cape Breton

Whereas: In January 2016, a group of Federal Crown Corporation (DEVCO) permanently impaired coal miners who were injured in the underground coal mines of Cape Breton were looking for an amendment to the Nova Scotia's Workers' Compensation Act to extend their benefits past 65 years of age. There are approximately 120 permanently impaired DEVCO coal miners currently collecting Workers' Compensation disability benefits that are being cut off at the age of 65.

And Whereas: Prior to March of 1990 miners injured in the coal mines were paid Workers' Compensation benefits for life. After the Hayden Decision Nova Scotia's Workers' Compensation decided to only pay benefits until the age of 65. For federal employees such as coal miners the Federal Government pays 100% of the injuries. There is **no** cost to the Province of Nova Scotia or the provincial employers, in return the Province gets 18.5% administration fees, for issuing the benefits.

And Whereas: A representative from Minister Carla Qualtrough's (Minister of Public Works and Procurement) office who is Regional Director for the Atlantic Region stated in a meeting with DEVCO miners in Cape Breton that should the Nova Scotia's Workers' Compensation legislation was amended to extend wage loss to workers beyond 65 the Federal Government's Employees Compensation Act (GECA) would pay entitled benefits for DEVCO coal miners.

Be It Therefore Resolved: Cape Breton Regional Municipality's Mayor Cecil P. Clarke and Council request the Nova Scotia Government amend the Workers' Compensation Act to provide that earnings-replacement benefits for former workers of the Cape Breton Development Corporation's underground coal mine do not expire at age 65 so long as those benefits are reimbursed by the Government of Canada. It is to be retroactive to January 1, 2016. Letters be sent to Premier Stephen McNeil, Minister of Labour and Advanced Education Labi Kousoulis, Ministers Derek Mombourquette and Geoff McLellan. Letters should be sent to MLAs Tammy Martin, Eddie Orrell, Alfie MacLeod, Allan MacMaster, and Alana Paon. Letters should also be sent to MP's Mark Eyking and Rodger Cuzner as well as Minister Carla Qualtrough and the Prime Minister Justin Trudeau.

Councillor Kendra Coombes
District #11- CBRM

Cape Breton Regional Municipality

Resolution

Denouncing P3 Builds in New Waterford and Northside Hospitals

Whereas: On April 25th, 2019 the Nova Scotia Government announced the redevelopment of the New Waterford and Northside healthcare facilities would be P3 builds. P3's are Public-Private-Partnerships where taxpayer money pays for the build but the building is owned and operated by the private sector.

And Whereas: We have seen the cost to taxpayers with regards to the P3 model. In a 2010 report, Nova Scotia Auditor General Jacques Lapointe said the Province could have saved \$52 million over 20 years if it had financed the construction of schools instead of using the P3 model.

And Whereas: P3 developments cost more in the long-term and takes control of facilities such a hospitals and schools away from the public. With the consolidation of the Health Authority and the Government's decision to close two Emergency Rooms and 66 acute care beds in the CBRM without public consultation the public has already lost too much in terms of decision making and cannot afford to lose more.

Be It Therefore Resolved: The CBRM Mayor P. Clarke and Council denounce the P3 builds that were announced by the Nova Scotia Government on April 25th, 2019. We call on the Government to do a traditional public build for these much needed hospitals.

*Councillor
Kendra Coombes - District # 11 – C.B.R.M
Clarence Prince – District # 1 – C.B.R.M*

May 21st, 2019

CBRM Transportation Innovation Lab (TIL)

Social Innovation Lab Project

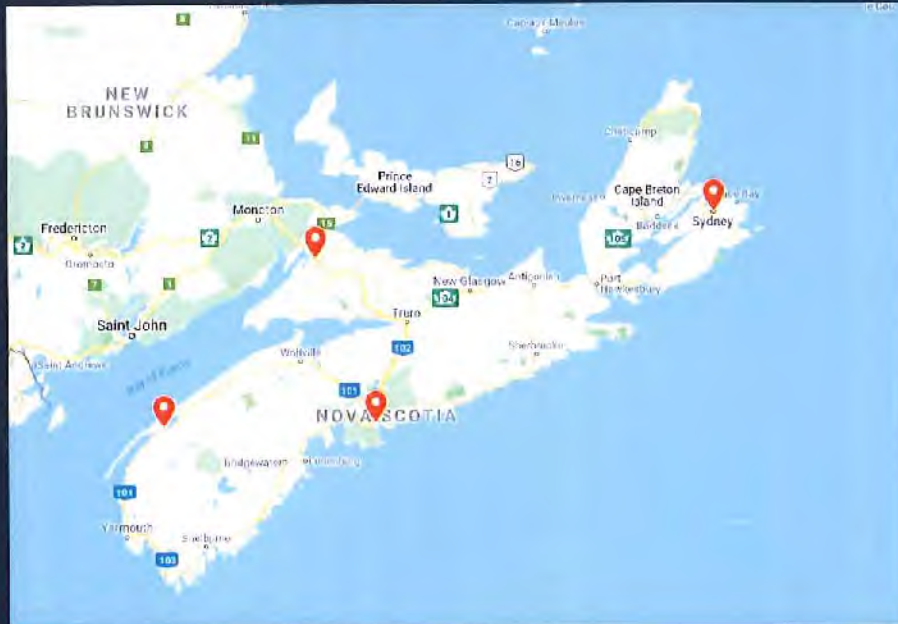
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What is an Innovation Lab?

A process that engages community members in helping to find solutions to community challenges.

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NS Poverty Reduction Social Innovation Labs



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What is the need in CBRM?

CBRM has a high rate of unemployment . . .

. . . but employers in the CBRM also struggle to find the labour they need

Transportation options for people in poverty in the CBRM are insufficient for getting to work

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Transportation Innovation Lab

Phase 1

- Work with community to find solutions that will help un- and underemployed CBRM residents access existing job opportunities.
- Partners
 - Transportation users
 - Employers
 - Community organizations
- Outcome
 - P2P transportation service was selected as prototype.
- Timeframe
 - March 2018 - September 2018

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231 Unique project contacts



36

First voice participants



32

Community Serving Organizations



30

Employers



9

Government Entities

Engagement with the CBRM

- CBRM Mayor and Council
- Staff
 - Rick McCready
 - Christina Lamey
 - Kathy Donovan
 - Marie Walsh
 - John MacKinnon
 - Mary Ann Vuletich
 - Paul Burt
 - Deborah Potter
 - Ashley Osborne - now sits on our Local Advisory Committee
 - Bob MacLean
 - Malcolm Gillis

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COMMUNITY CONNECTS

BE DRIVEN.



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This Service Will Be:



FOR WORK AND SCHOOL:

Can get you to job interviews, employment, volunteer, education programs



AFFORDABLE:

\$7 flat rate per seat



PRE-BOOKED:

Requests must be called into the Coordinator 24 hours in advance



AVAILABLE 24/7:

Can accommodate requests in the evenings, weekends, and overnight



SHARED:

Bookings will be coordinated with other users to build shared routes



CONNECTING COMMUNITIES:

Connecting the communities of the CBRM, and possibly beyond

Transportation Innovation Lab

Phase 2

- Work with community members and partners to test, monitor and refine the prototype.
- Partners
 - Transportation users
 - Employers
 - Community organizations
 - Local governments
 - Transportation providers
- Goal
 - How can a P2P service work?
 - How can the idea be made even better?
- Timeframe
 - December 2018 - October 2019

Core Team for Phase 2

(1) Local Advisory Committee

- Department of Community Services
- Nova Scotia Health
- New Dawn
- CBU
- CBRM
- Cape Breton Regional Chamber of Commerce
- Membertou Council

(2) Lab Team

- Transportation Users (First Voice perspective)
- Employer Advocates / Employers
- Community-serving Organizations

(3) P2P Providers (taxis)

- All ten CBRM taxi companies are participating

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Evaluation and Data

- In partnership with Patrick Delamirande, an economics professor at Cape Breton University, we will be conducting an ongoing and final evaluation to measure the prototype's economic and social impacts.
- We will have monthly project summaries for end of May, June, July & August.
- We will conduct a final evaluation in the month of September, with final report prepared by end of October 2019.
 - Present this to the Poverty Reduction Social Deputies and they will decide if further support from the Provincial Poverty Reduction Fund will be employed.

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Why I am here today

- (1) To inform CBRM Council about the TIL's Phase 2, answer any questions, and see how you would like to be kept informed of project updates.
- (2) To alert Council to the fact that data will be gathered about this service and its impact, including future adaptations and recommendations for next steps.
- (3) To ensure strong partnerships are being built between this service and CBRM staff who work on transportation and poverty reduction objectives.

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Questions?

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Contact Us

TIL Project Lead

Chloe Donatelli

(p) 902-322-0985

(e) chloe.donatelli@commongoodsolutions.ca

Community Connects

Joanna Bisson & Barbara Duco

(p) 902-304-8311

(e) hello@mycommunityconnects.ca

(w) mycommunityconnects.ca

COMMUNITY CONNECTS

BE DRIVEN.

Need transportation to work or school?

Community Connects is a new transportation service that will be tested in the CBRM from April 23 - September 30, 2019.

This Service Will Be:

FOR WORK AND SCHOOL:
Can get you to job interviews, employment, volunteer, education programs



AVAILABLE 24/7:
Can accommodate requests in the evenings, weekends, and overnight!

AFFORDABLE:
57¢ flat rate per seat



SHARED:
Bookings will be coordinated with other users to build shared routes

PRE-BOOKED:
Requests must be called into the Coordinator 24 hours in advance



CONNECTING COMMUNITIES:
Connecting the communities of the CBRM, and possibly beyond

Interested in learning more?

Contact our Coordinator: **902-304-8311** or hello@mycommunityconnects.ca
Visit our website: mycommunityconnects.ca
Visit our Facebook Page: [Community Connects Cape Breton](https://www.facebook.com/CommunityConnectsCapeBreton)

We'd love to connect with you at Community Connects! Let us help you Be Driven.

In partnership with
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902-304-8311
Visit our website: mycommunityconnects.ca
Visit our Facebook Page: [Community Connects Cape Breton](https://www.facebook.com/CommunityConnectsCapeBreton)



SUBMITTED ON **April 10, 2019** BY:

COMMON GOOD SOLUTIONS

Transportation Innovation Lab Prototyping Phase Business and Launch Plan



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Operators' Summary

The enclosed report is intended to be a high-level overview and reference for the many partners we have involved in the Community Connects pilot, such as the CBRM Bylaws Department, Province of Nova Scotia, Lab Team, Local Advisory Committee, Community Connects Coordinators, and taxi providers. As such, the report contains a great deal of information on many different areas of the pilot so as to house most of the critical components of launch and delivery in one document.

We have created this brief Operators' Summary to enable those considering participation as an operator to quickly review critical information about the service. For those interested in learning more about the project's background or additional project activities, we encourage you to scan the remainder of the report, or come back to it to use it as a reference for further information at a later date.

Prototyping Service Description

Users

Community Connects users will be individuals who reside in the CBRM and require transportation to get to work, education and skill-building opportunities. The primary focus for outreach and marketing will target low-income individuals, though proof of income will not be required to qualify for use of the service.

Core Components of the Community Connects Prototype

Bookings and User Requests

Coordinators

Coordinators have been hired for the test period (April - October, 2019) to manage all user inquiries, user intakes, manage new route requests and bookings, communicate route opportunities to providers, and manage daily record keeping to monitor the service.

Requests

All new booking requests must go through the Coordinator during their regular office hours, or be recorded as voice messages for the Coordinator to return during regular office hours. While bookings are only received during office hours, the service can run 24 hours a day and 7 days a week to accommodate different transportation demands and schedules, pending sufficient demand to establish viable routes.

Routes

Service Areas

Community Connects is a transportation service that will connect the different communities within the CBRM. A community is defined as one of the five service areas under the existing CBRM Taxi

Bylaw. Only ride requests that travel between service areas will be serviced under the Community Connects program.

Building Routes

The Coordinators will manage user requests and will work on clustering the requests to build routes. Once the Coordinators have enough requests on a route to make it financially viable,¹ they will call the route into the provider(s) to see if they are willing to take that route. Shorter distance routes will require less users than longer distance routes to create a financially viable route. Whenever possible, the Coordinator will add additional riders to existing routes to continue to build them out.

Assigning Routes

The Coordinator will assign routes to all providers participating in the Community Connects service. The Coordinator must call in all new route booking requests to providers by the end of the Coordinators' shift the day before the booking request is to occur.

"To-work / school" routes:

1. Determine which service area the route will originate in (based on majority of pick-up locations)
2. Offer the route to one of the service providers in that service area (rotating the order of who is offered routes first)
3. If the first service provider refuses the route, offer the route to the next service provider on the rotating list for that service area
4. If no service providers in the home service area are interested in accepting the route, the Coordinators will go down the list and offer the route to service providers in nearby service areas.

"To-home" routes

1. Determine which service area the route will depart from.
2. Offer the route to one of the service providers in that service area (rotating the order of who is offered routes first).
3. If the first service provider refuses the route, offer the route to the service provider who completed the "to-work" route for these individuals.
4. If the second service provider refuses the route, offer the route to the next service provider on the rotating list for that service area.
5. If no service providers in the home service area are interested in accepting the route, the Coordinators will go down the list and offer the route to service providers in nearby service areas.

Maintaining Routes

If the route is more than a one-off, once it has been assigned to the provider they will continue to service that route until they no longer wish to do so or the route changes or ends. Providers who have

¹ Viable routes for the Community Connects service will be those that return revenues of approximately \$1.15 / km to a transportation provider. This figure is based on the minimum out-of-service-area rate stipulated in the CBRM Taxi Bylaw.

been assigned a route must inform the Coordinator a week in advance if they no longer wish to service that route so another provider can be approached, and, if required, users can be informed the route no longer runs so they can make alternate transportation arrangements. If a provider fails to service a route that has been assigned to them without contacting the Coordinator, the route will automatically be reassigned to another provider, and the Coordinator will follow-up with the provider to determine the reason for the missed route. If a company misses three routes without contacting the Coordinators, they will be informed they no longer are able to participate in the pilot.

Changes to Existing Routes

During the Coordinators' office hours, all changes or cancellations on existing routes will go through the Coordinator. The Coordinator will then contact the providers to inform of the route change. During off-hour times, users will be informed of the dispatch phone numbers of their assigned taxi provider(s) so they can call in their same-evening changes or cancellations to the dispatcher directly. No new route bookings will be handled by the taxi providers; they all must be called into the Coordinator. The Coordinator will call each of the taxi providers, who had off-hour bookings for the previous evening, when they get in on their new shift to confirm and record if any changes were called into their dispatch the previous night from Community Connects users.

If a route goes below the \$1.15 / km revenue ratio because of cancellations or changes to the route, the Coordinator will work to try to find an additional rider to fill the seat or to find another route for the users to join, but the route will continue. If the provider decides it is unprofitable at the lower revenue rate to maintain the route, they will have to provide the Coordinator a week's notice so the Coordinator can try to find a different provider to take the booking or provide users enough notice to cancel the route.

Service Rates

Payment for Service

The cost for the Community Connects service will be \$7 flat rate / seat. All individual users will be responsible for paying the provider for their seat on each and every trip. If an organizational partner would like to pay for the seat, the Coordinator will inform the taxi provider of this request and the taxi provider will have to handle invoicing the organizational partner for payment for the service.

Payment for No Shows

As a part of the piloting plan, providers have been assured that they will be compensated for any no shows (as defined in Appendix C) during the testing period. If a no show occurs on a route, the provider must contact the Coordinator to inform them of this occurrence. The Coordinator will then contact the user to determine the reason for the no show, remind them of the rules about calling in cancellations, and inform them of the number of chances they have before they are ineligible for use of the service. At the end of the month, the number of no shows will be tallied and a cheque will be sent to each eligible provider to cover the cost of the no shows they reported. If there are discrepancies in the no shows reported by providers, and the reason for missing the ride by the user, the Coordinator will follow-up with both parties and determine if the no show is eligible for reimbursement.

Subsidizing Long-Distance Routes

If there is interest from communities who are at a further distance (e.g. Eskasoni) or employers who are located outside of the CBRM (e.g. Baddeck) and they would like to subsidize the cost for users, service providers are open to doing long-distance journeys. However, the rate that the individual user pays must not go higher than \$7 / seat; therefore, the additional cost would have to be subsidized by the employer or community partner to make the route financially viable. As above, routes are considered financially viable when they are able to return revenue of \$1.15 / km to the service provider.

Operational Projections

Initial Service Provision (May-June 2019)

Within the first one to two months following the launch of the Community Connects service, it is expected that demand for the service will not cause service providers to hire additional drivers. In addition to the time required for marketing activities to generate momentum and reach new potential customers, it will take time to gather enough service requests to build routes that meet the requirement for financial viability. We anticipate, initially, that the Community Connects service will be a small portion of the taxi companies overall service and revenue, a supplement and small addition to the core business of personal taxi service.

Service providers may need to begin to hire new drivers sooner than expected if fewer service providers decide to participate in the Community Connects pilot, and demand for the service and potential revenue is greater for a smaller number of participating providers.

Methods of Service Integration

As demand for the service grows, strategies for integration with existing taxi service will need to evolve as well. Service providers have a variety of strategies they could employ to integrate Community Connects activity with their existing taxi service. For example:

- Drivers could take taxi calls in between Community Connects routes
- Drivers could be assigned to only offer solely Community Connects routes, using the fixed schedule to minimize down-time
- Dispatchers could assign routes to a single driver, or assign routes to drivers based on who is near the pick-up point(s) on a given day

These strategies will likely change as the demand for Community Connects service increases. This flexibility of service integration represents an opportunity for taxi operators to maximize the efficiency of their Community Connects activities, as well as an opportunity to improve the efficiency of their regular taxi service.

Hiring Additional Staff

As more Community Connects routes are created and offered to service providers, the question of when to add additional staff will come up. This will vary depending on which model of integration is chosen by the taxi company above.

Here is an example of a potential scenario:

Driver A is completing solely Community Connects routes and works a ten hour shift. It is conceivable that a driver could complete eight one-way routes in this time period, depending on how close they are to one another and how many stops are on each route.

In order that this driver has eight routes, all service providers participating in the Community Connects program would have also been offered at least eight routes, given the plan for equal distribution of opportunities. If all ten taxi operators participate in the model, this would be a total of eighty routes. A route is defined as service in one direction only.

- 80 routes shared equally among 10 taxi operators
- If 60% of riders are using the service to get to-and-from work (40% are using the service only one-way), **80 routes would require 200 riders.**²

In the example above, 200 people using the service five days per week would result in each taxi operator needing to hire at least one additional driver to meet demand.

Transportation Market Analysis

Community Connects

Community Connects is an alternative that has emerged between the lower cost, less flexible Transit Cape Breton service and the higher cost, more flexible personal taxi service. When Transit Cape Breton runs a comparable route to something offered by Community Connects (e.g. Glace Bay to Sydney during regular business hours) we imagine that users will choose Transit Cape Breton as a lower cost alternative. When travelling within service areas, or if individuals from the same dwelling are going to the same location, we envision personal taxis continuing to be the best choice for users.

Community Connects will not try to duplicate these well established services. Instead, we will try to meet the needs of users who are currently being underserved by these models, such as those who require transportation that is reliable, flexible and affordable on an ongoing basis in order to maintain employment, education, and training in communities other than the one they live in. Throughout the pilot, Community Connects will also gather and share information with Transit Cape Breton and taxi

² If 60 of the routes contain riders using the service to get to-and-from work: 30 round trip routes x 4 riders per route = 120 riders

This leaves 20 of the routes contain riders using the service only one-way only: 20 one-way routes x 4 riders per route = 80 riders

owners to demonstrate how the service is being used in the pilot, and continue to investigate how more efficient divisions of transportation services and partnership can be explored moving forward.

Marketing the Community Connects Service

Approach for Marketing the Service

The Community Connects service is being initially marketed via four main channels: online presence, in-person community information sessions, partner networks, and media.

Response from Initial Marketing

The general sentiments gathered from the initial target outreach was that there would be a large number of students, especially international students, interested in using the service. This demand is only anticipated to grow as more students continue to arrive. The Mayflower Mall was also felt to be a large potential hub for this service, as the stores there are always hiring, and it is centrally located outside of a few different service areas, making it easier to access. And, lastly, those participating in employment readiness programs, and the organizations that support them to access these programs, will be a large potential customer group.

Risks and Assumptions

Mitigation of Risks

Regulatory Environment

With the approval of this document, and the terms of the service outlined within it, the CBRM Bylaws Department is providing their consent to move forward with the pilot under the current regulatory environment. Throughout the pilot, the Bylaws Department will be provided a monthly update to monitor the service and will be notified of any challenges of operating this service within the existing Bylaw. Their approval will be required for any adaptations to the pilot throughout the testing period to ensure these adaptations continue to fall within the Bylaw.

Engagement with the Taxi Industry

Upon receiving this document, and the final pilot terms of operation outlined within it, each taxi owner will be invited to participate and will make their own determination about whether it makes sense for their business to offer the Community Connects service in addition to their regular taxi service. An additional risk regarding taxi providers is that too few of them will choose to participate in the prototyping phase to successfully offer the Community Connects service. In order for the Community Connects program to work, the model must be proven over the test period to taxi owners, as well as to users, to build up their confidence in the viability of the new system.

Addressing Gaps in Organizational Capacity

Providing a point-to-point transportation service differs from existing transportation services in the region in that the efficient aggregation of rides requires a considerable amount of planning and coordination. Without the effective aggregation of riders, the business model will not be viable for operators and will be ineffective and unreliable for users.

To mitigate this risk, and respond to strong requests from taxi owners, CGS staff have hired two Coordinators to oversee the coordination of the service during regular business hours seven days a week. The Coordinators will work closely with CGS staff and participating providers to ensure that the service is running smoothly and build the network's capacity for offering this type of service. This type of human resource support, however, does make the design of the service for the pilot period less financially self-sustaining and more dependent on external resources to function.

Additional Barriers for Individuals Living in Poverty

While access to reliable and affordable transportation is an essential element to break the cycle of poverty, there are many other factors that prohibit or limit individuals in their struggle to move towards a greater standard of living. As a result of these additional challenges, even with some relief from transportation issues, individuals may still struggle to find success in a work environment, or may make the rational decision to remain on income assistance rather than move to employment.

Evaluation and Monitoring

Due to the critical role that gathering information and feedback plays in the testing period, all Community Connects providers and users will only be allowed to participate in the testing period if they agree to participate in the evaluation.

The components of the evaluation that are required from taxi owners and operators are as follows:

Monthly (Ongoing) Evaluation Methods

- Once a month one-on-one call with the taxi owners participating in Community Connects to determine: how the service is working for them; how their business is doing; whether drivers are satisfied; cost structure for operation; new partnership or customer opportunities; interaction with other cab companies; new drivers and turnover of drivers; new vehicles; volume of requests or service; challenges with the regulatory environment;
- Incidences or challenges with the program;
- Calls from drivers into our feedback line to gather comments, suggestions, complaints, satisfaction about the service on an ongoing basis; promoted with the assistance of taxi owners.

Final Evaluation Methods (Anticipated)

- One-on-one interviews with all Community Connects taxi owners to gather information on their overall experience in the pilot;
- Calls from drivers into our feedback line to gather final comments about the service, promoted with assistance from the taxi owners. .

Financial Analysis

Projected Revenue per Projected Route

Per Kilometer Rate Route Estimates						
Users on Route	Revenue Generated (\$)	Route	Route Estimate in km (diameter of most densely populated region in service area plus distance to next service area)	Per km revenue (\$/km)	CBRM Taxi Bylow per km rate for personal taxi fares outside of the service area (\$/km)	Difference between CBRM Bylow rate and projected Community Connects revenue (\$/km)
4	28	Glace Bay to Sydney	24.9	1.12	1.15	-0.03
4	28	New Waterford to Sydney	22.9	1.22	1.15	0.07
4	28	New Waterford to Glace Bay	19.9	1.41	1.15	0.26
4	28	North Sydney to Sydney	23.7	1.18	1.15	0.03
4	28	Sydney Mines to Sydney	29.4	0.95	1.15	-0.20
4	28	Sydney Mines to North Sydney	8.4	3.33	1.15	2.18

*See Appendix D for data on variables and route distances.

The above table represents the financial model that the Community Connects service is based upon. As this is a poverty reduction initiative, the intent is to balance the revenue needs of the service providers and their staff with the affordability requirements for the users. Column six (from the left) represents the per km revenue that taxi providers are permitted to collect under the existing Taxi Bylow for personal taxi trips that travel outside of a service area. It is our aim to try to build Community Connects routes that produce similar per km rates for providers. Relative to a traditional taxi service, customer volume will increase while the cost to each customer will decrease, thereby maintaining per km revenue at the \$1.15 rate / km that has been decided by the CBRM Bylaws Department as fair value for customer, driver, and company.

As described above in Section 2, the per km revenue rate for each potential Community Connects route will be monitored as requests come in, which will help the Coordinators know when they can launch a new route. It will also be very important information to collect throughout the pilot to gather data on whether the cost for the service may be too high or too low.

Revenue Distribution

During the pilot phase of the Community Connects service, all revenue generated from the service will go directly to taxi providers. Based upon the \$1.15 / km rate for routes, the analysis below is an estimate of revenue distribution per km of use for the service.

Per km Revenue Distribution				
	Gas and Vehicle Maintenance (Province of NS 2018 mileage rate based on fuel average and vehicle maintenance)	Driver Commission (50% of net after mileage)	Company Takeaway, including company overhead and profit	
Estimated Per km Revenue	1.15	0.4415	0.35425	0.35425

This means that on every Community Connects route, drivers can expect to earn roughly \$0.35 / km to cover their time, and companies can expect to earn \$0.35 / km to cover overhead and generate profit. This means that on an average route, as determined by the fourth column from the left in the Projected Revenue per Projected Route table, of 21.5 km a driver would earn \$7.5 and the taxi company would earn \$7.5.

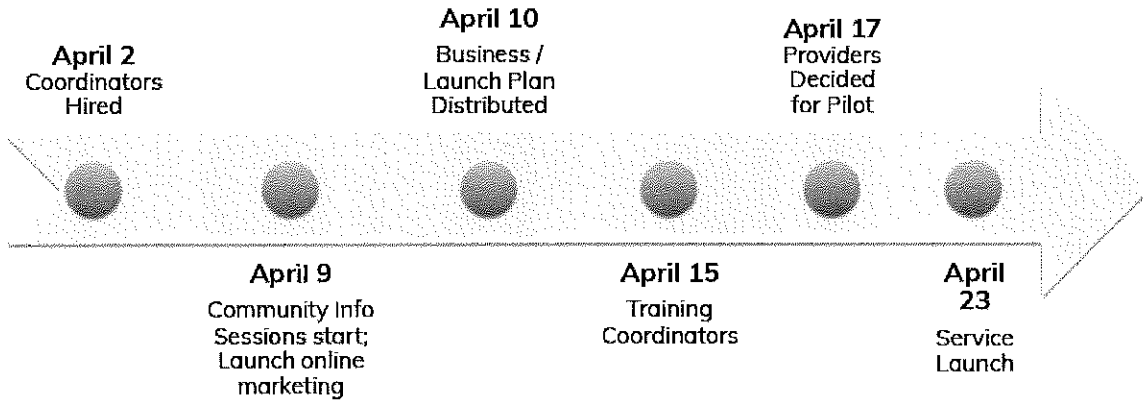
Estimated Cost Overview for Pilot

The table below shows an estimate of the major costs for the pilot broken down by the party responsible for covering the expense. All of the initial launch casts to develop the service and the vast majority of the pilot overhead will be covered by the Province for the pilot period. Taxi companies will be responsible for covering driver and vehicle costs, as well as costs for their own overhead.

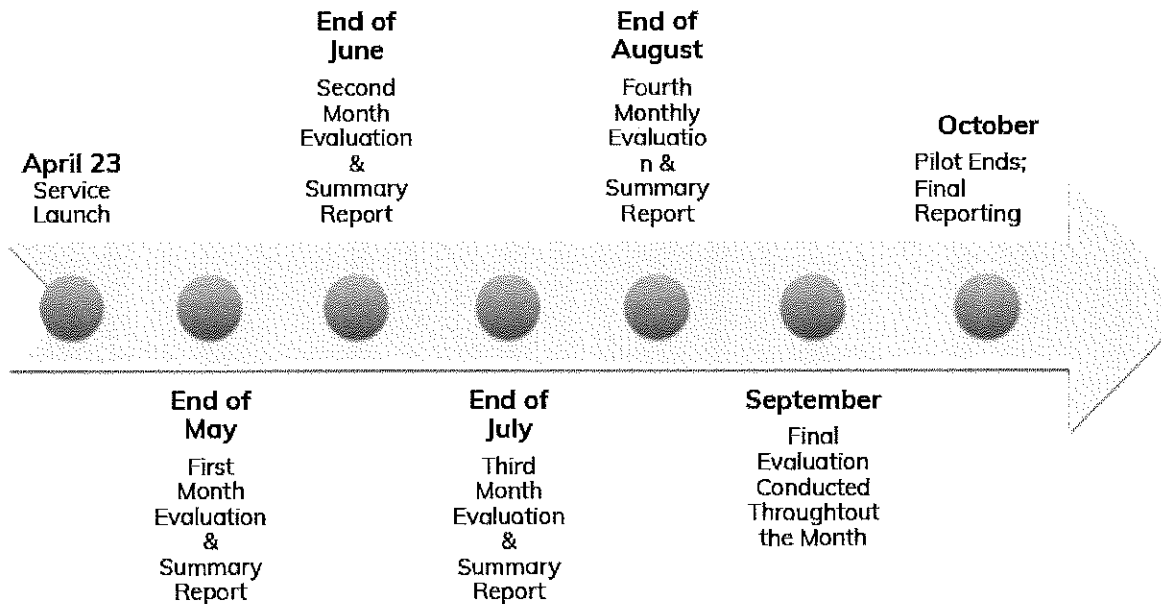
Item	Covered By
Coordinators' Salaries	Province of Nova Scotia
Phone Line	Province of Nova Scotia
Tech Development and Hardware	Province of Nova Scotia
Comman Good Solutions' Project Management & Evaluation and Monitoring	Province of Nava Scotia
Na Shows	Province of Nava Scotia
Marketing of Service	Province of Nava Scotia
Fuel	Taxi Company
Vehicle Maintenance	Taxi Company
Driver Salary / Commission	Taxi Company
Taxi Company Overhead	Taxi Company

Launch and Pilot Timeline

Launch Plan Timeline



Community Connects Pilot Timeline



Report Body

1. Project Background

Pre-Transportation Innovation Lab

Access to transportation is more than just a means of movement; it can dramatically limit or expand the opportunities available to people based on where they live. For an individual or family living in poverty, access to transportation can mean the difference between accessing jobs, quality food, recreation opportunities, schooling, and healthcare--all core components of upward socioeconomic mobility.

In many regions there is a correlation between higher levels of poverty and limited access to public transportation.³ The Cape Breton Regional Municipality (CBRM) is one such region where levels of poverty are high and access to public transportation is low. Twenty percent of those living in the CBRM are considered low income based on the low-income measure after tax rate (LIM-AT)⁴, and the region has an unemployment rate of 17.4%.⁵ In a 2011 review of the CBRM's public transportation system, it was also found that the CBRM has the lowest ridership levels of similarly sized municipalities across Canada.⁶

An impending 30% cut of the CBRM's public transportation budget in 2014 motivated community leaders to form the Community Transportation Working Group (CTWG) to kickstart discussion and action towards better community transportation. Out of their two year study, the CTWG identified a number of key areas to address gaps and enhance transportation services in the CBRM. Areas identified as having promise for further investigation emerged from discussions with community stakeholders including employers and public transportation users. In these discussions, employers identified their struggle to fill job vacancies partially due to limitations around transportation, and transportation users commented on the difficulty, or impossibility, of using public transportation to get to and from work.

For a community with such high levels of unemployment and poverty, the ability to fill the gap in transportation services was noted as an area of future interest for its potentially high impact. Two years later, the Transportation Innovation Lab (TIL) was initiated to explore whether an opportunity could emerge from these interrelated challenges.

³ White, 2015. *Stranded: How America's Failing Public Transportation Increases Inequality*. <https://www.theatlantic.com/business/archive/2015/05/stranded-how-americas-failing-public-transportation-increases-inequality/393419/>

⁴ Statistics Canada, 2018. *Census Profile, 2016 Census, Cape Breton Regional Municipality* <http://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/details/page.cfm?Lang=E&Geo1=CSD&Code1=1217030&Geo2=PR&Code2=12&Dato=Count&SearchText=Cape%20Breton&SearchType=Begin&SearchPR=01&B1=All&GeoLevel=PR&GeoCode=1217030&TABID=1>

⁵ Ibid.

⁶ HDR, 2011. *Cape Breton Regional Municipality Transit System Review: Final Report*. <http://www.cbrm.ns.ca/images/stories/Transit/Transit%20System%20Review%20Main%20Report.pdf>

Transportation Innovation Lab: Phase 1

The Cape Breton Regional Municipality (CBRM) Transportation Innovation Lab (TIL) project was initiated in March 2018. The project was implemented by Common Good Solutions (CGS), guided by a local advisory committee, and overseen by the Department of Community Services under their Poverty Reduction Strategy.

While this project considered the transportation needs of individuals holistically, its primary focus was to **connect under- and unemployed individuals in the Cape Breton Regional Municipality (CBRM) with employment opportunities across the Island by identifying one or more potential transportation solutions**. The project engaged three main stakeholder groups through the Lab process to: verify needs; generate, evaluate, and test potential solutions; and determine a path to implementation. These three stakeholder groups were: under- and unemployed individuals living in the CBRM, employers looking to fill labour shortages, and community organizations and advocates working in these areas. Throughout the Lab process, staff and council at the CBRM were also frequently engaged.

The TIL's first phase concluded in September 2018, and one solution idea--a point-to-point transportation service--was recommended by the Lab for testing.

Transportation Innovation Lab: Phase 2

In December 2018, the second phase of the TIL was funded by the province. This phase is intended to further co-design and test the point-to-point prototype that was developed in the first phase of the TIL.

The test period for Phase 2 will run from April 2019 until October 2019, offering a six month period of testing and refinement of the model. The primary goal of this phase is to: **implement and adopt the point-to-point solution idea to test its overall effectiveness at increasing transportation access for workers, and aspiring workers, who earn low incomes in the Cape Breton Regional Municipality**.

In addition to the inclusion of TIL's Phase 1 diverse supporters, additional stakeholders are involved in the TIL's Phase 2, such as taxi owners / drivers, the CBRM's Bylaws Department, post-secondary institutions, Membertou First Nation, and the Cape Breton Regional Chamber of Commerce.

At the conclusion of the TIL's Phase 2, all prototyping learnings will be shared with the province, including any recommendations for further support or expansion of this model.

2. Prototyping Service Description

Brand

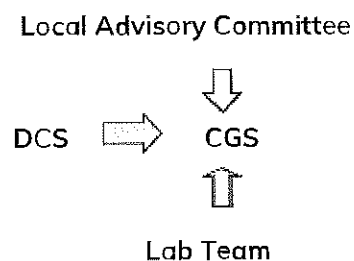
The point-to-point transportation service will be called **Community Connects**, as the transportation service will be to connect the communities within the Cape Breton Regional Municipality (CBRM), a municipality whose own slogan is, “a community of communities”. The slogan for Community Connects is **Be Driven**, a reference to both the transportation service, but also to the goal of the project to support individuals in their aspirations to access education and join the workforce. The logo is designed to show the transportation focus of the service, and partnership with taxis in the region, with a taxi stripe along the bottom of the logo, as well as a road outline within many of the letters.

A Community Connects logo (see below), website (mycommunityconnects.co), and Facebook page (Community Connects) are all being designed for the service in advance of the launch.

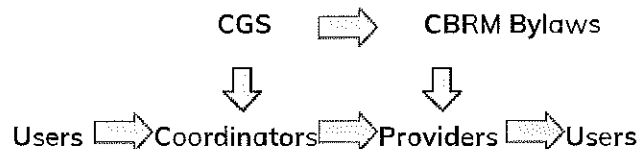


Core Team

TIL Project Oversight



Community Connects Prototyping



Local Advisory Committee - The TIL Advisory Committee is made up of community, non-profit, and government stakeholders who provide guidance and advice to CGS with project implementation. The Advisory Committee receives weekly updates on the TIL's progress, attends monthly in person meetings, and certain members are called upon to provide expertise on various project matters as they arise.⁷

Department of Community Services - The Department of Community Services is the Province of Nova Scotia's lead department offering guidance on the Transportation Innovation Lab. They offer project oversight on a regular basis, as well as communicate the TIL's work to the different intergovernmental stakeholders working on the Poverty Reduction Initiative.⁸

Lab Team - One of the primary strengths from the TIL's first phase was the multi-stakeholder Lab Team that was created. The Lab Team supporting Phase 2 is made up of first voice users, community organizations, as well as organizations who represent employers. The Lab Team meets once a month to provide general guidance with the prototyping phase and helps to problem solve any issues or adaptations that may arise. Lab Team members who are interested in playing a larger role in the prototyping phase are also called upon to help with stakeholder engagement, public education and data collection.⁹

Common Good Solutions - The TIL project is led by Chloe Donotelli (primary project contact) and Robert Nichols (secondary project contact). Chloe and Robert will be responsible for meeting all project deliverables, and will oversee the planning, implementation and evolution of the prototyping phase. They will ensure that all project team members, as well as external stakeholders, are made aware of project activity on a regular basis. They will also oversee the hiring, supervision and support for the Community Connects Coordinators.

Community Connects Coordinators - The Community Connects Coordinators will oversee the daily operations and monitoring of the prototype. The Coordinators will handle all inquiries and user requests, build out the routes for the service, and allocate them to providers. The Coordinators will also be responsible for collecting ongoing information about the service over the prototyping period.

Providers - The transportation providers involved in the TIL's prototyping phase are licensed taxi operators in the CBRM. They will be the service delivery agents of the prototyping phase, and, along with the Coordinator, will be the frontline providers of the service, interacting on a daily basis with the users. All ten taxi companies in the CBRM are invited, but not required, to participate as Community

⁷ The members of the Local Advisory Committee are: Aran Ashton (Nova Scotia Health), Bobby O'Handley (Department of Community Services), Donna Anderson (Department of Community Services), Eric Leviten-Reid (New Dawn), Robyn Lee Seale (Cape Breton Partnership), Shaun Butler (Department of Community Services), Kathleen Yurchesyn (Cape Breton Regional Chamber of Commerce), John Mayich (Cape Breton University), Ashley Osborne (Cape Breton Regional Municipality), David Marshall (Membertou First Nation), Glenn Turner (Nova Scotia Community College).

⁸ The primary provincial contacts are Bonnie Ste. Craix, Executive Lead Poverty Reduction, and Genevieve Morrison, Poverty Reduction Coordinator.

⁹ The members of the Lab Team are: Karen Furey (YMCA Employment), Eric Leviten-Reid (New Dawn), Robyn Lee Seale (Cape Breton Partnership), Brandon MacDonald (First Voice), Kym MacLead (First Voice), Donald Wamboldt (First Voice), Renalda Duca (First Voice), Jill Gardiner (United Way), Judy Curnew (First Voice), Barbara Duca (First Voice), Amy McDonald (Department of Community Services), Cassandra Ryan (First Voice), Davy Libbus (First Voice), Troy Penney (Nova Scotia Health), Bethany Eyking (YMCA Employment), Kelly Campbell (DCS), Ian Van Schaick, Sheila Van Schaick.

Connects providers, to participate in the prototype. All taxi owners who participate in the prototype must sign a provider agreement (see Appendix A).

Cape Breton Regional Municipality Bylaws Department - The Cape Breton Regional Municipality acts as the regulatory body for all taxi operators in the CBRM, including those who wish to participate as the Community Connects pilot. The CBRM Bylaws Department is a critical partner in navigating a regulatory environment to support the new prototype.

Users

Community Connects users will be individuals who reside in the CBRM and require transportation to get to work, education and skill-building opportunities. The primary focus for outreach and marketing will target low-income individuals, though proof of income will not be required to qualify for use of the service. Interested users must contact the Coordinator by phone to complete a user intake process (see Appendix B). Users will be explained the terms within the user agreement and their verbal consent will be obtained in order to qualify for the program (see Appendix C). They will receive a copy of this "signed" agreement by mail for their records. All requests for use of the service will be recorded and considered by the Coordinator. However, riders will only be offered transport through the Community Connects pilot once enough ride requests are received in their area to build a viable route.

Core Components of the Community Connects Prototype

Bookings and User Requests

Coordinators

Coordinators have been hired for the test period (April - October, 2019) to manage all user inquiries, user intakes, manage new route requests and bookings, communicate route opportunities to providers, and manage daily record keeping to monitor the service.

Technology Software

The Coordinators will use a technology program to manage bookings and user information. The software is called GetSwift and is currently being modified for Community Connects use by a local Cape Breton delivery company, Click2Order. They will work with us throughout the testing period to refine and adapt the software based on identified needs.

Requests

All new booking requests must go through the Coordinator during their regular office hours, or be recorded as voice messages for the Coordinator to return during regular office hours. While bookings are only received during office hours, the service can run 24 hours a day and 7 days a week to accommodate different transportation demands and schedules, pending sufficient demand to establish viable routes.

Routes

Service Areas

Community Connects is a transportation service that will connect the different communities within the CBRM. A community is defined as one of the five service areas under the existing CBRM Taxi Bylaw. Only ride requests that travel between service areas will be serviced under the Community Connects program.

Building Routes

The Coordinators will manage user requests and will work on clustering the requests to build routes. Once the Coordinators have enough requests on a route to make it financially viable,¹⁰ they will call the route into the provider(s) to see if they are willing to take that route. Shorter distance routes will require less users than longer distance routes to create a financially viable route. Whenever possible, the Coordinator will add additional riders to existing routes to continue to build them out.

Assigning Routes

The Coordinator will assign routes to all providers participating in the Community Connects service. The Coordinator must call in all new route booking requests to providers by the end of the Coordinators' shift the day before the booking request is to occur.

"To-work / school" routes:

5. Determine which service area the route will originate in (based on majority of pick-up locations)
6. Offer the route to one of the service providers in that service area (rotating the order of who is offered routes first)
7. If the first service provider refuses the route, offer the route to the next service provider on the rotating list for that service area
8. If no service providers in the home service area are interested in accepting the route, the Coordinators will go down the list and offer the route to service providers in nearby service areas.

"To-home" routes

6. Determine which service area the route will depart from.
7. Offer the route to one of the service providers in that service area (rotating the order of who is offered routes first).
8. If the first service provider refuses the route, offer the route to the service provider who completed the "to-work" route for these individuals.
9. If the second service provider refuses the route, offer the route to the next service provider on the rotating list for that service area.

¹⁰ Viable routes for the Community Connects service will be those that return revenues of approximately \$1.15 / km to a transportation provider. This figure is based on the minimum out-of-service-area rate stipulated in the CBRM Taxi Bylaw.

10. If no service providers in the home service area are interested in accepting the route, the Coordinators will go down the list and offer the route to service providers in nearby service areas.

Maintaining Routes

If the route is more than a one-off, once it has been assigned to the provider they will continue to service that route until they no longer wish to do so or the route changes or ends. Providers who have been assigned a route must inform the Coordinator a week in advance if they no longer wish to service that route so another provider can be approached, and, if required, users can be informed the route no longer runs so they can make alternate transportation arrangements. If a provider fails to service a route that has been assigned to them without contacting the Coordinator, the route will automatically be reassigned to another provider, and the Coordinator will follow-up with the provider to determine the reason for the missed route. If a company misses three routes without contacting the Coordinators, they will be informed they no longer are able to participate in the pilot.

Changes to Existing Routes

During the Coordinators' office hours, all changes or cancellations on existing routes will go through the Coordinator. The Coordinator will then contact the providers to inform of the route change. During off-hour times, users will be informed of the dispatch phone numbers of their assigned taxi provider(s) so they can call in their same-evening changes or cancellations to the dispatcher directly. No new route bookings will be handled by the taxi providers; they all must be called into the Coordinator. The Coordinator will call each of the taxi providers, who had off-hour bookings for the previous evening, when they get in on their new shift to confirm and record if any changes were called into their dispatch the previous night from Community Connects users.

If a route goes below the \$1.15 / km revenue ratio because of cancellations or changes to the route, the Coordinator will work to try to find an additional rider to fill the seat or to find another route for the users to join, but the route will continue. If the provider decides it is unprofitable at the lower revenue rate to maintain the route, they will have to provide the Coordinator a week's notice so the Coordinator can try to find a different provider to take the booking or provide users enough notice to cancel the route.

Service Rates

Payment for Service

The cost for the Community Connects service will be \$7 flat rate / seat. All individual users will be responsible for paying the provider for their seat on each and every trip. If an organizational partner would like to pay for the seat, the Coordinator will inform the taxi provider of this request and the taxi provider will have to handle invoicing the organizational partner for payment for the service.

Payment for No Shows

As a part of the piloting plan, providers have been assured that they will be compensated for any no shows (as defined in Appendix C) during the testing period. If a no show occurs on a route, the provider must contact the Coordinator to inform them of this occurrence. The Coordinator will then contact the user to determine the reason for the no show, remind them of the rules about calling in

cancellations, and inform them of the number of chances they have before they are ineligible for use of the service. At the end of the month, the number of no shows will be tallied and a cheque will be sent to each eligible provider to cover the cost of the no shows they reported. If there are discrepancies in the no shows reported by providers, and the reason for missing the ride by the user, the Coordinator will follow-up with both parties and determine if the no show is eligible for reimbursement.

Subsidizing Long-Distance Routes

If there is interest from communities who are at a further distance (e.g. Eskosoni) or employers who are located outside of the CBRM (e.g. Baddeck) and they would like to subsidize the cost for users, service providers are open to doing long-distance journeys. However, the rate that the individual user pays must not go higher than \$7 / seat; therefore, the additional cost would have to be subsidized by the employer or community partner to make the route financially viable. As above, routes are considered financially viable when they are able to return revenue of \$1.15 / km to the service provider.

3. Operational Projections

Initial Service Provision (May-June 2019)

Within the first one to two months following the launch of the Community Connects service, it is expected that demand for the service will not cause service providers to hire additional drivers. In addition to the time required for marketing activities to generate momentum and reach new potential customers, it will take time to gather enough service requests to build routes that meet the requirement for financial viability. We anticipate, initially, that the Community Connects service will be a small portion of the taxi companies overall service and revenue, a supplement and small addition to the core business of personal taxi service.

Service providers may need to begin to hire new drivers sooner than expected if fewer service providers decide to participate in the Community Connects pilot, and demand for the service and potential revenue is greater for a smaller number of participating providers.

Methods of Service Integration

As demand for the service grows, strategies for integration with existing taxi service will need to evolve as well. Service providers have a variety of strategies they could employ to integrate Community Connects activity with their existing taxi service. For example:

- Drivers could take taxi calls in between Community Connects routes
- Drivers could be assigned to only offer solely Community Connects routes, using the fixed schedule to minimize down-time
- Dispatchers could assign routes to a single driver, or assign routes to drivers based on who is near the pick-up point(s) on a given day

These strategies will likely change as the demand for Community Connects service increases. This flexibility of service integration represents an opportunity for taxi operators to maximize the efficiency of their Community Connects activities, as well as an opportunity to improve the efficiency of their regular taxi service.

Hiring Additional Staff

As more Community Connects routes are created and offered to service providers, the question of when to add additional staff will come up. This will vary depending on which model of integration is chosen by the taxi company above.

Here is an example of a potential scenario:

Driver A is completing solely Community Connects routes and works a ten hour shift. It is conceivable that a driver could complete eight one-way routes in this time period, depending on how close they are to one another and how many stops are on each route.

In order that this driver has eight routes, all service providers participating in the Community Connects program would have also been offered at least eight routes, given the plan for

equal distribution of opportunities. If all ten taxi operators participate in the model, this would be a total of eighty routes. A route is defined as service in one direction only.

- 80 routes shared equally among 10 taxi operators
- If 60% of riders are using the service to get to-and-from work (40% are using the service only one-way), **80 routes would require 200 riders.**¹¹

In the example above, 200 people using the service five days per week would result in each taxi operator needing to hire at least one additional driver to meet demand.

¹¹ If 60 of the routes contain riders using the service to get to-and-from work: 30 round trip routes x 4 riders per route = 120 riders
This leaves 20 of the routes contain riders using the service only one-way only: 20 one-way routes x 4 riders per route = 80 riders

4. Transportation Market Analysis

There are two main methods of transportation in the Cape Breton Regional Municipality for those without access to a personal vehicle, Transit Cape Breton and regular taxis. While both of these services are integral in creating a more robust transportation network in the area, there continue to be gaps in transportation services offered in the area. It is these gaps that the Community Connects program seeks to fill in partnership with existing transportation providers in the region.

Transit Cape Breton

Transit Cape Breton has been managed by the Cape Breton Regional Municipality since amalgamation. The service offers both fixed route transit lines, as well as a Handi-Transit service, a service for individuals with physical disabilities or who are in wheelchairs. Transit Cape Breton services are a vital connector of the communities in the CBRM, as well as a main transportation service for students, particularly international students, attending NSCC and CBU on Grand Lake Road. Transit Cape Breton, however, is limited by the taxation structure that funds the service. The CBRM only taxes residents for transit who live within 2500 feet of a bus route. All other residents are not taxed for the service, and, as a result, cannot have a bus stop in their area under the present taxation structure. In the 2018 year, \$1.8 million dollars was generated through the municipal tax structure to support Transit Cape Breton. If the entire municipality was taxed for the service, the service would have approximately \$3 million dollars of annual revenue from municipal taxation.¹²

Transit Cape Breton is the most affordable option for individuals without personal vehicles in the CBRM. Regular fares for Transit Cape Breton range from \$1.25 - \$5.00 / adult rider depending on the number of zones crossed, and \$75 for an adult monthly bus pass. However, as identified above, the service is limited in terms of its geographic reach and schedule. Transit Cape Breton currently runs 11 routes that connect, and sometimes travel throughout, the following communities in the CBRM: Sydney, Dominion, Glace Bay, New Aberdeen, Steele's Hill, Sydney Mines, Whitney Pier, New Waterford, Sydney River, and North Sydney.¹³ These routes primarily run during the weekdays, with some limited scheduling on evenings and weekends. The bus fleet is older, though provincial investment over the last couple years has helped to purchase some new fleet vehicles; however, vehicle maintenance and breakdowns occur and cause disruptions in service.

Taxis

There are currently ten taxi companies licensed in the CBRM. These companies have approximately 200 vehicles licensed for taxi operation, including cars, minivans, and one company has a vehicle that can accommodate wheelchairs. They also have experienced drivers and staff, approximately 380 licensed taxi drivers in the region, many of whom have been working in the taxi industry for many decades.¹⁴ The taxi companies operate out of five main service areas in the CBRM: Sydney, Glace Bay, New Waterford, Sydney Mines and North Sydney, though can accommodate passenger

¹² Data from email correspondence with Councillor Kendra Coombes and Jennifer Campbell, CBRM's Chief Financial Officer.

¹³ Transit Cape Breton. Riders' Guide. https://www.cbrm.ns.ca/images/Transit_Guide_-_march_2019.pdf

¹⁴ Data obtained from email correspondence on April 2 with Paul Burt, CBRM's Manager of Bylaws.

requests in any location in the municipality, and even beyond the municipality. In every service area aside from Sydney, there is a \$7 flat rate to travel within the service area. In Sydney, the fare is supposed to be metered, though often is more informally set. For individuals requiring transportation within their community, taxis offer a fairly cost effective and very convenient method of getting around, and are widely used by many residents in the CBRM without access to personal vehicle.

For trips outside of the service area, rates are much more costly using personal taxi. The Bylaw states that trips outside of the service area should be approximately \$1.15 / km. This translates into personal taxi flat rates between communities that are much more costly than within service area trips, such as New Waterford to Sydney a \$20 fare and Glace Bay to Sydney a \$25 fare. As a result, personal taxis, while convenient and accessible to all residents of the CBRM, can be cost prohibitive. This is especially true for low income residents who may require out of community transportation on a regular basis.

Taxis are also used by a variety of transportation seekers in the area, and the demand for their services can greatly fluctuate. For example, cruise ship passengers, individuals leaving the bar, income assistance recipients who receive cheques at a certain time each month, all cause spikes in demand and make it more difficult for timely and responsive service for others requiring taxis.

Community Connects

The Community Connects pilot is designed as a mechanism to fill the space between Transit Cape Breton's existing service and personal taxi service. The service will be middle cost for community-to-community transport in the CBRM: more expensive than Transit Cape Breton but less expensive than personal taxi. It will also be middle-of-the-road in terms of convenience and geographic scope. It will have more capacity to respond to demand in various geographic regions than the fixed route Transit Cape Breton lines, but less than a personal taxi request. It also will require greater coordination and flexibility from the rider than a personal taxi ride, but should be more convenient than most of Transit Cape Breton's longer distance routes.

Community Connects is an alternative that has emerged between the lower cost, less flexible Transit Cape Breton service and the higher cost, more flexible personal taxi service. When Transit Cape Breton runs a comparable route to something offered by Community Connects (e.g. Glace Bay to Sydney during regular business hours) we imagine that users will choose Transit Cape Breton as a lower cost alternative. When travelling within service areas, or if individuals from the same dwelling are going to the same location, we envision personal taxis continuing to be the best choice for users.

Community Connects will not try to duplicate these well established services. Instead, we will try to meet the needs of users who are currently being underserved by these models, such as those who require transportation that is reliable, flexible and affordable on an ongoing basis in order to maintain employment, education, and training in communities other than the one they live in. Throughout the pilot, Community Connects will also gather and share information with Transit Cape Breton and taxi owners to demonstrate how the service is being used in the pilot, and continue to investigate how more efficient divisions of transportation services and partnership can be explored moving forward.

5. Marketing the Community Connects Service

Approach for Marketing the Service

The Community Connects service is being initially marketed via four main channels: online presence, in-person community information sessions, partner networks, and media.

Online Presence

Community Connects online presence includes a website (mycommunityconnects.ca) and Facebook page (Community Connects). Both of these are still in development and will be launched to correspond with the in person community outreach sessions. The website will be available to offer basic information and contact details about the service, and the Facebook page will allow for Community Connects users to correspond with each other and the Coordinators.

In Person Community Information Sessions

In-person community information sessions are being held in five areas throughout the CBRM: Grand Lake Road (Mayflower Mall), New Waterford (Knights of Columbus Hall), Glace Bay (YMCA), Sydney (Crossroads Cape Breton), Sydney Mines (Community Cares Youth Outreach). These sessions will be co-hosted with CGS staff, the Community Connects Coordinators, and First Voice Lab Team participants. Many of our hosting partners for these sessions have also offered to promote the sessions through their own networks (e.g. the Manager of the Mayflower Mall has shared the information with the mall's 88 store managers). These sessions will provide partners and potential users the opportunity to hear more about the project, with some background about the TIL, as well as information on the Community Connects service. Information flyers will be handed out to all attendees at the community information sessions so that they can distribute this information within their own networks.

Partner Networks

In addition to online marketing and in-person community outreach, we have relied heavily on the networks that were already established in the TIL process to help us spread the word. Seventy TIL contacts and supporters were reached out to with information about the pilot service's launch. These included: Nova Scotia Works, Crossroads Cape Breton, YREACH - YMCA Centre for Immigrant Program, Cape Breton Regional Hospital, Eskasoni Employment Training Department, Cape Breton Centre for Immigration, Northside Economic Development Association, New Waterford Resource Centre, Parkland Retirement Home, Nova Scotia Community College, Boy It Forward, Cape Breton Community Housing, Townhouse, Adult Learning Association of Cape Breton, United Way, YMCA, Community Cares Youth Outreach, S2G Call Centre, Cape Breton University, Cape Breton Victoria Centre for Education, and Cape Breton Regional Municipality Mayor and Council.

Of this initial partner outreach, the following groups responded saying they wanted more information so that they could assist in sharing with their own networks:

- Mayflower Mall - 88 stores and 1000 employees;
- YMCA Employment Centres - 5 locations throughout the CBRM;

- Department of Community Services;
- United Way;
- Nova Scotia Works Employment Centres - they shared on their Twitter account which led to the Cape Breton Post reaching out;
- Cape Breton Centre for Immigration - they have an existing email list serve of 846 students and there will be an additional 600 new international students arriving in May;
- Adult Learning Association of Cape Breton - all of their staff sat in on a session about the service. They operate programs in New Waterford, Glace Bay, Sydney and Sydney Mines with roughly 75 current students;
- Nova Scotia Health Authority;
- Councillor Amanda MacDougall;

Media

Community Connects has been fortunate to receive some positive media attention. CBC Cape Breton ran a radio story about the community information sessions and launch of the service, and the Cape Breton Post and The Coast Radio have also reached out requesting an interview.

Response from Initial Marketing

While a great deal of marketing and target outreach remains to be completed in the next couple of weeks, throughout the initial marketing period, Common Good Solutions' staff have heard positive sentiments expressed from employers, partners and potential users about the service's launch. People are excited for the service to allow them to maintain employment and retain employees. An employer in Glace Bay spoke to the fact that they have only been able to hire within their community as it is too hard for people to afford to travel from other areas in the CBRM. They felt that having access to this service will allow them to widen their hiring reach. Some employers also spoke about the potential to consider subsidizing the seats further for employees to help cover the cost of travel with an affordable option like Community Connects. Support organizations have said this service will be very helpful to accommodate large group trainings that they run.

Some concerns expressed in response to the initial marketing and outreach are around the cost of the seat per user, and whether those who live in the rural parts of each community will not be able to be placed on a route. Overall, the sentiment was that this service would offer a critical stepping stone to allow individuals to overcome barriers around attaching to employment. Once people have worked enough hours or earned enough income, then they may be more able to afford multiple forms of transportation to meet their needs, thereby increasing their options.

The general sentiments gathered from the initial target outreach was that there would be a large number of students, especially international students, interested in using the service. This demand is only anticipated to grow as more students continue to arrive. The Mayflower Mall was also felt to be a large potential hub for this service, as the stores there are always hiring, and it is centrally located outside of a few different service areas, making it easier to access. And, lastly, those participating in employment readiness programs, and the organizations that support them to access these programs, will be a large potential customer group.

6. Risks and Assumptions

Mitigation of Risks

Regulatory Environment

As with most innovations, the Community Connects concept is new for the CBRM. As a result, there is some uncertainty around how this activity will fit in the existing legislative context and whether the legislative context may have to be changed in order to support this activity in the long term.

The topic of municipal regulation in relation to the pilot has been explored in great detail since July 2018, and frequent contact with the CBRM's Bylaws Department will be maintained throughout the entire testing period. With the approval of this document, and the terms of the service outlined within it, the CBRM Bylaws Department is providing their consent to move forward with the pilot under the current regulatory environment. Throughout the pilot, the Bylaws Department will be provided a monthly update to monitor the service and will be notified of any challenges of operating this service within the existing Bylaw. Their approval will be required for any adaptations to the pilot throughout the testing period to ensure these adaptations continue to fall within the Bylaw.

Engagement with the Taxi Industry

The taxi industry in the CBRM currently serves many low income residents. Their services are paid for by individuals, sometimes through partner organizations and government arrangements. All taxi owners will be welcomed to become a Community Connects service provider, offering an opportunity to continue to serve the same customers--and additional customers who could otherwise not afford to pay--by incorporating a different model. Upon receiving this document, and the final pilot terms of operation outlined within it, each taxi owner will be invited to participate and will make their own determination about whether it makes sense for their business to offer the Community Connects service in addition to their regular taxi service. An additional risk regarding taxi providers is that too few of them will choose to participate in the prototyping phase to successfully offer the Community Connects service. In order for the Community Connects program to work, the model must be proven over the test period to taxi owners, as well as to users, to build up their confidence in the viability of the new system.

Addressing Gaps in Organizational Capacity

Providing a point-to-point transportation service differs from existing transportation services in the region in that the efficient aggregation of rides requires a considerable amount of planning and coordination. Without the effective aggregation of riders, the business model will not be viable for operators and will be ineffective and unreliable for users. If these gaps in organizational capacity are left unaddressed they run the risk in undermining the potential of the service.

To mitigate this risk, and respond to strong requests from taxi owners, CGS staff have hired two Coordinators to oversee the coordination of the service during regular business hours seven days a week. The Coordinators will work closely with CGS staff and participating providers to ensure that the service is running smoothly and build the network's capacity for offering this type of service. This

type of human resource support, however, does make the design of the service for the pilot period less financially self-sustaining and more dependent on external resources to function.

Additional Barriers for Individuals Living in Poverty

While access to reliable and affordable transportation is an essential element to break the cycle of poverty, there are many other factors that prohibit or limit individuals in their struggle to move towards a greater standard of living. As a result of these additional challenges, even with some relief from transportation issues, individuals may still struggle to find success in a work environment, or may make the rational decision to remain on income assistance rather than move to employment.

We anticipate that during the monitoring and evaluation of the service we will hear about barriers that still exist for low income individuals as they transition to employment. For example, our Coordinators will be receiving calls when someone has to cancel their ride for work or school because of other life stresses, or may hear about other life barriers when doing an intake process with a potential user. We intend to collect this critical data and communicate it to relevant stakeholders, such as the Department of Community Services, so that they may consider how better to support individuals (re)entering the workforce. Over the course of the project, we also have built a large network of poverty reduction contacts, so, whenever possible, the Coordinators will seek to connect individuals in with supports that are available to help overcome the barriers they may be facing.

Project Assumptions

The TIL's prototyping phase is based on the following assumptions:

- Taxi owners will be interested in participating as Community Connects providers.
- With the right coordination and support, it will be possible to aggregate rides to make the Community Connects service affordable for users and financially sustainable for providers.
- There are enough individuals earning low incomes, without adequate transportation access, and interested in employment and skill-building opportunities to sustain the Community Connects service in the CBRM at a profitable service level.
- The \$1.15 / km rate set by the CBRM Bylaws Department for personal taxi fare outside of service areas is a fair and sustainable rate for taxi drivers and companies.
- Community Connects service providers will be able to offer a service that provides reliable, accessible, affordable transportation that eligible clients will want to use.
- The CBRM staff and Council are willing to meaningfully partner with the TIL to ensure the testing period is able to be carried out without interruption and with support from the local municipality.
- Taxi owners and operators who choose not to participate in the Community Connects service will respectfully allow other providers to participate.
- The service that is built during the pilot period, if successful, will be maintained and supported following the pilot, either through greater efficiency and sustainability in the model, opportunities for further partnership, and / or continued investment from provincial partners.
- The Community Connects service is a supplementary and unique service that will not negatively impact Transit Cape Breton and the personal taxi industry in the CBRM.

7. Evaluation and Monitoring

Due to the critical role that gathering information and feedback plays in the testing period, all Community Connects providers and users will only be allowed to participate in the testing period if they agree to participate in the evaluation. This information is required by CGS and the Coordinators to understand how to adapt the service over the test period, by the province to understand the effectiveness of the service they are supporting, and the CBRM's Bylaws Department to ensure that the service is being used for its intended purpose.

Formative (Ongoing) Evaluation

The Coordinator role will be essential to ensuring that the correct monitoring data is being collected throughout the pilot period. This is the formative or ongoing evaluation. The Coordinators will be the on-the-ground, frontline contact for users of the Community Connects service and will be the only ones interacting on a daily basis with users and service providers. To assist the Coordinators in their collection of ongoing information, a technology solution is being developed. It is a modified version of GetSwift, which will help the Coordinators store information, such as user profiles, route requests, and viable routes. This software has the ability to generate reports that will help us aggregate ongoing data to create summaries of day-to-day activity. Whatever information the technology software is not able to capture, our Coordinators will record manually. A summary of the formative evaluation information will be generated each month and provided to various stakeholders and core team members, such as: the CBRM's Bylaws Department, Department of Community Services, Department of Communities, Culture and Heritage, Transit Cote Breton, the Local Advisory Committee, the Lab Team, taxi owners participating in Community Connects, etc.

Formative Evaluation Methods

- GetSwift Reports:
 - User profiles - with intake information (see Appendix B);
 - Information on ride requests - number, location, time, frequency;
 - Information on routes built - Number of users, pick up locations, drop off locations, time period for route, providers contacted to see if they would be willing to take the route, providers who accepted the route; number of return routes serviced by the same company or a different company;
 - The linking of user profile data to route data (e.g. the number of users requesting routes or assigned to routes who are using the service to get to work vs. to school; the number of users assigned to a route who were not working previously).

- Coordinators' Collected Information:
 - The total number of information inquiries received;
 - The number of times contacted by existing users to change or cancel a booking;
 - Once a month one-on-one call with the taxi owners participating in Community Connects to determine: how the service is working for them; how their business is doing; whether drivers are satisfied; cost structure for operation; new partnership or customer opportunities; interaction with other cab companies; new drivers and turnover of drivers; new vehicles; volume of requests or service; challenges with the regulatory environment;
 - Revenue per km on all routes;
 - Per-provider revenue for successful routes (not including no show revenue);

- Number of no shows and cost to the program;
 - Incidences or challenges with the program;
 - Average number of interactions per booking with users and with providers;
 - Monthly e-survey sent to various project stakeholders to gather their feedback on the service and collect feedback they may have gathered from users or providers (e.g. institutional, government or employer partners, CBRM Bylaws, Municipal Councillors);
 - Any adaptations to the program - date adaptation was implemented; type of adaptation; reason for adaptation
- Feedback Call-in Line:
 - The number and nature of calls, texts, or emails received on the feedback line to gather comments, suggestions, complaints, satisfaction of users, drivers, partners, etc. about the service on an ongoing basis.

Summative (Final) Evaluation

In addition to ongoing formative evaluation, CGS will also look to complete a summative (final) evaluation at the end of the evaluation period. The data from this summative evaluation will be gathered in the month of September. This evaluation will include qualitative methods such as interviews, focus groups, surveys, etc. to understand how the testing period felt for participants and providers and what kind of impact they observed this service having on their lives. This summative evaluation will be done with the main stakeholders of Community Connects, such as: the CBRM, transportation users, employers, organizations, providers. Guided by CGS, the Coordinators and Lab Team members will play a central role in the collection of information for the final evaluation. The evaluation techniques used during the final evaluation will be refined through the ongoing project evaluation process. Some initial thoughts on evaluation techniques that will be used to gather final evaluation data are below.

Summative Evaluation Methods (Anticipated)

- One-on-one interviews with all Community Connects taxi owners to gather information on their overall experience in the pilot;
- Large advertising push regarding the feedback call in line - to have users, drivers, partners, call in to provide final and overall feedback on the pilot period;
- Phone interviews and online surveys for users - including those booked on routes, those who put in requests and never got booked on a route, those who stopped using the service, etc.;
- Online survey for partners (institutional, government, community, and employer partners) - to gather feedback from their own perspective as to the spin off impacts from the pilots (e.g. decrease in costs, increase in efficiency, decrease in staff time spent on HR or transportation-related matters, stronger attendance and maintenance of students and workers, etc.);
- Focus group with Lab Team to determine the impact on them, and their work, if applicable, on being a part of the pilot and discussion on next steps for the program;
- Focus group with Local Advisory Committee to determine the impact on them, and their work, on being a part of the pilot and discussion of next steps for the program;

- Aggregated and cross-referenced data from Getswift and Coordinator reports - as described above in the formative methods section;
- One-on-one interviews with Community Connects Coordinators to determine the impact on them of being a part of the pilot, and their overall feedback about the effectiveness of the pilot, remaining challenges with the program, and recommendations for next steps

8. Financial Analysis

Projected Revenue per Projected Route

Per Kilometer Rate Route Estimates

Users on Route	Revenue Generated (\$)	Route	Route Estimate in km (diameter of most densely populated region in service area plus distance to next service area)	Per km revenue (\$/km)	CBRM Taxi Bylaw per km rate for personal taxi fares outside of the service area (\$/km)	Difference between CBRM Bylaw rate and projected Community Connects revenue (\$/km)
4	28	Glace Bay to Sydney	24.9	1.12	1.15	-0.03
4	28	New Waterford to Sydney	22.9	1.22	1.15	0.07
4	28	New Waterford to Glace Bay	19.9	1.41	1.15	0.26
4	28	North Sydney to Sydney	23.7	1.18	1.15	0.03
4	28	Sydney Mines to Sydney	29.4	0.95	1.15	-0.20
4	28	Sydney Mines to North Sydney	8.4	3.33	1.15	2.18

*See Appendix D for data on variables and route distances.

The above table represents the financial model that the Community Connects service is based upon. As this is a poverty reduction initiative, the intent is to balance the revenue needs of the service providers and their staff with the affordability requirements for the users. Column six (from the left) represents the per km revenue that taxi providers are permitted to collect under the existing Taxi Bylaw for personal taxi trips that travel outside of a service area. It is our aim to try to build Community Connects routes that produce similar per km rates for providers. Relative to a traditional taxi service, customer volume will increase while the cost to each customer will decrease, thereby maintaining per km revenue at the \$1.15 rate / km that has been decided by the CBRM Bylaws Department as fair value for customer, driver, and company.

As described above in Section 2, the per km revenue rate for each potential Community Connects route will be monitored as requests come in, which will help the Coordinators know when they can launch a new route. It will also be very important information to collect throughout the pilot to gather data on whether the cost for the service may be too high or too low.

Revenue Distribution

During the pilot phase of the Community Connects service, all revenue generated from the service will go directly to taxi providers. Based upon the \$1.15 / km rate for routes, the analysis below is an estimate of revenue distribution per km of use for the service.

Per km Revenue Distribution			
Estimated Per km Revenue	Gas and Vehicle Maintenance (Province of NS 2018 mileage rate based on fuel average and vehicle maintenance)	Driver Commission (50% of net after mileage)	Company Takeaway, including company overhead and profit
1.15	0.4415	0.35425	0.35425

This means that on every Community Connects route, drivers can expect to earn roughly \$0.35 / km to cover their time, and companies can expect to earn \$0.35 / km to cover overhead and generate profit. This means that on an average route, as determined by the fourth column from the left in the Projected Revenue per Projected Route table, of 21.5 km a driver would earn \$7.5 and the taxi company would earn \$7.5.

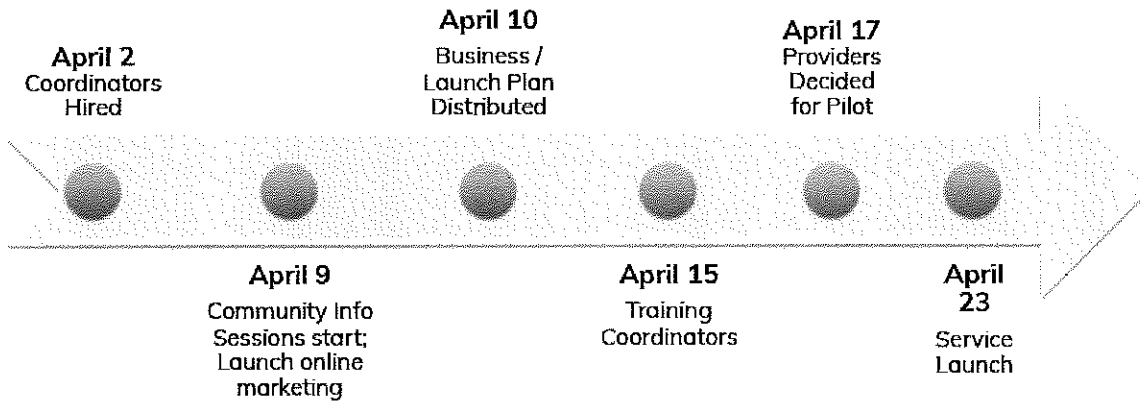
Estimated Cost Overview for Pilot

The table below shows an estimate of the major costs for the pilot broken down by the party responsible for covering the expense. All of the initial launch costs to develop the service and the vast majority of the pilot overhead will be covered by the Province for the pilot period. Taxi companies will be responsible for covering driver and vehicle costs, as well as costs for their own overhead.

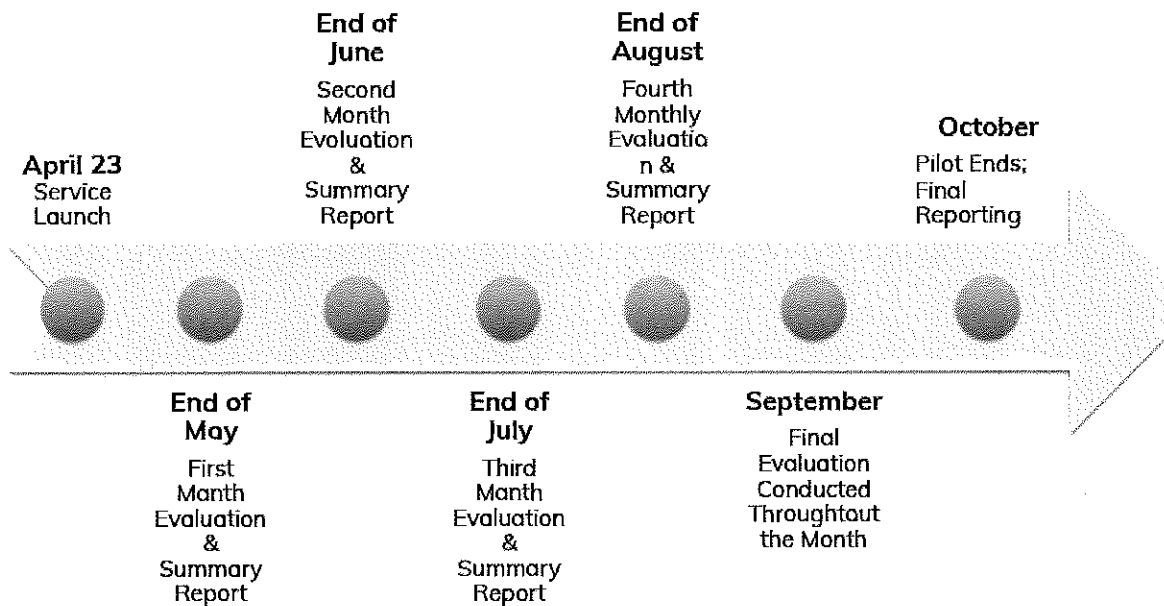
Item	Covered By
Coordinators' Salaries	Province of Nova Scotia
Phone Line	Province of Nova Scotia
Tech Development and Hardware	Province of Nova Scotia
Common Good Solutions' Project Management & Evaluation and Monitoring	Province of Nova Scotia
No Shows	Province of Nova Scotia
Marketing of Service	Province of Nova Scotia
Fuel	Taxi Company
Vehicle Maintenance	Taxi Company
Driver Salary / Commission	Taxi Company
Taxi Company Overhead	Taxi Company

9. Launch and Pilot Timeline

Launch Plan Timeline



Community Connects Pilot Timeline



Appendices

Appendix A: Provider Agreement

Provider Agreement

As a provider of the Community Connects program I agree to the following terms of service:

- 1) Contact the Coordinator at least one week in advance if you do not want to continue servicing an ongoing route that has been assigned to your company.
- 2) Contact the Coordinator if your drivers can no longer service a route at least one week in advance of the change. If a participating company does not show up for an assigned route three times and has not contacted the Coordinator, they may be ineligible to continue.
- 3) Report all no shows to the Coordinator within one business day of the no show occurring so the Coordinator can follow-up in a timely manner to determine cause. If a no show is not reported within one business day of its occurrence, it may be ineligible for reimbursement.
- 4) Respond to all Coordinator communication and inquiries within 24 hours.
- 5) Treat other taxi companies, passengers and staff working on the Community Connects pilot with courtesy and respect. If complaints are called in on a provider, the Coordinator will follow-up to investigate the complaint and inform the CBRM's Bylaws Department. The Coordinator reserves the right to disqualify service providers from participating in the pilot if they are found to be acting inappropriately.
- 6) Manage last minute changes in scheduling that will be called into the providers' dispatch service during the Coordinators off hour times. Report these changes to the Coordinator.
- 7) Provide relevant information to the Community Connects Coordinator and Camman Good Solutions' staff during a monthly one-on-one phone call to monitor the pilot and its impacts and agree to an end of pilot final interview to gather your final opinions.
- 8) Handle all payments for your services under the Community Connects program. Individual users will pay on an ongoing basis to drivers; institutional users may want to pay for large groups of users either through invoicing or via credit card.
- 9) Abide by all rules and regulations within the Cape Breton Regional Municipality's Taxi Bylaw.
- 10) Remain open to incorporating changes and adaptations to the service.

I have read, understand and consent to the above agreements outlined above to act as a provider for the Community Connects service.

Owners Name

Date

Owners Signature

Appendix B: User Intake Process

1. What is your full name?
2. What is the best way to reach you (phone, email, text)?
3. What is your address?
4. Where do you need to go with the Community Connects service (work, school)?
5. What is your position (if work)?
6. What is your required schedule for transportation?
 - a. Does this change or always stay the same?
7. Do you have any requirements about the type of vehicle that picks you up or any mobility issues?
8. Do you have additional transportation requirements that limit your ability to participate in school or work?
9. Do you know of any individuals who may need to travel to work or school at the same time as you that may be interested in getting in on the Community Connects route?
 - a. If yes, could you follow-up with these individuals and encourage them to call the Coordinator?
10. Were you working or in school previously?
 - a. If no, why not?
 - b. If yes, how were you getting to work or school?
 - c. How much were you spending on daily transportation to get to work or school?
 - d. How long did it take you to get there each day?
 - e. On a scale of 1 - 4, with 1 being very unreliable and 4 being very reliable, how reliable was your transportation?
11. Read through the User Agreement Form - explaining each point in detail.
 - a. Do you have any questions?
 - b. Do you consent?
 - c. A copy of the user contract will be mailed to them.

Appendix C: User Contract

User Agreement

As a user of the Community Connects program I agree to the following terms of service:

- 1) Contact the Coordinator at least 24 hours in advance with booking requests, or as soon as I know my schedule, so it is more likely to find a route for my request.
- 2) Contact the Coordinator, or my taxi provider in off hour times, as soon as I know about any changes to my booked route. The request for the change in schedule may or may not be able to be accommodated.
- 3) Contact the Coordinator, or my taxi provider in off hour times, at least one hour in advance to cancel a booking.
- 4) If you do not cancel a booking and do not show up for your pick up, this constitutes as a "no show". After three "no shows" a user will not be allowed to continue to use the service.
- 5) The Community Connects program is based on the sharing of rides with other users, so, being on time is very important to ensure the reliability of the service for all. Drivers will wait five additional minutes at your pick up location following your scheduled booking time. If you don't come out during that time period, they will leave and that ride will be counted as a "no show".
- 6) Treat all drivers, staff and passengers with respect. If verbal or physical abuse is reported by staff, passengers or drivers, the user will be ineligible for continued use of the service.
- 7) Unless your seat is covered by an organizational partner, all users are responsible for paying the driver the \$7 fare for their seat each and every ride.
- 8) As the Community Connects program is still in its testing phase, collecting information about the model is very important so we can continue to design the service. Users must be willing to share their comments and feedback on the service, and allow for the collection of information about your use of the service. Users will provide comments and suggestions on our ongoing call-in feedback line, and participate in a final phone interview or survey in September.
- 9) The Community Connects program is only guaranteed to run for the test period (April 2019 - October 2019). Other transportation plans should be made following September in the event that there is a gap in service delivery or the service ends after the test period.

I have read, understand and consent to the above agreements outlined above to use the Community Connects service.

User Name

Date

User Provides Verbal Consent

Staff who spoke with them

Appendix D: Variables and Route Distances for Financial Analysis

Variables	
User	1
Cost per User	7

Community diameter	km
Glace Bay	4.7
New Waterford	3.6
Sydney	6.3
North Sydney	2.1
Sydney Mines	2.7
*Represents most likely km required for pick ups	

Projected Distances Between Service Areas	km
Glace Bay - Sydney	20.2
New Waterford - Sydney	19.3
New Waterford - Glace Bay	16.3
North Sydney - Sydney	21.6
Sydney Mines - Sydney	26.7
Sydney Mines - North Sydney	5.7

Cape Breton Good Food Bus

—
Healthy food market on wheels

Food Access

- Access to affordable, healthy food is a barrier for many Cape Bretoners. Factors include:
 - Income
 - Transportation
 - Mobility issues
- There are many innovative, community-based models for improving food access, such as:
 - Cost-share Food Box Program
 - Meals on Wheels
 - Market Food Bucks Program (at Wolfville Farmer's Market)



Why a Mobile Food Market?

- Utilizes our existing infrastructure - physical and social
- Collaborative process connects CBRM to community organizations, building relationships for future initiatives
- Instills pride and builds capacity in communities served by market
- Addresses transportation and food insecurity issues
- Fun model! It is so much more than a market
- The Cape Breton MFM pilot is based on the successful Mobile Food Market in HRM



Cape Breton Project Team

Collaborative, highly motivated project team shares ownership of this initiative.

Partners include:

- CBRM Transit (Kathy Donovan)
- CBRM Recreation (Kirk Durning)
- Ecology Action Centre (Jody Nelson)
- New Dawn (Eric Leviten-Reid, Claire Turpin, Kathleen Whelan and Erika Shea)
- NS Health Authority (Beth Gillis)
- United Way of Cape Breton (Lynne McCarron and Jill Gardiner)
- Island Food Network (Jody, Eric and Claire)



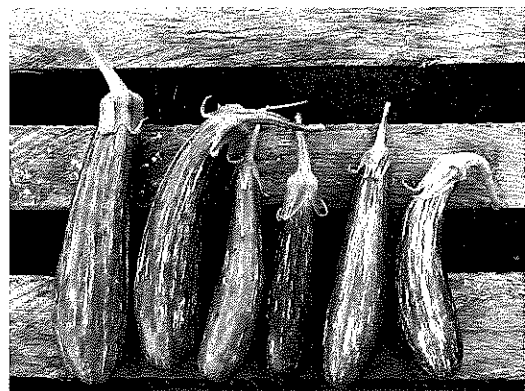
Good Food Bus Pilot

- 16 weeks: August-November
- Retrofitted Handi-Bus
- Bi-weekly service in 3 communities
- Pop-up markets on alternate weeks in other communities
- Community selection:
 - Community organizations will host market sites
 - Community health data used to determine communities with the greatest need
 - Public information session to inform and invite participation: Wednesday, June 5th, 6-8pm (where? details?)



What We Need

- In-kind contribution of Handi-trans bus that has been decommissioned (coming out of service)
- Continued collaboration with Transit and Recreation departments
- Attendance at upcoming Information Session: June 5th, 6-8pm, YMCA





CAPE BRETON REGIONAL MUNICIPALITY
"A COMMUNITY OF COMMUNITIES"

NOTICE – PUBLIC HEARING

Pursuant to Section 51(3) of the *Municipal Government Act*, the Council of the Cape Breton Regional Municipality has directed that a Public Hearing be held to deal with the *proposed sale of CBRM properties (approximately 13,800 square feet +/-) located on Pitt Street, Sydney Mines, to the Sydney Mines Volunteer Fire Department for one dollar for the purpose of future expansion and development..*

The particulars of the public hearing are as follows:

DATE: Tuesday, May 21, 2019
TIME: 6:00 pm
LOCATION: Council Chambers – 2nd Floor
Civic Centre
320 Esplanade, Sydney, NS

The estimated value of the subject properties is \$24,600.

Signed: Deborah Campbell Ryan
Municipal Clerk
May 4, 2019

7767011

Request from Sydney Mines Volunteer Fire Department – PID 15177132 and 15845829, Pitt Street, Sydney Mines, NS

Motion:

Moved by Councillor Prince, seconded by Councillor MacMullin, approval of option 1 outlined in the staff Issue Paper dated April 2, 2019, as follows:

1. To deem the property surplus and recognize the Sydney Mines Volunteer Fire Department's development proposal as an activity beneficial to the Municipality, and hold a Public Hearing with respect to the proposed sale to the Sydney Mines Volunteer Fire Department for \$1.00. Based on the Land Use By-law, the transaction would be subject to lot consolidation with existing land of the fire department and the developer obtaining a development permit for any work on the site.

Discussion:

- Issue paper did not include a staff recommendation;
- History of property.

Motion Carried.



CBRM

A Community of Communities

ISSUE PAPER

TO: Council and Mayor

FROM: Sheila Kolanko – Property Manager

SUBJECT: REQUEST FROM SYDNEY MINES VOLUNTEER FIRE DEPARTMENT – PID 15177132 AND 15845829
PITT STREET, SYDNEY MINES, NS

DATE: MAY 21ST, 2019

As presented to Council on April 2nd, 2019, Sydney Mines Volunteer Fire Department requested 2 parcels of CBRM land be transferred to the Fire Department for future expansion to their parking lot, relocation of an existing storage shed and improvement to the appearance of the property.

At that time, Council approved Option 1 in staff's Issue Paper dated, April 2nd, 2019:

Option #1: To deem the property surplus and recognize the Sydney Mines Volunteer Fire Department's development proposal as an activity beneficial to the Municipality, and hold a Public Hearing with respect to the proposed sale to SMVFD for \$1.00. Based on the Land Use By-law the transaction would be subject to lot consolidation with existing lands of the fire department and the developer obtaining a development permit for any work on the site.

I confirm notice of the public hearing was advertised in the Cape Breton Post on May 4th and May 18th, 2019. I further confirm our department has not been contacted nor have we received any complaint or objection from the community regarding the said request.

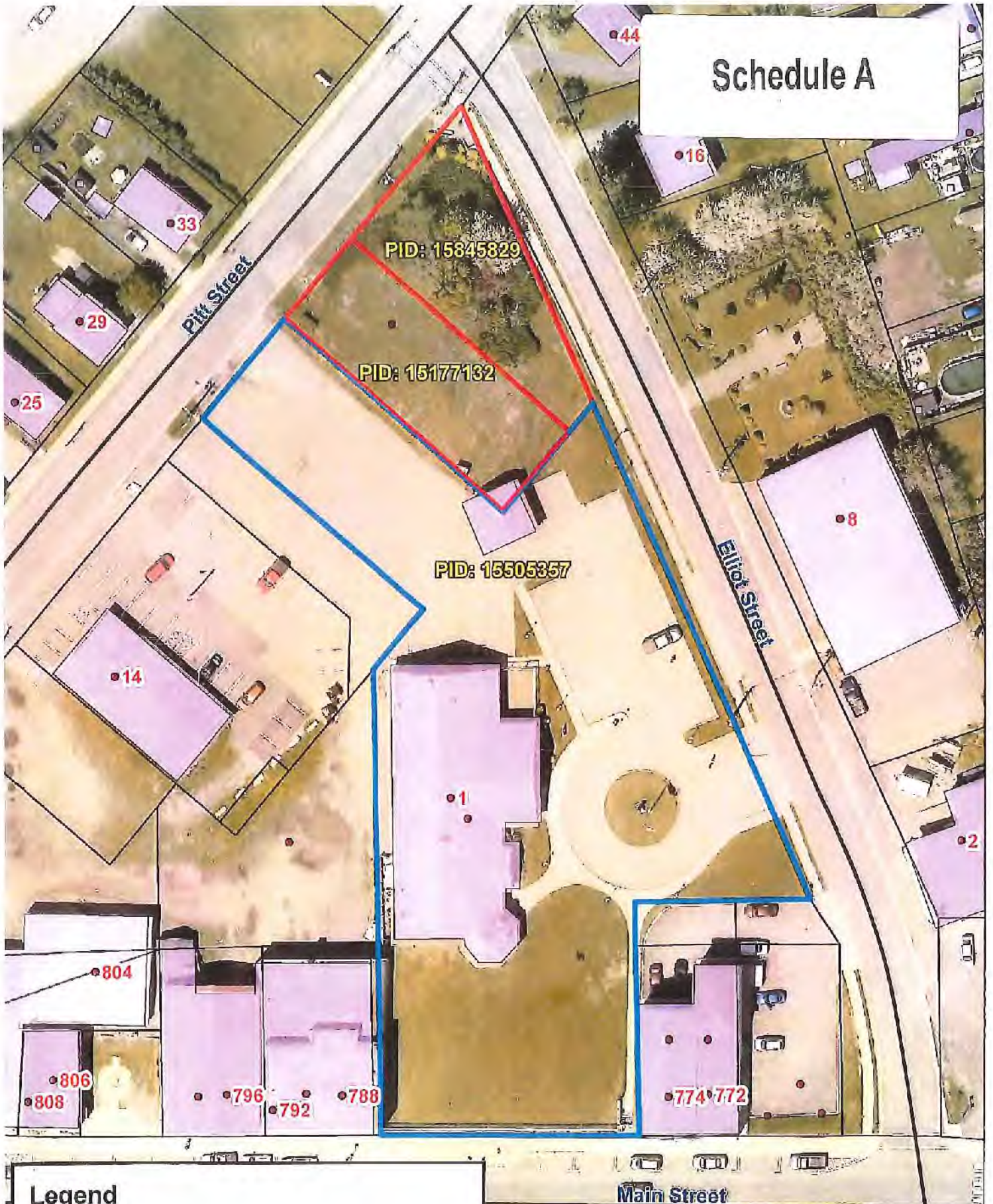
Staff is seeking a motion from council to approve the transfer of the property to the Sydney Mines Volunteer Fire Department as outlined above.

Respectively Submitted by:



ORIGINAL SIGNED BY

**Sheila Kolanko
Property Manager**

Schedule A



Legend

-  SMVFD (PID 15505357)
-  CBRM Property (PID 15177132 and PID 15845829)

70 35 0 70 Feet

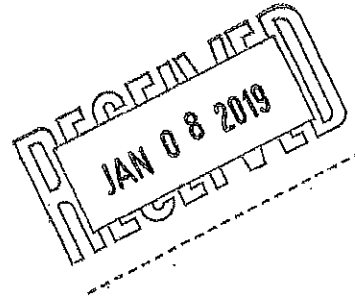
Schedule B

SYDNEY MINES FIRE DEPARTMENT

8 Elliott Street P.O. Box 55 Sydney Mines N.S. B1V 2Y4
Founded 1904

December 13, 2018

Ms. Shelia P. Kolanko
Senior Paralegal/Property Manager
Cape Breton Regional Municipality
320 Esplanade, Suite 401
Sydney, NS



Dear Ms. Kolanko

We, the members of the Sydney Mines Volunteer Fire Department, are interested in obtaining two parcels of land that once belonged to the late Joseph & Mary Frances MacIntyre of Pitt Street, Sydney Mines.

It is our understanding that the CBRM has acquired ownership of these two parcels - PIDs' 15177132 and 15845829. (Copy enclosed)

We would like the CBRM to donate these two parcels to our fire department to allow us to expand the parking lot to accommodate parking for patrons of the John J. Nugent Firemen's Centre. Also these lots could be used by members of the fire department while attending emergency calls of the department. This addition could allow us to relocate our existing storage garage to a more suitable and useful location on the requested properties.

Future plans would be to clean up and beautify that property by placing several park benches and shade trees at the corner of Pitt and Elliott streets. This acquisition would be a huge plus for our department and it is our hope that you will give this request favourable consideration.

Sincerely,

ORIGINAL SIGNED BY

John MacPherson
Deputy Fire Chief

ORIGINAL SIGNED BY

Charles Hawboldt
Secretary - Treasurer

c. P. MacCormick, Fire Chief

ATTACHMENT "C"

MUNICIPAL GOVERNMENT ACT

Sale or lease of municipal property

51 (1) A municipality may sell or lease property at a price less than market value to a nonprofit organization that the council considers to be carrying on an activity that is beneficial to the municipality.

(2) A resolution to sell or lease property referred to in subsection (1) at less than market value shall be passed by at least a two thirds majority of the council present and voting.

(3) Where the council proposes to sell property referred to in subsection (1) valued at more than ten thousand dollars at less than market value, the council shall first hold a public hearing respecting the sale.

(4) The council shall advertise the public hearing at least twice, in a newspaper circulating in the municipality, the first notice to appear at least fourteen days before the hearing.

(5) The notice of the public hearing shall include the date, time and place of the hearing, the location of the real property or a description of the tangible personal property, the estimated value of the property and the purpose of the sale.

ATTACHMENT "D"

CBRM PROPERTY MANAGEMENT POLICY

4.8 Sale To Non-profit Organizations

Section 51 of the Municipal Government Act enables the municipality to sell or lease property at a price less than market value to a non-profit organization if Council considers the organization to carry on an activity that is beneficial to the municipality. The procedures for this process to occur includes a public hearing respecting the sale of property if more than ten thousand dollars less than market value, and a resolution of council passed by at least two-thirds majority of the council present and voting.

Request for Road Closure – O’Toole Farm, Sydney Mines, Cape Breton Regional Municipality, NS (PID 15508997)

Motion:

Moved by Councillor Prince, seconded by Councillor MacMullin, approval of the following:

- That staff be directed to take all necessary steps pursuant to the *Municipal Government Act* to formerly close the undeveloped road reserves as depicted on the plan of survey attached to the staff report dated April 2, 2019;
- To deem the subject land surplus; and
- To transfer title to that portion of the undeveloped road reserves encompassing PID 15508997 to the present owner, Brian O’Toole.

Motion Carried.



CBRM

A Community of Communities

ISSUE PAPER

TO: Mayor and Council

FROM: Sheila Kolanko – Property Manager

SUBJECT: Request for Road Closure – O’Toole Farm
Sydney Mines, Cape Breton Regional Municipality, NS
PID 15508997

DATE: May 21st, 2019

As presented to Council on April 2nd, 2019, a request from Michael Tobin, solicitor for Brian O’Toole was received seeking to close undeveloped streets located within the boundaries of his client’s property as shown on the attached Plan of Survey showing certain boundaries of lands formerly referred to as the O’Toole Farm (Parcel B) and lands presently owned by the CBRM (Parcel A) – (Attachment A). The subject area is shaded in yellow for ease of reference. At that time council passed a motion directing staff to begin the process required for the closure of a public street.

Pursuant to the Municipal Government Act a public hearing is required at which time Council will hear those in favour and those opposed to the closing of the said undeveloped street. I confirm our department has not received any opposition to this request.

The road reserves subject to this Issue Paper were created by a registered plan prior to 1960. The former Town of Sydney Mines did not receive a deed for the road reserves. Engineering and Public Works has confirmed the road reserves were never developed. Their department has no issues with this request.

RECOMMENDATION:

It is the legal department's recommendation to council

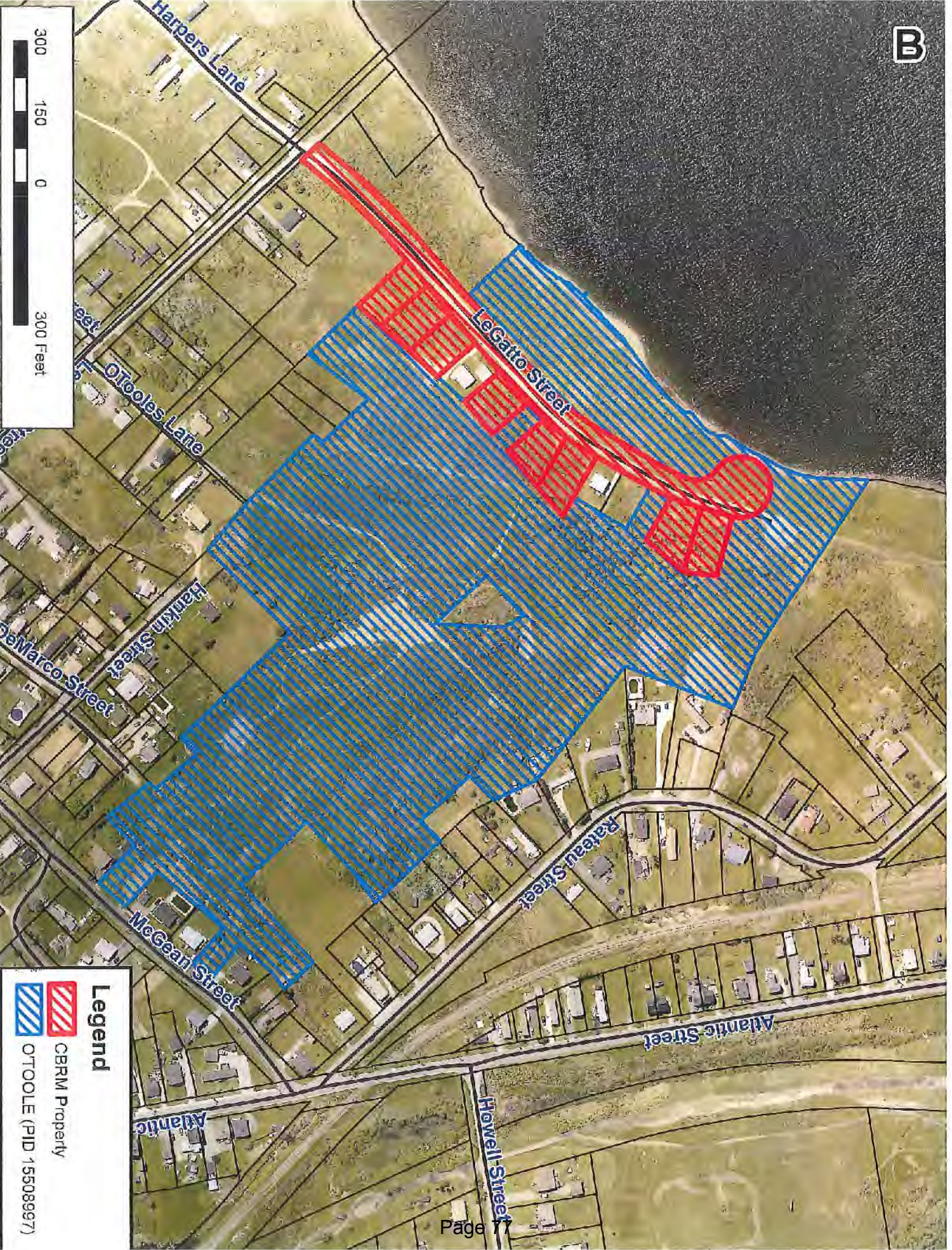
- To pass a motion to formerly close the undeveloped road reserves as depicted on the attached plan of survey;
- To deem the subject lands surplus; and
- To transfer title to that portion of the undeveloped road reserves encompassing PID 15508997 to the present owner, Brian O'Toole.

Respectfully submitted,

Originally Signed By

Sheila Kolanko
Property Manager

Attachment



Legend

O'TOOLE (PID 15508997)
CBRM Property

Zoning Amendment Application #1061 by Ken McPhee – Corner of Kimberly Drive and Harriet Street, Sydney River, for a proposed expansion to Keltic Furniture World

Motion:

Moved by Councillor Gillespie, seconded by Deputy Mayor Doncaster, that a recommendation be made to Council for approval to advertise notice of a Public Hearing to be held during the June meeting of Council to consider the Zone Amendment Application #1061 from Ken McPhee requesting the zoning on PID 15051733, corner of Kimberly Drive and Harriet Street, Sydney, be amended to allow for the proposed 60ft by 80ft expansion to Keltic Furniture World.

Motion Carried.



TO: General Committee

FROM: Karen Neville

**SUBJECT: ZONING AMENDMENT APPLICATION – 1061
Ken McPhee
Corner of Kimberly Drive and Harriet Street,
Sydney River**

DATE: April 26, 2019

Introduction

The Planning and Development Department has received a zone amendment application from Ken McPhee requesting the zoning on PID 1S0S1733 (Corner of Kimberly Drive and Harriet Street, Sydney River) be amended (Attachment A). The applicant has an agreement of purchase with the current property owner and is proposing a 60ft by 80ft expansion to Keltic Furniture World. This addition will be located to the west of the existing furniture store and will be used a retail space (Attachment B).

Why a zoning amendment is necessary for this development?

The site of Keltic Furniture World (PID 1S869936) is zoned Arterial Business Corridor (ABC), but the area of the proposed expansion is zoned Residential Urban C (RUC) [Attachment A]. While the ABC zone does permit furniture sales, the RUC zone does not. Part 10, Policy 17, of the Municipal Planning Strategy Policy (MPS) indicates Council may consider a zone amendment to a zone immediately adjacent. In this case, the zone requested is the ABC zone which is immediately adjacent to the RUC zone; therefore, the request is in keeping with the Part 10, Policy 17.

Evaluation

The area surrounding the property in question consists of a mix of residential and non-residential land uses. While Kings Road, which is the main access point for the existing furniture sales, is the main commercial corridors in Sydney River, Harriet Street is solely low density residential. It should be noted that, if Council approves the proposed zone amendment request, any development on the property would need to comply with the provisions of the ABC zone as well as all other applicable provisions of the CBRM Land Use By-law. The ABC zone has provisions related to screening of adjacent Residential Zones for new and expanding business development and accessory parking area. The Land Use By-law defines screen as:

a continuous opaque visual barrier formed by evergreen shrubs, trees, fences, masonry walls or any combination of these or like materials which effectively conceals the property which it encloses or the building, structure, or land use specified in a provision that references this definition.

The applicant has indicated screening measures will be installed running parallel along Harriet Street. This screening will be a combination of a privacy fence along with a row of evergreen shrubs. Compliance with the screening provisions will be evaluated when an application for a Building Development Permit is received.

Despite the fact Harriet Street is an unlisted road, it does receive maintenance from Public Works Central. As a result, Engineering and Public Works Central has been forwarded this application for their consideration and comments. The proposed addition could result in a new commercial access off Kimberly Drive. Notice of this application has been sent to the Department of Transportation and Infrastructure Renewal for comments because Kimberly Drive is a Provincial street. At the time this issue paper was prepared, no comments were received from Engineering and Public Works or Department of Transportation and Infrastructure Renewal. Any comments received from will be presented in future Issue Papers.

Given the large percentage of business development in the area, the fact that this is an expansion of an existing business, the screening provisions of the ABC zone, and the content of Policy 17, Part 10 of the MPS it is reasonable for Council to at least consider this zone amendment request.

Next Step

If Council agrees to schedule a Public Hearing at their May meeting, the earliest date a Public Hearing could be held would be during the June meeting of Council. Upon a decision of Council to schedule a Public Hearing, along with the required notices to be published in the Cape Breton Post, notice of this zone amendment application will be mailed to assessed owners of property in the vicinity of PID 15051733 encouraging them to contact the Planning and Development Department if they have any questions and of their opportunity to attend the Public Hearing.

Recommendation

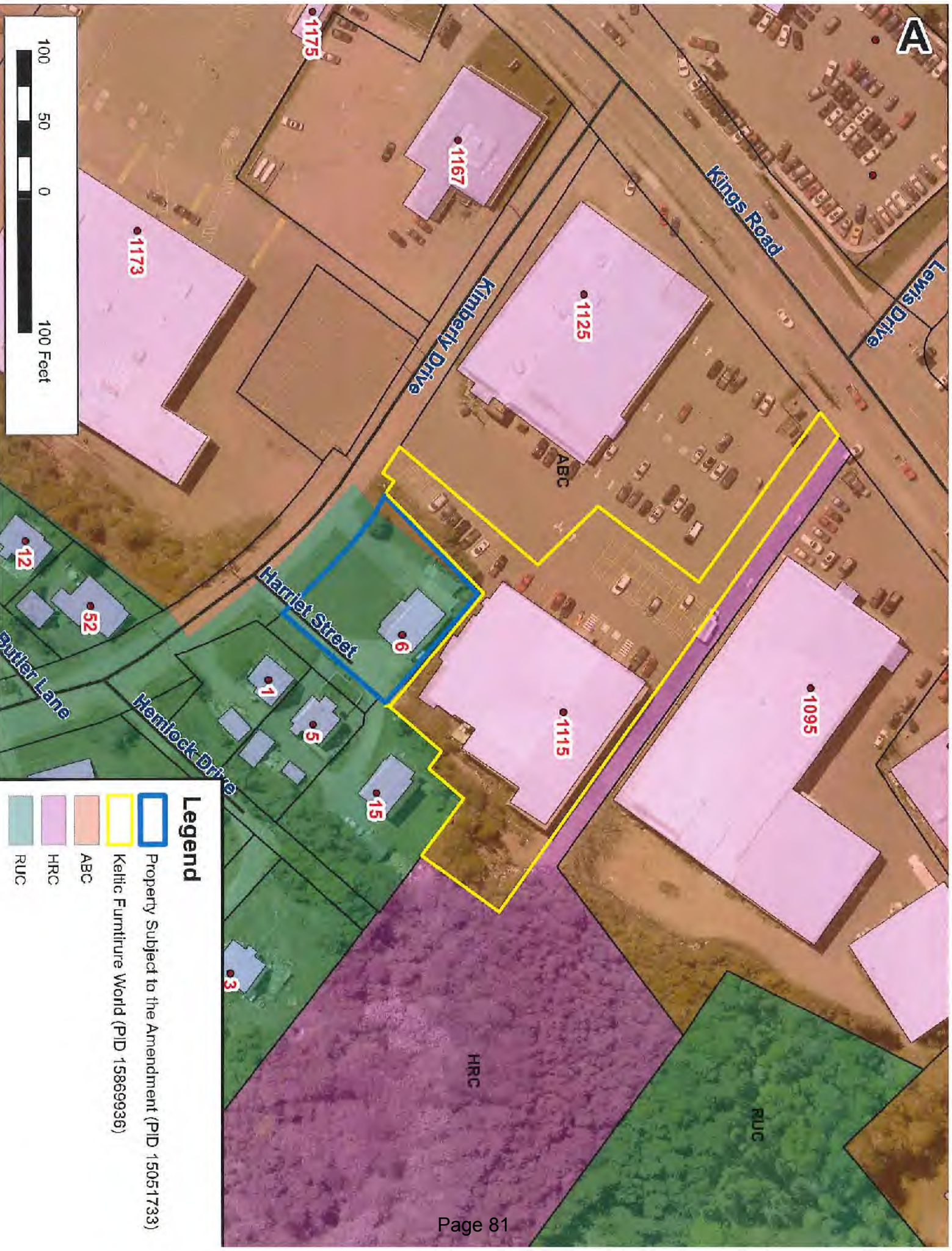
Based on Part 10, Policy 17, of the Municipal Planning Strategy Policy, it is reasonable for Council to at least consider the proposed amendment. I recommend the General Committee of Council request that Council pass a motion to schedule a Public Hearing to consider this zoning amendment application during the June meeting of Council.

Submitted by:

Originally Signed by

Karen Neville
Planning and Development Department

A



Legend

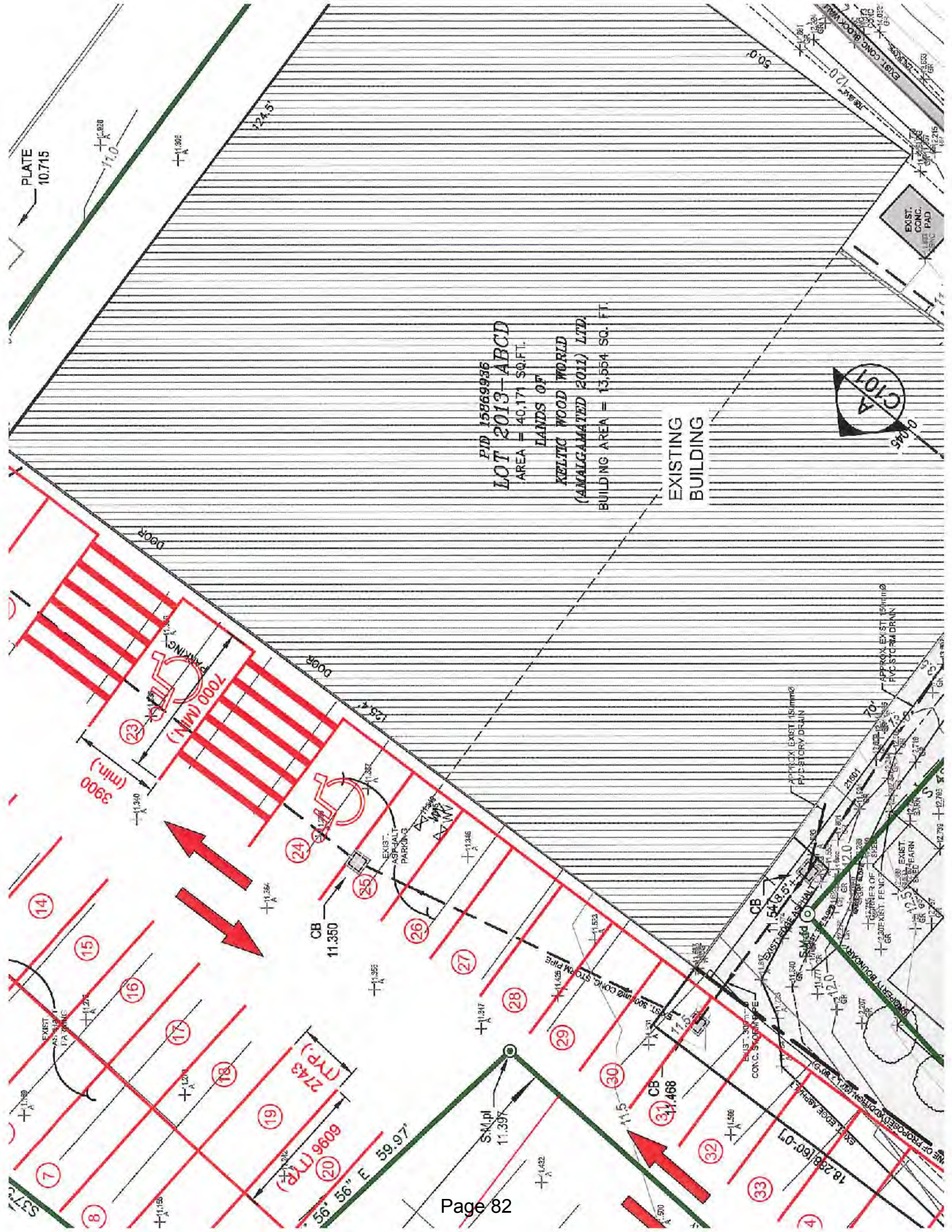
Property Subject to the Amendment (PID 15051733)

Keltic Furniture World (PID 15869936)

ABC

HRC

RUC



PID 15869986
LOT 2013-ABCD
 AREA = 40,171 SQ.FT.
 LANDS OF
KELTIC WOOD WORLD
 (AMALGAMATED 2011) LTD.
 BUILDING AREA = 13,554 SQ. FT.

EXISTING
 BUILDING

Update on Land Use By-law Text Amendment Application #1045 Keltic Drive Business Corridor (KBC) Zone – Nicole Campbell

Motion:

Moved by Councillor Coombes, seconded by Councillor Marshall, that a recommendation be made to Council to permit a review of Application #1045 Keltic Drive Business Corridor (KBC) Zone to permit boarding of animals as of October 2019 which can include a Public Participation Program.

Motion Carried.



MEMO

To: General Committee

FROM: Karen Neville

**SUBJECT: UPDATE ON LAND USE BY-LAW TEXT AMENDMENT
APPLICATION – 1045
Keltic Drive Business Corridor (KBC) Zone
Nicole Campbell**

DATE: April 25th, 2018

On June 26, 2018, Council passed the following motion for Application 1045 (PID 5199870) Keltic Drive Business Corridor (KBC):

Moved by Councillor Bruckschwaiger, seconded by Councillor Marshall, to approve the text amendment to permit only animal sitting establishments (not kennels) throughout the Keltic Drive Business Corridor (KBC), and to bring the issue back to Council after one year for review in terms of future operations.

The applicant has notified the Planning and Development Department that they are now interested in pursuing boarding of animals (i.e. kennel) at this location.

Staff is requesting direction from the General Committee of Council on how to proceed with the above motion.

Submitted by:

Originally Signed by

**Karen Neville
Planning and Development Department**

Nominating Committee Selection Process for Citizen Appointments

Motion:

Moved by Councillor Eldon MacDonald, seconded by Councillor Gillespie, to approve the Nominating Committee selection process for citizen appointments as outlined in the staff report of March 8, 2019, and that the procedure be incorporated into the RC4 Committees Policy to be brought back to the May Council meeting for ratification.

Motion Carried.



M·E·M·O

To: CBRM Council
From: Deborah Campbell Ryan, Municipal Clerk
Date: April 3, 2019
Subject: Proposed Amendments to RC4 Committees Policy re: Selection Process for Citizen Appointments

At the April 2, 2019 meeting of Council, a motion was passed approving the following selection process for citizen appointments, and that this procedure be incorporated into the RC4 Committees Policy:

- While the meetings of the Nominating Committee are open to the public, the proceedings will not be live streamed or videotaped when dealing with citizen appointments.
- The background information for the applicants will not be attached to the public agenda.
- A matrix of the applicants identified by name and number, noting their qualifications and experience in the related field, will be provided to the Nominating Committee.
- Discussion by the Committee will be non-specific, referring to the candidates by number and not by name.
- Recommendations to Council will refer to the candidate number, and once the citizens have accepted the positions and any required background checks have been completed, their names will be released at a subsequent open meeting.

To that end, attached is the RC4 Committees Policy with the proposed amendments highlighted in yellow.

Continued...

RECOMMENDATION:

That Council pass a motion approving the amendments to the RC4 Committees Policy relating to the selection process for citizen appointments to Committees as presented.

Original signed by:

**Deborah Campbell Ryan,
Municipal Clerk**

Attachment

**Current Policy with
Proposed Changes
in Yellow**

CAPE BRETON REGIONAL MUNICIPALITY

Resolution RC4

COMMITTEES

1. Standing Committees

The following standing committees shall be appointed every two years:

Fire and Emergency Services Committee
Audit Committee
Heritage Advisory Committee

2. Police Commission

Some members of the CBRM Council will also be sworn as Police Commissioners for a two year term. The Police Commission will act autonomous of Council and will carry out the prescribed responsibilities as outlined in the Cape Breton Regional Municipality By-laws governing the operation of its Police Commission and the Nova Scotia *Police Act*. The Commission shall meet on a quarterly basis (i.e. March, June, September and December), with the proviso that a special meeting could be called by the Chair should a pressing issue arise. (Police Commission February 25, 2014). The Chair shall be selected by the Commission at the December meeting for a term of two consecutive years. The Chair shall also represent CBRM on the Nova Scotia Association of Police Boards.

3. General Committee

Following a trial period utilizing a Committee of the Whole system, the General Committee replaced the Protective Services, Public Services, Water Utility, Planning Advisory and Corporate Services Committees (Council - February 19, 2013). General Committee membership is comprised of all members of Council and chaired by the Mayor. The General Committee was empowered with certain decision-making powers as per Section 23(1)(c) of the *Municipal Government Act* (MGA) (Council – April 16, 2013). The delegated powers include:

- a. Declaring CBRM property as surplus to the needs of the Municipality in accordance with the CBRM Property Management Policies;
- b. Building Inspection;

-
- c. Development;
 - d. Animal Control
 - e. Non-service delivery revenue i.e. licenses, permits, etc.
 - f. Public Works;
 - g. Engineering;
 - h. Transit;
 - i. Solid Waste Collection and Disposal;
 - j. Parks and Recreation;
 - k. Oversight of the CBRM Water Utility operation, including Regulatory Responsibility, Service Procedures, Rate Structure, Budget Preparation for Council consideration, and recommendations on Capital Projects;
 - l. will make decisions on all issues pertaining to the legislative branches of government, including:
 - i. The Chief Administrative Officer's Department
 - ii. The Clerk's Department
 - iii. Solicitor
 - iv. Finance Department
 - v. Human Resources
 - vi. Economic Development Initiatives
 - m. Issues relating to fiscal services;
 - n. Oversight of the business operation of Centre 200 and the Northside Industrial Park;
 - o. Advise the Council in the preparation, amendment or revision of planning strategies, land-use by-laws, and subdivision by-laws and on land use matters generally, and to carry out the functions of a Planning Advisory Committee pursuant Sections 200-203 of the *MGA*;
 - p. The General Committee will report to Council periodically during the year concerning:
 - financial status, actual vs. budget
 - to seek approval for deviation from approved policy
 - departmental performance issues.

4. Residual Power

In recognition of the ultimate power of the Council, especially on occasions when it would be prudent to retrieve an issue from the General Committee, CBRM Council reserves the right to require an issue to be returned to Council in formal session.

5. Committee Chair

The position of Chair of each standing committee shall be rotated annually unless otherwise directed in this or another CBRM Policy.

6. Policies, By-Laws and Budgets

Council shall approve policies, by-laws and budgets for each of its standing committees which will govern the action of the standing committees.

7. Members of Standing Committees

Except when otherwise provided by these By-laws or any statute, all standing committees consist of a minimum of three councillors who shall be appointed for a two year term. It shall be a guideline to strive for at least one half of the membership of committees to rotate off every second year to maintain continuity.

8. Mayor

The Mayor is an ex-officio voting member of all Committees except the Audit Committee and the Police Commission.

9. Special Committees

- (1) Special or select committees may be appointed on motion, by recorded resolution, at any time.
- (2) Upon presenting its final report to Council on matters referred to it, a special or select committee is dissolved.

10. Citizen Advisory Committees

The Council may from time to time appoint citizen advisory committees to advise the Council on the subjects and at the times set out in the resolution establishing the committee.

11. No Additional Remuneration

No member of a committee is entitled to remuneration for serving on the committee.

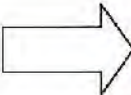
12. Nominating Committee

(1) At the first regular meeting of Council held, after the Election, and at the first regular meeting of Council held in October and every two years thereafter, the Council shall appoint, or authorize the Mayor to appoint, the Nominating Committee. The Committee shall consist of the Mayor and at least five (5) Councillors.

(2) Upon appointment, or soon thereafter, the Nominating Committee shall convene and nominate persons to serve for the next two years on the standing committees and external agencies/committees.

(3) The Nominating Committee shall also meet as required to deal with citizen appointments and any vacancies on Committees.

(4) With respect to the appointments of citizens to Committees, the following selection process shall be used:

- 
- While the meetings of the Nominating Committee are open to the public, the proceedings will not be live streamed or videotaped when dealing with citizen appointments.
 - The background information for the applicants will not be attached to the public agenda.
 - A matrix of the applicants identified by name and number, noting their qualifications and experience in the related field, will be provided to the Nominating Committee.
 - Discussion by the Committee will be non-specific, referring to the candidates by number and not by name.

- Recommendations to Council will refer to the candidate number, and once the citizens have accepted the positions and any required background checks have been completed, their names will be released at a subsequent open meeting.

(5) The Council may ratify the report of the nominating committee or may substitute the name of any person instead of the person nominated by the committee.

13. Non-Committee Council Members

Council members not serving on Committees will not be permitted to participate in the Committee debate or the vote, but are authorized to make comments, presentations and participate at Committee meetings.

14. Committee Procedure

(1) Unless otherwise determined by statute or by-law, the members of a committee shall at their first meeting following the appointment of the committee choose a chair and a vice-chair from among their number.

(2) The Clerk shall call the first meeting of any committee after its appointment on the request of the Mayor or a majority of the members of the committee.

(3) The procedures to be followed by any committee are those prescribed by the rules of order resolution.

(4) A majority of the members of a committee is a quorum.

(5) All meetings of a committee are public except meetings to discuss matters related to personnel, land acquisition, legal opinions and other similar matters as outlined in Section 22(2) of the Nova Scotia *Municipal Government Act*.

15. Vacancies in Committees

(1) A councillor appointed to a committee ceases to be a member of the committee upon ceasing to be a councillor.

(2) The Council may by majority vote remove any member from a committee, remove any committee, or remove any member of a board or commission appointed by the Council.

(3) The Council shall fill any vacancy occurring in any committee or with respect to any person appointed by the Council as soon as practicable after the vacancy occurs.

16. Council Authority

The Council may confirm, alter, modify or annul any act, requirement or direction of any committee.

17. Committee Reports

- (1) The report of a committee shall be in writing and signed by the Chair.
- (2) When there is a difference of opinion among the members of the committee, the minority may report their views in writing to the Council, if they see fit.

18. Duties of Standing Committees

It is the general duty of all standing committees:

- (a) to report to the Council from time to time, whenever desired by the Council and as often as the interests of the Regional Municipality may require, on all matters connected with the duties imposed on them;
- (b) to carry out action in relation to those matters connected with their duties as may be deemed necessary;
- (c) to draft and introduce for Council consideration and adoption of the by-laws, policies and budgets necessary to empower Committees to carry out their mandate;
- (d) to consider and report on any and all matters referred to them by the Council or the Mayor;

19. Fire and Emergency Services Committee

The Terms of Reference for the Fire and Emergency Services Committee is as follows: (Council - August 19, 2014):

Mission

The mission of the Fire and Emergency Services Committee is to manage community risk through a system of engineering, enforcement, education and consultation; and to provide a standard of emergency response meeting the defined needs of the CBRM.

Committee Structure

The Committee shall consist of five (5) members of Council. The Deputy Mayor is to serve as Chair with the annual election of a Vice Chair. Half of the Committee members are replaced every two years to maintain Committee continuity.

Committee Duties

The Committee is to report to Council, carry out the requests of Council, conduct research, create draft bylaws, policies and budgets for Council's consideration, and provide an annual report to Council on the state of service delivery including recommended service direction.

Areas of Responsibility

The Fire and Emergency Services Committee will accomplish their mission through their oversight and recommendations to Council pertaining but not limited to the delivery of:

1. Registration of Fire Services;
2. Registration of Emergency Service;
3. Volunteer Support;
4. Fire Service Operations;
5. Fire - Emergency Services;
6. Fire Service Prevention;
7. Fire Service Training;
8. Emergency Management; and
9. Budget.

Proposed Meeting Schedule

Meetings will be held **bi-monthly** or more frequently as determined by the Chair. When possible, meetings will be held on the second Wednesday of the month commencing at 10:00 a.m.

20. Audit Committee

The Audit Committee shall be appointed in accordance with the provisions of the Audit Committee Policy to perform the duties and exercise the powers prescribed by the Audit Committee Policy in accordance with the *Municipal Government Act*.

21. Heritage Advisory Committee

The Heritage Advisory Committee shall be appointed in accordance with the provisions of the Heritage Property By-Law to perform the duties and exercise the powers prescribed by the Heritage Property By-Law and the *Heritage Property Act*.

22. Pension (Retirement) Committee

The Pension (Retirement) Committee members shall be appointed in accordance with the provisions of Section XIII of the Cape Breton Regional Municipality By-law Respecting Pension Plan to perform the duties, exercise the powers and report to Council as prescribed in the said By-law.

23. External Agencies and Committees

While Council supports the efforts of external agencies and committees within CBRM and acknowledge the exemplary service provided to the community, it is the Policy of CBRM that direct representation by Council members will not be provided, with the exception of the following organizations (or by future motion of Council), to which the required number of Councillors will be appointed for a two year term unless otherwise stated:

- Cape Breton Regional Library Board (3 members);
- Pitu'paq (one member);
- Nova Scotia Solid Waste-Resource Management Regional Chairs Committee (one member);

Members of Council are at liberty to offer their service to community organizations as a citizen of the Municipality (Council - June 18, 2013).

24. Appeals Standing Committee

The Terms of Reference for the Appeals Standing Committee shall be as follows:

Purpose:

- a. The purpose of the Appeals Standing Committee is to provide a single forum for the hearing of certain appeals of decisions by staff of the Municipality and other duties as assigned.

Composition:

- b. The Appeals Standing Committee shall consist of all members of Council.
- c. The Mayor will be the Chair and the Deputy Mayor will be the Vice-Chair of the Appeals Standing Committee.

Duties and Responsibilities:

- d. To hear appeals as delegated to the Committee by the Council, including appeals in accordance with the dangerous and unsightly premises provisions in Part XV of the *Municipal Government Act*; appeals in accordance with the CBRM Taxi By-law (as authorized under Section 305 of the *Motor Vehicle Act*); and to issue demolition orders in accordance with the dangerous and unsightly premises provisions in Part XV of the *Municipal Government Act*.

Administration and Procedures:

- e. The Appeals Standing Committee shall meet as required to fulfil its duties and responsibilities, and within sixty (60) days from the date the Clerk is in receipt of:
- an appeal of a decision of staff; or
 - a Notice of Staff Intent to Request an Order to Demolish; or
 - a request by an owner to appear and be heard pursuant to Section 346(3) of the *Municipal Government Act*.
- f. While the meetings of the Appeals Standing Committee are open to the public, the proceedings will not be live streamed or videotaped, and the background information for the agenda items will not be posted on the CBRM website.

Approved by Council August 1, 1995

As amended by Council:

- **May 21, 1996**
- **Occupational Health and Safety Committee deleted as per motion of Council**
- **December 17, 1996**
- **November 28, 2000**
- **December 18, 2001 (quorum at Planning Advisory)**
- **February 17, 2004 (creation of Water Utility Committee)**
- **March 11, 2005 (various amendments)**
- **January 19, 2010 (re: Police Commission)**
- **October 20, 2015 (General Committee and other amendments)**
- **June 19, 2017 (Appeals Standing Committee)**
- **July 18, 2017 (meeting date for Fire and Emergency Services Committee)**
- **June 26, 2018 (Council appointment term 2 years)**
- **March 12, 2019 (Fire & Emergency Services Committee – changes to schedule)**
- **_____ 2019 (Nominating Committee procedure – citizen appointments)**

Report on Call for Expressions of Interest - Citizen Representative on Various Committees

Motion:

Moved by Councillor Eldon MacDonald, seconded by Councillor Prince, to approve the recommendations from the March 12, 2019 Nominating Committee meeting for the appointment of citizens to Committees, as follows:

- Candidate 4 and Candidate 7 to the Cape Breton Regional Library Board.
- Candidate 1, Candidate 2 and Candidate 3 to the Heritage Advisory Committee.
- Candidate 1 to the Port of Sydney Development Corporation Board for a three year term.
- Candidate 4 to the Viability Study Steering Committee.

Discussion:

The Clerk explained that once the citizens have accepted the positions and any required background checks have been completed, their names will be released at an open meeting, most likely at the May meeting of Council.

Motion Carried.



M·E·M·O

320 Esplanade

Sydney, Nova Scotia, B1P 7B9

902-563-5010

To: Mayor Cecil P. Clarke & Members of Council
From: Deborah Campbell Ryan, Municipal Clerk
Date: May 21, 2019
Subject: Public Report: Citizen Representatives on Committees

Further to the April 2, 2019 meeting of Council, the successful citizens have now been contacted and have accepted the positions. Therefore I am pleased to publicly report the names of the citizen appointments to the following Committees:

Committee	Citizens
Cape Breton Regional Library Board	<ul style="list-style-type: none"> • Ron MacDonald • Douglas MacLennan
Heritage Advisory Committee	<ul style="list-style-type: none"> • Thomas Ashford • Eric MacDonald Keys • Spyro Trifos
Port of Sydney Development Corp.	<ul style="list-style-type: none"> • Owen Fitzgerald (Business & Commerce)
Viability Study Steering Committee	<ul style="list-style-type: none"> • James Kerr (for balance of project)

Yours truly,

Original signed by:

**Deborah Campbell Ryan,
Municipal Clerk**

Waterfront Lease – Operation of Seasonal Food, Liquor and Entertainment Establishment – 3302009 Nova Scotia Limited

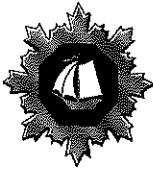
Motion:

Moved by Councillor Eldon MacDonald, seconded by Councillor MacLeod, that a recommendation be made to Council to approve the operation of Portside to 3302009 Nova Scotia Limited for further year commencing May 1, 2019 with the same provisions as the previous lease. Future lease extensions would be required to come to Council for approval.

Discussion:

During discussion Mr. John Phalen clarified that the monthly rent for the lease is not increasing and will remain the same as previously negotiated.

Motion Carried.



CBRM

A Community of Communities

ISSUE PAPER

TO: Clerk's Office

FROM: John Phalen
Manager, Economic development and Major Projects

SUBJECT: Waterfront Lease – Operation of Seasonal Food, Liquor and Entertainment Establishment – 3302009 Nova Scotia Limited

DATE: April 23, 2019

Background

The CBRM entered into a one year lease with 3302009 Nova Scotia Limited to operate a seasonal establishment on lands owned by CBRM adjacent to the Sydney Boardwalk.

The lands comprise some 6000 square feet and the lease rent represents payment based on the assessed value of the property. All provision for services and applicable permitting, and taxes are as per current procedures and are to the account of the Tenant. In addition, the Tenant agreed in the lease that should the land be required by CBRM, the Tenant would move to another site and constructed the premises to be modular and so are able to be easy moved if requested.

The CBRM entered into the one year agreement to provide a test year to see the operation and how it would function and provide public acceptance and operation.

As per the agreement, CBRM has option to renew the lease for another year upon approval of a motion of Council.

Recommendation

It is the recommendation of staff that Council move to approve the operation of Portside to 3302009 Nova Scotia Limited for a further year commencing May 1, 2019. Any further lease extensions would have to come to Council for approval.

Recommended Motion

Motion that Council approve a one year lease with 3302009 Nova Scotia Limited the same provisions as the previous lease that will commence on May 1, 2019.

Sincerely,

John Phalen
Manager, Economic Development and Major Projects.

Issue Paper Bill 59 The Accessibility Act

Motion:

Moved by Councillor George MacDonald, seconded by Councillor Coombes, that the following recommendations be made to Council:

1. The Clerk be authorized to write to the Province seeking clarification as to the mandate, structure and terms of reference of the accessibility advisory committee;
2. That the Clerk's office writes to the NSFM to request their position as to what they believe the mandate, structure and terms of reference of the accessibility advisory committee should be; and
3. That an inter-departmental group be formed to review the Act and the above requested information and bring the matter back to CBRM Council with a recommendation to prepare an accessibility plan and to form an accessibility advisory committee with a recommended mandate, structure and terms of reference.

Discussion:

Council discussed the following items:

- To form a CBRM Accessibility Advisory Committee as soon as possible
- Communication of CBRM Policies and Bylaws
- Support, funding, and direction from the Province
- The intent of writing to the NSFM

The Director of Engineering & Public Works provided a brief update on efforts being made to make CBRM programs and infrastructure more accessible.

Motion Carried.



CBRM

A Community of Communities

Cape Breton Regional Municipality

**Paul Burt,
Manager Building, Planning &
Licensing Laws**

320 Esplanade, Room 103
Sydney, NS B1P 7B9
Phone: 902-563-5175
Fax: 902-563-0833
Email: pdhurt@cbrm.ns.ca

Memo

TO: CBRM General Committee

FROM: Paul Burt, Manager Building, Planning & Licensing Laws

DATE: April 8, 2019

RE: Issue paper Bill 59 The Accessibility Act

Bill 59, the *Accessibility Act* was approved September 2017 and set the goal to be an accessible province by 2030. It is a framework document to improve accessibility in the following areas:

- The Built Environment
- Education
- Transportation
- Information and Communication
- Delivery of Goods and Services

Under the Act municipalities will be prescribed as Public Sector Bodies and this is expected to occur in May 2019. Within a year of being prescribed we will be required to have formed an accessibility advisory committee and to have developed an accessibility plan.

An **accessibility plan** shall report on measures taken or intended to be taken to identify, remove and prevent barriers and containing information on procedures in place to assess the effect our policies, programs and services will have on accessibility for persons with disabilities. This plan must be done with input from persons with disabilities and representatives of organizations representing persons with disabilities, must be updated every three years and must be publicly available.

An **accessibility advisory committee** must have at least one half of the members being persons with disabilities or representatives from organizations representing persons with disabilities. The role of the committee is to be determined by each municipality and I have attached a draft term of reference based on the proposed provincial model.

To date staff have been actively involved in providing input into the development of the Act and gaining an understanding of the implications the Act will have on our municipality, which are many. We have aging infrastructure, limited resources and several existing priorities and commitments to meet.

Staff also recognize that it is important for all our citizens to have equal access to all programs, services and facilities and that accessibility is a human right and we are committed to improving our facilities, policies, programs and services by working to identify, remove and prevent barriers to persons with disabilities.

Recommendation

To be compliant with Bill 59 The Accessibility Act and in recognition that we want a more equitable and inclusive community for all our citizens, I am making the following recommendations to the General Committee:

1. That the General Committee pass a motion to authorize the Clerk's office to write to the Province seeking clarification as to the mandate, structure and terms of reference of the accessibility advisory committee;
2. That the Clerk's office writes to the NSFM to request their position as to what they believe the mandate, structure and terms of reference of the accessibility advisory committee should be; and
3. That an inter-departmental group be formed to review the Act and the above requested information and bring the matter back to CBRM Council with a recommendation to prepare an accessibility plan and to form an accessibility advisory committee with a recommended mandate, structure and terms of reference.

Respectfully,

Original Signed by

Paul Burt

Declaration of Climate Change as an Emergency in CBRM

Motion:

Moved by Councillor McDougall, seconded by Councillor Coombes, that a recommendation be made to Council to formally declare Climate Change as an emergency in the Cape Breton Regional Municipality and follow-up this declaration with a list of actionable items pertaining to preparation and mitigation of climate change impacts that CBRM staff, elected officials and the wider community can continue to work from.

Discussion:

During discussion, Councillor McDougall noted that the outcomes sought were:

- Forward motion to both Provincial and Federal Government (Departments of Environment, Municipal Affairs)
- Forward motion to municipal units across NS and urge them to also declare climate change as an emergency in their area.
- Forward motion to NSF and FCM and request workshops, training and educational resources for our municipal units.
- Request a special meeting of CBRM Council to discuss infrastructure need and also invite academics/climate change specialists to advise on what projections come along with the advancement climate change.
- Reach out to the Global Covenant of Mayors for Climate and Energy, the international effort of more than 9000 cities that is described as “the world’s largest co-operative effort among mayors and city officials to reduce greenhouse gas emissions and climate risks in cities”.

The following items were also brought up during discussion:

- The CBRM’s Municipal Climate Change Action Plan
- Input from the Province, Department of Transportation Infrastructure Renewal, Department of Environment, National Resources, and John Dilny, Manager of Emergency Management.
- Mayor Clarke noted that he cannot support using the word “emergency”, however is fully supportive of the action items in the motion.

Motion Carried.



City Hall
 320 Esplanade
 Sydney, NS B1P 7B9

Item No.

Council Agenda Request Form		
<input checked="" type="checkbox"/> Included on Agenda (Submitted to Municipal Clerk's Office by 4:30 pm seven days before the meeting)	<input type="checkbox"/> Late Item (Submitted to Municipal Clerk's Office by Noon the day before the meeting)	<input type="checkbox"/> Request from the Floor: (New Business) <ul style="list-style-type: none"> - Announcement - Referral - Submit Petition - Notice of Motion
<p>Date of Council Meeting: May 7th, 2019</p> <p>Subject: Declaration of climate change as an emergency in CBRM</p>		
<p>Motion for Council to Consider:</p> <p>Formally declare Climate Change as an emergency in the Cape Breton Regional Municipality and follow-up this declaration with a list of actionable items pertaining to preparation and mitigation of climate change impacts that CBRM staff, elected officials and the wider community can continue to work from.</p> <p>Reason:</p> <p>The simple and harrowing fact: the impacts of climate change are being felt across the municipality and the planet. We need to act now in order to protect and properly educate the residents of the CBRM on how climate change is and will further impact them.</p> <p>While reading through municipal email correspondence, I came across an interesting article that detailed why the City of London, Ontario passed a motion declaring climate change as an emergency. Quoted from that municipal council meeting was a member stating, "It may be a symbolic step, but it's an important recognition of a worldwide impact on municipalities".</p> <p>Here in the CBRM we have been seeing more frequent and dangerous fires. Severe weather systems taking a toll on homes, infrastructure and eroding the coastlines. Recurring floods and rain that were once called 100 year storms. While it has been noted and repeated around this table on numerous occasions that "environment does not fall within our jurisdiction", I feel the safety of residents and our commitment to logical and proactive planning is certainly within our realm of responsibility.</p>		

We have all contributed to the rapid advancement of climate change in one way or another, we must now do our part to help mitigate the effects and encourage residents and businesses to change practices and reduce any further impact. We have to start somewhere and that start requires immediate action.

Outcome Sought:

Along with the approval of the motion to declare a climate change emergency, it is prudent to also provide a set of achievable goals that correspond with the declaration;

- Forward motion to both Provincial and Federal Government (Departments of Environment, Municipal Affairs)
- Forward motion to municipal units across NS and urge them to also declare climate change as an emergency in their area.
- Forward motion to NSFM and FCM and request workshops, training and educational resources for our municipal units.
- Request a special meeting of CBRM Council to discuss infrastructure need and also invite academics/climate change specialists to advise on what projections come along with the advancement climate change.
- Reach out to the Global Covenant of Mayors for Climate and Energy, the international effort of more than 9000 cities that is described as “the world’s largest co-operative effort among mayors and city officials to reduce greenhouse gas emissions and climate risks in cities”.

<i>Councillor Amanda McDougall</i>	<i>District 8</i>
<i>April 28th, 2019</i>	<i>Received by Clerk’s Department (date):</i>



APRIL 3, 2019 ALANNAH LEAVE A COMMENT ON 27 CANADIAN MUNICIPALITIES HAVE DECLARED A CLIMATE EMERGENCY
27 CANADIAN MUNICIPALITIES HAVE DECLARED A CLIMATE EMERGENCY

It's true that our climate is changing – **and we know it is because of human influence.**

Just recently, *Canada's Changing Climate Report*, led by Environment and Climate Change Canada, was released and stated that Canada **is warming twice as fast as the rest of the world.**

The report contained alarming facts on the state of climate change in Canada and an urgent warning to take action to reduce greenhouse gas emissions.

While it might be kinda tempting to throw your hands up and panic, feel nervous, anxious and feel reallyyyy uncomfortable....

We here at Random Acts of Green want to help.

Thankfully, 27 Canadian municipalities have joined forces with an international movement to declare a state of emergency regarding the climate crisis!

We wanted to take a moment and champion them all here – and hope that more cities take charge

Here are 27 Canadian Champions declaring climate emergencies from coast-to-coast.

1. VANCOUVER, BRITISH COLUMBIA

Declared January 26, 2019

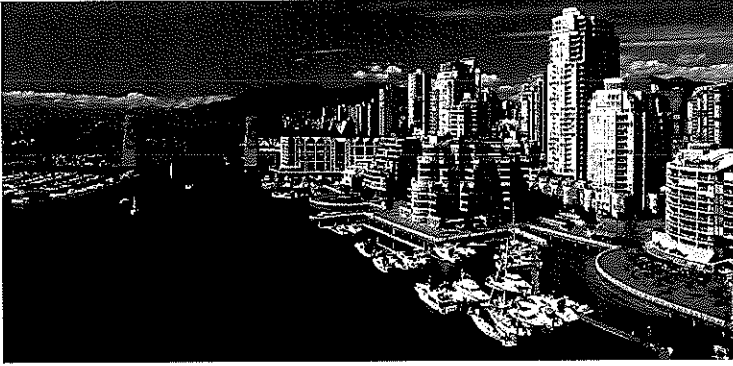


Image Source: [City of Vancouver](#)

2. HALIFAX, NOVA SCOTIA

Declared January 26, 2019



Image Source: [Canadian Encyclopedia](#)

3. KINGSTON, ONTARIO

First city in Ontario declared on March 6, 2019.

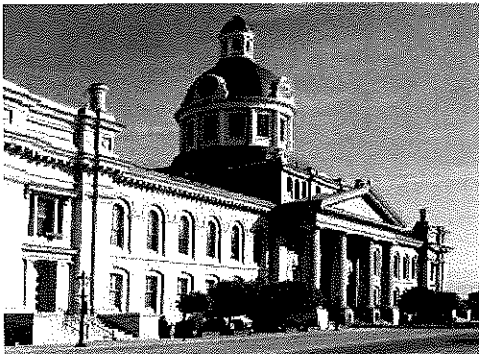


Image Source: [Canadian Encyclopedia](#)

4. RICHMOND, BRITISH COLUMBIA

Declared on March 25, 2019.



Image Source: [Tourism Richmond](#)

5. HAMILTON, ONTARIO

Declared on March 27, 2019.

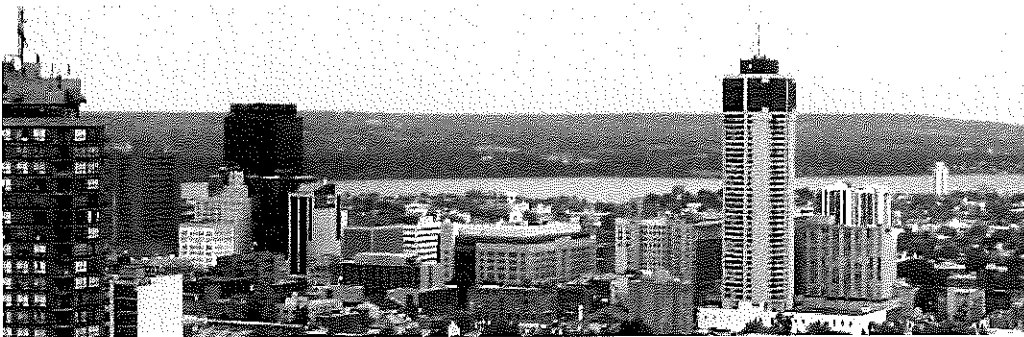


Image Source: [City of Hamilton](#)

CAPITAL REGIONAL DISTRICT (CRD)

The Capital Regional District (CRD) is the regional government for 13 municipalities and three electoral areas on southern Vancouver Island and the Gulf Islands, serving more than 413,000 citizens. The board voted unanimously in favor of making a Climate Emergency Declaration on February 13 2019.

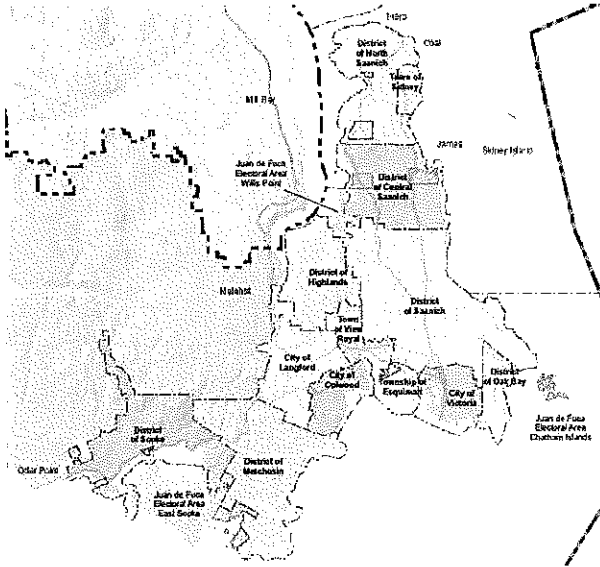


Image Source: [Victoria's Intersecting Municipalities](#)

THIS INCLUDES:

6. Central Saanich, British Columbia
7. Colwood, British Columbia
8. Esquimalt, British Columbia
9. Highlands, British Columbia
10. Langford, British Columbia
11. Metchosin, British Columbia
12. North Saanich, British Columbia
13. Saanich, British Columbia
14. Oak Bay, British Columbia
15. Sidney, British Columbia
16. Sooke, British Columbia

17. Victoria, British Columbia

18. View Royal, British Columbia

19. EDMUNDSTON , NEW BRUNSWICK

First city in New Brunswick declared on February 19, 2019.



Image Source: [Tourism New Brunswick](#)

20. POWELL RIVER, BRITISH COLUMBIA

Declared on February 21, 2019.

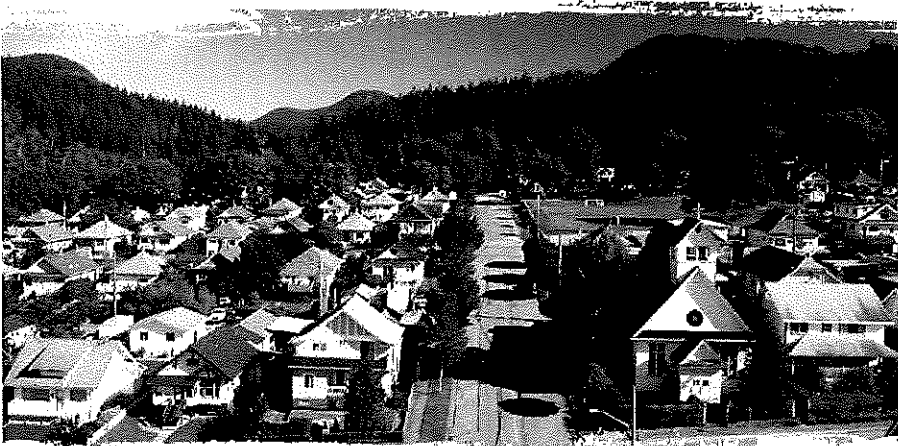


Image Source: [Tourism Powell River](#)

21. MAHONE BAY, NOVA SCOTIA

Declared on February 12, 2019.



Image Source: [Tourism Nova Scotia](#)

22. MONCTON, NEW BRUNSWICK

Declared on April 1, 2019.

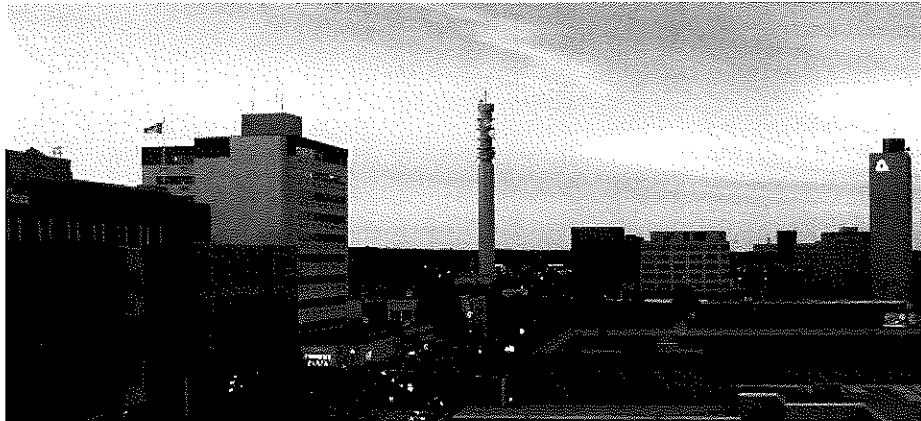


Image Source: [Wikipedia](#)

23. CHARLOTTETOWN, PRINCE EDWARD ISLAND

Declared on April 8, 2019.



Image Source: The Canadian Encyclopedia

24. LONDON, ONTARIO

Declared on April 23, 2019.

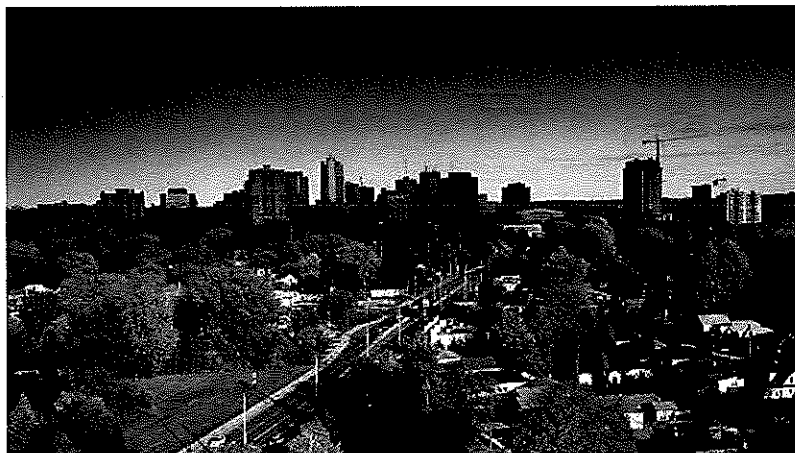


Image Source: London Academy

25. BURLINGTON, ONTARIO

Declared on April 23, 2019.

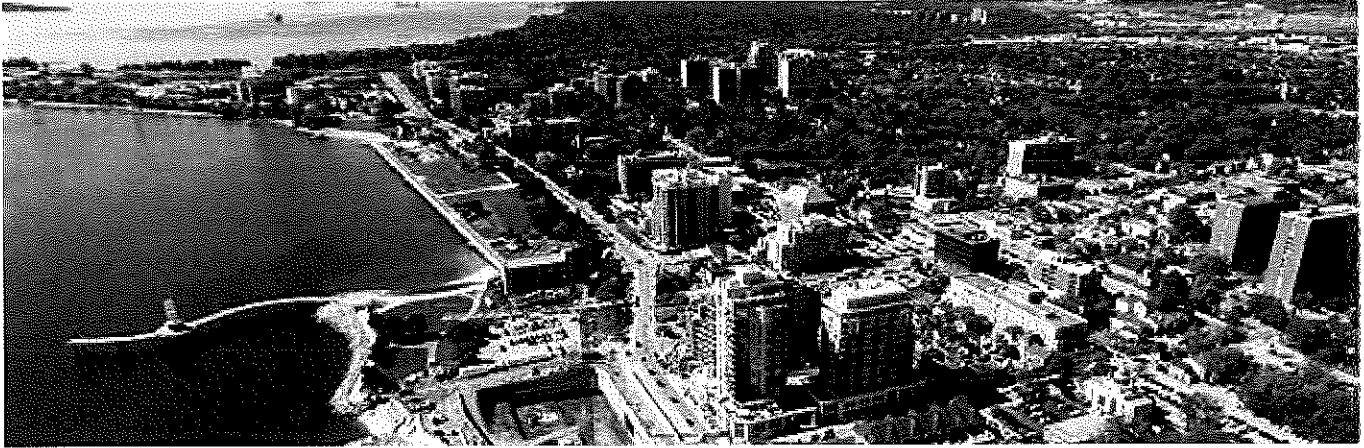


Image Source: City of Burlington

26. OTTAWA, ONTARIO

Declared on April 24, 2019.



Image Source: Wikipedia

27. NANAIMO, BRITISH COLUMBIA

Declared on April 29, 2019.

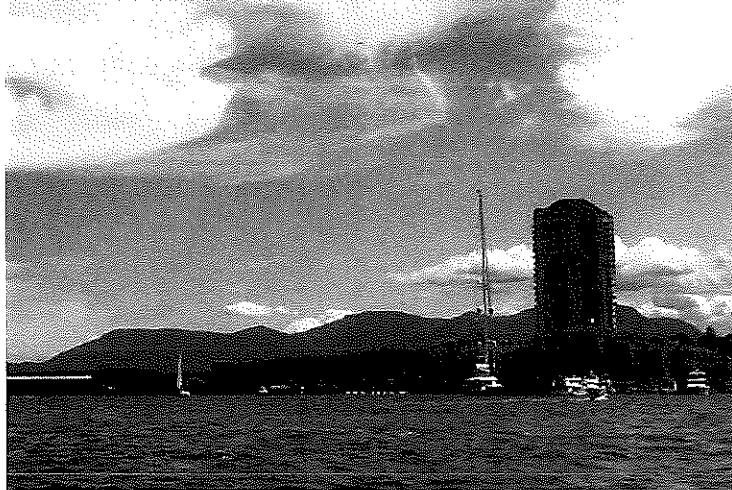


Image Source: Nanaimo Bulletin

There are a number of municipalities across Canada that are currently debating declaring a climate emergency.

In recent months, a movement has grown in Quebec that has seen more than 320 municipal councils endorse a Declaration d'urgence Climatique.

Many of these cities are also part of The Federation of Canadian Municipalities' Partners for Climate protection (PCP) program.

This is a network of 350+ Canadian municipal governments who have committed to reducing greenhouse gases and acting on climate change.

The evidence provided in the most recent report confirms that Canada's climate has warmed in response to global emissions of carbon dioxide from human activity.

This is a clear wake-up call for all Canadians that climate change is real and requires urgent action – and we want to help!

The science is clear that we all need to reduce our carbon footprint.

The Random Acts of Green® mobile app is designed to help you understand your impact by **quantifying the amount of greenhouse gas emissions** that can be reduced when you make low-carbon lifestyle choices. Our app provides individuals with a range of behavior-based approaches to achieve a daily carbon reduction target that best fits your lifestyle.

Take action TODAY.

Amendments to Solid Waste Resource Management By-law

Motion:

Moved by Councillor McDougall, seconded by Councillor Gillespie, that a recommendation be made to Council to approve the amendments to the Solid Waste Resource Management By-law as outlined in the staff Issue Paper dated May 2019.

Motion Carried.



A Community of Communities

Issue Paper

TO: GENERAL COMMITTEE

May 2019

RE: Amendments to Solid Waste Resource Management By-Law

At the Council meeting on April 2, 2019 the following motion was passed:

Motion:

Moved by Councillor Gillespie, seconded by Councillor MacMullin, to approve the Solid Waste Management Policy as presented.

Discussion:

As noted during the April meeting, the Solid Waste Resource Management By-Law must now be amended to reflect the new CBRM Solid Waste Management Policy. The required amendments are included in the attachment to this Issue Paper.

TIMELINE

When the amendments are presented and approved by Council, it will constitute first reading of the amendments. Second/final reading can proceed 14 days after the first reading (i.e. at the June Council meeting).

Recommendation:

That the General Committee make a recommendation to Council to approve the amendments to the Solid Waste Resource Management By-law as presented.

Francis Campbell
Manager Solid Waste

Attachment

Proposed Amendments to Solid Waste Resource Management By-Law:

3. THE COUNCIL

- 3.1. Pursuant to Section 49(1)(b) of the *Municipal Government Act*, the Council may, by policy, regulate the use of solid-waste management facilities, providing for times and conditions under which they may be used and setting charges for the use of solid-waste management facilities operated by the Municipality.

- 3.2. In accordance with Section 3.1, Council has enacted a policy designating the hours of operation for waste management facilities and the fees and charges for depositing materials at waste management facilities, which policy is known as the CBRM Solid Waste Management Policy.
 - a. ~~designate the hours of operation for waste management facilities owned and operated by the CBRM.~~

 - b. ~~set rules for placement of mixed waste and of recyclable waste for municipal collection.~~

 - c. ~~set collection frequency and times for municipal collection of mixed waste and of recyclable waste.~~

 - b. ~~set fees and charges for the depositing of materials by haulers and persons who transport waste materials for disposal at any waste management facility operated by the Municipality, its contractors or its agents.~~

18. WASTE DISPOSAL FEE STRUCTURE

- 18.1 The fees and charges for the depositing of materials by haulers and persons who transport waste materials acceptable for disposal at any waste management facility operated by the Municipality, its contractors or its agents as part of the Municipality's waste management system shall be as prescribed ~~from time to time by motion of Council and shall appear in this By law as Appendix A, Schedule 1~~ in the CBRM Solid Waste Management Policy.

AND: DELETE APPENDIX A, SCHEDULE 1 FROM THE BY-LAW.

Current By-Law

No. S-300

CAPE BRETON REGIONAL MUNICIPALITY “SOLID WASTE RESOURCE MANAGEMENT BY-LAW”

1. TITLE

- 1.1 This By-Law shall be known and may be cited as the “Solid Waste Resource Management By-Law”.

2. DEFINITIONS

- 2.1 In this By-law the following words and phrases shall have the following meanings:
- a. “containers recyclables” means glass bottles and jars; aluminum, steel and tin cans; high density polyethylene, low density polyethylene, and polyethylene terephthalate plastic bottles, containers and bags; milk and juice cartons; beer and liquor containers; tetra packs and mini-sip containers; or other items as designated from time to time.
 - b. “box board” means cereal, shoe, tissue, detergent, cracker, cookie, baking product and frozen food boxes, toilet paper rolls and paper towel rolls or other similar items.
 - c. “collectible waste” means material originating from eligible premises and placed curbside by the owner or occupant for collection by a collection contractor or by an agent of the Municipality. These materials include mixed waste, recyclable materials and organic materials.
 - d. “collection contractor” means any company, person or persons and the agents of such persons under contract with the Municipality to collect collectible waste from eligible premises.
 - e. “collection day” means any day which is scheduled by the Municipality for municipal collection of collectible waste.
 - f. “commercial container” means any container used for the storage of ICI waste materials or any container used for the storage of organic materials or recyclable materials originating from industrial, commercial or institutional premises on properties located in the Municipality for collection by a hauler.
 - g. “commercial enterprise” means an enterprise which is assessed a business occupancy tax by the Municipality.
 - h. “commercial premises” means any lot of land which contains one or more commercial enterprises.

Solid Waste Resource Management By-Law

- i. “condominium” means the division of land and buildings intended to be used as condominiums in Nova Scotia and is registered under the Condominium Act, revised statutes of Nova Scotia, 1989. Chapter 85.
- j. “construction and demolition waste” means material generated as a result of construction, demolition, or renovation activities. This includes materials normally used in the construction of buildings, structures, roadways, walls and other landscaping material such as asphalt, brick, mortar, concrete, drywall, plaster, cellulose, fiberglass fibers, lumber, wood, asphalt shingles and metals.
- k. “Container recyclables” means
- l. “Council” or “council” means the Council of the Cape Breton Regional Municipality.
- m. “dwelling” means a building, or a unit in a building, occupied or intended to be occupied as a home, residence or sleeping place by one or more persons but does not include a hotel, motel, guesthouse or inn.
- n. “eligible premises” means those properties within the Municipality which are eligible for municipal curbside collection as defined in Section 6 of this By-law.
- o. “Fiber recyclables” means mixed paper, corrugated cardboard, box board, newsprint, magazines, catalogues, flyers, telephone and other soft cover books and paper egg cartons or other similar items designated by Council from time to time.
- p. Green cart means an aerated cart supplied to eligible premises by the Municipality for the collection of organic materials.
- q. “hauler” means any company, person or persons who transports waste materials including, without limitation, ICI waste, mixed waste, recyclable materials, or organic materials to waste management facilities approved for operation with the CBRM. This does not include infrequent users of these facilities such as residents of eligible premises hauling materials in an unregistered vehicle from their premises.
- r. “household special waste” or “HSW” means waste-resource materials of a potentially hazardous nature generated in households including, but not restricted to solvents, glues, cleaners, paints and finishes, asphalt sealers, kerosene, pesticides, lawn and garden chemicals, poisons, propane tanks, roofing tar, pool chemicals, batteries, etc. For the purposes of this bylaw, household special waste does not include PCB’s, radioactive materials,

Solid Waste Resource Management By-Law

- explosives, fireworks, pathological wastes, ammunition, oil, gas, oil gas mixes, etc.
- s. “industrial, commercial, institutional waste” or “ICI” waste” means material of similar composition as mixed waste collected within the Municipality other than waste generated in an eligible premise.
 - t. “international waste” means waste imported into Canada from any country other than the United States which contains or is suspected of containing an animal product or animal by-product and which was intended to be served or was served for consumption by the passengers or crew of an aircraft or ship.
 - u. “leaf and yard waste” means sods, grass clippings, leaves, branches, brush, bushes, twigs less than 1 inch in diameter, house and garden plants, sawdust and wood shavings or other similar items and natural Christmas trees (without decorations and tree stands).
 - v. “litter” means any intentionally or accidentally discarded waste not placed in a proper receptacle, or container for recycling, organics, collection or for disposal.
 - w. “manager” or Manager” means the Manager of Solid Waste for the Cape Breton Regional Municipality, the successor to such position, or a person designated by the Manager to act in place of the Manager.
 - x. “materials recovery facility” means a facility designed to receive, sort, process, store and ship to market recyclable materials.
 - y. “mini bins” means a small container supplied to eligible premises by the Municipality for the collection of organic materials. The mini bin is intended for household use only, not curbside use.
 - z. “mixed waste” means and includes all collectible waste other than that which is collected as recyclable materials or organic materials including:
 - i. broken bottles, crockery, glassware, floor sweepings, discarded clothing, cloth, leather, jute, non-recyclable plastic and metal, non-recyclable packaging, non-repairable household goods and other household waste.
 - ii. glass that is tightly wrapped in cardboard or other suitable material and clearly marked to prevent injury to collection personnel.

Solid Waste Resource Management By-Law

- iii. ashes and soot that is completely cold placed in clear plastic disposable watertight bags securely tied and marked “ashes” or “soot”.
 - iv. manure, excretes or litter from companion pets residing in an eligible premise where the material is double bagged and securely tied in clear watertight bags and then placed in an eligible container.
 - v. other items not specifically designated as mixed waste except as excluded by this by-law.
- aa. “mixed waste regulation container” means a container as specified in Section 8 for the collection of mixed waste.
- bb. “municipal collection” means the scheduled curbside collection of collectible waste from eligible premises made by or on behalf of the Municipality, at the expense of the Municipality.
- cc. “Municipality” or “municipality” means the Cape Breton Regional Municipality.
- dd. “non-collectible waste” means all material not eligible for curbside collection and without limitation includes:
- i. residential bulk waste
 - ii. white goods
 - iii. oil tanks
 - iv. liquid waste or material that has attained a fluid consistency and has not been drained.
 - v. highly combustible or explosive materials, including without limitation, celluloid cuttings, motion picture film, oil or gasoline soaked rags, gas containers, chemicals, acids or other combustible residues, fine dry dust, ammunition, dynamite, or other similar material.
 - vi. material that is considered pathogenic or biomedical including, without limitation, dressings, bandages or other potentially infected material or hypodermic needles discarded in the course of the practice of physicians, surgeons, dentists or veterinarians.

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- vii. carcasses or parts of any animal except food waste.
 - viii. waste listed or characterized as hazardous by any federal or provincial law.
 - ix. sheet iron, large pieces of scrap metal or machine parts, automobile parts, fuel tanks and bodies.
 - x. septic tank pumping, raw sewage or industrial sludge;
 - xi. radioactive materials.
 - xii. soil, rock, stumps, and trees greater than 1 inch in diameter.
 - xiii. waste materials resulting from construction, demolition or renovation activities.
 - xiv. industrial waste material from factories or other manufacturing processes.
 - xv. manure, kennel waste, excreta, fish processing waste.
 - xvi. lead-acid automotive batteries and propane tanks/cylinders.
 - xvii. waste material from commercial containers.
 - xviii. waste material which has not been placed for collection in accordance with the provisions of this by-law.
 - xix. materials banned from landfill disposal by the Nova Scotia Department of the Environment unless such materials are recyclable materials or organic materials from eligible premises.
- ee. "oil tanks" means residential oil tanks to a maximum size of 200 gallons.
- ff. "organic materials" means food waste, boxboard, soiled and non-recyclable paper, and other material of plant or animal origin as designated by Council from time to time.
- gg. "organic materials regulation container" means a cart or other container as specified in Section 8 for the collection of organic materials.

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- hh. provincial disposal bans” means materials banned from disposal in landfills and incinerators under the Solid Waste – Resource Management Regulations of the Environment Act of the Province of Nova Scotia as updated and amended from time to time.
- ii. “private road” is a road as defined by the Subdivision By-law of CBRM.
- jj. “recyclable materials” means fiber recyclables, containers recyclables and other materials of a recyclable nature.
- kk. “residential bulk items” means large items of a household nature including but not limited to furniture, stoves, mattresses, bed springs, barrels, water tanks, and dishwashers.
- ll. “residential food waste” means fruit and vegetable peelings, table scraps, bread, grain, rice and pasta, egg shells, coffee grounds and filters, tea leaves and tea bags or other similar items suitable for disposal in a green cart.
- mm. “soiled and non-recyclable paper” means napkins, paper towel & fast food wrappers, wax paper, wrapping paper, paper plates and cups, soiled newspaper and flyers, sugar, flour & potato paper bags or other similar items.
- nn. “source separated composting facility” means a facility designed to receive, process and compost organic materials.
- oo. “transfer station” means a facility operated by or on behalf of the Municipality for unloading and consolidating waste, recyclables or organics from vehicles for transport to another waste management facility in larger loads.
- pp. “treasurer” means the Director of Finance for the Municipality, the successor to this position or a person designated by the Director to act in his/her place.
- qq. “unlisted bungalow road” is an unlisted bungalow road as defined by the Subdivision By-law of CBRM.
- rr. “unlisted road” is an unlisted road as defined by the CBRM Subdivision By-law of CBRM.
- ss. “unit” means a self-contained portion of a building occupied as a separate residence.
- tt. “unnamed road” means any street or road which is not a public street/road, is unnamed and extends to and has access to a public street/road

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- uu. “waste disposal fees” means per tonne fees, or per load fees, charged by the Municipality for the acceptance of waste, mixed waste, recyclable materials, and organic materials within the municipal waste disposal system.
- vv. “waste management facilities” means facilities for the management of mixed waste, recyclable materials, and organic materials operated within the Municipality, its contractors or its agents and includes, without limitation, the landfill, materials recovery facility(s), source-separated composting facility(s), transfer stations(s) and construction and demolition recycling disposal facilities.
- ww. “white goods” means any large household appliance including but not limited to refrigerators, freezers, air conditioners, stoves, washers, and dryers.

3. THE COUNCIL

- 3.1. The council may by policy:
 - a. designate the hours of operation for waste management facilities owned and operated by the CBRM.
 - b. set rules for placement of mixed waste and of recyclable waste for municipal collection.
 - c. set collection frequency and times for municipal collection of mixed waste and of recyclable waste.
 - d. set fees and charges for the depositing of materials by haulers and persons who transport waste materials for disposal at any waste management facility operated by the Municipality, its contractors or its agents.

4. THE MANAGER

- 4.1. The manager or his designate shall administer the provisions of this By-Law and, for this purpose, may:
 - a. divide the Municipality into areas for the purposes of curbside collection of collectible waste from eligible premises on various days of the week.
 - b. designate a particular day of the week for curbside collection of collectible waste in each designated collection area.
 - c. alter the boundaries of curbside collection areas as deemed necessary on reasonable notice to the public.

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- d. administer and liaise with any collection contractor who may be hired by the Municipality to carry out curbside collection of collectible waste within the Municipality.
- e. designate the conditions and guidelines relating to the acceptance of curbside waste materials at waste management facilities owned and operated by the CBRM in compliance with applicable provincial regulations and this by-law.
- f. administer a system for collection of “bulk waste” and “white goods”, from eligible premises.
- g. administer the residential household special waste system.

5. THE PUBLIC

5.1 The owner or occupier of an eligible premises shall:

- a. provides sufficient and adequate containers to contain waste generated at the eligible premises.
- b. provide separate containers for mixed waste, organic waste and for recyclable waste.
- c. ensure that each container is covered and secured at all times except when being emptied or filled.
- d. store collectible waste outside the main building on the eligible premises only in secured regulation containers made inaccessible to pests or animals.
- e. ensure the proper preparation of all collectible waste in accordance with this by-law.
- f. ensure that collectible waste is placed for collection in accordance with this by-law.
- g. ensure that collectible waste remains within adequate containers.

5.2 No owner or occupier of any eligible premises shall permit any waste to accumulate upon any premises so owned or occupied, and shall provide for the removal of all waste from the premises at times designated by Municipality.

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6. ELIGIBLE PREMISES

6.1 Eligible premises include the following:

- a. single family dwellings including mobile homes.
- b. multi-unit residential dwellings that constitute a unit in a duplex, row house or townhouse where every unit has street or road frontage.
- c. multi-unit apartment buildings to a maximum of six (6) units. (limited to 5 bags per unit to a total 30 bags)
- d. fire halls
- e. condominium buildings

6.2 Owners and occupants of properties not defined herein as eligible premises shall not place any waste materials at the curbside of such properties for municipal collection.

7. COLLECTIBLE MATERIAL – PREPARATION AND RESTRICTIONS

7.1 No material shall be placed out or caused to be placed out for municipal curbside collection by any person except in accordance with the following:

- a. for eligible premises as outlined in section 6.1 of this by-law a maximum of five (5) mixed waste regulation containers.
- b. ashes or soot generated by eligible premises are not eligible for municipal collection, except ashes and soot that are completely cold, and double bagged in clear plastic disposable watertight bags, meeting the requirements of section 8.2 (a). The bag must be securely tied and marked “ashes” or “soot”. This container is considered an eligible container as per section 7.1 (a), (b) or, (c).
- c. there shall be no limit to the amount of blue bags recyclables and blue bag fiber recyclables eligible for municipal collection from eligible premises.
- d. no person shall place for municipal collection any non-collectible waste.
- e. where the Municipality establishes separate municipal curbside collection of organic materials, the following conditions and restrictions shall apply to all such collection:
 - i. a maximum of one (1) green cart may be placed for curbside collection.

8. REGULATION CONTAINERS FOR MUNICIPAL COLLECTION

8.1 The owner or occupant of each eligible premise shall be responsible to contain designated collectible waste so as to prevent the escape of waste materials into the environment. The owner or occupant of each eligible premise is responsible to gather waste material placed for curbside collection that has escaped from its container.

8.2 Only containers which meet the following specifications and requirements shall be utilized for the purposes of municipal collection.

a. Plastic Bag Specifications Mixed Waste: Clear Garbage Bags

- i. bags must be watertight and securely tied with an overall length of between 0.5 meters and 1 meter when empty.
- ii. bag weight not to exceed 12 kilograms including contents.
- iii. bags must have a thickness sufficient to prevent breakage, tearing or splitting upon collection.
- iv. bags must be clear, translucent in color when placing more than one (1) bag of garbage curbside. The one dark bag used curbside can be dark, colored or tinted. The bag must not be yellow, red, orange or transparent blue in color for mixed waste.

b. Container Specifications Mixed Waste: Garbage Cans

- i. containers must be watertight, secured with a cover, equipped with handles in good repair and tapered to be as large or larger at the top as at the bottom.
- ii. the weight of the container including contents shall not exceed 24 kilograms, the height shall be not less than 46 and not more than 76 centimeters, and the diameter shall be between 38 and 51 centimeters.
- iii. containers shall be made of metal, plastic or other impermeable material of sufficient thickness to prevent breakage or splitting upon collection.
- iv. containers must be maintained in a neat and sanitary and waterproof condition and kept in good repair

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c. Storage Containers: Roadside Boxes

- i. outdoor, roadside boxes or bins are acceptable for storing containers or bags for mixed waste provided they meet the following specifications:
 1. a box or bin constructed of wood or other material suitable for storing containers or bags or mixed waste as long as the box or bin is rodent and animal proof.
 2. boxes or bins must be affixed with a lid weighing not more than 5 kilograms.
 3. boxes or bins shall at all times be maintained in a neat and sanitary condition and kept in good repair.
 4. waste collectors will remove waste from storage containers located consistent with section 9.2; however, the municipality or collector is indemnified against damage to bins or containers resulting from collection activity.

d. Organic Materials: Green Carts and Mini Bins

- i. where the Municipality establishes a separate collection for organic materials, the following organic materials regulation containers shall be used:
 1. eligible premises that receive curbside collection will be delivered and assigned one green cart and one mini bin by the Municipality. The Municipality will establish the number of cart(s) and mini bin(s) assigned to types of eligible premises.
 2. green cart(s) and mini bin(s) assigned to eligible premises are to remain with those eligible premises.
 3. owners or occupants of eligible premises are responsible for the care and cleaning of each green cart and mini bin which have been assigned to their eligible premises.

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4. repair to damage green cart(s) or replacement of green cart(s) or mini-bin(s) assigned to eligible premises due to misuse, alterations or abuse involving the owner or occupant of the eligible premises shall be the responsibility of the owner or occupant of the eligible premises to which the cart(s) or mini-bin(s) is assigned.
5. owners or occupants of eligible premises shall make the green cart(s) assigned to eligible premises available to the Municipality or its contractors or agents within reasonable time frame upon request for inspection or repair purposes or for identification of the serial number.
6. owners or occupants of eligible premises are responsible for the green cart(s) and mini bin(s) assigned to the eligible premises and used by tenants who are renting or leasing the premises.

e. **Plastic Bag Specifications Blue Bags: Blue Transparent Plastic Bags**

- i. blue bag recyclable containers must be placed in watertight transparent blue bags with a thickness sufficient to prevent breakage, tearing or splitting upon collection. These bags shall have an overall length of between 0.5 meters and 1 meter when empty. These bags shall be securely tied.
- ii. blue bag recyclable fiber must be placed in watertight transparent blue bag with a thickness sufficient to prevent breakage, tearing or splitting upon collection. These bags shall have an overall length of between 0.5 meters and 1 meter when empty. These bags shall be securely tied.
- iii. all materials must be securely contained so as to prevent material from escaping into the environment.
- iv. corrugated cardboard may be tied in bundles not greater than 0.65 meters x 1-meter x 0.20 meters (2 ft. x 3 ft. x 8 in.) or may be placed in the blue bag for fiber.
- v. the weight of each blue bag, including contents, placed for blue bag collection must not exceed 12 kilograms.

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f. Storage Containers: Roadside Boxes Blue Bags

- i. outdoor, roadside boxes or bins are acceptable for storing fiber and container recyclable materials provided they meet the following specifications:
 1. blue box or blue bin constructed of wood or other material suitable for storing blue bags as long as the box or bin is rodent and animal proof.
 2. blue boxes or blue bins must be affixed with a lid weighing not more than 5 kilograms.
 3. blue boxes or blue bins shall at all times be maintained in a neat, sanitary condition and kept in good repair.
 4. blue bag collectors will remove waste from storage containers located consistent with section 9.2; however, the municipality or collector is indemnified against damage to bins or containers resulting from collection activity.

9. PLACEMENT OF MATERIALS

- 9.1. Collectible waste shall be placed for municipal collection in accordance with this By-Law.
- 9.2. Collection is at the curb only. All regulations containers must be placed at end of a driveway and/or at the edge of a property abutting the street, road or highway without obstructing the street, road or highway.
- 9.3. Materials must be placed for municipal collection with approximately 1-meter spacing between each waste stream
- 9.4. Green carts must be placed at the curb in an upright position with the lid closed and the front of the green cart facing the street, road or highway.
- 9.5. Owners or occupants of eligible premises on private roads, unlisted roads, unlisted bungalow roads, unnamed roads and in trailer parks are eligible for curbside collection on these roads if the road is safely passable by a collection vehicle. If these roads are not safely passable by a collection vehicle, the collectible waste must be brought to the nearest intersection with a public street or road and placed in accordance with this By-Law, where it shall be collected.

10. COLLECTION TIMES & FREQUENCIES

- 10.1. Collection will commence at the following times on the collection days designated in the following areas of the municipality:
 - a. 8:00 a.m. in all areas of the Municipality having daytime collection.
 - b. 12 midnight in all areas of the Municipality having overnight collection.
- 10.2. No person shall place collectible waste out for collection before 7:00 p.m. the evening of the day prior to the collection day applicable in that area of the Municipality.
- 10.3. Where an area is designated to receive bi-weekly recyclable collection, no person shall place blue bag material out for curbside collection on the week not designated for the area's recyclable collection week applicable in that section of the Municipality.
- 10.4. Any materials not collected must be removed from curbside by 9:00 p.m. on the day of collection.
- 10.5. Collectible waste must be placed for collection by the designated commencement time for collection in the area.
- 10.6. When a regularly scheduled day for collection falls on a Federal, Provincial or Civic holiday, the collection day may be modified to occur on an alternate day as designated by the Manager.

11. HOUSEHOLD SPECIAL WASTE

- 11.1. The Manager may designate the place and time, including the days and hours of operation and the materials eligible for the disposal of household special waste in the Municipality. This includes the operation of a permanent household special waste depot in the Municipality.
- 11.2. The household special waste depot(s) may only be used by residents of the Municipality for the proper disposal of household special waste originating within the Municipality.
- 11.3. All persons are prohibited from disposing of industrial, commercial and institutional waste at the permanent household special waste depot.

12. ILLEGAL DUMPING/LITTER

- 12.1. No owner or occupier of property in the Municipality shall permit the accumulation of solid waste in or around the property to the extent that it is likely to become a nuisance or hazard to the public health.
- 12.2. Owners and occupants are responsible to provide for the lawful collection and disposal of all solid waste that is not subject to municipal collection.
- 12.3. No person shall place waste for curbside collection on a property other than a property owned and occupied by such person or in respect of which the person has obtained the consent of the owner or occupier for that purpose.
- 12.4. No person shall dump, abandon or dispose of waste-resources at any public or private place unless that place is duly licensed to receive and dispose of the particular category of waste-resources.
- 12.5. No person shall dispose of or cause the disposal of the following materials at any licensed solid waste-resource management facility, or deposit any such materials in a storage area, storage container or collection container, intended for residual waste disposal in an incinerator or landfill nearby, namely:
 - a. **material banned from disposal by provincial regulations:**
materials banned from disposal by provincial regulation are those materials listed in Schedule B of the Solid Waste Resource Management Regulations as amended from time to time.
- 12.6. No person shall dump, dispose of or abandon at or near a Waste-Resource Management Centre or any other facility licensed to receive any category of waste-resources when the Facility is not open or when the operator or staff of the facility refuses to accept waste – resources at that time or from that person.
- 12.7. Depositing solid waste materials contrary to the above, where the quantity, volume, weight, nature, kind or character of the solid waste or the location of the deposit, in the opinion of the Solid Waste Manager, causes injury, damage, hazard or potential hazard to persons, property or the environment or requires removal by vehicle transport or environmental clean-up and / or remediation to restore the site to reasonable condition, constitutes “Illegal Dumping” under this By-Law.
- 12.8. No person shall illegal dump or cause or allow illegal dumping.
- 12.9. Each day that illegal dumping materials remain shall constitute a separate offense under this By-law.

13. INDUSTRIAL, COMMERCIAL, INSTITUTIONAL WASTE

- 13.1. The property owner, agent of an owner of an Industrial, Commercial, or Institutional Business shall provide sufficient and adequate, containers for any waste that may accumulate from time to time in or from the business.
- 13.2. The property owner or agent of an owner of an owner of an Industrial, Commercial, or Institutional Business shall maintain a Waste Management plan. This plan must identify the solid waste generated and the method for storing, recycling and disposing of the solid waste generated by the business. This plan must also include a litter management section. This plan must comply with the provisions of the Provincial Solid Waste Resource Regulations and this by-law. This plan must be provided to the manager within 1 business day following a verbal and/or written request.
- 13.3. The property owner or agent of an owner of an Industrial, Commercial, or Institutional Business which generate waste shall, either personally or by employees, contractors or agents, and in compliance with all applicable Federal, Provincial and Municipal laws, remove and dispose or recycle such waste in accordance with the waste management plan of section 14.2
- 13.4. No owner or agent of an owner of an Industrial, Commercial, or Institutional Business shall permit the accumulation of waste in or around a premises to the extent that it is likely to become a nuisance or is likely to endanger the public health.
- 13.5. The property owner or agent of a IC&I establishment offering a drive-thru service shall provide sufficient and adequate containers for any waste generated as a result of the said service.
- 13.6. The placement of containers required in section 13.5 shall be in such a manner as to provide access to those customers utilizing the drive-thru lane.
- 13.7. The person or agent of a person who organizes or is responsible for a public event held in open spaces or in temporary shelters shall maintain a written litter management plan which complies with the provisions of the Provincial Solid Waste Resource Regulations Section III – Litter Abatement.

14. CONSTRUCTION AND DEMOLITION WASTE

- 14.1. The property owner or agent of an owner of an Industrial, Commercial, or Institutional Business or of an eligible premises undergoing construction and/or demolition activity shall provide sufficient and adequate, containers for any waste that may accumulate from time to time in or from the construction or demolition activity.

15. COMMERCIAL CONTAINERS

15.1. The following provisions apply to commercial containers:

- a. any person who makes use of a commercial container for the temporary storage of waste shall ensure that such commercial container:
 - i. is sturdily constructed of weather-proof and animal proof material and is capable of containing the material deposited within.
 - ii. is equipped with a tight-fitting lid with a positive closing device which shall be kept closed except when the container is being loaded or unloaded or the container shall be kept in a locked compound.
 - iii. is cleaned out regularly and periodically, as necessary, to avoid the build-up of odours.
 - iv. has only those materials for which the container is intended deposited therein.
 - v. are easily accessible to the occupants.

16. VEHICLES CARRYING WASTE

16.1 The following provisions apply to vehicles carrying waste materials:

- a. persons who collect, transport and dispose of waste materials, ICI waste, mixed waste, organic materials and recyclable materials shall do so in a sanitary manner; any fluid matter shall be transported in watertight containers having tight-fitting covers.
- b. persons who collect, transport and dispose of waste materials, ICI waste, mixed waste, organic materials and recyclable materials shall be responsible to ensure all wastes are delivered to approved waste management facilities and in compliance with the policies and procedures set out by the operators of the waste management facility, this bylaw and with provincial regulations.

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- c. every vehicle used for the collection and transportation of waste materials, ICI waste, mixed waste, organic materials, and recyclable materials shall have a tailgate or other restraining device and shall be completely closed or equipped with a tarpaulin, and such tarpaulin shall be used to cover such waste materials, ICI waste, mixed waste, organic materials and/or recyclable materials while the same is being transported.
 - d. all waste materials, ICI waste, mixed waste, organic materials and recyclable materials shall be transported in such a manner that materials shall not spill or scatter from the vehicle containing the same.
 - e. the manager may inspect vehicles used for the collection or carriage of waste materials at all reasonable times to ensure compliance with this by-law.
- 16.2 Persons who collect and transport waste materials, ICI waste, mixed waste, organic materials and recyclable materials that have been placed for collection in accordance with Section 16 (1) at industrial, commercial or institutional premises or properties shall transport waste materials, ICI waste, mixed waste, organic materials and recyclable materials in a source separated condition and deliver the same material in a source-separated condition to the appropriate receiving facility in accordance with the Municipality's waste-resource management system. ICI waste contained in bags must be placed in clear, translucent in color bags.

17. PROHIBITIONS

- 17.1. No person shall:
- a. pick over, remove, disturb or otherwise interfere with any waste material that has been set out for municipal collection.
 - b. remove, collect waste material placed for municipal collection.
 - c. shall remove a container or organics collection cart placed at curbside.
- 17.2. The prohibitions in Section 17.1 do not apply to the person who placed the waste material for collection or to the Municipality, its contractors or authorized Municipal collection contractors.

18. WASTE DISPOSAL FEE STRUCTURE

- 18.1. The fees and charges for the depositing of materials by haulers and persons who transport waste materials acceptable for disposal at any waste management facility operated by the Municipality, its contractors or its agents as part of the Municipality's waste management system shall be as prescribed from time to time by motion of Council and shall appear in this By-law as Appendix A, Schedule 1.
- 18.2. No waste disposal fee shall apply to collectible waste from eligible premises collected through municipal collection and deposited by collection contractors engaged by the Municipality at waste management facilities operated by the Municipality, its contractors or its agents.

19. VEHICLE REGISTRATION

- 19.1 Haulers using the Municipality's waste management facilities shall comply with the registration requirements of the Municipality including vehicle registration for such haulers.
- 19.2 The following provisions apply to vehicle registration for hauler using the Municipality's waste management facilities:
 - a. haulers (other than those users of cars, station wagons, mini-vans, sport utility vehicles) using the Municipality's waste management facilities shall pre-register identifying information and the tare weight for each vehicle to be used in scheduled waste collection services operated on behalf of the Municipality (if the hauler is also a collection contractor).
 - b. haulers who wish to be granted credit privileges with the Municipality must register adequate identifying information with the Municipality. Each hauler and/or each hauler's vehicle will be assigned a unique identification code and/or issued appropriate physical identifying property. The physical identifying property issued shall remain the sole property of the Municipality and shall be returned promptly at the expiration of its use as determined by the Municipality at its sole discretion.
 - c. each hauler and hauler's vehicle using the Municipality's waste management facilities which have been granted credit privileges and must present the assigned and/or issued identification to the scale operator upon entering the facility. The hauler to whom the assigned and/or issued identification is registered to will be invoiced for all materials delivered under his/her identification.

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20. FEE PAYMENT:

- 20.1. The following applies to the payment of fees:
- a. at Cape Breton Regional Municipality waste management facilities haulers will be required to obtain credit privileges. Haulers who transport acceptable material to a facility operated by the Municipality, its contractors or its agents will be required to pay upon invoice in accordance with sections (i) to (iii) below:
 - i. where only one scale is in operation and the tare has not been predetermined, the vehicle will be weighed upon entering the facility and again upon leaving. The hauler will pay the fee upon invoice in accordance with the fee structure prescribed in schedule 1.
 - ii. where both inbound and outbound scales are in operation, the vehicle will be weighed upon entering the facility and again upon leaving. The hauler will pay the fee upon invoice in accordance with the fee structure prescribed in schedule 1.
 - iii. where both scales are not functioning the hauler will be charged according to the fee prescribed in Appendix A, Schedule 1.
- 20.2 The following provisions apply to haulers who have been granted credit privileges at any waste management facility operated by the Municipality, its contractors or its agents:
- a. haulers granted credit privileges will receive a monthly Statement of Accounts and payment is due within thirty (30) days of the end of the statement month.
 - b. where an account for material disposal fees remains unpaid for more than thirty (30) days, a notice of non-payment will be sent by the Municipality. The Municipality may advise that if payment is not received within a specified period of time after mailing of such notice, the hauler shall be refused admittance to all facilities and/or credit privileges withdrawn until such time as the outstanding amounts, interest and service charges are paid. Scale operators will be notified of all haulers on refused admittance status or credit privileges withdrawn status and will be instructed to deny access to the facilities as applicable. The Municipality may require the posting of a performance bond or any other security acceptable to the Municipality in the event that accounts continue from time to time to be unpaid.

21. DUTY TO NAME PERSON RESPONSIBLE

- 21.1 When a person is identified as owner of any materials dump or deposited on a premise in violation of this by-law, the owner of the materials on the request of a peace officer shall, within forty-eight hours of the request, supply the peace officer with the name and address of the person(s) responsible of the illegal dumping of materials. When a materials owner, who refuses, fails, neglects or is unable to supply the name and address of the person(s) responsible for the illegal dumping of materials within forty-eight hours after being requested, shall be liable for the infraction under section 12.0 of this By-law.
- 21.2 Where under this section of the by-law a motor vehicle is operating in violation of this By-Law, the registered owner of the vehicle on request of any peace officer shall, within forty-eight hours of the request, supply the peace officer with the name of address of the person in charge of the vehicle at the time of such violation. When a motor vehicle register owner, who refuses, fails, neglects or is unable to supply the name and address of the person(s) responsible infraction of this By-Law within Forty-eight hours after being requested, shall be liable for the infraction under section 19.0 of this By-Law.

22. PENALTIES

- 22.1 Any person who contravenes any provision of this by-Law shall be liable upon summary conviction for every such offense to a penalty of not less than six hundred & ninety seven dollars & fifty cents (\$697.50) and not exceeding fifty thousand dollars (\$50,000) or in default of payment, to imprisonment for a term not exceeding ninety days (90 days) and each day that the offence continues shall constitute a new offence.
- 22.2 Any person alleged to have violated this bylaw ,who is given notice of the alleged violation and where the said notice so provides for payment , may pay a penalty in the amount of six hundred & ninety seven dollars & fifty cents (\$697.50) to the CAPE BRETON REGIONAL MUNICIPALITY provided that said payment is made within a period of fourteen days (14) following the day on which the alleged violation was committed, and said payment shall be in full satisfaction , releasing and discharging all penalties and imprisonments incurred by the person for said violation .
- 22.3 In addition to any fine or imprisonment imposed pursuant to subsection 21.1, the court or judge may order the person convicted to pay all expenses incurred in correcting the contravention of the By-law or any damages associated with such contravention.

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22.4 Where any person is in contravention of any provision of this By-law, the Manager may direct in writing that the contravention be remedied by that person in the manner and within the time specified in the written direction.

23. REPEAL

23.1 The following are hereby repealed:

Cape Breton Regional Municipality Garbage Collection By-Law.

Passed and adopted by the Cape Breton Regional Municipal Council on the 8th day of July, 2003 and amended on the 15th day of November, 2005, the 20th day of June, 2006, and the 27th day of February, 2018.

Publication Date: July 12, 2003

Amendments:

November 15, 2005 (published Nov. 19, 2005)

June 20, 2006 (published June 27, 2006)

February 27, 2018 (published March 6, 2018)

MAYOR CECIL P. CLARKE

**MUNICIPAL CLERK
DEBORAH CAMPBELL RYAN**

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Appendix A:

Waste Disposal Tipping Fee Schedule 1 - Effective date October 1, 2005

PRODUCT	TIPPING FEE	COMMENTS
(Residual Mixed Waste - RMW)	ICI sector = \$80.00/tonne over 80 Kg	Residual mixed waste - RMW (Garbage) tip fee will be charged to the ICI (Institutional/Commercial/Industrial) sectors only. Quantities of RMW 80 Kg or less per daily visit will not be charged.
	Residential - no charge	
C&D Unsorted (Construction & Demolition)	ICI sector = \$80.00/tonne over 80 Kg	Construction and Demolition (C&D) waste tip fee will be charged to the ICI (Institutional/Commercial/Industrial) sectors only. Quantities of C&D waste 80 Kg or less per doily visit will not be charged.
	Residential - no charge	
C&D Sorted (Construction & Demolition)	ICI sector = \$40.00/tonne over 80 Kg	Construction and Demolition (C&D) waste tip fee will be charged to the ICI (Institutional/Commercial/Industrial) sectors only. Quantities of C&D waste 80 Kg or less per daily visit will not be charged.
	Residential - no charge	
Contaminated Soil	ICI sector = \$30.00/tonne	Contaminated soil waste tip fee will be charged to the ICI (Institutional/Commercial/Industrial) sectors only.
	Residential - no charge	
Scrap Metal	ICI sector = \$30.00/tonne	Scrap Metal waste tip fee will be charged to the ICI (Institutional/Commercial/Industrial) sectors only. Quantities of Scrap Metal waste 80 Kg or less per daily visit will not be charged.
	Residential - no charge	
Organics	ICI sector = \$50.00/tonne	Organics waste tip fee will be charged to the ICI (Institutional/Commercial/Industrial) sectors only. * effective date to be determined
	Residential - no charge	
Organics - Unsorted/Contaminated	ICI sector = \$75.00/tonne	Unsorted or Contaminated Organics waste tip fee will be charged to the ICI (Institutional/Commercial/Industrial) sectors only. * effective date to be determined
	Residential - no charge	
Freon Items	ICI sector = \$10.00/item	Freon Item waste (fridges/freezers/Dehumidifiers etc) tip fee will be charged by the per item disposed.
	Residential - no charge	

Solid Waste Resource Management By-Law

PRODUCT	TIPPING FEE	COMMENTS
Asbestos	ICI sector = Friable \$30.00/regulation bag - minimum charge = \$500.00 Non-Friable \$80.00/tonne	Prior notice and approval is required before material arrival. Phone Waste Management Facility site 563-5590.
	Residential - no charge	
Biomedical Waste	ICI sector = minimum charge = \$15.00, \$3.00/Kg up to 100 Kg, \$1.50 per Kg over 100 Kg , NSDept of Health as per contract	Prior notice is required before material arrival. Phone Waste Management Facility site 563-5590.
	Residential - no charge	
Leaf & Yard Waste	ICI sector = no charge	No charge for Leaf & Yard Waste
	Residential - no charge	

Weights: Normally the net weight to be charged will be the weight on the inbound scale less the weight on the outbound scale. Should the outbound scale not be working, the weight to be charged will be the weight upon entering the facility less the recorded tare weight of the vehicle. Should both scales be inoperative the tip fee charges will be on a per load basis for which fees apply as follows:(1/2 ton truck or small trailer = \$25.00 ; Single Axle = \$50.00 ; Tandem truck = \$75.00 ; Tractor trailer = \$100.00) This per load fee does not apply to biomedical waste or asbestos waste where the charge will as per the waste manifest weight.



CBRM

A Community of Communities

ISSUE PAPER

TO: Mayor and Council

FROM: Sheila Kolanko – Property Manager

SUBJECT: Request for Street Closure
Carolyn Kerr and Joseph A. Peters Jr.
Portion of 15706898 – 15 foot alleyway
Rear Colby Street, Sydney

DATE: May 21st, 2019

INTRODUCTION:

The legal department is in receipt of 2 requests for a formal street closing pertaining to a portion of a 15 foot alleyway running along the rear boundary of lots fronting on Colby Street, Sydney.

INFORMTION:

The first request is from Dominic Goduto, solicitor for Carolyn Kerr. Ms. Kerr presently resides at 22 Colby Street, Sydney. She holds legal title to the property identified on the attached map outlined in blue (Attachment A) as PID 15103021 and 15869704. The second request is from Joseph A. Peters. Mr. Peters is the registered owner of 26 Colby Street, Sydney. His property is outlined in yellow and identified as PID 15103039. The property subject to my issue paper is outlined in red.

We have been advised by Mr. Goduto that the parties seeking the street closure recently entered into a boundary line agreement in order to establish a division line between their respective properties.

At that time, the survey revealed building encroachments on the 15 foot alleyway lying adjacent to their properties. Mr. Goduto, on behalf of Ms. Kerr, and Mr. Peters are seeking to formerly close that portion of the alleyway outlined in red on the attached map (Attachment A) and request the property lying adjacent to their properties be sold to them separately.

REVIEW

The property subject to this issue paper is a portion of a former honey lane. The CBRM land inventory identifies this parcel as essential. The Engineering and Public Works Department as well as the Planning Department have reviewed this request and have determined there is no reason not to allow for the street closure and transfer of the subject property to Ms. Kerr and Mr. Peters respectively. The required deposit has been provided to cover processing fees and we hold that amount in trust.

RECOMMENDATION:

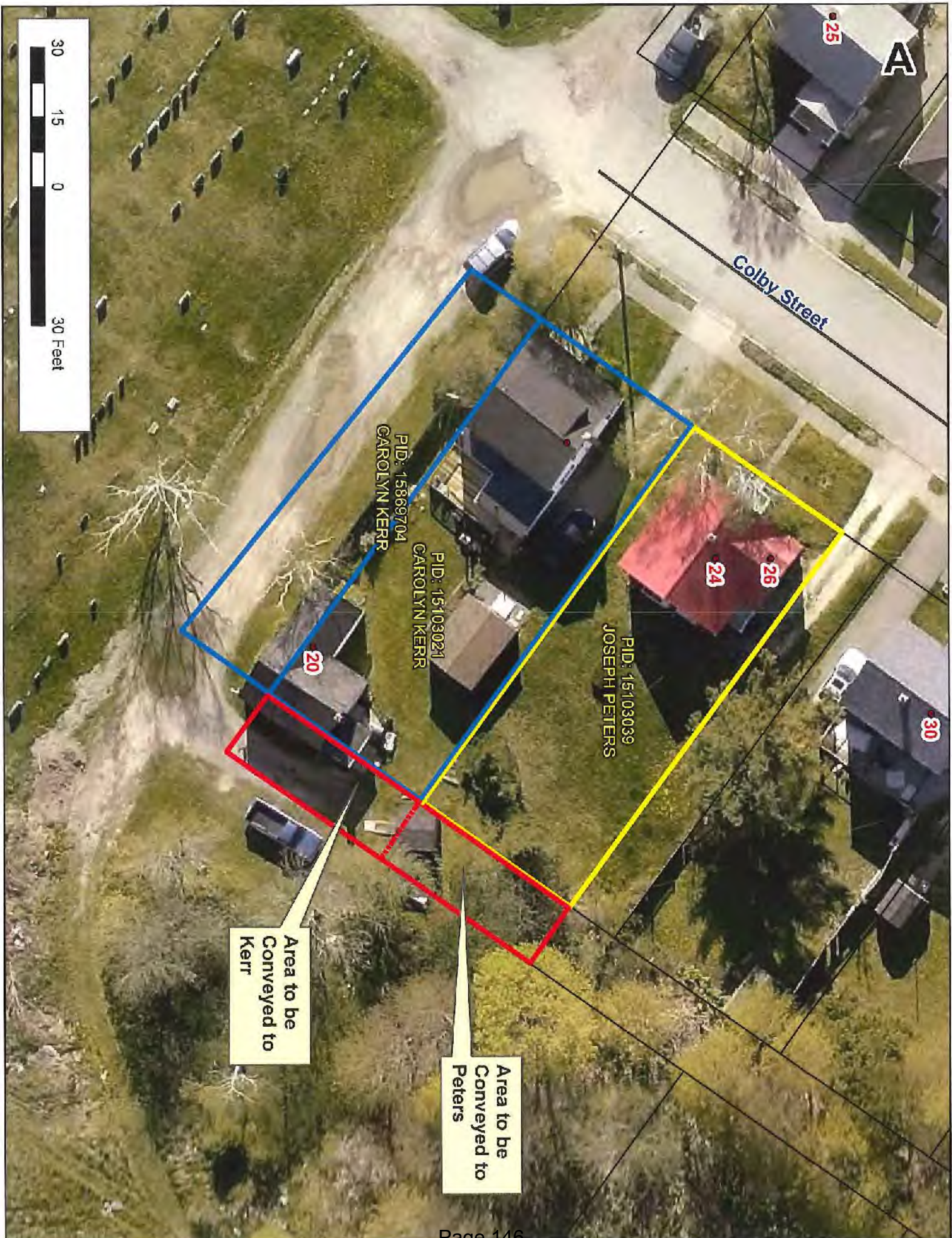
I recommend Council pass a Motion directing the legal department to initiate a formal street closure pursuant to Section 31S of the Municipal Government Act, for that portion of the 15 foot alleyway identified herein with the intention to deem the property surplus for sale to Carolyn Kerr and Joseph Peters respectively. All costs shall be the responsibility of Carolyn Kerr and Joseph Peters.

Respectively Submitted,

Original signed by

Sheila Kolanko
Property Manager

Attachment (2)



Area to be
Conveyed to
Kerr

Area to be
Conveyed to
Peters

PID: 15889704
CAROLYN KERR

PID: 15103021
CAROLYN KERR

PID: 15103039
JOSEPH PETERS

Colby Street

A



CBRM

A Community of Communities

ISSUE PAPER

TO: MAYOR AND COUNCIL

FROM: Sheila Kolanko – Property Manager

**SUBJECT: RENEWAL OF RECIPROCAL LICENSE AGREEMENT
BELL MOBILITY AND CBRM
TERRA NOVA ROAD, LOUISBOURG AND BEN EOIN**

DATE: MAY 21ST, 2019

INTRODUCTION

Presently there is an existing Reciprocal License Agreement (Attachment A) between Cape Breton Regional Municipality and MT&T Mobility for existing telecommunication infrastructure. The Agreement will expired later this year and Bell Mobility (successor to MT&T Mobility) is seeking to renew the said agreement.

BACKGROUND INFORMATION

In 1999, Bell entered into the License Agreement with the Municipality to occupy a portion of the Municipality's tower, building and related equipment situated on municipal lands in Louisbourg in consideration of a licensing by Bell to the Municipality of a portion of Bell's tower, building and related equipment situated on lands in Ben Eoin owned by Bell.

The legal department has received confirmation from staff there is an operational need to continue with the existing arrangement with Bell and endorses a renewal.

Recommendation

It is a recommendation of staff to enter into a Reciprocal License Agreement for a further 10 years with all terms and conditions to remain unchanged. I ask Council to pass a motion authorizing Mayor and Clerk to execute a Reciprocal License Agreement with Bell Mobility.

Respectively Submitted by:

Original Signed By

**Sheila Kolanko
Property Manager**

RECIPROCAL LICENSE AGREEMENT

THIS RECIPROCAL LICENSE AGREEMENT made in duplicate as of the 1st day of December, 1999.

BETWEEN:

CAPE BRETON REGIONAL MUNICIPALITY,

(hereinafter referred to as the "Municipality")

- and -

also 2016

MT&T MOBILITY INC. a body corporate,

(hereinafter referred to as "Mobility")

- and -

MARITIME TEL & TEL LIMITED. a body corporate,

(hereinafter called "MT&T")

RECITALS

WHEREAS the Municipality is the owner of all that certain lot, piece or parcel of land situate at Terranova Road, Louisburg, in the County of Cape Breton, Province of Nova Scotia and more particularly described in Schedule "A" attached hereto (hereinafter referred to as the "Municipal Site");

AND WHEREAS the Municipality has erected a telecommunications tower and related equipment on the Municipal Site.

AND WHEREAS Mobility has requested and the Municipality has agreed to provide to Mobility a license to occupy a portion of the Municipality's tower, building and related equipment situate on the Municipal Site in consideration of the licensing by MT&T to the Municipality of a portion of the MT&T Site (as defined herein);

AND WHEREAS MT&T is the owner of all that certain lot, piece or parcel of land situate at Ben Eoin, in the County of Cape Breton, Province of Nova Scotia and more particularly described in Schedule "B" attached hereto (hereinafter referred to as the "MT&T Site");

AND WHEREAS MT&T has erected a telecommunications tower and related equipment on the MT&T Site;

AND WHEREAS the Municipality has requested and MT&T has agreed to provide to the Municipality a license to occupy a portion of MT&T's tower, building and related equipment situate on the MT&T Site in consideration of the Municipality licensing unto Mobility a portion of the Municipal Site;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and obligations contained herein, it is agreed by and between the parties hereto as follows:

PART 1 - THE MUNICIPAL SITE

TERM

1. This License is for a term commencing December 1, 1999 and terminating November 29, 2019.

LICENSE FEE

2. In consideration of the premises and the mutual covenants and obligations contained herein, the License Fee is One Dollar (\$1.00) for the Term.
3. Any increase in property taxes or any other levy assessed against the Municipality occurring after the commencement date which is directly attributable to Mobility's antenna, transmission line, equipment shelter, improvements and/or facilities located on the Municipal Site or to the operation of Mobility's system, including any increase in a grant paid or payable in lieu of taxes, shall be paid directly by Mobility or reimbursement to the Municipality on demand if such increase is paid by the Municipality.
4. Any tax or other levy assessed in respect to Mobility's use of the Municipal Site shall be paid by Mobility or reimbursement to the Municipality on demand if such tax or levy is paid by the Municipality. Without limiting the generality of the foregoing, any Value Added Tax, Goods and Services Tax or Sales Tax assessed during the term of this agreement and collectible by the Municipality shall be paid in full by Mobility in addition to all other fees, charges and taxes payable under this agreement.
5. Any change in maintenance costs paid or payable in respect to the Municipal Site and/or tower may, in the Municipality's discretion, be fairly apportioned among the Municipality, Mobility, and any other licensees in the form of an adjustment of the shares of maintenance costs payable by Mobility and any other licensees.
6. Should Mobility request documentation relating to maintenance costs, the Municipality may provide a statement of those costs showing the nature and amount of each cost item, which statement shall be deemed to be adequate verification of the costs in question.

LICENSE

7. The Municipality hereby grants to Mobility a license to occupy the antennas, building and equipment noted in Appendix "A" to this Agreement at the Municipal Site and/or on the tower as the case may be provided, however, that the location and the placement of Mobility's equipment on the tower is subject to the approval and direction of the Municipality.
8. Mobility shall, if requested, advise the Municipality of the number of frequencies added to or deleted from that number of frequencies used as of the commencement of this Agreement.
9. The exercise of this license herein by Mobility and all installations effected by Mobility shall be at the sole and exclusive risk of Mobility. The Municipality shall not be liable to Mobility for any loss, damages, costs and/or disbursements relating to property or trade of Mobility save in the event that loss, damage, cost and/or disbursement is directly caused by the negligence of the Municipality.
10. Mobility shall not assign, transfer or otherwise dispose of, or encumber the license granted herein in whole or in part without obtaining the prior written consent of the Municipality, which consent may not be unreasonably withheld.

ACCESS

11. The Municipality shall make available to Mobility, its officers, employees and/or agents reasonable access to the Municipal Site for the purposes necessary to the reasonable exercise by Mobility of the license granted herein, over the existing road as it is at the date of this agreement.

12. The Municipality is not and will not be under any obligation to repair or improve the access road or to clear it of snow or other obstruction, beyond the Municipality's own requirements.
13. The aforesaid right of access shall be exercised at the sole risk of Mobility herein, the Municipality bearing no responsibility or liability for loss or damage to persons or property of Mobility relating to use of the access road herein, in general or the condition of that road in particular.
14. Mobility shall, if requested, provide the Municipality with a list of names of persons who will be attending on the Municipal Site on its behalf, whether as officer, employee, agent and/or invitee, and shall advise the Municipality in writing of any amendments that should, from time to time, be made to the said list.

OBLIGATIONS OF Mobility

15. Save as otherwise provided in this agreement, Mobility shall bear all costs related to its installations and use of the Municipal Site including the tower load analysis required for the preparation of a revised Structural Adequacy Certificate. Copies of any such Certificate shall be submitted by Mobility to Industry Canada and the Municipality. In particular, any modifications required by Mobility's installations and/or use of the Municipal Site shall be carried out at MTT's expense in a manner acceptable to the Municipality.
16. Where applicable, Mobility shall provide at its own expense for the extension of electrical power services required by its installations and/or use of the Municipal Site and shall pay the supplier directly for power consumed by its operations.
17. Mobility shall maintain its equipment and any other property which it may have upon the Site in a good and safe state of repair and in a clean and orderly condition.
18. Mobility shall notify the Municipality promptly of, and shall repair and make good at its expense promptly upon demand by the Municipality, any damage whatsoever caused to the Municipality's property or that of any other licensee if caused by Mobility's act or omission or that of any of its officers, employees, or agents, contractors or invitees or reasonably attributable to the equipment or installations owned or operated by Mobility.

RECOVERY OF COSTS OF COMPLIANCE WITH LAW OF STANDARD

19. As used in paragraphs 19 to 22 inclusive, "standard" means any standard, guideline or norm relating to facilities such as the facility in question, or use of same, and issuing from the Canadian Standards Association or any other governmental or private source generally recognized by the Municipality as authoritative.
20. In the event that the replacement or modification of all or part of the tower or building or other equipment belonging to the Municipality becomes necessary in order that the facility in question comply with a statute, regulation or standard coming into effect after the date of this agreement, Mobility shall pay to the Municipality its portion of the cost of such necessary work, as reasonably determined by the Municipality.
21. Any amount payable under paragraph 20 is due immediately on receipt by Mobility of:
 - (a) a copy of the law, regulation or standard in question,
 - (b) notice that the necessary work has been carried out; and
 - (c) a detailed invoice setting out the cost of the necessary work.

22. Mobility acknowledges that no payment under this heading entitles Mobility to any legal or equitable interest whatsoever in the facility in question. In particular, and without limiting the generality of the foregoing, no payment under this heading either creates a trust of any sort to the benefit of Mobility, or creates a partnership or joint venture between Mobility and the Municipality.

INDEMNIFICATION

23. The Municipality shall indemnify and save harmless Mobility, upon determination of liability therefore, from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Municipality, the Municipality's servants or agents in discharging its obligations under this License Agreement.
24. The Municipality's liability to indemnify or reimburse Mobility under this License Agreement shall not affect or prejudice Mobility from exercising any other rights under law.
25. Mobility shall indemnify and save harmless the Municipality and also, in the case of sub-clauses (b), (c) and (d) below, any other user of the tower, upon determination of liability therefore, from any and all liabilities, damages, costs, claims, suits or actions arising out of:
- (a) Any breach, violation or non-performance of any covenants, conditions or agreement in this agreement set forth and contained on the part of Mobility to be fulfilled, kept, observed and performed;
 - (b) Any damage to the said lands (including the said tower and other structures and equipment thereon), occasioned by Mobility's use thereof as permitted herein;
 - (c) Any injury to any person or persons, including death, resulting at any time from the negligence of Mobility, its servants or agents, occurring in or about the said lands (including the said tower and other structures thereon) and/or areas adjacent to the same;
 - (d) Any damage to property or injury to any person or persons occasioned by Mobility doing or suffering to be done on the said lands (including the said tower and other structures thereon) anything under its control that may be a nuisance at law, provided, that nothing herein contained shall be construed, interpreted and/or deemed to be any authorization by the Municipality for Mobility doing or suffering to be done on the said lands (including the said tower and other structures herein) anything that may be a nuisance at law.

INSURANCE

26. Mobility shall take out and keep in force during the term of this License, property damage and general liability insurance in such amount or amounts as may be reasonably determined from time to time by the Municipality. The public and general liability insurance in no event shall be for an amount less than One Million Dollars (\$1,000,000.00) per occurrence or less than the Municipality may from time to time specify. All insurance policies shall conform to the highest industry standards and be written by established, reputable insurance companies. Should Mobility change insurers after the commencement date of this License and the new insurers are deemed to be unsatisfactory to the Municipality, then the Municipality shall have the right to cancel this License.

Mobility shall provide the Municipality with such copies of either current policies or certificates or other proofs as may be required to establish the insurance coverage in effect

from time to time and the payment of premiums therefore. Each policy shall also contain an undertaking by the insurer that no material change adverse to the Municipality or Mobility will be made and the policy will not lapse or be cancelled or not be renewed, except after not less than thirty (30) days prior written notice to the Municipality of the intended change, lapse, cancellation or non-renewal. If Mobility fails to insure or pay premiums, or to file satisfactory proof thereof as so required, or if the Municipality receives notice of any cancellation of the insurance, the Municipality may give to Mobility notice requiring compliance with this section and specifying the respects in which Mobility is not then in compliance with this section. If Mobility does not, within seventy-two (72) hours provide appropriate evidence of compliance with this section, the Municipality may (but shall not be obligated to) obtain some or all of the additional coverage or other insurance which Mobility shall have failed to obtain, without prejudice to any other rights of the Municipality under this License or otherwise, and Mobility shall pay all premiums and other costs incurred by the Municipality forthwith upon demand.

PROTECTION OF WORKERS

27. Mobility expressly agrees that within 15 days of the demand of the Municipality or at the demand of other licensees expressed through the Municipality, it shall forthwith comply with a request to turn off or reduce its transmitter output power in the event that works of whatever nature must be carried out. Should Mobility fail to comply with such a request or in case of emergency or hazard to person or property, the Municipality may at its discretion and without penalty or liability turn off or reduce such power and shall advise Mobility of the action taken. This clause relates to Safety Code 6 issued by the Radio Protection Bureau of Health and Welfare Canada in February 1979, as may be amended from time to time.
28. Similarly, Mobility expressly agrees to comply forthwith with a reasonable request by the Municipality to turn off or reduce its use of any other equipment at the Municipal Site which in the Municipality's opinion could create a hazard or impediment to workers and/or work of whatever nature that in the Municipality's opinion must be carried out at the Municipal Site. Should Mobility fail to comply with such a request, the Municipality may at its discretion and without penalty or liability turn off or reduce Mobility's use of such equipment and shall advise Mobility of the action taken.

MUTUAL COVENANTS

The Municipality and Mobility further agree as follows:

29. Pursuant to the terms of this agreement the installation, maintenance, repair and/or any modification, addition or deletion of equipment or building, as the case may be, of Mobility, must meet the requirements and prior written approval of the Municipality's Engineer, provided always that any subsequent substantial change to this installation or the replacement by Mobility of any major component with another not identical thereto shall be subject to the prior written approval of the Municipality. Any approvals required shall not be unreasonably withheld.
30. Mobility and the Municipality will co-operate with each other and with any and all other licensees of the tower in testing and carrying out any modification that may be necessary to insure proper functioning of all services using the Municipal Site, buildings and the tower, and the covenant of Mobility hereunder shall be deemed to enure not only to the benefit of the Municipality but also to the benefit of all other present and/or future licensees of the Municipal Site, buildings and the tower from time to time. The Municipality in contracting with any other party who seeks to participate in the use of the Municipal Site, buildings and the tower shall exact from such party substantially the same covenant as is contained in this paragraph, which covenant shall be expressly stated to be for the benefit of all the other licensees of the Municipal Site, buildings and the tower at such time and from time to time thereafter.

31. Should interference develop at any time between the signals of the Municipality and that of Mobility, Mobility and the Municipality shall co-operate in the determination of the cause of such interference. The party responsible for causing the interference shall take immediate steps to eliminate the interference at its own expense. Where considerations of cost or engineering simplicity indicate that a modification to apparatus owned or operated by Mobility or the Municipality will provide the most expedient solution to any interference problem, such modifications shall be made, notwithstanding that such apparatus may not be the direct cause of the interference; always provided that any such modification will not adversely affect the operation or performance of the said apparatus and that the cost thereof be borne by the party responsible for such interference.
32. In the event that any of the installations at the Municipal Site of Mobility, including its antenna and equipment and/or any modifications thereof from time to time, shall cause interference in any way with the facilities of the Municipality or any prior licensee of the tower at such time, Mobility shall take steps at its own expense to eliminate such interference.

INTERRUPTION

33. Failure of either party to perform or observe any covenant, undertaking, obligation or condition herein stipulated on such party's part to be performed or observed shall not give the other party any claim against such party, or to be deemed a breach of this agreement, insofar as such failure arises from force majeure. "Force majeure" means any act of God; inevitable accident; fire; lockout, strike or other labour dispute; riot or civil commotion; political controversy; act of public enemy; law, enactment, regulation, rule, order or act of government or governmental instrumentality (whether federal, provincial, local, foreign or other); failure of technical facilities; or other cause of a similar or different nature beyond Mobility's or the Municipality's control or that of any major supplier of facilities or services to either party.

DESTRUCTION

34. Should any of the facilities licensed herewith for use by Mobility be damaged in whole or in part by whatever cause to an extent rendering them either partially or totally unusable in the opinion of the Municipality, the Municipality and Mobility shall co-operate in determining the cause of the occurrence and in determining the feasibility of restoring the damaged facility to full use, provided always that the Municipality shall be under no obligation to restore or rebuild the damaged facility in whole or in part. Mobility shall have the option of restoring or rebuilding its own damaged equipment or installations or terminating this Agreement.

TERMINATION

35. Mobility may terminate this Agreement at any time upon three (3) months prior written notice given to the Municipality. The fees to be reserved hereunder shall be payable up to and including the third month following the month in which notice is given.
36. If Mobility ceases to hold the required approval from the Industry Canada and/or the Canadian Radio-Television and Telecommunications Commission to operate at the Municipal Site, Mobility shall cease transmitting forthwith and remove its equipment immediately from the Municipal Site and this agreement shall terminate as of the date of removal of the last of Mobility's installations and equipment from the Municipal Site.

COST OF REMOVALS

37. Upon expiry or earlier termination of this License, or within a reasonable time thereafter, Mobility shall remove from the Municipal Site all fixtures or improvements placed thereon by Mobility, in which case Mobility will leave the Municipal Site in a restored condition.

DEFAULT

38. In the event that Mobility shall fail to perform any of the covenants or its obligations under or in respect of this license agreement having been given written notice of such default, then the Municipality, may:
- (a) terminate this agreement with ninety (90) days written notice; and/or
 - (b) in the event of interference as contemplated by Section 31 of this License, prevent Mobility from broadcasting; and/or
 - (c) perform or cause to be performed any of such covenants and/or obligations or any part thereof at Mobility's expense, the amount of which expense shall be deemed to be the cost incurred by the Municipality.

PART 2 - THE MT&T SITE

TERM

39. This License is for a term commencing December 1, 1999 and terminating November 29, 2019.

LICENSE FEE

40. In consideration of the premises and the mutual covenants and obligations contained herein, the License Fee is One Dollar (\$1.00) for the Term.
41. Any increase in property taxes or any other levy assessed against MT&T occurring after the commencement date which is directly attributable to the Municipality's antenna, transmission line, equipment shelter, improvements and/or facilities located on the MT&T Site or to the operation of the Municipality's system, including any increase in a grant paid or payable in lieu of taxes, shall be paid directly by the Municipality or reimbursement to MT&T on demand if such increase is paid by MT&T.
42. Any tax or other levy assessed in respect to the Municipality's use of the MT&T Site shall be paid by the Municipality or reimbursement to MT&T on demand if such tax or levy is paid by the MT&T. Without limiting the generality of the foregoing, any Value Added Tax, Goods and Services Tax or Sales Tax assessed during the term of this agreement and collectible by MT&T shall be paid in full by the Municipality in addition to all other fees, charges and taxes payable under this agreement.
43. Any change in maintenance costs paid or payable in respect to the MT&T Site and/or tower may, in MT&T's discretion, be fairly apportioned among MT&T, the Municipality, and any other licensees in the form of an adjustment of the shares of maintenance costs payable by the Municipality and any other licensees.
44. Should the Municipality request documentation relating to maintenance costs, MT&T may provide a statement of those costs showing the nature and amount of each cost item, which statement shall be deemed to be adequate verification of the costs in question.

LICENSE

45. MT&T hereby grants to the Municipality a license to occupy the antennas, building and equipment noted in Appendix "B" to this Agreement at the MT&T Site and/or on the tower as the case may be provided, however, that the location and the placement of the Municipality's equipment on the tower is subject to the approval and direction of MT&T.
46. The Municipality shall advise MT&T of the number of frequencies added to or deleted from that number of frequencies used as of the commencement of this Agreement.
47. The exercise of this license herein by the Municipality and all installations effected by the Municipality shall be at the sole and exclusive risk of the Municipality. MT&T shall not be liable to the Municipality for any loss, damages, costs and/or disbursements relating to property or trade of the Municipality save in the event that loss, damage, cost and/or disbursement is directly caused by the negligence of MT&T.
48. The Municipality shall not assign, transfer or otherwise dispose of, or encumber the license granted herein in whole or in part without obtaining the prior written consent of MT&T, which consent may be unreasonably withheld.

ACCESS

49. MT&T shall make available to the Municipality, its officers, employees and/or agents reasonable access to the MT&T Site for the purposes necessary to the reasonable exercise by the Municipality of the license granted herein, over the existing road as it is at the date of this agreement provided, however, as follows:
 - (a) that request for access shall first be obtained by contacting the MT&T Mobility Provisional Network Operations Centre;
 - (b) that the Municipality and its representatives shall be accompanied by a representative of MT&T Mobility;
 - (c) the Municipality shall pay to MT&T Mobility such fees as may be prescribed by MT&T Mobility from time to time, acting reasonably, for access to the MT&T Site.
50. MT&T is not and will not be under any obligation to repair or improve the access road or to clear it of snow or other obstruction, beyond MT&T's own requirements.
51. The aforesaid right of access shall be exercised at the sole risk of the Municipality herein, MT&T bearing no responsibility or liability for loss or damage to persons or property of the Municipality relating to use of the access road herein, in general or the condition of that road in particular.
52. The Municipality shall, if requested, provide MT&T with a list of names of persons who will be attending on the MT&T Site on its behalf, whether as officer, employee, agent and/or invitee, and shall advise MT&T in writing of any amendments that should, from time to time, be made to the said list.

OBLIGATIONS OF THE MUNICIPALITY

53. Save as otherwise provided in this agreement, the Municipality shall bear all costs related to its installations and use of the MT&T Site including the tower load analysis required for the preparation of a revised Structural Adequacy Certificate. Copies of any such Certificate shall be submitted by the Municipality to Industry Canada, Mobility and MT&T. In particular, any modifications required by the Municipality's installations and/or use of the MT&T Site shall be carried out at the Municipality's expense in a manner acceptable to MT&T.

54. Where applicable, the Municipality shall provide at its own expense for the extension of electrical power services required by its installations and/or use of the MT&T Site and shall pay the supplier directly for power consumed by its operations.
55. The Municipality shall maintain its equipment and any other property which it may have upon the MT&T Site in a good and safe state of repair and in a clean and orderly condition.
56. The Municipality shall notify MT&T promptly of, and shall repair and make good at its expense promptly upon demand by MT&T, any damage whatsoever caused to MT&T's property or that of any other licensee if caused by the Municipality's act or omission or that of any of its officers, employees, or agents, contractors or invitees or reasonably attributable to the equipment or installations owned or operated by the Municipality.

RECOVERY OF COSTS OF COMPLIANCE WITH LAW OF STANDARD

57. As used in paragraphs 57 to 59 inclusive, "standard" means any standard, guideline or norm relating to facilities such as the facility in question, or use of same, and issuing from the Canadian Standards Association or any other governmental or private source generally recognized by MT&T as authoritative.
58. In the event that the replacement or modification of all or part of the tower or building or other equipment listed in Appendix "B" and belonging to MT&T becomes necessary in order that the facility in question comply with a statute, regulation or standard coming into effect after the date of this agreement, the Municipality shall pay to MT&T its portion of the cost of such necessary work, as reasonably determined by MT&T.
59. Any amount payable under paragraph 58 is due immediately on receipt by the Municipality of:
 - (a) a copy of the law, regulation or standard in question,
 - (b) notice that the necessary work has been carried out; and
 - (c) a detailed invoice setting out the cost of the necessary work.
60. The Municipality acknowledges that no payment under this heading entitles the Municipality to any legal or equitable interest whatsoever in the facility in question. In particular, and without limiting the generality of the foregoing, no payment under this heading either creates a trust of any sort to the benefit of the Municipality, or creates a partnership or joint venture between the Municipality and MT&T.

INDEMNIFICATION

61. MT&T shall indemnify and save harmless the Municipality, upon determination of liability therefore, from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of MT&T, MT&T's servants or agents in discharging its obligations under this License Agreement.
62. MT&T's liability to indemnify or reimburse the Municipality under this License Agreement shall not affect or prejudice the Municipality from exercising any other rights under law.
63. The Municipality shall indemnify and save harmless MT&T and also, in the case of sub-clauses (b), (c) and (d) below, any other user of the tower, upon determination of liability therefore, from any and all liabilities, damages, costs, claims, suits or actions arising out of:

- (a) Any breach, violation or non-performance of any covenants, conditions or agreement in this agreement set forth and contained on the part of the Municipality to be fulfilled, kept, observed and performed;
- (b) Any damage to the said lands (including the said tower and other structures and equipment thereon), occasioned by the Municipality's use thereof as permitted herein;
- (c) Any injury to any person or persons, including death, resulting at any time from the negligence of the Municipality, its servants or agents, occurring in or about the said lands (including the said tower and other structures thereon) and/or areas adjacent to the same;
- (d) Any damage to property or injury to any person or persons occasioned by the Municipality doing or suffering to be done on the said lands (including the said tower and other structures thereon) anything under its control that may be a nuisance at law; provided, that nothing herein contained shall be construed, interpreted and/or deemed to be any authorization by MT&T for the Municipality doing or suffering to be done on the said lands (including the said tower and other structures herein) anything that may be a nuisance at law.

INSURANCE

64. The Municipality shall take out and keep in force during the term of this License, property damage and general liability insurance in such amount or amounts as may be reasonably determined from time to time by MT&T. The public and general liability insurance in no event shall be for an amount less than One Million Dollars (\$1,000,000.00) per occurrence or less than MT&T may from time to time specify. All insurance policies shall conform to the highest industry standards and be written by established, reputable insurance companies. Should the Municipality change insurers after the commencement date of this License and the new insurers are deemed to be unsatisfactory to MT&T, then MT&T shall have the right to cancel this License.

The Municipality shall provide MT&T with such copies of either current policies or certificates or other proofs as may be required to establish the insurance coverage in effect from time to time and the payment of premiums therefore. Each policy shall also contain an undertaking by the insurer that no material change adverse to MT&T or the Municipality will be made and the policy will not lapse or be cancelled or not be renewed, except after not less than thirty (30) days prior written notice to MT&T of the intended change, lapse, cancellation or non-renewal. If the Municipality fails to insure or pay premiums, or to file satisfactory proof thereof as so required, or if MT&T receives notice of any cancellation of the insurance, MT&T may give to the Municipality notice requiring compliance with this section and specifying the respects in which the Municipality is not then in compliance with this section. If the Municipality does not, within seventy-two (72) hours provide appropriate evidence of compliance with this section, MT&T may (but shall not be obligated to) obtain some or all of the additional coverage or other insurance which the Municipality shall have failed to obtain, without prejudice to any other rights of MT&T under this License or otherwise, and the Municipality shall pay all premiums and other costs incurred by MT&T forthwith upon demand.

PROTECTION OF WORKERS

65. The Municipality expressly agrees that within 15 days of the demand of MT&T or at the demand of other licensees expressed through MT&T, it shall forthwith comply with a request to turn off or reduce its transmitter output power in the event that works of whatever nature must be carried out. Should the Municipality fail to comply with such a request or in case of emergency or hazard to person or property, MT&T may at its discretion and without penalty or liability turn off or reduce such power and shall advise the Municipality of the action taken. This clause relates to Safety Code 6 issued by the Radio Protection Bureau of Health and Welfare Canada in February 1979, as may be amended from time to time.
66. Similarly, the Municipality expressly agrees to comply forthwith with a reasonable request by MT&T to turn off or reduce its use of any other equipment at the MT&T Site which in MT&T's opinion could create a hazard or impediment to workers and/or work of whatever nature that in MT&T's opinion must be carried out at the MT&T Site. Should the Municipality fail to comply with such a request, MT&T may at its discretion and without penalty or liability turn off or reduce the Municipality's use of such equipment and shall advise the Municipality of the action taken.

MUTUAL COVENANTS

MT&T and the Municipality further agree as follows:

67. Pursuant to the terms of this agreement the installation, maintenance, repair and/or any modification, addition or deletion of equipment or building, as the case may be, of the Municipality, must meet the requirements and prior written approval of MT&T Mobility's Engineer, provided always that any subsequent substantial change to this installation or the replacement by the Municipality of any major component with another not identical thereto shall be subject to the prior written approval of MT&T. Any approvals required shall not be unreasonably withheld.
68. The Municipality and MT&T will co-operate with each other and with any and all other licensees of the tower in testing and carrying out any modification that may be necessary to insure proper functioning of all services using the MT&T Site, buildings and the tower, and the covenant of the Municipality hereunder shall be deemed to enure not only to the benefit of MT&T but also to the benefit of all other present and/or future licensees of the MT&T Site, buildings and the tower from time to time. MT&T in contracting with any other party who seeks to participate in the use of the MT&T Site, buildings and the tower shall exact from such party substantially the same covenant as is contained in this paragraph, which covenant shall be expressly stated to be for the benefit of all the other licensees of the MT&T Site, buildings and the tower at such time and from time to time thereafter.
69. Should interference develop at any time between the signals of Mobility and that of the Municipality, the Municipality and MT&T shall co-operate in the determination of the cause of such interference. The party responsible for causing the interference shall take immediate steps to eliminate the interference at its own expense. Where considerations of cost or engineering simplicity indicate that a modification to apparatus owned or operated by the Municipality or MT&T will provide the most expedient solution to any interference problem, such modifications shall be made, notwithstanding that such apparatus may not be the direct cause of the interference; always provided that any such modification will not adversely affect the operation or performance of the said apparatus and that the cost thereof be borne by the party responsible for such interference.

70. In the event that any of the installations at the MT&T Site of the Municipality, including its antenna and equipment and/or any modifications thereof from time to time, shall cause interference in any way with the facilities of MT&T or any prior licensee of the tower at such time, the Municipality shall take steps at its own expense to eliminate such interference.

INTERRUPTION

71. Failure of either party to perform or observe any covenant, undertaking, obligation or condition herein stipulated on such party's part to be performed or observed shall not give the other party any claim against such party, or to be deemed a breach of this agreement, insofar as such failure arises from force majeure. "Force majeure" means any act of God; inevitable accident; fire; lockout, strike or other labour dispute; riot or civil commotion; political controversy; act of public enemy; law, enactment, regulation, rule, order or act of government or governmental instrumentality (whether federal, provincial, local, foreign or other); failure of technical facilities; or other cause of a similar or different nature beyond the Municipality's or MT&T's control or that of any major supplier of facilities or services to either party.

DESTRUCTION

72. Should any of the facilities licensed herewith for use by the Municipality be damaged in whole or in part by whatever cause to an extent rendering them either partially or totally unusable in the opinion of MT&T, MT&T and the Municipality shall co-operate in determining the cause of the occurrence and in determining the feasibility of restoring the damaged facility to full use, provided always that MT&T shall be under no obligation to restore or rebuild the damaged facility in whole or in part. The Municipality shall have the option to restoring or rebuilding its own damaged equipment or installations or terminating this Agreement.

TERMINATION

73. The Municipality may terminate this Agreement at any time upon three (3) months prior written notice given to MT&T. The fees to be reserved hereunder shall be payable up to and including the third month following the month in which notice is given.
74. If the Municipality ceases to hold the required approval from the Department of Communications and/or the Canadian Radio-Television and Telecommunications Commission to operate at the MT&T Site, the Municipality shall cease transmitting forthwith and remove its equipment immediately from the MT&T Site and this agreement shall terminate as of the date of removal of the last of the Municipality's installations and equipment from the MT&T Site.

COST OF REMOVALS

75. Upon expiry or earlier termination of this License, or within a reasonable time thereafter, the Municipality shall remove from the MT&T Site all fixtures or improvements placed thereon by the Municipality, in which case the Municipality will leave the MT&T Site in a restored condition.

DEFAULT

76. In the event that the Municipality shall fail to perform any of the covenants or its obligations under or in respect of this license agreement having been given written notice of such default, then MT&T, may:
- (a) terminate this agreement with ninety (90) days written notice; and/or
 - (b) in the event of interference as contemplated by Section 69 of this License, prevent the Licensee from broadcasting; and/or
 - (c) perform or cause to be performed any of such covenants and/or obligations or any part thereof at the Municipality's expense, the amount of which expense shall be deemed to be the cost incurred by MT&T.

PART 3 - MISCELLANEOUS

NO TENANCY, AGENCY OR PARTNERSHIP CREATED

77. Nothing contained herein shall be deemed or construed by the parties as creating the relationship of principal and agent, lessor and lessee, or of partnership or of joint venture between the parties, it being understood and agreed that none of the provisions contained herein, nor any acts of the parties shall create any relationship between the parties other than that of licensor and licensee.

NOTICE

78. Any notice which is required to be given under the terms of this agreement may be effectively given by the parties hereto if personally delivered to the Corporation or to the Licensee or by mailing the same by prepaid registered mail directed to the Corporation at:

Cape Breton Regional Municipality
320 Esplanade
Sydney NS B1P 7B9
Attn: City Solicitor

and to MT&T at:

Maritime Tel & Tel Limited
PO Box 880
Upper Mall - Scotia Square
Halifax NS B2J 2W3

Attn: Brian J. Kinch, Real Estate Manager

and to MT&T Mobility at:

MT&T Mobility
238 Brownlow Avenue
Dartmouth NS B3B 1Y4
Attn: Corporate Secretary

Any notice shall be deemed to be effectively given on the date of personal delivery or on expiration of the fifth day following the day on which such mailing was effected, except in the case of postal interruption when personal service only shall be effective.

HAZARDOUS SUBSTANCES

79. Each party covenants with the other that it will not allow the use of any hazardous substances on or about the Mobility Site or the Municipal Site, as the case may be. In this Agreement, hazardous substance means any hazardous waste or substance, pollutant, contaminant, waste or other substance, whether solid, liquid or gas in form which when released into the natural environment may, based upon reasonably authoritative information then available concerning such substance, immediately or in the future, directly or indirectly cause material harm or degradation to the natural environment or to the health and welfare of any living thing and includes, without limiting the generality of the foregoing, the following:
- (a) any such substance as defined or designated under any applicable laws and regulations for the protection of the environment or any living thing;
 - (b) asbestos, urea formaldehyde, poly-chlorinated biphenyl (PCB) and materials manufactured with or containing the same; and
 - (c) radio-active and toxic substances.

RIGHT OF PURCHASE

80. If, during the term of this Reciprocal License Agreement or any extension or renewal thereof and for an additional six (6) month period after the end of this Agreement, either of MT&T or the Municipality determines that it wishes to sell its Site, that party shall first give notice of its intention to sell its Site to the other party by sending to it a notice in accordance with this Agreement and the party notified shall have the right, during the next 60 days after receipt or deemed receipt of such notice by it, by written notice to the other party, to elect to purchase the property at market value. The Site shall be conveyed by deed without covenants and on an "as is, where is" basis without representation or warranty as to fitness for purpose. If the party does not elect to purchase the Site, the other party shall be at liberty to sell the Site to third parties without being obliged to submit any further offer to the other party in the matter herein provided.

GENERAL PROVISIONS

81. This agreement and the covenants and obligations herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
82. This agreement may only be amended in writing executed by the parties hereto and attached as an Addendum to an executed copy of this agreement.
83. The parties acknowledge that this agreement does not grant any interest, whether legal or equitable, to either party in or to any real property interest of the other party.

84. This agreement shall be interpreted in accordance with the laws of the Province of Nova Scotia.

IN WITNESS WHEREOF the parties have duly caused this agreement to be executed.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

MT&T MOBILITY INCORPORATED

Per: Original Signed

Per: Original Signed By
J. DAVID LANDRIGAN
MARITIME TEL & TEL LIMITED

Per: Original Signed

Per: Original Signed

CAPE BRETON REGIONAL MUNICIPALITY

Per: Original Signed

Per: Original Signed

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

ON THIS 20 day of April, 2000, before me, the subscriber personally came and appeared, Holly LaFrenne, a subscribing witness to the foregoing Indenture who, having been by me duly sworn, made oath and said that MT&T Mobility Inc., one of the parties thereto, caused the same to be executed on its behalf and its corporate seal to be thereunto affixed by its proper officer(s) in h presence.

Original Signed By

A Barrister of the Supreme Court of the Province of Nova Scotia

SCOTT F. FARMER

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

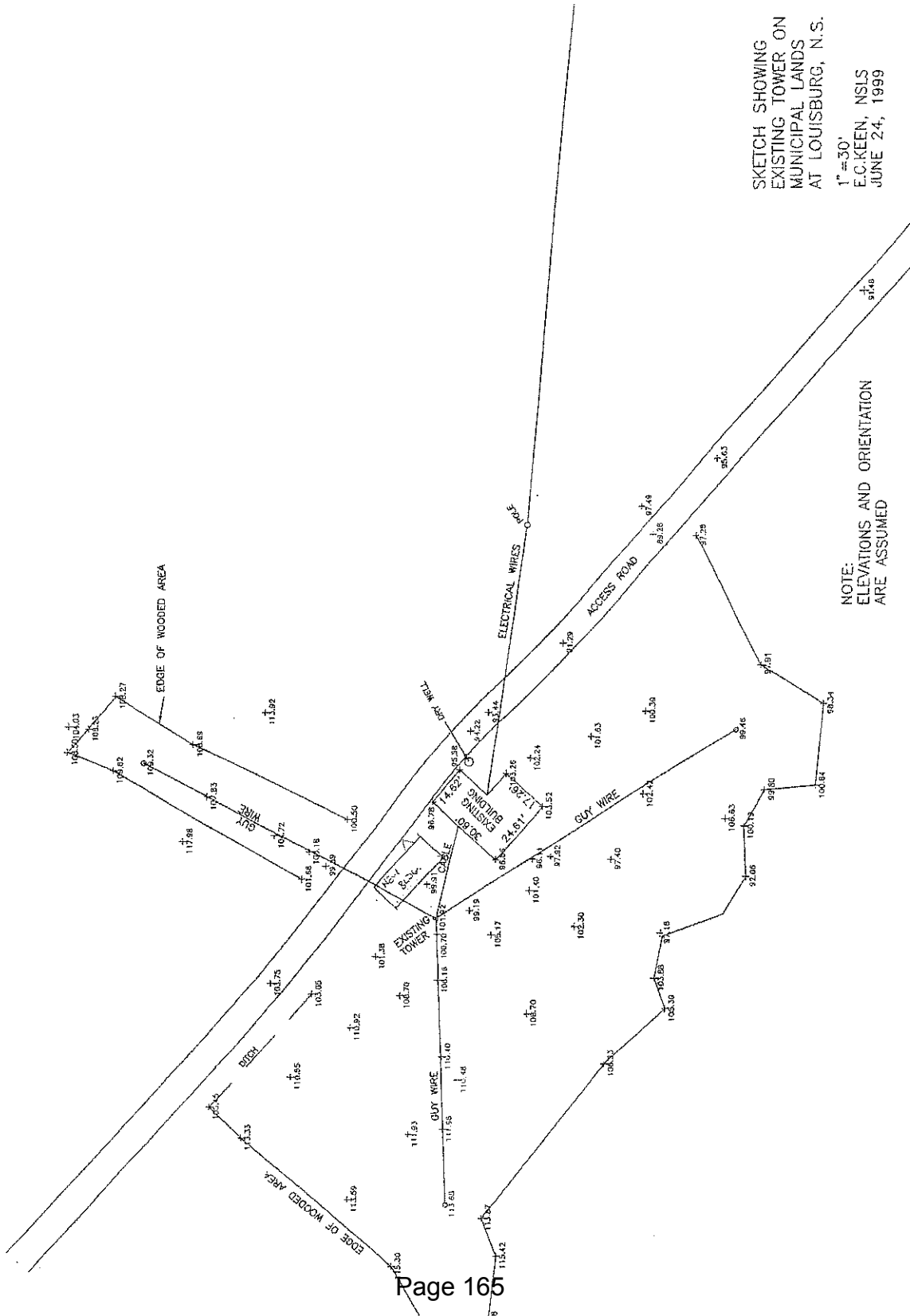
ON THIS 20 day of April, 1999, before me, the subscriber personally came and appeared, Holly LaFrenne, a subscribing witness to the foregoing Indenture who, having been by me duly sworn, made oath and said that Maritime Tel & Tel Limited, one of the parties thereto, caused the same to be executed on its behalf and its corporate seal to be thereunto affixed by its proper officer(s) in h presence.

Original Signed

A Barrister of the Supreme Court of the Province of Nova Scotia

A Commissioner of the Province of Nova Scotia

SCHEDULE "A"



SCHEDULE "B"

32	BEN EOIN
Location Code	1101
Municipality	Municipality of the County of Cape Breton
A.A. No.	3031861

ALL and singular that certain lot, piece or parcel of land situate, lying and being at Ben Eoin, in the County of Cape Breton, Province of Nova Scotia, and being more particularly bounded and described as follows:

BEGINNING at a steel bar located on the western boundary of a thirty foot (30') access road leading from the southern boundary of the Sydney-St. Peter's Main Highway to the Maritime Telegraph & Telephone Co. Ltd. Radio Repeater Station, said steel bar being located one hundred and fifty-two point five feet (152.5') when measured at a right angle from the aforesaid southern boundary of the Sydney-St. Peter's Main Highway;

THENCE running south 11 degrees 05 minutes west along the said western boundary of the thirty foot (30') access road a distance of fifty-four point six feet (54.6') to a steel bar;

THENCE running south 77 degrees 30 minutes west parallel to the Sydney-St. Peter's Main Highway a distance of fifty point zero feet (50.0') to a steel bar;

THENCE running north 11 degrees 05 minutes east a distance of fifty-four point six feet (54.6') to a steel bar;

THENCE running north 77 degrees 30 minutes east a distance of fifty point zero feet (50.0') to the place of beginning;

AN AREA containing twenty-five hundred (2500) square feet, or 0.05 acres.

Reg: CBR
Book: 681
Page: 596

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SCHEDULE "B"

33	BEN EOIN
Location Code	1101
Municipality	Municipality of the County of Cape Breton
A.A. No.	3031861

ALL that certain lot, piece or parcel of land situate, lying and being at Ben Eoin, in the County of Cape Breton, the point of beginning being described thus:

COMMENCING at a point of beginning on the western boundary of the lot being conveyed hereby, which point of beginning is found or located in the following manner:

COMMENCING at a point on the southern side of the Main Highway leading from Sydney to St. Peters at Ben Eoin where said southern side of the highway is intersected by the boundary line between lands owned by Russell Smith and Joseph J. Abbass;

THENCE in an easterly direction along the southern side of the main highway four hundred and forty-four point six feet (444.6') to a point;

THENCE in a southeasterly direction on a magnetic course of south 09 degrees east a distance of seventeen hundred and sixty-seven point zero feet (1767.0') to a point;

THENCE in a southeasterly direction on a magnetic course of south 64 degrees east a distance of six hundred and three feet (603') to the aforesaid point of beginning;

THENCE from the point of beginning so described in a northeasterly direction on a magnetic course of north 04 degrees east a distance of four hundred and thirty-seven feet (437') to a point;

THENCE in a northeasterly direction on a magnetic course of north 82 degrees east a distance of six hundred feet (600') to a point;

THENCE in a southwesterly direction on a magnetic course of south 04 degrees west a distance of six hundred feet (600') to a point;

THENCE in a southwesterly direction on a magnetic course of south 82 degrees west a distance of six hundred feet (600') to a point;

THENCE in a northeasterly direction on a magnetic course of north 04 degrees east a distance of one hundred and sixty-three feet (163') to the point of beginning;

BEING the lot shown enclosed in red lines on the plan attached to that Deed recorded at the Registry of Deeds for the County of Cape Breton in Book 647 at Page 28 being a plan of survey dated July 15, 1959, made by Maritime Engineering Consultants;

TOGETHER with a free and uninterrupted right-of-way thirty feet (30') in width, for persons, animals and vehicles, through, along and over that parcel of land outlined in green lines on the aforesaid plan, the centre line of which right-of-way is more particularly bounded and described as follows:

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BEGINNING at a point on the southern side of the main paved highway leading from Sydney to St. Peters at Ben Eoin, said point being located twenty-nine hundred and seventy-six feet (2976') as measured along the southern side of the said highway in an easterly direction from the boundary line between lands now or formerly owned by Russell Smith and Joseph J. Abbass;

THENCE in a southwesterly direction on a magnetic course of south 4° 20' west a distance of ninety-seven feet (97') to a point;

THENCE in a southwesterly direction on a magnetic bearing of south 15° west a distance of three hundred and nine point seven feet (309.7') to a point;

THENCE in a southeasterly direction on a magnetic course of south 8° 55' east a distance of one hundred and ninety-six point seven feet (196.7') to a point;

THENCE in a southwesterly direction on a magnetic course of south 10° 11' west a distance of three hundred and sixteen point eight feet (316.8') to a point;

THENCE in a southwesterly direction on a magnetic bearing of south 65° 29' west a distance of three hundred and thirty point eight feet (330.8') to a point;

THENCE in a southwesterly direction on a magnetic course of south 21° 19' west a distance of three hundred and eighty-nine point six feet (389.6') to a point;

THENCE in a southwesterly direction on a magnetic bearing of south 39° 53' west a distance of one hundred and sixteen point three feet (116.3') to a point;

THENCE in a northwesterly direction on a magnetic bearing of north 10° 15' west a distance of two hundred and nine point eight feet (209.8') to a point;

THENCE in a northwesterly direction on a magnetic bearing of north 40° 58' west a distance of one hundred and ninety-three point zero feet (193.0') to a point;

THENCE in a southwesterly direction on a magnetic bearing of south 5° 21' west a distance of two hundred and seventy-seven point nine feet (277.9') to a point;

THENCE in a southwesterly direction on a magnetic bearing of south 39° 26' west a distance of two hundred and ninety-one feet (291') to a point on the eastern side of said lot, said point being located two hundred and thirty feet (230') in a southerly direction from the northeastern corner of said lot.

All bearings magnetic 1959.

Reg: CBR
Book: 647
Page: 28

APPENDIX A

CURRENT

Two (2) Celwave Antennae 0 A08410TMR; and
Two (2) 1 1/4" Cables-LDF6

Located at the 150 Foot Level (45.7 m)

FUTURE

(A) One (1) 4' Grid Cellular Enhancer RX/TX; and
One (1) 7/8" Cable Located At the 145 Foot Level (44.2 m); and

(B) One (1) SRL 480 (or equivalent) and
One (1) 7/8" Cable Located at the 146 Foot Level (44.5 m); and

(C) Two (2) SRL 480 (or equivalent); and
Two (2) 1 5/8" Cables Located at the 150 Foot Level (45.7 m)

Building 13' x 25' Located as Indicated on the Schedule "A" Annexed Hereto.

APPENDIX B

Current

1. Repeater Station servicing the Big Pond, North Side East Bay and East Bay Volunteer Fire Departments and associated space in the building located on the property more particularly described in Schedule "B" annexed hereto.
2. Environment Canada weather base station and associated building space in the building located on the lands described in Schedule "B" annexed hereto

Future

1. Repeater Station servicing Cape Breton Regional Municipality Police Force together with associated building space in the building located on the lands described in Schedule "B" annexed hereto.

DATED: 1999

BETWEEN:

CAPE BRETON REGIONAL
MUNICIPALITY

(hereinafter referred to as the "Municipality")

- and -

MT&T MOBILITY, a body corporate,

(hereinafter referred to as "Mobility")

- and -

MARITIME TEL & TEL LIMITED, a body
corporate.

LICENSE AGREEMENT

Brian A. Tabor
COX HANSON O'REILLY MATHESON
Barristers & Solicitors
1100 Purdy's Wharf Tower 1
1959 Upper Water Street
P.O. Box 2380, Station M
Halifax, Nova Scotia
B3J 3E5

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CBRM

A Community of Communities

Cape Breton Regional Municipality

**Paul Burt,
Manager Building, Planning &
Licensing Laws**

320 Esplanade, Room 103
Sydney, NS B1P 7B9
Phone: 902-563-5175
Fax: 902-563-0833
Email: pburt@cbrm.ns.ca

Memo

TO: CBRM Municipal Council

FROM: Paul Burt, Manager Building, Planning & Licensing Laws

DATE: May 13, 2019

RE: Appointment of Ian O'Neill as a CBRM Building Official

At the March 27, 2018 meeting of CBRM Regional Council a motion was passed appointing our recently hired Assistant Building Officials (ABOs) to administer and enforce various CBRM bylaws as well as the Dangerous and Unsightly provisions of the *Municipal Government Act*. At that time, I advised the ABOs were hired to work toward obtaining their diplomas as Qualified Building Officials so that they would be eligible for appointment as Building Officials as per the requirements of the Nova Scotia Building Code Regulations.

I am pleased to report that the first of these two Assistant Building Officials, Ian O'Neill, has successfully completed the Professional Studies Program for a Level 1 Building Official and has received his Diploma of Qualification.

I am here today to request that CBRM Municipal Council pass a motion appointing Ian O'Neill as CBRM Building Official responsible for the Administration and Enforcement of the Provincial Building Code and the CBRM Building By-Law.

Respectfully Submitted,

Original Signed By

Paul Burt, QBO2
Manager Building, Planning & Licensing Laws



MEMO

TO: CBRM Council

DATE: Tuesday, May 14, 2019

FROM: Director, Planning and Development

RE: APPOINTMENT OF DEVELOPMENT OFFICER

BACKGROUND

In February of 2018, CBRM Council appointed Karen Neville as a development officer to act in the absence of the existing development officer and assistance development officer. The Planning Department has recently hired a new development officer, Kimberly Spinney, who will require an appointment to perform her duties.

DISCUSSION

Section 243 of the *Municipal Government Act* requires Council to appoint a development officer to administer its land use bylaw and subdivision bylaw. CBRM's development officer is responsible for the day-to-day administration of its Land Use Bylaws and Subdivision Bylaw. This includes processing development permits and subdivision approval in compliance with these bylaws.

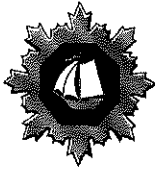
RECOMMENDATION

That Council appoint Kimberly Spinney as development officer for CBRM.

Respectfully submitted by:

ORIGINAL SIGNED BY

Michael Ruus
Director, Planning and Development



CBRM

A Community of Communities

Demetri Kachafanas
Regional Solicitor
563-5047

ISSUE PAPER

TO: General Committee

FROM: Demetri Kachafanas
Regional Solicitor

SUBJECT: Gardiner Mines Senior Citizens and Pensioners Association
Request for Lease Renewal
Former Gardiner Mines School #2
My File No. 2217

DATE: May 13, 2019

I am in receipt of a request to renew the Lease between the CBRM and the Gardiner Mines Senior Citizens and Pensioners Association for the property known as the Old Gardiner Mines School for a further five (5) year period, with all other terms to remain the same.

We have sought input from the Recreation, Parks, Grounds & Buildings departments and have been advised that they have no issues with granting a renewal of this lease agreement.

Therefore, I would ask for a Motion to have Mayor and Clerk sign a Lease on behalf of CBRM in favour of the Gardiner Mines Senior Citizens and Pensioners Association for the property in question.

Thank you.

Sincerely,

Demetri Kachafanas
Regional Solicitor

THIS INDENTURE made in duplicate this _____ day of _____, 2019,

BETWEEN:

CAPE BRETON REGIONAL MUNICIPALITY, a body corporate and politic, as successor to the former Municipality of the County of Cape Breton;

(hereinafter called the “Landlord)

OF THE ONE PART

AND:

GARDINER MINES SENIOR CITIZENS AND PENSIONERS ASSOCIATION, of Gardiner Mines, in the Cape Breton Regional Municipality, Province of Nova Scotia;

(hereinafter called the “Tenant”)

OF THE OTHER PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord hereby demises and leases unto the Tenant all those premises situate at Gardiner Mines, in the Cape Breton Regional Municipality, Province of Nova Scotia, known as the Gardiner Mines School #2, hereinafter called the “demised premises”.

TO HAVE AND TO HOLD the demised premises unto the Tenant for a term of 5 (five) years, commencing the 1st day of _____, 2019, and thenceforth fully to be completed and ended on the 31st day of _____, 2024.

PROVIDED, HOWEVER, that this lease shall automatically terminate upon the occurrence of any of the three following situations:

1. Mutual agreement of the parties hereto;
2. If the premises are damaged by fire and not repaired or restored by the Tenant within 60 (sixty) days following the fire; or
3. In the event that the premises cease to be actively used for recreational purposes.

YIELDING AND PAYING, therefore, during the said term the sum of \$1.00 (One Dollar) payable on execution hereof.

THE TENANT covenants, promises and agrees to and with the Landlord in the following manner:

1. The Tenant agrees that the demised premises shall be used only for the purpose of a recreational centre.
2. The Tenant will, at all reasonable times during the term of this lease, permit the Landlord to enter the demised premises to inspect and examine the condition thereof and to make any repairs or alterations to the structure should it so desire.
3. The Tenant will provide and pay for all charges for electrical energy that may be used in connection with the demised premises.
4. The Tenant may, at its own expense, make any minor alterations with the written approval of the Landlord.
5. The Tenant will, at the expiration or sooner, upon termination of the term of this lease, peaceably and quietly surrender and yield up to the Landlord the demised premises and all fixtures and additions thereto in good and substantial repair in all respects.
6. The Landlord shall not be liable to the Tenant, or any other person, for any injury or damage sustained by any other person or property at any time, regardless of the cause, in or upon the demised premises.
7. The Landlord will not be responsible for any repairs or maintenance to the demised premises and does not render any services whatsoever in regard to the demised premises.

AND THE LANDLORD covenants, promises and agrees with the Tenant in the manner following:

1. The Landlord will not interfere with the Tenant’s quiet enjoyment of the demised premises, subject to this lease.

IN WITNESS WHEREOF the parties hereto have executed these presents by affixing their corporate seals hereto, attested by the hands of the proper signing officers, duly authorized on their behalf, on the day first above-written.

<p>SIGNED, SEALED AND DELIVERED</p> <p>in the presence of</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>CAPE BRETON REGIONAL MUNICIPALITY</p> <p>_____</p> <p>Mayor Cecil Clarke</p>
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