



Victoria County

Partnership Proposal

2025



Victoria County Partnership Proposal 2025

Introduction

1. Victoria Highland Civic Centre Property
2. Accessibility
3. Beautification, Safety & Maintenance
4. Baddeck Community Club Property
5. Canada Community Building Fund
6. Water and Wastewater Treatment & Distribution
7. Waterfront Baddeck
8. Sidewalk Maintenance and Safety

The Numbers

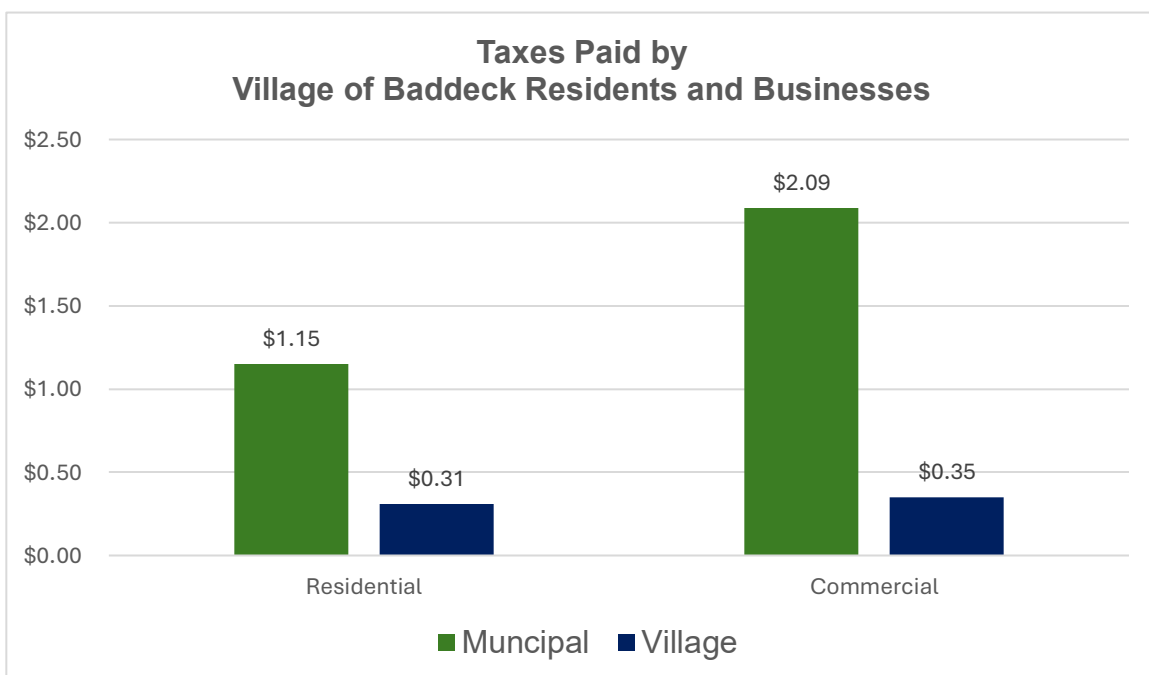




Village of Baddeck and Municipality of the County of Victoria
Collaboration Proposal

In the spirit of cooperation and collaboration, the Village of Baddeck Commission (the “Village Commission”) has prepared the following document, which outlines ways in which the Village Commission and the Municipality of the County of Victoria (the “Municipality”) can work together to serve the residents of Victoria County (the “County”) and the Village of Baddeck (the “Village”).

As residents of Victoria County, those living in the Village of Baddeck pay two tax rates. One tax rate is paid to the Municipality. This amount is the same rate throughout Victoria County and is meant to cover the cost of certain services to which all residents of Victoria County are entitled (see Appendix “A” for a summary of where Municipal taxes are allocated). Village residents pay an additional tax rate to the Village of Baddeck, which is meant to provide additional services that are not provided by the Municipality throughout Victoria County (see Appendix “B” for a summary of where Village taxes are allocated). In fact, this Village tax rate was first implemented in order to support the operating costs of the water and wastewater systems only.



Ultimately what the budgets illustrate is that the Municipality has assumed responsibility for the following items throughout Victoria County, which should fully include the Village of Baddeck:

- Sidewalks, roads and streetlights;
- Washroom facilities;
- Waste collection;
- Police and fire services;
- Tourism and community development; and
- Recreation and cultural services.¹

Tax rates are calculated to generate revenue to fund the services provided by the Municipality. Property taxes payable are also influenced by annual property assessments that are generated and administered by PVSC, which is an independent, not-for-profit organization under the terms of the Property Valuation Services Corporation Act.

Source: Victoria County Annual Budget Annual Capital Reserves 2024-2025

<<https://victoriacounty.com/wp-content/uploads/2024/06/2024-2025-Annual-Budget-Report-FINAL.pdf>>

As in municipalities throughout the country, these services are directly linked to the tax revenue collected and it should be obvious where residents' tax dollars are being spent. See examples of how other municipalities and cities allocate tax revenue and inform tax payers of those allocations in Appendix "C".

The Village has undertaken to use the additional tax rate collected from Village residents to support the maintenance and development of Village-owned properties and the management of the Village water and wastewater systems. Usage of the water and wastewater systems is paid for by usage rates.

What the budgets also show is that as a Village, we are limited in what we can achieve alone. In 2024/2025, we collected \$312,552.00 in tax revenue, which is not

¹ Victoria County Operational Budget 2024-2025 < <https://victoriacounty.com/wp-content/uploads/2024/06/2024-2025-MOVC-Operating-Budget-FINAL.pdf>>

enough to run a Village that is home to approximately 11% of Victoria County. In 2024/2025, the Municipality of the County of Victoria collected \$11,930,920.00 in tax revenue.

	Victoria County	Village of Baddeck	Water and/or wastewater operated by VOB
Population	7,441 ²	818	1,029
Percentage of Population	100%	11%	14%
Population Density	2.6 people/sq. km	388.6 people/sq. km ³	

**Based on a property by property estimate.*

Its central location and extensive services make the Village of Baddeck a unique community that is necessary for those well beyond the Village boundaries. Not only is Baddeck the shire town for Victoria County, but it is a hub for residents of and visitors to the County. Baddeck is home to a hospital, school, municipal offices, a volunteer fire department, daycare, visitor information centre, grocery store, post office, financial institutions and numerous restaurants, accommodations and shops, along with several other services. It is a tourism destination and is known as the unofficial beginning and end of the Cabot Trail.

Being located within Victoria County, it is impossible to completely isolate the role of the Village and the role of the Municipality from each other. It is mutually beneficial for the Village and the Municipality to work together towards common goals for Victoria County.

The Village of Baddeck is proposing a comprehensive joint partnership agreement with the Municipality of the County of Victoria to ensure sustainable, equitable funding and shared stewardship of key community assets that serve the Village and the broader region. The partnership would establish shared investment and

² Focus on Geography Series, 2021 Census of Population, Victoria, County
<https://www12.statcan.gc.ca/census-recensement/2021/as-sa/fogs-spg/Page.cfm?Lang=e&Dguid=2021A00031218&topic=1>.

³ Census Profile, 2021 Census of Population, Baddeck, Class IV area (CFA) Nova Scotia
<https://www12.statcan.gc.ca/census-recensement/2021/dp-pd/prof/details/page.cfm?Lang=E&SearchText=Baddeck&DGUIDlist=2021A0006120003&GENDERlist=1,2,3&STATISTIClist=1&HEADERlist=0>.

oversight in the revitalized Baddeck Waterfront area, as well as the redevelopment and long-term care of the Community Club property. This partnership would support operations of services such as beautification, garbage collection and snowplowing. It would also include a re-commitment of a 15% CCBF transfer to the Village to support water and wastewater systems, recognizing their regional reach and importance to development, environmental health, and economic growth. This joint partnership framework would align local expertise with Municipal responsibility, reduce the disproportionate tax burden on Village residents, and build a stronger, more connected region.

This document outlines ways in which the Village of Baddeck and the Municipality can collaborate to ensure the residents of Baddeck are getting the same level of service that other residents of Victoria County are getting by virtue of paying Municipal taxes. This proposal includes eight areas in which we think there is great opportunity for the Village and Municipality to collaborate.

1. Victoria Highland Civic Centre Property

Proposal:

The Municipality of the County of Victoria will assume the lease for the property where the Victoria Highland Civic Centre is located.

2. Accessibility

Proposal:

The Village and the Municipality will collaborate in order to ensure a cohesive approach to accessibility throughout Victoria County.

3. Beautification, Safety and Maintenance

Proposal:

The Village will continue to facilitate beautification projects on Village-owned properties.

The Municipality will provide financial assistance for beautification projects on Village-owned properties.

The Municipality will provide essential maintenance services within the Village of Baddeck.

4. Baddeck Community Club Property

Proposal:

The Village and the Municipality will collaborate to encourage the Province to divest of the road allotment property.

The Municipality will provide financial support for the planning and development of the property into a community greenspace.

5. Canada Community Building Fund

Proposal:

15% of the annual CCBF allotment received by the Municipality of the County of Victoria will be transfer to the Village of Baddeck.

6. Water and Wastewater Treatment and Distribution Infrastructure

Proposal:

The Village of Baddeck will continue to manage and operate the water and wastewater systems.

The Municipality will contribute capital investment to the upgrading and expansion of the water and wastewater systems.

7. Waterfront Baddeck

Proposal:

The Municipality will actively engage with the Waterfront Baddeck Committee by attending meetings.

The Municipality will work with the Village to advocate for better signage and the enforcement of parking laws.

The Municipality will contribute to the development of a marine tourism strategy for Baddeck.

The Municipality will provide financial support for the ongoing operations of the Baddeck waterfront.

The Municipality will provide investment in the upcoming Waterfront capital projects.

8. Sidewalks

Proposal:

The Municipality will oversee and fund the clearing and maintenance of the sidewalks within the Village of Baddeck, including winter maintenance.

We strongly believe that the Village and Municipality can work together to strengthen Victoria County and ensure it is the thriving, welcoming region that it always has been. We very much look forward to working with Municipal Council on these initiatives and much more in future.



Appendix “A”

Municipality of the County of Victoria Expenses

Transportation Services

Transportation Services Operating Budget	
	Approved Budget 2024-2025
Road Transport	
Roads & Sidewalks	203,485
Streetlights	<u>310,090</u>
	513,575
Public Transit	200,000
Total Transportation Services	713,575

Roads & Sidewalks

The mandatory contribution relating to roads falls under a cost-shared service agreement between the province and the Municipality. It is \$158,305 for 2024-2025, which is a 3.4% increase from 2023-2024.

Also budgeted is \$16,000 for other road related expenses including the 0.95 km of municipally owned roads that are maintained by the provincial Department of Public Works with costs billed back to the Municipality.

\$29,180 is budgeted related to sidewalk clearing in Ingonish and the Village of Baddeck.

Streetlights

The Municipality pays Nova Scotia Power Inc. for streetlights throughout Victoria County. For 2024-2025 this is budgeted at \$310,090, which is an estimated 10% increase over 2024-2025.

Introduction

Environmental Health Services

Environmental Health Services Operating Budget	
	Approved Budget 2024-2025
Public Works Administration	
Salaries & Benefits	303,519
Training & Development	12,500
Operational Costs	<u>30,000</u>
	346,019
Waste Collection Operations	
Salaries & Benefits	470,689
Training & Development	7,000
Operational Costs	642,088
Special Projects	<u>125,000</u>
	1,244,777
Transfer Stations & Recycling Operations	
Salaries & Benefits	1,109,867
Training & Development	27,000
Operational Costs	728,503
Special Projects	<u>527,938</u>
	2,393,308

Other Environmental Development Services

Special projects include \$100,000 budgeted for potential housing related initiatives and \$70,000 for washroom facilities related expenses around Victoria County.

Tourism & Community Development

For reporting purposes, the Tourism and Recreation department is split under Tourism & Community Development and Recreation & Cultural Services. Tourism and Community Development provides leadership and support to tourism operators and community groups throughout Victoria County. The team consists of 2.5 full-time positions: Manager of Tourism & Recreation (50% tourism, 50% recreation), Tourism & Development Coordinator and Community Development Coordinator.

Operational costs include office expenses, travel, tourism initiatives (\$100,000) and a contribution to Destination Cape Breton for festival and event funding (\$12,100).

Special projects include \$100,000 budgeted for continued work related to placemaking in communities throughout Victoria County, \$10,000 for continued community development support, \$10,000 toward Cabot Trail 100 and a \$75,000 contribution for the development of the Baddeck waterfront.

Introduction

Recreation & Cultural Services

For reporting purposes, the Tourism & Recreation department is split under Tourism & Community Development and Recreation & Cultural Services. Recreation provides programming and support to residents and community groups. The team consists of 1.5 full-time positions: Manager of Tourism & Recreation (50% tourism, 50% recreation) and Recreation & Active Living Coordinator.

Operational costs include office expenses, travel, and funding programs for various initiatives. New for 2024-2025 is the addition of \$20,000 for an equipment loan program and \$20,000 for a multi-activity support program.

Special projects include \$333,333 (year 3 of 3) as a contribution to the Victoria Highlands Civic Centre rink (currently being transferred to the Operating Reserve), \$100,000 for trail grants available to non-profit community organizations, and \$500,000 for trail development. The trail development work is offset by the anticipated use of CCBF.

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¹ Victoria County Operational Budget Fiscal Year 2024-2025 <<https://victoriacounty.com/wp-content/uploads/2024/06/2024-2025-MOVC-Operating-Budget-FINAL.pdf>>

Appendix “B”

2025/2026 Village of Baddeck Budgeted Expenses

Item	Total Cost
Water / Wastewater Systems	\$859,603.00
Village-Owned Properties <i>Wharf, Waterfront, Kidston Island, Community Club</i>	\$10,000.00
Beautification & Landscaping	\$6,700.00
Baddeck Wharf	\$83,285.00

2025/2026 Budgeted Tax Revenue Allocation

Item	Percentage of Tax Revenue
Salaries and benefits ²	39.94
Commission expenses, travel	2.06
Operations and supplies	16.13
Insurance	3.94
Beautification and marketing	4.28
Administration costs	11.07
Financial services and rent	8.49
Sidewalk and salt	-
Costs of collection	-
Contracted services	-
Capital out of revenue	-
Debenture interest	-
Bad debt	0.62
Smart Meter Upgrade	-
Amortization	6.07

² For all Village staff, including administrative and public works. Staff time is allocated to administrative tasks, water and wastewater utility and operations and maintenance of Village-owned properties.

Appendix “C”

Examples of Tax Allocation Across Canada



Residential and Resource rates:

Urban general rate: \$0.661

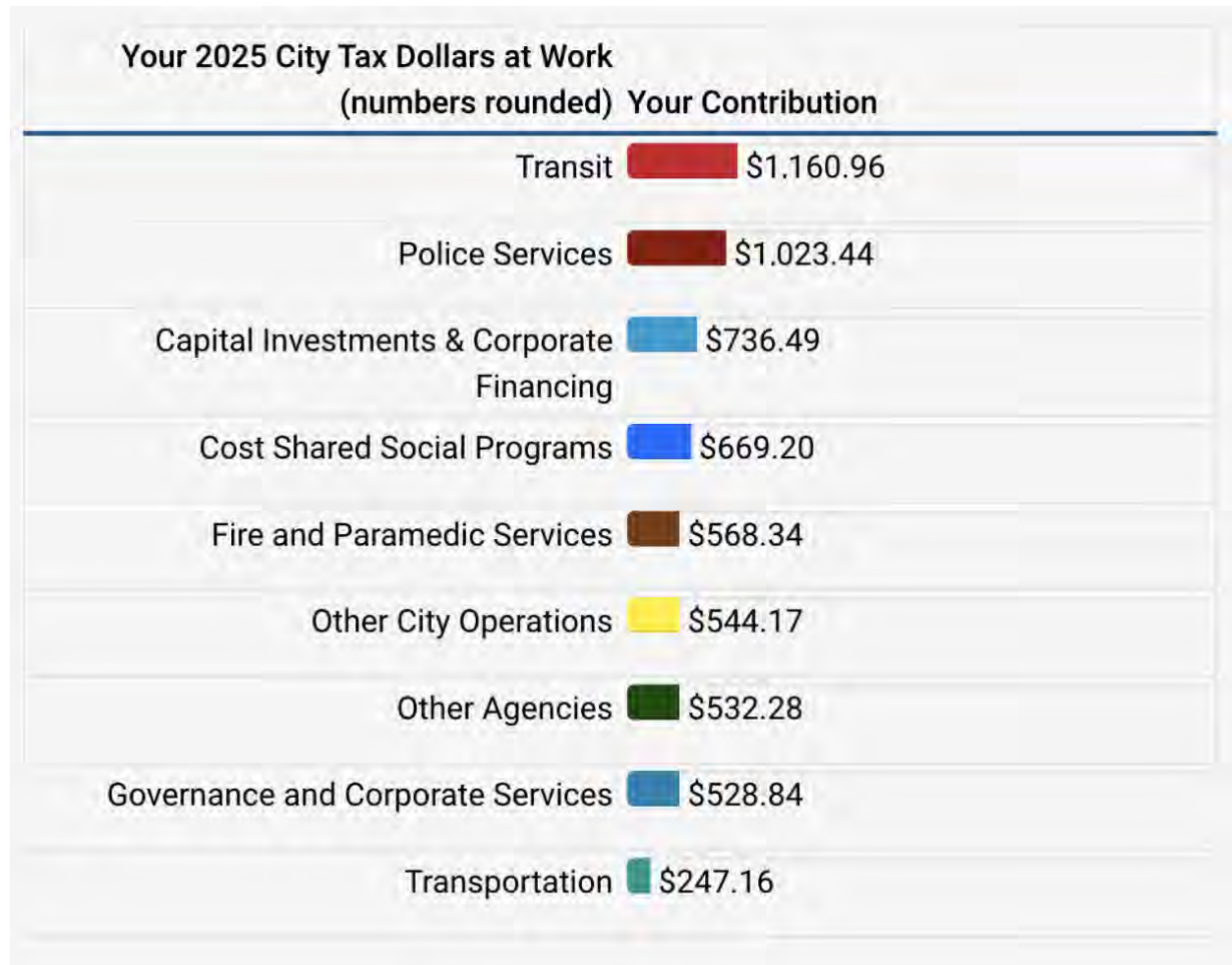
Suburban general rate: \$0.628

Rural general rate: \$0.628

Services provided in this rate: policing, solid waste, recreation programs, planning, libraries, sports fields, playgrounds, administration, fire suppression, street lighting, recreational and community facilities (municipality's share of capital and operating costs), sidewalks including plowing (for urban areas only).

3

³ Halifax Regional Municipality, Municipal Tax Rates, 2025/26 < <https://www.halifax.ca/home-property/property-taxes/tax-rates>>.



4

⁴ City of Toronto, Property Tax Calculator < <https://www.toronto.ca/services-payments/property-taxes-utilities/property-tax/property-tax-calculator/property-tax-calculator/>>.



Tax Rates - 2025-2026	\$/ \$100 Assessment
Residential/Resource	0.885
Commercial	2.28
Area Rates	
Urban Service Rate	0.335
Sewer	0.09
Sewer Capital	0.03
Active Transportation	0.185
Street Lights	0.02
Water Extension	0.005
Fire Protection	0.005
Active Transportation	
Brookfield	0.185
Debert	0.03
Sewer Systems	
Capital - All	0.03
Maintenance	
Tatamagouche	0.09
Brookfield	0.09
Bible Hill	0.09
Great Village	0.09
Debert	0.09
Garbage / Compost Collection & Disposal	
Household	Flat Rate - \$175
Village Rate	
Bible Hill - Residential	0.70
Bible Hill - Commercial	0.87
Tatamagouche - Residential	0.40
Tatamagouche - Commercial	0.44

Introduction

Fire Protection		
Bass River		0.13
Brookfield		0.175
Cobequid		0.18
Cooks Brook		0.05
Debert		0.14
East Stewiacke		0.12
Economy		0.14
Five Islands		0.14
Great Village		0.13
Hilden		0.20
North River		0.16
Onslow Belmont		0.11
Salmon River		0.10
Shubenacadie		0.16
Tatamagouche		0.095
Upper Stewiacke		0.18
Valley Kemptown		0.11
Forest Acreage Fire Rate		0.01 / Acre

5

⁵ Municipality of Colchester, Tax Rates < <https://www.colchester.ca/tax-rates>>.

Introduction



Service name	Percentage (%)	Breakdown
<u>Government of Alberta</u>	37.37%	
Public Safety and Bylaws	18.08%	 Details ▾
Transportation	13.07%	 Details ▾
Enabling Services	7.50%	 Details ▾
Contribution to Capital Investments	9.73%	 Details ▾
Parks, Recreation and Culture	4.55%	 Details ▾
Corporate Programs	2.94%	 Details ▾
Social Programs and Services	2.20%	 Details ▾
Building, Planning and Business	2.02%	 Details ▾
Utilities & Environment	0.83%	 Details ▾
Information and Communication	0.71%	 Details ▾
Tax and property assessment	0.64%	 Details ▾

6

⁶ City of Calgary, Property tax calculator < <https://www.calgary.ca/property-owners/taxes/calculator.html>>.



Section 1

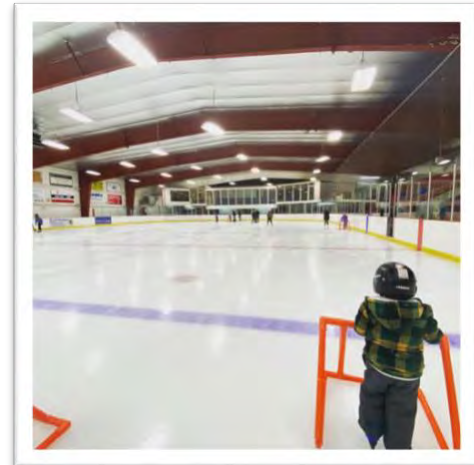
Victoria Highland Civic Centre Property



Section 1: Victoria Highland Civic Centre Lease Agreement

Background

Fifty years ago, the Village of Baddeck signed a lease agreement with the Province of Nova Scotia to secure a location for the Victoria Highland Civic Centre (the "VHCC"), now located at 26 Jessica Wong Lane in Baddeck and identified by PIDs 85022895 and 85168821, as shown in Appendix "A". The Province would not enter into a lease agreement with the VHCC Board, preferring to contract with a local



government. In 2023, the Village signed a renewal of that original lease for an additional 50 years, in order to protect the future of the VHCC.

Proposal

The Village of Baddeck will transfer the lease of the VHCC property to the Municipality of the County of Victoria and going forward, the Municipality will maintain this agreement with the Province of Nova Scotia.

The Village of Baddeck will undertake to complete all the necessary work to allow for this transfer.

Rationale

The Victoria Highland Civic Centre Society's mission is consistent with the Municipality's vision of collaboration and unified connections throughout the County. The Village of Baddeck does not have a recreation mandate, whereas the Municipality has departments dedicated to recreation, active living and community development that align perfectly with the objectives of the VHCC Society and this lease agreement.



In addition, the Victoria Highland Civic Centre serves an area far beyond the Village of Baddeck. That is evident in its name and in the individuals and groups that make use of the facility. The Memorandum of Association of the VHCC Society expressly states that their activities are to benefit Baddeck, Big Baddeck, Little Narrows, Baddeck Bay, Middle River, North River, St. Ann's, South Haven, North Shore, Ingonish and Neil's Harbour.

The Victoria Highland Civic Centre is also the gateway to the multi-use trail that is Municipal in scope and available to all residents of and visitors to Victoria County.

All of this leads to the conclusion that the VHCC is County-wide in its impact and would benefit from the support of Municipal resources.

Objectives

In order to serve all of Victoria County, the Municipality is in the best position to be a party to the lease agreement for the VHCC property. The lease arrangement is beyond the scope of the Village's mandate and is in line with the Municipality's recreation, active living and community development mandates. The future of the VHCC is at a critical point and the Municipality is on track to support its redevelopment with its recent \$1 million donation.

Summary

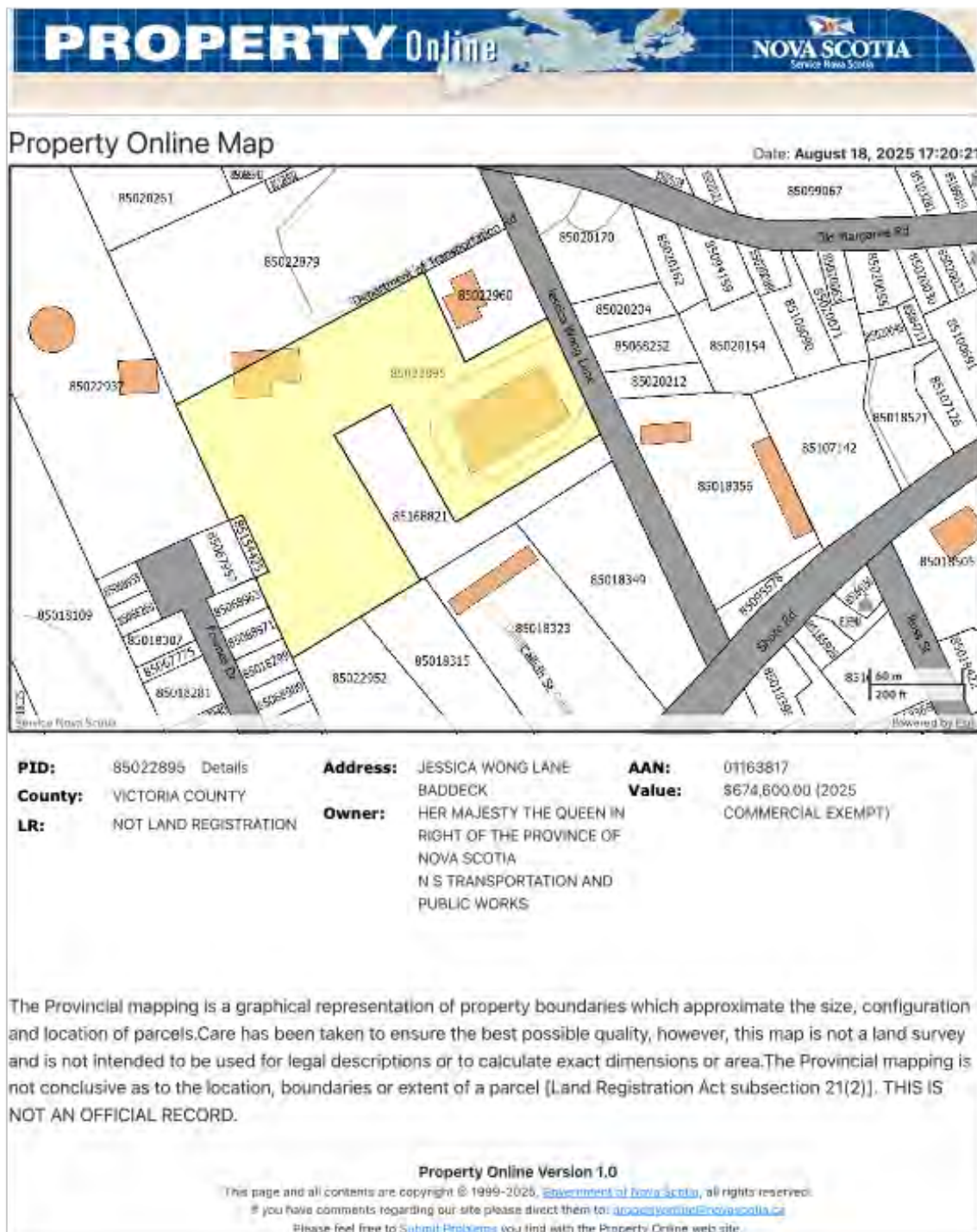
The Village will facilitate the transfer of the lease of the Victoria Highland Civic Centre property to the Municipality, including communicating with the Department of Public Works and completing all the administrative tasks associated with the transfer.

Proposed Agreement Language

See lease agreement attached as Appendix "B".

Appendix "A"

Victoria Highland Civic Centre Property



Appendix "B"

Victoria Highland Civic Centre Property Lease Agreement

DPW File No. 73223

This LEASE is made the 22 day March, 2024

BETWEEN:

HIS MAJESTY THE KING, in Right of the Province of
Nova Scotia, as represented by the Minister of Public Works

(hereinafter called the "**Landlord**")

OF THE FIRST PART

- and -

THE VILLAGE COMMISSIONERS OF BADDECK, a body corporate,
pursuant to Chapter 329 of the Revised Statutes of Nova Scotia 1967, the
Village Service Act

(hereinafter called the "**Tenant**")

OF THE SECOND PART

WHEREAS the Landlord is the owner of certain lands and premises situate at
Baddeck in the County of Victoria, Province of Nova Scotia;

AND WHEREAS the Tenants previous lease expired on August 31, 2023.

AND WHEREAS the Tenant is desirous of entering into possession and
occupation of the lands and premises for the purposes of utilizing the same for
recreational facility purposes;

WITNESSETH that in consideration of the rents and terms hereinafter
reserved and contained, the Landlord and the Tenant covenant and agree as
follows:

1. **THE LEASED LANDS**

1.1 The Landlord hereby leases to the Tenant, lands identified as a
portion of PID 85022895 and PID 85168821, shown on Schedule "A",
attached to and forming part of the Lease (the "Leased Lands"),
containing an area of 9,200 square metres, situate lying and being at
Civic Number 26 & 28 Jessica Wong Lane, Baddeck, Victoria County.
The Tenant agrees to accept the Leased Lands as-is, where-is and in
its current state.

2. **DURATION**

2.1. The term of this Lease shall be for a period of fifty (50) years
commencing on the 1st day of September, 2023 the "Commencement
Date") and ending on the 31st day of August, 2073 (the "Termination
Date") (the "Term"). This Lease shall be automatically renewed for an
additional 25 years under the same terms and conditions, unless
otherwise notified by the Tenant. If the effectiveness of this Lease is
successfully challenged pursuant to the subdivision provisions of the
Municipal Government Act, the Landlord will take such steps as may
be necessary to allow this Lease to be effective.

2.2. If the Landlord sells, transfers or otherwise disposes of all or a portion
of the Lands, it will take such steps respecting subdivision as may be
necessary to allow this Lease to be effective.

Section 2: VHCC Property Lease

3. TERMINATION

- 3.1. This Lease may be terminated by either the Landlord or the Tenant if there is any default, breach or non-observance by the other party of a term or condition of this Lease and if the party in breach has failed to remedy the default, breach or non-observance after being given ninety (90) days' written notice to remedy the same. Upon Termination, the Term or renewal hereby created is at an end and the Landlord may reenter and take possession of the Leased Lands. Upon the termination of this Lease, the Landlord will have the option of retaining any buildings on the Leased Lands or requiring the Tenant to remove any buildings located on the Leased Lands and returning the Leased Lands free and clear of all improvements and returning the Leased Lands back to its original condition prior to this Lease.
- 3.2 The personal property owned by the Tenant and located on the Leased Lands may be removed by the Tenant at any time prior to the termination of this Lease and shall be removed by the Tenant upon such termination.

4. RENT

- 4.1. The Tenant shall pay to the Landlord, as rent, the sum of One Dollar (\$1) (the "Rent") for the Term, payable upon execution of this Lease by the Tenant. The Tenant agrees to pay the Landlord, without the necessity of any demand therefore at the principal office of the Landlord or its agent or any other place designated by the Landlord, without notice, demand, deduction, defalcation or abatement.

5. SERVICES

- 5.1 All services to and for the Leased Lands are to be the sole responsibility of the Tenant including, but not limited to, maintenance, water, sewer, utilities, landscaping, snow plowing, etc.

6. TAXES

- 6.1. Payment of all taxes of any kind relating to the Leased Lands or the Tenant's use and occupation of the Leased Lands are the sole responsibility of the Tenant.

7. SUBLET/ASSIGNMENT

- 7.1. The Tenant shall not be permitted to sublet any portion of the Leased Lands or to assign this Lease, in whole or in part, without the prior written consent of the Landlord, which consent may be withheld by the Landlord at its sole discretion.

8. COMPLIANCE WITH ALL LAWS

- 8.1. The Tenant agrees that its use and occupation of the Leased Lands will comply with all applicable Municipal, Provincial and Federal laws.

9. USE AND OCCUPANCY OF LEASED LANDS

- 9.1. The Tenant shall use the Leased Lands solely for the construction, renovation, development and operation of a recreational facility and for no other purpose.

Section 2: VHCC Property Lease

10. TENANT'S COVENANTS

- 10.1 The Tenant shall observe all of the terms, covenants and conditions of this Lease.
- 10.2 The Tenant covenants and agrees to pay to the Landlord, on demand, any taxes or other additional costs imposed on or incurred by the Landlord as a result of the use by the Tenant of the Leased Lands.
- 10.3 The Tenant agrees that the Tenant, its officers, employees, contractors and subcontractors and others for whom in law the Tenant is responsible, shall not cause any material interference with the use by the Landlord of the balance of the Lands including, without limitation, access and egress to and from the Lands or any other lands adjacent to or contiguous with the Lands owned by the Landlord.
- 10.4 The Tenant agrees to maintain the Leased Lands, during the Term (including grading, infilling, gravelling, snow removal and any other items that would be completed by a prudent owner), and to repair any damage caused to the Leased Lands by the exercise of the Lease granted hereunder.
- 10.5 The Tenant covenants that it will not suffer, permit or cause any damage to the Leased Lands, or any part thereof, or to any buildings, structures or fences situate thereon or any appurtenances thereto.
- 10.6 All work to be performed by the Tenant, in accordance with this Lease, including construction, shall be performed in a timely, and good and workmanlike manner and in accordance with all applicable laws and regulations.
- 10.7 In consultation with the Landlord, the Tenant, at its sole cost and expense, shall install necessary signage around the Leased Lands to indicate the location of the Lands.

11. DEFAULT

11.1 Default and Right to Re-enter

Any of the following constitutes an "Event of Default" under this Lease:

- (a) the Tenant fails to observe or perform any material terms, covenants or conditions of this Lease, other than those terms, covenants or conditions set out in Sections 11.1(b) to (e), inclusive, and, having received written notice from the Landlord of such breach, the Tenant fails to:
 - (i) remedy such breach within Thirty (30) days (or such shorter period as may be provided in this Lease) of written notice to the Tenant;
 - (ii) begin to remedy such breach within Thirty (30) days of written notice to the Tenant even if such breach cannot be reasonably remedied within the time allowed in Section 11.1(a)(i) thereafter proceed diligently to remedy such breach; or
 - (iii) notify the Landlord, within Fifteen (15) days after the Tenant has received written notice from the Landlord, that the Tenant disputes the matters complained of in such

Section 2: VHCC Property Lease

notice, in which case, unless otherwise agreed between the Landlord and the Tenant, such issues shall be determined in accordance with Article 20; if such determination shall be adverse to the Tenant, wholly or in part, the Tenant shall, within Fifteen (15) days after such determination shall have been made, remedy such breach or, if the breach would take longer than Fifteen (15) days to remedy, has commenced the remedy and expeditiously pursues the same.

- (b) the Tenant becomes bankrupt or insolvent; takes the benefit of any statute for bankrupt or insolvent debtors; makes any proposal, assignment or arrangement with its creditors; or any steps are taken or proceedings commenced by any person or entity for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;
- (c) a trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant and not removed within Fifteen (15) Business days;
- (d) the Tenant makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or sublease approved by the Landlord; or
- (e) this Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within Thirty (30) days after the date of such taking, or such longer period if the Tenant is proceeding diligently to have such writ stayed or vacated.

11.2 Default and Remedies

If an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Leased Lands and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the Leased Lands and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant. If the Landlord enters the Leased Lands without notice to the Tenant as to whether it is terminating this Lease under this Section 11.2(a) or proceeding under Section 11.2(b) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 11.2(b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- (b) to enter the Leased Lands as agent of the Tenant to do any or all of the following:
 - (i) relet the Leased Lands for whatever length of time and on such terms as the Landlord, in its discretion, may determine, and to receive the rent therefor;

Section 2: VHCC Property Lease

- (ii) take possession of any property of the Tenant on the Leased Lands, store such property at the expense and risk of the Tenant, or sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
 - (iii) make alterations to the Leased Lands to facilitate their reletting; and
 - (iv) apply the proceeds of any such sale or reletting, first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and, third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;
- (c) to remedy any default under this Lease for the account of the Tenant and to enter upon the Leased Lands for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default. The Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
- (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Leased Lands; and
- (e) to recover from the Tenant the full amount of the current month's Rent together with the next three months' installments of Rent, all of which shall immediately become due and payable as accelerated rent.

12. ENVIRONMENT

- 12.1 Subject to the terms of this Lease, the Tenant accepts the Leased Lands on an as is, where is basis and in its current state. The Tenant is responsible for all environmental conditions existing in, and, about or stemming from the Leased Lands prior to the date of this Lease. The Tenant is responsible for all environmental conditions, including liability for clean-up, arising from its use of the Leased Lands during the Term of this Lease. The Tenant agrees that it will, prior to the Termination Date of this Lease, remediate any environmental conditions arising from its use of the Leased lands. The provision shall survive the termination of this Lease.

13. MAINTENANCE AND MAJOR STRUCTURAL REPAIRS

- 13.1 At all times during the Term, the Tenant shall keep the Leased Lands in a clean, sanitary, orderly and attractive condition and shall not permit refuse, garbage, waste or other loose or objectionable material to accumulate on or about the Leased Lands. The Landlord shall have no responsibility for the care and maintenance of any part of the

Section 2: VHCC Property Lease

Leased Lands. In the event that the Landlord, in its sole discretion, determines that any parts of the Leased Lands are not being maintained by the Tenant in a satisfactory condition, the Landlord reserves the right, in its sole discretion, to enter the Leased Lands and make such repairs it deems necessary in order to maintain the Leased Lands in a presentable appearance and protect it from deterioration. All costs incurred by the Landlord in performing any such repair will, by written notice from the Landlord, be charged to the Tenant.

14. EXCLUSION OF WARRANTIES

- 14.1 No representations, agreements, warranties, conditions or guarantees of any nature whatsoever, whether oral or written, expressed or implied, exist between the Landlord and the Tenant with respect to the Leased Lands, as of the date hereof.

15. INSURANCE

- 15.1 The Tenant, at its own expense, shall purchase and maintain, in full force, during the Term of this Lease and any renewal, the following insurance coverage to protect itself, the Landlord, their successors and assigns and their respective directors, officers, employees, agents and servants.
- (a) Commercial General Liability insurance covering bodily injury, property damage, personal injury, for the Leased Lands and operations arising from the occupancy of the Leased Lands, Tenant's legal liability, contractual liability;
 - (b) The minimum limits of coverage of subsection 15.1(a) above shall not be less than what is commercially reasonable in the circumstances and, in any event, shall not be less than \$5,000,000.00 with respect to each occurrence or accident, \$5,000,000.00 annual aggregate, on an occurrence (not claims made) basis, provided that such insurance limits may be covered by a so-called "umbrella" or "excess" liability policy;
 - (c) All insurance shall be written on a commercially reasonable basis to protect the Tenant and the Landlord, and the Landlord shall be named as an additional insured only with respect to insurance covering operations of the Tenant;
 - (d) The insurance provider shall endeavour to provide a minimum advance written notice to the Landlord of not less than Thirty (30) days, in the event of cancellation, termination, or reduction in coverage or limits, such notice to be made to the Landlord by the Tenant;
- 15.2 The Tenant shall not do or omit to do or suffer anything to be done or omitted to be done on the Leased Lands which will, in any way, impair or invalidate such policy or policies.

16. LIABILITY AND INDEMNITY

- 16.1 The Tenant is the occupier of the Leased Lands and is solely liable to third parties for all activities which take place on the Leased Lands. The Tenant shall not have any claim or demand against the Landlord for any costs, loss, damage or injury of any nature caused to the person or property of the Tenant or third parties and affects the use or occupancy of the Leased Lands by the Tenant or the insurability of any buildings located on the Leased Lands or is due to the negligence of any officer, employee, agent or servant of

Section 2: VHCC Property Lease

the Landlord.

- 16.2 The Tenant shall, at all times, indemnify and save harmless the Landlord or any of its officers, employees or agents from and against all claims, demands, losses, costs, damages, including personal injury or death, actions, suits and other proceedings by whomsoever made, sustained, brought or prosecuted, or from anything done or omitted by the Tenant, in any manner based upon, occasioned by or attributable to the Tenant's use of the Leased Lands, unless such claims result from the negligence of an officer, employee or agent of the Landlord.
- 16.3 The Landlord shall, at all times, indemnify and save harmless the Tenant or any of its officers, employees or agents from and against all claims, demands, losses, costs, damages, including personal injury or death, actions, suits and other proceedings by whomsoever made, sustained, brought or prosecuted, or from anything done or omitted by the Landlord, in any manner based upon, occasioned by or attributable to the Landlord's use of the Leased Lands, unless such claims result from the negligence of an officer, employee or agent of the Tenant.

17. RIGHT OF FIRST REFUSAL

- 17.1 Provided that the Tenant is not in default under this lease, the Tenant shall have a continuous right of first refusal (the "Right of First Refusal") to purchase the Leased Lands as follows:
- (a) in the event that, at any time and from time to time during the Term, the Landlord receives a bona fide offer for the purchase or transfer of the Leased Lands which is acceptable to the Landlord in all respects (the "Acceptable Offer"), the Landlord shall give the Tenant notice of the Acceptable Offer, together with a true and complete copy of the Acceptable Offer (provided that the name of the proposed purchaser may be deleted). An Acceptable Offer shall provide that the purchase price thereunder shall be payable in cash. An agreement of purchase and sale that is conditional on the Tenant not exercising this Right of First Refusal shall be deemed to be an Acceptable Offer. The Landlord agrees that the Tenant, together with its successors and assigns, shall have the prior right to elect to purchase the demised premises for the purchase price contained in the Acceptable Offer, and on the terms and conditions contained in the Acceptable Offer, which right may be exercised at any time within the ninety (90) calendar days following receipt of such written notice of the Acceptable Offer by written notice of such exercise given to the Landlord;
 - (b) if the Tenant does so elect, the notice given by it shall constitute a binding agreement of purchase and sale;
 - (c) if the Tenant does not so elect, the Landlord shall be free to sell on the terms and conditions set forth in the Acceptable Offer and subject to this Lease. Regardless of whether such Acceptable Offer is completed or not, this Right of First Refusal shall remain in force for any subsequent Acceptable Offer.

18. TENANT MORTGAGE

- 18.1 The Tenant shall have the right, at any time and from time to time, with the Landlord's consent, such consent not to be unreasonably withheld, to mortgage, pledge, grant deed(s) of trust, or otherwise

Section 2: VHCC Property Lease

encumber the leaseholds created hereby and all or any portion of the right, title, and interest of the Tenant hereunder, along with the buildings and structure constructed thereon by the Tenant, and to assign, hypothecate the same, as security for the payment of any debt to any mortgagee; provided that no mortgagee, trustee, or other person claiming by, through or under any instrument creating any such encumbrance on the leasehold created hereby shall, by virtue thereof, acquire any greater right in the Leased Lands than the Tenant then had under this Lease; and provided, further, that such Leasehold Mortgage, and the indebtedness secured thereby, shall at all times be and remain subject to all of the conditions, covenants, and obligations of this Lease and to all of the rights of the Landlord hereunder.

19. **NOTICE**

- 19.1 Any notice, request, demand, statement, invoice or payment provided for in this Lease, or any notice which any party desires to give to the other, is required to be made in writing and delivered personally or by courier, registered mail or electronic mail to the address of the relevant party as follows:

For the Landlord:

Public Works
Attention: Director, Real Property Services
1672 Granville Street
PO Box 186
Halifax NS B3J 2N2
Telephone: (902) 424-6038

For the Tenant:

Village Commissioners of Baddeck
492 Chebucto Street
Baddeck, NS B0E 1B0
Telephone: (902) 295-3666

Any such notice, request, demand, statement, invoice or payment will be considered duly delivered:

- (a) at the time of its delivery if personally delivered or sent by electronic mail;
- (b) on the Business Day following transmittal thereof if sent by courier; or
- (c) on the third Business Day following mailing thereof if sent by registered mail.

20. **DISPUTE RESOLUTION**

- 20.1 In the event of any dispute between the Landlord and the Tenant regarding the terms of this Lease, the Landlord and the Tenant agree that the Deputy Minister of the Landlord and a designate of the Tenant, or their designates, will meet within Ten (10) days of either party serving notice of the dispute on the other party, to attempt to resolve the dispute.

Section 2: VHCC Property Lease

21. NOTICE OF LEASE

- 21.1 The Parties agree to execute a Notice of Lease respecting this Lease between the parties in registrable form which the Lessor or Tenant may file at the Victoria County Land Registration Office in the parcel register for the Leased Lands. Upon any termination of the Lease or purchase of the lands by the Tenant, this Notice of Lease may be removed from the parcel register without need for a release of this Notice of Lease.

IN WITNESS WHEREOF His Majesty the King and The Village Commissioners of Baddeck have caused this Lease to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness


Witness

HIS MAJESTY THE KING, in
Right of the Province of Nova Scotia,
as represented by the Minister of
Public Works

Per: _____

Dated: _____

**THE VILLAGE COMMISSIONERS OF
BADDECK**

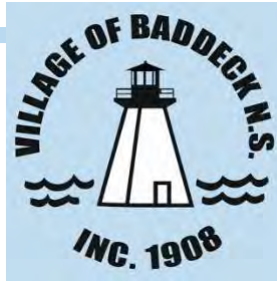
Per: 

Dated: March 22, 2024



Section 2

Accessibility



Section 2: Accessibility

Background

In 2017 Nova Scotia passed the *Accessibility Act* which recognizes accessibility as a human right. That legislation requires all public sector bodies and municipalities prepare and make publicly available an accessibility plan.¹

The Village of Baddeck Accessibility Plan was approved on 22 January 2025. The Village's Accessibility Plan is available at <https://www.baddeckvillage.ca/files/AccessibilityPlan2025.pdf>. That Plan outlines the Village's priorities for improving accessibility within the Village and emphasizes the need for accessible infrastructure, signage, transportation, employment, education and programs and services managed by the Village.

Proposal

The Village and the Municipality will work collaboratively to ensure all of Victoria County implements the *Accessibility Act* in an appropriate manner, including collaboration with the Village of Baddeck to ensure a strong, consistent approach to accessibility is followed throughout the County.

Rationale

Given that the Village of Baddeck is situated within District 3 of the Municipality of the County of Victoria, the Village and the Municipality cannot



¹ *Accessibility Act*, 2017, c 2, s 1 at s 39.

possibly adhere to the *Accessibility Act* in isolation of one another.

The accessibility plan of the Municipality should include the Village of Baddeck, and with our limited mandate, the Village requires collaboration with the Municipality, in order to ensure the purposes of the *Accessibility Act* are achieved throughout Victoria County.

The Municipality's responsibility for the infrastructure within the Village of Baddeck means that the Village cannot meet the objectives of the *Accessibility Act* without the Municipality's participation and cooperation.

Objectives

The objectives of the *Accessibility Act* are extensive and crucial to providing equal rights and opportunities to all persons. It is imperative that all of Victoria County achieve these goals within the timeframe mandated by the *Act*.

By collaborating, we can ensure that the entire County achieves these important objectives.



Summary

Municipalities and public sector bodies are required to adhere to the *Accessibility Act*. Given its location within Victoria County, and the Municipality's responsibility for important infrastructure within Baddeck, the Village of Baddeck must be considered in

the Municipality of the County of Victoria's accessibility plan. The Municipality and the Village can collaborate to ensure the objectives of this important legislation are met.

Proposed Agreement Language

Whereas the Village of Baddeck is located within the County of Victoria;

And whereas the Parties are required to adhere to the Province of Nova Scotia's *Accessibility Act*;

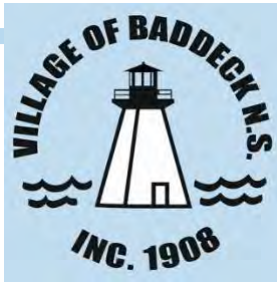
And whereas the Parties recognize that in order to achieve the objectives of the *Accessibility Act*, they must collaborate;

Now therefore in consideration of the mutual covenants set out herein, the receipt and sufficiency of which are hereby acknowledged, the Municipality and the Village agree that they will collaborate on ongoing design and implementation of their accessibility plans by forming a joint accessibility committee made up of representatives from the Village Commission and the Municipality, along with residents of the Village of Baddeck and the other districts of Victoria County and by sharing in the costs associated with improving accessibility in the Village of Baddeck.



Section 3

Beautification, Safety & Maintenance



Section 3: Beautification, Safety and Maintenance

Background

The Village of Baddeck is important to Victoria County. It is densely populated, home to many essential services and a tourism hub. Residents of Victoria County depend on the facilities and services within the Village on a daily basis. During the tourism season, the Village is a destination for visitors and provides employment for residents from many Districts in the Municipality and beyond. Because of this, it is crucial that the Village present a safe, accessible and welcoming environment for people.



Recognizing the limited tax base and the importance of efficiency, sustainability and fiscal responsibility, the Village of Baddeck Strategic Plan emphasizes the Village's responsibility in maintaining Village-owned public spaces.

Historically, the Village has provided beautification and maintenance services, which have included the upkeep of flower beds, the installation of hanging baskets and Christmas decor, the placement of benches and garbage receptacles, the collection and disposal of garbage and the installation and maintenance of overhead lighting throughout the Village.

These initiatives have come at significant expense for the Village. These costs are in addition to the salaries paid to Village Public Works employees for their work and the supplies required for these initiatives. See a summary of these costs in Appendix "A"

These projects have been funded by Village tax revenue, revenue generated by the Community Wharf and Provincial grants. In 2025, the Village received no such Provincial grant.

Proposal

The Village and the Municipality will work collaboratively to continue beautification projects within the Village. The Municipality will provide financial support for these beautification initiatives.

The Village will no longer provide garbage and recycling collection within the Village. The Municipality will continue to provide this service within the Village, as they do throughout Victoria County.

Rationale

As a central community that offers extensive services for residents of Victoria County and visitors to the area, it is important that Baddeck be presented in the best



way possible. The Village Commission recognizes the importance of beautification initiatives within the Village, but given the current financial position of the Village, it is necessary that we be supported in this work.

The limited tax base of the Village of Baddeck cannot support the extensive beautification projects that the Village has undertaken in the past. It would be irresponsible of the Village Commission to continue to fund landscaping products and services located on private properties. Without financial support from the Municipal and Provincial governments, the Village simply cannot continue to afford these initiatives.

The collection of garbage, recycling and organic waste is an essential service provided by the Municipality throughout Victoria County and paid for by Municipal taxes.

Objectives

Beautification projects within the Village of Baddeck will continue with the support of the Municipal and Provincial governments. The cost to the Village taxpayers will be reduced, in recognition of the requirement to be fiscally responsible.

The Municipality and the Village will partner to ensure Baddeck is presented in a positive way for residents and visitors alike to enjoy.

Summary

Baddeck is a hub in Victoria County and should be presented in the best way possible. The beautification initiatives undertaken by the Village in the past have contributed to the financial strain currently faced by the Village. By partnering with the Municipality, the Village can continue to undertake beautification projects.

The prohibitive cost of providing garbage and recycling removal within the Village requires the Village to stop this service in favour of residents using the garbage, recycling and organic waste removal service provided by the Municipality.

Proposed Agreement Language

Whereas the Parties recognize that the Village of Baddeck is located within the County of Victoria and provides services and infrastructure to the residents of the Village of Baddeck, as well as residents of Victoria County outside the Village of Baddeck;

And whereas the Village of Baddeck is a hub for tourism within Victoria County;

And whereas the Parties recognize that it is important that Baddeck continues to be presented as an attractive and safe place to visit;

Now therefore in consideration of the mutual covenants set out herein, the receipt and sufficiency of which are hereby acknowledged, the Municipality and the Village agree that they will collaborate on future beautification initiatives, including landscaping products and services within the Village of Baddeck.

Appendix “A”

2024/2025 Beautification Expenses

Item	Total Cost
Flowers & Landscaping	\$12,584.18
Planning/Development	\$7,244.00
Tipping Fees	\$1,021.40
Total	\$20,849.58



Section 4

Baddeck Community Club Property



Section 4: Community Club Property

Background

The Community Club Property, located on Shore Road has a rich history in the Village of Baddeck. It was home to the original Baddeck Academy, built in 1880. Victoria County Council sold the property to the Baddeck Community Club in 1960 when the Academy building was removed. In 1961, a monument was erected on the site to commemorate the history of the school and the founding of the Home and School movement. The tennis courts were constructed in 1974. The Village began maintaining the landscaping on the property in 1987.



In 2024, the property was formally transferred to the Village of Baddeck with the understanding that the property would be used as a greenspace property with an emphasis on recreation and youth. That same year a Community Club Subcommittee of the Village of Baddeck was struck.

There is a road allotment that runs the length of the western boundary of the property (see map attached as Appendix "A"). The Village of Baddeck has submitted an application to the Department of Public Works to acquire the road allotment, but we have yet to hear back with a clear answer. The future of this road reserve is paramount to how the property will be developed and utilized going forward.

During the Baddeck Quest, in August of 2024, one of the stops included collecting feedback around proposed use of the property. Feedback from the

participants that day highlighted a strong desire for a variety of recreational and relaxation spaces, with an emphasis on family-friendly amenities like playgrounds, sports courts, and picnic areas. The community values natural beauty, calling for vibrant gardens and native plants that foster tranquility. There's also a keen interest in engaging activities and educational opportunities that promote local connections, ultimately enhancing the overall quality of life in the community.

With the Community Club property now being owned by the Village, it is maintained by Village Public Works staff (including garbage and recycling collection, disposal and tipping fees, mowing, etc.) and those costs are being covered by the area tax rate. We anticipate embarking on the next phase of development – planning for future use, in the upcoming fiscal year.

Proposal

The Village and the Municipality will work together to secure the formal transfer of the Community Club Property road allotment from the Province to the Municipality or the Village.

The Municipality will participate in the planning and development of the Community Club Property by supporting the Village's applications for grants and contributing Municipal funding where appropriate.

Rationale

The Community Club Property is a location of historical importance in the local area and beyond. It is this history, combined with its natural potential, that make the Property even more significant.

Again, Baddeck is a central location for Victoria County residents. Our school welcomes students from as far as Wreck Cove, Little Narrows and Middle River. With an emphasis on recreation and youth, it is the school community that will significantly benefit from the development of the Community Club Property. It will be a space that will welcome all Victoria County residents and allow for families of all ages to enjoy the natural beauty of Baddeck. The objectives for the Community Club Property align squarely with the Municipality's recreation and active living mandates.

In this way, the Community Club Property can benefit all of Victoria County but can only do so with assistance and support from the Municipality.

Objectives

In alignment with the wishes of the Community Club, the Property will be developed to facilitate recreational use, particularly by young people in Victoria County. The development will create a welcoming environment where community can gather. In particular, it will provide a natural space where those who live outside the Village of Baddeck can spend time. For students who may not live within walking distance of Baddeck Academy, the Community Club Property can be a safe space where they can feel at home.

Summary

The Community Club Property on Shore Road in Baddeck has immense potential to be a welcoming community space that can be used by all residents of Victoria County. The goal is to create a recreational area that will be enjoyed by the youth of Victoria County in particular.

The Village needs the support of the Municipality to make this a reality. The first priority is to obtain ownership of the road allotment that runs along the western boundary of the Property. Once that is complete, the Village will look to the Municipality to assist with raising the funds necessary to develop and operate the Property going forward.

Proposed Agreement Language

Whereas the Baddeck Community Club transferred ownership of their Property located on Shore Road in Baddeck (hereinafter referred to as the “Property”) to the Village of Baddeck in 2024;

And whereas the Community Club stipulated that the Property should be used for recreational purposes with an emphasis on youth;

And whereas feedback from the community indicates that the Property should be used as a family-friendly space for recreation and relaxation, with gardens and natural elements;

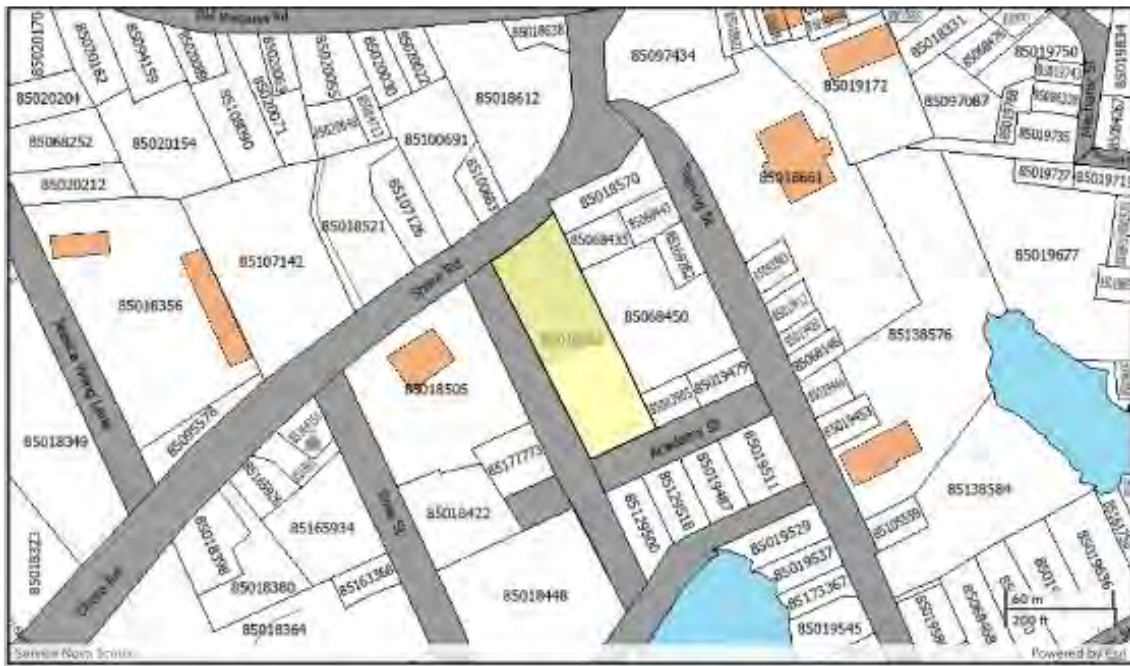
And whereas the Village requires the support of the Municipality in order to achieve the objectives for the Property;

Now therefore in consideration of the mutual covenants set out herein, the receipt and sufficiency of which are hereby acknowledged, the Municipality and the Village agree as follows:

1. The Parties will together enter discussions with the Province of Nova Scotia in order to secure the transfer of the road allotment that runs along the western boundary of the Property.
2. Where appropriate, the Municipality will support the Village in their applications for funding grants.
3. The Municipality will consider funding requests from the Village for the development and operation of the Property and provide funding where appropriate.

Appendix “A”

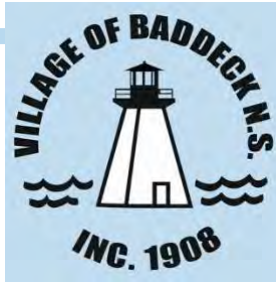
Community Club Property Map





Section 5

Canada Community Building Fund

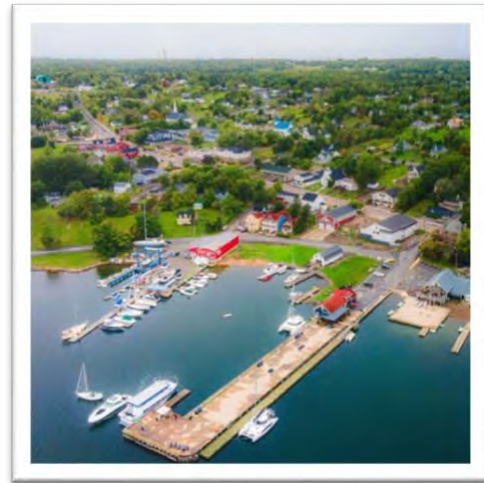


Section 5: Canada Community-Building Fund

Background

The Canada Community-Building Fund (CCBF) provides funding up front to provinces and territories, who in turn transfer this funding to their communities.¹

As a transfer-based program, communities rely on provincial and municipal governments to ensure funds are being transferred to the appropriate community projects.



Prior to 2024, the Village of Baddeck received 15% of the CCBF allotment received by the Municipality.

Proposal

The Municipality of the County of Victoria will continue to transfer approximately 15% of the annual CCBF allotment to the Baddeck Water Treatment Utility and the Baddeck Wastewater Treatment Utility.

Rationale

The CCBF is a stable, predictable and indexed source of funding provided to provinces and territories with the expectation that funds are then transferred to communities. This funding allows local communities to make strategic investments in

¹ Housing, Infrastructure and Communities Canada - The Canada Community-Building Fund Website, Accessed 11-22-24 <<https://housing.infrastructure.canada.ca/ccbf.fdcc/index.eng.html>>.

essential infrastructure, such as roads and bridges, public transit, drinking water and wastewater infrastructure and recreational facilities.²

The population of the Village of Baddeck represents approximately 11% of the whole population of Victoria County. The population of District 3 represents approximately 14% of the whole population of Victoria County.³ The Village provides water and wastewater services to District 3. The Village of Baddeck is the most densely populated community in Victoria County and provides a multitude of services to the whole of the County. As a hub in Victoria County, Baddeck is home to a hospital, school, municipal offices, a volunteer fire department, daycare, visitor information centre, grocery store, post office, financial institutions and numerous restaurants, accommodations and shops, along with several other services.

	Victoria County	Village of Baddeck	Water and/or wastewater operated by VOB
Population	7441	818	1029*
Percentage of Population	100%	11%	14%
Population Density	2.6 people/sq km	388.6 people/sq km	-

**Based on a property by property estimate.*

The CCBF is designed precisely to support areas with urban density where more infrastructure is located. In Victoria County, Baddeck is at the forefront of community infrastructure that serves the entire Municipality and is by far the most densely populated community in the Municipality.

While it is likely that the infrastructure contributions of the Village represent more than 15%, the Commission recognizes the importance of ensuring the CCBF achieves far-reaching benefits. It is an important time to foster development in District 3, in alignment with the Municipality's focus on sustainable growth in the County. It will be

² *Ibid.*

³ Census Profile, 2021 Census of Population, Baddeck, Class IV area (CFA) Nova Scotia
<<https://www12.statcan.gc.ca/census-recensement/2021/dp-pd/prof/details/page.cfm?Lang=E&SearchText=Baddeck&DGUIDlist=2021A0006120003&GENDERlist=1,2,3&STATISTIClist=1&HEADERlist=0>>.

necessary for the Village water and wastewater utilities to meet the needs associated with this growth. If there are specific projects that the Municipality would like to prioritize for District 3 or adjacent Districts, the Commission requests that the CCBF transfer to the Village be increased to account for those projects.

Objectives

The Village's share of the CCBF funds would be wholly used to support the water and wastewater infrastructure managed by the Village to ensure we have a safe and reliable water and wastewater system for many years to come. CBCL Engineering and Environmental Design Services is currently performing a complete infrastructure assessment of the Village water and wastewater systems (see excerpts from their presentation to the Commission attached as Appendix "A"). Their report will provide a clear picture of what infrastructure projects are necessary. At this stage, we know that the following projects are unavoidable:

Water Infrastructure Capital Plan

- Remove booster Pump Control Valves, and use the pump Variable Frequency Drives to prevent pressure surges in the system;
- Supply and install new two new turbidimeters with auto cleaning;
- Purchase and store a backup pump for each well;
- Add backup power to well buildings to ensure that they can operate in the event of an extended power outage;
- Ensure backup power is available for Water Treatment Plant;
- Continue efforts to locate and repair leaks;
- Make application to Nova Scotia Environment to increase the water withdrawal limit;
- Calibrate the pH and conductivity probes at least once/year;
- Install a new production well and well building;
- Install a Pressure Reducing Valves chamber, which would lower system pressures and help to reduce water loss;

- Either abandon concrete reservoir, or pre-chlorinate water prior to reservoir and make repairs to reservoir;
- Abandon 100mm line on Twining Street;
- Replace watermains with larger (generally 200mm) pipe sizes and add loops to the system where feasible in order to improve available fire flows;
- Upgrade access to the wells to make access more reliable;
- Replace Water Treatment Plant with a newer, smaller, more energy efficient building would likely be preferred to upgrading the existing building;
- Replace water storage tank with a larger storage volume tank.

Wastewater Infrastructure Capital Plan

- Install a de-watering system so that solids can be disposed of in a more environmentally and fiscally sustainable way;
- Upgrade control panel system for safety and monitoring;
- Purchase and installation of a generator;
- Install lift stations as required; and
- Replace aging sewer lines.

Summary

Based on the historical agreement between the Municipality and the Village, the population of the Village of Baddeck and the contributions that the Village makes to the whole of Victoria County, the Commission requests that the Village continue to receive 15% of the CCBF funding that the Municipality receives annually.

Proposed Agreement Language

Whereas the Canada Community-Building Fund (hereinafter referred to as the “CCBF”) provides funding that allows local communities to make strategic investments in essential infrastructure;

And whereas the Municipality of the County of Victoria receives CCBF funding annually;

And whereas the Parties recognize that the Village of Baddeck is located within the County of Victoria and provides services and infrastructure to the residents of the

Village of Baddeck, as well as residents of Victoria County outside the Village of Baddeck;

Now therefore in consideration of the mutual covenants set out herein, the receipt and sufficiency of which are hereby acknowledged, the Municipality and the Village agree as follows:

1. The Municipality will transfer at least 15% of their annual CCBF allotment to the Village of Baddeck for infrastructure projects identified by the Village;
2. The Municipality will transfer additional CCBF funds for infrastructure projects within the Village of Baddeck identified by or supported by the Municipality.

Appendix “A”

CBCL Infrastructure Recommendations



Infrastructure Capital Plan

Short Term Upgrades

1. Booster Pump Control Valves could be removed from the system, and the pump VFDs used to prevent pressure surges in the system.
2. Supply and install new two new turbidimeters with auto cleaning.
3. Purchase and store a backup pump for each well.
4. Add backup power to well buildings to ensure that they can operate in the event of an extended power outage.
5. Ensure backup power is available for WTP.
6. Continue efforts to locate and repair leaks.
7. Application should be made to NSE to increase the water withdrawal limit.
8. The pH and conductivity probes should be calibrated at least once/year.



Infrastructure Capital Plan

Medium Term Upgrades

1. Installation of a new production well and well building.
2. Consider installation of a PRV chamber, which would lower system pressures and help to reduce water loss.
3. Either abandon concrete reservoir, or pre-chlorinate water prior to reservoir and make repairs to reservoir.
4. Abandon 100mm line on Twinning
5. As older, smaller watermains are replaced in the distribution system, consideration should be given to replacing them with larger (generally 200mm) pipe sizes and adding loops to the system where feasible in order to improve available fire flows.





Infrastructure Capital Plan

Long Term Upgrades

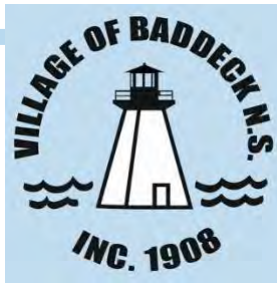
1. Consideration should be given to upgrading access to the wells to make access more reliable.
2. Building Condition Assessment identified a number of issues with the existing WTP. Due to the general age/condition of the building, replacing the building with a newer, smaller, more energy efficient building would likely be preferred to upgrading the existing building.
3. When the water storage tank is eventually replaced in the long-term, a larger storage volume should be considered along with abandonment of the in-ground concrete reservoir.





Section 6

Water & Wastewater Infrastructure

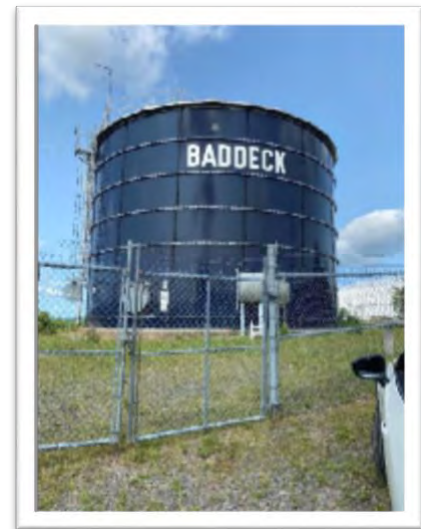


Section 6: Water and Wastewater Treatment and Distribution Infrastructure

Background

The Village of Baddeck has long operated both water and wastewater utilities for residents and businesses within both the Village boundaries and beyond (see System Map attached as Appendix “A”). These systems are essential for community health, environmental protection, and economic development.

The current model places a disproportionate financial responsibility on the Village’s small tax base to maintain infrastructure that serves and benefits a much wider area. As such, it is time to transition to a shared governance and funding model that aligns with the true regional scope of the systems and reflects Municipal responsibilities more accurately.



Key Realities:

- **Regional Reach:** Portions of the water and wastewater systems extend beyond the formal limits of the Village of Baddeck.
- **Infrastructure Pressures:** The systems are impacted by planning decisions at the municipal level—especially land use, zoning, and economic development—without being resourced by the Municipality.
- **Critical for Growth:** The capacity and sustainability of these systems are key determinants of future housing, tourism infrastructure, and business growth.

In 2025, CBCL Limited presented the Village Commission with the findings of their assessment of the Village's water infrastructure. Their report identified the work that must be completed in the short-term, medium term and long-term in order to ensure the continued viability of the Village water system. You can see those recommendations in Appendix "B". These projects will come at a significant expense to the Village (see cost projections in Appendix "C"). CBCL is continuing to study the wastewater infrastructure and we anticipate receiving their report, which will include a capital infrastructure plan specifically for the wastewater system. We will forward that to the Municipality as soon as we have it.

Proposal

The Village of Baddeck will continue to manage and operate the water and wastewater systems, with no changes to staffing or service quality.

Operational decisions, budgeting, and capital planning will remain local, but will benefit from increased regional investment and strategic planning support from the Municipality of the County of Victoria.

The Municipality will continue the transfer of 15% of their Canada Community Building Fund allocation directly to the Village.

The Municipality will contribute capital investment to the upgrading and expansion of the water and wastewater systems.



Rationale

Shared responsibility for the water and wastewater systems will allow for integration of these systems with Municipal growth planning, enabling forward-thinking housing, tourism and commercial development. Collaboration also supports the need to meet environmental and provincial regulatory requirements.

Coordinated funding applications will help to improve long-term sustainability. At the same time, the continued oversight by the Village leverages the operational capacity of the current personnel and maintains local accountability and responsiveness.

Objectives

By contributing to these projects, the Municipality acknowledges the shared use of these systems beyond the Village of Baddeck and recognizes the critical role they play in infrastructure planning and capacity management.

With the assistance of the Municipality, the Village can continue to provide high-quality water and wastewater services without disruption. As a central location in Victoria County that offers extensive services to residents and visitors alike, these infrastructure services are of utmost importance to the entire County.

This collaborative model will allow for big picture thinking and create capacity for long-term planning, including infrastructure renewal, environmental compliance and expansion based on regional growth goals.

Summary

The water and wastewater systems currently managed by the Village of Baddeck are regional in scope and essential for development and livability across District 3 and beyond. This proposal outlines a path toward a Municipally-funded service model that maintains local operation but introduces regional financial responsibility.

Proposed Agreement Language

Whereas the Village of Baddeck water and wastewater system serves properties beyond the boundaries of the Village of Baddeck;

And whereas the Parties recognize that the Village of Baddeck is located within the County of Victoria and provides services and infrastructure to the residents of the Village of Baddeck, as well as residents of Victoria County outside the Village of Baddeck;

And whereas the Village of Baddeck tax revenue is collected from residents and businesses within Village boundaries only;

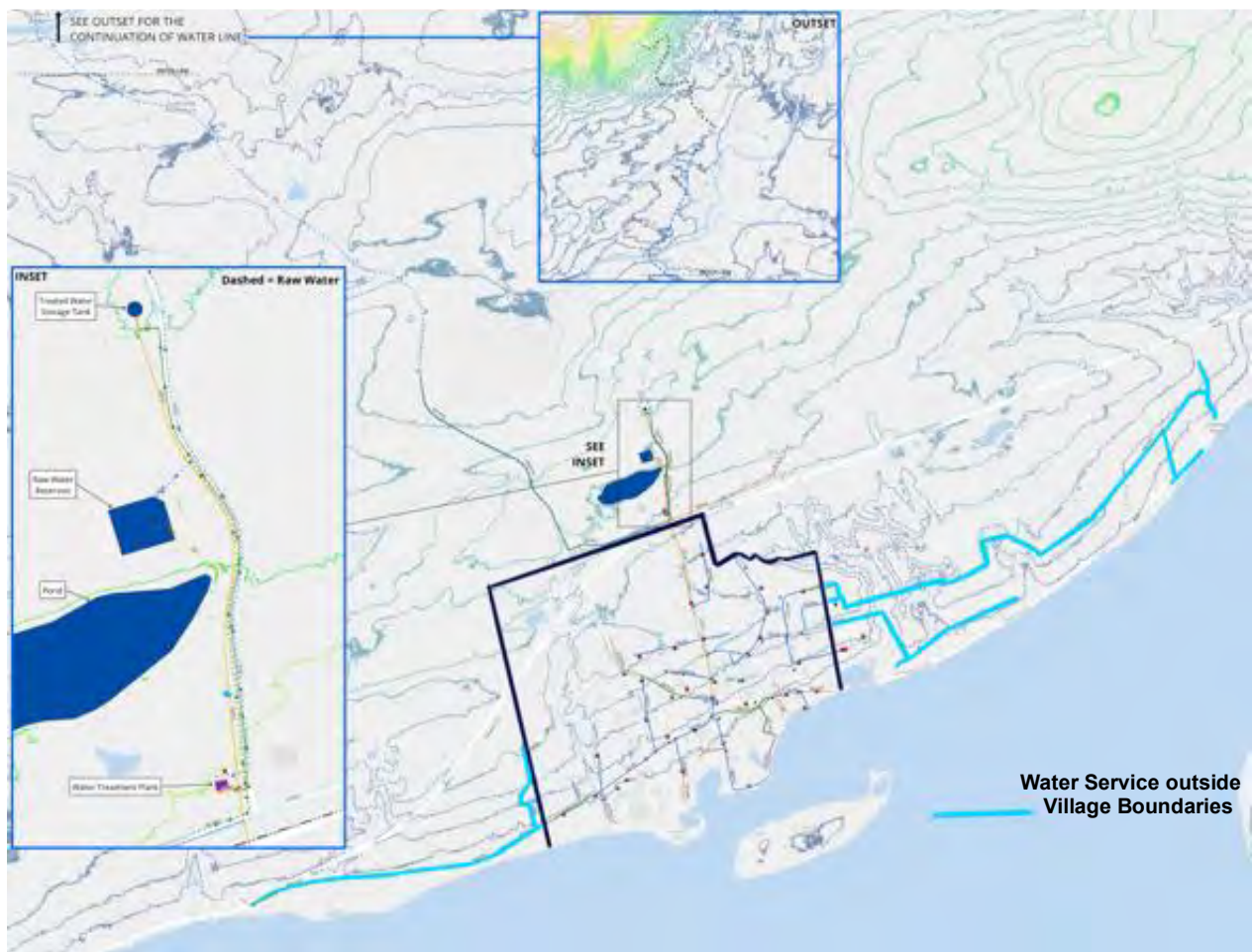
And whereas this limited tax revenue is used to support water and wastewater services and infrastructure beyond the boundaries of the Village of Baddeck;

Now therefore in consideration of the mutual covenants set out herein, the receipt and sufficiency of which are hereby acknowledged, the Municipality and the Village agree as follows:

1. The Municipality and the Village will collaborate and cooperate to facilitate the ongoing success of the Village water and wastewater systems, by contributing to planning, maintenance and improvement of the systems;
2. Where appropriate, the Municipality will support the Village in their applications for funding grants;
3. The Municipality will consider funding requests from the Village for water and wastewater infrastructure projects and provide funding where appropriate.

Appendix “A”

Water and Wastewater System Map



Appendix “B”

CBCL Infrastructure Capital Plan



Infrastructure Capital Plan

Short Term Upgrades

1. Booster Pump Control Valves could be removed from the system, and the pump VFDs used to prevent pressure surges in the system.
2. Supply and install new two new turbidimeters with auto cleaning.
3. Purchase and store a backup pump for each well.
4. Add backup power to well buildings to ensure that they can operate in the event of an extended power outage.
5. Ensure backup power is available for WTP.
6. Continue efforts to locate and repair leaks.
7. Application should be made to NSE to increase the water withdrawal limit.
8. The pH and conductivity probes should be calibrated at least once/year.



Infrastructure Capital Plan

Medium Term Upgrades

1. Installation of a new production well and well building.
2. Consider installation of a PRV chamber, which would lower system pressures and help to reduce water loss.
3. Either abandon concrete reservoir, or pre-chlorinate water prior to reservoir and make repairs to reservoir.
4. Abandon 100mm line on Twinning
5. As older, smaller watermains are replaced in the distribution system, consideration should be given to replacing them with larger (generally 200mm) pipe sizes and adding loops to the system where feasible in order to improve available fire flows.



Infrastructure Capital Plan

Long Term Upgrades

1. Consideration should be given to upgrading access to the wells to make access more reliable.
2. Building Condition Assessment identified a number of issues with the existing WTP. Due to the general age/condition of the building, replacing the building with a newer, smaller, more energy efficient building would likely be preferred to upgrading the existing building.
3. When the water storage tank is eventually replaced in the long-term, a larger storage volume should be considered along with abandonment of the in-ground concrete reservoir.

Section 6: Water and Wastewater Treatment and Distribution Infrastructure

Appendix “C”

Water Infrastructure Capital Plan Costs

Table 7.1 Implementation Plan

Term	Item No.	Item Description	Location	Unit	Quantity	Unit Rate	Cost
Short Term	A1	Supply and install of two new Hach Turbidimeters with auto cleaning	Well Buildings	each	2	\$24,500	\$49,000
	A2	Remove booster pump control valve and use VFDs to prevent pressure surges in the system	Well Buildings	each	2	TBD	TBD
	A3	Purchase and store a backup for each well pump	Well Buildings	each	2	\$14,000	\$28,000
	A4	Add backup power to well buildings	Well Buildings	each	2	\$155,400	\$310,800
	A5	Add backup power to WTP	WTP	L.S.	1	\$172,900	\$172,900
	A6	Continue efforts to locate and repair leaks	Throughout system	-	-	-	-
	A7	Application to NSE to increase water withdrawal limit	existing location	L.S.	1	\$10,000	\$10,000
	A8	Calibrate pH and conductivity probes	Well Buildings	each	2	-	-
SHORT TERM Total							\$571,000
Intermediate Term	B1	Installation of new production well and well building with backup power	Wellfield	each	1	\$966,000	\$966,000
	B2	Upgrade access to wells	Existing Site	L.S.	1	\$330,000	\$330,000
	B3	Install PRV Chamber	Twining Street	each	1	\$350,000	\$350,000
	B4	Either abandon concrete reservoir, or repair and pre-chlorinate.	existing location	L.S.	1	TBD	TBD
	B5	Abandon 100mm line on Twinning	Twinning	L.S.	1	\$42,000	\$42,000
	B6	Continue to make improvements to distribution system	various	m	-	-	-
INTERMEDIATE TERM Total							\$1,688,000
Long Term	C1	New WTP Building	Existing Site	L.S.	1	\$560,000	\$560,000
	C2	Replace tank with larger volume tank to allow for abandonment of concrete reservoir	Existing Site	L.S.	1	\$2,240,000	\$2,240,000
LONG TERM Total							\$2,800,000
Total Construction Cost							\$5,059,000
THIS OPINION OF PROBABLE COSTS IS PRESENTED ON THE BASIS OF EXPERIENCE, QUALIFICATIONS, AND BEST JUDGEMENT. IT HAS BEEN PREPARED IN ACCORDANCE WITH ACCEPTABLE PRINCIPLES AND PRACTICES. MARKET TRENDS, NON-COMPETITIVE BIDDING SITUATIONS, UNFORESEEN LABOUR AND MATERIAL ADJUSTMENTS AND THE LIKE ARE BEYOND THE CONTROL OF CBCL LIMITED. AS SUCH WE CANNOT WARRANT OR GUARANTEE THAT ACTUAL COSTS WILL NOT VARY FROM THE OPINION PROVIDED.							

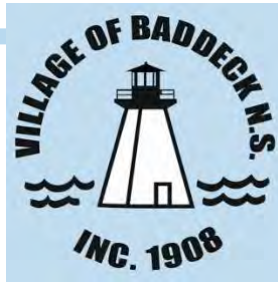
Notes:

- 1 Construction Cost Estimates are presented in 2025 dollars.
- 2 Estimates include contingencies for Design Development - 25% and Engineering/Topo Survey/Geotechnical - 15%
- 3 Estimates do not include Land Acquisition or Legal Survey



Section 7

Waterfront Baddeck



Section 7: Waterfront Baddeck

Background

The Baddeck Waterfront encompasses the Baddeck Community Public Wharf (and the public washrooms located at 526 Chebucto Street), the Gateway entry to the wharf (the bus drop off/pickup lane, parking, gardens and benches), the Baddeck Boardwalk and Kidston Island. The Village of Baddeck owns and operates these properties and prioritizes the sustainability and accessibility of these public spaces.



Waterfront Baddeck is a subcommittee to the Village Commission and provides recommendations and support for the operation of the Waterfront. The volunteers work tirelessly and are a critical component of the management, operation, planning and sustainability of the Waterfront.

Historically, the Waterfront has had many lives. At one time, extensive trade took place on the Baddeck Waterfront, where large freight and passenger ships arrived. Beginning in the 1840s, Baddeck's rich boat building industry flourished.¹

Kidston Island is an important component of the Baddeck Waterfront. It has a rich history and provides natural protection to Baddeck harbour. The Island is accessible to all during the summer, thanks to the ferry service currently run by the Baddeck Lions Club. The first lighthouse on Kidston Island was constructed in 1875 and the present lighthouse was built in 1912. Still operational today, the Kidston Island lighthouse is an iconic landmark in Victoria County.

Regardless of its role, the Baddeck Waterfront has always been a hub for Victoria County.



There are aspects of the operation of the Waterfront that are beyond the mandate and jurisdiction of the Village. The ongoing success of the Waterfront is dependent on support from the Municipality. Not just financially, but also in the

¹ Mary Pinaud, "The History of Baddeck," 1997.

enforcement of parking laws and the development of strategies to attract residents and visitors alike to the area.

Given its age, the Kidston Island lighthouse will soon be in need of structural repairs and improvements to ensure it continues to stand for generations to come.

Proposal

The Village and the Municipality will work collaboratively to ensure the ongoing success of Waterfront Baddeck. Representatives from the Municipality will attend Waterfront Baddeck Committee meetings and engage with Waterfront Baddeck. The Village and the Municipality will work together to develop a marine tourism strategy for the whole Municipality, with Waterfront Baddeck taking a leadership role in this initiative.

The Municipality will provide beautification and maintenance support for the Waterfront to align with the proposal outline in Section 3, which will include landscaping and garbage removal services.

The Municipality and the Village will collaboratively advocate for increased signage from the Provincial Department of Public Works relating to parking restrictions. The Municipality will assist with the enforcement of parking laws throughout the Village by requesting the issuance of tickets for violations of parking laws.

The Municipality will consider proposals from the Village for ways in which the Municipality can contribute financially to capital projects on the Waterfront.

Rationale

As a central community that offers extensive services for residents of Victoria County and visitors to the area, it is important that Baddeck provide a safe, accessible and beautiful destination for residents and visitors alike.

The Baddeck Waterfront is an important destination for people and provides exceptional access to the Bras d'Or Lakes. It is a major draw for tourism and also facilitates important commercial activity in Victoria County. It is a destination for those travelling by boat as well, with docking services, a marina and a local yacht club. The

initiatives spearheaded by Waterfront Baddeck recognize the importance of public access to the Waterfront and Bras d'Or Lakes.

Objectives

With the extensive services Baddeck offers, it is important that it remains a welcoming and accessible destination. The Waterfront is central to that. It provides important services for boaters but also provides an opportunity for those without boats to enjoy the Bras d'Or Lakes. The history of the Waterfront must continue to be acknowledged and celebrated and it must be maintained so that residents and visitors can continue to enjoy it for generations to come.

Summary

The Baddeck Waterfront is a focal point for Victoria County, offering beautiful scenery, access to the Bras d'Or Lakes and important services for residents and visitors alike. As a central location in Victoria County where boaters can access much-needed services, the Waterfront must be celebrated and protected. The Village is limited in what we can do to ensure the Waterfront continues to thrive and it is in the interest of all of Victoria County that the Village and the Municipality work together to ensure it is a safe and welcoming area for all.

Proposed Agreement Language

Whereas the Village of Baddeck Waterfront (hereinafter referred to as the "Waterfront") is a central location for visitors and residents to visit;

And whereas, it is important that the Waterfront be a safe, accessible and welcoming location for all those in Victoria County;

And whereas the Village of Baddeck is limited in their ability to support the continued management and operation of the Waterfront;

And whereas it is in the best interests of the Village and the Municipality to ensure the ongoing success of the Waterfront;

Now therefore in consideration of the mutual covenants set out herein, the receipt and sufficiency of which are hereby acknowledged, the Municipality and the Village agree

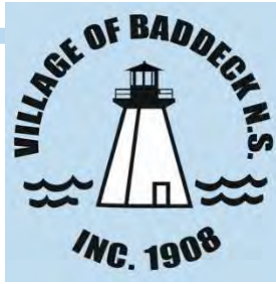
that they will collaborate and cooperate to facilitate the ongoing success of the Waterfront, by contributing to maintenance and beautification services, safety and accessibility initiatives and capital projects.





Section 8

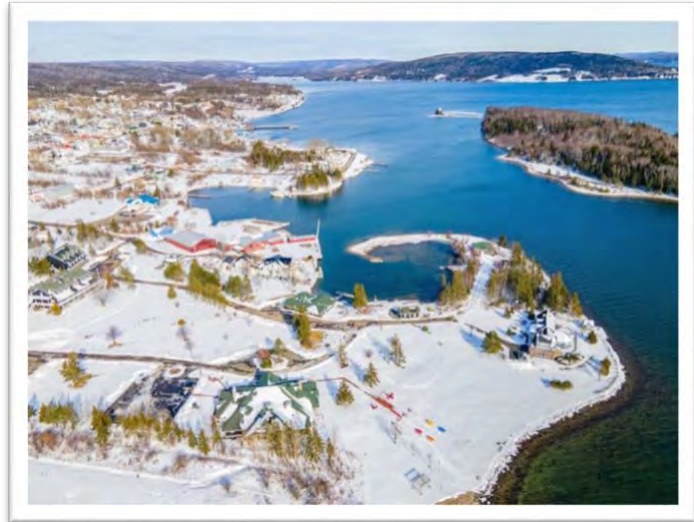
Sidewalk Maintenance & Safety



Section 8: Sidewalk Safety and Maintenance

Background

Sidewalks were installed in the Village of Baddeck beginning in the 1980s. In September 2023, the Village Commission began expressing concern about the condition of the Village sidewalks and seeking guidance on the best way to remedy these issues (see letter to the Municipality, the Minister of Public Works, MLA for



Victoria-The Lakes and Steve MacDonald attached as Appendix "A"). Correspondence was sent to Municipal Council, the Provincial Department of Public Works and our local MLA. The Provincial Minister of Public Works responded unequivocally that the sidewalks were a municipal responsibility and that the Commission should contact the Municipality of the County of Victoria to address sidewalk concerns (see letter from Minister Kim D. Masland attached as Appendix "B"). In addition to this, Charlie MacDonald, the former Area Manager for the Department of Transportation and Public Works, and the individual who approved the Provincial-Municipal Service Exchange Agreement (attached as Appendix "C") referenced by Minister Masland confirmed that the intention of that policy was for sidewalk construction and maintenance to be the responsibility of the Municipality of the County of Victoria, and not the Village of Baddeck (see email from Mr. MacDonald attached as Appendix "D"). As we can see, regardless of historical relationships or responsibilities, the directive from the Province is clear that the management of sidewalk infrastructure must be led by the Municipality.

Despite the sidewalks being clearly the responsibility of the Municipality, the Village Commission has continued to advocate for sidewalk maintenance and improvements and has provided those services in the interest of public safety when the Municipality has refused to accept their responsibilities.

An agreement with the Municipality saw the Village receiving \$8,000.00 from the Municipality annually to support the winter maintenance of the sidewalks. This amount has not been adjusted since the 1990s, and the Village collected \$24,000.00 in outstanding historical payments from the Municipality in 2023. In contrast, the winter maintenance of the sidewalks within the Village for the 2023/2024 season was \$24,850.00 (see financial statements attached as Appendix “E”).

At a Municipal budget discussion meeting in March 2024, there was a proposed \$100,000.00 earmarked for the Village of Baddeck sidewalks. Warden Bruce Morrison requested this item be tabled, as no formal request had been made by the Village (see meeting minutes attached as Appendix “F”). With respect, given the sidewalks are the responsibility of the Municipality, no formal request by the Village was necessary.

In June 2024, the Village Commission made a presentation to the Municipality of the County of Victoria Council. During that presentation, the Commission outlined the costs associated with the winter maintenance of the sidewalks and requested the Municipality put out a request for proposals for that work. Over the course of the summer and autumn of 2024, the Commission repeatedly asked the Municipality for assistance with winter sidewalk maintenance, again, despite it being the responsibility of the Municipality. The Village Manager exchanged numerous communications with Municipal staff. When no formal response was provided, the Commission sent a letter to the Municipality confirming that they would not be providing winter maintenance services for the 2024/2025 season (see the letter attached as Appendix “G”). In response to this letter, Warden Jackie Organ sent an email requesting the Village continue to provide winter maintenance until a formal discussion could take place and an agreement could be reached (see Warden Organ’s email attached as Appendix “H”). In that same email, Warden Organ suggested the need for a facilitated meeting between

the Council and the Commission. As a result, the Municipality engaged the services of Peter Muttart who attended two meetings between the Council and Commission.

To date, the Municipality has still not provided a formal response to the Village's repeated requests (see correspondence attached as Appendix "I") for confirmation that they will assume winter maintenance of the sidewalks.

Proposal

The Municipality of the County of Victoria will fulfill their responsibility for the safety and maintenance of the sidewalks located within the Village of Baddeck, which will include the removal of snow and ice and the salting of the sidewalks in winter.

Rationale

There should be no doubt that the sidewalks belong to the Municipality. This was confirmed in 2023 by the then-Provincial Minister of Transportation and Public Works and a former senior staff member of the Provincial Department of Transportation and Public Works.

However, putting aside the formal ownership of and responsibility for the sidewalks, the Municipality has assumed responsibility for the sidewalks throughout the County, and so should do the same within the Village of Baddeck. The Municipality does provide winter maintenance for the sidewalks in other areas of Victoria County. As such, this service is being paid for with Municipal tax dollars and should not be considered an additional expense for the residents of Baddeck that has to be covered with Village tax dollars. There is no justification for the Municipality to not provide the same service in all areas of Victoria County.

Historically, the Village has provided winter maintenance services within the Village boundaries at a rate of \$8,000.00 per year. This amount has not been adjusted to reflect the increasing costs associated with this service. While this may have been sufficient in the 1990s, today that service costs upwards of \$24,000.00 annually.

The Village simply cannot continue to provide a service rightfully the responsibility of the Municipality at a fraction of the cost. In accordance with appropriate policies and procedures, the Municipality would send out a request for proposals for this

service and follow the appropriate protocols in choosing a contractor for winter maintenance.

Objectives

As in other areas of Victoria County, the Municipality would use tax revenue from the residents of Baddeck to cover the costs of maintaining and repairing the Village sidewalks. There would be equitable treatment of all areas of Victoria County.

The Village would not be required to expend tax revenue not intended for such services on the maintenance and repair of Municipal property.



Summary

The sidewalks throughout Victoria County, including those within the Village of Baddeck are the responsibility of the Municipality of the County of Victoria and, outside the Village of Baddeck, the Municipality has assumed responsibility for sidewalk maintenance and repair.

The Municipality must release a request for proposals for the winter maintenance of the sidewalks within Baddeck beginning in the winter of 2025/2026 and continuing indefinitely.

Proposed Agreement Language

Whereas the sidewalks throughout the County of Victoria are the responsibility of the Municipality of the County of Victoria;

Whereas the sidewalks throughout the County of Victoria have been maintained by the Municipality of the County of Victoria using tax revenue from the residents of the County of Victoria;

And whereas the Village of Baddeck has historically provided winter maintenance of the sidewalks within the Village of Baddeck;

And whereas the Parties recognize that the maintenance and repair of the sidewalks within the Village of Baddeck are the responsibility of the Municipality of the County of Victoria;

Now therefore in consideration of the mutual covenants set out herein, the receipt and sufficiency of which are hereby acknowledged, the Municipality and the Village agree that from this date henceforth the Municipality will be solely responsible for the maintenance and repair of the sidewalks within the Village of Baddeck.

Section 8: Sidewalk Safety and Maintenance

Appendix “A”

Letter Regarding Sidewalk Safety



Village of Baddeck
492 Chebucto Street
Unit 5, P.O. Box 63
Baddeck, Nova Scotia B0E 1B0

September 19, 2023

To: Bruce Morrison & Leanne MacEachen, Municipality of Victoria County; Kim Masland, Minister of Public Works; Keith Bain, MLA Victoria-The Lakes; Steve MacDonald, Department of Public Works (Baddeck Area Office)

The sidewalks in the village of Baddeck, specifically those on Grant Street, Twining Street, Queen Street and Jessica Wong Lane are in a state of serious disrepair, and have been for a number of years, as everyone is well aware. The asphalt sidewalks and curbs have degraded to such degree that they are hazardous and inaccessible (and now non existent, in places). Notably, the sidewalks become more hazardous in winter, as snow removal has become near impossible. Unsafe sidewalks negatively impact residents and visitors on a daily basis, further marginalize those who have mobility challenges and are a clear liability. It is our understanding that the roads mentioned are owned by the province and the sidewalks are a municipal responsibility.

At this point, given all of the above information, and feedback from residents, we, the Village Commission, are formally requesting to engage in a planning process with the Municipality and the Province to ensure that this critical piece of road infrastructure be brought up to safety and accessibility standards. The commission is proposing (in the interest of fiscal responsibility, timeliness and safety) that the sidewalks and curbs be removed and replaced by a paved shoulder -providing a safe, accessible space for pedestrians and improving the ability to remove snow. In addition to the repair of the sidewalks on Grant, Twining and Queen Streets and Jessica Wong Lane, we are also formally requesting that the planning process be started for a new road shoulder installation from the Victoria County Memorial Hospital to Jessica Wong Lane. If that work were to be completed, it would alleviate a safety concern for pedestrians on that route and would form a loop between the main street area, the school and the hospital. We look forward to collaborating with the various levels of government and await your response that we can then pass along to residents and ratepayers in the village.

Cooperatively,

Village Commission of Baddeck

Appendix B

Letter from Kim Masland, Minister of Public Works



Public Works
Office of the Minister

PO Box 185, Halifax, Nova Scotia, Canada B3J 2N2

OCT 24 2023

Village of Commission of Baddeck
492 Chebucto Street
Unit 5
PO Box 63
Baddeck, NS B0E 1B0

Dear Village Commission of Baddeck:

Thank you for your correspondence of September 19, 2023, concerning sidewalks in the Village of Baddeck, Victoria County.

As you indicated in your correspondence, sidewalk construction and maintenance are municipal responsibilities, this is based on a Provincial-Municipal Service Exchange agreement which details roles and responsibilities of both parties. Your request to remove sidewalks that are in poor condition and construct paved shoulders for pedestrian use is not recommended for urban village settings such as Baddeck. Properly defined, designed, and maintained sidewalks are preferred. Paved shoulders are not designed for pedestrian use. I recommend contacting the Municipality of the County of Victoria to begin the planning process to upgrade existing sidewalk infrastructure and new sidewalks construction to allow safe pedestrian usage in the Village of Baddeck.

Thank you again for taking the time to write regarding the Commission's concerns. Should you have any additional questions please contact Steve MacDonald, Area Manager, Inverness North/Victoria County by email at steve.macdonald@novascotia.ca or by phone at 902-295-7817.

Yours sincerely,

Kim D. Masland
Minister

c: Honourable Keith Bain, MLA Victoria-The Lakes
Paul Colton, District Director, Eastern
Steve MacDonald, Area Manager, Inverness North/Victoria County
Bruce Morrison, Warden, Victoria County
Leanne MacEachen, CAO, Victoria County



Appendix “C”

Sidewalk Construction and Maintenance Provincial-Municipal Service Exchange Agreement

Division: Highway Programs
Section: Construction
Function: Operations (HP 2.21.4)
Policy Number: PO1001

Sidewalk Construction and Maintenance

Policy Statement

The Department of Transportation and Infrastructure Renewal (the Department) will not construct or maintain any sidewalks. Sidewalk construction and maintenance is the responsibility of Municipal Units. Municipal Units will be permitted to construct sidewalks within the Department's right-of-way where the Department determines operational requirements permit such construction.

Rationale

The Province and Municipal Units negotiated the terms and conditions for a Provincial-Municipal Service Exchange which detailed the roles and responsibilities of both parties.

The Provincial-Municipal Service Exchange stated that all sidewalk construction and maintenance would be the responsibility of the Municipal Unit in which the sidewalk was constructed. The Provincial-Municipal Service Exchange applies to all sidewalks, both those existing prior to April 1, 1995 and any sidewalks constructed after April 1, 1995.

Policy Objectives

To clarify responsibilities regarding the construction and maintenance of sidewalks. To provide direction for situations where the Department permits a Municipal Unit to construct a sidewalk within the Department's right-of-way.

Application

This policy applies directly to staff of the Department and indirectly to staff of the Municipal Units. The authority for this policy is derived from the *Public Highways Act* and the Provincial-Municipal Service Exchange.

Accountability

Area Managers will be responsible, and accountable, for the administration of this policy as it applies to Municipal Units within their specific area.

Division: Highway Programs
Section: Construction
Function: Operations (HP 2.21.4)
Policy Number: PO1001

Monitoring

The District Directors will monitor the policy's implementation, performance and effectiveness with regards to maintenance services on local roads.

Directives

The Area Manager will issue a permit for all sidewalk construction projects and will ensure the sidewalk conforms to the Department's Design Standards for such construction. Upon completion of the project the Area Manager will approve the sidewalk construction verifying its compliance with the Department's Standards.

Guidelines

1 Construction of Sidewalks within the Department's Right-of-Way

Sidewalks are the responsibility of the Municipal Unit in which the sidewalk is constructed and are not cost-shared by the Department. Municipal Units will be permitted to construct sidewalks within the right-of-way of provincial roads; however, construction of sidewalks will be required to comply with the Department's design standards (refer to drawing HS501 and HS502 of the Department's Standard Specifications). The only allowable exceptions to the Department's Standard Specifications are described in Appendix A (Urban Type Sidewalks) and Appendix B (Rural Type III Sidewalks), and must have the approval of the District Director. Sub-standard sidewalk designs are not permitted. Sidewalk installation requires a Work Within Highway Right-of-Way Permit issued by the Area Manager. A refundable security deposit will be required. This deposit will be refunded upon satisfactory completion of the work, as determined by the Area Manager.

All costs associated with the sidewalk construction are the responsibility of the Municipal Unit. Costs, such as installation of curbs and gutters, as well as any associated street widening, retaining walls, storm drainage and land acquisition are the responsibility of the Municipal Unit. Any associated works (designs, new construction) in addition to the actual sidewalk, must be approved by the Area Manager. The Area Manager may impose a non-refundable deposit to cover such activities such as design reviews and having a Department inspector on site.

Division: Highway Programs
Section: Construction
Function: Operations (HP 2.21.4)
Policy Number: PO1001

2 Maintenance of Sidewalks/Travelled Way

The Department will not, under any circumstances, maintain a municipal sidewalk. On existing sidewalks and on newly constructed sidewalks, once construction is completed the Department will maintain the travelled way up to and including the curbs and storm drainage system (if applicable).

References

The Provincial-Municipal Service Exchange
The Public Highways Act
The Nova Scotia Department of Transportation & Infrastructure Renewal
Standard Specification, Highway Construction and Maintenance
Geometric Design Guide for Canadian Roads
Work Within Highway Right-of-Way Permit and Brochure

Enquiries

District Director
Manager of Highway Planning & Design
Program Management Engineer

Appendices

Appendix A: Urban Type Sidewalks
Appendix B: Rural Type III Sidewalks

Approved by:	Charles MacDonald, EDMO	Transportation & Infrastructure Renewal
Approval date:	28-APR-2005	Policies and Procedures Manual
Effective date:	15-APR-2011	Revision Date: 30-MAR-2011

Appendix D

Email from Charlie MacDonald, former Area Supervisor, Department of Transportation and Public Works

 Charlie MacDonald

To:  Commissioner MacDonald

Tue 12/3/2024 4:22 PM

 You forwarded this message on Wed 12/4/2024 10:36 PM

Start reply with:

Thank you for the clarification.

Ok, thank you.

Thank you very much for your response.

Jennifer,

I have reviewed the Sidewalk Policy which was attached to your email and which was updated in 2011.

The policy clearly indicates that sidewalk construction and maintenance are the responsibility of the Municipal unit, in your case the County of Victoria and not the Village of Baddeck.

Charlie

 Reply

 Forward

Appendix "E"

Village Sidewalk Maintenance Costs 2024/2025

Salting & Plowing Costs				
Department of Public Works	Salt	\$2,250.00		\$2,250.00
VOB	Skid Steer Rent	\$6,000.00		\$6,000.00
VOB	Staff	160 hours	\$25.00	\$4,000.00
VOB	Equipment	160 hours	\$65.00	\$10,400.00
VOB	Fuel			\$2,200.00
Total				\$24,850.00
Additional cost	Snowbank removal	\$2,300		\$2,300

To register call DELUXE 1 800 461 7572. Printed in Canada G3574212-4



BARRA CONSTRUCTION LTD.
 Frank MacDonald
 P.O. Box 516
 Baddeck, N.S. B0E 1B0
 (902) 295-1555 / 2754
 Cell (902) 295-7568
 Email barraconstruction@hotmail.com
 Fax (902) 295-1531

STATEMENT

DATE Feb 28/25
 NUMBER 107

Village of Baddeck
P.O. Box 63
Baddeck, N.S. B0E 1B0

TERMS: _____

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

DATE	CHARGES AND CREDITS	BALANCE
	BALANCE FORWARD ▶	
<u>Feb 15</u>	<u>backhoe C</u> <u>(plow to tower, Big Baddeck)</u>	
<u>21</u>	<u>backhoe C</u> <u>loader C</u> <u>Sony C</u> <u>tandem C</u> <u>(clearing snow, Main St, hauling away)</u>	
<u>24</u>	<u>backhoe C</u> <u>loader C</u> <u>tandem C</u> <u>(clearing snow, streets, hauling away)</u>	
<u>25</u>	<u>Sony C</u> <u>(costing snow)</u>	
	HST #R132428032 (HST)	6618 35
	NET 30 DAYS	992 81
	2% INTEREST CHARGED PER MONTH ON ALL OVER DUE ACCOUNTS	7611 56

BARRA CONSTRUCTION LTD.
 P.O. Box 516, BADDECK, N.S. B0E 1B0

THANK YOU! 



Public Works

INVOICE

Date: 4-Jan-15

Invoice Number:

Invoice to

Name _____

Village of Baddeck

Address

492 Chebucto Street

Vendor #

Baddeck, NS B0E 1B0

Document #

Attention:

Phone:

Fax:

Particulars of Goods Supplied or Services Rendered.

[illegible]

REMIT TO:

Department of Transportation & Infrastructure Renewal
P.O. BOX 186 HALIFAX NS B3J 2N2

KINDLY QUOTE INVOICE NUMBER WITH PAYMENT

Make Checks Payable to: Minister of Finance

HST# R125 030 429

Approved:

Division #

Internal use only

GL ACCOUNT	CC / ORDER #	AMOUNT
531100	89328196	2,569.76
531100	89328197	513.96
21301		462.56
	Total of GL Accounts	3,546.28

Original - Financial Services, Specialized Support
Copy - Retain for File



Public Works

Date: 31-Mar-25

INVOICE

Invoice Number:

by voice to:

Name	Village of Baddeck
------	--------------------

Address PO Box 379

Baddeck, NS

BOE 1B0

Attention: info@baddeckvillage.ca

Phone: _____

Fax: _____

Vendor #

Document #

Particulars of Goods Supplied or Services Rendered.

[illegible]

REMIT TO:

Department of Transportation & Infrastructure Renewal
P O BOX 186 HALIFAX NS B3J 2N2

KINDLY QUOTE INVOICE NUMBER WITH PAYMENT

Make Checks Payable to: Minister of Finance

HST# R125 030 429

Approved: Stephen H. Rued

Division # _____

Internal use only

GL ACCOUNT	CC / ORDER #	AMOUNT
531100	89328196	648.40
531100	89328197	129.69
21301		116.72
	Total of GL Accounts	894.87

Original - Financial Services, Specialized Support
Copy - Retain for File

Appendix “F”

Minutes from Municipal Budget Meeting



Budget Meeting Day Two
March 11, 2024

DECISION AREAS BY SURVEY AREAS

Active Living and Recreation:

- \$20,000 increase under the loan equipment program there is an increase of.
- Councillor MacLeod and Warden Morrison are in favour of the added \$20,000 for the loan equipment program and no other Councillors were opposed.
- \$20,000 Multi-Activity Sport Program.

Municipal Administration Building:

- Currently in the process of drafting an expression of interest to hire a consultant to provide options for a new building and location.
- There is money in the reserves for the building.

Communication with Residents:

- \$5,000.00 for new equipment and software for virtual meeting enhancements. Council suggested possibly investing more but will make that decision at a later meeting.

Community Supports:

- \$25,000.00 Low-income tax rebate.
- \$75,000.00 Property Tax Relief Program.
- \$275,000.00 recommended by CAO Redden and Council agreed. Last year it was budgeted for \$250,000.00 and the actual spend was about \$265,000.00.

Community Development:

- \$50,000.00 for additional washroom facility.
- \$100,000.00 for sidewalk contributions in the Village, no formal request has been made, Warden Morrison requested to table this until a later date.
- \$75,000.00 request for Waterfront Boardwalk, exceeds the amount for municipal grants.

Economic Development:

- \$5,000.00 increase request, contribution going from \$100,000.00/year to \$105,000.00/year.

Housing:

- Council agreed that \$100,000.00 be reserved for housing focused initiatives.

Appendix G

Letter to Municipality Confirming Withdrawal from Sidewalk Maintenance



Village of Baddeck
492 Chebucto Street
Unit 5, P.O. Box 63
Baddeck, Nova Scotia B0E 1B0

September 25, 2024

Municipality of Victoria County
495 Chebucto ST, PO Box 370
Baddeck NS B0E 1B0

Re: Winter Sidewalk Plowing and Maintenance

Dear Leanne MacEachen, CAO
Dear Victoria County Council

Effective immediately, this letter is a notice from the Village of Baddeck Commission that the Village Public Works will no longer be the Municipality's contracted service provider responsible for the clearing of snow and salting of sidewalks within the village. This decision has been based on concerns around the limited capacity to provide safe, efficient, sustainable service given the state of the sidewalks and the limit of the \$8000 budget for that service allocated by the Municipality.

We thank the Municipality for the opportunity that the village had to provide that service in the past, and wish success to the Municipality as you make alternative arrangements to ensure that sidewalk plowing continues to meet the community's needs.

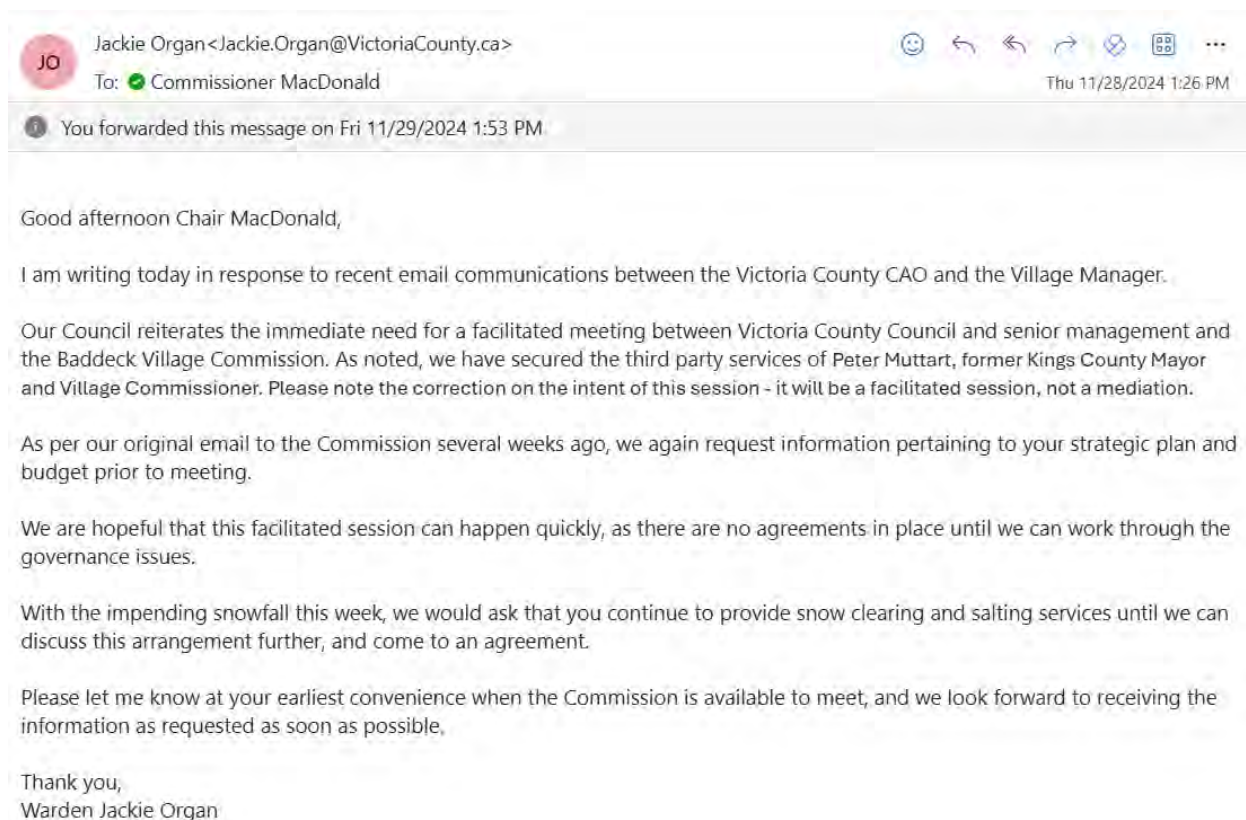
Thank you,

Roman Braun-Huettner
Village Manager
roman.braun-huettner@baddeckvillage.ca

Jennifer MacDonald
Village Commission Chair
commissioner.macdonald@baddeckvillage.ca

Appendix “H”

Email from Warden Jackie Organ

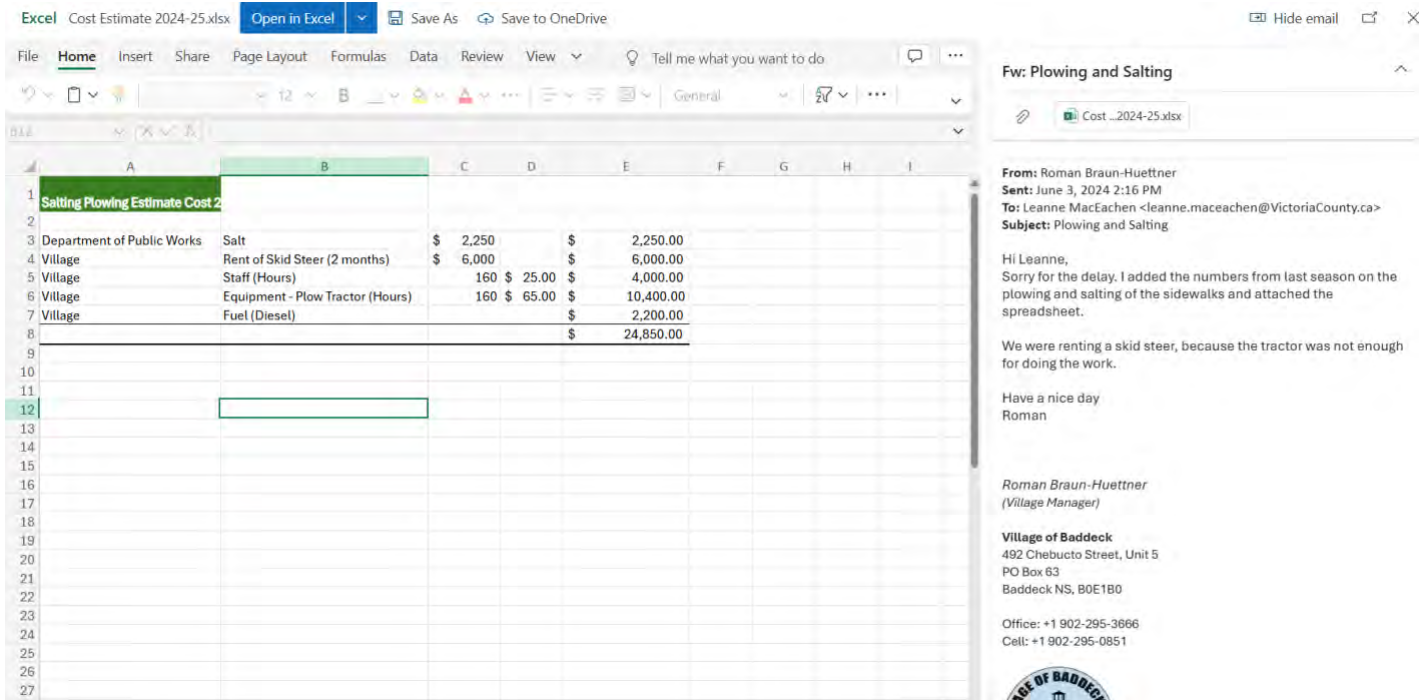


Section 6

Appendix I

Correspondence Regarding Village of Baddeck Sidewalks

June 3 Email from Village Clerk to Municipal CAO



Excel Cost Estimate 2024-25.xlsx | Open in Excel | Save As | Save to OneDrive

File Home Insert Share Page Layout Formulas Data Review View Tell me what you want to do

12 B General

	A	B	C	D	E	F	G	H	I
1	Salting Plowing Estimate Cost 2								
2									
3	Department of Public Works	Salt	\$ 2,250		\$ 2,250.00				
4	Village	Rent of Skid Steer (2 months)	\$ 6,000		\$ 6,000.00				
5	Village	Staff (Hours)	160	\$ 25.00	\$ 4,000.00				
6	Village	Equipment - Plow Tractor (Hours)	160	\$ 65.00	\$ 10,400.00				
7	Village	Fuel (Diesel)			\$ 2,200.00				
8					\$ 24,850.00				
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Fw: Plowing and Salting

Cost Estimate 2024-25.xlsx

From: Roman Braun-Huettner
Sent: June 3, 2024 2:16 PM
To: Leanne MacEachen <leanne.maceachen@VictoriaCounty.ca>
Subject: Plowing and Salting

Hi Leanne,
Sorry for the delay. I added the numbers from last season on the plowing and salting of the sidewalks and attached the spreadsheet.

We were renting a skid steer, because the tractor was not enough for doing the work.

Have a nice day
Roman

Roman Braun-Huettner
(Village Manager)

Village of Baddeck
492 Chebucto Street, Unit 5
PO Box 63
Baddeck NS, B0E1B0

Office: +1 902-295-3666
Cell: +1 902-295-0851



July / August Email Exchange between Village Clerk and Municipal CAO

From: Roman Braun-Huettner <roman.braun-huettner@baddeckvillage.ca>
Sent: Wednesday, July 31, 2024 4:38:26 PM
To: Leanne MacEachen <leanne.maceachen@VictoriaCounty.ca>
Subject: EXTERNAL: Plowing/Salting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Leanne,
I am working on putting everything together for the next village meeting.
Would it be possible to provide an answer on the salting/plowing request I sent in June by the end of the week?

Thanks a lot and I am looking forward to hearing from you.
Roman

Roman Braun-Huettner
(Village Manager)

Section 6

Village of Baddeck

492 Chebucto Street, Unit 5

PO Box 63

Baddeck NS, B0E1B0

Office: +1 902-295-3666

Cell: +1 902-295-0851

From: Leanne MacEachen <leanne.maceachen@VictoriaCounty.ca>

Sent: Wednesday, July 31, 2024 11:11 PM

To: Roman Braun-Huettner <roman.braun-huettner@baddeckvillage.ca>

Subject: Re: EXTERNAL: Plowing/Salting

Hi Roman

Your June email had a cost estimate.

What exactly is it that you are requesting?

Please advise.

Thanks

Get [Outlook for iOS](#)

From: Roman Braun-Huettner <roman.braun-huettner@baddeckvillage.ca>

Sent: Thursday, August 1, 2024 11:47:57 AM

To: Leanne MacEachen <leanne.maceachen@VictoriaCounty.ca>

Subject: RE: EXTERNAL: Plowing/Salting

Hi Leanne,

The village is requesting \$24,850 for covering the cost for plowing and salting of the sidewalks in Baddeck.

When do you think, it will be possible to get an answer?

Roman

August 2024 Email Exchange between Village Clerk and Municipal CFO

From: Alix Redden <alix.redden@VictoriaCounty.ca>

Sent: Tuesday, August 13, 2024 10:31 AM

To: Roman Braun-Huettner <roman.braun-huettner@baddeckvillage.ca>

Cc: Leanne MacEachen <leanne.maceachen@VictoriaCounty.ca>

Subject: RE: EXTERNAL: Plowing/Salting

Hi Roman,

Section 6

Could you please send along the rationale for the increase from \$8k to \$24k and the total costs the Village incurred?

Thanks!

Alix Redden, MBA, CPA, CMA (she/her)

Chief Financial Officer

P: (902) 295-3651

C: (902) 209-6501

From: Roman Braun-Huettner <roman.braun-huettner@baddeckvillage.ca>

Sent: Thursday, August 15, 2024 11:33 AM

To: Alix Redden <alix.redden@VictoriaCounty.ca>

Subject: RE: EXTERNAL: Plowing/Salting Draft email

Hi Alix,

Thanks for your message.

The village received annually \$8,000 for years. It was not adjusted, and no cost calculation was done. To our knowledge, the sidewalks are municipal responsibility, and the village was asked/contracted to plow and salt the sidewalks a long time ago. If you have different information, please let me know.

After reviewing the time and cost to the village for plowing and salting, an adjustment was requested by the commission, and I sent a cost estimate to Leanne.

Department of Public					
Works	Salt	\$	2,250	\$	2,250.00
Village	Rent of Skid Steer (2 months)	\$	6,000	\$	6,000.00
Village	Staff (Hours)		160	\$ 25.00	\$ 4,000.00
	Equipment - Plow Tractor				
Village	(Hours)		160	\$ 65.00	\$ 10,400.00
Village	Fuel (Diesel)			\$	2,200.00
				\$	24,850.00

Please let me know if a council decision is necessary for the request. The commission can come to one of the next meetings to discuss the topic.

Have a great day

Roman



The Numbers

The numbers that are projected in the following pages are estimates only and are subject to change.



Section 1: Victoria Highland Civic Centre Property Lease

Item	Total Cost
VHCC Lease Agreement	\$0.00

Section 2: Accessibility

Item	Total Cost	Funding Received	Requested from Municipality	Balance from Village
Accessible Seating Area (Boardwalk)	\$51,580.00	\$34,042.80 (Accessibility Grant)	\$0.00	\$17,537.20
Signage Project	\$11,400.00	\$0.00	\$10,000.00	\$1,400.00
Lighting	\$16,080.00	\$0.00	\$16,080.00 ¹	\$0.00
Access to Public Spaces	\$28,000.00	\$0.00	\$20,000.00 ²	\$8,000.00
Total	\$107,060.00	\$34,042.80	\$46,080.00	\$26,937.20

Future Funding from Municipality

Item	2026/2027	2027/2028	2028/2029	2029/2010
Accessible Seating	\$25,000.00	\$0.00	\$10,000.00	\$10,000.00
Signage	\$0.00	\$0.00	\$5,000.00	\$2,000.00
Lighting	\$5,000.00	\$10,000.00	\$10,000.00	\$0.00
Access to Public Spaces	\$20,000.00	\$40,000.00	\$25,000.00	\$38,000.00
Total	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00

¹ Approximately 6% of 2025/2026 Municipal streetlight budget.

² Approximately 2% of the 2025/2026 Municipal transfer to Capital Reserve.

Section 3: Beautification, Safety and Maintenance

Item	Total Cost	Requested from Municipality	Balance from Village
Flowers & Landscaping	\$10,000.00	\$8,000.00 ³	\$2,000.00
Tipping Fees	\$2,000.00	\$2,000.00 ⁴	\$0.00
Bench Replacement	\$10,000.00	\$10,000.00 ⁵	\$0.00
Total	\$22,000.00	\$20,000.00	\$2,000.00

Future Funding from Municipality

Item	2026/2027	2027/2028	2028/2029	2029/2010
Flowers & Landscaping	\$10,000.00	\$12,000.00	\$12,000.00	\$15,000.00
Misc.	\$10,000.00	\$13,000.00	\$13,000.00	\$10,000.00
Total	\$20,000.00	\$25,000.00	\$25,000.00	\$25,000.00

³ Approximately 1.5% of 2025/2026 Municipal Building & Property expenses.

⁴ Approximately 0.3% of 2025/2026 Municipal tipping fees revenue.

⁵ Approximately 5% of 2025/2026 Municipal Roads & Sidewalks budget.

Section 4: Baddeck Community Club Property

Item	Total Cost	Requested from Municipality	Balance from Village
Planning & Development	\$5,000.00	\$5,000.00 ⁶	\$0.00
Legal Fees	\$5,000.00	\$0.00	\$5,000.00
Total	\$10,000.00	\$5,000.00	\$5,000.00

Future Funding from Municipality

Item	2026/2027	2027/2028	2028/2029	2029/2010
Flowers & Landscaping	<i>See above.</i>			
Maintenance	\$5,000.00	\$5,000.00	\$5,000.00	\$7,000.00
Capital Projects	\$5,000.00	\$15,000.00	\$20,000.00	\$18,000.00
	\$10,000.00	\$20,000.00	\$25,000.00	\$25,000.00

⁶ Approximately 0.5% of 2025/2026 Municipal Recreation & Cultural Services budget.

Section 5: The Canada Community-Building Fund

Item	Total Cost	15% to Village	Paid to Village	Balance to Village
2024/2025 CCBF	\$565,000.00	\$84,750.00	\$65,000.00	\$19,750.00
2025/2026 CCBF	\$488,355.97	\$73,253.40	\$0.00	\$73,253.40
2026/2027 CCBF	TBD	TBD	TBD	TBD
Total				

**The request for future years would be that the Village continue to receive 15% of the CCBF allocated to the Municipality.*

Section 6: Water and Wastewater Treatment and Distribution Infrastructure

Short Term

Item	Total Cost	Funding Received	Requested from Municipality	Balance from Water Utility
New Hach turbidity meters (September 2025)	\$15,152.00	\$0.00	\$10,000.00	\$5,152.00
Remove booster pumps; use VFDs	TBD	TBD	TBD	TBD
New backup for each well pump	\$28,000.00	\$0.00	\$20,000.00	\$8,000.00
Backup power to well buildings	\$310,800.00	\$0.00	\$100,000.00	\$210,800.00
Backup power to WTP	\$100,524.00	\$50,262.00 (MCGP)	\$50,262.00	\$0.00
Backup power to WWTP	\$197,414.00	\$98,707.00 (MCGP)	\$98,707.00	\$0.00
Application to increase water withdrawal	\$10,000.00	\$0.00	\$0.00	\$10,000.00
Concrete Reservoir Cleaning and Repair	\$37,170.00	\$0.00	\$30,000.00	\$7,170.00
Infrastructure Assessment	\$297,288.00	\$100,00.00 (PCAP)	\$100,000.00	\$97,288.00
Waterline Replacement Water Street Phase 1	\$248,510.00	\$100,00.00 (PCAP)	\$100,000.00	\$48,510.00
Waterline Replacement Water Street Phase 2	TBD	TBD	TBD	TBD
Total	\$1,244,858.00	\$348,969.00	\$508,969.00⁷	\$386,920.00

⁷ Approximately 5% of 2025/2026 Municipal Capital Plan budget.

Medium Term

Item	Total Cost	Requested from Municipality	Balance from Water Utility
New production well and building with backup power	\$966,000.00	\$500,000.00	\$466,000.00
Upgrade access to wells	\$330,000.00	\$165,000.00	\$165,000.00
Install PRV chamber	\$350,000.00	\$175,000.00	\$175,000.00
Improve concrete reservoir	TBD	TBD	TBD
Abandon 100mm line on Twining Street	\$42,000.00	\$0.00	\$42,000.00
Total	\$1,688,000.00	\$840,000.00	\$848,000.00

Long Term

Item	Total Cost	Requested from Municipality	Balance from Water Utility
New WTP building	\$560,000.00	\$140,000.00	\$420,000.00
Replace tank	\$2,240,000.00	\$1,000,000.00	\$1,240,000.00
Total	\$2,800,000.00	\$1,140,000.00	\$1,660,000.00

Total Cost	Other Funding	Municipal Contribution	Water Utility Contribution
\$5,732,858.00	\$348,969.00	\$2,488,969.00 ⁸	\$2,894,920.00

Future Funding from Municipality

2026/2027	2027/2028	2028/2029	2029/2030	2030/2031
\$200,000.00	\$250,000.00	\$300,000.00	\$300,000.00	\$500,000.00
2031/2032	2032/2033	2033/2034	2034/2035	2035/2036
\$300,000.00	\$130,000.00	\$200,000.00	\$250,000.00	\$300,000.00

Note: The Village of Baddeck Water Utility will continue to apply for Provincial and Federal grants to offset the following costs.

⁸ Approximately 10% of Municipal five-year capital plan budget.

Section 8: Sidewalks
2024/2025 Sidewalk Expenses

Item	Total Cost	Requested from Municipality
Department of Public Works		
Salt	\$3,915.15	\$3,915.15
Trucking	\$2,850.74	\$2,850.74
Fuel Surcharge	\$1,083.18	\$1,083.18
Admin Fee	\$1,557.84	\$1,557.84
Contractor		
Snow Removal	\$6,010.23	\$6,010.23
Village of Baddeck		
Personnel	\$4,050.00	\$4,050.00
Equipment	\$10,530.00	\$10,530.00
Total	\$29,997.13	\$29,997.13⁹

Item	2025/2026	2026/2027	2027/2028	2028/2029
Salt	\$4,000.00	\$5,000.00	\$7,500.00	\$7,500.00
Trucking	\$3,000.00	\$4,000.00	\$5,000.00	\$7,500.00
Fuel Surcharge	\$2,000.00	\$2,000.00	\$2,500.00	\$3,000.00
Admin Fee	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Snow Removal	\$6,000.00	\$7,000.00	\$8,000.00	\$8,000.00
Personnel	\$5,000.00	\$5,500.00	\$6,000.00	\$7,500.00
Equipment	\$10,500.00	\$12,000.00	\$12,000.00	\$15,000.00
Total	\$32,500.00	\$37,500.00	\$43,000.00	\$50,500.00

⁹ Approximately 15% of 2025/2026 Municipal Roads & Sidewalks budget.



492 Chebucto Street
Baddeck, Victoria County, Nova Scotia
902.295.3666
info@baddeckvillage.ca