

Cape Breton Regional Municipality

Council Meeting

AGENDA

TUESDAY, JANUARY 30TH, 2018

6:00 P.M.

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

Cape Breton Regional Municipal Council

Tuesday, January 30th, 2018

6:00 p.m.

AGENDA ITEMS

➤ **ROLL CALL**

➤ *O' Canada*

➤ **Moment of Silent Reflection**

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

- Special Council – November 20th, 2017
- Council – November 28th, 2017
- Council – December 12th, 2017

2. **PROCLAMATIONS & RESOLUTIONS:**

- 2.1 **White Cane Week:**
Councillor Amanda McDougall (See page 7)
- 2.2 **African Heritage Month:**
Councillor Jim MacLeod (See page 8)
- 2.3 **2017 Military Exercise – NIHLO Sapper:**
Councillor Jim MacLeod (See page 9)
- 2.4 **Family Literacy Day:**
Deputy Mayor Eldon MacDonald (See page 11)

3. **PUBLIC HEARING – STREET CLOSING:**

- 3.1 **Sheldon Nathanson Law Office on behalf of Paul and Rose MacIsaac
– (PID 15717135) 14 Foot Alleyway off Payne Street, Sydney:**

Public Hearing regarding the request for closure of a 14 Foot alleyway off Payne Street, Sydney (PID 15717135) and be sold to Paul and Rose MacIsaac at market value. Demetri Kachafanas, Regional Solicitor. (See page 12)

Continued...

4. **PLANNING ISSUES:**

4.1 **Final Approval – Public Hearing:** N/A

4.2 **Approval to Advertise:**

a) **Zoning Amendment Application #I039: Daniel Keough – 1086 Victoria Road, Whitney Pier (PID 15146699):**

Committee recommends approval to advertise a notice of Public Hearing to be held at the February 2018 meeting of Council to consider the zoning amendment application to permit a limited range of sales and service uses on PID 15146699, located at 1086 Victoria Road. Karen Neville, Planner (See page 16)

b) **Adjusting CBRM's land Use Bylaws to Keep Relevant with the Continuing Care Industry – Case #1040:**

Committee recommends approval to advertise notice of Public Hearing to be held at the February 2018 meeting of Council, to consider adopting amendments to both land use bylaws to keep relevant with the continuing care industry. Malcolm Gillis, Director of Planning and Development (See page 29)

4.3 **Start Time for Public Hearing – Zoning Amendment Application # I037 by Chris Skidmore to Permit an RV Campground in Big Pond:** Malcolm Gillis, Director of Planning and Development (See page 34)

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

5.1 **By-Laws:**

a) **Second / Final Reading – Public Hearing:**

i. **Proposed Amendments to the Solid Waste Resource Management By-Law No. S-300:** Francis Campbell, Manager Solid Waste (See page 35)

b) **First Reading:** N/A

5.2 **Motions:** N/A

Continued...

6. BUSINESS ARISING:

6.1 Special Council – September 25, 2017:

- a) **Expression of Interest - Redevelopment of Sydney Waterfront:**
John Phalen, Manager of Economic Development & Special Projects (See page 72)

6.2 General Committee – January 9, 2018:

- a) **Public Participation Policy:**

Committee recommends Council adopt the Public Participation Program Policy, as outlined in the staff Issue Paper dated October 24th, 2017. Malcolm Gillis, Director of Planning and Development (See page 89)

6.3 General Committee on Planning & Economic Development – January 10, 2018:

- a) **Smart Cities Challenge:** John MacKinnon, Director of Technology
 - i) Committee recommends Council endorse the Smart Cities Challenge initiative for the Cape Breton Regional Municipality, and that the Mayor provide a letter of support on behalf of Council. (See page 93)
 - ii) **Expression of Interest of Service on Smart City Round Table:** (See page 108)

6.4 CBRM Charter Consultation Session – January 20, 2018:

- a) **Charter Process: Direction-Setting** (See page 110)

Continued...

7. **CORPORATE SERVICES ISSUES:**

- 7.1 **Provision of Public WiFi at Center 200:** John MacKinnon, Director of Technology (See page 119)
- 7.2 **CBRM Wide Area Network Contract:** John MacKinnon, Director of Technology (See page 121)
- 7.3 **Waterfront Lease - Operation of Seasonal Food, Liquor and Entertainment: Establishment – 3302009 Nova Scotia Limited:** John Phalen, Managers of Economic Development & Special Projects (See page 123)
- 7.4 **Meeting Schedule:**
- a) **Council/Committee Schedule January – March 2018:**
(See page 142)
 - b) **DMA Roles & Responsibilities Training for CBRM Council:**
Marie Walsh, Chief Administrative Officer (See page 144)

8. **FINANCIAL STATEMENTS:**

- 8.1 **CBRM to November 30, 2017:** Jennifer Campbell, Chief Financial Officer (See page 145) **For Information Only.**
- 8.2 **Port of Sydney Development Corporation to November 30, 2017:** (See page 147) **For Information Only.**

Adjournment

PROCLAMATION

White Cane Week February 4 - 10, 2018

- WHEREAS:** The week of February 4 to 10, 2018 is recognized as White Cane Week; and
- WHEREAS:** White Cane Week aims to remind all Canadians that the traditional cane is a symbol of independence – not dependence - and that a lack of sight is not a lack of vision; and
- WHEREAS:** This is the 74th year this public awareness program has taken place in Canada and reflects the changing situations of people who are blind and visually impaired; and
- WHEREAS:** White Cane Week is a program of the Canadian Council of the Blind which has acted as “the voice of the blind” for over 74 years; and
- WHEREAS:** This campaign asks that service providers remove barriers that limit the fullness of life for our fellow blind and visually impaired citizens.
- BE IT THEREFORE
RESOLVED:** That the CBRM Council proclaim the week of **February 4th to 10th, 2018** as **White Cane Week** in Cape Breton Regional Municipality.

**Councillor Amanda McDougall
District # 8**

January 30, 2018

PROCLAMATION

“AFRICAN HERITAGE MONTH - 2018”

Whereas:

The 2018 African Heritage Month theme “Educate, Unite, Celebrate Community” will honour and pay homage to African Nova Scotians and their long legacy of uniting a passion that has provided a base to educate and celebrate an important part of Nova Scotia’s Culture & Heritage;

And Whereas:

The theme embraces education and encourages all Nova Scotians with the desire to educate oneself about African Nova Scotian history. Together, we can unite and ignite the culture and heritage we share as a community as we observe the United Nations International Decade for People of African Descent from 2015 - 2024;

And Whereas:

This observation focuses on three pillars – Recognition, Justice & Development;

And Whereas:

The Province of Nova Scotia has over 50 historic African Nova Scotian communities, dating back over 400 years and these communities have a unique and rich legacy of resistance, resilience and triumph that needs to be shared with all of Nova Scotia and it is for this reason that we must Educate, Unite and Celebrate African Heritage Month;

Be It Therefore Resolved:

That Mayor Cecil P. Clarke & Council of the Cape Breton Regional Municipality, proclaim the month of February, 2018 as African Heritage Month, and encourage all citizens to recognize and celebrate now and throughout the year the many achievements and contributions of African Nova Scotians to our Municipality.

*Councillor Jim MacLeod
January 30th, 2018*

CBRM Resolution

2017 Military Exercise – NIHLO Sapper

Whereas:

In November of 2017 upwards of 500 Military Personnel of 4 Engineer Support Regiment (4ESR) from Gagetown, New Brunswick, visited our City to set up camp in preparation for carrying out necessary training. While here, they purchased various goods and services in the local area and these soldiers conducted themselves in an exemplary manner throughout their stay. During their training, they provided support to some not-for-profit organizations, including the Fortress of Louisbourg, the Stone Church Restoration Society and many others;

And Whereas:

When Lieutenant Colonel Cotton and his personnel were planning this annual event they were considering Sydney, Prince Edward Island, Newfoundland and another site in New Brunswick;

And Whereas:

Personnel of (4ESR) had constructed a large Multipurpose Bridge in New Brunswick the prior year which cost over \$100,000.00 for materials provided by the New Brunswick Snowmobile and ATV Associations with some financial support from the Provincial Government. The Engineers of (4ESR) provided the labour, as part of their training to hone their skills at bridge building;

And Whereas:

In preparation for their 2017 training exercise, (4ESR) contacted 45 Combat Engineer Squadron in Sydney to determine if there were any major bridge or construction projects planned in the local area. The local Engineer Squadron suggested contact with the Isle Royale ATV Club since this Club is involved in trail building and placement of bridges. Once contacted, the Isle Royal ATV Club prepared a Power Point Presentation outlining the trail work and bridge building they have carried out and also suggested contact with the local Snow Mobile Club. It was noted that the local Clubs do not have the kind of funds available for construction of large bridges such as the one built by the Engineers in New Brunswick;

And Whereas:

In addition to outlining the trail work underway, members of the Isle Royal ATV Club provided a list of Not-for-Profit projects around the area which could use the support of (4ESR) personnel. The advance party of Lieutenant Colonel Cotton, RSM Martin and the other Officers and Senior Non-Commissioned Officers on hearing of the various projects expressed an interest in further discussion;

And Whereas:

After due consideration of the proposed projects and other contacts in the local area, Lieutenant Colonel Cotton decided to select Sydney as the location for the 2017 Military Exercise, NIHLO Sapper. While in this location, they carried out a number of projects including the restoration of a long-lost Trail at the Fortress of Louisbourg, repair and re-shingling of a roof on the Historic Stone Church, rebuilt a special walking bridge in the Warren Lake area and carried out work on a couple of ATV Trails and various other projects for a number of Not-for-Profit organizations;

**Be It Therefore
Resolved:**

That Mayor Cecil P. Clarke & Cape Breton Regional Council go on record in recognizing Lieutenant Colonel Cotton and upwards of 500 Military Personnel who set up camp in the CBRM and provided funding for various goods and services that benefited local businesses while supporting some of our Not-for-profit Organizations who struggle to raise funds to improve and enhance their undertakings.

Councillor Jim MacLeod – District #7 - CBRM

Dated this 30th day of January, **2018**

Cape Breton Regional Municipality

Proclamation

Family Literacy Day

Whereas: Solid literacy skills are vital to our social and economic development as a municipality;

And Whereas: Research shows that parents have a strong influence on the literacy development of their children;

And Whereas: Family literacy programs serve to secure a solid learning foundation for our children;

And Whereas: Family learning helps maintain the literacy levels of adults and encourages the development of lifelong readers and learners;

Be It Therefore Resolved: That Mayor Cecil P. Clarke and CBRM Council proclaim Saturday, January 27, 2018, as “Family Literacy Day” in the Cape Breton Regional Municipality.

Deputy Mayor Eldon MacDonald
District 5

January 30, 2018

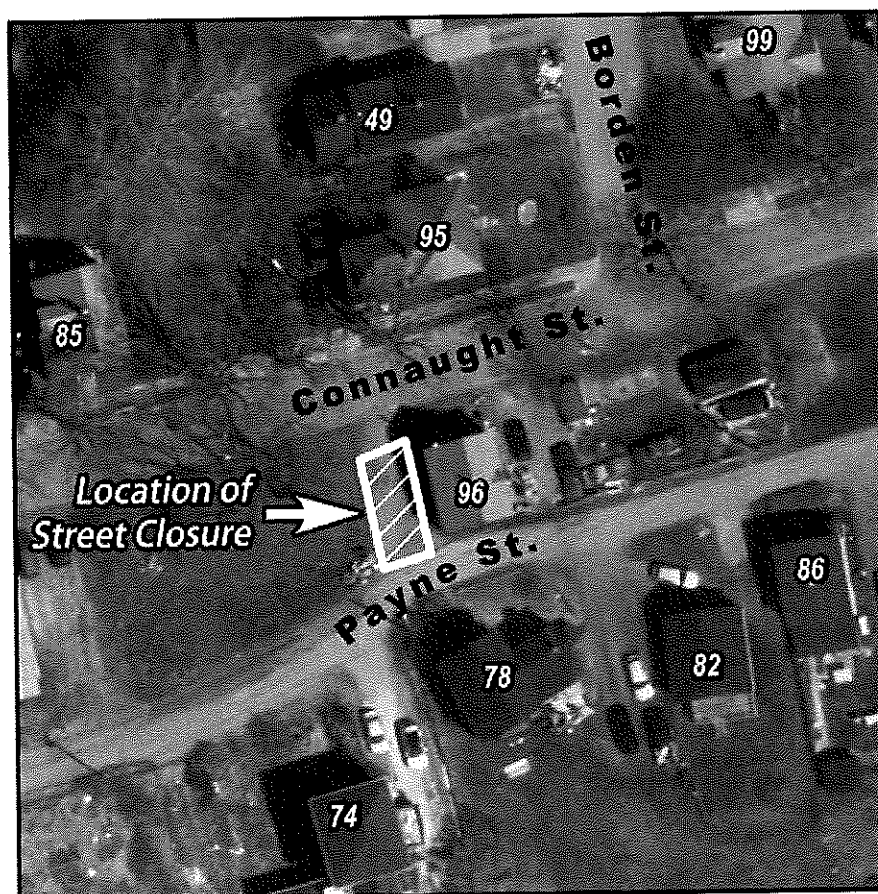


CAPE BRETON REGIONAL MUNICIPALITY

NOTICE - STREET CLOSING

**14 Foot Alleyway running off of Payne Street, Sydney, Nova Scotia,
Measuring Approximately 557 square feet +/-**

TAKE NOTICE that the Council of the Cape Breton Regional Municipality intends to close a 14 foot (more or less) alleyway off Payne Street, Sydney, Nova Scotia, Measuring Approximately 557 square feet +/- more or less, which is more particularly delineated on a plan of survey prepared by Attwood Surveys Limited, dated 17 November 2017.



A public hearing in relation to the closing of the said alleyway will be held on Tuesday, the 30th day of January, 2018, at 6:00 p.m. at the Council Chambers, 2nd Floor, Civic Centre, 320 Esplanade, Sydney, Nova Scotia, at which time Council will hear those in favour and those opposed to the closing of a portion of this alleyway.

Signed: Deborah Campbell Ryan

Sheldon Nathanson Law Office on behalf of Paul and Rose MacIsaac – (PID 15717135) 14 Foot Alleyway off Payne Street, Sydney

Motion:

Moved by Councillor MacLeod, seconded by Councillor MacMullin, that staff be directed to begin the street closure process for a 14 Foot Alleyway off Payne Street, Sydney (PID 15717135) and be sold to Paul and Rose MacIssac at market value.

Motion Carried.



CBRM

A Community of Communities

ISSUE PAPER

TO: Mayor and Council

FROM: Demetri Kachafanas
Regional Solicitor

SUBJECT: Request for Street Closure and Sale (PID 15717135)
14 Foot Alleyway off Payne Street, Sydney
(File No. 07612)

DATE: December 12th, 2017

The legal department received a request from Sheldon Nathanson Law office on behalf of Paul and Rose MacIsaac to close a 14 foot alleyway lying adjacent to his client's property located at Payne Street, Sydney. He is requesting the alleyway be formerly closed and sold to his clients. As you will note on the attached map (Attachment "A"), the MacIsaac's present driveway is shown as an encroachment on the alleyway. .

Public Works & Engineering, together with the Planning department, have determined there is no reason not to allow for this street closure.

We would request a Motion to proceed with the above-requested street closure and that the property be sold to Paul and Rose MacIsaac at market value.

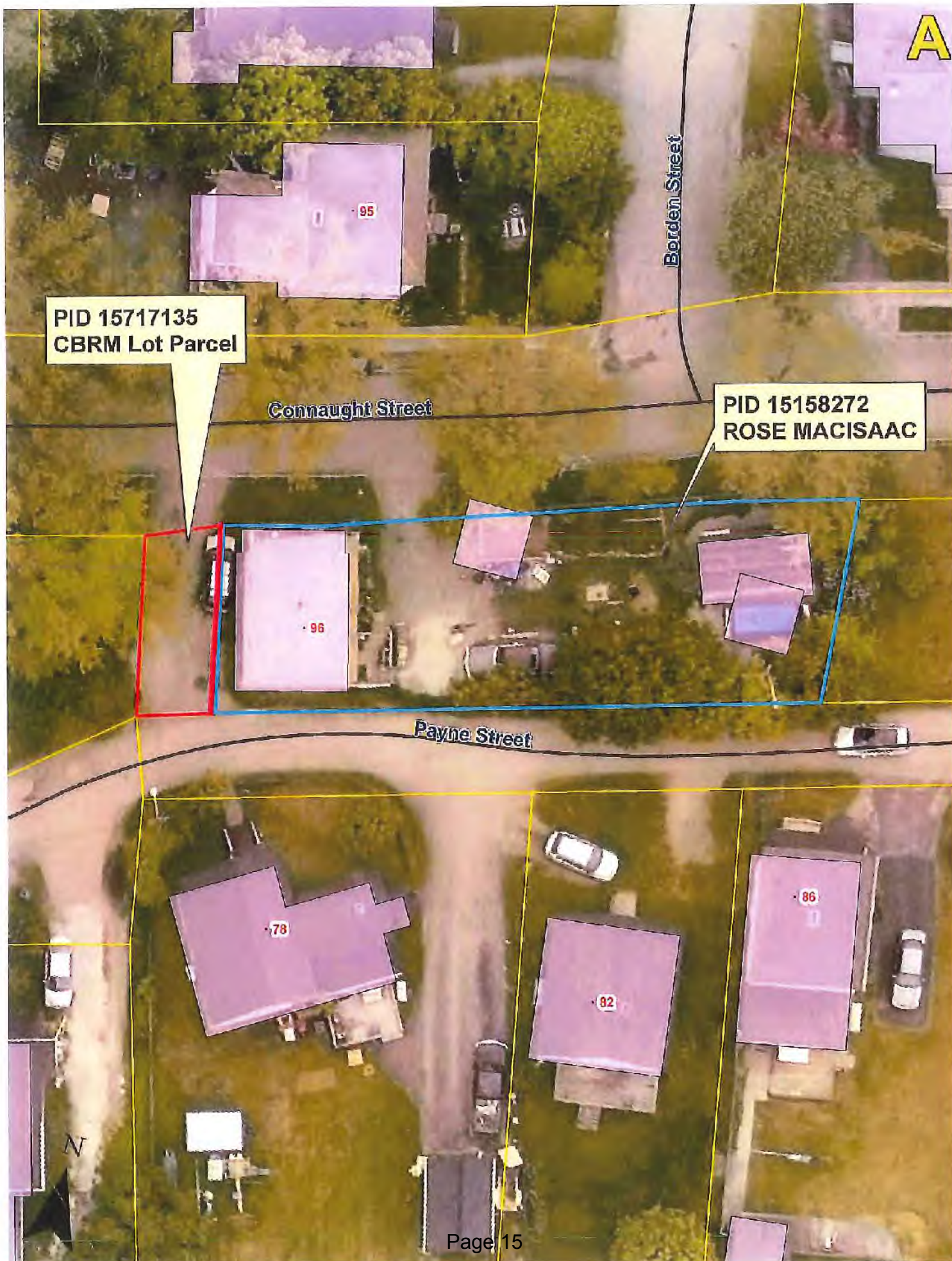
Thank you.

Respectfully submitted,

Originally Signed By

Demetri Kachafanas
Regional Solicitor

Attachment



A

PID 15717135
CBRM Lot Parcel

Connaught Street

Borden Street

PID 15158272
ROSE MACISAAC

Payne Street

N

Approval to Advertise - Zoning Amendment Application – 1039 Daniel Keough – 1086 Victoria Road, Whitney Pier (PID 15146699)

Motion:

Moved by Councillor MacLeod, seconded by Councillor Coombes, that a recommendation be made to Council for approval to advertise notice of Public Hearing to be held at the February 2018 meeting of Council, to consider the zoning amendment application to permit a limited range of sales and service uses on PID 15146699, located at 1086 Victoria Road, Sydney.

Discussion:

During discussion, concern was raised regarding the purchaser not contacting the Planning Department after being instructed to do so, and that the property was purchased at residential value and could be later zoned commercial and sold at the commercial value.

Motion Carried.

**TO: CBRM Council****FROM: Karen Neville****SUBJECT: ZONING AMENDMENT APPLICATION – 1039
Daniel Keough
1086 Victoria Road, Whitney Pier
(PID 15146699)****DATE: January 22nd, 2018**

Introduction

The Planning and Development Department has received a zone amendment application from Daniel Keough for the former Whitney Pier Fire Station located at 1086 Victoria Road, Whitney Pier (PID 15146699) [Attachment A]. At this time, Mr. Keough is using the building for personal storage, but would like the potential to establish a sales and service use at this location in the future.

Why a zoning amendment is necessary for this development?

When Mr. Keough purchased the property in question from the CBRM, he was instructed to contact the Planning and Development Department to ensure any proposed use of the building would comply with the Land Use By-law (LUB). Unfortunately, Mr. Keough did not contact the Planning and Development Department prior purchasing the property and utilizing the former fire station building for personal self-storage. Subsequently, Planning and Development Staff informed the applicant that a personal self-storage facility as main use was not a permitted use in the Residential Urban A (RUA) Zone (Attachment B).

In addition, while the Municipal Planning Strategy (MPS) and Land Use By-law (LUB) do provide provisions to allow for a range of optional uses to encourage the reuse of community service buildings, such as a fire station, current use of a personal self-storage facility and the range of uses proposed by the applicant exceeds those identified in the LUB (Attachment B). Given the fact proposed uses requested by Mr. Keough are not all permitted within the RUA Zone or Part 2 Section 6 (Conversion of former community, educational service, or municipal buildings) of the LUB, Mr. Keough is asking Council amend the zoning on PID 15146699 to permit a personal self-storage facility along with a range of sales and service uses (Attachment C).

The Authority to consider this application

Part 2, Policy 5.a. of the Municipal Planning Strategy (MPS) recognizes corridors where there is already a mix of land use types along a street (Attachment B). This policy permits existing sales and services

development and a variety of similar uses at site occupied by a sales and service developments. In addition, the policy states that Council may consider proposed sales and service developments elsewhere along a designated corridor by zone amendment. The property in question is located in the portion of Victoria Road recognized in Part 2 Policy 5 and is therefore eligible for a zone amendment.

Evaluation

The area surrounding the subject property is predominantly of low density residential with scattered higher density residential development and a range of sales and services uses. It should be noted that many of the uses proposed by the applicant are recognized as optional uses for site specific properties identified in designated corridor under Part 2 Policy 5 of the MP5.

The currently the building on the property is eligible to be converted to a range of sales and service uses under Section 6 of the General Provisions Section. If the applicant was undertaking any of these uses it would be permit subject to site plan approval. While some of the uses being proposed are listed under Section, not all of the uses proposed by the applicant are included in the range of optional uses.

The site specific zone that has been created for this proposal includes those permitted uses found in the RUA zone and the optional uses for the conversion of community service buildings (Part 2, Section 6 LUB). In addition, those uses requested by the applicant not included in the RUA Zone or Section 6 of the LUB are permitted in the site specific zone subject to development standards. The development standards provision are intended to protect adjacent residential properties.

Next Steps

If Council agrees to schedule a Public Hearing at their January meeting, the earliest date of the Public Hearing would be at their February Council Meeting. Upon a decision of Council to schedule a Public Hearing, along with the required notices to be published in the Cape Breton Post, notice of this zone amendment application will be mailed to assessed owners of property in the vicinity of PID 15146699 encouraging them to contact the Planning and Development Department if they have any questions and of their opportunity to attend the Public Hearing.

Recommendation

Given the content of Part 2, Policy 5.a. of the MP5 it is reasonable for Council to at least consider the request to amend the zoning to permitted a limited range of sales and service uses on PID 15146699 I recommend that Council schedule a Public Hearing to consider this amendment at the February Council Meeting.

The Draft Amending By-law can be found in Attachment D.

Submitted by:

Originally Signed by

Karen Neville
Planning and Development Department



A

Church Street

Victoria Road

PID: 15146699

Church Street

N

Municipal Planning Strategy Policies

Part 2, Policy 5.a

Along urban and rural Level 1 and Level 2 public streets/roads, or the central business districts of small urban communities, where there already is a mix of land use types along the streetscape, it shall be a policy of Council to:

- permit the existing sales/service developments and a variety of similar uses, or uses more compatible with the surrounding land uses, at the site presently occupied by these developments and at the scale existing at the time this Municipal Planning Strategy comes into effect; and to
- permit expansion by site plan approval, including expansion onto adjacent lots to be consolidated into the larger site.

The site plan approval provisions should stipulate that:

- adjacent low density residential uses are buffered and screened from the starker ancillary components of the site (*e.g. parking spaces, driveways, utility facilities, etc.*);
- an on-site parking and vehicular maneuvering plan which does not exacerbate traffic movement problems along any public street/road abutting the site be included;
- an on-site landscaping plan be included that improves the development's compatibility with the streetscape.

This policy directive is implemented in Part 51 of the Land Use By-law.

Any sales/service development not identified in the list of similar or more compatible uses, or any sales/service development proposed to be located elsewhere along these designated corridors shall be by zoning amendment.

The purpose of the zoning amendment shall be to ensure:

- the site itself;
- the site plan; and
- management of the facility

mitigate any adverse affects the development will have on low density residential development in proximity.

Council shall use the following criteria to evaluate such zoning amendment proposals:

- The development proposal must include a landscaping plan to buffer and screen low density residential uses from the starker ancillary components of the site (*e.g. parking spaces, driveways, utility facilities, etc.*)
- The development proposal must include a traffic plan (*both on-site and along the public street/road accessing it*) implementing improvements that
- compensate for the increase in traffic expected. A traffic impact analysis report financed by the developer may be requested by Council, or the planner responsible for reporting to Council in consultation with the Traffic Authority, to support the development proposal and to ensure this criteria is adhered.

- The development proposal must respect the potential adverse affects any significant buildings will have on much smaller scale low density residential buildings.

Part 2, Policy 5.b.5

The following corridors shall be designated as subject to this policy statement. Their extent is illustrated on the Municipal Planning Strategy Map. The sector of Victoria Road in Whitney Pier from the central business district designation to the Sydney community boundary.

Part 2, Policy 9.d

It shall be a policy of Council to facilitate the re-use of abandoned community, educational, or municipal service buildings located in urban/suburban neighbourhoods outside business districts/corridors. The building and site of these former facilities may be converted, by site plan approval, into one or more of the following service businesses:

- studios of artists or artisans;
- business offices; and
- personal care and service businesses.

The site plan approval provisions should stipulate that:

- adjacent low density residential uses are buffered and screened from the starker ancillary components of the site (e.g. parking spaces, driveways, utility facilities, etc.);
- an on-site parking and vehicular maneuvering plan which does not exacerbate traffic movement problems along any public street/road abutting the site be included;
- an on-site landscaping plan be included that improves the development's compatibility with the streetscape.

Land Use By-law Provisions

Section 6 Conversion of former community, educational service, or municipal buildings

- a. The conversion of a former community, educational service or municipal building into any combination of the uses listed below by site plan approval (pursuant to Sections 231 and 232 of the *Municipal Government Act*) shall be permitted in any zone where the uses themselves are not included in the list of uses permitted.
 - apartment buildings
 - artist/artisan establishment
 - arts/entertainment studio
 - business hall
 - business office
 - clothes cleaning business
 - day care facility
 - dwelling units within a mixed use building
 - funeral home
 - hotel
 - indoor recreational business establishment
 - medical clinic
 - personal service business
 - repair service
 - scientific establishment
 - townhouse

- tourist information center
- b. The Development Officer shall approve a site plan where the following matters have been addressed. The Development Officer shall measure the degree of stringency in interpreting the criteria so that it correlates with the scale of the development and each and every feature of the development (e.g. buildings, parking area etc.), and the proximity of the development, or any specific feature of it, to any other development or streetscape intended to be protected by the criteria.
- Utility structures and the parking spaces of a new parking area to be constructed shall be screened from a public street/road and any single detached dwellings to soften their starkness by a combination of vegetation and fencing. Where there is land available, landscaping that meets the definition of landscaped open space in this Bylaw, or fencing improvements, shall be introduced between existing parking spaces and any abutting yard on an adjacent property occupied by a residential use to soften the starkness of the parking spaces from that yard.
 - All existing significant vegetation shall be retained except where its removal is necessary for the construction of the development.
 - Signs advertising the business shall be of a scale and style and so located that they will not conflict with the streetscape.
- c. To facilitate the inclusion of additions demanded by other regulations or by-laws, and/or design improvements volunteered by the conversion proponent, for purposes of interpreting this Section, the construction work involved in the conversion may include an addition no greater than 5% of the floor area of the building.
-

Part 16 Residential Urban A (RUA) Zone

Section 1 RUA Uses Permitted

Development Permits shall only be issued in the RUA Zone for one or more of the following uses in compliance with any relevant section of the General Provisions Part, and any specific section of this Part devoted to the use.

- **recreational - only the following**
 - public indoor and outdoor
- **residential - only the following**
 - apartment buildings at a density of 1 dwelling unit per 1,500 sq. ft. of land on the lot parcel *in compliance with the site plan approval provisions of Section 2*
 - single detached dwellings *that do not have the dimensions of a mobile home as defined by this By-law*
 - townhouses at a density of 1 dwelling unit per 1,500 sq. ft. of land on the lot parcel *in compliance with Section 2*
 - two unit dwellings
- **service - only the following**
 - community service *in compliance with the site plan approval provisions of Section 3 (except day care facilities and community service residences which are listed below as not subject to the referenced Site Plan Approval provisions).*
 - community service residences
 - cultural service

- day care
 - educational *in compliance with the provisions of Section 4*
 - inns *in compliance with the site plan approval provisions of Section 3*
 - protective *only the following*
 - coast guard stations
 - fire
 - judicial
 - police
 - residential care dwelling
-

Section 2 Apartments and Townhouses - site plan approval

All apartment buildings and townhouses are subject to approval of a site plan (pursuant to Sections 231 and 232 of the Municipal Government Act). The Development Officer shall approve a site plan where the following matters have been addressed. The Development Officer shall measure the degree of stringency in interpreting the criteria so that it correlates with the scale of the development and each and every feature of the development (e.g. buildings, parking area etc.), and the proximity of the development, or any specific feature of it, to any other development or streetscape intended to be protected by the criteria.

- a. Utility structures and the parking spaces of a new parking area to be constructed shall be screened from a public street/road and any single detached dwellings to soften their starkness by a combination of vegetation and fencing. Where there is land available, landscaping that meets the definition of landscaped open space in this Bylaw, or fencing improvements, shall be introduced between existing parking spaces and any abutting yard on an adjacent property occupied by a residential use to soften the starkness of the parking spaces from that yard.
 - b. All existing significant vegetation shall be retained except where its removal is necessary for the construction of the development.
 - c. Measures, including lot parcel grading, shall be required to adequately dispose of storm and surface water.
 - d. A minimum equivalent to 1/3rd of the floor area of the building shall be in compliance with the definition for landscaped open area. That percentage may be reduced to as low as 1/10th where the Development Officer is satisfied with the design of a Certified Horticultural Technician or Architect.
 - e. For new construction and additions, the setbacks shall either meet the setback requirement of 20 ft. or be screened (as defined in this Bylaw) from adjacent lot parcel boundaries to soften the starkness of the building where the development on the adjacent lot parcel warrants protection e.g. residential development with an attractive façade, or a managed landscaped yard, or a business development that uses either an attractive façade e.g. professional office or a managed landscaped yard to promote their establishment e.g. bed and breakfast establishment. For existing buildings proposed to be converted because of a change in use and development on the adjacent lot parcel warrants protection for the reasons given above, only the setback is waived.
 - f. Any new buildings of a significantly larger scale (i.e. either higher or greater floor area) than dwellings on an adjacent lot parcel shall be so located on the lot parcel to lessen the impact on dwellings on an adjacent lot parcel.
 - g. Ingress and egress points where the parking area is to be accessed from any public/street/road shall be designed to ensure that any known significant traffic problem identified by the Traffic Authority is not further exacerbated.
-

Section 3 Inns and Community Services– site plan approval

- a. All new inns and community service uses that reference this Section and expansions of existing inns and community service uses that increase the floor area by more than 10%, are subject to approval of a site plan. The Development Officer shall measure the degree of stringency in interpreting the criteria so that it correlates with the scale of the development and each and every e.g. bed and breakfast establishment. For existing buildings proposed to be converted because of a change in use and development on the adjacent lot parcel warrants protection for the reasons given above, only the setback is waived.
 - b. Signs advertising the business shall be of a scale and style and so located that they will not conflict with the streetscape.
 - c. Ingress and egress points where the parking area is to be accessed from any public/street/road shall be designed to ensure that any known significant traffic problem identified by the Traffic Authority is not further exacerbated.
-

Section 4 Storage and Use of Equipment Outdoors

Storage and use of equipment and machinery outdoors which is associated with the educational instruction other than playground equipment shall not be permitted within 200 ft. of a dwelling.

Section 5 Landscaping Provisions

There is no requirement to provide a minimum landscaped open area. However, all exposed ground shall comply with the definition of this By-law for landscaped open area.

List of proposed uses for 1086 Victoria Road, Whitney Pier (PID 15146699)

- apartment building
- bakery sales
- convenience stores
- pharmacy and convenience sales
- retail
- contractor specialized trades
- fitness center
- indoor recreational business establishment
- machine shop
- medical clinic
- micro brewery, distillery or winery
- motor vehicle and related
- nursing home
- personal service business
- repair service
- restaurant
- personal self-storage facility

By-law
of the Cape Breton Regional Municipality
amending the
Cape Breton Regional Municipality's
Land Use Bylaw

Pursuant to Section 210 of the Municipal Government Act of Nova Scotia, the Council of the Cape Breton Regional Municipality hereby amends the text and map of the Cape Breton Regional Municipality's Land Use By-law in the following manner:

THAT: Council Renumbers Part 97 Definitions to Part 98

THAT: Council amends the text of the Land Use By-law by creating the following Zone.

PART 97 VICTORIA ROAD BUSINESS (VRB) ZONE

Section 1 VRB Uses Permitted

Development Permits shall only be issued in the VRB Zone for one or more of the following uses in compliance with any relevant section of the General Provisions Part, and any specific section of this Part devoted to the use.

- **manufacturing – only the following**
 - metal wares small manufacturing
- **sales – only the following**
 - alcohol beverage sales
 - bakery sales
 - boutiques
 - convenience stores
 - pharmacy and convenience sales
 - recreational vehicle sales
 - retail sales of furniture and appliances
- **service – only the following**
 - artist/artisan establishment
 - arts/entertainment studio
 - business hall
 - business office
 - contractor specialized trades
 - fitness center
 - indoor recreational business establishment
 - medical clinic
 - micro brewery, distillery or winery
 - motor vehicle and related
 - personal service business
 - repair service
 - restaurants
 - personal self-storage facility

- all uses permitted in the RUA Zone subject to the RUA Zone
-

Section 2 Outdoor Display and Storage

- a. Outdoor display is permitted.
 - b. Outdoor storage shall be permitted in all yards except between the public street/road and the nearest main building.
 - c. Outdoor storage of derelict motor vehicles not displaying a valid Province of Nova Scotia Vehicle Permit or displaying a valid safety inspection sticker, used bodies or parts of motor vehicles, or used bodies or parts of other vehicles, machinery or equipment, shall not be permitted.
 - d. Outdoor storage shall be screened (as defined in this By-law) from residential uses within 30m (99ft) and the sector of any public street/road abutting the lot parcel where the outdoor storage is taking place.
 - e. The material associated with the outdoor storage shall not exceed the height of the above referenced screening.
-

Section 3 Parking Area Provisions for a Change in Use

- a. Where any sales or service use is established in the existing building that generates customer traffic (i.e. excluding 'personal self-storage facility'), the entrance to the existing parking area shall be redesigned in order to comply with the following parking area standards:
 - i. entrance and exit ramps shall not exceed two in total and each such ramp shall be a maximum width of 26 ft. at the public street/road boundary for one way traffic or 36 ft. for two way traffic
 - ii. no ramp shall be closer than 30 ft. to another ramp serving the same lot parcel
 - iii. the parking area shall be separated from the public street/road boundary by a distance of at least 3 ft. measured from the public street/road boundary and this area shall be raised or separated by curbs or otherwise made inaccessible to motor vehicles and comply with this By-law's definition for landscaped open area.
 - iv. the applicant shall extend the sidewalk between the lot and Victoria Road to the specifications of CBRM's Engineering and Public Works Department
 - b. Where a new main building is constructed, or the existing main building is reconstructed, the development shall be in compliance with the entire General Provision section of this Bylaw titled "Parking Area Standards" in addition to sub-section iv. above.
-

Section 4 Screening Provision adjacent Residential Zones

Any new construction of a sales or service development, and/or the establishment of any outdoor activity associated with a sales or service use, shall be screened (as defined in this Bylaw) from residential uses within 30m (99ft).

Section 5 Landscaping Provisions

There is no requirement to provide a minimum landscaped open area. However,

- a. all existing significant vegetation shall be retained except where its removal is necessary for the construction of the development, and
- b. all exposed ground shall comply with the definition of this By-law for landscaped open area.

THAT: Council amends the Land Use Bylaw map by deleting the Residential Urban A (RUA) Zone in effect for PID 15146699 and replacing it with the Victoria Road Business (VRB) Zone.

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

MAYOR

CLERK

THIS IS TO CERTIFY that the attached is a true and correct copy of the Land Use Bylaw amendment Amending By-law of the Cape Breton Regional Municipality adopted by Regional Council during a meeting held on _____ to amend the Cape Breton Regional Municipality's Land Use By-law.

Deborah Campbell Ryan, CLERK

Adjusting CBRM's Land Use Bylaws to keep relevant with the Continuing Care Industry – Case I040

Motion:

Moved by Deputy Mayor Eldon MacDonald, seconded by Councillor MacMullin, that a recommendation be made to Council for approval to advertise notice of Public Hearing to be held at the February 2018 meeting of Council, to consider adopting amendments to both land use bylaws to keep relevant with the continuing care industry by:

- Replacing the words “nursing homes” with the words “long term care facilities”;
- Replacing the definition for “nursing home” to read “ long term care facilities means and nursing home or residential care facility licensed by the province as a long term care facility”; by
- Revising the Parking Requirements table from the way it currently reads;
- And by amending the definition of residential care dwelling;

as outlined in the staff Issue Paper dated December 29, 2017.

Discussion:

During discussion the Director of Planning & Development provided clarity on the following:

- The amendment is a change to only the definition and not the policy;
- Long Term Care facilities/nursing homes are permitted in suburban, urban, rural areas;
- Regulations in regards to the size of the facility.
- Difference between a Nursing Home and a Long Term Care facility.

Motion Carried.



ISSUE PAPER

TO: Council

From: Malcolm Gillis

**RE: ADJUSTING CBRM'S LAND USE BYLAWS TO KEEP
RELEVANT WITH THE CONTINUING CARE
INDUSTRY – case 1040**

Date: January 12th, 2018

CBRM Planning Strategy policy states that establishments providing nursing or personal care services to the older population, infirm, or chronically ill are an essential health service, whether or not they are provided privately or as a not-for-profit agency (Part 2, Policy 22). That Policy goes on to declare such facilities are therefore to be permitted in all zones, including residential, with the scale of the facility regulated to correlate the importance of the street accessing it in the CBRM public street/road network hierarchy and the size of the lot parcel to be developed (e.g. much larger scale nursing homes are permitted on Kings Road in Sydney than on a small building lot on a minor residential street).

The purpose of this issue paper is not to advocate changing that broadminded policy. The purpose of this issue paper is to advocate for amendments to the Land Use Bylaws to ensure that policy is implemented correctly in the regulatory documents that must be adhered when applications for Development Permits are submitted in the face of evolving Provincial definitions and service standards.

The Province currently licences and regulates the continuing care/long term care industry by dividing it into two defined categories; i.e. nursing homes and residential care facilities. But the Province respects the land use bylaw provisions of the municipality having jurisdiction. It is clear that the above referenced Planning Strategy policy intended to regulate both categories the same. Because of evolving Provincial categories and how they are defined and previous amendments to the CBRM land use bylaws that separated nursing homes and residential care

facilities by parking standards, the current land use bylaws no longer correctly implement Planning Strategy policy. That needs to be rectified.

Recommendation:

Planning and Development Department staff is therefore recommending that Council adopt amendments to both the CBRM Land Use Bylaw and the North End Sydney Land Use Bylaw as described in the amending Bylaws with this report.

Respectfully submitted by:

ORIGINAL SIGNED BY

Malcolm Gillis
Director of Planning and Development

By-law
of the Cape Breton Regional Municipality

amending the

**Cape Breton Regional Municipality's
Land Use Bylaw**

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

THAT: the words "nursing homes", wherever used in this Bylaw, are replaced with the words "long term care facilities".

THAT: the definition for nursing home, which currently reads as follows:

Nursing home means a health care service establishment where the primary service is continuing care to persons with chronically debilitating physical and/or mental illnesses, or physically or mentally challenged, where they are lodged and provided with full time nursing services and occasional medical services (as opposed to full time medical services in a hospital) in a dormitory style of floor plan (without door locks) with care giver stations and kitchen/cafeteria or restaurant service. Where the nursing service, food service and social services provided to the tenants of the primary service facility are also available to those living in apartments within a complex setting, such apartment buildings are considered an ancillary part of the service, but not the primary part.

is amended to read ...

Long term care facility means any nursing home or residential care facility licenced by the Province as a long term care facility. A long term care facility is a health care service establishment. Where the nursing service, food service and social services provided to the tenants of the primary service facility are also available to those living in apartments within a complex setting, such apartment buildings are considered an ancillary part of the service, but not the primary part.

THAT: the definition for residential care dwelling that currently reads as follows:

Residential care dwelling means a building that complies with the definition of a single detached dwelling with a maximum floor area of 3,000 sq. ft. where primarily persons with chronically debilitating physical and/or mental illnesses and/or physically or mentally challenged, are lodged and provided with full time nursing services and occasional medical services (as opposed to full time medical services in a hospital).

is amended to read ...

Residential care dwelling means a health care service establishment licenced by the Province where long term care/special care as defined by the Province is provided to individuals within a building that complies with the definition of a single detached dwelling, or a two unit dwelling, with a maximum floor area of 3,000 sq. ft.

THAT: Section 27.a.i of Part 2, which currently reads as follows:

No single detached dwelling shall be permitted on the same lot parcel as any other dwelling, except within a Mobile Home Park Zone.

is amended to read ...

No single detached dwelling, residential care dwelling, or community service residence shall be permitted on the same lot parcel as any other dwelling, except within a Mobile Home Park Zone.

THAT: Section 1 of Parts 24, 25, and 26 is amended by removing the permitted use “residential care dwelling” from the category of Residential to the category of Service.

PASSED AND ADOPTED: by a majority of the whole Council at a duly called meeting of the Cape Breton Regional Municipal Council held on February 27th, 2018.

MAYOR

CLERK

THIS IS TO CERTIFY that the attached is a true and correct copy of the Amending By-law of the Cape Breton Regional Municipality adopted by Regional Council during a meeting held on February 27th, 2018 to amend the Cape Breton Regional Municipality's Land Use By-law.

Deborah Campbell Ryan, CLERK

Zoning Amendments Application – 1037 Chris Skidmore, East Bay Highway, Big Pond (PIDs 15327539, 15327547, 15327554, and 15327562:

Motion:

Moved by Councillor Doncaster, seconded by Councillor Coombes, that the Public Hearing to consider zoning amendment application 1037 to permit a campground on PIDs 15327539, 15327547, 15327554, and 15327562 be scheduled for Tuesday, February 20th, 2018 at 1:30 p.m. in the Council Chambers, City Hall, Sydney.

Motion Carried.



CAPE BRETON REGIONAL MUNICIPALITY **NOTICE**

By-Law for Second (Final) Reading by Council

TAKE NOTICE that the following By-Law will be brought to Council for second (final) reading on **Tuesday, January 30, 2018** at 6:00 p.m., Council Chambers, 2nd Floor, City Hall, 320 Esplanade, Sydney, NS:

BY-LAW	INTENT
Amendments to the Solid Waste Resource Management By-law	• Update by-law to include current collection practices. • Update, revise and expand the section on Illegal Dumping and Littering. • Include the requirement for the Industrial, Commercial, and Institutional (ICI) Sector to maintain a Waste Management Plan. • Requirement for Waste Containers in Drive-Thru establishments. • Revise/update the section on Vehicle Registration. • Revise/add definitions. • Update penalties from \$150.00 to \$650.00 a day.

The above By-law amendments may be inspected at the Clerk's Office, 4th Floor, Room 405, City Hall, 320 Esplanade, Sydney, N.S.

Signed: Deborah Campbell Ryan
Municipal Clerk
January 15, 2018

17592504

Proposed Amendments to the Solid Waste Resource Management By-Law No. S-300:

Motion:

Moved by Councillor MacLeod, seconded by Councillor Coombes, to approve for first reading the proposed amendments to the Solid Waste Resource Management By-Law as outlined in the staff Issue Paper dated November, 2017.

Motion Carried.

**CAPE BRETON REGIONAL MUNICIPALITY
"SOLID WASTE RESOURCE MANAGEMENT"
BY-LAW"**

1. TITLE

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

2. DEFINITIONS

- 2.1 In this By-law the following words and phrases shall have the following meanings:

Items appearing in red are changes from previous version of bylaw

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

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

explosives, fireworks, pathological wastes, ammunition, oil, gas, oil gas mixes, etc.

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

Solid Waste Resource Management By-Law

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

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

Solid Waste Resource Management By-Law

- gg. “private road” is a road as defined by the **Subdivision By-law of CBRM**.
- hh. “recyclable materials” means fiber recyclables, **containers** recyclables and other materials of a recyclable nature.
- ii. “residential bulk items” means large items of a household nature including but not limited to furniture, stoves, mattresses, bed springs, barrels, water tanks, and dishwashers.
- jj. “residential food waste” means fruit and vegetable peelings, table scraps, bread, grain, rice and pasta, egg shells, coffee grounds and filters, tea leaves and tea bags or other similar items suitable **for disposal in a green cart**.
- kk. “soiled and non-recyclable paper” means napkins, paper towel & fast food wrappers, wax paper, wrapping paper, paper plates and cups, soiled newspaper and flyers, sugar, flour & potato paper bags or other similar items.
- ll. “source separated composting facility” means a facility designed to receive, process and compost organic materials.
- mm. “transfer station” means a facility operated by or on behalf of the Municipality for unloading and consolidating waste, recyclables or **organics** from vehicles for transport to another waste management facility in larger loads.
- nn. “treasurer” means the Director of Finance for the Municipality, the successor to this position or a person designated by the Director to act in his/her place.
- oo. “unlisted bungalow road” is an unlisted bungalow road as defined by the **Subdivision By-law of CBRM**.
- pp. “unlisted road” is an unlisted road as defined by the CBRM **Subdivision By-law of CBRM**.
- qq. “unit” means a self-contained portion of a building occupied as a separate residence.
- rr. “waste disposal fees” means per tonne fees, or per load fees, charged by the Municipality for the acceptance of waste, mixed waste, recyclable materials, and organic materials within the municipal waste disposal system.
- ss. “waste management facilities” means facilities for the management of mixed waste, recyclable materials, and organic materials operated within

the Municipality, its contractors or its agents and includes, without limitation, the landfill, materials recovery facility(s), source-separated composting facility(s), transfer stations(s) and construction and demolition recycling disposal facilities.

- tt. “white goods” means any large household appliance including but not limited to refrigerators, freezers, air conditioners, stoves, washers, and dryers.

3. THE COUNCIL

3.1. The council may by policy:

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

4. THE MANAGER

4.1. The manager or his designate shall administer the provisions of this By-Law and, for this purpose, may:

- a. divide the Municipality into areas for the purposes of curbside collection of collectible waste from eligible premises on various days of the week.
- b. designate a particular day of the week for curbside collection of collectible waste in each designated collection area.
- c. alter the boundaries of curbside collection areas as deemed necessary on reasonable notice to the public.
- d. administer and liaise with any collection contractor who may be hired by the Municipality to carry out curbside collection of collectible waste within the Municipality.
- e. designate the conditions and guidelines relating to the acceptance of curbside waste materials at waste management facilities owned and

operated by the CBRM in compliance with applicable provincial regulations and this by-law.

- f. administer a system for collection of “bulk waste” and “white goods”, from eligible premises.
- g. administer the residential household special waste system.

5. THE PUBLIC

5.1 The owner or occupier of an eligible premises shall:

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

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

6. ELIGIBLE PREMISES

6.1 Eligible premises include the following:

- a. single family dwellings including mobile homes.
- b. multi-unit residential dwellings that constitute a unit in a duplex, row house or townhouse where every unit has street or road frontage.

- c. multi-unit apartment buildings to a maximum of six (6) units. (limited to 5 bags per unit to a total 30 bags)
- d. fire halls
- e. condominium buildings

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

7. COLLECTIBLE MATERIAL – PREPARATION AND RESTRICTIONS

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

8. REGULATION CONTAINERS FOR MUNICIPAL COLLECTION

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

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

a. Plastic Bag Specifications Mixed Waste: ~~Clear~~ Garbage Bags

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

b. Container Specifications Mixed Waste: Garbage Cans

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

c. Storage Containers: ~~Roadside~~ Boxes

- i. outdoor, roadside boxes or bins are acceptable for storing containers or bags for mixed waste provided they meet the following specifications:
 1. a box or bin constructed of wood or other material suitable for storing containers or bags or mixed waste as long as the box or bin is rodent and animal proof.

2. boxes or bins must be affixed with a lid weighing not more than 5 kilograms.
3. boxes or bins shall at all times be maintained in a neat and sanitary condition and kept in good repair.
4. waste collectors will remove waste from storage containers located consistent with section 9.2, however, the municipality or collector is indemnified against damage to bins or containers resulting from collection activity.

d. Organic Materials: Green Carts and Mini Bins

- i. where the Municipality establishes a separate collection for organic materials, the following organic materials regulation containers shall be used:
 1. eligible premises that receive curbside collection will be delivered and assigned one green cart and one mini bin by the Municipality. The Municipality will establish the number of cart(s) and mini bin(s) assigned to types of eligible premises.
 2. green cart(s) and mini bin(s) assigned to eligible premises are to remain with that eligible premises.
 3. owners or occupants of eligible premises are responsible for the care and cleaning of each green cart and mini bin which have been assigned to their eligible premises.
 4. repair to damage green cart(s) or replacement of green cart(s) or mini-bin(s) assigned to eligible premises due to misuse, alterations or abuse involving the owner or occupant of the eligible premises shall be the responsibility of the owner or occupant of the eligible premises to which the cart(s) or mini-bin(s) is assigned.
 5. owners or occupants of eligible premises shall make the green cart(s) assigned to eligible premises available to the Municipality or its contractors or agents within reasonable time frame upon request for inspection or repair purposes or for identification of the serial number.

6. owners or occupants of eligible premises are responsible for the green cart(s) and mini bin(s) assigned to the eligible premises and used by tenants who are renting or leasing the premises.

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

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

f. Storage Containers: Roadside Boxes Blue Bags

- i. outdoor, roadside boxes or bins are acceptable for storing fiber and container recyclable materials provided they meet the following specifications:
 1. blue box or blue bin constructed of wood or other material suitable for storing blue bags as long as the box or bin is rodent and animal proof.
 2. blue boxes or blue bins must be affixed with a lid weighing not more than 5 kilograms.
 3. blue boxes or blue bins shall at all times be maintained in a neat, sanitary condition and kept in good repair.

4. blue bag collectors will remove waste from storage containers located consistent with section 9.2, however, the municipality or collector is indemnified against damage to bins or containers resulting from collection activity.

9. PLACEMENT OF MATERIALS

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

10. COLLECTION TIMES & FREQUENCIES

- 10.1. Collection will commence at the following times on the collection days designated in the following areas of the municipality:
 - a. 8:00 a.m. in all areas of the Municipality having daytime collection.
 - b. 12 midnight in all areas of the Municipality having overnight collection.
- 10.2. No person shall place collectible waste out for collection before 7:00 p.m. the evening of the day prior to the collection day applicable in that area of the Municipality.
- 10.3. Where an area is designated to receive bi-weekly recyclable collection, no person shall place blue bag material out for curbside collection on the week not designated for the area's recyclable collection week applicable in that section of the Municipality.

Solid Waste Resource Management By-Law

- 10.4. Any materials not collected must be removed from curbside by 9:00 p.m. on the day of collection.
- 10.5. Collectible waste must be placed for collection by the designated commencement time for collection in the area.
- 10.6. When a regularly scheduled day for collection falls on a Federal, Provincial or Civic holiday, the collection day may be modified to occur on an alternate day as designated by the Manager.

11. HOUSEHOLD SPECIAL WASTE

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

12. ILLEGAL DUMPING/LITTER

- 12.1. No owner or occupier of property in the Municipality shall permit the accumulation of solid waste in or around the property to the extent that it is likely to become a nuisance or hazard to the public health.
- 12.2. Owners and occupants are responsible to provide for the lawful collection and disposal of all solid waste that is not subject to municipal collection.
- 12.3. No person shall place waste for curbside collection on a property other than a property owned and occupied by such person or in respect of which the person has obtained the consent of the owner or occupier for that purpose.
- 12.4. No person shall dump, abandon or dispose of waste-resources at any public or private place unless that place is duly licensed to receive and dispose of the particular category of waste-resources.
- 12.5. No person shall dispose of or cause the disposal of the following materials at any licensed solid waste-resource management facility, or deposit any such materials in a storage area, storage container or collection container, intended for residual waste disposal in an incinerator or landfill nearby, namely:
 - a. material banned from disposal by provincial regulations:

materials banned from disposal by provincial regulation are those materials listed in Schedule B of the Solid Waste Resource Management Regulations as amended from time to time.

- 12.6. No person shall dump, dispose of or abandon at or near a Waste-Resource Management Centre or any other facility licensed to receive any category of waste-resources when the Facility is not open or when the operator or staff of the facility refuses to accept waste – resources at that time or from that person.
- 12.7. Depositing solid waste materials contrary to the above, where the quantity, volume, weight, nature, kind or character of the solid waste or the location of the deposit, in the opinion of the Solid Waste Manager, causes injury, damage, hazard or potential hazard to persons, property or the environment or requires removal by vehicle transport or environmental clean-up and / or remediation to restore the site to reasonable condition, constitutes “Illegal Dumping” under this By-Law.
- 12.8. No person shall illegal dump or cause or allow illegal dumping.
- 12.9. Each day that illegal dumping materials remain shall constitute a separate offense under this By-law.

13. INDUSTRIAL, COMMERCIAL, INSTITUTIONAL WASTE

- 13.1. The property owner, agent of an owner of an Industrial, Commercial, or Institutional Business shall provide sufficient and adequate, containers for any waste that may accumulate from time to time in or from the business.
- 13.2. The property owner or agent of an owner of an Industrial, Commercial, or Institutional Business shall maintain a Waste Management plan. This plan must identify the solid waste generated and the method for storing, recycling and disposing of the solid waste generated by the business. This plan must also include a litter management section. This plan must comply with the provisions of the Provincial Solid Waste Resource Regulations and this by-law. This plan must be provided to the manager within 1 business day following a verbal and/or written request.
- 13.3. The property owner or agent of an owner of an Industrial, Commercial, or Institutional Business which generate waste shall, either personally or by employees, contractors or agents, and in compliance with all applicable Federal, Provincial and Municipal laws, remove and dispose or recycle such waste in accordance with the waste management plan of section 14.2
- 13.4. No owner or agent of an owner of an Industrial, Commercial, or Institutional Business shall permit the accumulation of waste in or around a premises to the extent that it is likely to become a nuisance or is likely to endanger the public health.

- 13.5. The property owner or agent of a food service business offering a drive-thru service shall provide sufficient and adequate containers for any waste generated as a result of the said service.
- 13.6. The placement of containers required in section 13.5 shall be in such a manner as to provide access to those customers utilizing the drive-thru lane.
- 13.7. The person or agent of a person who organizes or is responsible for a public event held in open spaces or in temporary shelters shall maintain a written litter management plan which complies with the provisions of the Provincial Solid Waste Resource Regulations Section III – Litter Abatement.

14. CONSTRUCTION AND DEMOLITION WASTE

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

15. COMMERCIAL CONTAINERS

15.1. The following provisions apply to commercial containers:

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

16. VEHICLES CARRYING WASTE

16.1 The following provisions apply to vehicles carrying waste materials:

- a. persons who collect, transport and dispose of waste materials, ICI waste, mixed waste, organic materials and recyclable materials shall do so in a sanitary manner; any fluid matter shall be transported in watertight containers having tight-fitting covers.
- b. persons who collect, transport and dispose of waste materials, ICI waste, mixed waste, organic materials and recyclable materials shall be responsible to ensure all wastes are delivered to approved waste management facilities and in compliance with the policies and procedures set out by the operators of the waste management facility, this bylaw and with provincial regulations.
- c. every vehicle used for the collection and transportation of waste materials, ICI waste, mixed waste, organic materials, and recyclable materials shall have a tailgate or other restraining device and shall be completely closed or equipped with a tarpaulin, and such tarpaulin shall be used to cover such waste materials, ICI waste, mixed waste, organic materials and/or recyclable materials while the same is being transported.
- d. all waste materials, ICI waste, mixed waste, organic materials and recyclable materials shall be transported in such a manner that materials shall not spill or scatter from the vehicle containing the same.
- e. the manager may inspect vehicles used for the collection or carriage of waste materials at all reasonable times to ensure compliance with this by-law.

16.2 Persons who collect and transport waste materials, ICI waste, mixed waste, organic materials and recyclable materials that have been placed for collection in accordance with Section 16 (1) at industrial, commercial or institutional premises or properties shall transport waste materials, ICI waste, mixed waste, organic materials and recyclable materials in a source separated condition and deliver the same material in a source-separated condition to the appropriate receiving facility in accordance with the Municipality's waste-resource management system. ICI waste contained in bags must be placed in clear, translucent in color bags.

17. PROHIBITIONS

17.1. No person shall:

- a. pick over, remove, disturb or otherwise interfere with any waste material that has been set out for municipal collection.

- b. remove, collect waste material placed for municipal collection.
- c. shall remove a container or organics collection cart placed at curbside.

17.2. The prohibitions in Section 17.1 do not apply to the person who placed the waste material for collection or to the Municipality, its contractors or authorized Municipal collection contractors.

18. WASTE DISPOSAL FEE STRUCTURE

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

19. VEHICLE REGISTRATION

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

- c. each hauler and hauler's vehicle using the Municipality's waste management facilities which have been granted credit privileges and must present the assigned and/or issued identification to the scale operator upon entering the facility. The hauler to whom the assigned and/or issued identification is registered to will be invoiced for all materials delivered under his/her identification.

20. FEE PAYMENT:

20.1. The following applies to the payment of fees:

- a. at Cape Breton Regional Municipality waste management facilities haulers will be required to obtain credit privileges. Haulers who transport acceptable material to a facility operated by the Municipality, its contractors or its agents will be required to pay upon invoice in accordance with sections (i) to (iii) below:
 - i. where only one scale is in operation and the tare has not been predetermined, the vehicle will be weighed upon entering the facility and again upon leaving. The hauler will pay the fee upon invoice in accordance with the fee structure prescribed in schedule 1.
 - ii. where both inbound and outbound scales are in operation, the vehicle will be weighed upon entering the facility and again upon leaving. The hauler will pay the fee upon invoice in accordance with the fee structure prescribed in schedule 1.
 - iii. where both scales are not functioning the hauler will be charged according to the fee prescribed in **Appendix A, Schedule 1.**

20.2 The following provisions apply to haulers who have been granted credit privileges at any waste management facility operated by the Municipality, its contractors or its agents:

- a. haulers granted credit privileges will receive a monthly Statement of Accounts and payment is due within thirty (30) days of the end of the statement month.
- b. where an account for material disposal fees remains unpaid for more than thirty (30) days, a notice of non-payment will be sent by the Municipality. The Municipality may advise that if payment is not received within a specified period of time after mailing of such notice, the hauler shall be refused admittance to all facilities and/or credit privileges withdrawn until

such time as the outstanding amounts, interest and service charges are paid. Scale operators will be notified of all haulers on refused admittance status or credit privileges withdrawn status and will be instructed to deny access to the facilities as applicable. The Municipality may require the posting of a performance bond or any other security acceptable to the Municipality in the event that accounts continue from time to time to be unpaid.

21. DUTY TO NAME PERSON RESPONSIBLE

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

22. PENALTIES

- 22.1 Any person who contravenes any provision of this by-Law shall be liable upon summary conviction for every such offense to a penalty of not less than six hundred and fifty dollars (650.00) and not exceeding fifty thousand dollars (\$50,000) or in default of payment, to imprisonment for a term not exceeding ninety days (90 days) and each day that the offence continues shall constitute a new offence.
- 22.2 A person who is alleged to have violated this By-Law and where the notice so provides, may pay a penalty in the amount of \$650.00 provided that said payment is made within a period of fourteen (14) days following the day on which the alleged violation was committed and where the said notice so provides for a voluntary payment, said payment shall be in full satisfaction, releasing and discharging all penalties and imprisonments incurred by the person for said violation.

Solid Waste Resource Management By-Law

- 22.3 In addition to any fine or imprisonment imposed pursuant to subsection 21.1, the court or judge may order the person convicted to pay all expenses incurred in correcting the contravention of the By-law or any damages associated with such contravention.
- 22.4 Where any person is in contravention of any provision of this By-law, the Manager may direct in writing that the contravention be remedied by that person in the manner and within the time specified in the written direction.

21 REPEAL

- 21.1 The following are hereby repealed:

Cape Breton Regional Municipality Garbage Collection By-Law.

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

Publication Date: July 12, 2003

Amendments:

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

June 20, 2006 (published June 27, 2006)

MAYOR CECIL P. CLARKE

MUNICIPAL CLERK
DEBORAH CAMPBELL RYAN

Appendix A:

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

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

Solid Waste Resource Management By-Law

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

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



Cape Breton Regional Municipality

**Solid Waste Resource Management
By-Law
Current Program Update &
Proposed Changes**



Cape Breton Regional Municipality

The current Solid Waste Resource Management By-Law was last amended June 2006. Many changes have occurred in the department since 2006 and need to be reflected in the By-Law.

The updating of the by-law will more accurately reflect the current operations of the Solid Waste Department. As well, litter and illegal dumping definitions and infractions have been more clearly identified.

Pursuant to part XIII of the Municipal Government Act of Nova Scotia, council of the Cape Breton Regional Municipality has the authority to make by-laws respecting solid waste. (MGA)



Cape Breton Regional Municipality

Changes being proposed do not overlap with any existing bylaws

There are references to Provincial regulations (Solid Waste-Resource Regulations)

References to CBRM Subdivision Bylaw

No required changes to the current operating budget

Enforcement will be carried out by CBRPS officer assigned to the solid waste department

Today constitutes the 1st reading 2nd reading can proceed 14 days after 1st reading



Cape Breton Regional Municipality

Solid Waste Resource Management By-Law Definition's Updated



Cape Breton Regional Municipality

Private Road Definition All Roads

Section 2. Definitions 2.1 In this By-law the following words and phrases shall have the following meanings: (ii): private road is a road as defined by the **Subdivision By-Law of CBRM**.

Section 2. Definitions 2.1 In this By-law the following words and phrases shall have the following meanings: (qq): unlisted bungalow road is an unlisted bungalow road as defined by the **Subdivision By-law of CBRM**.

Section 2. Definitions 2.1 In this By-law the following words and phrases shall have the following meanings: (rr): unlisted road is an unlisted road as defined by the **Subdivision By-law of CBRM**.

Clear Garbage Bags

Section 8. Regulation Containers For Municipal Collection 8.2 Only containers which meet the following specifications and requirements shall be utilized for the purposes of municipal collection. (a) Plastic Bag Specifications Mixed Waste: Clear Garbage Bags (iv): bag must be clear, translucent in color when placing more than one (1) bag of garbage curbside. The one dark bag used curbside can be dark, colored or tinted. The bag must not be yellow, red, orange or tinted. The bag must not be yellow, red, orange or transparent blue in color for mixed waste.



Cape Breton Regional Municipality

Condominium

Section 2 Definitions 2.1 In this By-law the following words and phrases shall have the following meanings (i): **condominium means the division of land and buildings intended to be used as condominium in Nova Scotia and is registered under the Condominium Act, revised statutes of Nova Scotia, 1989 Chapter 85.**

Section 6 Eligible Premises 6.1 (e) condominium buildings

Construction and Demolition Definition

Section 2 Definitions 2.1 In this By-law the following words and phrases shall have the following meanings (j): construction and demolition waste means materials generated as a result of construction, demolition or renovation activities. **This includes materials normally used in the construction of buildings, structures, roadways, walls and other landscaping material such as asphalt, brick, mortar, concrete, drywall, plaster, cellulose, fiberglass fibers, lumber, wood, asphalt shingles and metals.**

Household Special Waste (HSW)

Section 2 Definitions 2.1 In this By-law the following words and phrases shall have the following meanings (r): **household special waste or HSW means waste-resource materials of a potentially hazardous nature generated in households including, but not restricted to solvents, glues, cleaner's, paints and finishes, asphalt sealers, kerosene, pesticides, lawn and garden chemicals poisons, propane tanks, roofing tar, pool chemicals, batteries, etc. For the purpose of this by-law, household special waste does not include PCB's, radioactive materials, explosives, fireworks, pathological wastes, ammunition, oil, gas, or oil/gas mixes.**



Cape Breton Regional Municipality

Green cart definition	Section 2 Definitions 2.1 In this By-law the following words and phrases shall have the following meaning (p): green cart means an aerated cart supplied to eligible premises by the Municipality for the collection of organic materials.
Mini bin definition	Section 2 Definitions 2.1 In this By-law the following words and phrases shall have the following meaning (y): mini bin means a small container supplied to eligible premises by the Municipality for the collection of organic materials. The mini bin is intended for household use only, not curbside use.
Organic waste regulation Containers	Section 2 Definitions 2.1 In this By-law the following words and phrases shall have the following meaning (gg): organic materials regulation container means a cart or other container as specified in Section 8 for the collection of organic materials.
Residential food waste definition	Section 2 Definitions 2.1 In this By-law the following words and phrases shall have the following meaning (ll): residential food waste means fruit and vegetable peelings, table scraps, bread, grain, rice, pasta, egg shells, coffee grounds and filters, tea leaves and tea bags or other similar items suitable for disposal in a green cart



Cape Breton Regional Municipality

Solid Waste Resource Management By-Law Amendments to Reflect Current Program



Cape Breton Regional Municipality

Eligible Premises	6. Eligible Premises 6.1 Eligible premises include the following:
	a. single family dwellings including mobile homes.
	b. multi-unit residential dwellings that constitute a unit in a duplex, row house or townhouse where every unit has street or road frontage.
	c. multi-unit apartment buildings to a maximum of six (6) units. (limited to 5 bags per unit to a total of 30 bags)
	d. fire halls
	e. Condominium buildings
	6. Eligible Premises 6.2 Owners and occupants of properties not defined herein as eligible premises shall not place any waste materials at the curbside of such properties for municipal collection.
Clarification of Six (6) Unit Cut Off	Section 6 Eligible Premises 6.1 Eligible premises include the following (c): multi unit apartment buildings to a maximum of six (6) units. (Limited to 5 bags per unit to a total of 30 bags)
	Section 7 Collectible Material Preparation & Restrictions 7.1 No material shall be placed out or caused to be placed out for municipal curbside collection by any person except in accordance with the following (a): for eligible premises as outlined in section 6.1 of this bylaw a maximum of five (5) mixed waste regulation containers.



Cape Breton Regional Municipality

Clear Bag Regulation Bags for Municipal Collection	8. Regulation Containers for Municipal Collection 8.2 Only containers which meet the following specifications and requirements shall be utilized for the purposes of municipal collection.
	a. Plastic Bag Specifications Mixed Waste: Clear Garbage Bags
	i. bags must be watertight and securely tied with an overall length of between 0.5 meters and 1 meter when empty.
	ii. bag weight not to exceed 12 kilograms including contents.
	iii. bags must have a thickness sufficient to prevent breakage, tearing or splitting upon collection.
	iv. bags must be clear, translucent in color when placing more than one (1) bag of garbage curbside. The one dark bag used curbside can be dark, colored or tinted. The bag must not be yellow, red, orange or transparent blue in color for mixed waste.



Cape Breton Regional Municipality

Blue Bag Regulation Bags for Municipal Collection

Section 8 Regulation Containers for Municipal Collection 8.2 Only containers which meet the following specifications and requirements shall be utilized for the purposes of municipal collection (e): **Plastic Bag Specifications Blue Bags: Blue Transparent Plastic Bags (iii):** all materials must be securely contained so as to prevent material from escaping into the environment.

Section 8 Regulation Containers for Municipal Collection 8.2 Only containers which meet the following specifications and requirements shall be utilized for the purposes of municipal collection (e): **Plastic Bag Specifications Blue Bags: Blue Transparent Plastic Bags (v):** the weight of each blue bag, including contents, placed for blue bag collection must not exceed 12 kilograms.



Cape Breton Regional Municipality

Blue Bag Regulation Containers for Municipal Collection

Section 8 Regulation Containers for Municipal Collection 8.2 Only containers which meet the following specifications and requirements shall be utilized for the purposes of municipal collection (f) **Storage Containers: Roadside Boxes Blue Bags (i) outdoor,** roadside boxes or bins are acceptable for storing fiber and container recyclable materials provided they meet the following specifications:

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



Cape Breton Regional Municipality

Green cart and mini kitchen bin organic waste regulation Containers	Section 8. Regulation Containers for Municipal Collection Section 8.2 Only containers which meet the following specifications and requirements shall be utilized for the purpose of municipal collection. (d) Organic Materials Green Carts and Mini Bins (i) where the Municipality establishes a separate collection for organic materials, the following organic materials regulation containers shall be used: 1. eligible premises that receive curbside collection will be delivered and assigned one green cart and one mini bin by the Municipality. The Municipality will establish the number of cart(s) and mini bin(s) assigned to types of eligible premises. 2. green cart(s) and mini bin(s) assigned to eligible premises are to remain with the eligible premises. 3. owners or occupants of eligible premises are responsible for the care and cleaning of each green cart and mini bin which have been assigned to their eligible premises. 4. repair to damaged green cart(s) or replacement of green cart(s) or mini bin(s) assigned to eligible premises due to misuse, alterations or abuse involving the owner or occupant of the eligible premises shall be the responsibility of the owner or occupant of the eligible premises to which the cart(s) or mini bin(s) is assigned. 5. Owners or occupants of eligible premises shall make the green cart(s) assigned to eligible premises available to the Municipality or its contractors or agents within reasonable time frame upon request for inspection or repair purposes or for identification of the serial number.
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Cape Breton Regional Municipality

Green cart and mini kitchen bin organic waste regulation Containers	Section 9 Placement of Materials 9.4: Green carts must be placed at the curb in an upright position with the lid closed and the front of the green cart facing the street, road or highway.
Green cart and mini kitchen bin organic waste regulation Containers	Section 5. The Public 5.1 (b): provide separate containers for mixed waste, organic waste and for recyclable waste. Section 7. Collectible Material 7.1 (e) where the Municipality establishes a separate municipal curbside collection of organic materials, the following conditions and restrictions shall apply to all such collections: i. A maximum of one (1) green cart may be placed for curbside collection.



Cape Breton Regional Municipality

Solid Waste Resource Management By-Law New Additions



Cape Breton Regional Municipality

Illegal Dumping and Littering

Section 12. Illegal Dumping and Litter

12.1 No owner or occupier of property in the Municipality shall permit the accumulation of solid waste in or around the property to the extent that it is likely to become a nuisance or hazard to the public health.

12.2 Owners and occupants are responsible to provide for the lawful collection and disposal of all solid waste that is not subject to municipal collection.

12.3 No person shall place waste for curbside collection on a property other than a property owned and occupied by such person or in respect of which the person has obtained the consent of the owner or occupier for that purpose.

12.4 No person shall dump, abandon or dispose of waste-resources at any public or private place unless that place is duly licensed to receive and dispose of the particular category of waste-resources.

12.5 No person shall dispose of or cause the disposal of the following materials at any licensed solid waste-resource management facility or deposit any such materials in a storage area, storage container or collection container, intended for residual waste disposal in an incinerator or landfill nearby, namely:

a. Material banned from disposal by provincial regulations: materials banned from disposal by provincial regulation are those materials listed in Schedule B of the Solid Waste Resource Management Regulations as amended from time to time.



Cape Breton Regional Municipality

Illegal Dumping and Littering	12.6 No person shall dump, dispose of or abandon at or near a Waste-Resource Management Centre or any other facility licensed to receive any category of waste-resources when the Facility is not open or when the operator or staff of the facility refuses to accept waste-resources at that time or from that person.
	12.7 Depositing solid waste materials contrary to the above, where the quantity, volume, weight, nature and kind or character of the solid waste or the location of the deposit, in the opinion of the Solid Waste Manager, causes injury, damage, hazard or potential hazard to persons, property or the environment or requires removal by vehicle transport or environmental clean-up and/or remediation to restore the site to reasonable condition, constitutes "Illegal Dumping" under this By-Law.
	12.8 No person shall illegal dump or cause or allow illegal dumping.
	12.9 Each day that illegal dumping materials remain shall constitute a separate offense under this By-Law.



Cape Breton Regional Municipality

Litter Waste Management Plans	Section 13 Industrial, Commercial, Institutional Waste 13.2 : The property owner or agent of an owner of an Industrial, Commercial or Institutional Business shall maintain a Waste Management Plan. This plan must identify the solid waste generated and the method for storing, recycling and disposing of the solid waste generated by the business. This plan , must also include a litter management section. This plan must comply with the provisions of the Provincial Solid Waste Resource Regulations and this by-law. This plan must be provided to the manager within 1 business day following a verbal and/or written request.
Drive Thru Containers	Section 13 Industrial, Commercial, Institutional Waste 13.5 : The property owner or agent of a IC & I establishment offering a drive-thru service shall provide sufficient and adequate containers for any waste generated as a result of the said service.
	Section 13 Industrial, Commercial, Institutional Waste 13.6 : The placement of containers required in section 13.5 shall be in such a manner as to provide access to those customers utilizing the drive-thru lane.



Cape Breton Regional Municipality

User Regulations

Section 16. Vehicles Carrying Waste 16.2: Persons who collect and transport waste materials, ICI waste, mixed waste, organic materials and recyclable materials that have been placed for collection in accordance with Section 16 (1) at industrial, commercial or institutional premises or properties shall transport waste materials, ICI waste, mixed waste, organic materials and recyclable materials in a source separated condition and deliver the same material in a source separated condition to the appropriate receiving facility in accordance with the Municipality's waste-resource management system. ICI waste contained in bags must be placed in clear, translucent in color bags.



Cape Breton Regional Municipality

Tipping Fees as Appendix

Section 18. Waste Disposal Fee Structure 18. 1: The fees and charges for the depositing of materials by haulers and persons who transport waste materials acceptable for disposal at any waste management facility owned by the Municipality, its contractors or its agents as part of the Municipality's waste management system shall be as prescribed from time to time by motion of Council and shall appear in the By-law as Appendix A, Schedule 1.



Cape Breton Regional Municipality

Stringent Credit Requirements

Section 19. Vehicle Registration 19.1: Haulers using the Municipality's Waste Management Facilities shall comply with the registration requirements of the Municipality including vehicle registration for such haulers.

Section 19. Vehicle Registration 19.2: The following provisions apply to vehicle registration for hauler using the Municipality's Waste Management Facilities:

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



Cape Breton Regional Municipality

Penalties

Section 21. Duty to Name Person Responsible 21.1: When a person is identified as the owner of any materials dumped or deposited on a premises in violation of the by-law, the owner of the materials on the request of a peace officer shall, within forty-eight hours of the request, supply the peace officers with the name and address of the person(s) responsible for the illegal dumping of materials. When a materials owner, refuses, fails, neglects or is unable to supply the name and address of the person(s) responsible for the illegal dumping of materials within forty-eight hours after being requested, shall be liable for the infraction under section 12.0 of this by-law.

Section 21. Duty to Name Person Responsible 21.2: Where under this section of the by-law a motor vehicle is operating in violation of this by-law, the registered owner of the vehicle on request of any peace officer shall, within forty-eight hours of the request, supply the peace officer with the name and address of person in charge of the vehicle at the time of such violation. A motor vehicle registered owner, who refuses, fails, neglects or is unable to supply the name and address of the person(s) responsible for the infraction of the by-law within forty-eight hours after being requested, shall be liable for the infraction under section 19.0 of this by-law.



Cape Breton Regional Municipality

Penalties

Section 22. Penalties 22.1: Any person who contravenes any provision of this by-law shall be liable upon summary conviction for every such offense to a penalty of not less than 500 hundred dollars (\$500.00) and not exceeding fifty thousand dollars (\$50,000.00) or in default of payment, to imprisonment for a term not exceeding ninety days (90 days) and each day that the offence continues shall constitute a new offence

Section 22. Penalties 22.2: Any person who is alleged to have violated this by-law and where the notice so provides, may pay a penalty in the amount of 500 hundred dollars (\$500.00) provided that said payment is made within a period of fourteen (14) days following the day on which the alleged violation was committed and where the said notice so provides for a voluntary payment, said payment shall be in full satisfaction, releasing and discharging all penalties and imprisonments incurred by the person for said violation.

Redevelopment of Sydney Waterfront – Call for Expression of Interest:

Motion:

Moved by Councillor Coombes, seconded by Councillor McDougall, to approve the “Call for Expressions of Interest for the Redevelopment of Sydney Waterfront”, including the amendment to section 6.0 as presented.

Motion Carried.



CBRM

A Community of Communities

ISSUE PAPER

TO: Clerk's Office

FROM: John Phalen
Manager, Economic development and Major Projects

SUBJECT: Expression of Interest – Redevelopment of Sydney Waterfront

DATE: January 30, 2018

Background

The CBRM put a call out for Expressions of Interest for redevelopment of approximately 4 acres of vacant lands strategically located on the waterfront in Sydney. The area is located between the current Holiday Inn and the Joan Harris Cruise Pavilion. The lands that are subject to this expression of interest are shown on the attached map.

CBRM's vision for this site is described in the report the Sydney Harbourfront Conceptual Vision and Design which was prepared by Ekistics in March of 2014, and the proposed development should endeavour to address the design principals and the overall vision for the area as articulated in the report.

The submissions were to include a concept plan and a written description of the project, a phased plan approach and background information on the proponent and partners and coordination with development of the privately owned parcels adjacent to the municipally owned sites.

The proponent whose proposal is deemed to most fully address the vision and generate the greatest economic benefits will be requested to prepare a more detailed proposal for development of the site, including full costs, and possible funding mechanisms.

The Response to EOI

The process closed in mid-November and CBRM has received one proposal.

The proposal as submitted by Harbour Royal Development and its Partners has been reviewed by CBRM staff.

In our opinion it meets the criteria of the EOI. The proponent and team have extensive experience in projects of this nature and a proven track record on developments in the CBRM, and the proposal meets the criteria of the Ekistics vision.

Recommendation

It is the recommendation of staff that Harbour Royale Development Limited and partners to proceed and prepare a more detailed proposal for development of the site with the terms of this second stage review between the CBRM and the Developer to be negotiated. This second stage proposal will be brought to Council for approval.

Recommended Motion

Motion that Harbour Royal Development proceed with second stage development of Sydney Waterfront Lands identified in the expression of interest with the terms to be negotiated between CBRM and the developer. This proposal is to be brought to Council for approval.

Sincerely,

John Phalen
Manager, Economic Development and Major Projects.

Sydney Waterfront Development Concept



CBRM_E01-2017

Request for Expression of Interest
Redevelopment of Sydney Waterfront
Closing Date: 16 Nov 2017



*Harbour Royale
Development Ltd.*



Harbour Royale Development Limited

Sydney Waterfront Development Concept

Response to CBRM Request for Expression of Interest CBRM_EO1_ November 16th, 2017

1. Introduction

Harbour Royale Development Limited (HRDL) and its partners (detailed below) are pleased to respond to CBRM's Request for Expression of Interest. This document and the attached design sketches outline our vision for the development of the subject CBRM waterfront parcels within a larger project that incorporates the privately held and immediately adjacent lands. The result is an integrated and coordinated multi-use development that will maximize the existing value of CBRM land, attract new private sector investment (with associated tax revenues) and transform this important urban waterfront landscape into a modern, highly accessible people space that will redefine the Municipality's "downtown" experience.

The assumptions that underpin the development concept are further described below. We are confident in the overall concept and believe that the inherent design flexibility and potential for phased implementation will facilitate meeting the various business case requirements. We have paid close attention to the guidance provided in the various studies that have been commissioned by CBRM and the recommendations for future development on Sydney's waterfront. These and other best practice benchmarks related to "green" design will continue to guide the development group as the project advances into detailed design.

2. Reference Documents

Documents considered in the development of this proposal include:

- 'Sydney Harbourfront Conceptual Vision & Design', Ekistics Planning and Design, April 2014.
- 'Downtown Sydney Urban Core Plan' Ekistics Planning and Design, Final Report May 2017.
- 'Sydney Public Library Feasibility Study', Trifos Design, dmA and Breton Chartered Accountants, March 2016.
- 'Municipal Climate Change Action Plan for the Cape Breton Regional Municipality', CBCL, April 2014.

3. Development Vision

Our vision is to make the Sydney Waterfront a destination of choice, where people seamlessly work, play and live within an aesthetically beautiful, environmentally friendly and highly accessible landscape. The vision will be achieved by:

- integrating privately held lands that are adjacent to the CBRM waterfront parcels;
- improving connectivity to the existing boardwalk and ensuring that public waterfront access is maintained and encouraged;

- creating a diverse and interesting suite of experiential waterfront activities;
- being responsive to the key recommendations for intelligent urban waterfront renewal and design contained in the reference documents, and
- bringing together a highly regarded and experienced team of professionals with demonstrated track records in financing, facilities design, construction, project and operations management.

4. Development Group

Sydney based **Harbour Royal Development Limited** (HRDL) will lead the development group. HRDL has developed five Class 'A' Sydney office buildings with a combined total of over 200,000 square feet. HRDL owns a parcel within the area of the proposed development lands currently approved for a multi-story apartment complex.

Westmount Hotel Group (WHG) has ownership interests in over 500 hotels worldwide including many operated under the InterContinental Hotels Group with the Holiday Inn brand. In particular, WHG has an ownership interest in Sydney's existing waterfront Holiday Inn hotel immediately adjacent to the proposed development lands. (<http://www.whg.com/about.php>)

The Canderel Group (Canderel) is a leading national Montreal based development and management company principally focused on office and industrial properties, residential condominiums and retail spaces. Canderel's portfolio includes in excess of 30 million square feet, and it is currently involved in advancing Sydney's Novaport development. (<https://www.canderel.com/>)

Ambassatours Gray Line (Ambassatours), owns Halifax based 'Murphy's on the Water' and is Atlantic Canada's largest land and water sightseeing and charter bus company. Ambassatours brings extensive water based tour, sightseeing, retail and associated waterfront development and operating experience and is currently partnering with the Sydney Port Development Corporation to improve Sydney's cruise passenger offering. (<https://www.ambassatours.com>)

Trifos Design Consultants (Trifos) is the leading Sydney based architectural design company with a broad provincial portfolio that includes many significant Sydney based projects that include CBU Campus Expansion, Marine Atlantic Passenger Terminal, Joan Harris Cruise Pavilion, the RBC and TD Buildings. (www.trifos.com)

CBCL Limited (CBCL) is Atlantic Canada's leading employee owned multi-discipline engineering group with eight offices and 300 employees throughout the region including a large office in Sydney. In addition to a very active civil engineering practice which has involved them in the design and project management of large scale infrastructure development projects, CBCL has significant experience and familiarity with CBRM municipal infrastructure. (<http://www.cbcl.ca>)

5. Development Plan

"Urban waterfronts are highly specialized and desired for downtown developments usually including multi-unit residential, specialty class A office space, entertainment spaces, important civic spaces like conference centres, libraries or galleries, and experiential retailing like specialty clothing, restaurants and pubs." ('Downtown Sydney Urban Core Plan', Ekistics, Final Report May 2017, p.64)

5.1 Overview

There are three distinct components or development 'nodes' as depicted in the attached sketches and further described below. References to square footage and parking spaces are best current estimates.

North Development Node

- An outdoor civic plaza, with primary access point at Nepean Street and extending to the Dorchester Street pedestrian grand stair "bridge" and concrete beach, containing three structures and integrated parking space.
- Immediately adjacent to the waterfront/boardwalk and connected to the Dorchester Street bridge is a 40,000 square foot two story regional public library.
- Immediately adjacent to the Esplanade are two circa 80,000 square foot towers; one residential with 47 units and an office tower directly accessed by pedestrians from the Dorchester Street pedway.
- The three structures are built on top of shared parking space (depicted in the gray shaded area) sized for approximately 218 vehicles.

Center Development Node

This area is designed around the existing marina location and public harbour access. It will be the focal point for leisure based activity via a multi-level circa 18,000 square foot terraced structure that spills out onto a plaza and where ground level space is available for seasonal retail activity focused on tourists and cruise passengers. While the precise suite of activities will require further consideration, our experience tells us that the key to successfully engaging the public in this type of a setting is variety. Representative activities and associated facilities included in our vision are water tours and excursions, gift shop browsing, becoming a "destination point" for walkers or joggers on the boardwalk who would be drawn to a food kiosk, restaurant or brew pub, and a dedicated playground and/or splash zone to ensure that children are actively engaged.

The Dorchester pedestrian bridge and grand staircase invite people into this node and enable seamless pedestrian connectivity to the downtown. Strategically placed off ramps provide multiple points of egress designed to draw people into an interesting and active space. The harbour view is maintained at the prominent Dorchester/Esplanade downtown intersection.

South Development Node

This area has been designed around the relocation of the existing Sydney casino, integrated into an expansion of the immediately adjacent Holiday Inn. Pedestrian traffic enters via the Esplanade into a shared entrance that connects all three structures and provides a walk through to the integrated waterside deck and boardwalk. Summary details include:

- 22,600 square feet Casino floor
- New eight storey 96 room hotel expansion
- Common atrium that connects the casino, new hotel space and existing Holiday Inn

- Parking for 250 vehicles which access the car parkade from the Esplanade (service vehicles can access the casino and hotel via the north end entrance)

5.2 Phase 1 Project Components

5.2.1 Residential Unit

This part of the design has been informed by HRDL's existing Development Plan Approval for an apartment complex within the development area. It is believed that the current demand will support a 47-unit structure. The unit will be privately owned and financed. It is anticipated that this part of the development would proceed immediately on receipt of CBRM development plan approval.

5.2.2 Casino Relocation/Hotel Expansion

A new waterfront location would be attractive to Sydney's existing casino operator Great Canadian Gaming (GCG). Currently, GCG is a tenant of CBRM at the Center 200 location where parking can be challenging. It is not uncommon to locate gaming activities on urban waterfronts in areas serviced by pedestrian walkways and hotels, and the proximity to the Joan Harris cruise passenger terminal is potentially a positive feature.

In the event that GCG was prepared to move and the financial terms that would support financing the structure could be successfully negotiated, WHG is willing to entertain an expansion of its existing Holiday Inn space. The new facilities would be privately owned and financed. In order for this project to advance, CBRM would first need to engage GCG around the terms associated with its current lease.

5.2.3 Library

The constraints associated with the existing McConnell Library location are well researched, documented and understood. This area of Sydney's waterfront has been previously advanced as the appropriate location for the library, from both a geographical perspective (locating an iconic piece of public infrastructure in a highly visible, high pedestrian traffic and desirable waterfront location), and an emotional perspective (providing a symbolic focal point for community learning and engagement in a historically significant part of town). This would be a publicly owned and financed undertaking. If requested, the development group would endeavour to support CBRM's financing effort/requirements.

There appears to be a significant level of public support to source a new location for a public library. It is suggested that the vision embodied in this proposal would meet the key requirements identified in all of the above referenced reports.

5.2.4 Marine Activity Center

It is anticipated that the infrastructure to support this part of the development would span both development "phases". Ambassatours first year Harbour Hopper experience is encouraging, and the

intention is to re-offer in 2018. Consideration is actively underway with a view to expanding that offering and vessel complement to provide themed cruises and seasonal pop-up kiosk type activity. The outcome of these planning discussions would be incorporated into the Phase 1 development plan.

The objective is to build the brand over time to ensure the right-sizing and optimum design of the privately-owned activity center infrastructure. Ideas around theme parks for children would likely require some level of public sector funding support.

The importance of reserving the space and presenting a longer-term vision, notwithstanding a “soft” opening, cannot be overstated. The residents of CBRM will want to understand that this development is not just about infrastructure, but that a core principal is to create an activity based experience that is unique to waterside urban landscapes. It is suggested that successfully achieving the vision requires a thoughtful development strategy and an iterative planning process executed by a group with a proven track record.

5.3 Phase 2 Development

5.3.1 Commercial Tower

The proponent is currently seeking an anchor tenant for this structure, which would be required in order to finance its construction. The location, across from the existing Commerce Tower makes this a logical and attractive location for corporate, government and institutional tenants in what would be the premier Sydney commercial space. HRDL believes that the demand for this space is likely to materialize within a three to five year timeframe. It would be privately financed and owned.

5.3.2 Marine Activity Center

See the discussion under 5.1.4.

5.4 Parking

Adequate parking is key to all aspects of the development. Design features include:

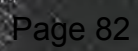
- Ensuring that what is proposed is minimally invasive, doesn't block views or present any blank walls to the Esplanade.
- The Casino/Hotel parking façade at the boardwalk level will contain a mural depicting Sydney's historic Harbourfront.
- The open parking (Esplanade level) of the Casino/Hotel parkade can also be used as a space for entertainment or other public events.
- The shared library/residential/office tower parking can be phased as required to accommodate sequential construction of the buildings.

The appropriate allocation of construction costs between the private investors and CBRM require further discussion.

6. Conclusions

The mixed-use development strategy contained in the proposal is consistent with the guidance provided in the Request for Expression of Interest and the reference documents. In particular:

- It incorporates development plans from the owners of adjacent land parcels in an integrated design;
- It protects critical view planes from the downtown core;
- The parking required to support the investment is integrated in a minimally obtrusive way;
- A solution to CBRM's current library requirement is met with a "legacy" piece of public sector infrastructure in a highly desirable location that should encourage investment partnerships among all levels of government;
- It will bring people to live downtown in a high end residential offering consistent with the quality of the location;
- The proposed enhancements to the boardwalk/infotainment offering and relocation of the casino will substantially enhance the attractiveness of Sydney as a cruise destination and directly respond to the low scores that Sydney's downtown receives from cruise customer satisfaction surveys;
- The development activity will provide substantial opportunity for local suppliers and contractors, and increase the municipal tax base.
- Critically, the cumulative effect of the design components will meet citizens' expectations for public access to and enjoyment of revitalized waterfront property, in part through a landmark piece of public infrastructure that will provide a unique and enduring focal point for public engagement.





1 PROPOSED AERIAL VIEW



SYDNEY WATERFRONT DEVELOPMENT
 ESPI AVENUE, SYDNEY, NSW
PROPOSED AERIAL VIEW
 November 11, 2017
 TDC No. 17-054

Harbour Royale
 Development Limited



SHEET
A5



1 EXISTING REFERENCE SITE PLAN
SCALE 1" = 50'

- CATCH BASIN
- MANHOLE
- WATER VALVE
- LIGHT POLE
- UTILITY POLE

IF NOTES ELEVATION ABOVE
ORDINARY HIGH WATER MARK (O.H.W.M.)

- 10' - 15'
- 15' - 20'
- 20' - 25'
- 25' - 30'
- 30' - 35'
- 35' - 40'
- 40' - 45'
- 45' - 50'
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SYDNEY WATERFRONT DEVELOPMENT ESPLANADE, SYDNEY N.S. EXISTING SITE PLAN November 11, 2017 TDC No. 17-364

Harbour Royale
Development Limited

SHEET
A0

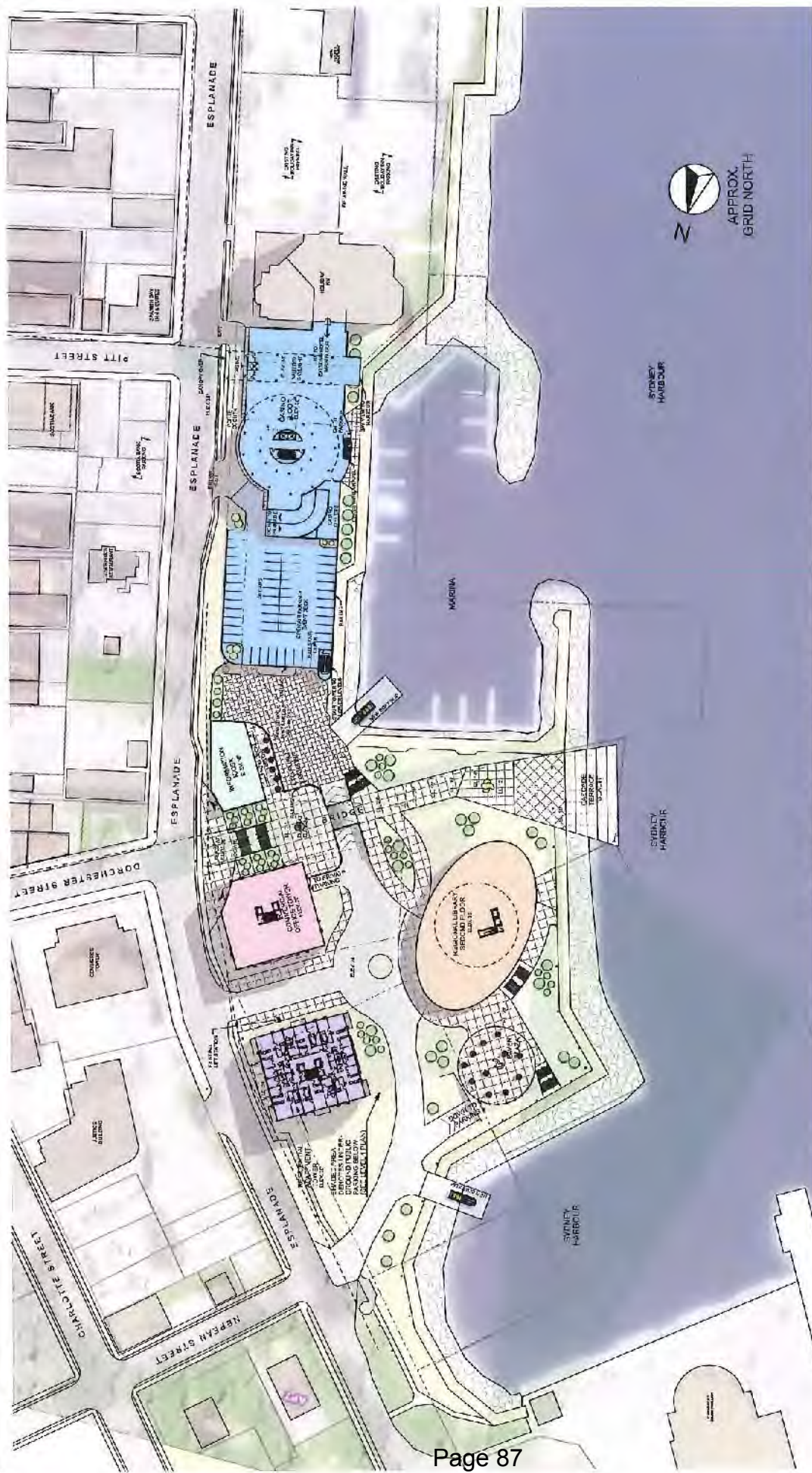


SYDNEY WATERFRONT DEVELOPMENT
 ESPLANADE, SYDNEY, N.S.W.
PROPOSED LEVEL 1 PLAN
 November 11, 2017
 TDC No. 17/354

- ☐ REGIONAL LIBRARY
- ☐ CASINO & HOTEL TOWER
- ☐ VIEW TOWERS TO BE MAINTAINED
- ☐ REGIONAL APARTMENT TOWER
- ☐ COMMERCIAL OFFICE TOWER
- ☐ MARINE INTERPRETIVE RECREATION CENTRE

Harbour Royale
Development Limited

SHEET A1



SYDNEY WATERFRONT DEVELOPMENT
 ESPLANADE, SYDNEY, NS
PROPOSED LEVEL 3 PLAN
 November 11, 2017
 TDC No. 17-054

- RESIDENTIAL APARTMENT TOWER
- REGIONAL LIBRARY
- CASINO & HOTEL TOWER
- COMMERCIAL OFFICE TOWER
- MARINE INTERPRETIVE RECREATION CENTRE
- VIEW PLANES TO BE MAINTAINED

Harbour Royale
 Development Limited



SHEET
A3

COMMERCIAL OFFICE TOWER

	Area
LEVEL 1 - PUBLIC PARKADE (ELEV. 12')	10,700 sq ft
LEVEL 2 - PRIVATE PARKING (24')	10,700 sq ft
LEVEL 3 - COMM. RENTABLE SPACE (36')	10,700 sq ft
LEVEL 4 - COMMERCIAL RENTABLE SPACE	10,700 sq ft
LEVEL 5 - COMMERCIAL RENTABLE SPACE	10,700 sq ft
LEVEL 6 - COMMERCIAL RENTABLE SPACE	10,700 sq ft
LEVEL 7 - COMMERCIAL RENTABLE SPACE	10,700 sq ft
LEVEL 8 - COMMERCIAL RENTABLE SPACE	10,700 sq ft
LEVEL 9 - COMMERCIAL RENTABLE SPACE	10,700 sq ft
TOTAL	85,600 sq ft

CASINO & HOTEL TOWER

LEVEL 1: CASINO & HOTEL PARKING (ELEV. 12')	51,600 sq ft
LEVEL 2: CASINO & HOTEL PARKING (24')	51,600 sq ft
LEVEL 3: CASINO & HOTEL PARKING (36')	29,000 sq ft
LEVEL 4: HOTEL GUEST ROOMS FLOOR 1 and CASINO FLOOR (36')	22,600 sq ft
LEVEL 5: HOTEL GUEST ROOMS FLOOR 2	11,300 sq ft
LEVEL 6: HOTEL GUEST ROOMS FLOOR 3	11,300 sq ft
LEVEL 7: HOTEL GUEST ROOMS FLOOR 4	11,300 sq ft
LEVEL 8: HOTEL GUEST ROOMS FLOOR 5	11,300 sq ft
LEVEL 9: HOTEL GUEST ROOMS FLOOR 6	11,300 sq ft
LEVEL 10: HOTEL GUEST ROOMS FLOOR 7	11,300 sq ft
LEVEL 11: HOTEL GUEST ROOMS FLOOR 8	11,300 sq ft

LEVEL 11: HOTEL GUEST ROOMS FLOOR 8

TOTAL	245,200 sq ft
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SYDNEY WATERFRONT DEVELOPMENT
ESPLA VADE, SYDNEY N.S.
PROPOSED HOTEL GUEST ROOMS LAYOUT
November 11, 2017
TDC No. 17-054

Public Participation Program Policy

Motion:

Moved by Councillor MacLeod, seconded by Deputy Mayor Eldon MacDonald, that a recommendation be made to Council to adopt the Public Participation Programs Policy, as outlined in the staff Issue Paper dated October 24th, 2017.

Motion Carried.



ISSUE PAPER

TO: General Committee of Council

FROM: Malcolm Gillis

SUBJECT: Public Participation Program policy

DATE: October 24th, 2017

The Municipal Government Act obliges municipalities to conduct a Public Participation Program before beginning the Public Hearing process to consider the adoption of, or an amendment to, a planning document. The Ombudsman's report on the Archibald's Wharf Municipal Planning Strategy amendment noted that CBRM does not have a generic Public Participation Program for all such amendments. For example, many of CBRM's Public Participation Programs include a public meeting in the neighbourhood or community affected. However, public meetings were not conducted during the last two Planning Strategy amendments. Instead we chose to ask for feedback by means of a Canada Post mail out and encouraged those notified to contact us by phone or e-mail.

We believe choosing a different approach to conduct a Public Participation Program is a Municipality's prerogative and the enabling legislation supports this position. A Regional Municipality the size of the CBRM has a diverse landscape and amendments can be very specific or affect entire neighbourhoods, communities or the entire CBRM. One Public Participation Program size does not fit all planning document amendment proposals. The Ombudsman respects this interpretation but suggested CBRM adopt a policy simply stating that the Public Participation Program adopted for each planning document amendment could be unique depending on the circumstances of that proposed amendment.

Recommendation:

Staff recommends Council adopt the attached Public Participation Program policy in response to the recommendation of the Ombudsman. We are confident it isn't legally necessary but it is a reasonable response to the Ombudsman's recommendation.

Submitted by:

ORIGINAL SIGNED BY

Malcolm Gillis
Planning and Development Department



CBRM

A Community of Communities

Cape Breton Regional Municipality

PUBLIC PARTICIPATION PROGRAMS POLICY

LEGISLATIVE AUTHORITY

1. This policy derives its authority from Section 204 of the *Municipal Government Act* of the Province of Nova Scotia

PURPOSE

2. The purpose is to provide ample opportunity for the public to actively participate in decisions concerning the adoption or amendment of a CBRM planning document as defined by the Municipal Government Act i.e. the adoption of a Municipal Planning Strategy or Subdivision Bylaw or any amendment to either of these planning documents.

EXCEPTION

3. This Policy does not apply to land use by-law amendments which do not also require an amendment to the Municipal Planning Strategy.

STATEMENTS OF POLICY

4. Due to the complexity and large scale of the landscape throughout the Cape Breton Regional Municipality, the possibility planning documents or their amendments could be initiated by CBRM staff or the general public, and the range of planning documents could be site specific or have an effect throughout a neighbourhood, a community or the entire Regional Municipality, it shall be a policy of Council to consider a wide range of acceptable formats for a public participation program dependant on the type of planning document under consideration for adoption.

APPLICATION AND PROCEDURE

5. The appropriate format for each Public Participation Program will be drafted by staff of the Planning and Development Department based on the specifics of the proposed amendment. Where applicable, staff will work with the local councillor, or councillors, when a proposed planning document will not be in effect throughout the Regional Municipality.
6. Acceptable formats of public participation programs include, but are not limited to the following:
 - a) Public Meeting
Notice of such public meeting shall be by one, or a combination of, the following:

- an advertisement in the local newspaper;
- notice mailed to surrounding land owners; or
- notice on the CBRM website or other social media.

Notice of the public meeting shall briefly describe the undertaking or proposed amendment, the time, date and place of the public meeting, as well as a source for obtaining background or additional information. The radius of mail notification will be determined by the Planning and Development Department based on the geography affected by the proposed planning document.

b) Open House

Notice of an open house shall be an advertisement in the local newspaper, notice mailed to surrounding land owners, or notice on the CBRM website and/or other social media. Notice of the open house shall briefly describe the undertaking or proposed amendment, the time, date and place of the open house, as well as a source for obtaining background or additional information. The radius of mail notification will be determined by the Planning and Development Department based on the geography affected by the proposed planning document.

c) Notification Requesting Input

Notice shall be mailed to land owners in the vicinity of the proposed development. The radius of this notification will be determined by the Planning and Development Department. The notice shall briefly describe the undertaking or proposed amendment, the deadline date for comments, how comments may be submitted, as well as a source for obtaining background or additional information.

d) Survey

Surveys should be considered when the jurisdiction of the proposed amendment is too large for public notification by mail.

7. The Planning and Development will present the result of the public participation program to the General Committee of Council and/or Council.

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

MAYOR

CLERK

THIS IS TO CERTIFY that the attached is a true and correct copy of the Policy of the Cape Breton Regional Municipality adopted by Regional Council during a meeting held on _____.

Deborah Campbell Ryan, CLERK

Smart Cities Challenge:

Motion:

Moved by Councillor McDougall, seconded by Councillor Coombes, that a recommendation be made to Council to endorse the Smart Cities Challenge initiative for Cape Breton Regional Municipality, and that the Mayor provide a letter of support on behalf of Council.

Motion Carried.

Mayor Clarke suggested that the report to Council could be updated to include additional elements as part of the Council endorsement.

It was **agreed** that prior to the Council meeting, Councillor McDougall may circulate, for Council input, draft criteria for the Expressions of Interest for members of the Roundtable who have experience in writing these types of applications.

To: Clerk's Office
From: Councilor Amanda McDougall
Date: September 27th, 2017
Re: Infrastructure Canada – Smart Cities Challenge

Council Colleagues and CBRM Staff;

While attending the Federation of Canadian Municipalities annual conference this past Spring, Prime Minister Justin Trudeau made mention of the Infrastructure Canada – Smart Cities Challenge in his welcoming speech. Given the focus we have been putting on developing our downtown cores across the municipality, this opportunity is very timely. This could be an opportunity for our Municipality to take some of the ideas developed through reports such as the Glace Bay and Area Revitalization Plan and Downtown Sydney Report and put them into action.

Please see below for excerpts from the Infrastructure Canada website for a brief overview of the program:

"A smart city uses technology and data to improve livability and opportunities for the city and its people. Smart cities have the potential to improve every aspect of community life – how people move around, how they live and play, how they earn a living, how they learn and are empowered to participate in society, how they interact with the natural environment, and how they create safe and secure public spaces."

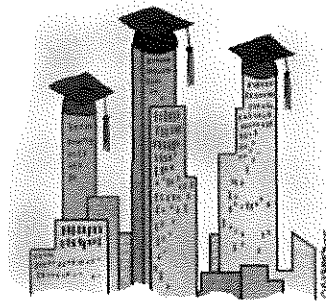
"Through the Smart Cities Challenge, the Government will work in collaboration with cities and communities that are ready to innovate and take risks – providing financial and in-kind support for their smart cities transformation. The Smart Cities Challenge will achieve measurable, positive impact in communities. It is a merit-based, pan-Canadian challenge, inviting cities of all sizes, as well as Indigenous communities, to participate."

"Three rounds are planned, with the first set to launch in Fall 2017. Details on this round and the timing of subsequent rounds will follow in the coming months."

My request is that Council and CBRM Staff review the above mentioned reports in detail, reach out to Infrastructure Canada for program criteria and outline of the application process, and develop an application for submission collectively.

Amanda McDougall – Councilor, District 8
Cape Breton Regional Municipality

“Smart City” – How do we become “Smart”?



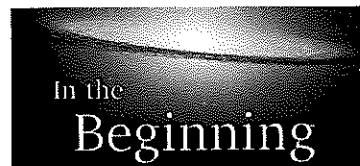
SMART CITY

**Cape Breton Regional Municipality
Department of Technology**



CBRM at Amalgamation in 1995

- ❖ CBRM in its inception, embraced use of technology
- ❖ Was the first municipality in Nova Scotia to have complete communication network linking all buildings to a single networking domain
- ❖ Most advanced Geographic Information System (GIS) in the Province - by far
- ❖ First to implement an enterprise wide financial system in the province (SAP)
- ❖ We were looked at provincially as the leaders in technological innovation

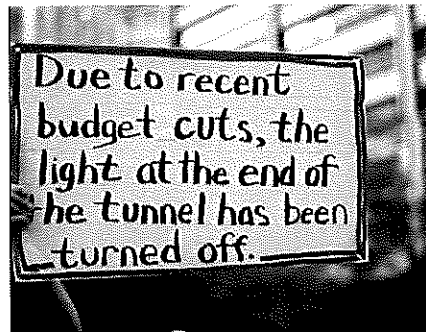


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Technology decline over the years

- ❖ Along with our population decline, our technology advantage began to decline
- ❖ Every department's budget felt the pressure of resource reductions including technology
- ❖ The ability to deliver technology support has become more and more challenging



Cape Breton Regional Municipality



Its not all bad

"We have done a pretty good job under our financial constraints"

- "live streaming" of council meetings including archiving
- Introduction of Social Media (Facebook twitter)
- Online booking for ice-time and ball fields
- GPS on busses, public works, and police vehicles
- Checking status of Building Permit Application online including requesting a building inspection
- Public WiFi on busses, Centre 200, and Civic Centre Plaza deck
- Who plows my road? & Who is my councillor?
- E-billing for Tax and Water
- E-voting
- online access to all bylaws and council/committee agendas and minutes with full searching capabilities
- SCADA systems for sewer/water
- Development of an Open Data Portal
- Publishing all surplus properties online
- Many municipalities still look to us

"In 2018 however, the residents are looking for more than "Wi-Fi" on busses; they are looking for a more sustainable use of resources and improved citizen engagement. The CBRM needs to take advantage of technology to derive efficiencies and improve customer service."

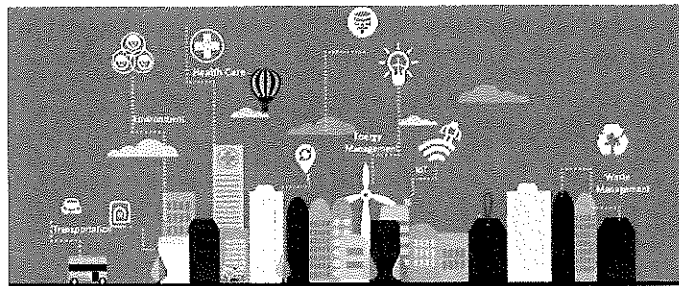
This is where "Smart Cities" comes into play

Cape Breton Regional Municipality



What is a “Smart City”?

A “Smart City” is a city that takes advantage of technology to improve the quality of life for its residents and businesses. They would include technologies that enable its citizens to better interact with the city and larger world, technologies to assist businesses and entrepreneurs, and technologies to make the city more efficient and nimble. **Any significant “Smart City” initiative requires community involvement to be successful.**

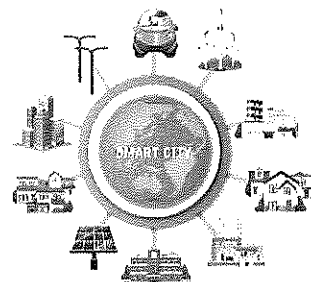


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Examples of Smart City Initiatives

- ❖ Nova Scotia Power online Outage Mapping
- ❖ Community wi-fi initiatives/Community Broadband
- ❖ Citizens Portal
- ❖ Where is my bus?
- ❖ digital payment on buses
- ❖ Intelligent Transportation System for traffic control
- ❖ “Smart” electronic water meters
- ❖ “Smart” building controls



Cape Breton Regional Municipality



What is the Smart Cities Challenge?

The Smart Cities Challenge is a competition open to all municipalities, local or regional governments, and Indigenous communities (First Nations, Inuit, and Métis) across Canada.

This Challenge will inspire communities across the country to define their future with the help of their residents through the use of a smart cities approach.

Winning communities will be awarded with prize money to help implement their smart cities proposals.



one prize of up to \$50 million open to all communities, regardless of population



two prizes of up to \$10 million open to all communities with populations under 50,000 people



one prize of up to \$5 million open to all communities with populations under 10,000 people

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What is the Smart Cities Approach?

A smart cities approach aims to achieve meaningful outcomes for residents by leveraging the fundamental benefits that data and connected technology have to offer:

- **Openness**

When communities make their data truly accessible, usable, and barrier-free, their decision-making processes become transparent, empowering citizens and strengthening the relationship between residents and public organizations.

- **Integration**

Data and connected technology empower communities to break down silos that exist within local governments and public organizations.

- **Transferability**

When tools and technological approaches are open-source, transparent, and standardized, they can be used by communities across the country, no matter their size or capacity.

- **Collaboration**

Connected technology enables communities to bring traditional and non-traditional partners together to collaborate.

Cape Breton Regional Municipality



Letting Communities Lead the Way

A smart city approach is one that delivers meaningful outcomes for community residents through the use of connected technology and data.

Each community will define its own "Challenge Statement," which can touch any aspect of community life so that residents:

**Feel safe
and secure**

**Earn a
good living**

**Move around
my community**

**Enjoy a healthy
environment**

**Be empowered and
included in society**

**Live an active
and healthy life**

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Example 1 – "Feel Safe and Secure"

Challenge Statement: The neighbourhood in our community with the highest crime rate will become safer than the national average.

Smart cities activities or projects:

- Establish enriched after-school programming for at-risk youth, providing them with access to technologies (digital design, 3D printing, coding) and opportunities to develop essential skills through gamification.
- Create an online platform for reporting and tracking incidents of crime that integrates resident input and city crime data.
- Install smart lighting and detection technology, integrated with first responder services, to address issues around safety and security.

Indicators of progress toward outcomes:

- Reduction in incidents reported in areas where smart lighting is installed
- Increase in attendance rates of after-school programming
- "Fear of crime" levels among residents reduced to below the national average
- Crime rate reduced to below the national average

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Example 2: “Move Around My Community”

Challenge Statement: Our community will ensure that every senior who is able to live independently at home is empowered to do so.

Smart cities activities or projects:

- Leverage geospatial and population data to better plan public transit stops close to those with greater need, and re-route traffic to create safe walking zones.
- Create a mobile app to help aging residents and their caregivers better coordinate transportation to and from different points of care and service.
- Offer wearable sensors for seniors connected to healthcare providers as a part of a pilot project to promote healthy lifestyles, encourage walking, and enable the continuous, real-time monitoring of activity levels.

Indicators of progress toward outcomes:

- Increase in mobile app usage rate
- Increase in adoption rate of wearables among seniors
- Reduction in average and maximum walking distance to transit
- Reduction in visits to emergency rooms by seniors
- Rate of seniors living independently increases by 25 percent

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STEP 1: APPLICATION

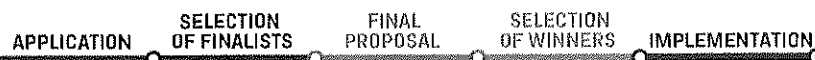
Engagement within the community: Applications are submitted by community leadership (e.g. municipality, regional government, Indigenous community) that works across diverse actors in the community to identify issues

Creation of “Challenge Statement”: A compelling, measurable goal that frames every Smart Cities Challenge application by describing the meaningful outcome or outcomes to be achieved through data and connected technology

Development of applications: Communities prepare their applications using the applicant guide and submit them through an online application form.

Applications are due on April 24, 2018.

Communicating with Infrastructure Canada (INFC): Communities contact INFC with questions about eligibility as they invest time and effort in preparing their applications



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STEP 2: SELECTION OF FINALISTS

Posting of online applications: Summaries of eligible applications are posted on the Challenge website; full applications are posted online to generate discussions at the community levels

Review by experts: Every application undergoes a review by experts from inside and outside government

Review by independent Jury: An independent Jury will review all applications and recommend up to 5 finalists per prize to the Minister of Infrastructure and Communities

Justification of Challenge Statement: The merit and justification of the Challenge Statement carries the largest weighting in the evaluation

Announcement of finalists in early summer 2018

Selection of up to 5 finalists per prize: Finalists who are selected receive a \$250,000 grant to develop a final proposal



Cape Breton Regional Municipality



STEP 3: FINAL PROPOSAL

Development of detailed plan and business case: Finalists submit fully-implementable plans that outline all design, planning and project management details

Development of milestones toward outcomes: Finalists establish milestones that lay out the plan for implementation and guide progress toward achieving their Challenge Statement

Establishing partnerships: Finalists establish project governance, formalize roles, and advance partnerships and contracts with the private sector and civil society groups

Submission of final proposals: Final proposals are due in Winter 2018



Cape Breton Regional Municipality



STEP 4: SELECTION OF WINNERS

Review by experts: Final proposals are reviewed by experts from inside and outside government and include detailed review of project feasibility

Assessment of readiness to implement: Final proposals are evaluated on project feasibility, strength of business case, and the clear links to proposed outcome or outcomes established in the Challenge Statement

Review by independent Jury: Jury reviews all final proposals and recommends winners to the Minister of Infrastructure and Communities

Selection of winners: Winners in each category receive a prize through outcomes-based contribution agreements with Infrastructure Canada

Announcement of winners in spring 2019



Cape Breton Regional Municipality



STEP 5: IMPLEMENTATION

Monitoring of progress: Infrastructure Canada works closely with winners to monitor progress towards established outcome or outcomes

Course Corrections: Approaches are adjusted to refocus progress towards achieving desired outcome or outcomes if necessary

Dissemination of lessons learned: Evidence is gathered from participant experiences and shared with Canadian communities

Implementation of projects over 2-5 year timelines



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Application Questions

Question 1:

Please provide the following information on your community.

- Name of community:
- Province/Territory:
- Population:
- Indigenous community: Yes/No

Question 2:

Please select a prize category.

- \$50 million (all population sizes)
- \$10 million (population under 500,000 residents)
- \$5 million (population under 30,000 residents)

Question 3:

Please define your Challenge Statement in a single sentence that guides your preliminary proposal. It should describe the outcome (or outcomes) you hope to achieve. (50 words max)

Cape Breton Regional Municipality



Question 4:

Please describe the outcome (or outcomes) your proposal seeks to achieve by elaborating on your Challenge Statement. (2,500 words max)

Question 5:

Please describe how your community residents have shaped your Challenge Statement. Describe your plans for continuing to engage and involve them in your final proposal going forward. (1,500 words max)

Question 6:

Please describe your preliminary proposal and its activities or projects. (2,000 words max)

Question 7:

Please describe the ways in which your preliminary proposal supports your community's medium and long-term goals, strategies, and plans. (500 words max)

Question 8:

Please describe your community's readiness and ability to successfully implement your proposal. (1,000 words max)

Question 9:

Describe your plan for using the \$250,000 grant, should you be selected as a finalist. Provide a high-level breakdown of spending categories and an accompanying rationale. (500 words max)

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Question 10:

Describe the partners that are or will be involved in your proposal. Where partners are not yet determined, describe the process for selecting them. (500 words max)

Question 11 (confidential annex):

Please provide, if and only if required, confidential third party information. Information provided in this section will be exempt from the requirement to be posted online. (500 words max)

Question 12:

Provide a 200-word summary of your preliminary proposal. You may also provide an image that represents your preliminary proposal.

Question 13:

Provide a link to the online location where you will post the full version of your application.

Question 14:

In accordance with your governance structure, provide evidence of the commitment to your preliminary proposal from your community's leadership. This can be a letter of support with signatures from your mayor(s), chief(s), or equivalent or a council resolution, a band council resolution, etc.

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**Question 15:**

Please identify the point of contact for the application.

- Name:
- Title and affiliation:
- Phone number:
- Email address:

Question 16:

Read the Privacy Notification, Consent and Release form, and Communications Protocol and indicate your agreement.

Question 17:

Please provide the following information about your organization.

- 2017 full-time equivalents (FTEs):
 - Number of total FTEs
 - Percentage of total FTEs devoted to innovation
- 2017 operating and capital budgets:
 - Total operating budget
 - Percentage of total operating budget devoted to innovation
 - Total capital budget
 - Percentage of total capital budget devoted to innovation

Cape Breton Regional Municipality



Question 18:

Please select the focus area of your preliminary proposal.

If your preliminary proposal seeks to achieve outcomes that span more than one area, you may choose up to two.

Question 19:

Select all the community system/service areas expected to be implicated in your preliminary proposal.

There is no limit to the number of community systems/service areas you may select.

Question 20:

Select all the technologies expected to be implicated in your preliminary proposal.

There is no limit to the number of technologies you may select.

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Summary and Key Points



Community leadership is key. Bringing residents together to engage on issues that are rooted in the community



Solutions are driven by achieving meaningful outcomes, by leveraging smart use of technology solutions, not just pushing technology

Cape Breton Regional Municipality



Where do we go from here?

- ❖ Engage, engage, engage with the community
- ❖ Creation of a "Smart City" Round Table with representatives from the community to help us develop that "Challenge Statement" including representation from IT community, business community, academia, First Nations, social organizations, health, education, and others (CBRM has started the creation of a "Smart City Round Table" prior to November flood)
- ❖ Have Round Table look at identifying potential "low hanging fruit" to move forward Smart City initiatives
- ❖ Report back to Council on progress and initiatives

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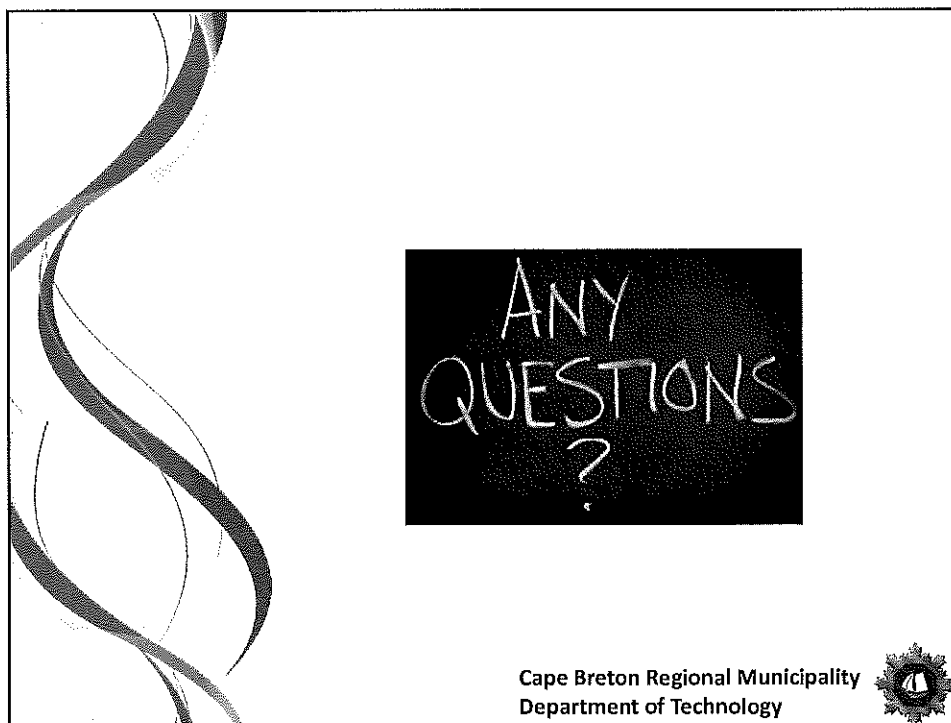


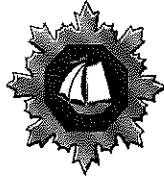
Final Thoughts

- ❖ Community Engagement - The key message in all the research is that community engagement is critical
- ❖ We can't lose by going forward - Though it would be fantastic if we won the challenge, it is important to recognize that acknowledging this is the direction the municipality needs to move in and implementing "smart" solutions for the residents is the most important outcome of becoming a "Smart City" – winning is icing on the cake
- ❖ Don't want to be pushing technology, needs to be community driven - We don't want focus only the potential branding of the CBRM as a "Smart City" without a true organizational shift in mindset. These initiative have failed in the past. It requires investment and significant community collaboration
- ❖ Should not have budget implications – believe it application can be completed within existing budgets

Cape Breton Regional Municipality







Issue Paper

DATE: January 15th, 2018

TO: Council

FROM: John MacKinnon, P.Eng.

RE: **Expression of Interest of Service on Smart City Round Table**

Background

The CBRM is looking at responding to the Government of Canada's Smart Cities Challenge and is suggesting the creation of a "Smart City" Round Table to assist in developing the response and engage with the public. Council requested the drafting of an Expression of Interest for interested persons to service on the Round Table.

The Smart Cities Challenge is a pan-Canadian competition open to communities of all sizes, including municipalities, regional governments and Indigenous communities. The Challenge encourages communities to adopt a smart cities approach to improve the lives of their residents through innovation, data and connected technology.

Recommendation

It is recommended that Council endorse the Expression of Interest (attached) to serve on the CBRM Smart City Round Table to be published in local media and responses be vetted by administration for admission to the Round Table.

Suggested Motion

CBRM Council endorses the attached expression of Interest to serve on the CBRM Smart City Round Table.

Respectfully submitted by:

John MacKinnon, P.Eng, Director of Technology

Expression of interest to serve on CBRM Smart City Round Table

The Cape Breton Regional Municipality (CBRM) is seeking volunteers to sit on the CBRM Smart City Round table to assist in development of a submission for the Government of Canada Smart Cities Challenge and provide long term feedback to the CBRM in areas where technology can better the lives of residents of the municipality.

The Smart Cities Challenge is a Pan-Canadian competition open to communities of all sizes, including municipalities, regional governments and Indigenous communities. The Challenge encourages communities to adopt a smart cities approach to improve the lives of their residents through innovation, data and connected technology.

SEEKING APPLICANTS WITH EXPERIENCE IN:

Financial

Budgeting
Accounting
Project Management

Writing

Grant Writing
Research
Data Collection

Technical

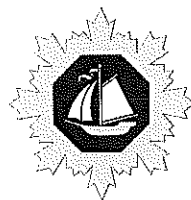
IT Community
Programming
Design/Architecture

Community

Academic/Education
Community Leaders
Social Innovation
Business Community

Please send submissions along with resume/credentials and reason for wishing to serve on the committee to:
smartcity@cbrm.ns.ca

Closing date for applications: **February 16, 2018 at 4pm**



CAPE BRETON
REGIONAL MUNICIPALITY

Smart Cities
Challenge





SHAPING OUR FUTURE IN THE CAPE BRETON REGIONAL MUNICIPALITY

A Reorganization Plan for Positive Change

Approved by Mayor and Council, November 26, 2012

THE CBRM CHARTER ACT

It is vitally important that the CBRM respond directly to our own challenges and opportunities in a timely and flexible way. A Charter Act will allow us to function more effectively and efficiently by giving us the tools that we need, legislatively and financially, to address economic shifts and to take full advantage of opportunities as they arise.

The CBRM faces challenges with declining population and double-digit unemployment, yet it is the second largest municipal government in Nova Scotia. A Charter will allow us to address the public works, planning, economic development and needs of our urban and rural communities. In short, a Charter will allow us to once again be the economic engine of Eastern Nova Scotia.

Immediate Action:

Strike a motion to pursue a Charter Act for the CBRM - a positive and progressive path forward that will build on the Municipal Government Act, and give Council legally binding control.

Short-term Action:

Establish a working committee to draft legislation for presentation to the House of Assembly in 2013-2014.

Long-term Action:

Upon Royal Assent and Proclamation, establish a legislative and regulatory committee to address needed amendments to the CBRM Charter Act.

Harbor Port Development Partners Exclusivity Agreement Extension:

Motion:

Moved by Councillor MacLeod; seconded by Councillor George MacDonald to approve the following recommendations as presented:

- THAT HPDP's previously granted exclusivity rights be extended for an additional five year period commencing on the date of this Motion.
- THAT it is a condition of the agreement with Ports America that, in accordance with international standards, the financial return of CBRM be based upon its tax revenues as well as a market return on the Project lands.
- THAT the Administration be authorized to enter into on behalf of CBRM an extension and amendment agreement leading to a final definitive agreement to effect the foregoing and that this final definitive agreement be subject to Council approval
- THAT the CBRM continue to pursue a Municipal Charter, or other enabling accommodations, with the Province that outlines the needs listed above.

Motion to Postpone:

Moved by Councillor MacMullin; seconded by Councillor Coombes to postpone the question until a time that Council can obtain independent legal advice required to make an educated and informed decision in the best interests of CBRM.

Discussion Continued - December 19th, 2016

Mayor Clarke resumed the debate on the motion to postpone, with a recap of Council speaking times on the motions from the December 15th meeting.

The following issues were raised during discussion:

- Financial Implications of this motion and potential risk to CBRM;
- Royalties;
- Getting the best deal for CBRM;
- Flawed process;
- The Definitive Agreement must come back to Council for approval

The Mayor called for the vote on the motion to postpone.

Motion to Postpone Defeated.

Discussion of the Main Motion:

A question was raised by a number of Councillors that by approving this motion, is the Municipality obligated to sell the land for \$10 million or provide the 99 year lease.

Solicitor Gogan clarified for Council that there is no obligation to sell or lease the land until a final agreement has been reached with Council.

The Mayor called for the vote on the main motion.

Main Motion Carried.



CAPE BRETON REGIONAL MUNICIPALITY
OFFICE of the MAYOR

January 6, 2017

Honourable Michel P. Samson
Minister and Government House Leader
c/o Department of Energy
Joseph Howe Building
1690 Hollis Street, PO Box 2664
Halifax, NS B3J 3J9
Email: energyminister@novascotia.ca

Dear Minister Samson:

Thank you for your ongoing engagement and commitment to facilitate the government and legislative processes to achieve a Charter for the Cape Breton Regional Municipality. The Premier's commitment to advance the process is appreciated.

Attached is the two-page backgrounder that officials have drafted for consideration as the CBRM's request for an initial Charter specifically for economic and port development. A CBRM Charter would be focused on legislation with regulation and related authority for Cabinet and Ministerial oversight, reporting and accountability. The CBRM is seeking municipal powers for finance and taxation as well as for lease and land sales (including the authority to provide a 99-year lease on municipally-owned land). In addition, I am enclosing a one-page summary to highlight our rationale, along with broad categories that could be included.

The creation of legislation for a CBRM Charter strengthens the working relationship between our governments on the *Municipal Government Act* Review, the signing of a UNSM/Department of Municipal Affairs Partnership Framework, an all-party working group on the CAP, review of policing in Nova Scotia and infrastructure agreements.

January 6, 2017

I would welcome the opportunity to meet with you and our respective officials to plan next steps leading to draft legislation from you for consultation. Please be assured of the CBRM's priority to work through your office as Government House Leader, the Department of Municipal Affairs, and the Legislative Counsel Office.

In closing, I would like to thank you for so quickly acting on the Premier's response to a Charter request along with the collaboration and cooperation of Ministers Churchill and MacLellan to advance this request for the next sitting of the Legislature.

Kind personal regards,

ORIGINAL SIGNED BY

Cecil P. Clarke

CPC/td
Encs. - 2

cc: Honourable Stephen McNeil, Premier
Honourable Geoff MacLellan, Minister, TIR
Honourable Zack Churchill, Minister, OMA
Deputy Minister Kellann Dean, DMA
Ms. Shannon Bennett, OMA
Mr. Michael Merritt, CAO, CBRM
Ms. Marie Walsh, CFO, CBRM

Sydney Charter 2016

Preamble:

The Sydney Charter is to give legislative authority to the Cape Breton Regional Municipality (CBRM) to adopt municipal powers that recognize the municipality has a unique municipal government within the Province of Nova Scotia. The CBRM is currently governed under the Province's Municipal Government Act (MGA) and will continue to be so governed under this act with the exception of specific clauses that are contained in the Sydney Charter that give the CBRM specific powers to operate as an autonomous level of government. The CBRM:

- Is the second largest municipality in Nova Scotia
- It is the second largest economic development entity
- It operates the Port of Sydney Development Corporation, The CBRM Water Utility and has its own Police Force
- The Municipality has budgetary responsibility for close to \$200 million through its operating and capital budgets and those of its enterprises.

The objectives of the charter is to allow for the CBRM

- To provide mechanisms to the CBRM to reduce red tape, to streamline processes and remove unnecessary bureaucratic duplication.
- To be provided authority to address economic development, taxation and fiscal matters that reflects the unique structure and capacity within the municipality.

Sydney Charter 2016

1. This act may be cited as the Cape Breton Regional Municipality Charter.
2. In this Act,
 - 1) "council" means the municipal council of the Cape Breton Regional Municipality;
 - 2) "municipality" means the Cape Breton Regional Municipality;
3. The Cape Breton Regional Municipality, as constituted upon the coming into force of this Act, is continued.
4. The provisions of the Municipal Government Act, S.N.S. 1998, c. 18, apply to the municipality except where inconsistent with this Act, in which case the provisions of this Act shall prevail.
5. The powers of the municipality under this Act shall be exercised by council.
6. The mayor and members of the council and the officers, by-laws, contracts, property, assets, and liabilities of the municipality when this Act comes into force, shall be the mayor and members of the council and the officers, by-laws, contracts, property assets and liabilities of the municipality as continued under this Act.

Leasing Provision

7. Notwithstanding s. 31(2)(d)(iii) of the Municipal Government Act, the chief administrative officer of the municipality may personally, or by an agent, negotiate and execute leases of real property owned by the municipality for terms of up to 99 years including renewals.

Tax Abatement and Concession

8. (1) A person may apply to the council for, and the council may, by a vote of 2/3 of the council members present and voting, grant an exemption, remission or deferment of taxes and interest on the taxes, either in whole or in part, for those periods of time that the council decides and the council may determine the evidence which it shall require to warrant that exemption, remission or deferment.
(2) The council may, by a vote of 2/3 of the council members present and voting, enter into tax agreements and offer tax incentives which vary existing rates of taxes.

Property Disposition Fair Market Value

9. (1) Notwithstanding s. 51 of the Municipal Government Act, where the council considers it to be in the best interests of the municipality, the municipality may sell or lease property to any person or organization at a price less than fair market value.
(2) A resolution to sell or lease property referred to in subsection (1) shall be passed by at least two thirds of the council members present and voting.
(3) (Where the council proposes to sell property referred to in subsection (1) valued at more than ten thousand dollars at less than market value, the council shall first hold a public hearing respecting the sale.
(4) The council shall advertise the public hearing at least twice, in a newspaper circulating in the municipality, the first notice to appear at least fourteen days before the hearing. (5) The notice of the public hearing shall include the date, time and place of the hearing, the location of the real property or a description of the tangible personal property, the estimated value of the property and the purpose of the sale.
10. Notwithstanding s. 88(4) of the Municipal Government Act, the municipality does not require ministerial approval to enter into commitments extending past the end of the current fiscal year unless the total amount of the commitment exceeds \$500,000.

CBRM Charter

Provide authority to the CBRM that currently resides with the Province. Key reasons to access new authorities:

- Demonstrate Capacity
- Lack of Provincial Interest in Matter
- Streamline Processes (remove unnecessary duplication)
- Major Economic Region

Seeking Municipal Powers in the following areas

- Finance and Taxation
- Lease and Land Sales
- Planning
- Protective Services
- Economic Development

Discussions with Province:

- Would like to see changes incorporated in MGA as it is under review, however
- If MGA does not provide authority would seek it through a charter
- If issue arises prior to MGA Review Completion place it in Charter
- That the Charter will be regulatory in nature as opposed to a new piece of Legislation (so enshrine in Legislation but administer through regulation.

Other municipalities with charters or special legislation

- City of St. John's
- Halifax
- Charlottetown and Summerside
- Ville de Montreal
- Ontario (regional and local government's)
- Winnipeg
- Saskatchewan (Cities Act)
- Lloydminster (AB and Sask.)
- Edmonton and Calgary (expected in 2017)
- Vancouver

Each charter or legislative act varies depending on the authorities each municipality seeks and the authorizes each province already provides through their Provincial Legislation.

**Energy
Office of the Minister**



Joseph Howe Building, 1690 Hollis Street
PO Box 2664, Halifax Nova Scotia, Canada B3J 3P7
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Fax 902-424-3265
energyminister@novascotia.ca
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**Énergie
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Téléphone : 902-424-7793
Télécopieur : 902-424-3265
energyminister@novascotia.ca
novascotia.ca

January 10, 2017

Dear Mr. ~~Mayor~~:

Thank you for your letter dated January 6, 2017 regarding the legislative process to achieve a Charter for the Cape Breton Regional Municipality.

I would be pleased to arrange a meeting between representatives of CBRM and the Province of NS to discuss this matter further. In order to have this matter considered for the spring sitting of the legislature, I would recommend that this meeting take place in the near future.

I will await your response before proceeding further with this matter.

Your very truly,

ORIGINAL SIGNED BY

Michel P. Samsón
Government House Leader

c: Honourable Stephen McNeil, Premier
Honourable Geoff MacLellan, Minister, TIR
Honourable Zack Churchill, Minister, DMA
Deputy Minister Kelliann Dean, DMA
Ms. Shannon Bennett, DMA
Mr. Michael Merrill, CAO, CBRM
Ms. Marie Walsh, CFO, CBRM

A CHARTER FOR CBRM - draft considerations

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CBRM CHARTER CONSULTATION MEETINGS

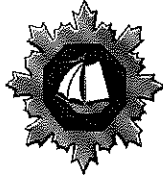
will take place in January 2018

RSVP to clerksoffice@cbrm.ns.ca

Monday, January 15, 2018 6:00 pm Council Chamber City Hall

Saturday, January 20, 2018 1:30 pm





Issue Paper

DATE: December 18th, 2017

TO: Council

FROM: John MacKinnon, P.Eng.

RE: **Provision of Public WiFi at Centre 200**

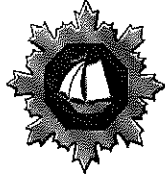
Background

The CBRM has been providing Public Wi-Fi access at Centre 200 for approximately 5 years. The original intent of the installation of Wi-Fi equipment at the Centre 200 location was to provide access to vendors using the facility at trade shows and other such events but morphed into access for the public.

Over the years, the Technology Department would make adjustments to the access point locations in an attempt to improve the signal quality based in complaints from users. It became obvious, based on the age and deployment of the equipment, that it would not meet the needs of the growing number of public that wanted access to Wi-Fi in the building. The Technology Department did a review of the requirements using new heat maps to ascertain what the newer infrastructure might look like. An estimate of \$50,000 was identified to bring Wi-Fi to an acceptable level for the public at Centre 200.

Concurrent with our review, a local technology company, Devantec was in contact with the Screaming Eagles, as they heard through the grape vine that the public were unhappy with Wi-Fi in the building. Devantec offered at no cost, upgrading all access points and agreed to maintain Wi-Fi in the building in return for “free” advertising with the Eagles. The Eagles directed Devantec to contact the Technology Department of the CBRM as the Eagles were not responsible for Wi-Fi. They, however, indicated they are supportive of the initiative.

After a number of meetings with Devantec to better understand what was being offered, Devantec provided a “formal” proposal to the CBRM where they would agree to upgrade all the necessary access points at Centre 200 and manage the infrastructure for advertising possibilities. Advertising would include the splash screen that comes up when the public access the Wi-Fi and advertising on the scoreboard. The Screaming Eagles have agreed to provide this advertising.



Recommendation

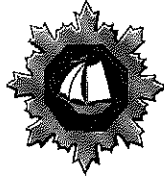
It is recommended that the CBRM enter into a 5 year agreement with Devantec to provide public Wi-Fi at Centre 200. It is seen as a win-win for the CBRM and Devantec. Along with the CBRM not requiring the purchase and maintenance of the Wi-Fi equipment, the initiative is supporting a local company employing local residents.

Suggested Motion

CBRM enter into a 5 year agreement with Devantec to provide public Wi-Fi at Centre 200

Respectfully submitted by:

John MacKinnon, P.Eng, Director of Technology



Issue Paper

DATE: December 18th, 2017

TO: Council

FROM: John MacKinnon, P.Eng.

RE: **CBRM Wide Area Network Contract**

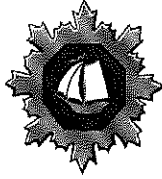
Background

The Cape Breton Regional Municipality (CBRM) initiated a Request for Proposals for the provision of a Wide Area Network (WAN) to provide a high speed, technically sound and financially acceptable solution for WAN Services within the Cape Breton Regional Municipality's existing network infrastructure including Internet access at all locations.

The objective was for the CBRM to enter into a partnership with a vendor capable of maintaining and managing our network infrastructure as defined in the RFP and who can also work alongside the CBRM team to deliver current and future network-based solutions, such as :

- Voice over IP (VOIP)
- Convergence of Voice, Data and Video
- Streaming Video
- E-Commerce
- Range of solutions and integration with other technologies
- Cloud based systems

Any solution would require all network locations to be upgraded to fibre for ability to grow as technology progresses.



Recommendation

Submitted proposals were reviewed for completeness and adherence to the requirements of the RFP. Bell Aliant Business Solutions was selected as the preferred vendor based on the evaluation criteria provided in the RFP. Bell was also the lowest cost proposal over the term of the contract.

The Bell solution is \$30,000 less per year than the current fibre/DSL-based network and will provide significant speed improvements with the new 100% fibre network.

It is recommended that the CBRM enter into a 3 year contract with Bell Aliant Business Solutions with 2 - one year optional extensions.

Suggested Motion

The CBRM enter into a 3 year contract with Bell Aliant Business Solutions

Respectfully submitted by:

John MacKinnon, P.Eng, Director of Technology



CBRM

A Community of Communities

ISSUE PAPER

TO: Clerk's Office

FROM: John Phalen
Manager, Economic Development and Major Projects

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

DATE: January 30, 2018

Background

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

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

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

The project was not able to begin commercial operations due to delays on his part and the owner decided to wait until the next season to operate.

The owner has put up considerable cost to get the operation to be ready to open next season starting May 1.

Recommendation

It is the recommendation of staff that given the operation was not able to do the test year, and that there was the considerable investment by the Tenant, that the Tenant be able to enter into a similar lease for one year with same provisions as the current expired lease. And further lease extensions would have to come to Council for approval.

Recommended Motion

Motion that Council approve a one year lease with the same provisions as the previous lease that will commence on May 1, 2018.

Sincerely,

John Phalen
Manager, Economic Development and Major Projects.

LEASE

This Bare Land Lease made this 19th day of June, A.D,
2017,

BETWEEN:

CAPE BRETON REGIONAL MUNICIPALITY, a body corporate and
politic in and for the Province of Nova Scotia

(hereinafter called the "Landlord")

-AND-

3302009 NOVA SCOTIA LIMITED, a body corporate, incorporated
under the laws of the Province of Nova Scotia;

(hereinafter called the "Tenant")

WHEREAS the Landlord is a body politic and a registered Municipality in the
Province of Nova Scotia and owner of certain lands situate in the district known as
Sydney and more particularly located along parts of the waterfront boardwalk, and more
particularly described in Schedule "A" attached hereto (the "Lands"); and

WHEREAS the Landlord has agreed to lease and the Tenant has agreed to
occupy a specific area of the Lands and more specifically identified on the sketch
attached hereto and marked Schedule "B" (hereinafter referred to as the "Premises");

WITNESSETH that in consideration for the rents, covenants and agreements
hereinafter contained on the part of the Tenant to be paid, observed and performed, the
Landlord has demised and leased and agrees to demise and lease and hereby does
demise and lease onto the Tenant, subject as hereinafter set forth, all those Premises
consisting of the vacant land being 6,000 square feet and identified more particularly on
Schedule "B" attached hereto together with the privileges of the appurtenances thereto;

AND FURTHER the Landlord has leased, agrees to lease and hereby does lease unto the Tenant, subject as hereinafter set out, the Lands on an "as is" basis which is intended to be used directly and ancillary for the operation of a seasonal food, liquor and entertainment establishment on the Premises with an overall festival theme (the "Business");

AND ALSO in the event the Tenant remains in possession of the Premises after the expiration of the term of this lease without objection by the Landlord and without any written agreement otherwise providing, it shall be deemed to be a tenancy from month to month and subject to the provisions of this lease insofar as the same are applicable.

1. TERM

Initial Term (2017)

- 1.01** (a) The Landlord hereby leases to the Tenant the Premises for an initial term commencing on the 1st day of June and ending on the 30th day of October (the "Initial Term").

Renewal Term

- (b) Subject to the provisions in 1.02 hereafter, and specifically approval from the Cape Breton Regional Municipality Council, in the event a renewal term is granted it shall thereafter commence on the 1st day of May and end on the 30th day of October each year during any renewal term (the "Renewal Term").

1.02 Option to Renew

- (a) Subject to 1.02(b) hereafter and formal approval by the Cape Breton Regional Municipality Council, the Landlord hereby grants to the Tenant a further option to renew for a Renewal Term of five (5) years provided all of the covenants herein have been honoured during the Initial Term and that the Tenant shall provide to the Landlord, on or before February 1, 2018, written notice of their intention to renew. Provided all of the required approvals are received from the Cape Breton Regional Municipality Council, and notice is given by the Tenant, the terms of this Lease shall be renewed on the same terms and conditions as set out herein, including this option to renew, other

than the rent which shall be adjusted in accordance with any increase in the Cost of Living Index.

(b) This Option to Renew for a further Renewal Term and during the period of any Renewal Term shall remain subject to the Landlord having the right to use the Premises for any permanent development and in the event that such is to occur, upon thirty (30) days written to the Tenant, either during the Initial Term or any Renewal Term, then the Landlord will use its best efforts to accommodate the Tenant and relocate them to similar premises within the similar area which is owned and/or controlled by the Landlord provided that if this accommodation is not available then this Agreement will be terminated.

1.03 For the purposes of the interpretation of this Lease, the use of the phrase "Initial Term" shall only relate to the rental period 2017 and the use of the phrase "Renewal Term" shall relate to any further term that may be granted after 2017 and otherwise throughout this Lease the use of the word "Term" shall equally apply for all rental periods.

2. **RENT**
Basic Rent

2.01 The Basic Rent (hereinafter called the "Basic Rent") is:

- (a) For the purposes of the Initial Term the build out/set-up/breakdown period shall be determined to be June 1st to June 30th and the rent for this month shall be \$1.00;
- (b) During any Renewal Term and commencing on June 1st, the monthly rent shall be determined to be equal to \$2.00 per square foot of the identified area of the Premises and payable on the 1st day of each month together with all applicable taxes required by law to be paid, the first payment for the Initial Term to be made on June 1st, 2017 and during any Renewal Term to be paid on the 1st day of June for each year thereafter;
- (c) In the event the Cape Breton Regional Municipality Council authorizes the granting of a Renewal Term the continuing rent shall be adjusted at the

commencement of the Renewal Term to reflect any increase in the Cost of Living Index and such adjusted amount shall then represent the monthly rent to be paid;

- (d) During the off-season months, being the months from November through to April, if the Tenant shall leave any equipment, buildings or other apparatus on the Premises then the Basic Rent shall remain payable in accordance with the terms set forth herein;

2.02 The Basic Rent shall commence as set forth in Article 2.01 herein and thereafter shall be payable on the 1st day of each month thereafter for the duration of the Lease.

3. Additional Rent

3.01 All monies (other than Basic Rent) payable by the Tenant to the Landlord under this lease shall be deemed to be rent (hereinafter called "Additional Rent") and shall be payable and recoverable as rent in the manner herein provided commencing on the 1st day of June, 2017 and continuing for the Term.

3.02 The Tenant shall pay and discharge when they fall due:

- a. Duties, property taxes, including local improvement taxes, charges for setting and repairing metres, charges for water and all other electricity and utilities supplied to the Premises, and all assessments and payments, usual or unusual, extraordinary as well as ordinary, which during the Term are imposed upon, or become due and payable by the owner or occupier of the Premises, or become a lien upon any part of them, and the sidewalks and the streets in front of the Premises or the vaults under them by virtue of any present or future bylaws, regulations or requirements of the Dominion of Canada, of the Province of Nova Scotia or the Municipality in which the Premises are located, or of any other Government or Municipal authority, all of which payments are to be made by the Tenant are collectively referred to as Additional Rent;

- b. Notwithstanding 3.02(a), for greater certainty the Tenant shall pay as additional rent property taxes that will be assessed on the Premises as determined by the assessment authority less 25% of any such assessment in consideration of the seasonal operation of the Business. The Landlord shall be responsible to have completed any required property assessments and to provide notice to the Tenant of such amounts required to be paid;
- c. All other outgoings in respect of the Premises which but for this Lease would have been chargeable against the Premises, and payable by the Landlord, so that the Landlord shall receive rent free of all deductions, provided that the Tenant is not under obligation to pay any franchise, excise, inheritance or income tax which are or may become payable by the Landlord or which may be imposed against the Landlord or against the Basic Rent or upon the income or profits of the Landlord by any law now in force or hereafter enacted.

3.03 If the Tenant shall fail to pay any Basic Rent or Additional Rent when due, such unpaid amounts shall bear interest at the rate of 2% per month.

4. LANDLORD COVENANTS

- 4.01** Subject to the other provisions herein, the Tenant shall have peaceful and quiet enjoyment of the Premises during the term hereby demised;
- 4.02** The Tenant may erect an outside sign around the Premises as well as such other locations on the Landlord's lands adjacent to the Premises and more particularly in the area at or near the entrance(s) to the Lands provided the Landlord shall have the right to first approve any such sign, marking or other visual form of advertising to be erected or placed on the Premises (including the location of such signage). Unless otherwise directed by the Landlord, the Tenant agrees that upon the expiration of the Term the Tenant shall remove all signage whether located on or off the Premises directing the public to the Tenant's operation at the Premises.

- 4.03** The Tenant may further erect temporary buildings, washrooms, refrigeration facilities, storage and bar facilities similar in size and location to those set forth in the concept drawing attached hereto as Schedule "B" provided that all such facilities remain, at all times, removable chattels and not fixed to the Lands. All such buildings to be situate on the Lands must meet with the aesthetic appearance and approval of the Landlord, such approval not to be unreasonably withheld.
- 4.04** The Tenant may further enter upon and use any ancillary lands and facilities of the Landlord as may be required for the operation of the Business, including but not limited to the hook-up to any sewer facilities and/or electric feeds provided that all costs associated with the carrying out of any work shall be the Tenant's expense and further upon vacating the Lands any such hook-ups shall be sufficiently removed and the Landlord's lands placed back in the same condition as before such work was carried out.
- 4.05** The Tenant, their invitees, suppliers and guests shall be permitted to have uninterrupted access to the Lands through existing rights-of-way/driveways owned by or under the control of the Landlord from the existing public streets including the right to park on the said Lands provided that such parking does not in any way disrupt the access or use or any other of the Landlord's lands.
- 4.06** The Landlord has good title to the Premises;
- 4.07** The Premises are provided to the Tenant on an "as-is" basis with the understanding that the Tenant shall be permitted to carry out minor excavation of the Lands upon which the Premises are intended to be situate for the purposes of levelling, gravelling and preparing the ground to accommodate the Business.
- 4.08** The Tenant shall be permitted to install any type tenting apparatus as well as fencing as may be required under the Liquor Control Act associated with the operation of the Business, provided any such tenting must first be approved by the Landlord for both size and aesthetic appearance, such approval not to be unreasonably withheld.

5. TENANT COVENANTS

- 5.01** The Tenant shall pay the rent hereby reserved promptly on the date herein before mentioned.
- 5.02** The Tenant shall use the facility as a pop-up/seasonal restaurant/entertainment and liquor establishment and for no other purpose without the consent of the Landlord;
- 5.03** During the currency of this Lease the Tenant shall keep the interior and exterior (surrounding area) of the Premises in good repair, ordinary wear and tear and injury by fire or other circumstances beyond the control of the Tenant excepted;
- 5.04** The Tenant shall not alter or repair the said Premises without the prior approval and consent in writing of the Landlord, other than to carry out the ground work referred to in Article 4, such consent not to be unreasonably withheld;
- 5.05** The Tenant shall not have the right to sell, assign or sublet the said Premises or any part thereof without the prior written consent of the Landlord, such consent not to be unreasonably withheld. A transfer of a majority of the voting shares of the Tenant shall be considered an assignment and be subject to this clause.
- 5.06** The Tenant shall keep the Premises and the surrounding area clean and neat at all times and shall not permit refuse or other objectionable material to accumulate on or about the Premises.
- 5.07** The Tenant shall abide by and comply with all lawful by-laws and regulations of the Cape Breton Regional Municipality which in any manner affect the said Premises and indemnify the Landlord for any charges or damages which the Landlord may suffer by reason of any breach of such by-laws or regulations.
- 5.08** The Tenant shall not, during the term of this Lease, use or permit to be used, the Premises for any noxious, noisome or offensive trade, business or activity, it being acknowledged that any aspect associated with the proposed entertainment and liquor shall be determined and regulated under the Alcohol and Gaming Authority and their decision shall be final.

- 5.09** The Tenant shall be responsible for janitor and cleaning services for the Premises.
- 5.10** At the expiration of the term or previous determination of this Lease, the Tenant shall peaceably and quietly yield and deliver up possession of the said Premises to the Landlord.
- 5.11** The Tenant shall deliver up the Premises in good repair at the expiration of the said Term or any extension thereof.
- 5.12** The Tenant shall be responsible for any and all real property tax assessment that may be applicable to the Premises.
- 5.13** The Tenant will not knowingly do or permit to be done any act or thing which may make, void, or voidable any insurance on the Premises, or which may result in any increase or extra premium being payable for the insurance.
- 5.14** The Tenant will, at the termination of this Lease, yield up and deliver to the Landlord, in good condition, the Premises together with any improvements to the Lands thereon. Installations, alterations, additions, partitions and fixtures in or upon the Premises placed there by the Tenant shall remain the Tenant's property and the Tenant shall be permitted to remove such items from the Premises either during or after the Term provided the Premises be returned to its original condition at the expense of the Tenant.

6. ASSIGNMENT, SUBLET

- 6.01** The Landlord has the unrestricted right to transfer or assign its interest in the Premises.
- 6.02** The Tenant shall not have the right to assign its interest in this Lease without the approval of the Landlord, such approval not to be unreasonably withheld, provided the Landlord is satisfied that the assignee is capable of assuming and

providing assurances that all of the Tenant's covenants set forth herein shall continue to be honored.

7. INSURANCE

7.01 The Tenant shall purchase and keep enforced throughout the term of this lease:

- (a) Insurance with extended coverage endorsement covering all leasehold improvements made to or installed in the Premises by or on behalf of the Tenant in an amount equal to the full replacement value or as agreed to with the Landlord;
- (b) Insurance with extended coverage endorsement covering all contents of the Premises whether owned by the Tenant or for which the Tenant is responsible in an amount at least equal to the actual cash value or as agreed to with the Landlord;
- (c) Comprehensive general liability insurance, of not less than two million dollars per occurrence, such as will protect the Landlord from and against all claims or causes of action which may arise by the granting of this lease or of the Tenant's occupation of the Premises, such insurance to cover, but not limited to injury, death or property damage occurring upon, in or about the Premises. The Tenant will instruct his insurer to include the Landlord on the policy as an additionally named insured and provide written confirmation to the Landlord within ten (10) days of the commencement of the Term.

7.02 The Tenant shall effect all policies with insurer's and upon terms in an amount satisfactory to the Landlord. The Tenant shall furnish to the Landlord copies of all policies or insurance certificates in lieu thereof, and will provide written notice of the discontinuation of such policies not less than ten days prior to their respective expiry dates. The Tenant shall pay the premium for each policy. If the Tenant fails to purchase or keep enforced such insurance the Landlord may effect such insurance, the cost thereof being recoverable from the Tenant forthwith on demand as Additional Rent hereunder.

8. MAINTENANCE AND REPAIRS

8.01 The Tenant shall maintain the Premises and any alterations and additions to the Premises in good condition, reasonable wear and tear and damage by fire excepted. The Tenants shall repair and replace any damage or injury to the Premises caused by the Tenant, its agents, employees or invitees.

8.02 If, within ten (10) days following the occurrence the Tenant fails to repair or replace any damage to the Premises caused by the Tenant, its agents, employees or invitees, the Landlord may at its option, cause all required maintenance, repairs or replacements to be made and the Tenants shall promptly pay to the Landlord all costs incurred with respect thereto plus an administrative fee of fifteen percent (15%) of such costs.

8.03 The Landlord, its agents, and employees shall have the right to enter the Premises at reasonable hours to make inspections, alterations, or repairs to the Premises. In the event of any emergency the Landlord, its agents, employees, shall have the right of entry at any time and may perform any acts related to safety, protection, preservation or improvement of the Premises. The Tenants shall not be entitled to any abatement or reduction of rent because of work performed on the Premises by the Landlord.

9. DAMAGE OR DESTRUCTION

9.01 If the Premises are destroyed or damaged by fire or other casualty against which the Tenant is insured so that it is totally unfit for occupancy, rent will abate from the time of occurrence of such damage until the Premises are repaired or rebuilt. If the Premises are damaged by fire or other casualty against which the Tenant is insured and the damage is such that the Premises can be partially used, then until the damage is repaired, rent will abate by the same proportion as the area of the Premises rendered unfit for occupancy is of the whole of the Premises. The Tenant shall, with reasonable diligence, repair and restore the Premises unless

the Landlord is obliged to repair hereunder or unless the Lease is terminated pursuant to clause 9.02 hereof.

- 9.02** If the Premises are damaged or destroyed by any cause whatsoever, and if, in the opinion of the Landlord reasonably arrived at, the Premises cannot be rebuilt or made fit for the purposes of the Tenant within 120 days of the damage or destruction, the Landlord, at its option, may terminate this Lease by giving to the Tenant, within 30 days after such damage or destruction, notice of termination, and thereupon Basic Rent and Additional Rent will be apportioned and paid to the date of the damage or destruction and the Tenant will immediately deliver up possession of the Premises to the Landlord.

10. INDEMNIFICATION

- 10.01** The Tenant agrees to indemnify the Landlord against all liabilities, costs, suits, claims, demands and actions of any kind for which the Landlord may become liable by reason of any breach, violation or non-performance by the Tenant of any covenant, term or provision of this lease or any injury, death or damage to property occasioned to or suffered by any person or any property by reason of any act, neglect or default by the Tenant or its servants, employees, agents, licensees, or invitees on the Premises. The Tenant further agrees that the Landlord shall not in any event be liable or responsible in any way for any personal injury or death that may be suffered or sustained by, or for any loss of or damage or injury to any property including cars and the contents thereof, belonging to any employee, servant, agent, licensee, or invitee of the Tenant on the Premises no matter how caused and the Tenant shall indemnify the Landlord for and against all such liabilities.

11. DEFAULT

11.01 Landlord May Perform Covenants

If the Tenant is in default of any of its covenants and agreements in this Lease contained, then the Landlord, without limiting any other remedy which it may have, will have the right to remedy any such default and for such purpose may at any time enter upon the Premises. No entry for such purpose will be deemed to cause a forfeiture or termination of this Lease. The Landlord may do such things

as are necessary to cure such default. The Tenant will reimburse the Landlord forthwith upon demand (as Additional Rent) hereunder the aggregate of all expenses incurred by the Landlord in remedying any such default. The Landlord will be under no obligation to remedy any default of the Tenant nor will the Landlord incur any liability to the Tenant for any action or omission in the course of its remedying or attempting to remedy any such default.

11.02 Rights of Termination

If and whenever:

- (a) the Premises become vacant or remain unoccupied or are not used for the purposes herein permitted, or the Tenant fails to take possession of the Premises within thirty (30) days after the Commencement Date;
- (b) any rent remains unpaid after any of the days on which the same ought to have been paid;
- (c) there is a breach of any of the Tenant's obligations under this lease which is not cured within fifteen (15) days after delivery of notice by the Landlord to the Tenant specifying such breach;
- (d) the term or any goods and chattels on the Premises are at any time seized or taken in execution or attachment;
- (e) the Tenant becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any statute that may be in force for bankrupt or insolvent debtors or becomes involved in voluntary or involuntary winding-up proceedings or if a receiver shall be appointed for the business, property, affairs or revenues of the Tenant;
- (f) the Tenant assigns, sublets or parts with possession of the Premises without the Landlord's written consent as required herein; or
- (g) at any time any person (other than the Tenant or any assignee or sub-Tenant permitted under this lease) has or exercises the right to

manage or control the Premises or any part thereof or any of the Business carried on therein;

then in any of the said cases, (and notwithstanding any prior waiver of breach of covenant) the Landlord, at its option, may without any notice or demand (and without prejudice to any other right or remedy it may then have or be entitled to) cancel this Lease, whereupon this Lease will terminate and the Term will expire and be ended and the then current Basic Rent and all Additional Rent for the then current year and any other sums allowed by any governing statute or rule of law shall thereupon become immediately due and payable and the Landlord may immediately distrain for all such rent as well as any arrears then unpaid and the Landlord lawfully may immediately or at any time thereafter and without notice or any form of legal process re-enter upon the Premises or any part thereof in the name of whole and re-possess the same, and expel the Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears or rent or preceding breach of contract.

12. GENERAL

12.01 The remedies of the Landlord in this Lease are cumulative and are in addition to any remedies of the Landlord at law or in equity. No remedy will be deemed to be exclusive and the Landlord may from time to time have recourse to one or more of all the available remedies specified herein or at law or in equity.

12.02 Any condoning, excusing or overlooking by the Landlord of any default, breach or non-performance by the Tenant at any time of any covenant or provision herein contained shall not operate to waive the Landlord's rights under this Lease in respect to any later default, breach, or non-observance so as to defeat in any way the rights to the Landlord under this Lease and all rights and remedies of the Landlord shall be deemed to be cumulative.

12.03 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12.04 All notices under this Lease shall be in writing and delivered in person or sent by prepaid registered or certified mail to the Landlord at the same place to which rent payments are made, to the Tenant at the Premises or to other such address as designated in writing by a party hereto to the other parties. Notices mailed shall be deemed delivered on the fifth business day following mailing.

12.05 The Tenant acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as may be expressly set forth in this Lease and it is agreed by the Landlord and the Tenant that no amendment or modification of this Lease shall be valid or binding unless in writing executed by both the Landlord and the Tenant.

12.06 Words of any gender used in this Lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

[Balance of Page Left Blank Intentionally; Signature Page to Follow]

12.07 The parties agree that the reproduction of signatures by way of telecopying devices will be treated as though such reproduction were executed originals and each party undertakes to provide the other with a true copy of the Agreement and any Schedules with original signatures within a reasonable time after acceptance. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original.

IN WITNESS WHEREOF the parties hereto have executed these present the day and year first written above.

SIGNED, SEALED AND DELIVERED)

**CAPE BRETON REGIONAL
MUNICIPALITY**

Per: \

Per:

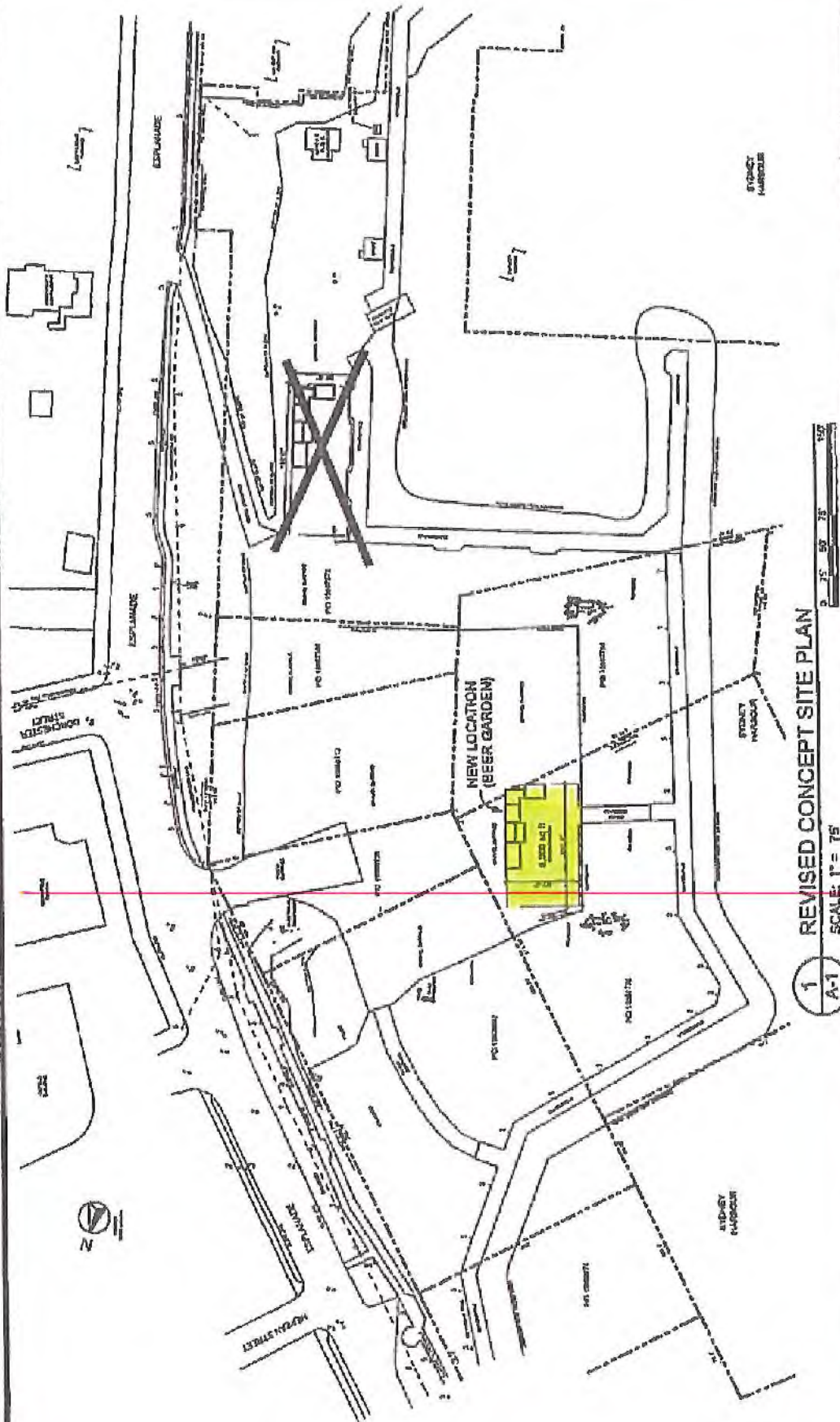
ORIGINAL SIGNED BY

Per: **DANIEL F. ELLIS**
President/Secretary

SCHEDULE "A"

Being all or a portion of the following parcels of property:

- 1. PID # 15860786**
- 2. PID # 15058738**



"The Dock" Beer Garden
Sydney Waterfront
Project No. 17-04

PRELIMINARY
NOT TO BE USED
FOR CONSTRUCTION

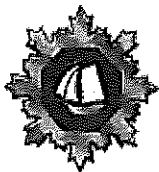
Council/Committee Schedule
January 2018 – March 2018

Meeting	Date & Time	Location
Regional Council	Tuesday January 30, 2018 6:00 p.m.	Council Chambers
General Committee on Planning & Economic Development	Wednesday, January 31 , 2018 1:00 p.m.	Council Chambers
Special Council - Stakeholder Consultations	Monday, February 5 , 2018 9:30 a.m.	Council Chambers
Council Information Session – Budget Workshop	Tuesday, February 6 , 2018 9:30 a.m. to 4:30 p.m.	Council Chambers
General Committee	Tuesday, February 6 , 2018 6:00 p.m.	Council Chambers
Council Information Session – Budget Workshop	Wednesday, February 7 , 2018 9:30 a.m. to 4:30 p.m.	Council Chambers
Council Information Session – Budget Workshop	Wednesday, February 7 , 2018 6:00 p.m.	Council Chambers
Council Information Session – Budget Workshop & Priorities Setting	Thursday, February 8 , 2018 9:30 a.m. to 4:30 p.m.	Council Chambers
Federal Surplus Lands – Council Workshop	Thursday, February 15, 2018 9:30 a.m.	ACOA Office
Public Hearing – Zoning Amendment Application # 1037 – Chris Skidmore re: RV Park in Big Pond	Tuesday, February 20, 2018 1:30 p.m.	Council Chambers
Regional Council	Tuesday February 27, 2018 6:00 p.m.	Council Chambers
CBRM Board of Police Commissioners - re: Draft 2018-19 Budget	Thursday, March 1, 2018 10:00 a.m. weather Date March 5, 2018	Council Chambers
Council – Budget Deliberations	Tuesday, March 6 , 2018 9:30 a.m.	Council Chambers
General Committee	Tuesday, March 6 , 2018 6:00 p.m.	Council Chambers

Continued...

Council/Committee Schedule (Cont'd)
January 2018 – March 2018

Council – Budget Deliberations	Wednesday, March 7 , 2018 9:30 a.m.	Council Chambers
General Committee on Planning & Economic Development	Wednesday, March 7 , 2018 6:00 p.m.	Council Chambers
Council – Budget Deliberations	Thursday, March 8 , 2018 9:30 a.m.	Council Chambers
Regional Council	Tuesday March 27, 2018 6:00 p.m.	Council Chambers
Fire & Emergency Services Committee	TBA	Council Chambers
Nominating Committee	TBA	Council Chambers
Appeals Standing Committee	TBA	Council Chambers
Department of Municipal Affairs Workshop	TBA	TBA
Economic Development Stakeholder Consultations	TBA	TBA



A Community of Communities

MEMO

DATE: January 18, 2018

TO: Deborah Campbell Ryan, Municipal Clerk

FROM: Marie Walsh, CAO

RE: DMA Roles & Responsibilities Training for CBRM Council

The Department of Municipal Affairs is interested in providing training for the CBRM Council with respect to Roles and Responsibilities of Council, Municipal Staff, and the Department of Municipal Affairs. DMA will also talk about In-Camera meetings or any other topic requested by Council. Please place this on the agenda for Council discussion.

ORIGINAL SIGNED BY

Marie J. Walsh
Chief Administrative Officer

/emd

Summary

Statement of Revenue

November 30, 2017

Revenue	Year To Date Assigned	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
Total Taxes	\$ 71,237,478	\$ 71,378,379	\$ (140,901)	\$ 107,067,569	\$ 35,830,091
Total Federal Government	2,051,899	2,051,899	0	3,077,849	1,025,950
Total Federal Government Agencies	513,322	513,322	(0)	769,983	256,661
Total Provincial Government	1,339,217	1,339,222	(5)	2,008,825	669,608
Total Provincial Government Agencies	2,035,387	1,939,866	95,521	2,909,799	874,412
Total Services to Other Local Government	406,719	406,719	(0)	610,078	203,359
Total Transit	417,688	442,667	(20,978)	664,000	242,312
Total Environmental Development Services	187,157	138,247	48,910	207,370	20,213
Total Licenses & Permits	111,419	98,667	12,752	148,000	36,581
Total Fines & Fees	377,007	368,913	8,094	553,370	176,363
Total Rentals	370,262	345,527	24,735	680,079	309,817
Total Concessions & Franchises	268,443	243,943	24,500	365,915	97,472
Total Interest on Taxes	1,085,010	882,065	202,945	1,323,098	238,088
Total Finance Revenue	20,150	22,326	(2,176)	33,489	13,339
Total Solid Waste Revenue	1,663,062	1,533,333	129,729	2,300,000	636,938
Total Recreation & Cultural Service Programs	852,321	840,486	7,835	1,862,000	1,013,679
Total Water Utility Charges	3,301,007	3,301,007	(0)	4,951,510	1,650,503
Total Unconditional Transfers	10,573,521	10,563,301	10,221	15,844,951	5,271,430
Total Conditional Transfers	2,308,640	2,308,640	-	3,512,960	1,204,320
Year To Date Assigned Before Cost Recovery 2016 Flood Claims	\$ 99,119,708	\$ 98,718,529	\$ 401,180	\$ 148,890,845	\$ 49,771,137
Cost Recovery 2016 Flood Claim	184,078	-	184,078	-	(184,078)
Year To Date Assigned After Cost Recovery 2016 Flood Claims	\$ 99,303,786	\$ 98,718,529	\$ 585,258	\$ 148,890,845	\$ 49,587,059

ORIGINAL SIGNED BY

Departmental

ORIGINAL SIGNED BY

Reviewed

Summary

Statement of Expenditures

November 30, 2017

Expenditures	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
Legislative	\$ 976,531	\$ 1,019,125	\$ 42,594	\$ 1,470,936	\$ 494,405
Administration	863,971	896,864	32,892	1,233,343	369,372
Finance	1,674,484	1,903,953	229,469	2,897,017	1,222,533
Legal	487,390	499,196	11,806	664,515	177,125
Human Resources	1,023,309	1,039,143	15,834	1,650,262	626,953
Technology & Communications	608,445	637,729	29,284	1,244,687	636,242
Municipal Clerk	260,244	269,132	8,889	527,594	267,350
Fiscal Services	28,901,088	29,245,307	344,219	35,570,603	6,669,515
Occupational Health & Safety	140,808	147,245	6,438	222,183	81,375
Police Services	17,959,769	17,837,641	(122,128)	26,231,264	8,271,495
Fire Services (Incl EMO)	11,942,648	12,321,706	379,059	17,977,844	6,035,196
Engineering & Public Works	28,299,430	29,219,609	920,179	44,367,637	16,068,207
Planning	1,898,869	1,634,482	(264,388)	2,599,518	700,649
Facilities C200 & Arenas	2,371,312	2,001,026	(370,286)	3,306,912	935,600
Parks & Grounds	2,083,183	2,061,685	(21,498)	2,893,786	810,603
Buildings	2,110,532	2,214,363	103,831	3,346,211	1,235,679
Recreation	2,231,534	2,152,058	(79,476)	2,686,533	454,999
Total expended to data excluding 2016 Flood Costs	\$ 103,833,547	\$ 105,100,265	\$ 1,266,718	\$ 148,890,845	\$ 45,057,298
2016 Flood Costs	184,078	-	(184,078)	-	(184,078)
Total expended to data including 2016 Flood Costs	\$ 104,017,625	\$ 105,100,265	\$ 1,082,640	\$ 148,890,845	\$ 44,873,220

ORIGINAL SIGNED BY

Departmental

ORIGINAL SIGNED BY

Reviewed

Port of Sydney Development Corporation

Income Statement for 8 Month Period Ended November 30, 2017

	YTD Actual	YTD Budget	Variance to Budget	Annual Budget
Storage & Berthage	356,802	373,611	(16,809)	473,762
Port Revenue	51,212	48,930	2,282	66,930
Cellaneous	19,533	3,800	15,733	4,200
Storage & Rental	231,614	213,404	18,210	241,984
Passenger tax	944,540	936,691	7,849	936,691
Port Market Revenue	90,389	102,300	(11,911)	102,300
Security/Traffic Control	128,398	120,429	7,969	138,416
Business Development - Harbour	113,420	136,000	(22,580)	204,000
Government Funding	66,365	0	66,365	0
	2,002,274	1,935,165	67,109	2,168,283
Salaries & Wages	492,617	592,190	(99,573)	823,821
Professional Fees	32,170	48,332	(16,162)	63,000
Advertising & Promotions	28,697	41,674	(12,977)	49,599
Postage activities	28,171	27,360	811	40,485
Subscriptions & Membership Fees	24,104	32,790	(8,686)	45,187
Travel Expense	3,082	3,500	(418)	3,585
Insurance	46,055	34,752	11,303	63,228
Interest Bank Charges	4,353	3,240	1,113	4,760
Lease & Admin	18,730	23,872	(5,141)	29,085
Cellaneous	10,111	28,400	(18,289)	35,400
Repairs & Maintenance	150,567	212,973	(62,406)	275,824
Electricity	20,995	38,170	(17,175)	56,090
Utilities	108,945	129,810	(20,865)	199,085
Port Security	138,022	131,115	6,907	155,091
Business Development - Harbour	113,420	136,000	(22,580)	204,000
Reshold Improvements	21,067	50,000	(28,933)	50,000
	1,241,104	1,534,177	(293,073)	2,098,240
Plus Before Amortization	761,170	400,988	360,182	70,043
Amortization	(238,275)	(238,275)	0	(357,412)
Plus	\$ 522,895	\$ 162,713	\$ 360,182	(287,369)

