

Cape Breton Regional Municipality

Council Meeting

AGENDA

TUESDAY, JUNE 27TH, 2023

9:30 A.M.

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

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Cape Breton Regional Municipality

Council Meeting

Tuesday, June 27th, 2023

9:30 a.m.

AGENDA ITEMS

Land Acknowledgement

9:30 a.m.

Roll Call

O' Canada

1. APPROVAL OF AGENDA: (Motion Required)

2. BY-LAWS & MOTIONS:

9:35 a.m.

2.1 By-laws:

a) Second / Final Reading: N/A

b) First Reading:

i) Marketing Levy By-law Terry Smith, CEO - Destination Cape Breton (See page 5)

3. PUBLIC SERVICES ISSUE:

10:00 a.m.

3.1 "J-Class Roads" – 2024/2026 Cost Share Paving Agreement: Cory Yonden, Supervisor Engineering Services (See page 13)

Continued...

**Council Meeting Agenda
June 27th, 2023 (Cont'd)**

4. CORPORATE SERVICES ISSUES: 10:10 a.m.

4.1 Bridgeport School Property & Surrounding Land: PID 15450349, 15450356, 15904600, 15064900, Main Street, Glace Bay (District 10)

a) **Presentation by MacLeod Group:** Spokespersons: Donna Hoar, Project Manager – Grey Cardinal Management; and Dennis Ramsay, Senior Architect – FBM Architecture (See page 24)

b) **Staff Issue Paper:** Sheila Kolanko, Property Manager (See page 32)

4.2 Request to Deem CBRM Property Surplus PID 15702327 – Intercolonial Street, Sydney (District 5): Sheila Kolanko, Property Manager (See page 40)

4.3 Request to Deem CBRM Property Surplus PID 15500598 – James Street, River Ryan (District 11): Sheila Kolanko, Property Manager (See page 43)

4.4 Request to Deem CBRM Property Surplus – Portion of PID 15690480 Queen Street, North Sydney (District 2): Sheila Kolanko, Property Manager (See page 46)

4.5 Strategic Vision Review and Recommendations: Mike Targett, Community Consulting Coordinator (See page 49)

5. COUNCILLOR AGENDA REQUEST: 11:30 a.m.

5.1 Create a Disaster Relief Fund for Emergencies: Councillor Gordon MacDonald (See page 66)

6. COMMITTEE REPORTS:

N/A

7. Review of Action Items from this Meeting: 11:45 a.m.
Mayor Amanda M. McDougall-Merrill

ADJOURNMENT

Marketing Levy

Motion:

Moved by Councillor Gordon MacDonald, seconded by Councillor Green, to approve the request by Destination Cape Breton to amend the CBRM Marketing Levy By-law as follows:

- increase rate to 3%
- remove 10 rooms or more threshold and adopt *Tourist Accommodation Registration Act* definition of fixed-roof accommodations
- start date of January 1, 2024.

Discussion:

During discussion, some Councillors shared their views on the issue including, the following:

- Proposed use of incremental funds;
- Destination Cape Breton's consultation with CBRM staff regarding the levy;
- The allocation of funds dedicated to CBRM events;
- Exemptions to the levy;
- Changes to the legislation received Royal Assent on November 9, 2022.
- By-law must be updated by November 9, 2023 to align with legislation.

Following discussion, the Deputy Mayor called for the vote.

Motion Carried.

[NAME OF MUNICIPALITY]

MARKETING LEVY BY-LAW

BE IT ENACTED by Council for the [name of Municipality], pursuant to the *Municipal Government Act*, as amended.

Short Title

1. This By-law shall be known as [By-law number] and may be cited as the [name of Municipality] Marketing Levy By-law.

Definitions

2. In this By-law,
 - (a) "Accommodation" means the provision of one or more rental units or rooms as lodging in hotels and motels and in any other facility required to be registered under the *Tourist Accommodations Registration Act* and in a building owned or operated by a post-secondary educational institution;
 - (b) "Marketing Levy" means a levy imposed pursuant to this By-law;
 - (c) "Municipality" means [name of Municipality];
 - (d) "Operator" means a person who, in the normal course of the person's business, sells, offers to sell, provides or offers to provide Accommodation in the Municipality;
 - (e) "Purchase Price" means the price for which Accommodation is purchased, including the price in money, the value of services rendered and other consideration accepted by the Operator in return for the Accommodation provided, but does not include the goods and services tax.

Application of By-law

3. This By-law and the Marketing Levy imposed hereby shall be applicable to all Accommodations in the [name of Municipality].

Application of Marketing Levy

4. A Marketing Levy is hereby imposed upon the purchase of Accommodations in the Municipality, and the rate of the Marketing Levy shall be:
 - (a) Where the Accommodation will be provided on or before December 31, 2023, two percent (2%) of the Purchase Price of the Accommodation;
 - (b) Where the Accommodation will be provided on or after January 1, 2024, three percent (3%) of the Purchase Price of the Accommodation.
5. The Marketing Levy imposed under this By-law, whether the Purchase Price is stipulated to be payable in cash, on terms, by installments or otherwise, must be collected at the time of the sale on the total amount of the Purchase Price and must be remitted to the Municipality at the prescribed times and in the prescribed manner.
6. If a person collects an amount as if were a Marketing Levy imposed under this By-law, the person must remit the amount collected to the Municipality at the same time and in the same manner as a Marketing Levy collected under this By-law.

Exemption from the Marketing Levy

7. The Marketing Levy shall not apply to:
 - (a) a person who pays for Accommodation for which the daily Purchase Price is no more than twenty dollars (\$20.00);
 - (b) a student who is accommodated in a building owned or operated by a post-secondary educational institution while the student is registered at and attending that post-secondary educational institution;
 - (c) a person who is accommodated in a room for more than thirty (30) consecutive days;
 - (d) a person and the person's family, accommodated while the person or a member of the person's family is receiving medical treatment at a hospital or provincial health-care centre or is seeking specialist medical advice, provided the person provides the Operator with the following:
 - i. a statement from a hospital or provincial health-care centre confirming the person or a member of the person's family is receiving medical treatment at the hospital or health-care centre and is therefore in need of Accommodation and confirming the duration of the Accommodation; or

- ii. a statement from a physician licensed to practice medicine in the Province of Nova Scotia that the person or a member of the person's family is seeking specialist medical advice and is therefore in need of Accommodation and confirming the duration of the Accommodation.
 - (e) a person and the person's family, accommodated while the person and the person's family have been temporarily displaced from their home due to a natural disaster, including high wind event, flood event, fire or other naturally occurring damaging event.
8. The By-law and the Marketing Levy imposed hereby shall not apply to Accommodations containing fewer than ten (10) rooms where the Accommodation is provided on or before December 31, 2023.

Registration of Operator

- 9. Every Operator of a facility providing Accommodations to which this By-law applies shall apply for and be issued a registration certificate by the Municipality.
- 10. Where an Operator carries on business at more than one place, they shall obtain a registration certificate in respect of each individual place of business.
- 11. The registration certificate shall be displayed in a prominent place on the premises.
- 12. Where an Operator changes their address, they shall forthwith return their registration certificate to the Municipality for amendment.
- 13. Where an Operator changes the name or nature of their business, they shall forthwith return their registration certificate to the Municipality and apply for a new registration certificate.
- 14. Where an Operator ceases to carry on business in respect of which a registration certificate has been issued, the certificate shall thereupon be void, and they shall return the same to the Municipality within fifteen (15) days of the date of discontinuance.
- 15. Where a registration certificate is lost or destroyed, application shall be made to the Municipality for a copy of the original.
- 16. A registration certificate granted under Section 9 is not transferable.

Return and Remittance of Marketing Levy

- 17. The Municipality may at any time require a return of sales and Marketing Levy collected by any person selling Accommodation, such return to cover any period or periods.

18. Subject to the provisions of Section 17, unless otherwise provided, all Operators shall make separate monthly returns to the Municipality.
19. A separate return shall be made for each place of business, unless a consolidated return has been approved by the Municipality.
20. The returns by Operators shall be made and the Marketing Levy shall be remitted to the Municipality by the fifteenth (15th) day of the month following the collection of the Marketing Levy by the Operator.
21. If an Operator during the preceding period has collected no Marketing Levy, they shall nevertheless make a report to that effect on the prescribed return form.
22. Where an Operator ceases to carry on or disposes of their business, they shall make the return and remit the Marketing Levy collected within fifteen (15) days of the date of discontinuance or disposal.

Records

23. Every Operator shall keep books of account, records and documents sufficient to furnish the Municipality with the necessary particulars of
 - (a) Sales of Accommodations,
 - (b) Amount of Marketing Levy collected, and
 - (c) Disposal of Marketing Levy.
24. All entries concerning the Marketing Levy in such books of account, records and documents shall be separate and distinguishable from other entries made therein.
25. Every Operator shall retain any book of account, record or other document referred to in this section for a period of seven (7) years or until the Municipality authorizes its destruction.
26. Where a receipt, bill, invoice or other document is issued by a person selling Accommodation, the Marketing Levy shall be shown as a separate item thereon.

Calculation of Marketing Levy

27. Where an Operator sells Accommodation in combination with meals and other specialized services for an all-inclusive package price, the Purchase Price of the Accommodations shall be deemed to be the Purchase Price of the Accommodations when

such Accommodations are offered for sale in the same facility without such specialized services.

Refund of Marketing Levy Written Off

28. The Municipality may refund to an Operator who sells Accommodation a portion of the amount sent by the Operator to the Municipality in respect of Marketing Levy payable on that sale under this By-law, if
- (a) the Operator, in accordance with this By-law, remits the Marketing Levy required under this Act to be levied and collected for the sale;
 - (b) the purchaser subsequently fails to pay to the Operator the full amount of the consideration and Marketing Levy payable on that sale; and
 - (c) the Operator writes off as unrealizable or uncollectible the amount owing by the purchaser.
29. An Operator may deduct the amount of the refund payable to the Operator under this section from the amount of Marketing Levy that the Operator is required to remit under this By-law.
30. If an Operator who has obtained a refund under Section 28 or made a deduction under Section 29 recovers some or all of the amount referred to in Section 28(c) with respect to which the refund was paid or the deduction was made, the Operator must add an amount to the Marketing Levy to be paid or remitted by the Operator under this By-law with respect to the reporting period in which the recovery was made.

Refund of Marketing Levy Collected in Error

31. If the Municipality is satisfied that a Marketing Levy or a portion of a Marketing Levy have been paid in error, the Municipality shall refund the amount of the overpayment to the person entitled.
32. If the Municipality is satisfied that an Operator has remitted to the Municipality an amount as collected Marketing Levy that the Operator neither collected nor was required to collect under this By-law, the Municipality must refund the amount to the Operator.

Claim For Refund

33. In order to claim a refund under this By-law, a person must
- (a) submit to the Municipality an application in writing signed by the person who paid the amount claimed, and

(b) provide sufficient evidence to satisfy the Municipality that the person who paid the amount is entitled to the refund.

34. For the purposes of section 33(a), if the person who paid the amount claimed is a corporation, the application must be signed by a director or authorized employee of the corporation.

Interest

35. Interest payable under the By-law shall be payable at the rate of 4% above the prime rate as set by a Canadian bank located in the Municipality calculated on a daily basis.

Inspection, Audit and Assessment

36. A person appointed by the Municipality may enter at a reasonable time the business premises occupied by a person, or the premises where the person's records are kept:

- (a) to determine whether or not
 - i. the person is an Operator, or the premises are Accommodations within the meaning of this By-law, or
 - ii. this By-law is being and have been complied with, or
- (b) to inspect, audit and examine books of account, records or documents.

Offense

37. A person who contravenes any provision of the By-law is subject on summary conviction be liable to a fine as follows:

First Offence

(a) Not less than \$500.00 and not more than \$1,000.00.

Subsequent Offence

(b) For a subsequent conviction for the same or another provision of this By-law, not less than \$1,500.00 and not more than \$5,000.00.

Administration of By-law

38. This By-law shall be administered on behalf of the Municipality by the Chief Administrative Officer or any persons designated by the Chief Administrative Officer.

Effective Date

39. This By-law shall take effect from the 1st day of November, 2023.

PASSED AND ADOPTED by a majority of the whole of Council at a duly called meeting of the [name of Municipality] held on [date].

MAYOR or WARDEN

MUNICIPAL CLERK



A Community of Communities

Issue Paper

TO: Council Meeting

June 27, 2023

RE: “J-Class Roads” – 2024/2026 Cost Share Paving Agreement

The Cape Breton Regional Municipality’s current “J-Class” Subdivision Roads cost share paving agreement with the Nova Scotia Department of Transportation and Infrastructure Renewal expires on March 31st, 2024.

Nova Scotia Department of Transportation and Infrastructure Renewal are now requesting Cape Breton Regional Municipality confirm their “*expression of interest*” in continuing to participate in the cost share paving of “J-Class” Subdivision Roads Program by July 31, 2023.

There is no funding commitment under this “*expression of interest*”. Funding for this program is approved by annual CBRM Operating Budget.

Nova Scotia Department of Transportation & Infrastructure Renewal correspondence May 15, 2023 - “*Signing the outline agreement in no way commits the municipality to the cost sharing of the paving of any (“J-Class”) sub-division roads, unless an approved list is accepted in any fiscal year of the agreement. However, not having a signed agreement on file will prevent the municipality from requesting any sub-division (“J-Class”) paving under this program for the next three fiscal years.*”

Recommendation:

Council approve a “motion of Council” to authorize the Mayor & Municipal Clerk to sign the three (3) Year Provincial “Cost Share Agreement for the Paving of “J-Class” Subdivision Streets, noting that the CBRM funding for the same will be subject to annual budget approval.

We respectfully request a motion of Council to adopt the “*J-Class Roads” – 2024/2026 Cost Share Paving Agreement*” recommendation.

Respectfully submitted:

Cory Youden, P.Eng.
Supervisor Engineering Services



Department of Public Works
Highway Engineering and
Construction – Capital Programs

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Ms. Marie Walsh
Chief Administrative Officer
Cape Breton Regional Municipality
320 Esplanade
Sydney, NS B1P 7B9

Dear Ms. Walsh:

RE: THREE YEAR COST SHARE AGREEMENT FOR SUBDIVISION STREETS

The current three-year agreement for the paving of subdivision streets expires March 31, 2024. Attached is an electronic copy of the new three-year agreement to be entered into with the Minister of Public Works to continue this program.

The document will cover the terms of the agreement but will not list any specific subdivision roads that are to be paved. For each of the three years covered by the agreement, the Municipality will be asked to submit a prioritized list of roads for the next fiscal year. The Minister will return a letter advising of the approved roads for that fiscal year. Once the Municipality agrees to the approved list, it will become part of the agreement.

Please complete and affix the Municipal Seal on the Resolution of Council authorizing the Mayor and a designate to sign the agreement, then have the Mayor and the designate sign the agreement, have witnessed, and affix the Municipal Seal. **Please return all documents to me electronically on or before July 31, 2023.**

The Department requests that the Municipality return the attached agreement, whether you currently intend to submit subdivision roads for the program. Signing the outline agreement in no way commits the Municipality to the cost-sharing of the paving of any subdivision roads unless an approved list is accepted in any fiscal year of the agreement. However, not having a signed agreement on file will prevent the Municipality from requesting any subdivision paving under this program for the next three fiscal years.

Yours truly,

Laura Cunningham

Laura Cunningham
Capital Program Administration Officer



Public Works

COST SHARING AGREEMENT NO. 2023-005

THIS COST SHARING AGREEMENT ON THE PAVING OF SUBDIVISION (J-CLASS) STREETS (this "Agreement") is effective as of the _____ day of _____, 2023 (the "Effective Date").

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA, as represented by the Minister of Public Works (the "Province")

-and-

CAPE BRETON REGIONAL MUNICIPALITY, a municipal corporation incorporated pursuant to the *Municipal Government Act.*, S.N.S. 1998, c. 18 (the "Municipality")

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BACKGROUND:

1. Section 308 of the *Municipal Government Act*, S.N.S. 1998, c. 18 (the “**Act**”), provides that all streets in a municipality are vested absolutely in the municipality. Section 307 of the Act provides that this does not include streets that are vested in His Majesty in Right of the Province.
2. The parties agree that it is in the best interests of the public to cooperate with each other on the construction, improvement, alteration, repair, cleaning and clearing of Village and Subdivision Streets (as hereinafter defined).
3. By Order in Council dated May 12, 1988, the Province’s Executive Council approved a paving and cost-sharing program for these Village and Subdivision Streets.
4. The *1996 Provincial-Municipal Service Exchange Agreement* (the “**Service Exchange Agreement**”) specifies that cost-sharing on Village and Subdivision Streets is to be apportioned between the Province and the participating municipalities on a uniform 50-50% basis.
5. This Agreement outlines the parties’ joint understandings, commitments, and terms and conditions associated with the paving and cost-sharing of Village and Subdivision Streets, all in accordance with the Service Exchange Agreement, the *Public Highways Act*, R.S.N.S. 1989, c. 371 and the *Municipal Government Act*, S.N.S. 1998, c. 18.

AGREEMENT:

In consideration of the mutual covenants and agreements in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, and subject to the terms and conditions of this Agreement, the parties, intending to be bound, agree as follows:

1. **Definitions.** In this Agreement, unless something in the subject matter or context is inconsistent therewith, the following terms have the meanings set forth below:
 - (a) "Additional Work" has the meaning given to it under Section 5 (*Additional Works*).
 - (b) "Agreement" means this Agreement.
 - (c) "Business Day" means any day other than a Saturday, Sunday or a holiday as defined in the *Interpretation Act*, R.S.N.S. 1989, c. 235.
 - (d) "Confidential Information" has the meaning given to it in Section 15 (*Confidentiality*).
 - (e) "Cost Estimate" has the meaning given to it in Subsection 3.3.
 - (f) "Fiscal Year" means the 12-month period beginning on April 1 and ending on March 31.
 - (g) "Force Majeure Event" has the meaning given to it in Section 16 (*Force Majeure*).
 - (h) "Notice of Acceptance" has the meaning given to it in Subsection 3.4.
 - (i) "Paving" means: (i) the work of grading, gravelling, culvert repair and required upgrading of Village and Subdivision Streets to meet industry-standard specifications; (ii) paving, repaving, or double chip sealing of Village and Subdivision Streets; and (iii) pre-engineering, design, on-site engineering supervision and inspection, and incidental services that are required from the edge of the roadway to the limit of the right of way. For greater certainty, "Paving" does not include feasibility studies, construction, reconstruction, relocation, repairs, or adjustments of sidewalks, water lines, fire hydrants, sanitary sewers, sanitary sewer manholes, catch basins, water valves, utility poles, street lighting or similar work on infrastructure that accompanies a Village and Subdivision Street.
 - (j) "Village and Subdivision Street(s)" means streets located in the Municipality that are: (i) constructed prior to April 1, 1995; and (ii) under the administration and control of the Province.
2. **Term of Agreement.** This Agreement shall be effective from the Effective Date to the earlier of: (i) the date on which the Service Exchange Agreement expires or is terminated; or (ii) March 31, 2027. This Agreement applies to Fiscal Years 2024-25, 2025-26 and 2026-27.
3. **Designation and Acceptance of Streets.**
 - 3.1 In order to have the Paving of one or more Village and Subdivision Streets cost-shared under this Agreement for a Fiscal Year, the Municipality must first provide the Province with advance notice of its intention to participate in the Province's Paving program. This notice must be provided to the Province on or before October 31 of each year (commencing in the year prior to the first Fiscal Year to which this Agreement applies).

- 3.2 If the Municipality provides notice to the Province in accordance with Subsection 3.1, then the Municipality shall, at the same time, submit a list of the Village and Subdivision Streets it proposes be considered by the Province for Paving (the "**Road Submission List**").
- 3.3 After receiving the Road Submission List, the Province shall review the Road Submission List and notify the Municipality of: (i) the Village and Subdivision Streets that the Province accepts for Paving; and (ii) the anticipated costs for such Paving (the "**Cost Estimate**").
- 3.4 After receiving the Cost Estimate (but in no event later than twenty 20 Business Days from the date of its receipt), the Municipality shall notify the Province whether it accepts the Province's list of approved Village and Subdivision Streets and the related Cost Estimate for Paving such streets (the "**Notice of Acceptance**").
- 3.5 If the Municipality does not provide a notice to the Province under Subsection 3.1 or a Notice of Acceptance under Subsection 3.4 by the specified times, the Municipality will be deemed to have elected not to participate in the Province's paving and cost-sharing program for the Fiscal Year in question.
- 3.6 After receipt of the Municipality's Notice of Acceptance, the Province shall perform the Paving and any Additional Work that may be required for the identified Village and Subdivision Streets. As between the parties, the Province shall be responsible for all construction oversight and management of work required for Paving and any Additional Works.
4. **Payment of Construction Costs.** The Municipality shall pay: (i) fifty percent (50%) of the costs related to Paving performed by the Province, plus applicable taxes; and (ii) one hundred percent (100%) of the costs related to any Additional Work performed by the Province, plus applicable taxes. These payments must be made within sixty (60) days of the Municipality's receipt of the Province's applicable invoice(s).
5. **Additional Works.** If the Paving of a Village and Subdivision Street requires that the Province adjust manholes, catch basins, or water valves, then the Province shall perform such adjustments as part of the subject street's Paving ("**Additional Work**"). Additional Work will be performed at the Municipality's full cost, in accordance with Section 4 (*Payment of Construction Costs*). The Municipality will be invoiced by the Province at the standard unit price for the required Additional Work, and the Municipality shall pay the Province promptly (and in no event later than sixty (60) days) after its receipt of any such invoice.
6. **Work May be Subcontracted.** The Province may conduct a competitive tendering process for the selection of one or more contractors capable of completing the Paving and any Additional Work contemplated by this Agreement, in accordance with the Province's *Procurement Policy*.
7. **Costs Over Estimate.** Where the Province conducts a tendering process pursuant to Section 6 (*Work May be Subcontracted*), then if the total approved tender price exceeds the Province's Cost Estimate by more than ten percent (10%), then the Province shall, before awarding a contract for Paving and any Additional Work, and subject to any confidentiality requirements outlined in its tender document and the proponent's bid submission, provide the Municipality with the details of

the successful bid, including all details pertaining to the proponent's pricing submission. The Municipality shall, within ten (10) Business Days of receipt of such bid details, provide the Province with written acknowledgment of its consent to the Province awarding the tender, which consent will not be unreasonably withheld. If the Municipality reasonably withholds its consent to the award of the tender, then the subject Paving or Additional Work will not proceed.

8. **Cost Overruns.** Subject to Section 7 (*Costs Over Estimate*), the Municipality shall pay for any cost overruns associated with the Paving of the Village and Subdivision Streets or any Additional Work. Cost overruns (if any) will be reflected on the Province's invoice(s) to the Municipality.
9. **Appropriation of Future Funds.** Notwithstanding anything else contained in this Agreement, in the event this Agreement extends into a Fiscal Year subsequent to its execution, continuation of this Agreement is conditional upon an appropriation of sufficient monies under the *Finance Act* (Nova Scotia) to enable the Province to make the payments committed to the Municipality. In the event that sufficient monies are not available as a result of: (i) non-appropriation for the Fiscal Year in which payment becomes due; and (ii) the payment being neither charged nor chargeable to an appropriation for a previous Fiscal Year, the Province may terminate this Agreement, without any further liability, cost or penalty whatsoever, upon giving thirty (30) days' notice to the Municipality. Termination will become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.
10. **Permits and Approvals.** The Municipality shall obtain all material permits, approvals, authorizations and consents that may be required in order for the Province to perform its duties and obligations under this Agreement. The Municipality acknowledges and agrees that the Province shall not be obligated to perform any Paving or any other duty until such permits, approvals, authorizations and consents are obtained. For greater certainty, this includes any leases to or licences over land that may be required to perform Paving of the Village and Subdivision Streets.
11. **Indemnification by the Municipality.** The Municipality agrees to indemnify and save harmless the Province and its officers, employees and agents from all liabilities, fines, suits, claims, demands and actions, of any kind and nature for which the Province or its officers, employees or agents shall or may become liable or suffer by reason of any breach, violation or non-performance by the Municipality of any covenant, term or provision hereof or by reason of any death or injury of any person or any damage or destruction of any property resulting from any act, neglect or default on the part of the Municipality or any of its servants, employees, agents, invitees or licensees whatsoever.
12. **Release from Liability.** The Municipality hereby releases the Province from any claim that may arise from construction delays or cost overruns in relation to the Paving of Village and Subdivision Streets.
13. **Disclaimer of Consequential or Indirect Damages.** Neither party will be liable to the other for any special, incidental, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including lost revenue or lost profits, even if foreseeable or if a party has been advised of the possibility of such damages, and regardless of the basis on which a party is entitled to claim (including fundamental breach, negligence, misrepresentation, or other contract

or tort claim).

14. **Construction Warranty.** The Province shall obtain a contractual warranty under its contract with the contractor(s) for the Work. This warranty will be in accordance with the requirements under the *Standard Specification – Highway Construction and Maintenance*. The Province makes no other warranties whatsoever with respect to the Work, express or implied, including warranties of merchantability and warranties of fitness. The Municipality acknowledges that all such warranties are disclaimed by the Province.
15. **Confidentiality.** The Municipality acknowledges and agrees that all Confidential Information will be received in the strictest confidence and will be held and used only in accordance with and subject to the terms of this Agreement. The Municipality shall retain such information in confidence and shall treat such information with a degree of care no less than the degree of care that the Municipality employs for the protection of its own information of a similar nature. “**Confidential Information**” means any and all information identified as confidential or marked as confidential Information by the Province or is clearly recognizable as confidential information to a prudent person with no special knowledge of the Province’s business, that has or will come into the possession or knowledge of the Municipality, or to which the Municipality has access in connection with or as a result of this Agreement. “Confidential Information” does not include information that is: (a) publicly available when it is received by or becomes known to the Municipality; (b) is already known to the Municipality at the time of its disclosure to the Municipality and is not known by the Municipality to be the subject of an obligation of confidence of any kind; (c) independently developed or obtained by the Municipality; or (d) received by the Municipality in good faith without an obligation of confidence of any kind from a third party who the Municipality had reason to believe was lawfully in possession of such information free of any obligation of confidence of any kind.
16. **Force Majeure.** No party is responsible for a failure to fulfil its obligations under this Agreement or for delay in doing so if such failure or delay is due to a Force Majeure Event. If either party is prevented from or delayed in performing any of its obligations under this Agreement because of a Force Majeure Event, then the party claiming the Force Majeure Event shall promptly notify the other party which outlines the particulars of the Force Majeure Event including details of the nature of the event, its expected duration and the obligations under this Agreement that will be affected by the Force Majeure Event. A “**Force Majeure Event**” means the occurrence of one or more of the following events or any other event that is beyond the reasonable control of a party, and that interferes with, delays or prevents performance of the obligations of a party under the Agreement, provided that the nonperforming party is without fault in causing or failing to prevent such occurrence: (a) catastrophic weather conditions or other elements of nature or acts of God; (b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (c) other events which the parties expressly agree in writing as constituting a “Force Majeure Event”.
17. **Interpretation.** In this Agreement, unless something in the subject matter or context is inconsistent therewith, words importing the singular number include the plural and *vice versa*; words importing a gender include the masculine, feminine and neutral genders; and words importing persons include individuals, partnerships, companies, associations, trusts, government agencies and any other form of organization or entity whatsoever.

18. **Governing Laws.** This Agreement will be governed by and construed in accordance with the laws of the Province of Nova Scotia.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements, understandings, representations or warranties, negotiations and discussions, whether oral or written, among the parties hereto with respect thereto, entered into prior to the date hereof, which are hereby terminated.
20. **Amendments.** No amendment of this Agreement will be binding unless in writing and signed by all the parties hereto.
21. **Waiver.** No waiver by any party hereto of any breach of any of the provisions of this Agreement will take effect or be binding upon such party unless in writing and signed by such party. Unless otherwise provided therein, such waiver will not limit or affect the rights of such party with respect to any other breach.
22. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision will be deemed to be severed from this Agreement and the remaining provisions will nevertheless remain in full force and effect.
23. **Further Assurances.** The parties agree to execute and deliver all such further documents and instruments and do, or cause to be done, all such acts and things as either party may reasonably consider necessary to evidence the intent and meaning of this Agreement.
24. **Counterparts; Electronic Execution.** This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute one and the same instrument. The parties agree that signatures transmitted, received and reproduced via electronic transmission, email or electronic signatures will be treated for all purposes of this Agreement as original signatures and will be deemed valid, binding and enforceable by and against all parties.
25. **Notices.** All notices, demands or other communications to be given in connection with this Agreement will be in writing and will be given by personal delivery, registered mail or by electronic means of communication addressed to the recipient as follows:

(a) to the Municipality at

Ms. Marie Walsh
Chief Administrative Officer
Cape Breton Regional Municipality
320 Esplanade
Sydney, NS B1P 7B9
Tel (902) 563-5005
Email: mjwalsh@cbrm.ns.ca

(b) to the Province at
Laura Cunningham
Capital Program Administration Officer
Johnston Building, 1672 Granville St.
P.O. Box 186
Halifax, NS B3J 2N2
Tel: (902) 424-0897
Email: laura.cunningham@novascotia.ca

(c) or, to such other address, individual or electronic communication number as may be designated by notice given by either party to the other in accordance herewith. Any demand, notice or other communication given by personal delivery will be conclusively deemed to be given on the day of actual delivery thereof and, if given by registered mail, on the fifth (5th) Business Day following the deposit thereof in the mail and if given by electronic communication, on the day of transmittal thereof if given during normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonable to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or communication will not be mailed but will be given by personal delivery or by electronic communication.

[signature page follows]

IN WITNESS WHEREOF the Province has hereunto subscribed its hand and affixed its seal and the Municipality has set and affixed its corporate seal authenticated by the signatures of the Mayor and the witness hereunto duly authorized.

SIGNED, SEALED and DELIVERED in the presence of:

His Majesty the King in Right of the Province of Nova Scotia, as represented by the Minister of Public Works

Witness


Kim Masland, Minister of Public Works

Date (Day-Month-Year)

Cape Breton Regional Municipality



Witness



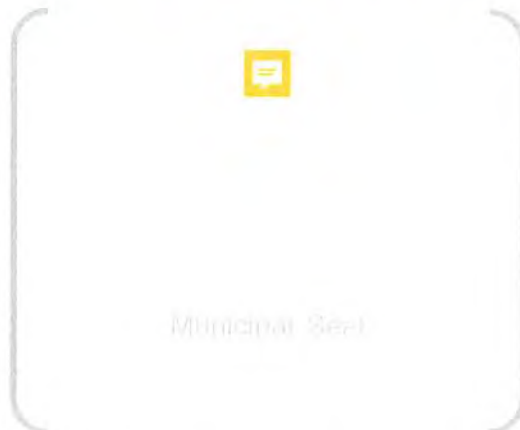
Amanda McDougall, Mayor



Witness



Resolution of Council Designate





June 22, 2023

Cape Breton Regional Municipality
320 Esplanade
Sydney, Nova Scotia
B1P 7B9

Re: Request to Acquire Former Bridgeport School for the Victoria Haven Long-Term Care Replacement Facility

Dear Council;

We are writing to you today to request to be included in the Council Agenda for the upcoming meeting to speak about acquiring the former Bridgeport School for the Victoria Haven Long-Term Care Replacement Facility. We are interested in acquiring both PID#15450349 and PID#15064900 and would take responsibility to remove the existing structure located on PID#1545049.

MacLeod Group's vision for this property is to place the new 64-bed Long Term Care Facility as the primary development on the site. The remainder of the site would be utilized as an assisted living facility and senior retirement living duplexes, incorporating green space and trails that the local community could utilize. Please see attached Overview of the Project document which provides additional information and proposed building elevations and floor plans, and the Initial Site Concept Drawings LC-1A and LC-1B.

MacLeod Group are prepared to engage an appraiser to evaluate the Fair Market Value of the properties noted above. We will also have a Cost Estimate prepared for the removal of the school structure. Both documents and supporting materials will be provided to the Municipality for validation.

MacLeod Group respectfully offers the difference between the Fair Market Value of the property and the Cost Estimate for removal of the existing school, or \$1.00, whichever is greater. We would also respectfully request continued dialogue and cooperation with CBRM officials on disposal of materials from the site to ensure both cost efficiency for our efforts and proper disposal within CBRM.

We thank you for allowing us to present this to Council.

Sincerely,

Original Signed by

Ramsay Duff
Chief Executive Officer
MacLeod Group





OVERVIEW OF THE PROJECT

MacLeod Group Health Services Limited is seeking land for the new Victoria Haven Long-Term Care Replacement Facility located in Glace Bay, NS. Due to the age of our current structure, the frailty of our resident population and concerns with infection protection and control realized during the recent and on-going COVID-19 pandemic, the facility no longer meets the current standards for long term care deliverables.

MacLeod Group Health Services received news from The Department of Seniors and Long-Term Care (SLTC) early in August 2022 that the facility would be replaced. The number of beds would increase to 64 in the replacement facility.

MacLeod Group is interested in acquiring both PID#15450349 and PID#15064900, we would take responsibility to remove the existing structure on PID#1545049. MacLeod Group's vision for this property is to place the new 64-bed Long Term Care Facility as the anchor on the site, the remainder of the property would be utilized as an assisted living facility and senior retirement living duplexes. The remainder of the property would be used to incorporate green space and trails that the local community could utilize.

MacLeod Group will engage an appraiser to evaluate the Fair Market Value of the properties noted above, we will also be preparing a Cost Estimate for the removal of the school structure, both will be provided to the Municipality for validation. MacLeod Group respectfully offers the difference between the Fair Market Value of the property and the removal of the school or \$1.00, whichever is greater.



Preliminary View
Front of Building



Preliminary View
Rear of Building



Preliminary Senior Retirement Living Duplex Rendering



Preliminary Proposed Wing Floor Plan for Assisted Living

POTI
CON
STRI

AGE IN PLACE QUAD
TOWNHOUSE UNITS

ROAD
ENDS IN
PHASE 1

PARKLAND

LOADING
DOCK

MAIN
ENTRANCE



ROAD ENDS IN
PHASE 1

PARKLAND

LOADING
DOCK





June 22, 2023

Cape Breton Regional Municipality
320 Esplanade
Sydney, Nova Scotia
B1P 7B9


Re: **Representation and Authorization of Presenters**

Dear Council;

Earlier this month the Barrington Fire forced the evacuation of two of our nursing Homes. As part of the formal lessons learned and debriefing process, I had previously committed to mandated sessions scheduled on June 26 and 27 in Shelburne. It is for this reason that I am unable to attend the Council meeting in person.

I wish to reassure Council that the two representatives who will be presenting to you are authorized by myself to do so and represent the interests of MacLeod Group. Both are under contract to MacLeod Group, resulting from a public tender process, and as having being qualified to do so by the Nova Scotia Department of Seniors and Long-term Care.

Recognizing that Council may wish a brief explanation on MacLeod Group, the following is a brief overview. Further information can be found on our website at www.macleodcares.com

Sincerely, 

Original Signed by

Ramsay Duff 
Director and Chief Executive Officer
MacLeod Group Health Services Ltd.
219 Main Street, Suite 305
Antigonish, NS B2G 2C1
(902) 863-6800 ext 24
ramsay.duff@macleodgroup.ca

About MacLeod Group

Brian MacLeod founded MacLeod Group in 1984. His vision — to provide the highest standard of care with the feeling of home — has remained steadfast, as the Company has grown over the years. With our head office located in Antigonish, Nova Scotia, MacLeod Group now employs over 1,200 people, caring for over 850 seniors, with homes in 14 communities located throughout the Maritimes.

Mr. MacLeod retired from MacLeod Group in 2012. Ramsay Duff is the registered Director and legal representative of the Company. A five person Senior Leadership Group is responsible for operations including:

- ❖ Ramsay Duff, Chief Executive Officer
- ❖ Dave Stewart, Chief Financial Officer
- ❖ Tammy MacKenzie, General Manager Resident Care Services
- ❖ Kathy Partridge, General Manager Support Services
- ❖ Doug Stephens, General Manager Human Resources

MacLeod Group offers both licensed and private care under its MacLeodCares brand. Our licensed offerings include nursing care, memory/dementia care, and residential/community/special care. Our private offerings include assisted living, retirement living and independent living.

Our eight (8) licensed nursing homes in Nova Scotia are located in the following communities:

Glace Bay (Victoria Haven)
Port Hawkesbury
Pictou (Shiretown)
Trenton (Ivey's Terrace)
Mahone Bay
Lockeport (Surf Lodge)
Shelburne (Roseway Manor)
Annapolis Royal

Organizational Culture

MacLeod Group chooses to own and operate in smaller and rural communities. Our experience has been that these communities offer stable workforces and are attractive locales for candidates seeking employment under sponsored immigration programs. We pride ourselves in offering stable and rewarding full time employment and benefits. We seek to fully staff every shift and actively promote a safe and healthy work environment. We consistently achieve credits and lower than industry average ratings under provincial workers compensation programs.

We find that the support of the community and the close connections between employees and residents based on pre-existing community relationships tends to result in improved care and programming outcomes. Our operating experience is that the level of care received by residents is more attentive, in part due to higher levels of interaction between family members and staff that a small community seems to facilitate. This attentiveness and communication between family and staff results in lower incidence of health complications.

Approach to Care

At the heart of the MacLeod Group culture is fostering relationships. Understanding residents' needs is paramount to our resident-centred approach to care. Further, the engagement of family tends to include frequent volunteering, enhancing programming and re-enforcing activity for residents, maintaining social and mental wellness.

Research indicates that continuity of care and strong positive relationships with care providers are key attributes in a positive service or care experience and outcomes. Stability of the workforce, coupled with education and on-going training, is critical to achieving this outcome.

Community Partnerships

Due to our rural locations, our Homes work closely with community stakeholders including municipal government, local business, local health service providers and police, fire and EMO officials. Given the nature of our 24/7/365 operations, we often provide support capabilities under emergency response scenarios.

It is often the case that our employees and their families are volunteers and employed in the community, helping us maintain close and cooperative relationships. We are often involved in the formal and informal support and delivery of local community service programs such as "Meals on Wheels" and as designated "comfort centres" during severe storm events.

MacLeod Group is a proud supporter of local organizations including not-for-profits, arts and culture, education and faith based initiatives. Each Home determines local organizations to support including volunteering and participation of residents. Many of our Homes host community organizations for meetings, display local works of artisans and host local productions for music, dance and visual arts.



CBRM

A Community of Communities

ISSUE PAPER

TO: Mayor and Council

FROM: Sheila Kolanko – Property Manager

SUBJECT: Bridgeport School Property & Surrounding Land
PID 15450349, 15450356, 15904600, 15064900,
Main Street, Glace Bay (District 10)

DATE: June 27th, 2023

REQUEST:

CBRM received an Expression of Interest from MacLeod Group Health Services Limited (“the applicant”) asking CBRM to consider selling the property encompassing the former Bridgeport School together with an adjacent lot to the rear of the former school property located on Main Street, Glace Bay for the new Victoria Haven Long-Term Care Replacement Facility. The CBRM properties required for the proposed project are outlined in yellow on the attached map and identified as PID 15450349; PID 15450356; PID 15064900 and PID 15904600 (“CBRM Properties”) (Attachment “A”).

INFORMATION:

Council passed a motion back on May 26th, 2016 (Attachment “B”) declaring the Bridgeport School surplus to the needs of the municipality provided the following 3 conditions be met:

1. CBRM had clear marketable title – marketable title to the CBRM Properties has been *confirmed by the legal department*.

2. No department had a vested interest (e.g. infrastructure) regarding any of these properties – staff evaluation determined there is a cross country sewer line which an easement would be required or the line relocated if the properties were redeveloped and sold to a third party.
3. The sale of the property does not contravene CBRM Policy – Current Policy of council permits the sale of surplus property by using various property disposal methods.

AUTHORITY:

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

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

Property Management Policies adopted by council provide guidelines to help staff facilitate the sale of surplus property by using various disposal methods. There are times when it is easy to apply one method and other times when more than one method can be used. Traditionally, with the sale of former school properties Policy 4.9 is applied.

Under Policy 4.9 Community-Based Surplus Property staff is directed to sell community-based properties, such as schools, through an Expression of Interest to determine the level of interest in the redevelopment of community based-properties by both non-profit and charitable groups as well as the private sector. Once received, then staff would review and make a recommendation to council. This process involves advertising in the local paper and if required, a possible public hearing, information meetings or presentations before Council.

The policy states that “*although the sole of surplus property on the open market at full market value must always be considered a desirable option, the purpose of this procedure is to allow staff and Council to evaluate all disposal options together and not independently of one another to seek the best overall value for the Municipality and the community*”.

Under Policy 4.7 Unsolicited Proposals – can be used in times when the municipality receives request to purchase CBRM property which have yet to be declared surplus. In these situations, once deemed surplus it can be sold at market value. However, if sold for less than market value a public tender process is required.

Unfortunately, the school site has been a target of vandalism. There have been complaints filed over the last couple of years regarding the condition of the building. The police have been called to the property on numerous occasions by residents. The building has sustained extension damage from Hurricane Fiona and it has been determined the building should be demolished.

The school parcels are currently assessed at \$506,200.00. The rear lot \$13,500.00. It is anticipated the demolition cost will exceed \$300,000.00.

PROPOSAL:

The applicant is seeking the CBRM Properties to place a new 64 bed Long Term Care Facility as the anchor on the site and the remainder of the property be used to build an assisted living facility and senior retirement living duplexes as identified in their attached Expression of Interest (Attachment "C").

MacLeod Group's offer to CBRM is to purchase the CBRM Properties for the difference between the Fair Market Value of the property and the cost of removal of the former school or \$1.00, whichever is greater.

EVALUATION/REVIEW:

An internal staff review was completed, and it was determined by the departments the CBRM Properties can be deemed surplus provide an easement is retained by CBRM for existing municipal infrastructure. Currently there is a cross county sewer line running under the school that would have to be addressed prior to the sale of the CBRM Properties.

Any proposed development would be subject to approval by staff for lot consolidation and compliance with Land Use By-law and all other applicable legislative and government regulations for the proposed development.

Upon review and consideration of the applicant's development proposal the most appropriate disposal method for the sale of these properties is Policy 4.7 – Unsolicited Proposals.

RECOMMENDATION:

It is staff's recommendation to council to pass a motion:

1. To declare the CBRM Properties surplus to the needs of the municipality.

2. To accept the applicant's offer to purchase the CBRM Properties for a purchase price representing the difference between the Fair Market Value of the CBRM Properties and the cost of removal of the former Bridgeport School or \$1.00, whichever is greater.
3. The sale shall be subject to an Easement for the existing cross country sewer line or relocation of said sewer line, at the expense of the applicant and approved by CBRM's Engineering and Public Works Department.
4. The sale shall be subject to approval by the CBRM's Planning & Development Department for lot consolidation and compliance with Land Use By-law and issuance of a building development permit.

Respectively Submitted by:

ORIGINAL SIGNED BY

**Sheila Kolanko
Property Manager**

ATTACHMENT "A"



PIDs 15450349, 15450356, 15064900, 15904600
Owner: CBRM



Sewer Line



Water Line

Clerk's Office

CBRM

M·E·M·O

320 Esplanade

Sydney, Nova Scotia, B1P 7B9

902-563-5021

To: Karen Neville, Planner
From: Deborah Campbell, Municipal Clerk
Date: May 26th, 2016
Subject: School Closures

At the Council meeting on May 17th, 2016, the following motion was passed:

Motion:

Moved by Councillor MacLeod, seconded by Councillor Cormier, to declare:

- Bridgeport School, Glace Bay
- Gowrie Memorial School, Port Morien
- MacLennan Middle School, Westmount
- Mira Road School, Mira Road; and
- Frank Angot School, New Waterford

as **surplus** to the needs of the Municipality if the following conditions can be met:

- CBRM has clear marketable title to the properties;
- No department of the CBRM has a vested interest (e.g. infrastructure) regarding any of these properties; and
- The sale of the property does not contravene CBRM Policy.

Motion Carried.

I would ask that you please take the necessary action to comply with this directive.

Original Signed by

Deborah Campbell
Municipal Clerk

/slm

C: Malcolm Gillis, Director of Planning

ATTACHMENT "C"



EXPRESSION OF INTEREST
PID#15450349 & PID#15064900



OVERVIEW OF THE PROJECT

MacLeod Group Health Services Limited is seeking land for the new Victoria Haven Long-Term Care Replacement Facility located in Glace Bay, NS. Due to the age of our current structure, the frailty of our resident population and concerns with infection protection and control realized during the recent and on-going COVID-19 pandemic, the facility no longer meets the current standards for long term care deliverables.

MacLeod Group Health Services received news from The Department of Seniors and Long-Term Care (SLTC) early in August 2022 that the facility would be replaced. The number of beds would increase to 64 in the replacement facility.

MacLeod Group is interested in acquiring both PID#15450349 and PID#15064900, we would take responsibility to remove the existing structure on PID#1545049. MacLeod Group's vision for this property is to place the new 64-bed Long Term Care Facility as the anchor on the site, the remainder of the property would be utilized as an assisted living facility and senior retirement living duplexes. The remainder of the property would be used to incorporate green space and trails that the local community could utilize.

MacLeod Group will engage an appraiser to evaluate the Fair Market Value of the properties noted above, we will also be preparing a Cost Estimate for the removal of the school structure, both will be provided to the Municipality for validation. MacLeod Group respectfully offers the difference between the Fair Market Value of the property and the removal of the school or \$1.00, whichever is greater.



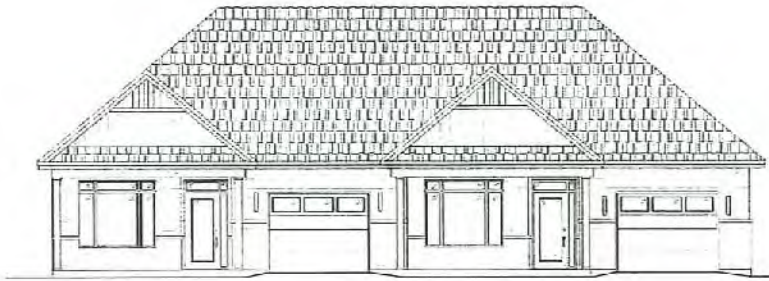
Preliminary View
Front of Building



Preliminary View
Rear of Building



EXPRESSION OF INTEREST
PID#15450349 & PID#15064900



Preliminary Senior Retirement Living Duplex Rendering



Preliminary Proposed Wing Floor Plan for Assisted Living



CBRM

A Community of Communities

ISSUE PAPER

TO: Mayor and Council

FROM: Sheila Kolanko – Property Manager

SUBJECT: PID 15702327 – Intercolonial Street, Sydney (District 5)
Request to Deem CBRM Property Surplus

DATE: June 27th, 2023

REQUEST:

To ask council to deem a municipal owned property surplus to the needs of the municipality.

INFORMATION:

Staff has identified a parcel of land, commonly referred to as Wintering Harbour Park, located on Intercolonial Street, Sydney as a proposed location for re-development. The subject property contains approximately 5.5 acres and is identified as PID 15702327 and outlined in yellow on the attached map (Attachment "A").

EVALUATION/REVIEW:

Currently this property is listed in CBRM's inventory as deemed essential for park purposes and CBRM infrastructure. An internal review was carried out to determine if this property could be deemed surplus for possible housing development.

Engineering & Public Works identified the Muggah Creek Interceptor Sewer is located on the west side of the railway positioned on the said property. In the event of a sale, CBRM would need to either retain a 20-meter-wide easement or subdivide out a portion encompassing the sewer line.

All other departments have indicated they have no concern or objection to the property being deemed surplus for future development.

RECOMMENDATION:

Staff is seeking a motion from Council to deem the subject property (PID 1S702327) surplus to the needs of the municipality and direct staff to issue a Request for Proposal for housing development on the property.


Respectively Submitted by:


ORIGINAL SIGNED BY


Sheila Kolanko
Property Manager

ATTACHMENT "A"



 PID 15702327 Owner: CBRM

 Sewer Line

 Water Line



CBRM

A Community of Communities

ISSUE PAPER

TO: Mayor and Council

FROM: Sheila Kolanko – Property Manager

SUBJECT: Request to deem CBRM property Surplus
PID 15500598 – James Street, River Ryan

DATE: June 27th, 2023

REQUEST:

CBRM received a letter of interest from Cape Breton-Victoria Regional Centre for Educational seeking to purchase a CBRM property situated at James Street, River Ryan (Attachment “A”). The property is identified as PID 15500598 and outlined in red on the attached map (Attachment “B”).

INFORMATION:

The subject property lies adjacent to Greenfield Elementary School and currently has an outdoor classroom on the property. They are asking to purchase the land to place modular classrooms on this site for the school’s pre-primary program. They are looking to have them up and running by September 2023.

INTERNAL REVIEW:

Staff has determined this property is no longer required by CBRM for recreation purposes and recommends it be deemed surplus to the needs of the municipality.

RECOMMENDATION:

It is staff’s recommendation to Council to pass a Motion to declare the lands identified herein as PID 15500598 as surplus land to the municipality and sell at market value to the applicant.

Respectively Submitted,

ORIGINAL SIGNED BY

Sheila Kolanko
Property Manager



Cape Breton-Victoria Regional Centre for Education

Operational Services Department, 235 Stable Drive, Sydney, Nova Scotia B1P 0K5

Phone: 902 563-5400

Fax: 902 563-4566

Lewis MacDonald, Director

Tara Gaskell, Coordinator

May 3, 2023

Ms Deborah Campbell
Cape Breton Regional Municipality
320 Esplanade
Sydney, Nova Scotia
B1P 7B9

Dear Ms. Campbell:

RE: Property Adjacent Greenfield Elementary, River Ryan PID: 15500598

The Cape Breton-Victoria Regional Centre for Education would like to expand its use of the property located at the intersection of James Street and Ratchford Street in River Ryan (PID 15500598). Previously the Center constructed an outdoor classroom on this site. The Centre would like to place modular classrooms on this site for Greenfield's pre-primary program. The expectation is that the modular classrooms will be in place for September 2023.

Please let me know how we can move forward with this proposal and if you require any further information from the Centre.

Regards,

Original Signed by

Lewis MacDonald, P.Eng
Director of Operational Services

cc Susan Kelley, Regional Executive Director of Education
Darren O'Quinn, CBRM
Bill Murphy, CBRM
Sheila Kolanko, CBRM

/ls

ATTACHMENT "B"





James Street

Union Highway

Patchford Street

200 100 0 200 Feet

Legend

-  CBRM Property PID 15500598
-  Province PID 15691678



CBRM

A Community of Communities

ISSUE PAPER

TO: Mayor and Council

FROM: Sheila Kolanko – Property Manager

SUBJECT: Request to Deem CBRM Property Surplus

DATE: June 27th, 2023

REQUEST:

CBRM received a letter of interest from Albert Bonnar, owner of Bonnar Meats & Fish Market (“applicant”) asking CBRM to consider selling a portion of CBRM property located at Queen Street, North Sydney. The area the applicant is seeking is outlined in red (“subject property”) on the attached map (Attachment “A”). The CBRM property is shown in yellow and Mr. Bonnar’s lot in blue.

INFORMATION:

As noted on the attached map the applicant’s property lies adjacent to the CBRM parcel. In 1995, the municipality sold Mr. Bonnar the property his business currently occupies. As a result of hurricane Fiona, the power outage caused substantial loss to his products and business. In order to prevent this was happening in the future he requires a commercial generator. He is seeking approximately 20 feet of land from his rear property line for the entire width of his property to allow him room to install the large generator at the back of his building. The subject property measures approximately 20 feet by 90 feet.

The subject property is currently a portion of a larger lot (PID 15690480) identified in the CBRM’s Property Inventory deemed essential for Smelt Brook Park.

EVALUATION/REVIEW:

An internal staff review was completed. CBRM's recreation department referenced they are currently working with a community group regarding a possible park expansion which is still in the planning and fundraising stages. The recreation department have indicated they have no issue with the applicant's request as it would not affect the proposed project. All other departments have no concerns with the said request provided the applicant adheres to the CBRM Subdivision By-Law.

RECOMMENDATION:

Staff is seeking a motion of council to deem the subject property (portion of PID 15690480, outlined in red in Attachment "A", surplus to the needs of the municipality and sell to the applicant at market value.

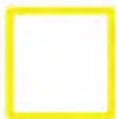
The sale shall be conditional upon lot consolidation and compliance with Land Use By-law. All costs associated with the sale shall be the responsibility of the applicant.

Respectively Submitted by:

ORIGINAL SIGNED BY

Sheila Kolanko
Property Manager

Attachment "A"



PID 15690480 Owner: CBRM



PID 15690506 Owner: Albert Bonnar
Bonnar Meat & Fish Market



Subject Property
(approx. 20 ft x 90 ft. - 1800 sq.ft.)



Sewer Line



Water Line

M·E·M·O

To CBRM Mayor McDougall-Merrill & Council
From Mike Targett, Community Consultation Coordinator – Mayor’s Office
Date June 13, 2023
Subject Strategic Vision Review and Recommendations



STRATEGIC VISION CBRM COUNCIL WORKSHOP

Wednesday, May 10, 2023
9:30 am – 12:00 pm

Open to the Public
Council Chambers (City Hall)

Livestreamed at
cbrm.ns.ca/regional-council-live-webcast

The banner features a central graphic of five green circles connected by dashed lines, representing the Strategic Vision pillars: Inclusion, Accountability, Collaboration, Innovation, and Community Pride.

PURPOSE OF THIS MEMO

On May 10, Council took part in a half-day workshop to review its Strategic Vision.

The workshop was held in Council Chambers, was open to the public, and was livestreamed.

As it was a workshop – i.e., for information purposes only – no motions were made.

This memo summarizes the workshop and proposes a recommendation for Council’s consideration.

REVIEW OF AGENDA

The agenda for the workshop was as follows:

- Review Strategic Vision / Strategic Vision Survey
- Engage Nova Scotia’s “Quality of Life” Initiative
- Youth & Family Recreation
- Public Transit
- Affordable Housing & Homelessness
- Recommendations

REVIEW STRATEGIC VISION

The workshop began with a review of the Strategic Vision itself:

STRATEGIC VISION – Detail				
<p>1. Economic Development</p> <p>1.1 – Modernize the CBRM Planning Strategy (CBRM Forward).</p> <p>1.2 – Refresh branding & website (along with wayfinding/signage).</p> <p>1.3 – Develop a new CBRM Economic Development Strategy.</p>	<p>2. CBRM Charter</p> <p>2.1 – Build relationship with Municipal Affairs about the CBRM Charter.</p> <p>2.2 – Define what CBRM wants to accomplish through the Charter.</p> <p>2.3 – Re-engage Charter Committee.</p>	<p>3. Harbour Development</p> <p>3.1 – Ongoing communications with Develop Nova Scotia.</p> <p>3.2 – Ongoing and open communication with Port of Sydney Development Corporation.</p> <p>3.3 – Stronger marketing and communications.</p> <p>3.4 – Engage Member Lou and Eskasoni in their role in harbour development.</p> <p>3.5 – Transport Infrastructure: Rail development & twinned highway.</p>	<p>4. Population Growth</p> <p>4.1 – Work closely with CBRM RFN to maximize use of all Federal and Provincial immigration pathways. Increase retention, and participate in Municipal Nominee Program.</p> <p>4.2 – Review hiring policies to accommodate participation in the various Provincial and Federal immigration programs as well as foreign worker recruitment when needed.</p> <p>4.3 – Continued and increased long-term partnerships with CBRM’s educational institutions.</p> <p>4.4 – Focus on promoting services and amenities we currently have and strengthening services and amenities with a focus on the attraction and retention of residents.</p> <p>4.5 – Support a campaign to try to bring back Cape Bretoners.</p> <p>4.6 – Implement a workforce-based strategy on diversification at the CBRM, with appropriate training and creation of opportunities to increase representation at the organization.</p>	<p>5. Diversify Revenue</p> <p>5.1 – Strengthen partnerships with different levels of government, access new funds.</p> <p>5.2 – Investigate the feasibility to develop new sources of revenue related to waste disposal (e.g. medical waste disposal systems; International waste disposal; port-related waste; bio-solids; and waste-to-energy processes).</p> <p>5.3 – Administer a Municipal/home lotto approach to fund non-profits and community groups.</p> <p>5.4 – Analyze fee for services that we are providing but not currently collecting and begin to collect.</p> <p>5.5 – Conduct a review and comparison of services versus cost recovery.</p>

STRATEGIC VISION > CBRM FORWARD

This was followed by a contextualizing of the Strategic Vision in relation to other of CBRM’s guiding documents, specifically those that have resulted from CBRM Forward, as there is occasionally confusion around the relationship between these two initiatives.

The Strategic Vision is the overarching – or *legislative* – framework.

And CBRM Forward – or more specifically, the Municipal Planning Strategy and Economic Development Strategy which are its products – are the *operational* frameworks underneath this legislative framework.

Put another way, the Strategic Vision is the *direction* Council points in, i.e., *let's go that way*.

And the various action items under each priority area are the *roadmaps* for how to get to where Council is pointing, e.g., "1.1 – Modernize the CBRM Planning Strategy (CBRM Forward)" and "1.3 – Develop a new Economic Development Strategy."

These roadmaps are designed and implemented by CBRM Staff, in collaboration with the REN, the Port Development Corporation, and other community organizations working on these issues.

And finally, the Strategic Vision's *Mission, Vision, and Values* articulate the *destination* which Council wishes the community to arrive at:

Vision	
<i>An inclusive, prosperous, vibrant community through culture, diversity, and innovation.</i>	<i>A united, vibrant, inclusive community that prospers through innovation, while embracing its rich heritage and culture, where all residents have a strong quality of life.</i>
Mission	
<i>To work with the community to create a safe and welcoming CBRM that fosters wellbeing and inclusive opportunity.</i>	<i>CBRM fosters community collaboration and productive partnerships to build economic and social opportunities for all and offers efficient and cost-effective services that uphold our safe and welcoming community.</i>
Values	
<i>Inclusion</i>	<i>Inclusive</i>
<i>Innovation</i>	<i>Innovative</i>
<i>Community Pride</i>	<i>Community Pride</i>
<i>Collaboration</i>	<i>Collaborative</i>
<i>Accountability</i>	<i>Accountable</i>

NOTE: the text on the left has been edited for succinctness and clarity. The text on the right is the original.

STRATEGIC VISION SURVEY

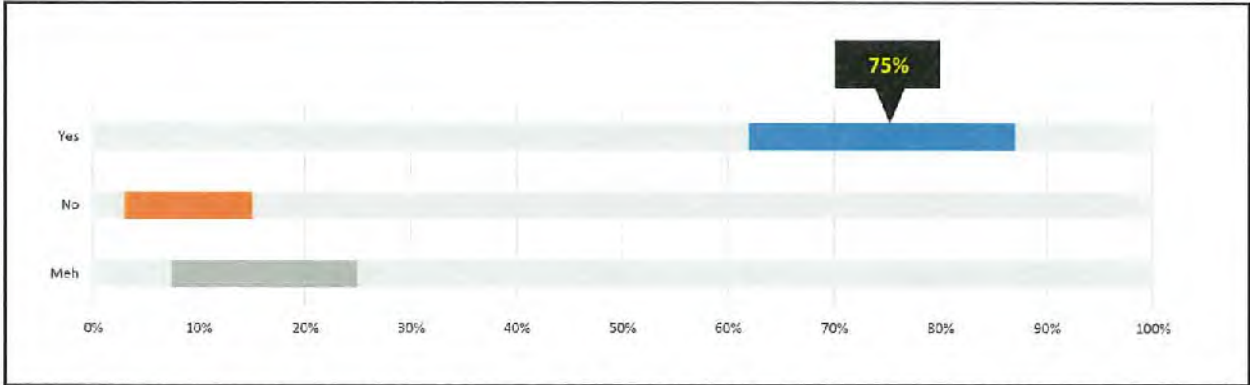
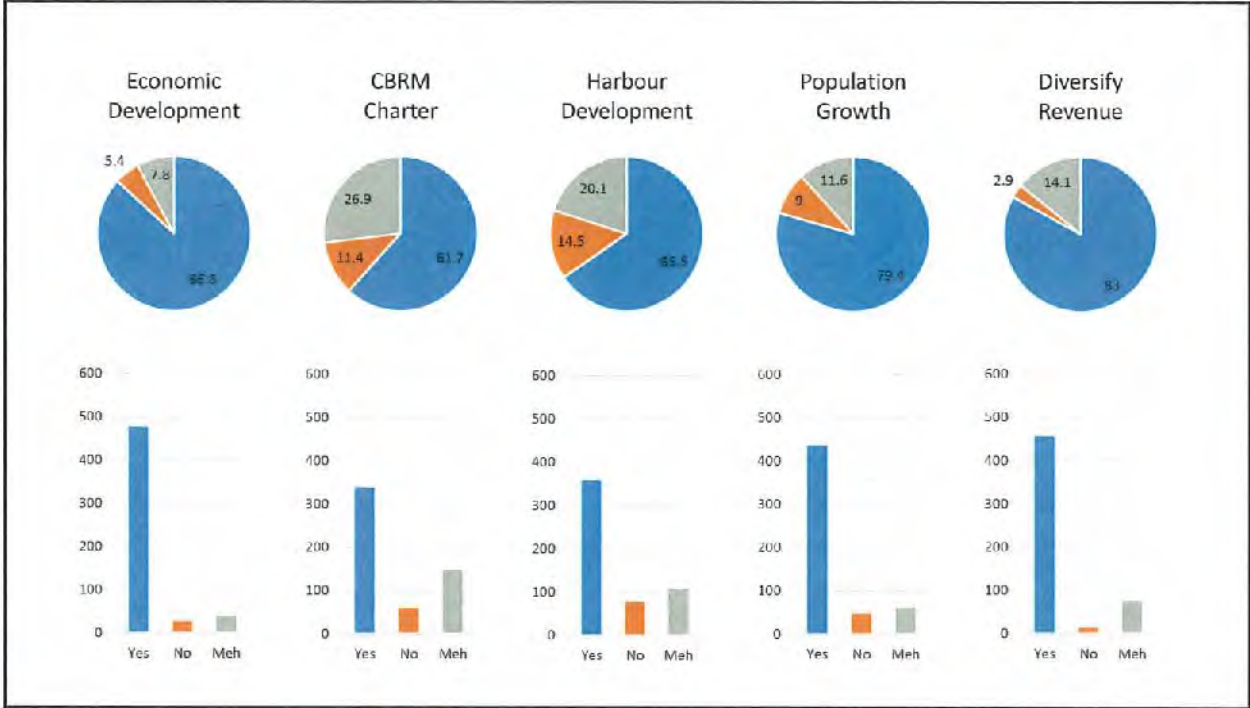
The Strategic Vision process began with a planning session where Council heard the priorities of select community groups, businesses, and development organizations and, based on that input, drafted its five-point Strategic Vision.

Shortly after I was hired, I presented a progress report to Council on that Strategic Vision, where CBRM staff (and the REN and Port Development Corporation) provided updates on who owns what action item, and how far along each action item was.

Next came Budget Consultations, where the Strategic Vision was discussed publicly, and a public survey was promoted.

That survey summarized the Strategic Vision and asked respondents whether they agreed with, disagreed with, or were ambivalent about (meaning they didn't feel strongly one way or the other) each of the five priority areas – Economic Development, CBRM Charter, Harbour Development, Population Growth, and the Diversification of Municipal Revenue Streams.

Here are the survey results:

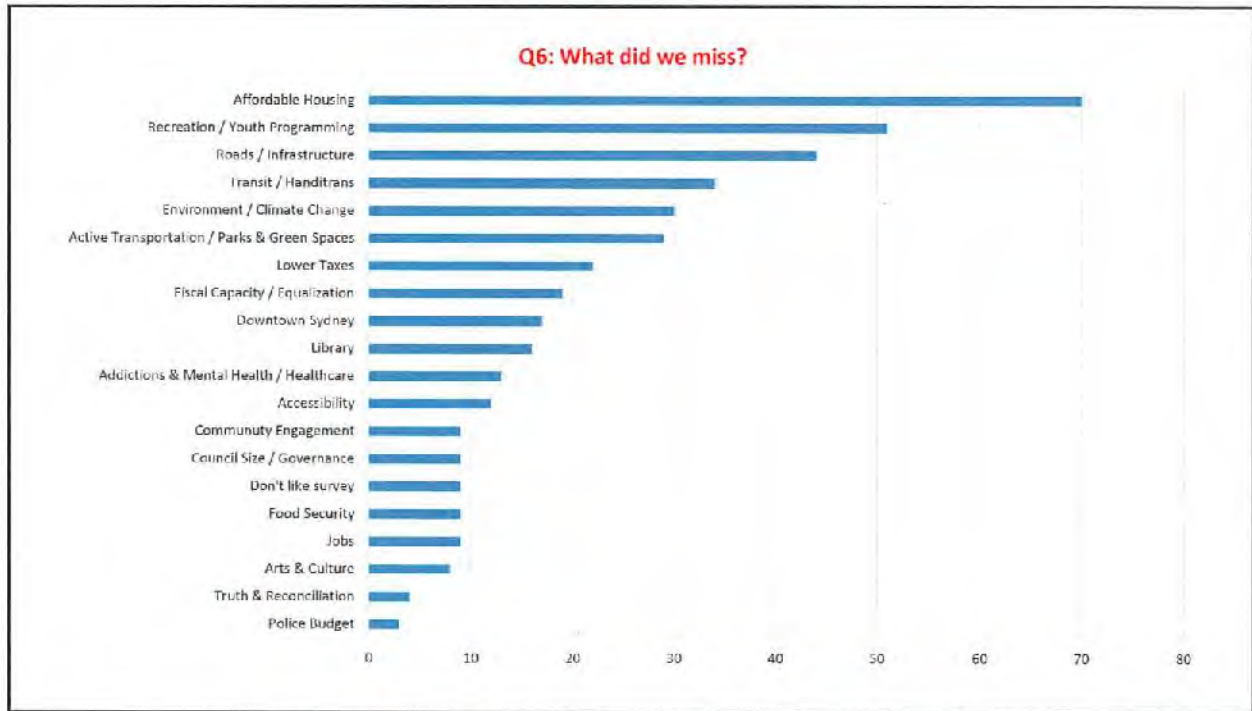


There was, on average, 75% overall agreement with the Strategic Vision – a strong signal of community support for the existing priorities.

DID WE MISS ANYTHING?

The survey also included a sixth question, “Did we miss anything?”

Here are the results:



Demographic breakdown of survey respondents can be found at the end of the agenda for the May 10, 2023 Strategic Vision Workshop: https://cbrm.ns.ca/images/Strategic_Vision_-_CBRM_Council_Workshop.pdf

The fact that survey respondents identified gaps in the Strategic Vision does not negate the existing priorities. As was made clear, there was generally positive consensus around the existing priorities. It simply speaks to the fact that the Strategic Vision is a living, evolving document.

In fact, I'm told that when the initial Strategic Vision planning session was held, there was a shared feeling of optimism among Staff and Council – a hopeful feeling of collaboration even – and that it was also generally acknowledged that the resulting document was very much a work in progress: a solid first draft, meant for public consumption, but destined – and *designed* – for change and growth based on ongoing public participation.

The Mission Statement itself states this goal as being shared not just by CBRM Council and Staff but by the community as a whole:

“To work with the community to create a safe and welcoming CBRM that fosters wellbeing and inclusive opportunity.”

Indeed, not only shared but *achieved* together.

Many of the results from this part of the survey align with, and confirm, the results from the CBRM Forward survey, where respondents prioritized affordable housing first and foremost (it was overwhelmingly the highest ranked and most often mentioned priority in both surveys).

It should be noted that many of the issues identified in the “What did we miss?” question *are* being addressed, including the new central library, downtown Sydney revitalization, roads, active transportation, and taxes.

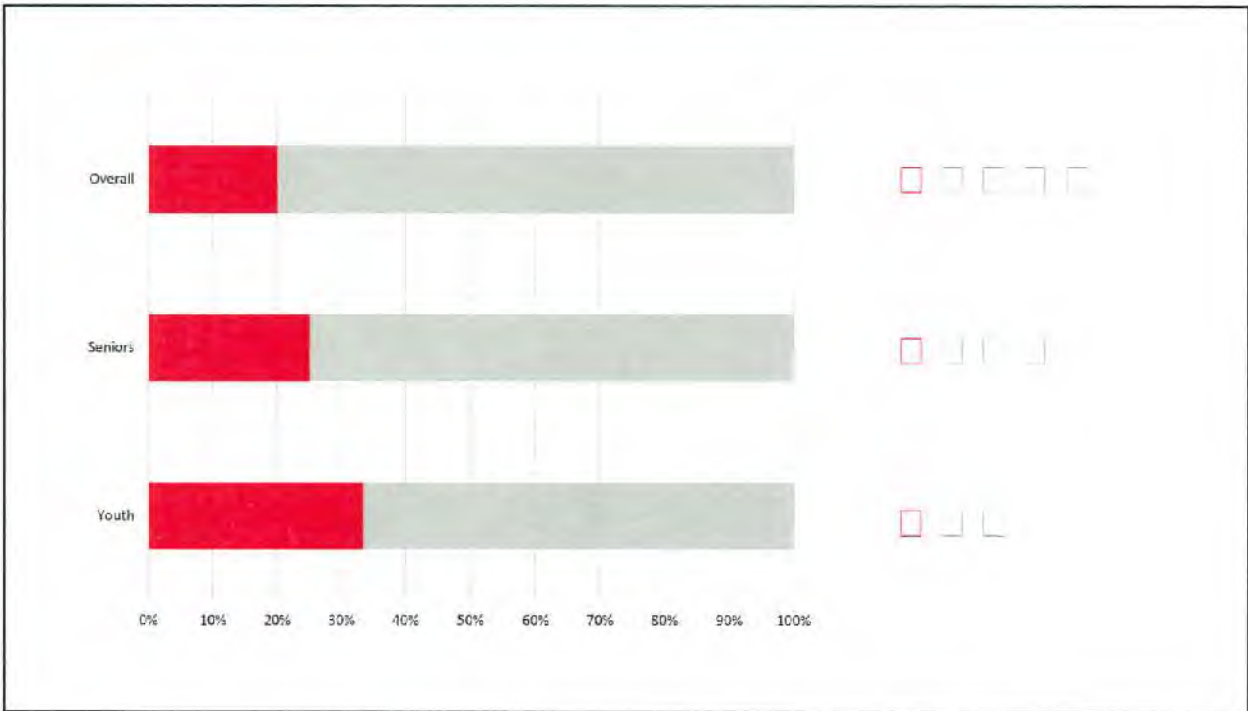
But what the results suggest is that there are a variety of ways that people in the CBRM are signalling that they are experiencing challenges around community inclusion, social inclusion, and economic inclusion.

And it’s not the Strategic Vision survey results alone, nor the results from the CBRM Forward survey before it.

It’s also the *census data* which confirm the conclusion – that a person living in CBRM may have a very different experience of living in CBRM depending on their economic circumstances or which demographic segment(s) they fall into, for example, the experience of youth in CBRM, the experience of people living with disability in CBRM, the experience of single parent households in CBRM, and so on.

People of different genders, ethnicities, abilities, and other demographic categories have different experiences related to the economy, related to housing, related to mobility, related to the job market, and so on.

We know, for example, that 1 in 5 people in CBRM live in low-income households, but 1 in 4 *seniors* live in low-income households, and 1 in 3 *kids* live in low-income households.



Or, for another example, we know that 25% of families in CBRM are single-parent households, but in 85% of those single-parent households the single parent is a woman. That's relevant because the median after-tax income for women-led single-parent households is only \$25,000/yr – much lower than it is for single-parent households where the parent is a man.

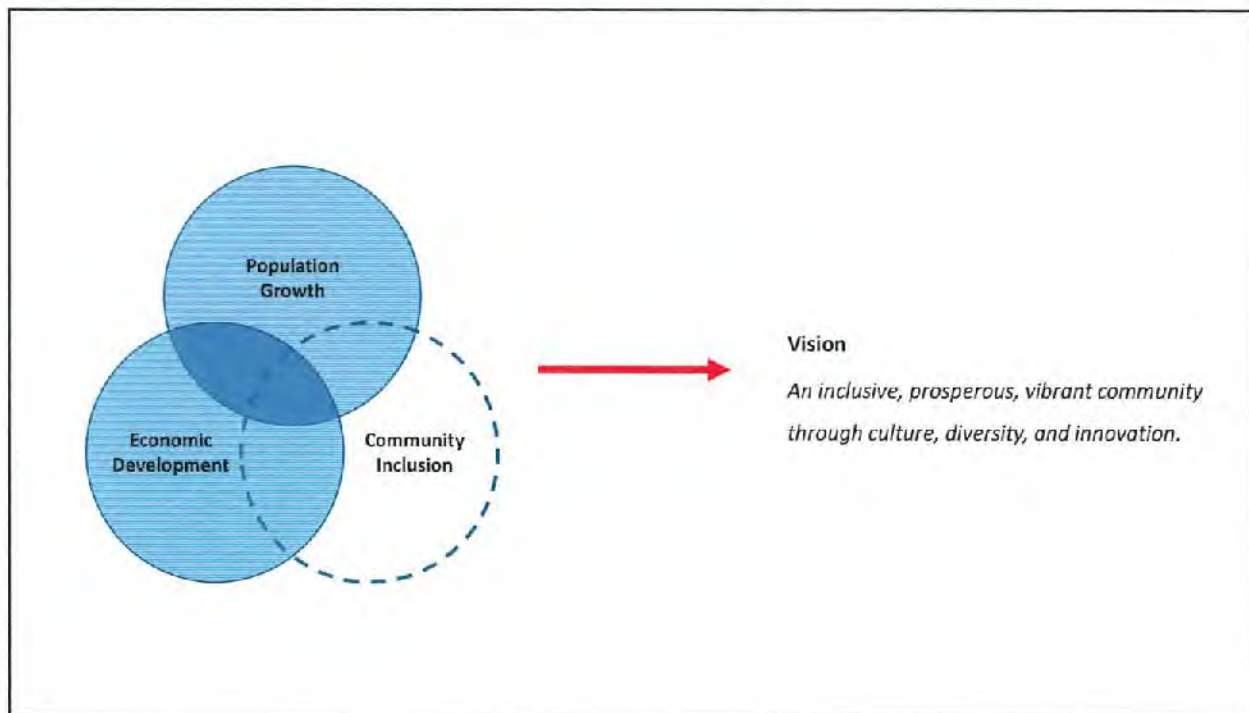
In other words, poverty disproportionately affects women and kids, as well as seniors.

And we're not just talking about poverty. The issues of affordable housing, family recreation, and transit cut across the community, as they do in any community. But, in *this* community, which has arguably some of the worst poverty statistics in Canada, you now have before you...

- the results of multiple public surveys
- in addition to the statistical evidence from census data
- not to mention – Councillors – you almost certainly have anecdotal evidence of your own

...all of which adds up to tell us that the *direction* and the *destination* of the Strategic Vision are sound, but, that there is a missing piece in the *roadmap* to get us there. And so people in this community are being either left behind, or excluded altogether, from arriving at the goal articulated in your Vision Statement:

“An inclusive, prosperous, vibrant community through culture, diversity, and innovation.”



COMMUNITY INCLUSION

In order to arrive at something manageable and coherent, the results of the “Did we miss anything?” portion of the Strategic Vision survey were narrowed down to the following three topics, which were grouped under the heading “Community Inclusion”:

- Youth & Family Recreation
- Affordable Housing & Homelessness
- and Transit

To see the logic behind the process of arriving at these three, refer to the May 10, 2023 Strategic Vision Workshop – found at <http://video.isilive.ca/cbrm/2023-05-10.mp4.html> – starting at [00:36:56].

Council then heard about:

- Engage Nova Scotia’s “Quality of Life” Initiative, which highlighted the fact that experiences for certain demographic segments in CBRM are comparatively poor, especially young people, people living with disabilities, and single-parent households. [00:42:55] (It was proposed that Council should hold a dedicated workshop with Engage Nova Scotia to further and more deeply explore the “Quality of Life” Initiative.)
- Issue related to youth and family recreation. [01:29:45]
- Issues related to transit. [02:00:07]
- Issue related to affordable housing & homelessness. [02:27:17]

These presentations were far too rich and valuable to summarize here, and I encourage anyone who missed them to refer to the video.

RECOMMENDATIONS

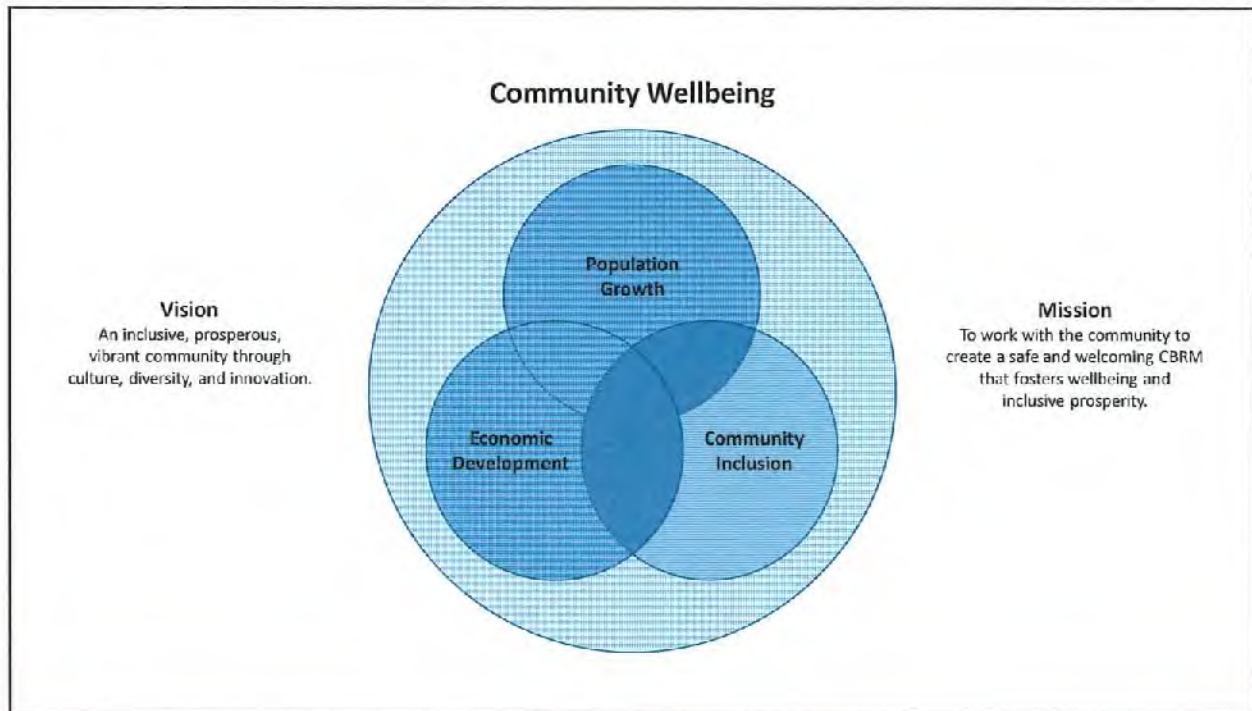
To conclude: there is general consensus in the community around Council’s existing strategic direction *and at the same time* the community has identified a gap around community inclusion and poverty reduction – a gap which is supported by the data (Statistics Canada Census and the Engage NS “Quality of Life” Initiative).

Council should continue to prioritize economic development and population growth. But we know that when the economy grows, not everyone benefits. So unless we want to risk entire segments of the population being left behind, or excluded altogether, we should *also* prioritize community inclusion and poverty reduction.

The recommendation is, therefore, twofold:

1) RE-ORGANIZE STRATEGIC PRIORITIES

First, re-organize the Strategic Vision around these three priorities: Economic Development, Population Growth, and Community Inclusion.



STRATEGIC VISION		
<p>1. Economic Development</p> <p>a) Legislative and Operational Frameworks</p> <ol style="list-style-type: none"> i. Modernize Municipal Planning Strategy. ii. Refresh branding, website, and wayfinding/signage. iii. Develop new Economic Development Strategy. iv. Engage Charter Committee. <p>b) Harbour Development</p> <ol style="list-style-type: none"> i. Ongoing communications with stakeholders. ii. Advocate for improvements to transportation Infrastructure. iii. Improve marketing and communications for commercialization, development, and enhancing experiences of harbours. <p>c) Municipal Fiscal Capacity</p> <ol style="list-style-type: none"> i. Diversify municipal revenue streams. ii. Advocate for a fair and equitable Municipal Capacity Grant. iii. Advocate for the phased removal of the Capped Assessment Program (CAP). 	<p>2. Population Growth</p> <p>a) Immigration Pathways & Hiring Policies</p> <ol style="list-style-type: none"> i. Maximize all Federal and Provincial immigration pathways including participating in Municipal Nominee Program. ii. Review hiring practices and develop strategy to increase workforce diversity while addressing expected shortages. <p>b) International Student/Newcomer Retention</p> <ol style="list-style-type: none"> i. Creating events/initiatives in partnership with stakeholders to retain graduates and support labour market entry. ii. Strengthen and promote services/amenities with focus on attraction and retention. iii. Align CBRM and RFN communication efforts. <p>c) Bring back Cape Bretoners</p> <ol style="list-style-type: none"> i. Create long-term attraction and repatriation campaign promoting current resources and services available for starting a business, finding employment, buying property, and settling in the CBRM. 	<p>3. Community Inclusion</p> <p>a) Affordable Housing & Homelessness</p> <ol style="list-style-type: none"> i. Strike CBRM Task Force. ii. ... iii. ... <p>b) Youth & Family Recreation</p> <ol style="list-style-type: none"> i. Strike CBRM Task Force. ii. ... iii. ... <p>c) Transit</p> <ol style="list-style-type: none"> i. Strike CBRM Task Force. ii. ... iii. ...

To see the logic behind this re-organizing, refer to the video at the [02:55:13] mark. However, please note that item 1.c) above differs from the video.

A note about item 1.c) Municipal Fiscal Capacity: CBRM's fiscal capacity (or lack thereof) is at the root of issues like poor roads and high taxes. CBRM's infrastructure deficit alone is estimated at \$30M annually. Advocating for a fair and equitable Municipal Capacity Grant ("Equalization") and the phased removal of the Capped Assessment Program (the "CAP") has the potential to improve CBRM's fiscal capacity immensely. Consider scheduling a workshop to better understand these issues and/or to educate the public on these issues.

2) STRIKE COMMUNITY INCLUSION STRATEGIC TASKFORCES

A community inclusion strategy is not something CBRM Staff and/or Council should be expected to come up with on its own. Council can help articulate the vision, but the way forward is through collaboration with community groups and organizations and businesses and individuals already working on these issues. And so in the proposed re-organized Strategic Vision, under the newly added section titled "Community Inclusion", the first and only recommendation under each sub-header is to strike a taskforce:

- CBRM Taskforce on Affordable Housing & Homelessness
- CBRM Taskforce on Youth & Family Recreation
- CBRM Taskforce on Transit

Each taskforce would be made up of community members who are leaders and experts in each domain; representatives of the relevant community groups already working on the issue; CBRM Staff; and people with lived experience – who can tell us exactly what *they* need to ensure that no one is left behind, no one is excluded, and everyone has safe, affordable, dignified housing, recreation, and transit options in their community. (Each taskforce will design its own Terms of Reference but I have included a draft example for reference. See appendix A.)

Each taskforce will be required to report back to Council at a "Solutions Forum" (credit to Dr Tom Urbaniak for this term) to be scheduled no later than six months from today.

For example, a Taskforce on Affordable Housing & Homelessness could propose a working definition of "affordable housing".

It could help set achievable and relevant targets related to affordable housing units.

It could propose a property tax concession for affordable units — which would function effectively as an in-kind contribution from the municipality but which may incentivize the development of units that otherwise wouldn't exist and therefore property taxes that otherwise wouldn't be collected.

It could suggest the most useful areas where Council should be advocating to the provincial and federal levels of government, for example, asking Housing Nova Scotia and CMHC to increase their respective contributions to projects.

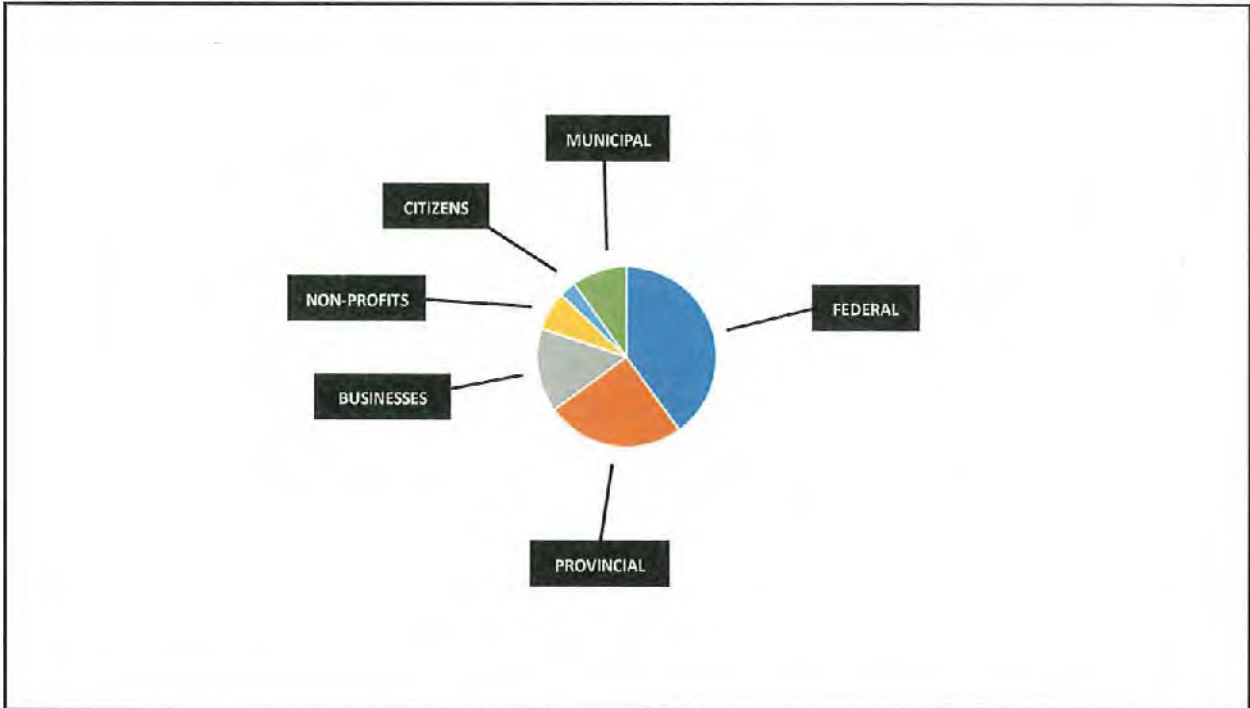
And it (along with the other taskforces) could develop pilot projects and/or funding proposals to those other levels of government, so that rather than asking for no-strings-attached funding – which we know governments are increasingly reluctant to do – we could be going to them with plans.

This last example is important to emphasize because if you decide to make community inclusion a strategic priority – alongside economic development and population growth – that does not mean that housing, transit, and recreation then become the sole responsibility of the municipality.

The provincial and federal governments, along with the business sector, the non-profit sector, and the community itself, still have their respective roles to play.

Case in point, when you made population growth a municipal priority, that didn't absolve the federal government of its responsibilities through Immigration & Citizenship, nor the provincial government of its role through the department of Labour, Skills & Immigration.

When you prioritized population growth, and likewise economic development, you identified your slice of the pie – acknowledging it is a big pie, your slice is small but critical!



PROPOSED MOTION

- 1. That CBRM Council adopt the revised Strategic Vision (on page 9 of this memo) and implement by way of striking a Taskforce on Affordable Housing & Homelessness, a Taskforce on Youth & Family Recreation, and a Taskforce on Transit.

Appendix A

DRAFT/EXAMPLE

CBRM Task Force on Affordable Housing & Homelessness

Terms of Reference

A) PREAMBLE

Through multiple community consultations, housing in CBRM has emerged as the “most talked-about theme” and the “top concern in each engagement method” (online surveys, online ‘idea map’, in-person open house, focus groups).

The main concerns identified around housing are “affordability and availability.”

The main priority identified around housing is to “increase housing types and options”, e.g., market-value, affordable housing, supportive housing; as well as “creating more opportunity for infill development of residential housing in urban areas.”¹

With housing in CBRM becoming increasingly unaffordable and/or inaccessible, 1 in 5 residents are spending more than 30% of their household income on housing; and approximately 260 residents are experiencing homelessness – roughly twice the homeless rate in Halifax.² Those who suffer most are – especially, but not exclusively – individuals and families experiencing poverty, seniors on fixed-incomes, and students/immigrants.

Therefore, CBRM Council has made affordable housing and homelessness a priority in its Strategic Vision, with the goal of increasing the availability of, and access to, affordable housing and emergency shelter, so that residents experiencing housing insecurity and/or homelessness can access safe, affordable, dignified housing and/or shelter.

¹ All preceding text in quotations is from CBRM Forward.

² With ~260 residents experiencing homelessness in a population of ~95K, CBRM’s homeless rate 0.28%. With ~600 people experiencing homelessness in a population of ~420K, Halifax’s homeless rate of 0.14%.

B) ACTION

Establish a CBRM Task Force on Affordable Housing & Homelessness (herein known as "Task Force").

C) MANDATE

The Task Force will provide evidence-informed and action-oriented observations and recommendations to Council to increase the supply and quality of housing and shelter options for residents in the CBRM.

The Task Force will present a coordinated and practical set of recommendations designed to guide Council as it makes decisions to address CBRM's available housing and shelter supply.

Recommendations will consider the needs of residents at different stages of life and a range of housing and shelter options.

While it is the legislative mandate of Council to make the final decision on all matters that affect the Municipality, the role of the Task Force is to provide recommendations, advice, and information to Council on those specialized matters which relate to the purpose of the Task Force in keeping with the Council's Strategic Vision.

The Task Force will:

- Seek to rely on local experience and knowledge obtained through a community-wide collaborative process with key resource people and organizations, especially those already working on the issue, in particular the Affordable Housing & Homelessness Working Group (AH&HWG) and Cape Breton Community Housing Association (CBCHA).
- Seek to deepen members' (and by extension Council's) knowledge and understanding of the existing rental housing supply, especially through work already completed on the issue, such as the "Service Based Count (February 2020)" produced by AH&HWG, and "Keys to a Housing Secure Future for All Nova Scotians" report by CCPA-NS Housing-for-All Working Group (co-chaired by CBU Professor Dr. Catherine Leviten-Reid).
- Seek to apply best practices and principles from other cities and housing task forces, such as the "Charting A New Course for Affordable Housing in Nova Scotia" report by the Nova Scotia Affordable Housing Commission (of which CBRM CAO Marie Walsh is a signatory).

D) SCOPE

The scope of work of the Task Force will be to:

- 1) Establish a good understanding of the current state of affordable housing and homelessness in the CBRM:
 - a) Housing needs assessment and environmental scan (AH&HWG has already done this through its "Service Based Count")
 - b) Inventory of current and projected housing developments.
 - c) Identify roles and responsibilities of the CBRM, developers, not-for-profits, community agencies, and residents.
- 2) Examine and determine the barriers to the development of affordable housing in CBRM.
- 3) Examine tools and incentives available to the Municipality to stimulate investment in affordable housing from inside and outside our community, including the National Housing Co-Investment Fund (CMHC).
- 4) Establish recommendations to increase the supply of affordable housing and complement the Strategic Vision/CBRM Forward.
- 5) Establish a process to engage and consult the public. The Task Force will consult with business, labour, and community groups. The Task Force will also seek input from a broad cross-section of the community with a variety of lived experiences seeking housing in CBRM, such as seniors, students, vulnerable populations, immigrants, and young professionals.

E) MEMBERSHIP

The Task Force shall be composed of the following members, appointed by the Mayor as follows:

- [.....]
- [.....]
- [.....]
- [.....]
- [.....]
- [.....]
- [.....]
- [.....]

The Task Force shall receive administrative support from a non-voting Strategic Planning Coordinator [Mike Targett, Community Consultation Coordinator, Mayor's Office] who will report to the Chair of the Task Force.

The Task Force may invite additional resource people to attend and present at specific meetings to meet its mandate. Ad hoc/non-voting members may include, but not be limited to:

- Individuals with lived experience
- Representatives from AH&HWG
- Chief of Eskasoni First Nation (Chief Leroy Denny) or proxy
- Chief of Membertou First Nation (Chief Terry Paul) or proxy
- Representative from African Nova Scotian community
- Representative from Jane Paul Centre
- Representative from CBU Students' Union
- Representative from NSCC
- Representative from Local Immigration Partnership (CBLIP)
- Representative from Cape Breton Island Centre for Immigration (CBICI)
- Representative from Health Sector (related to mental health)
- Representative of organization serving individuals living with disabilities
- Representatives from industry associations:
 - Construction Association or similar
 - Real Estate Board or similar
 - Labour Market Association or similar
 - Landlord Association or similar
- Provincial Department of Municipal Affairs & Housing
- Leading Local Employers

F) EXECUTIVE

Chair and Vice Chair

The Chair and Vice-Chair for the Task Force shall each be elected from the Task Force's voting membership.

The Chair will provide leadership to the Task Force, ensure the Task Force carries out its mandate, and act as the official spokesperson for the Task Force.

If the Chair is temporarily absent, the Vice Chair will assume the position and responsibilities for the Chair in the interim; if the position of Chair becomes vacant, the Vice Chair will assume the position and responsibilities of the Chair.

If the position of Vice Chair becomes vacant, the voting membership of the Task Force shall elect a new Vice Chair.

Strategic Planning Coordinator

The Strategic Planning Coordinator will support the Chair/Vice Chair in an administrative capacity by, e.g., preparing the agenda for each meeting in consultation with the Executive, taking the minutes, preparing and providing public communications, etc.

G) DEFINITIONS

1) Affordable Housing means:

- a) the housing costs (rent/mortgage and utilities) are *less than* 30% of the household's gross income;
- b) the housing is adequate (does not require any major repairs, according to residents);
- c) the housing is suitable (has enough bedrooms for the size (number of people) and makeup (gender, single/couple, etc.) of the needs of the household.³

³ National Occupancy Standard (NOS) <https://www23.statcan.gc.ca/imdb/p3Var.pl?Function=DEC&Id=100731>

H) NOTES

1. Affordable Housing

By using the measurement of “30% of a household’s gross income”, rents are geared to the *household income*, not the *median average income* in the province.

A recent low-cost loan from CMHC gave Halifax developers \$115.5 million to build 76 “affordable units” in a 324-unit apartment complex.

The “affordable units” will cost \$1,455–\$1,844/month.

This equals roughly 20%–25% of the *median income* in Nova Scotia of \$89,000/year.

But for the 40% of Nova Scotians who make less than \$30,000/year, these ostensibly affordable rents equal 58–74% of their household income. Affordable for them, if geared to household income, would be maximum \$750/month.⁴

20% of the overall population of CBRM lives below the LIM-AT.

20% of seniors in CBRM live below the LIM-AT.

30% of children in CBRM live in low-income households. (25% of families in CBRM are single-parent households, 85% of which are female single-parent households. The median after-tax income for female single-parent households is \$25,000/yr. Poverty disproportionately affects women and children.)

2. CBRM Forward

CBRM Forward promotes policies and strategies to concentrate development in the urban core, and ancillary growth centres.

3. Inclusive Zoning

New provincial legislation will help to avoid creating segregated housing by instead creating ‘set-asides’ that regulate a percentage of affordable units per market-rate unit per development. The Provincial Government will

“pass legislation to create inclusive zoning which will allow municipalities to encourage or require affordable housing within new developments. [Housing Minister John] Lohr said he’s working, meanwhile, on an inventory of provincial land that could be turned over for development.” [*AllNovaScotia*, “Tories hope housing can be fixed in two years” (Oct. 21, 2021)]

4. Individuals with Lived Experience

Community consultation must avoid further alienating people already marginalized by poverty and homelessness, or re-traumatizing anyone experiencing mental health or addictions issues. See [“Nothing about us without us: Seven principles for leadership & inclusion of people with lived experience of homelessness”](https://www.homelesshub.ca/NothingAboutUsWithoutUs)⁵

⁴ <https://www.cbc.ca/news/canada/nova-scotia/protest-halifax-cmhc-banc-joseph-howe-1.6161313>

⁵ <https://www.homelesshub.ca/NothingAboutUsWithoutUs>



City Hall
 320 Esplanade
 Sydney, NS B1P 7B9

Item No.

Council Agenda Request Form		
<input 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) - Announcement - Referral - Submit Petition - Notice of Motion
Date of Council Meeting: June 13, 2023		
Subject: Create a Disaster Relief Fund for Emergencies		
<p>Motion for Council to Consider: That staff be requested to prepare an Issue Paper on engaging with our Federal and Provincial Governments to create a Local Disaster Relief Fund for CBRM.</p> <p>Reason: From Fire Departments, Fire Services, EMO, communications, and all other resources, what we have learned from Hurricane Fiona, in September 2022, was that the CBRM was too reliant on volunteers and other governments to get a quick start on emergency relief and on helping our communities, with shelters, comfort centers, the ability to get fuel, Wi-Fi and things like generators.</p> <p>It is not reasonable to use the CBRM capital grants money for disaster purposes, as that leaves out our non-profits that rely on these monies to advance community programs if it is used for disaster relief.</p> <p>Outcome Sought: That, CBRM Mayor and Council along with CBRM Fire and Emergency Services, work with our Provincial and Federal counterparts to create a one million-dollar local disaster relief fund for CBRM, that can be used at any time the CBRM is in a state of emergency.</p> <p>This would allow CBRM to go forward with the necessities that would arise in any situation, that called for some disaster assistance in the communities of the CBRM.</p> <p>This fund, if ever used or depleted, would immediately be refreshed to its balance of \$1,000,000 by all 3 levels of government, after any provincial or federal disaster relief fund became available, and this money would be held in a reserve until such time it was used.</p>		
<i>Councillor Gordon MacDonald</i>	<i>District 1</i>	
<i>Date: May 17, 2023,</i>	<i>Received by Clerk's Department (date):</i>	

