



Cape Breton Regional Municipality

Committee of the Whole Agenda

Thursday, November 13, 2025

10:00 a.m.

Council Chambers

Second Floor, City Hall

320 Esplanade, Sydney, Nova Scotia

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Land Acknowledgement**Roll Call**

1. **Approval of Agenda:** (Motion required)
2. **Approval of Minutes:** (Previously Circulated)
 - Committee of the Whole Minutes – October 14, 2025
3. **Presentation**
 - 3.1 **NS Quality of Life Initiative:** Tyson Simms, Director of Planning and Development (See page 5)
 - 3.2 **Update on Destination Cape Breton:** Kirk Durning, Director of Recreation, Parks and Grounds, Building and Facilities (See page 19)
4. **Planning Issues**
 - 4.1 **Land Use By-law Zone Map Amendment, Dominion:** Peter Vandermeulen, Planner (See page 29)
5. **Corporate Services Issues**
 - 5.1 **Pre-budget Schedule:** Demetri Kachafanas, KC, Chief Administrative Officer
To be circulated prior to the meeting.
 - 5.2 **Committee / Councillor Vacancies:** Christa Dicks, Municipal Clerk / Director of Corporate Information Services (See page 41)
 - 5.3 **District 7 Business Association / Former Jamieson School Lease Renewal:** Demetri Kachafanas, KC, Chief Administrative Officer (See page 42)

6. Financial Statements

- 6.1 Draft CBRM Financial Statements to September 30, 2025** (See page 54)

7. Correspondence

- 7.1 Dry Wells by District:** Bruce MacDonald, Manager
Emergency Management (See page 77)
- 7.2 Help us Recruit Volunteers for the Community Volunteer Income Tax Program in Nova Scotia:**
Shellie Tobin, CVITP and Benefits Outreach Officer, Canada Revenue Agency (See page 78)
- 7.3 Sydney Marine Terminal - \$9M South Dock Rehabilitation Cape Breton Regional Municipality:**
Mayor Cecil P. Clarke (See page 82)
- 7.4 Question Reply CAP:** Ian Morrison, Director of Operations and Communications, Nova Scotia Federation of Municipalities (See page 84)

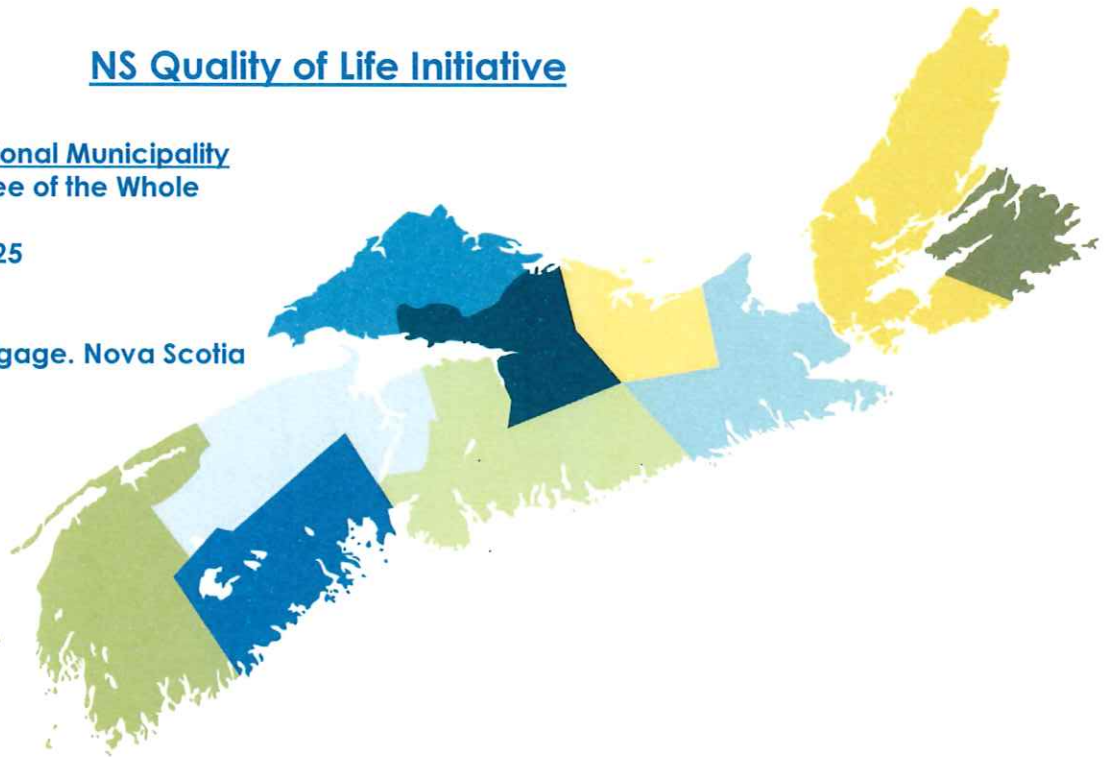
Adjournment

NS Quality of Life Initiative

Cape Breton Regional Municipality
Committee of the Whole

November 15, 2025

Danny Graham
CEO – Engage. Nova Scotia



A Non-Profit Charity

MISSION - "CHANGE THE APPROACH TO IMPROVING QUALITY OF LIFE
FOR EVERYONE"

<https://engagenovascotia.ca>

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former UN Assistant Secretary-General



Lindell Smith
Former Halifax Regional Municipality
Councilor



Kevin Deveaux
President, Deveaux International Governance



Dr. Rachel B. Zellars
Assistant Professor, Social Justice and Community
Studies, SMU

2019 Spring Quality of Life Survey

- Engage NS partnered with **Canadian Index of Wellbeing** (Univ of Waterloo)
- 40% of CBRM households** received an invitation in their mailbox to participate in a **230-question survey**
- Responses (13,000 province-wide and 2068 in CBRM)**
- Largest single survey on Wellbeing in Canada**

NOVA SCOTIA, You have mail.

CHECK YOUR MAILBOX during the last week of April 2019 for the Nova Scotia Quality of Life Survey. Have your say in measuring what matters.

nsqualityoflife.ca/survey

NOVA SCOTIA QUALITY OF LIFE
Measuring what matters

2019 Survey

PARTNERS

- All Governments
- All Sectors
- All Regions



Largest Single Quality of Life "Census" in Canada

(U of Waterloo Ethics Approval)
(StatsCan Reviewed)

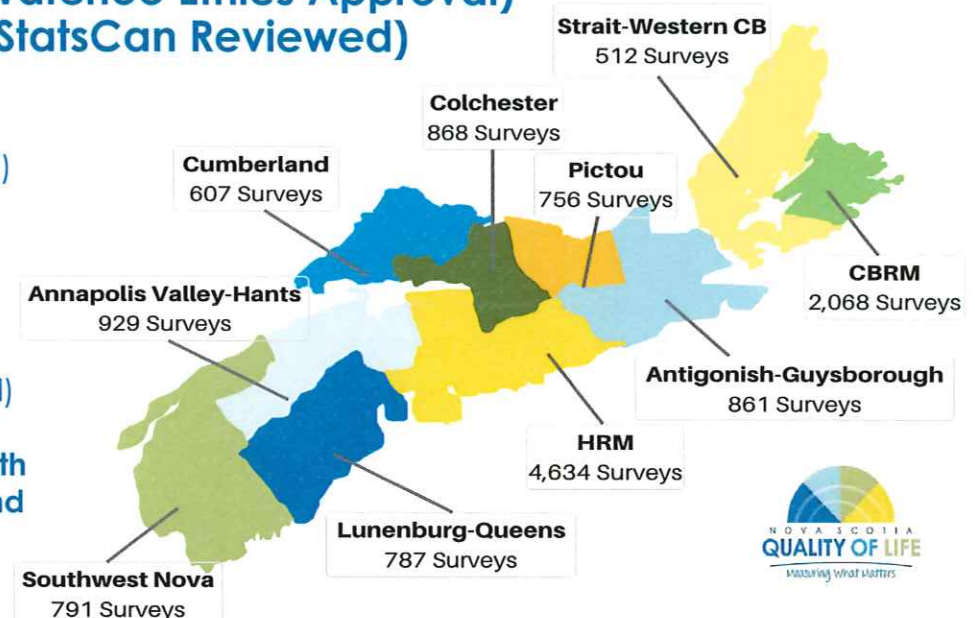
12,827 Responses (Pre-Covid)

230 Individual questions

16 years-old and above

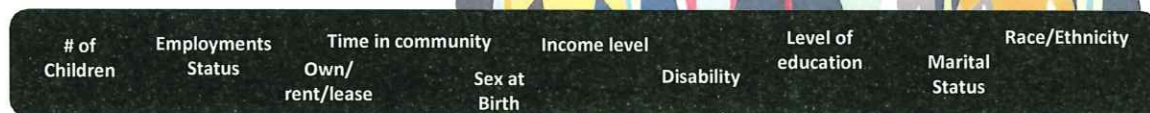
1% Margin of Error (weighted)

Data Sharing Agreements with
Governments, Universities and
Municipalities



WHAT'S POSSIBLE?

NS Quality of Life Initiative



Community Vitality

- Sense of belonging to community
- Number of close friendships
- Social isolation and trust in others
- Inclusiveness of community
- Trust in neighbours, media, business and NGOs
- Volunteering
- Feeling of safety in neighbourhoods
- Experiences of discrimination

Healthy Populations

- Mental and physical health
- Access to, and quality of, health care
- Level of exercise
- Ate less and less nutritiously
- Substance use and gambling activity

Living Standards

- Could not pay bills on time
- Could not buy necessities
- Access to, and quality of internet
- Overall work satisfaction
- Satisfaction with job, salary, security, and promotion opportunities
- Flexible work hours and schedule
- Under-employment relative to training
- Effects of job on personal health and wellbeing

Environment

- Perceptions of water quality in community
- Personal commitment to environmental protection and energy conservation
- Access to, and quality of, natural environment
- Eco-friendly commuting practices
- Purchase of local foods

Democratic Engagement

- Trust in local, provincial, and federal government
- Confidence in police, justice, schools and health care
- Participation in public meetings
- Participation in advocacy

Leisure and Culture

- Access to libraries and learning institutions
- Participation in recreation, leisure, sports, cultural events and hobbies
- Access to parks, playgrounds, community facilities

Education

- Availability of upskilling education
- Affordable adult education
- Uptake of retraining opportunities

Time Use

- Time pressure for sleep, exercise, socializing, creativity, friendships, and outdoors
- Time spent caring for dependent children and adults



TOOLS

(FACULTY OF COMPUTER SCIENCES – DALHOUSIE UNIVERSITY - 2022)

Publicly Available Wellbeing Mapping Tool Geospatial 70 Sub-Regions and Neighbourhoods

<https://engagenovascotia.ca/>

STEP 1



Home About Us

Quality of Life Initiative



SDG Program

Social Connections

Contact

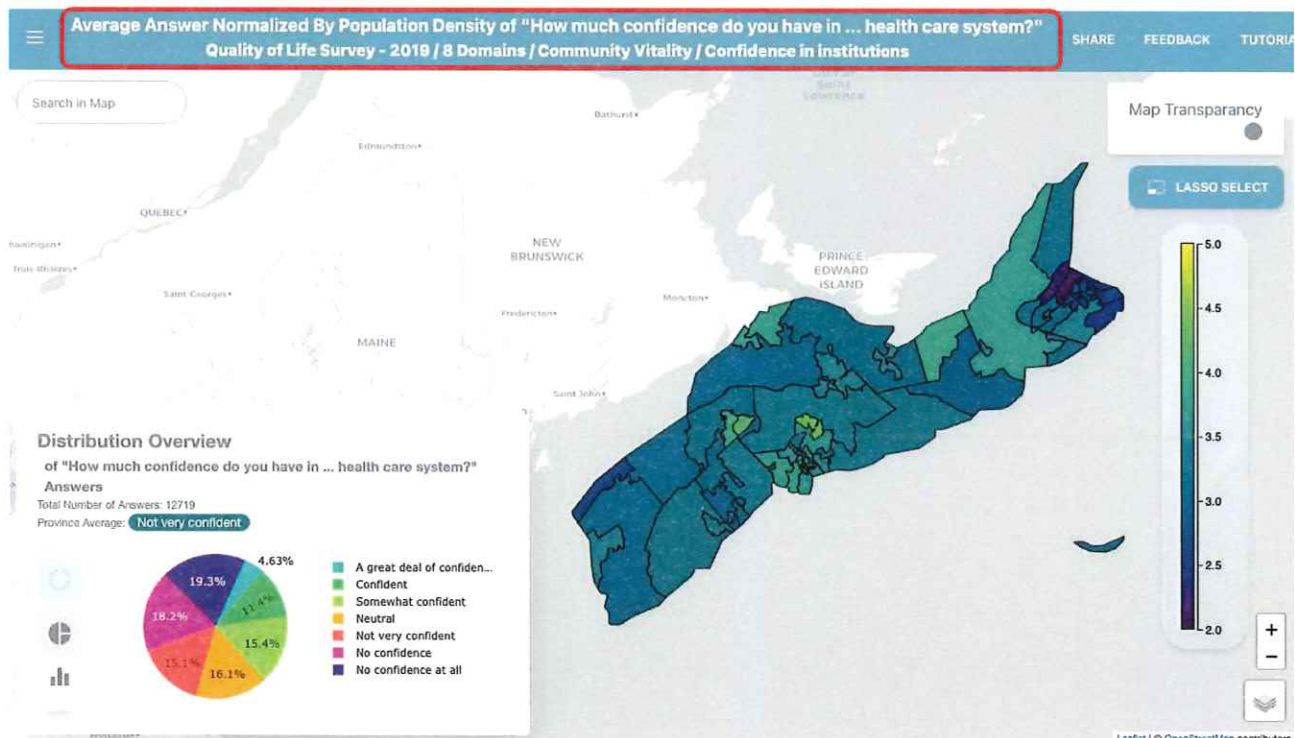
STEP 2

Initiative Overview
Wellbeing Analysis Tool
Wellbeing Mapping Tool
Request Dataset or Analysis
Research Approach
Wellbeing Framework
Community Partners
Frequently Asked Questions

STEP 3



Wellbeing Mapping Tool (2022 Launch) - (Dalhousie Computer Scientists and Engage)





“Geography Matters, But Demography Matters More”



WELLBEING ANALYSIS TOOL FEATURES

- GOES “BEYOND THE MEAN/AVERAGE” TO “INTERSECTIONAL” INSIGHTS
 - EASILY EXPORTED GRAPHICS AND STATEMENTS



HOW DOES THIS WORKED – PRACTICALLY?



Cape Breton Regional Municipality (CBRM) Sample Use Case – Intersectional Analysis

Sample Size 2068 Residents

Notables for Older Adults in CBRM Compared to the Provincial Average

Assets

- Work life balance
- Time for others
- Time for own wellbeing
- Time for essential daily routines
- Able to pay bills on time
- Sense of Community
- Satisfied with life
- Infrequent experiences of discrimination
- Educational opportunities exist nearby

Concerns

- Low perceptions of health care services
- Infrequent use of sport and recreation facilities
- Low trust/confidence in others/institutions
- Poor perceptions of environment
- Infrequent environment friendly practices
- Infrequent use of public library

Notables for Younger Adults in CBRM Compared to the Provincial Average

Assets

- Use of sport and recreation facilities
- Physical activity participation
- Positive perceptions of job promotion prospects

Concerns

- Inadequate time for own wellbeing
- Inadequate time for essential daily routines
- Social isolation/Loneliness
- Low perceptions of health care services
- Inadequate time for others
- Low trust/confidence in others/institutions
- Difficulty making desired/needed purchases
- Difficulty paying bills on time
- Low self-assessed mental health
- Unsatisfied with life
- Financial barriers to educational opportunities
- Infrequent environment friendly practices
- No benefit from policy
- Barriers to recreation
- Food insecurity
- Childcare not available at recreation facilities
- Feel politically uninformed/unheard
- Poor support and services for families
- Infrequent healthy lifestyle behaviours
- Rarely buy local
- Poor work life balance
- Educational opportunities don't exist nearby
- Feels low responsibility for environment
- Financial insecurity: Transportation
- Experiences of discrimination
- Poor perceptions of environment
- Insecure employment
- Little leisure time at home
- Secure employment
- Infrequent use of public library
- Not engaged in arts and culture

Notables for Households with less than \$40K annual income Compared to the Provincial Average

Assets

Work life balance

Concerns

Low perceptions of health care services

Insecure employment

Low trust/confidence in others/institutions

Difficulty making desired/needed purchases

Difficulty paying bills on time

Food insecurity

Financial insecurity: Transportation

Barriers to recreation

Social isolation/Loneliness

Job gives little meaning

Low self-assessed physical health

Infrequent healthy lifestyle behaviours

Low perceptions of job promotion prospects

Infrequent environment friendly practices

Financial barriers to educational opportunities

Poor work life balance

Unsatisfied with life

Poor perceptions of environment

Feel politically uninformed/unheard

Infrequent use of sport and recreation facilities

Feels low responsibility for environment

No benefit from policy

Inadequate time for others

Not engaged in arts and culture

Infrequent use of public library

Notables for "Single Parents" in CBRM Compared to the Provincial Average

Assets

Close personal relationships

Use of sport and recreation facilities

Infrequent experiences of discrimination

Concerns

Inadequate time for others

Low perceptions of health care services

Difficulty paying bills on time

Social isolation/Loneliness

Difficulty making desired/needed purchases

Inadequate time for own wellbeing

Food insecurity

Inadequate time for essential daily routines

Low trust/confidence in others/institutions

Poor perceptions of environment

Financial insecurity: Transportation

Infrequent environment friendly practices

Infrequent healthy lifestyle behaviours

Barriers to recreation

Unsatisfied with life

Infrequent use of public library

Financial barriers to educational opportunities

Insecure employment

Feels low responsibility for environment

Feel politically uninformed/unheard

Educational opportunities don't exist nearby

Childcare not available at recreation facilities

No benefit from policy

Poor work life balance

Low perceptions of job promotion prospects

Rarely buy local

Not engaged in arts and culture

Feeling unsafe in neighbourhood

Notables for residents Living with a Disability in CBRM Compared to the Provincial Average

Assets

Concerns

Low self-assessed physical health	
Low perceptions of health care services	
Low trust/confidence in others/institutions	
Infrequent healthy lifestyle behaviours	
Low self-assessed mental health	
Social isolation/Loneliness	
Unsatisfied with life	
No benefit from policy	
Barriers to recreation	
Poor perceptions of environment	
Infrequent use of sport and recreation facilities	
Experiences of discrimination due to a disability	
Secure employment	
Low physical activity participation	
Poor work life balance	
Feel politically uninformed/unheard	
Difficulty making desired/needed purchases	
Infrequent use of public library	
	Food insecurity
	Financial barriers to educational opportunities
	Infrequent environment friendly practices
	Not engaged in arts and culture
	Insecure employment
	Difficulty paying bills on time

CBRM Housing Data Package



Spotlight on Housing: Quality of life data for Cape Breton Regional Municipality



Wellbeing domain	Quality of life indicator	CBRM, overall	CBRM, age 16-35	CBRM, lone parents	CBRM, income <\$40K	CBRM, with a disability	CBRM, age 66+
Life satisfaction	Life satisfaction	0.03	-0.61	-0.43	-0.22	-0.37	0.23
	Frequency in the year leading up to the survey, I could not pay my mortgage or rent on time	-0.04	-0.66	-0.62	-0.40	-0.18	0.17
	Frequency in the year leading up to the survey, I could not pay my bills on time (e.g., utilities, phone, credit card)	-0.02	-0.58	-0.62	-0.33	-0.20	0.25
	Frequency in the year leading up to the survey, I did not have enough money to buy the things I needed	-0.07	-0.43	-0.61	-0.46	-0.26	0.05
	Frequency in the year leading up to the survey, I ate less because there was not enough food or money for food	-0.02	-0.40	-0.42	-0.31	-0.18	0.04
	If I need help, this community has many excellent services to meet my needs	-0.18	-0.61	-0.24	-0.19	-0.31	0.02
	Feelings of loneliness	0.03	-0.17	-0.32	-0.14	-0.13	0.09
	Overall measure of sense of community	-0.10	-0.73	-0.24	-0.24	-0.26	0.08

The above table shows deviations in the quality of life indicators for CBRM residents compared to the mean for Nova Scotia respondents. The extent to which an indicator deviates from the provincial average is visualized by a yellow-to-purple gradient.

- The brighter the yellow, the greater the positive deviation from the mean (i.e., a good thing).
- The darker the purple, the greater the negative deviation from the mean (i.e., a concern).

Many questions in our survey for CBRM residents, will track close to the provincial average and are not depicted above. The table above only depicts answers related to housing, which may be notable and worthy of further investigation because of the degree to which they deviate from the provincial average.

The table was created using Engage's Wellbeing Analysis Tool, which reliably highlights patterns across 230 quality of life indicators from the 2019 Nova Scotia Quality of Life Survey.



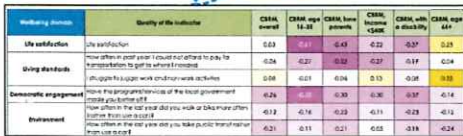
Learn more about the tool

Prepared by Engage Nova Scotia in 2024 for CBRM Council and their task force on affordable housing and homelessness.

www.engagenovascotia.ca



CBRM Transit Data Package



- The brighter the yellow, the greater the positive deviation from the mean (i.e., a good thing)
- The darker the purple, the greater the negative deviation from the mean (i.e., a concern).



www.engagenovascotia.ca

CBRM Recreation Data Package



- The brighter the yellow, the greater the positive deviation from the mean (i.e., a good thing).
- The darker the purple, the greater the negative deviation from the mean (i.e., a concern).



Learn more

Wellbeing domain	Quality of life indicator	CBRM, overall	CBRM, age 14-35	CBRM, lone parents	CBRM, income <\$40K	CBRM, with a disability	CBRM, age 66+
Life satisfaction	Life satisfaction	0.03	-0.61	-0.43	-0.22	-0.37	0.23
Healthy populations	In the past week ... I regularly engaged in good quality exercise	-0.06	-0.09	-0.29	-0.27	-0.40	-0.01
Leisure and culture	Light exercise in month leading up to the survey	0.06	0.06	0.02	0.05	0.08	0.05
	Vigorous exercise in month leading up to the survey	-0.08	0.26	0.16	-0.17	-0.29	-0.17
	Cost of recreation and culture programs prevents participation	-0.07	-0.42	-0.48	-0.38	-0.25	0.01
	Recreation and culture facilities are easy for me to get to	-0.17	-0.37	-0.28	-0.32	-0.31	-0.08
	Recreation and culture programs are offered at convenient times	-0.12	-0.45	-0.26	-0.26	-0.27	0.05
	There's a local park nearby that is easy to get to	-0.15	-0.11	-0.15	-0.22	-0.24	-0.15
	Childcare is available at recreation facilities if needed	-0.08	-0.45	-0.31	-0.03	-0.12	0.11
	Recreation and cultural facilities welcoming to me	-0.13	-0.33	-0.27	-0.27	-0.26	-0.07
Community vitality	This community provides opportunities for me to do a lot of different things	-0.22	-0.68	0.32	-0.28	-0.32	-0.02
	In this community there is never much to do	-0.31	-0.92	-0.62	-0.45	-0.36	-0.10

Next Quality of Life Survey

- **Every CBRM Household!**
- **Early 2026** in the field
- Analysis at fingertips, **in tools within a months**



Everyone benefits from high participation



Prepared by Engage Nova Scotia in 2025



Promotional kits and social media “assets” coming for Municipal Leaders

Discussion

Follow up

General - Danny Graham - dgraham@engagenovascotia.ca

Workshops - Erin Wynn – ewynn@engagenovascotia.ca

Cape Breton Island

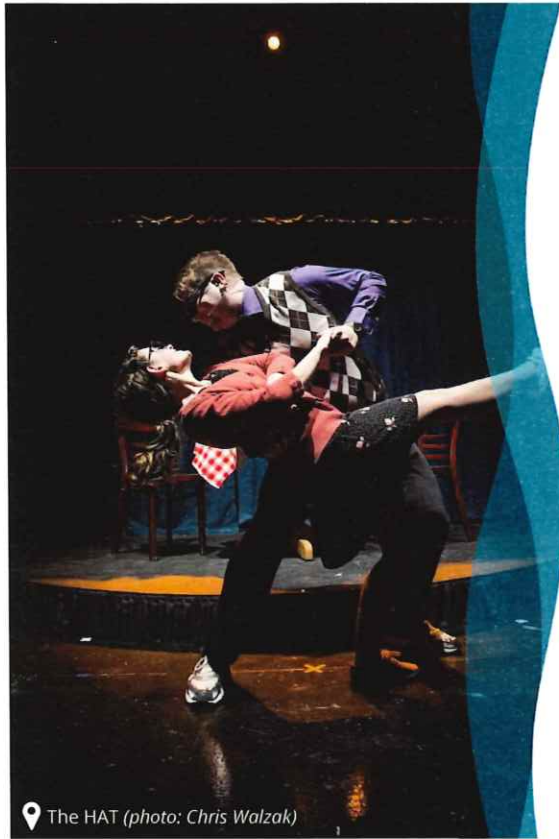
Presentation to CBRM Council
November 13, 2025

Low Point Lighthouse



Eskasoni Cultural Journeys

The Year to Date



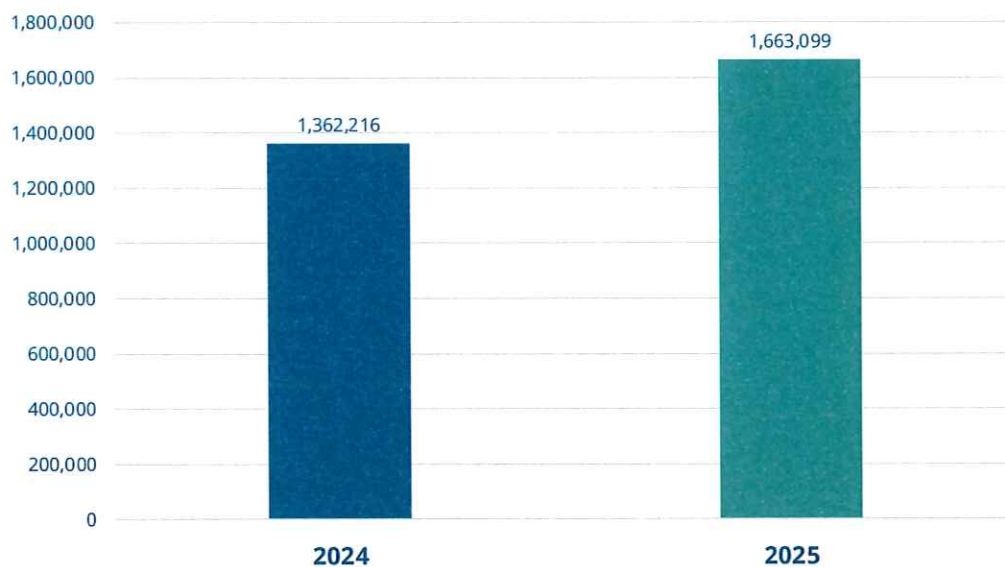
The HAT (photo: Chris Walzak)

Economic Forecast

- Passenger bookings on Canada to US routes down 70%
- 62% of Canadians avoiding travelling to the US in 2025
- *Abacus Data*
- Canada in top 3 in international travel plans for Americans in 2025 - *Longwoods International*

visitcapebreton.com Sessions

January 1-November 6, 2024-25

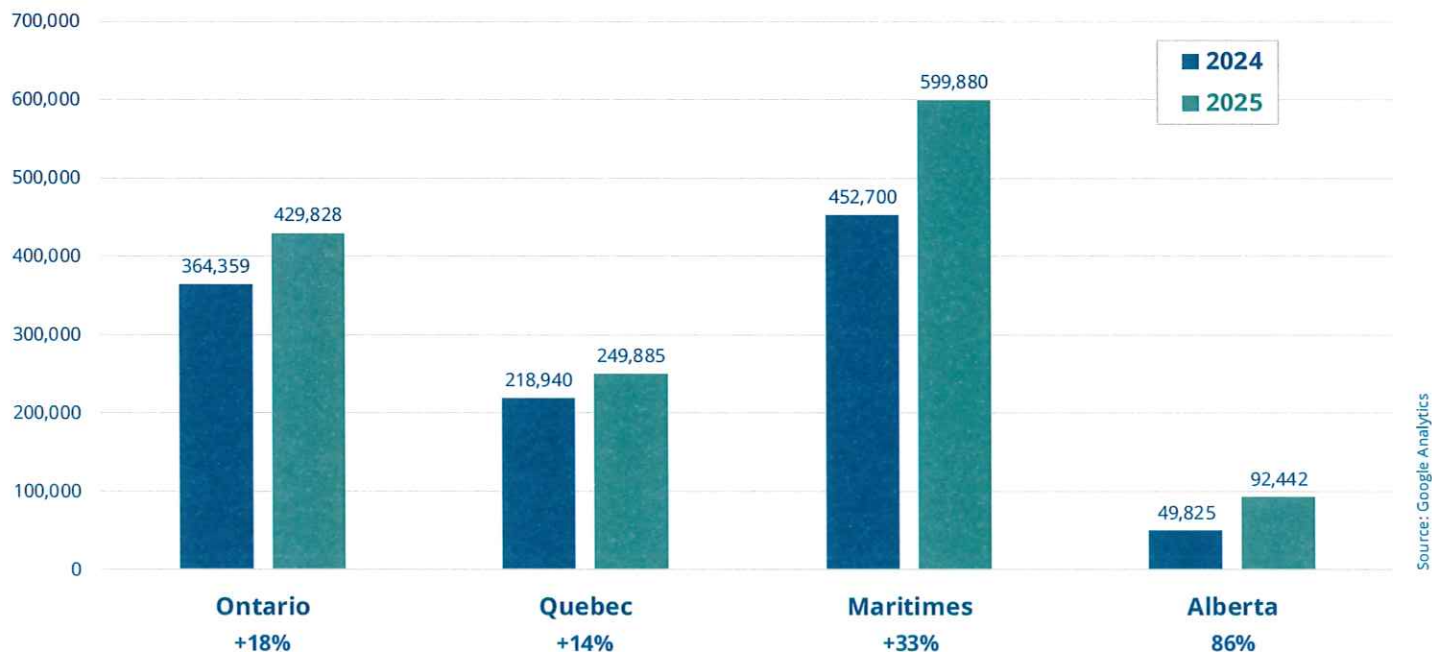


Source: Google Analytics

Sessions are up 22% and have already exceeded the 2024 total
Clicks to operator websites are up 19%; 38% since launch of new website

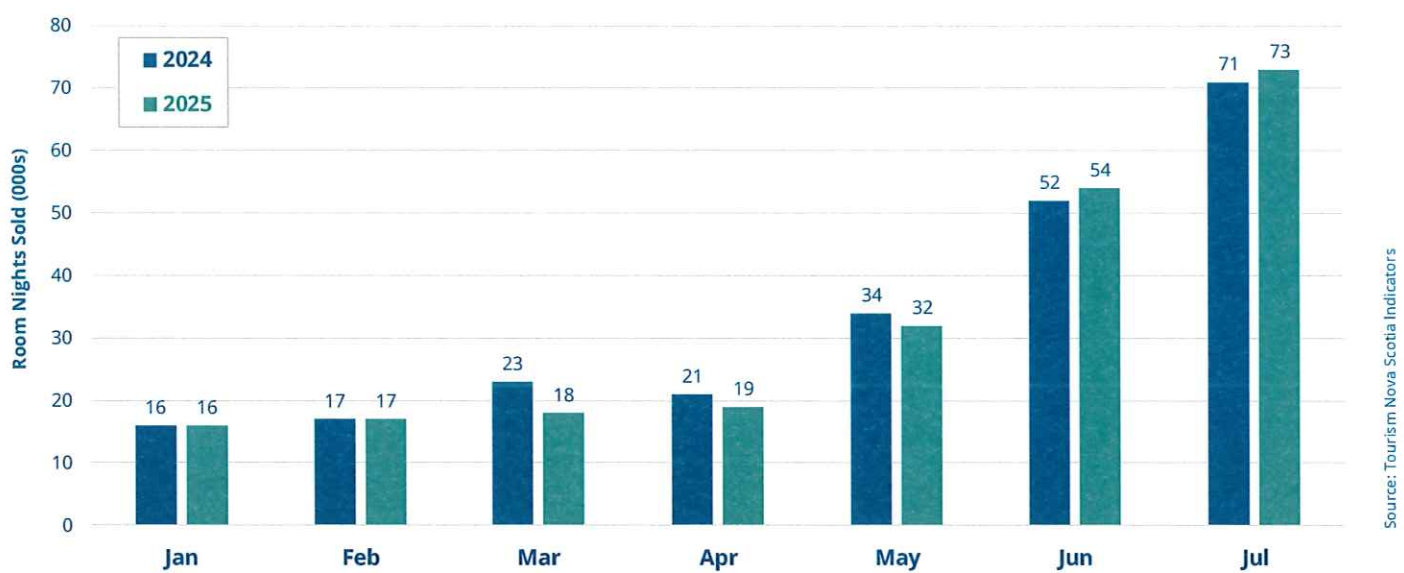
visitcapebreton.com Sessions by Market

January 1-November 6, 2024-25



Room Nights Sold

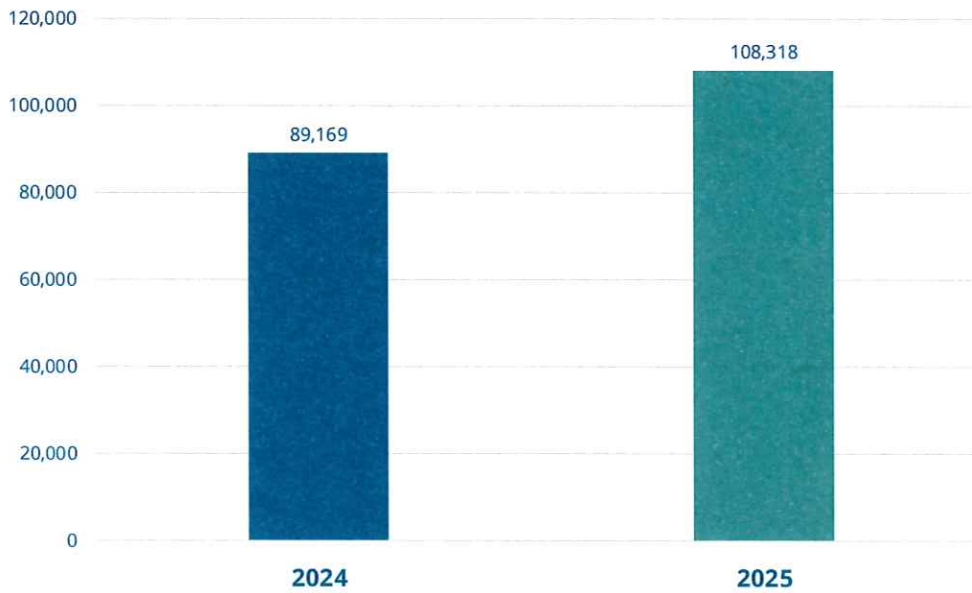
January-July, 2024-25



Room nights sold to the end of July were down 2%, mainly due to hosting the World Women's Curling Championship in March 2024

Fortress of Louisbourg Visitation

Year-to-Date to October 25, 2024-25

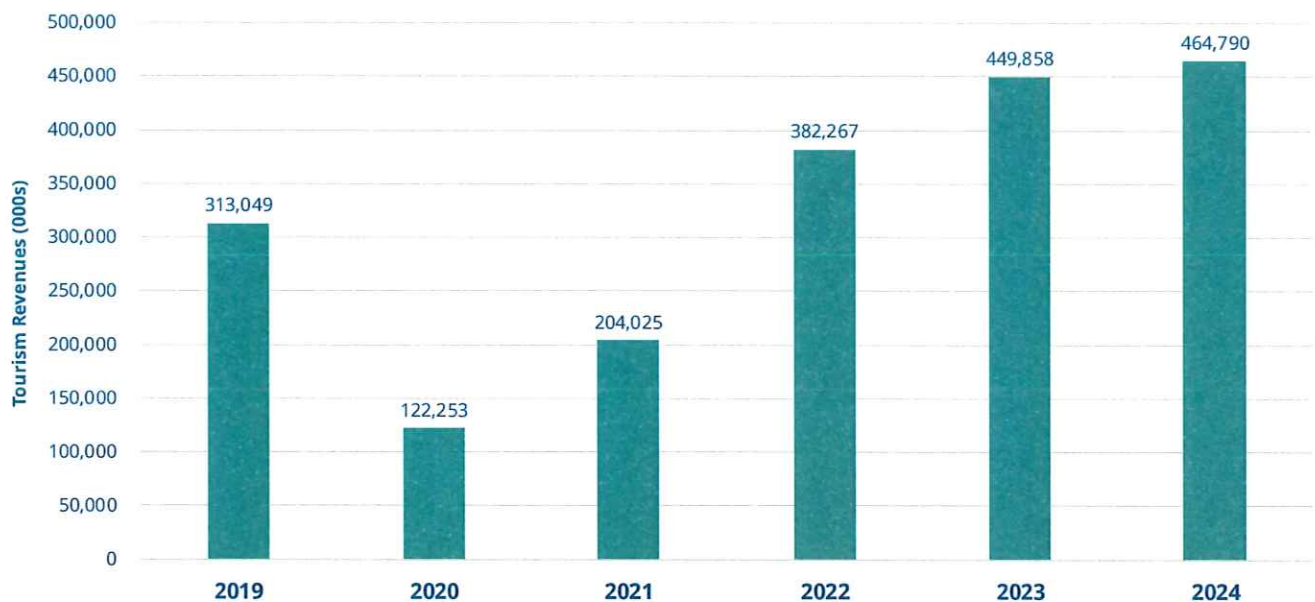


Visitation is up 22% year over year

Source: Parks Canada

Tourism Revenues

2019-2024

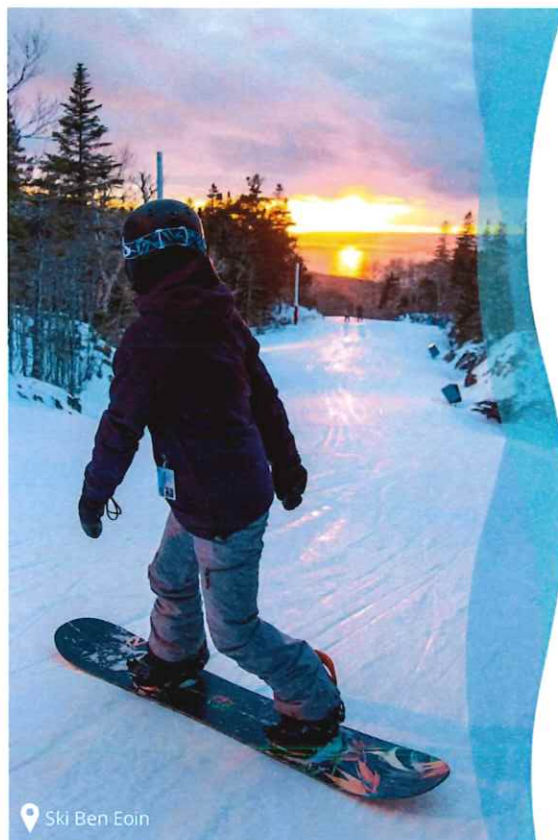


Source: Canadian Tourism Data Collective

Tourism revenues in 2024 were up 30% over 2019 (adjusted for inflation)



Black Spoon Bistro, North Sydney



2024-27 Strategic Goals

- Enhance the brand as a bucket-list destination
- Responsibly grow visitation levels, with emphasis on shoulder and winter seasons
- Increase average length of stay by one day
- Increase average visitor spend by 10%
- Elevate the quality of the visitor experience to meet the needs of high-value guests
- Become recognized as a truly sustainable and inclusive destination



Marketing

- **Brand research**
 - Brand research currently being conducted (quantitative and qualitative)
- **New marketing agency**
 - Rhyme + Reason with media partners Mira Media
 - Strong campaign development and advertising execution
 - New creative that communicates longer stays with a humour-focused approach
- **Destination Storytelling**
 - Becoming like a media company
 - Collaborating with our content creators
- **New website**
 - Faster, more user and AI friendly
 - Content hub
 - Robust community sections



Where Industry Meets Inspiration

On Cape Breton's east coast, Glance Bay offers visitors a deep dive into Nova Scotia's coal mining and maritime heritage. Go underground at the Cape Breton Miners Museum, explore the birthplace of transatlantic communication at the Marconi National Historic Site and catch a live show at the iconic Savoy Theatre. Grab a bite just across the street at The Brixton, one of the town's favourite dining spots. Glance Bay is a community built on resilience, rich stories and welcoming charm.



Outdoor & Adventure in North Sydney & Sydney Mines Area for All Seasons ▾



Barrachois Provincial Park
North Sydney & Sydney Mines Area



Cape Breton Nordic Ski Club
North Sydney & Sydney Mines Area



Escape Outdoors
North Sydney & Sydney Mines Area



Florence Beach
North Sydney & Sydney Mines Area

[See All North Sydney & Sydney Mines Area Outdoor & Adventure >](#)

Arts, Culture & Heritage in North Sydney & Sydney Mines Area for All Seasons ▾



Atlantic Memorial Park
North Sydney & Sydney Mines Area



La Quaintrelle Boutique
North Sydney & Sydney Mines Area



North Sydney Historical Society
North Sydney & Sydney Mines Area

3.9



Sydney Mines Heritage Museum & Cape Breton Fossil Centre
North Sydney & Sydney Mines Area

4.8

Food & Drink in Louisbourg Area for Summer ▾



Missy's Diner
Louisbourg

4



Salty Girls Seaside Diner
Louisbourg



Spoodrift Cafe & Gift Shop
Louisbourg

4.9



The Bothy at The North Star
Louisbourg

4.6

[See All Louisbourg Area Food & Drink >](#)

Places to Stay in Louisbourg Area for Summer ▾



Mira Bay Vacation Getaway



Cranberry Cove Inn

4.7



Fortress Inn Louisbourg

2.6



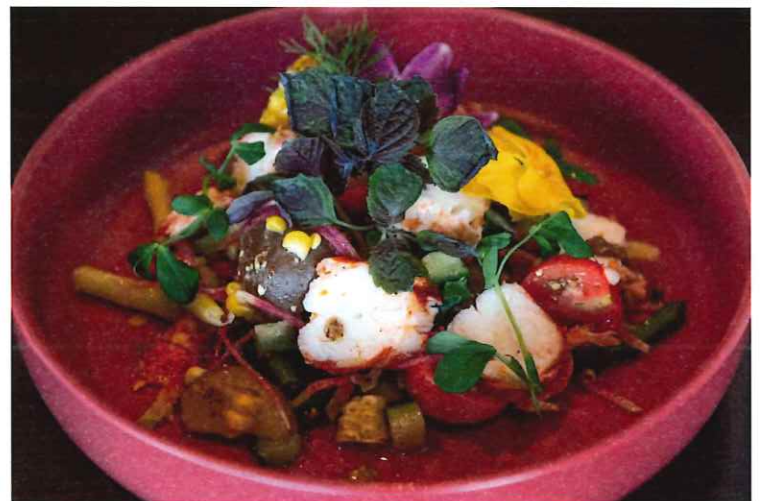
Hillside Hideaway



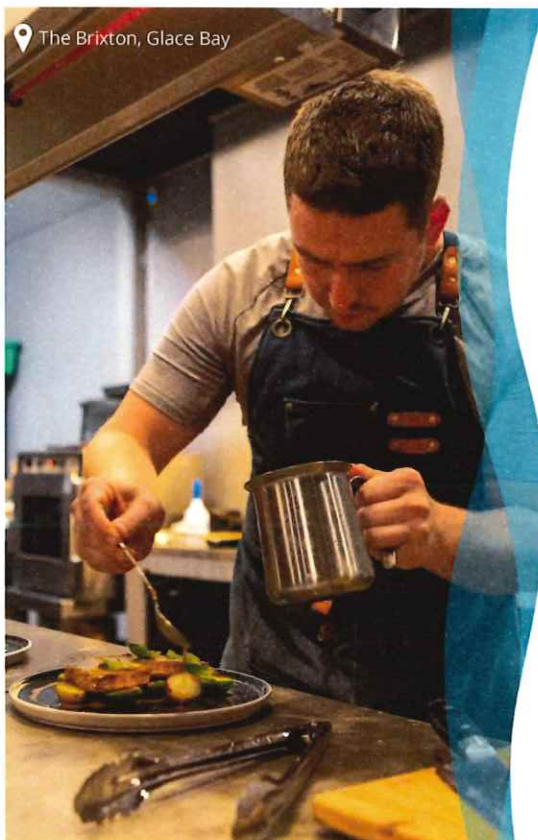
Destination Development

- **Concierge Network**
 - Enhanced training and product knowledge for VIC staff
 - Research on trip-planning sessions with visitors
 - Exploring booking engine that VICs can use as resellers
- **Marine Tourism**
 - Catalyst of "Boating Nova Scotia" initiative
 - Ensure the Bras d'Or Lake and coastal Cape Breton will be at the forefront
- **Air Access**
 - Support McCurdy Sydney Airport in route development
- **Sustainable Tourism Plan – September**
 - Focus on cultural and environmental sustainability

Expectations of Today's Visitor



Basic Service



Elevating the Visitor Experience

- **Research**
 - Brand research
 - Accommodations Needs Assessment
 - Tourism NS analysis of past results by accommodation category
- **Education**
 - Tourism Summit
 - Profiles of successful operators
 - Toolkit
- **Action**
 - Programs for re-investment
 - Investment attraction





CAPE BRETON
REGIONAL MUNICIPALITY

TO: Mayor Clarke and Members of CBRM Council

FROM: Demetri Kachafanas, Chief Administrative Officer

DATE: 2025-11-03

SUBJECT: RE: Land Use By-law Zone Map Amendment, Dominion

ORIGIN

A request has been made by the Owners of PIDs 15875289, 15875271, 15875297, 15875305 and 15381601 to consider a zone amendment to adjust the Light Industrial (LI) and Low Density Urban Residential (UR2) split zone designation on their parcels. The applicants form a group of Buyers and the Seller of recent and ongoing real estate transactions, who have purchased/are selling lands on Neville Street in Dominion for residential purposes, which the current zoning inhibits on large portions of the lot parcels.

RECOMMENDATION

That Committee of Whole recommend Council give First Reading of Amending By-law found Attachment A and schedule a Public Hearing to consider adjusting the boundary of the adjacent Light Industrial (LI) and Low Density Urban Residential (UR2) Zone boundaries for PIDs 15875289, 15875271, 15875297, 15875305 and 15381601 as show in Schedule A of the Amending By-law.

BACKGROUND

The above mentioned PIDs are zoned Light Industrial (LI) and Low Density Urban Residential (UR2) Zoning, a map of the existing zone boundaries can be found in Attachment B. A portion of each parcel fronting on Neville Street bears UR2 Zoning, however a large potion of the rear of each parcel bares the LI Zone. As the LI Zone prohibits Residential Uses, this limits the buyers use of the property for their intended residential developments.

In the 2007 CBRM Land Use By-law, similar zones were in place until it was repealed in 2023, respectively the Service Industrial Zone (SIZ) and the Residential Urban D Zone (RUD) were

applied to the lands. The boundaries of the previous zones were not altered during the adoption of the CBRM Forward Land Use By-law in 2023, a map of the 2004 Land Use By-law can be found in Attachment C.

The previous Municipal Planning Strategy (MPS) provided context into the creation of the SIZ Zone, which was created surrounding significant landholdings once owned by the Federal Crown Corporation (DEVCO) responsible for coal mining operations.

The applicants land fall into the area identified as the “*DEVCO lands in Dominion between Mitchell Avenue and Neville Street*” by the 2004 MPS. Much of this approximately 140 acre site is well set back from the residential development along Mitchell Avenue and Neville Street, and is not easily accessed by an existing Public Street or Road, however, potential is for local industrial business/tertiary service industry facilities was identified at the time.

DISCUSSION

By providing the corridor of RUD Residential Zoning along Neville Street in the 2004 MPS and LUB, consideration was given to residential development in this at the time of adoption of this zone boundary.

Further, current Parking and Loading provisions in section 4.18 of the LUB would prohibit Light Industrial Use on these parcels. In 4.18.1 d) the LUB states parking areas (including driveways) to a parking areas shall be within a zone permitting the use. As the UR2 Zone does not share any permitted uses with the LI Zone, this area zoned LI would not be able to be developed for any purpose at this time.

Given that there are existing residential developments and consideration for further residential development along Neville Street by provision of the UR2 zone in this area, staff would consider this a reasonable request as these lands would not have been able to be used in any case for LI uses.

FINANCIAL IMPLICATIONS

Fiscally, staff time was used to prepare the proposed amendment along with subsequent reports for Councils consideration. An application fee has been collected in accordance with the CBRM Fee Policy: Planning, Development, and Building

ALTERNATIVES

Alternatively, the Committee of Whole could choose not to approve the recommendation.

LEGISLATIVE AUTHORITY

Section 210 of the *Municipal Government Act* outlines the required process for amendments to the Land Use By-law (LUB).

Policy A-15 of the Municipal Planning Strategy (Attachment D)

Report Prepared by: Peter Vandermeulen, Planner

ATTACHMENT A

By-law
of the Cape Breton Regional Municipality
amending the

Cape Breton Regional Municipality’s
Land Use Bylaw

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

THAT: Council amends the CBRM’s Land Use Bylaw map by deleting Light Industrial (LI) Zone in effect for the portion of PIDs 15875289, 15875271, 15875297, 15875305 and 15381601 identified in Schedule A replacing it with the Low Density Urban Residential (UR2) Zone.

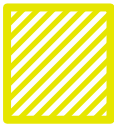
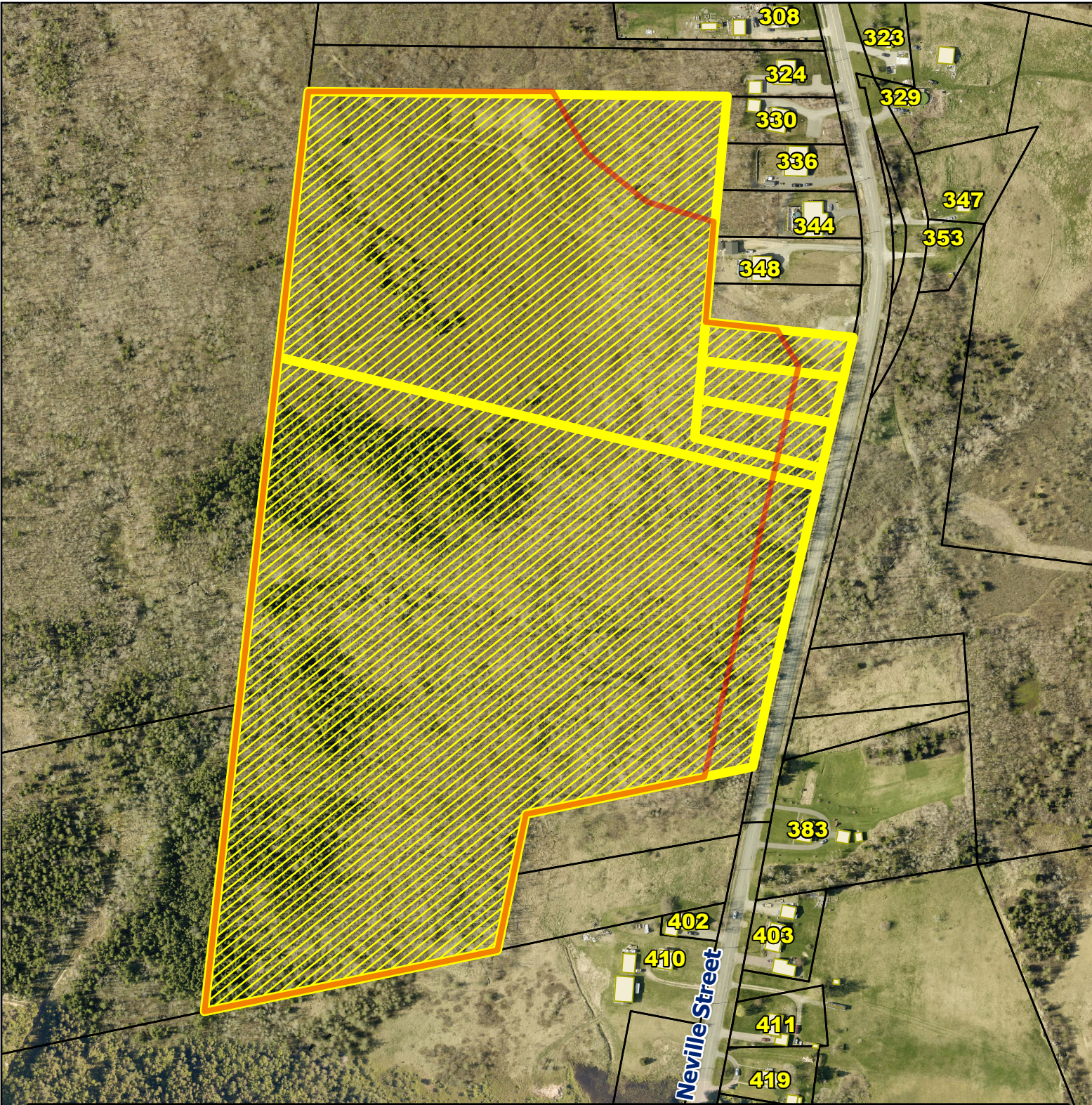
PASSED AND ADOPTED: by a majority of the whole Council at a duly called meeting of the Cape Breton Regional Municipal Council held on XXXX,XXXX.

MAYOR

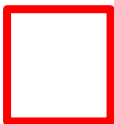
CLERK

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

Christa Dicks, CLERK

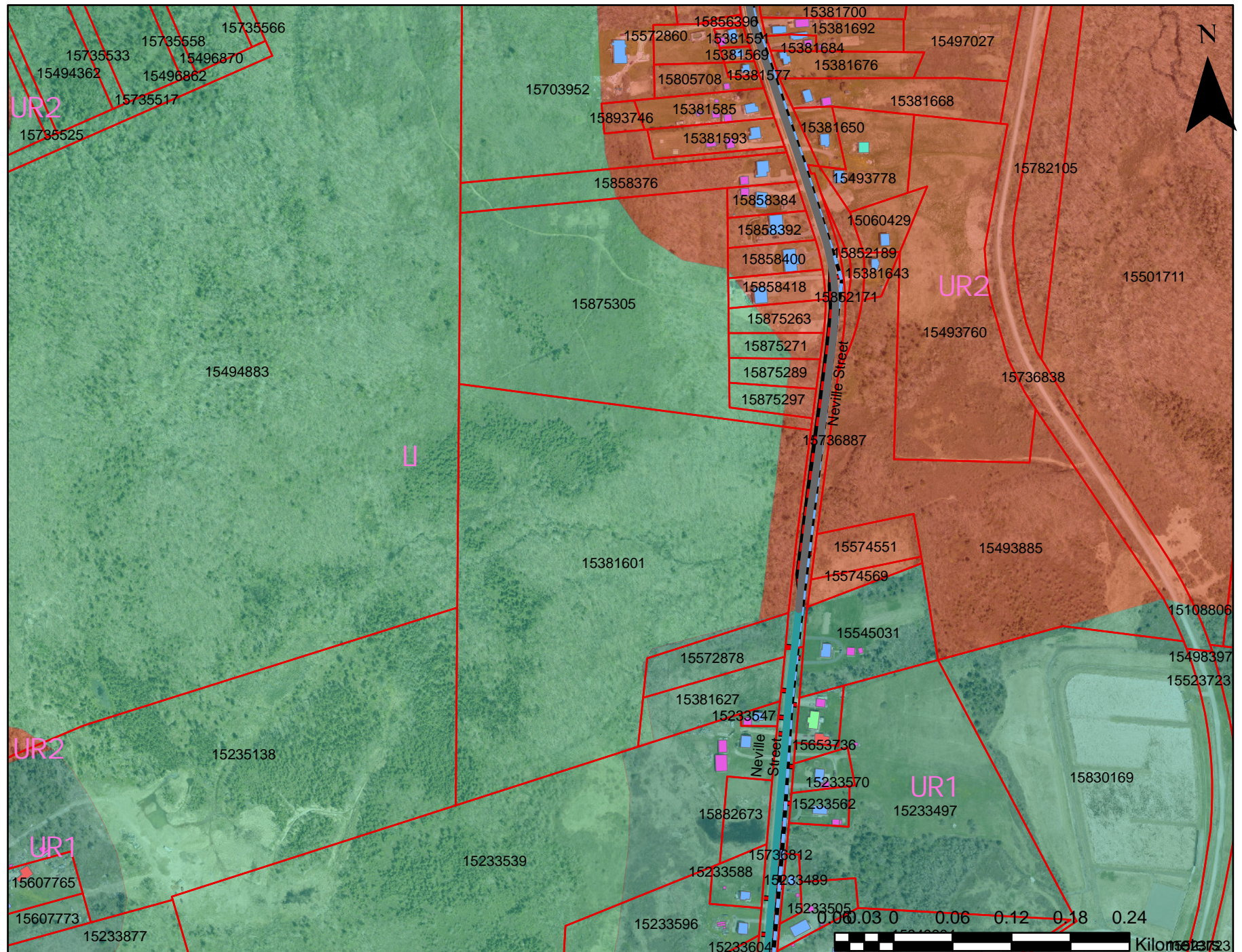


PIDs 15875305,15875289,15875271,15875297,
15381601

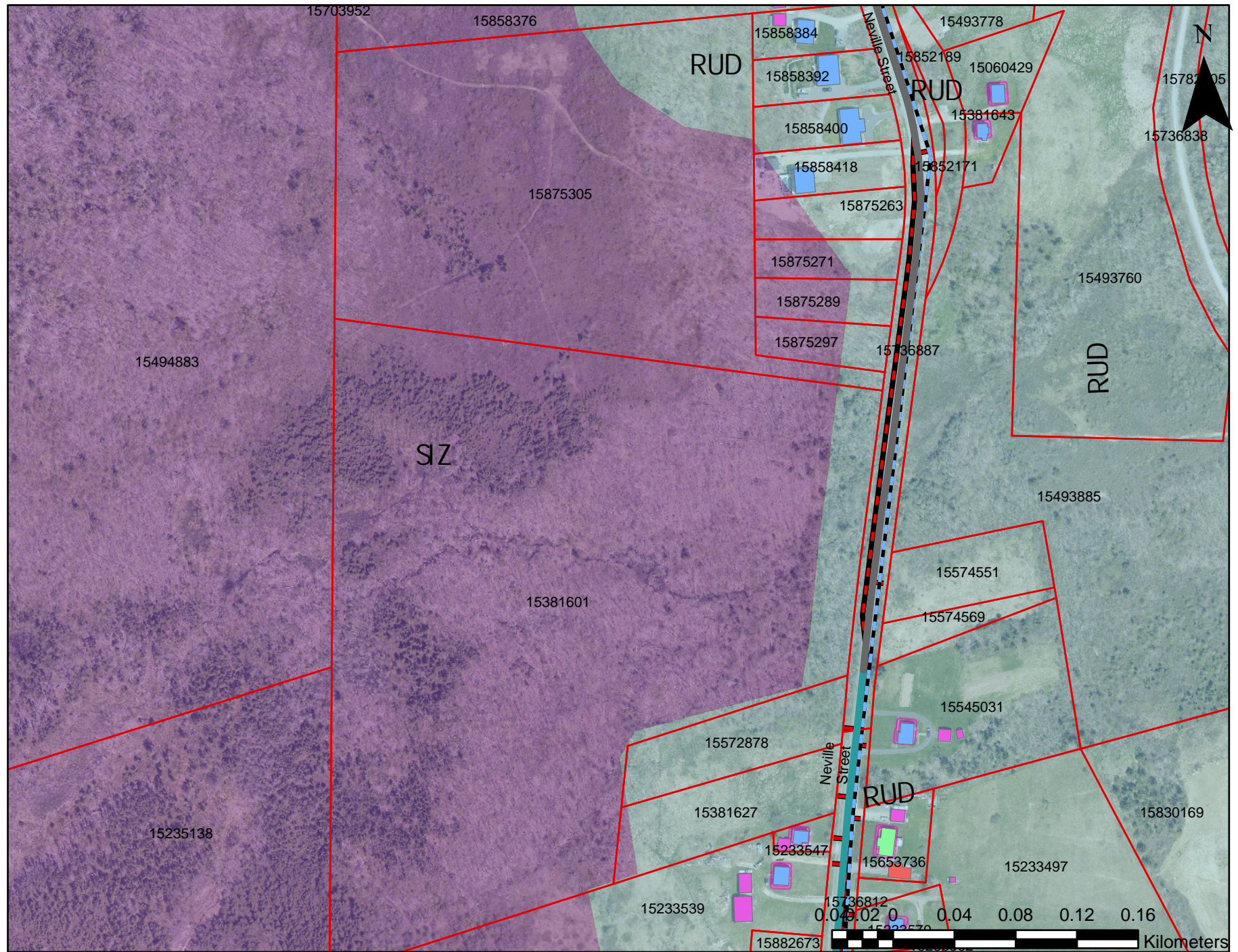


Portion to be converted from Light Industrial to
Low Density Urban Residential (UR2)

ATTACHMENT B - 2023 CBRM LAND USE BY-LAW ZONE DESIGNATION



ATTACHMENT C - 2007 CBRM LAND USE BY-LAW ZONE DESIGNATION



11.3.9. Amending the Land Use By-law

- A-14** Council may make text or map amendments to the Land Use By-law, granted the amendment is in keeping with the intention of policies set forth in this Municipal Planning Strategy and meets the general criteria set in A-18.
- A-15** Council shall may be considered for a zone amendment to an immediately adjacent zone classification on the Land Use Zone Map without requiring an amendment to this Strategy, provided that the intent of all other policies of the Strategy are satisfied.
- A-16** Council shall not amend the Land Use By-law unless Council is satisfied the proposal:
- (a) is consistent with the intent of this Municipal Planning Strategy;
 - (b) has regard for:
 - a. the ability of the Municipality to absorb public costs related to the proposal
 - b. variety of land uses within the area
 - c. the capacity of municipal infrastructure (water, sewer, stormwater)
 - d. the creation of excessive traffic hazard or congestion on the street in as determined by the Traffic Authority
 - e. scale of the proposed development in relation to the surrounding development pattern
 - f. access to public transit
 - g. connection to active transportation network



CAPE BRETON
REGIONAL MUNICIPALITY

Land Use By-law Zone Map Amendment Neville Street - Dominion



Applicants Request



PIDs are zoned both Light Industrial (LI) and Low Density Urban Residential (UR2). The applicants have requested to adjust the zone boundary to allow more area for residential development.



Legislative Authority

Municipal Planning Strategy:

Policy A-15 provides Council the ability to be considered for a zone amendment to an immediately adjacent zone classification on the Land Use Zone Map without requiring an amendment to the Municipal Planning Strategy.

Municipal Government Act:

Section 210 of the Municipal Government Act outlines the required process for amendments to the Land Use By-law (LUB). Ex. Scheduling of a public hearing, advertisement periods, and notices of adoption.

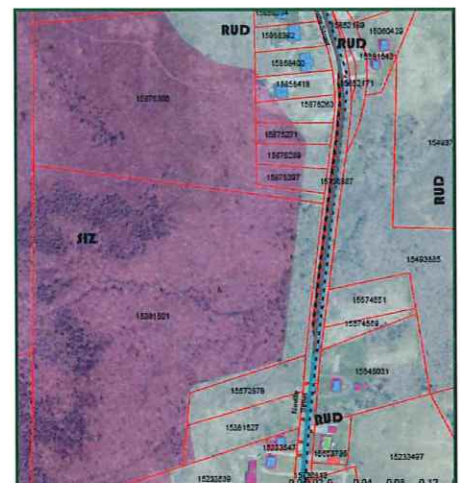


Background

PIDs are zoned both Light Industrial (LI) and Low Density Urban Residential (UR2). Large portions of the rear of each parcel bears the LI Zone which prohibits Residential Uses.

History of Zone Boundary

- Zones were put in place in the 2007 Land Use By-law and Municipal Planning Strategy (SIZ and RUD Zones).
- SIZ Zone was created surrounding significant DEVCO landholdings.
- Zone Boundary was not altered during the adoption of the 2023 CBRM Land Use By-law.



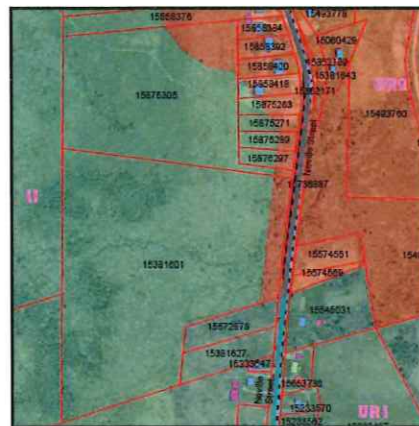
Discussion

1 - Consideration of Residential Development

By providing residential zoning along Neville Street in the 2004 MPS and LUB, consideration was given to residential development in this at the time of adoption of the zone boundary.

2 - Conflicting Permitted Uses

Parking and Loading provisions in section 4.18 of the LUB would prohibit Light Industrial Use on these parcels.



4.18. PARKING AND LOADING

4.18.1. General Provisions

- a) There are no minimum parking requirements in any zone
- b) Except as otherwise provided in this By-law, a parking area of more than five vehicles located within the Service Area Boundary is required:
 - i. to be paved and all parking spaces delineated with painted lines;
 - ii. to be separated from any public street/road by a distance of at least 1.8 metres (6 ft.) and be no closer than 0.9 metres (3 ft.) from any other lot parcel boundary and this area shall comply with this By-law's definition for landscaped open area;
 - iii. The setbacks outlined in Subsection (ii) do not apply to parking areas that existed prior to the adoption of the Land By-law.
- c) Except as otherwise provided in this By-law, a parking area of more than five vehicles developed within 10 metres of an abutting residential zone, shall be screened from the abutting residential property with a fence or coniferous hedge of a minimum height of 1 metre;
- d) Except as otherwise provided in this By-law, parking areas shall have unobstructed independent access to a public street, be located on the same lot parcel, and be within a zone permitting the use;
- e) Notwithstanding Subsection (b), parking areas located in the rear yard of an industrial zone are not required to be paved;
- f) A parking lot for 50 or more parking spaces shall delineate a pedestrian crossing area with paint to ensure the safe movement of pedestrians through the area;

Recommendation

It is recommended that Committee of the Whole:

Recommend Council give First Reading of Amending By-law found Attachment A and schedule a Public Hearing to consider adjusting the boundary of the adjacent Light Industrial (LI) and Low Density Urban Residential (UR2) Zone boundaries for PIDs 15875289, 15875271, 15875297, 15875305 and 15381601 as show in Schedule A of the Amending By-law.

By-law
of the Cape Breton Regional Municipality
amending the

Cape Breton Regional Municipality's Land Use Bylaw

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

THAT: Council amends the CBRM's Land Use Bylaw map by deleting Light Industrial (LI) Zone in effect for the portion of PIDs 15875289, 15875271, 15875297, 15875305 and 15381601 identified in Schedule A replacing it with the Low Density Urban Residential (UR2) Zone.

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

MAYOR

CLERK

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

Christa Dicks, CLERK



CAPE BRETON
REGIONAL MUNICIPALITY



M·E·M·O

320 Esplanade

Sydney, Nova Scotia, B1P 7B9

902-563-5010

To: **Mayor Cecil P. Clarke and Regional Councillors**

From: **Christa Dicks, Municipal Clerk / Director of Corporate Information Services**

Date: **November 13, 2025**

Subject: **Committee/Councillor Vacancies**

The purpose of this memo is to advise Council of the temporary committee vacancies as a result of Councillor Nickituk's leave of absence.

There are currently two vacancies:

- Police Commission
- Fences Arbitration (alternate)

It would be in order for a call for Councillor interest and nominations to these committees for a temporary appointment at a forthcoming meeting of Council.

Christa Dicks
Municipal Clerk



CBRM

A Community of Communities

Memo

TO: Mayor Cecil P. Clarke and Regional Councillors

FROM: Colin Fraser

SUBJECT: District 7 Business Association / Former Jamieson School Lease Renewal

DATE: Nov. 13, 2025

BACKGROUND:

The CBRM owns a building formerly known as the Jamieson School located at Jamieson Street, Sydney. In 2004, CBRM entered into a lease of this property with the District 7 Business Association for a ten-year term, plus an additional ten-year renewal term. The previous lease expired on Sept. 30, 2024. The Association has requested that we renew the lease on the same terms as the previous lease. A copy of the previous lease is attached for reference.

The previous lease restricted use of the leased property to use as a community economic development centre, and no other purpose. The Association has used the property for this purpose by subletting a portion of the property to the Cape Breton Business College and using the remainder as community space. My understanding is that the Association does not charge rent to CBBC for their use of the property, but only requires them to contribute funds to the property's maintenance and repairs. CBRM has no obligation to maintain or repair the property under the previous lease. The Association pays a nominal rent of \$1.00 per annum to the CBRM.

We have reviewed this request with internal staff and they have no issues with this request.

RECOMMENDATION:

That the Committee pass a motion to direct Council to approve a five-year lease with the District 7 Business Association on the same terms as the previous lease.

Submitted by:

Colin Fraser
Legal Researcher

THIS INDENTURE made this day of , A.D., 2004.

BETWEEN:

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

hereinafter called the “**LANDLORD**”,

OF THE FIRST PART

- and -

DISTRICT 7 BUSINESS ASSOCIATION, a Society incorporated under the Societies Act of Nova Scotia

hereinafter called the “**TENANT**”

OF THE SECOND PART

1. PREMISES

WITNESSETH that in consideration of the rent, covenants and agreements hereinafter reserved and contained on the part of the Tenant, the Landlord hereby demises and leases to the Tenant ALL AND SINGULAR that Building known as the former Jamieson School situated on Jamieson Street, in Sydney, in the Cape Breton Regional Municipality, in the County of Cape Breton, Province of Nova Scotia and shown for the purpose of identification only and not by way of limitation or enlargement outlined on the plan annexed hereto as Schedule “A” (hereinafter called “The Premises”).

2. TERM

TO HAVE AND TO HOLD the Premises for and during the term (hereinafter called “the Term”) of ten years to be computed from the 1st day of October, 2004, A.D., and from thenceforth next ensuing and fully to be completed and ended on the 30th day of September, 2014, A.D., unless otherwise renewed in writing by mutual agreement between the parties hereto.

3. RENTAL

YIELDING AND PAYING therefor during the term heretofore set out the amount of one dollar (\$1.00) per annum.

4. OPTION TO RENEW – (10 Years)

The Landlord hereby grants to the Tenant subject to the Tenant satisfactorily complying with all of its undertakings and obligations hereunder, the option to renew this lease for a further term, commencing immediately at the expiration of the initial term, under the same terms and conditions as contained herein, saving this option to renew, and the rental rate; by written notice to the Lessor by the tenant at least six (6) months prior to the expiration of the term of the Lease.

5. TENANT COVENANTS

THE TENANT COVENANTS with the Landlord:

a) **To pay rent promptly when due;**

b) **Assigning or Sub-Letting**

- 1) That they will not, except with the Landlord's written permission, which permission may be unreasonably withheld, assign or sublet:

If the Tenant requests the Landlord's consent to an assignment of this Lease or to a subletting of the whole or any part of the Leased premises to any person, firm or corporation (other than to one of the kinds of corporations referred to in clause (I) of this sub-paragraph (I), the Tenant shall submit to the Landlord the name of proposed assignee or subtenant and such information as to the nature of its business and its financial responsibility and standing as the Landlord may require. Upon the receipt of such request and information from the Tenant the Landlord shall have the right, exercisable in writing 14 (fourteen) days after such receipt, to cancel and terminate this Lease if the request is to assign this Lease or to sublet all of the Leased Premises or, if the request is to assign or sublet a portion of the Leased Premises only, to cancel and terminate this Lease with respect to such portion, in each case as of the date set forth in Landlord's notice of exercise of such right, which shall be neither less than 60 (sixty) nor more than 120 (one hundred and twenty) days following the service of such notice.

- 2) If the Landlord shall exercise such right the Tenant shall surrender possession of the entire Premises or the portion which is the subject of the right, as the case may be, on the date set forth in such notice in accordance with the provisions of this Lease relating to surrender of the Leased Premises at the expiration of the Term. If this Lease shall be canceled as to a portion of the Leased Premises only, the rent payable by the Tenant under this Lease shall be abated proportionately. If the Landlord shall not exercise the right to cancel this Lease as above provided after the receipt of the Tenant's written request, then the Landlord's consent to such request shall not be unreasonably withheld. In no event shall any assignment or subletting to which the Landlord may have consented release or relieve the Tenant from his obligations fully to perform all the terms, covenants and conditions of this Lease on his part to be performed.

c) **Use of Premises and Insurance**

That the Premises shall be used only for the purpose of a **community economic development centre and no other purpose** and that the Tenant will not carry on or permit to be carried on therein any other trade or business not authorized by the Lessor and that the Tenant will not do or omit or permit to be done or omitted upon the Premises anything which shall cause the rate of insurance upon the Building to be increased or any insurance policy on the Building to be canceled and if the Tenant shall be in breach of these provisions, the Tenant shall not only be responsible for all consequences flowing therefrom and shall indemnify the Landlord in respect thereof, but (I) if the rate of insurance on the Building be increased by reason of the use made of the Premises or by reason of anything done or omitted or permitted to be done or omitted by

the Tenant or by anyone permitted by the Tenant to be upon the Premises, the Tenant will pay to the Landlord on demand the amount of such increase which amount shall be recoverable as rent; and (2) if any insurance policy upon the Building shall be canceled by the insurer by reason of the use or occupation of the Premises or any part thereof by the Tenant or by any assignee or subtenant of the Tenant or by anyone permitted by the Tenant to be upon the Premises the Landlord may at its option determine the Term forthwith by leaving upon the Premises notice in writing of its intention so to do and thereupon rent and any other payments for which the Tenant is liable under this Lease shall be apportioned and paid in full to the date of such determination and the Tenant shall immediately deliver up possession of the Premises to the Landlord and the Landlord may re-enter and take possession of the same.

Provided that subject to the provisions of the next above paragraph hereof, if the amount of any insurance premium payable by the Landlord in respect of the said Premises in any calendar year shall exceed the amount of the said insurance premium payable in the first calendar year of the Term hereby demised due to no fault of the Tenant, the Tenant shall pay his proportionate share of such increase forthwith upon its becoming due and payable. If the Tenant fails to pay his proportionate share of such increase promptly, the Landlord may pay the same and such amount paid by the Landlord shall constitute rent in arrears under this Lease.

d) Observance of the Law

THAT In their use and occupation of the Premises, not to violate any and to comply with every law, by-law, ordinance, order, rule, regulation or requirement of any federal, provincial or municipal government or any department, commission, board or officer therefore and with any application, regulation or order of the Canadian Underwriters Association, or any body having a similar function or of any liability or fire insurance company by which the Landlord or Tenant may from time to time be insured.

e) Entry by Landlord

THAT THE TENANT WILL permit the Landlord or its agents to enter upon the Premises at any reasonable time and from time to time upon 24 (twenty-four) hours notice for the purpose of inspecting and of making repairs, alterations or improvements to the Premises or to the Building and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby; provided that the foregoing shall be done in such a manner as to interfere as little as is reasonable with the Tenant's business.

f) Indemnity

THAT THE TENANT WILL indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from or out of any willful act or negligence of the Tenant or any assignee, sub-tenant, agent, contractor, servant, employee or licensee of the Tenant and against and from all costs, counsel fees, expenses and liabilities incurred in connection with any such claims or any actions or proceedings brought thereon.

g) Exhibiting Premises

To permit the Landlord or its agents to exhibit the Premises to prospective purchasers or tenants during normal business hours of the last six (6) months of the Term.

h) Alterations, Etc.

That the Tenant will not make or erect in or to the Premises any installations, alterations or partitions without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent in each instance such work may be performed by employees of or contracted for with contractors engaged by the Tenant subject to all reasonable conditions which the Landlord may impose; the Tenant shall promptly pay to the Landlord or the Tenant's contractors, as the case may be when due, the cost of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the Building, its equipment or services necessitated thereby.

i) Liens

That the Tenant will not suffer or permit during the Term any mechanic's or other lien for work, labour, services or materials ordered by him or for the cost of which he may be in any way obligated to attach to the Premises or to the Building or to the lands upon which the Building is situate and that whenever and so often as any such liens shall attach or claims therefor be filed the Tenant shall within fifteen (15) days after the Tenant has notice of the claim for lien obtain the discharge thereof by payment or by giving security or in such other manner as is or may be required by law.

j) Caretaking

To maintain and keep clean all public areas in the Building.

6. LANDLORD COVENANTS

THE LANDLORD COVENANTS with the Tenants:

(1) Taxes

In this Lease:
Municipal Taxes shall be payable by the Landlord.

MUNICIPAL TAXES shall mean all municipal rates and charges which would be charged upon the lands described in Schedule "A" hereto annexed or upon any buildings, erections or installations thereon or therein which would be charged upon the said premises if the same were not exempt from municipal taxation, but does not include business taxes or business occupancy taxes or other taxes that may hereafter be levied upon or in respect of the Tenant's business at the demised Premises, whether or not the same are collectible by the Landlord or a charge on the said lands. Where the parking, shipping and receiving, landscaped and other common areas forming part of the lands described in Schedule "A" hereto and assessed separately form the demised Premises and other leasehold space on the said lands, "**MUNICIPAL TAXES**" shall also include taxes in the year in question which could be

levied or charged upon or attributable to the assessed value of the same and any business taxes or tax in lieu thereof now or hereafter levied upon the premises in respect of such parking, shipping and receiving, landscaped or other common areas.

(2) Quiet Enjoyment

The Landlord covenants with the Tenant for quiet enjoyment.

7. FIXTURES

That all installations, alterations, additions, partitions and fixtures other than trade or Tenant's fixtures in or upon the Premises, whether placed there by the Tenant or the Landlord shall become the Landlord's property without compensation therefor to the Tenant and shall not be removed from the Premises at any time either during or after the Term, and provided further that if the Landlord so directs by written notice to the Tenant, the Tenant shall upon the termination of the Term, at the expense of the Tenant, promptly remove any or all of the installations, alterations, additions, partitions, and fixtures placed in the Premises by or at the request of the Tenant and the Tenant shall make good any damage caused by such removal or the Landlord may make good such damage and the Tenant shall pay the cost thereof on demand which shall be recoverable as rent.

8. INJURY TO PREMISES AND BUILDING

Provided that if during the Term the Premises or the Buildings shall be damaged or destroyed by fire, lightning, tempest explosion, Acts of God or the Queen's enemies, structural defects or weaknesses, impact of aircraft, riots or insurrection or other casualty then the following provisions shall have effect:

a) If the Premises or other parts of the Building shall be so badly injured so as to render the Premises unfit for the Tenant's use and occupancy and shall be incapable, within reasonable diligence, of being repaired within 120 (one hundred twenty) days from the happening of such injury then either the Landlord or the Tenant may declare the Term to be forthwith terminated and the Tenant shall immediately surrender the Premises to the Landlord and shall pay rent only to the time of such injury, and the Landlord may re-enter and repossess the Premises discharged of this Lease and may remove all persons therefrom.

b) If the Premises or other parts of the Building shall be capable, with reasonable diligence, of being repaired and rendered fit for the Tenant's use and occupancy within 120 (one hundred twenty) days from the happening of such injury as aforesaid and (I) if the damage is such as to render the Premises wholly unfit for occupancy during the process of such repairs, then the rent hereby reserved shall not run or accrue after such injury or while the process of repair is going on and the rent shall recommence immediately after such repairs have been completed; or (ii) if the damage is so slight that the Premises are partially fit for occupancy and use for the purpose of the Tenant's business then until such damage has been repaired the rent hereby reserved shall abate only in proportion to the extent that possession and enjoyment are interfered with and until such possession and enjoyment are fully restored.

- c) The certificate of the architect of the Landlord as to whether any such injury can or cannot be repaired within a period of 120 days from the happening of any such injury shall be final and binding upon the parties hereto as to the facts so certified.

9. DAMAGE TO PROPERTY

The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to employees of the Tenant or to any other person while such property is in or upon the Premises or in the Building unless such loss, damage or injury shall have been caused by the negligence of the Landlord or of its employees, servants, or agents; but, notwithstanding the foregoing, in no event shall the Landlord be liable for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Building or from the water, steam or drainage pipes or plumbing works of the Building or from any other place or quarter or for any damage caused by or attributable to the conditions or arrangement of any electric or other wiring or for any damage caused by anything done or omitted by any other Tenant. The Tenant covenants to indemnify and save harmless the Landlord against and from all loss, costs, claims or demands in respect of any injuries, loss or damage referred to in this paragraph.

10. IMPOSSIBILITY OF PERFORMANCE

It is understood and agreed that whenever and to the extent that the landlord shall be unable to fulfill or shall be delayed or restricted in the fulfillment of any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work or the making of any repairs by reason of the order or direction of any administrator, controller, board, governmental department or officer or other authority, or by reason of not being unable to obtain the material, goods, equipment, service or labour required to enable it to fulfill such obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

11. DEFAULT OF TENANT

Provided, and it is hereby expressly agreed, that if and whenever the rent hereby reserved, or any part thereof, shall not be paid on the day appointed for payment thereof, although no formal demand shall have been made thereof, or in case of the breach, non-observance or non-performance of any of the covenants or agreements or Rules and Regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the Premises shall be vacated or remain unoccupied for a period of 15 (fifteen) consecutive days, or in case the Term shall be taken in execution or attachment for any cause whatever, then and in each such case, it shall be lawful for the Landlord at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and the same to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding.

12. BANKRUPTCY

Provided further that in case the Premises shall remain vacant or not used for a period of fifteen days or be used by any person other than the Tenant or for any purpose other than that as herein or in the annexed Rules and Regulations provided, without the written consent of the Landlord, or in case the Term or any of the goods and chattels of the Tenant shall be at any time seized in execution or attachment by any creditor of the Tenant or the Tenant shall make any assignment for the benefit of creditors or become bankrupt or insolvent or take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or (if the Tenant is a company) an order shall be made for the winding-up of the Tenant, then in any such case this Lease shall, at the option of the Landlord, cease and determine and the Term shall immediately become forfeited and void and the then current month's rent and the next ensuing three months' rent shall immediately become due and payable and the Landlord may re-enter and take possession of the Premises as though the Tenant or other occupant or occupants of the Premises was or were holding over after the expiration of the Term without any right whatever, but the Tenant shall continue to be liable to the Landlord for the rent hereby reserved for the balance of the Term.

13. WAIVER OF EXEMPTIONS

The Tenant hereby covenants and agrees with the Landlord that in consideration of the Premises and of the leasing and letting by the said Landlord to the said Tenant of the lands and Premises mentioned above for the Term hereby created (and it is upon that express understanding that these presents are entered into) that none of the goods or chattels of the said Tenant at any time during the continuance of the said Term hereby created on the demised Premises, shall be exempt from levy by distress for rent in arrears by the Tenant.

14. RIGHT OF RE-ENTRY

The Tenant further covenants and agrees that upon the Landlord becoming entitled to re-enter upon the Premises under any of the provisions of this Lease, the Landlord, in addition to all other rights, shall have the right to enter the Premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution therefor and to re-let the Premises as the agent of the Tenant, and to receive the rent therefor and, as the agent of the Tenant to take possession of any furniture or other property on the Premises and to sell the same at public or private sale with or without notice and to apply the proceeds of such sale and any rent derived from re-letting the Premises upon account of the rent hereby reserved, and the Tenant shall be liable to the Landlord for the deficiency, if any.

15. RIGHT OF TERMINATION

The Tenant further covenants and agrees that upon the Landlord becoming entitled to re-enter upon the Premises under any of the provisions of this Lease, the Landlord, in addition to all other rights, shall have the right to terminate forthwith this Lease and the Term by leaving upon the Premises notice in writing of its intention so to do, and thereupon rent and any other payments of which the Tenant is

liable under this Lease shall be computed, apportioned and paid in full to the date of such termination of this Lease, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the same.

16. NON-WAIVER

Any condoning, waiving, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times of or in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, nor so as to defeat or affect in any way the rights of the Landlord herein in respect of any such subsequent default or breach.

17. LANDLORD MAY PERFORM COVENANTS

If the Tenant shall fail to perform any of the covenants, or obligations of the Tenant under or in respect of this Lease the Landlord, subject as hereinafter provided, may from time to time, in its discretion, perform or cause to be performed any of such covenants or obligations, or any part thereof and for such purpose may do such things as may be requisite, including without limiting the foregoing, entering upon the demised Premises and doing such things upon or in respect of the demised Premises or any part thereof, as the Landlord may consider requisite or necessary or making, on behalf of the Tenant, any payment which the Tenant is obligated to make under the provisions of this Lease (including all expenses incurred and expenditures made by or on behalf of the Landlord under this paragraph and any other amounts owing by the Tenant to the Landlord under the provisions of this Lease, other than rent) shall, unless otherwise provided in this Lease, be forthwith paid by the Tenant to the Landlord upon receipt of written notice requesting same and if not so paid shall bear interest at 1 ½ % per month from the date the same were incurred, made or due (particulars as to which shall be given by the Landlord to the Tenant) and all amounts owing to the Landlord and referred to by this paragraph shall be deemed to be additional rent and recoverable by the Landlord in the same manner as if they were rent in arrears and with like powers of distress. Provided that, except in cases of emergency, the Landlord before exercising its rights under this clause to perform any obligation or covenant of the Tenant shall give to the Tenant 15 (fifteen) day's notice of the default which the Landlord intends to remedy and if the Tenant within said period forthwith remedies or takes such action as may be necessary to remedy said default and thereafter pursues and completes same with all reasonable diligence the Landlord shall not proceed under this clause in respect of said default.

18. NO COLLATERAL AGREEMENTS

IT IS UNDERSTOOD AND AGREED that this Lease contains the entire agreement and understanding made between the parties hereto and that there is no representation, warranty, collateral agreement or condition, expressed or implied, affecting this Lease or supported hereby other than such as may be expressly contained in or implied from the provisions hereof and that this Lease may not be modified except as herein expressly provided or except by subsequent agreement

in writing of equal formality hereto executed by the Landlord and the Tenant.

19. ARBITRATION

In the case of any dispute between the Landlord and the Tenant during the Term hereof, and any renewal, as to any matter arising hereunder, either party hereto shall be entitled to give to the other party notice of such dispute and demand arbitration thereof and, after giving notice and demand, each party shall at once appoint an arbitrator and such appointees shall jointly appoint a third. The decision of any two of the three arbitrators so appointed shall be final and binding upon the parties hereto who covenant one with the other that their disputes shall be so decided by arbitration alone and not be recourse to any court by action at law.

The provisions of the Arbitration Act, being Chapter 12 of the Revised Statutes of Nova Scotia, 1967, shall apply to any arbitration under the provisions of this Lease.

20. REGISTRATION

The Tenant covenants and agrees with the Landlord that the Tenant will not register this Lease in this form in the Registry of Deeds Office for the Cape Breton Regional Municipality. If the Tenant desires to make a registration for the purpose only of giving notice to this Lease, then the parties hereto shall contemporaneously with the execution of this Lease execute a short form thereof solely for the purpose of supporting an application for registration of notice thereof.

21. EFFECTS OF LEASE

This Indenture and everything herein contained shall extend to and bind and may be taken advantage of by the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every of the parties hereto, subject to the granting of consent by the Landlord as provided in paragraph 5 (1) to any assignment or sub-lease, and where the Tenant consists of more than one person or is a female or a corporation, the provision hereof shall be read with all grammatical changes thereby rendered necessary and all covenants on the part of the Tenant shall be deemed joint and several.

22. SCHEDULES

Schedules "A" annexed hereto forms part of this Lease Indenture.

IN WITNESS WHEREOF the Landlord and the Tenant have executed these presents.

**SIGNED, SEALED and
DELIVERED**

)
)
)
)
)

**CAPE BRETON REGIONAL
MUNICIPALITY**

_____)	_____
Witness)	Mayor
)	
)	
)	_____
)	Municipal Clerk
)	
)	<i>LANDLORD</i>
)	
)	
)	
)	DISTRICT 7 BUSINESS ASSOCIATION
)	
)	
_____)	_____
Witness)	Per: President
)	
)	
)	_____
)	Per: Secretary
)	
)	<i>TENANT</i>

Summary

Draft Statement of Expenditures

September 30, 2025

Expenditures	Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
Legislative	817,940	868,817	50,877	1,700,066	882,126
Administration	175,909	203,741	27,832	481,627	305,718
Finance	1,270,511	1,453,811	183,300	3,871,331	2,600,820
Legal	2,509,103	2,887,513	378,411	3,309,483	800,380
Human Resources	789,403	951,327	161,924	1,867,656	1,078,253
Technology & Communications	1,131,147	1,308,595	177,448	2,667,644	1,536,497
Municipal Clerk	278,889	284,451	5,562	665,585	386,696
Fiscal Services	16,152,059	16,156,382	4,323	41,982,024	16,140,619
Police Services	18,214,453	18,104,289	(110,164)	36,114,294	17,739,041
Fire Services (Incl EMO)	6,600,620	6,801,663	201,044	14,255,649	7,655,030
Engineering & Public Works	31,793,255	30,047,691	(1,745,564)	61,084,243	29,290,988
Planning	1,942,598	2,187,941	245,343	4,495,882	2,553,284
Facilities C200 & Arenas	2,101,515	2,376,715	275,201	4,753,430	2,651,915
Parks & Grounds	2,175,506	2,167,506	(8,000)	3,610,306	1,434,800
Buildings	1,809,992	1,965,653	155,661	3,937,806	2,203,673
Recreation	2,364,837	1,964,903	(399,934)	3,053,686	688,849
Total expended to date	\$ 90,127,737	\$ 89,731,000	\$ (396,737)	\$ 187,850,712	\$ 87,948,688

Departmental

Reviewed

Summary

Draft Statement of Revenue

September 30, 2025

Revenue	Year To Date Assigned	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
Total Taxes	67,077,162	66,574,116	503,045	133,148,233	66,071,071
Total Federal Government	1,825,000	1,825,000	-	3,650,000	1,825,000
Total Provincial Government Agencies	430,498	430,498	-	860,996	430,498
Total Provincial Government	1,031,500	1,031,500	-	2,063,000	1,031,500
Total Provincial Government Agencies	2,071,703	2,130,563	(58,860)	4,261,126	2,189,423
Total Services to Other Local Government	467,138	467,138	-	934,275	467,138
Total Transit	819,489	1,007,000	(187,511)	3,614,000	2,794,511
Total Environmental Development Services	224,974	150,250	74,724	300,500	75,526
Total Licenses & Permits	31,896	24,250	7,646	48,500	16,604
Total Fines & Fees	528,271	600,000	(71,729)	1,200,000	542,150
Total Rentals	257,389	259,889	(2,500)	519,777	262,388
Total Concessions & Franchises	280,538	299,503	(18,965)	945,000	147,285
Total Interest	522,255	757,500	(235,245)	1,515,000	992,745
Total Finance Revenue	22,776	17,500	5,275	35,000	12,225
Total Solid Waste Revenue	1,688,919	1,778,000	(89,081)	4,125,000	2,436,081
Total Recreation & Cultural Service Programs	283,103	348,565	(65,463)	1,694,500	2,075,859
Total Water Utility Charges	6,337,484	6,337,484	-	12,674,968	6,337,484
Total Unconditional Transfers	7,949,368	7,917,919	31,449	15,835,838	7,886,470
Total Conditional Transfers	99,335	99,335	-	425,000	325,665
Total Extraordinary Revenue	279,920	-	279,920	-	(279,920)
Year To Date Assigned	\$ 92,228,717	\$ 92,056,010	\$ 172,707	\$ 187,850,713	\$ 95,639,703

Departmental

Reviewed

Legislative	Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	571,490	576,013	4,523	1,152,026	580,536
6010 BENEFITS	85,902	115,322	29,420	230,643	144,741
6030 TRAVEL/CONFERENCES	45,697	45,697	-	90,000	44,303
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	61,313	61,313	-	97,263	35,950
6050 OFFICE SUPPLIES	5,174	6,200	1,026	12,400	7,226
6060 OFFICE EQUIPMENT	2,012	2,750	738	5,500	3,488
6080 ADVERTISING	3,687	7,250	3,563	14,500	10,813
6100 COURIER	-	125	125	250	250
6110 TELEPHONE/FAX	12,362	16,717	4,355	33,434	21,072
6120 PUBL./SUBSCRIPTIONS	741	1,275	534	2,550	1,809
6130 COMPUTER HARDWARE	1,948	1,948	-	8,000	6,052
6150 MEETING EXPENSES	7,158	13,750	6,592	27,500	20,342
6170 PROMOTION	20,458	20,458	-	26,000	5,542

Total expended to date	\$ 817,940	\$ 868,817	\$ 50,877	\$ 1,700,066	\$ 882,126
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Departmental

Finance

CAO	Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	146,237	154,894	8,657	309,789	163,552
6010 BENEFITS	21,641	29,719	8,078	59,438	37,797
6020 TRAINING/EDUCATION	-	1,650	1,650	3,300	3,300
6030 TRAVEL/CONFERENCES	3,528	9,000	5,472	18,000	14,472
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	1,328	1,328	-	1,800	472
6050 OFFICE SUPPLIES	621	1,400	779	2,800	2,179
6110 TELEPHONE/FAX	809	1,250	441	2,500	1,691
6150 MEETING EXPENSES	475	2,000	1,525	4,000	3,525
6170 PROMOTION	1,271	2,500	1,229	5,000	3,729
8100 PROFESSIONAL SERVICES	-	-	-	75,000	75,000
Total expended to date	\$ 175,909	\$ 203,741	\$ 27,832	\$ 481,627	\$ 305,718

Departmental

Finance

Finance		Year to date Expended	6 Month Budget	6 Month Variance	Annual Budget	Annual Budget Remaining
6000	WAGES/SALARIES	1,048,459	1,178,400	129,941	2,356,799	1,308,340
6010	BENEFITS	231,966	265,233	33,267	530,465	298,499
6020	TRAINING/EDUCATION	349	4,250	3,901	8,500	8,151
6030	TRAVEL/CONFERENCES	6,873	9,250	2,377	18,500	11,627
6040	PROFESSIONAL MEMBERSHIP/DUES & FEES	706	2,275	1,569	4,550	3,844
6050	OFFICE SUPPLIES	4,541	5,950	1,409	11,900	7,359
6060	OFFICE EQUIPMENT	3,473	6,500	3,027	13,000	9,527
6080	ADVERTISING	16,775	19,170	2,395	38,340	21,565
6090	POSTAGE	92,400	92,400	-	214,000	121,600
6100	COURIER	12,248	10,325	(1,923)	20,650	8,402
6110	TELEPHONE/FAX	7,976	8,750	774	17,500	9,524
6130	COMPUTER HARDWARE	4,665	4,665	-	15,000	10,335
6140	COMPUTER SOFTWARE	-	-	-	71,175	71,175
6180	COST RECOVERY	(220,484)	(220,484)	-	(360,000)	(139,516)
8010	OPERATIONAL MATERIALS/SUPPLIES	3,353	2,500	(853)	5,000	1,647
8100	PROFESSIONAL SERVICES	23,726	23,726	-	82,000	58,274
8110	CONTRACTS/AGREEMENTS	27,184	34,600	7,416	69,200	42,016
8120	LEASES	6,302	6,302	-	14,752	8,450
8180	TAX EXEMPT/WRITE OFF	-	-	-	740,000	740,000
Total expended to date		\$ 1,270,511	\$ 1,453,811	\$ 183,301	\$ 3,871,331	\$ 2,600,820

Departmental

Finance

Legal	Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	276,750	277,100	350	554,200	277,450
6010 BENEFITS	56,778	65,891	9,114	131,783	75,005
6020 TRAINING/EDUCATION	-	3,250	3,250	6,500	6,500
6030 TRAVEL/CONFERENCES	400	2,250	1,850	4,500	4,100
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	11,292	11,292	-	18,000	6,708
6050 OFFICE SUPPLIES	1,861	1,861	-	3,500	1,639
6060 OFFICE EQUIPMENT	1,041	1,041	-	2,200	1,159
6070 PHOTOCOPYING SUPPLIES	568	1,750	1,182	3,500	2,932
6080 ADVERTISING	393	2,000	1,607	4,000	3,607
6100 COURIER	326	400	75	800	474
6110 TELEPHONE/FAX	1,647	2,000	353	4,000	2,353
6120 PUBLICATIONS/SUBSCRIPTIONS	16,428	16,428	-	22,000	5,572
6130 COMPUTER HARDWARE	-	2,000	2,000	4,000	4,000
6150 MEETING EXPENSES	-	250	250	500	500
6160 LIABILITY INSURANCE	2,099,911	2,450,000	350,089	2,450,000	350,089
8100 PROFESSIONAL SERVICES	41,708	50,000	8,292	100,000	58,292
Total expended to date	\$ 2,509,103	\$ 2,887,513	\$ 378,411	\$ 3,309,483	\$ 800,380

Departmental

Finance

Human Resources

Draft Statement of Expenditures

September 30, 2025

Human Resources	Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	514,462	647,964	133,501	1,295,927	781,465
6010 BENEFITS	130,602	157,440	26,837	314,879	184,277
6020 TRAINING/EDUCATION	2,998	4,925	1,927	9,850	6,852
6030 TRAVEL/CONFERENCES	7,197	8,750	1,553	17,500	10,303
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	654	1,750	1,096	3,500	2,846
6050 OFFICE SUPPLIES	15,301	7,500	(7,801)	15,000	(301)
6060 OFFICE EQUIPMENT	83	1,250	1,167	2,500	2,417
6080 ADVERTISING	1,055	1,500	445	3,000	1,945
6110 TELEPHONE/FAX	4,080	5,000	920	10,000	5,920
6120 PUBLICATIONS/SUBSCRIPTIONS	-	1,500	1,500	3,000	3,000
6130 COMPUTER HARDWARE	2,495	3,000	505	6,000	3,505
6150 MEETING EXPENSES	4,410	4,410	-	6,500	2,090
8100 PROFESSIONAL SERVICES	101,339	101,339	-	170,000	68,661
8110 CONTRACTS/AGREEMENTS	4,725	5,000	275	10,000	5,275
Total expended to date	\$ 789,403	\$ 951,327	\$ 161,924	\$ 1,867,656	\$ 1,078,253

Departmental

Finance

Technology/Communications	Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	534,119	629,311	95,193	1,258,623	724,504
6010 BENEFITS	131,339	144,551	13,212	289,102	157,763
6011 MISCELLANEOUS BENEFITS	(35,583)	(54,579)	(18,996)	(109,158)	(73,575)
6020 TRAINING/EDUCATION	-	11,250	11,250	22,500	22,500
6030 TRAVEL/CONFERENCES	2,215	3,250	1,035	6,500	4,285
6040 PROFESSIONAL MEMBERSHIP/DUES	-	500	500	1,000	1,000
6050 OFFICE SUPPLIES	3,940	3,087	(853)	2,850	(1,090)
6060 OFFICE EQUIPMENT	128	2,000	1,872	4,000	3,872
6080 ADVERTISING	1,040	1,500	460	3,000	1,960
6110 TELEPHONE/FAX	18,139	25,000	6,861	50,000	31,861
6130 COMPUTER HARDWARE	24,811	26,344	1,533	180,000	155,189
6140 COMPUTER SOFTWARE	355,827	386,531	30,704	475,000	119,173
6150 MEETING EXPENSES	2,197	500	(1,697)	1,000	(1,197)
7070 BLDG/FACILITY RENTAL	12,413	11,000	(1,413)	22,000	9,587
8040 COMM EQUIPMENT LINES	623	1,250	627	2,500	1,877
8100 PROFESSIONAL SERVICES	15,244	30,000	14,756	60,000	44,756
8110 CONTRACTS/AGREEMENTS	64,028	87,100	23,072	174,200	110,172
8120 LEASES SAP	670	-	(670)	116,184	115,514
8130 LICENSES/PERMITS	-	-	-	108,343	108,343
Total expended to date	\$ 1,131,147	\$ 1,308,595	\$ 177,448	\$ 2,667,644	\$ 1,536,497

Departmental

Finance

Municipal Clerk	Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	168,176	174,830	6,654	349,660	181,484
6010 BENEFITS	41,270	38,963	(2,307)	77,925	36,655
6020 TRAINING/EDUCATION	771	2,750	1,979	5,500	4,729
6030 TRAVEL/CONFERENCES	19	2,500	2,481	5,000	4,981
6040 PROFESSIONAL MEMBERSHIP/DUES	4,271	700	(3,571)	1,400	(2,871)
6050 OFFICE SUPPLIES	543	1,500	957	3,000	2,457
6060 OFFICE EQUIPMENT	207	1,000	793	2,000	1,793
6070 PHOTOCOPYING SUPPLIES	16,564	11,750	(4,814)	23,500	6,936
6080 ADVERTISING	-	750	750	1,500	1,500
6100 COURIER	172	50	(122)	100	(72)
6110 TELEPHONE/FAX	940	2,100	1,160	4,200	3,260
6120 PUBLICATIONS/SUBSCRIPTIONS	1,345	900	(445)	1,800	455
6130 COMPUTER HARDWARE	-	1,500	1,500	3,000	3,000
6140 COMPUTER SOFTWARE	37,909	37,909	-	42,500	4,591
6150 MEETING EXPENSES	6,701	7,250	549	14,500	7,799
8110 CONTRACTS/AGREEMENTS	-	-	-	130,000	130,000
Total expended to date	\$ 278,889	\$ 284,451	\$ 5,562	\$ 665,585	\$ 386,696

Departmental

Finance

Fiscal Services						
	Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining	
8195 WATER SUPPLY & HYDRANTS	3,538,196	3,538,192	(3)	7,076,384	3,538,189	
9010 INTEREST ON SHORT TERM BORROWING	-	-	-	400,000	400,000	
9020 INTEREST ON LONG TERM DEBT	830,974	830,974	-	1,794,276	963,302	
9050 PRINCIPLE ON LONG TERM DEBT	880,814	880,814	-	8,395,561	7,514,747	
9052 DEBT/CAPITAL BOND DISC	-	-	-	63,000	63,000	
9090 BANK CHARGES	42,936	42,500	(436)	85,000	42,064	
9200 ALLOWANCE FOR UNCOLLECTABLE TAXES	-	-	-	600,000	600,000	
9420 APPROPRIATION TO CAPITAL FUND	-	-	-	1,840,000	1,840,000	
9430 APPROPRIATION TO B.I.D.C.s	115,396	114,502	(894)	229,004	113,608	
9620 REGIONAL LIBRARY	351,900	351,900	-	703,800	351,900	
9630 CAPE BRETON/VICTORIA SCHOOL BOARD	9,689,346	9,689,346	-	19,378,692	-	
9640 PROPERTY ASSESSMENT COSTS	702,498	708,153	5,656	1,416,307	713,809	
Total expended to date	\$ 16,152,059	\$ 16,156,382	\$ 4,322	\$ 41,982,024	\$ 16,140,619	

Departmental

Finance

Police Services		Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
GL 6000, 6010 , & 6011 WAGES & BENEFITS NET OF COST RECOVERY		15,547,818	15,735,574	187,757	31,471,149	15,923,331
6020 TRAINING/EDUCATION		145,629	145,629	-	192,500	46,871
6030 TRAVEL/CONFERENCES		30,236	31,500	1,264	63,000	32,764
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES		3,483	3,483	-	5,000	1,517
6050 OFFICE SUPPLIES		18,185	24,375	6,190	48,750	30,565
6060 OFFICE EQUIPMENT		21,121	39,500	18,379	79,000	57,879
6070 PHOTOCOPYING SUPPLIES		-	5,000	5,000	10,000	10,000
6080 ADVERTISING		311	3,000	2,689	6,000	5,689
6100 COURIER		5,450	6,500	1,050	13,000	7,550
6110 TELEPHONE/FAX		162,964	147,500	(15,464)	295,000	132,036
6120 PUBLICATIONS/SUBSCRIPTIONS		3,956	3,956	-	6,000	2,044
6130 COMPUTER HARDWARE		155,970	155,970	-	270,000	114,030
6140 COMPUTER SOFTWARE		112,312	112,312	-	710,000	597,688
6150 MEETING EXPENSES		8,093	8,093	-	11,000	2,907
6170 PROMOTION		5,424	5,424	-	10,000	4,576
7000 HEAT		4,254	16,000	11,746	32,000	27,746
7010 ELECTRICAL		51,231	62,000	10,769	124,000	72,769
7020 WATER		917	4,263	3,346	8,525	7,608
7030 BUILDING/FACILITY MAINTENANCE		30,678	46,500	15,822	93,000	62,322
7040 BUILDING FACILITY REPAIR		102	7,500	7,398	15,000	14,898
7060 BUILDING/FACILITY RENOVATION		2,144	7,500	5,356	15,000	12,856
7070 BUILDING/FACILITY RENTAL		52,260	50,500	(1,760)	101,000	48,740
7110 SECURITY		467	1,000	533	2,000	1,533
7500 VEHICLE/EQUIPMENT MAINTENANCE		15,908	15,908	-	30,000	14,092
7505 GASOLINE & DIESEL		226,937	250,000	23,063	500,000	273,063
7510 VEHICLE/EQUIPMENT REPAIRS		230,091	162,500	(67,591)	325,000	94,909
7530 VEHICLE/EQUIPMENT REPLACEMENT		487,126	487,126	-	580,000	92,874
7540 VEHICLE/EQUIPMENT RENTAL		-	1,000	1,000	2,000	2,000
7550 VEHICLE/EQUIPMENT TOWING		374	2,000	1,626	4,000	3,626
8000 OPERATIONAL EQUIPMENT		119,543	119,543	-	150,000	30,457
8010 OPERATIONAL MATERIALS/SUPPLIES		134,520	134,520	-	150,000	15,480
8020 MAINTENANCE EQUIPMENT		2,963	3,035	72	6,070	3,107
8040 COMMUNICATION EQUIPMENT LINES		1,703	250	(1,453)	500	(1,203)
8090 UNIFORMS/CLOTHING		91,328	91,328	-	175,000	83,672
8100 PROFESSIONAL SERVICES		147,142	75,000	(72,142)	150,000	2,858
8110 CONTRACTS/AGREEMENTS		29,303	47,500	18,197	95,000	65,697
8120 LEASES		-	-	-	157,800	(184,507)
8125 MAJOR INVESTIGATIONS		364,507	90,000	(274,507)	180,000	(184,507)
8130 LICENSES/PERMITS		-	1,500	1,500	3,000	25,000
8150 GRANT S/SUBSIDIES TO ORGANIZATIONS		-	-	-	25,000	25,000
Total expended to date		18,214,453	18,104,289	(110,162)	36,114,294	17,739,041

Departmental

Finance

Police Services

Draft Statement of Revenue

September 30, 2025

Police Services Revenue	Year to date Assigned	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
4751 RECORDS INQUIRIES	69,282	100,000	(30,718)	200,000	130,718
5151 FINES	152,538	150,000	2,538	300,000	147,462
Total Revenue to date	\$ 221,820	\$ 250,000	\$ (28,180)	\$ 500,000	\$ 278,180

Departmental

Finance

Fire Services

Draft Statement of Expenditures

September 30, 2025

Fire Services Including EMO		Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES		3,687,135	3,625,999	(61,136)	7,251,998	3,564,863
6010 BENEFITS		904,804	899,520	(5,284)	1,799,040	894,236
6011 MISCELLANEOUS BENEFITS		2,820	22,813	19,993	45,626	42,806
6020 TRAINING/EDUCATION		23,106	118,600	95,494	237,200	214,094
6030 TRAVEL/CONFERENCES		37,337	37,337	-	60,000	22,663
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES		222	5,650	5,428	11,300	11,078
6050 OFFICE SUPPLIES		3,369	5,500	2,131	11,000	7,631
6060 OFFICE EQUIPMENT		1,182	4,750	3,568	9,500	8,318
6080 ADVERTISING		-	750	750	1,500	1,500
6110 TELEPHONE/FAX		24,454	20,674	(3,780)	41,348	16,894
6120 PUBLICATIONS/SUBSCRIPTIONS		10	300	290	600	590
6130 COMPUTER HARDWARE		685	685	-	11,500	10,815
6140 COMPUTER SOFTWARE		30,202	30,202	-	35,500	5,298
6150 MEETING EXPENSES		1,910	2,250	340	4,500	2,590
6170 PROMOTION		7,227	13,650	6,423	27,300	20,073
7000 HEAT		29,568	49,000	19,432	98,000	68,432
7010 ELECTRICAL		37,671	50,387	12,715	100,773	63,102
7020 WATER		18,058	20,000	1,942	40,000	21,942
7030 BUILDING/FACILITY MAINTENANCE		13,745	34,900	21,155	69,800	56,055
7040 BUILDING/FACILITY REPAIR		139	15,027	14,887	30,053	29,914
7060 BUILDING/FACILITY RENOVATION		14,241	2,500	(11,741)	5,000	(9,241)
7500 VEHICLE/EQUIPMENT MAINTENANCE		277,639	225,000	(52,639)	450,000	172,361
7505 GASOLINE & DIESEL		39,212	45,833	6,620	91,665	52,453
7530 VEHICLE/EQUIPMENT REPLACEMENT		-	-	-	50,500	50,500
7560 VEHICLE/EQUIPMENT GENERAL SUPPLIES		17,948	10,000	(7,948)	20,000	2,052
8000 OPERATIONAL EQUIPMENT		188,386	309,780	121,394	619,560	431,174
8010 OPERATIONAL MATERIALS/SUPPLIES		48,169	26,000	(22,169)	52,000	3,831
8020 MAINTENANCE EQUIPMENT		29,515	25,000	(4,515)	50,000	20,485
8040 COMMUNICATION EQUIPMENT LINES		-	2,175	2,175	4,350	4,350
8090 UNIFORMS/CLOTHING		34,382	35,063	681	70,125	35,743
8100 PROFESSIONAL SERVICES		7,802	6,250	(1,552)	12,500	4,698
8110 CONTRACTS/AGREEMENTS		41,936	62,125	20,189	124,250	82,314
8120 LEASES		102,863	102,863	-	298,047	195,184
8130 LICENSES/PERMITS		24	8,913	8,889	17,825	17,801
8150 GRANTS/SUBSIDIES TO ORGANIZATIONS		982,170	982,170	-	2,503,289	1,521,118
Total expended to date						
		\$ 6,600,620	\$ 6,801,663	\$ 201,044	\$ 14,255,649	\$ 7,655,030

Departmental

Finance

Fire Services Revenue	Year to date Assigned	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
4776 PROV NS FIRE PROTECTION GRANT	203,875	203,875	-	407,750	203,875
4776 MEMBERTOU MUNICIPAL SERVICES AGRMNT	263,262	263,262	-	526,525	263,262
Total Revenue to date	\$ 467,138	\$ 467,138	\$ -	\$ 934,275	\$ 467,138

Departmental

Finance

**Draft - Engineering and Public Works Actuals
to September 30, 2025**

REVENUE	Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining	% of Annual Budget
TRANSIT	819,490	1,007,000	(187,510)	3,614,000	(2,794,510)	0.23
SOLIDWASTE TIP FEES	1,410,919	1,500,000	(89,081)	3,000,000	(1,589,081)	0.47
SOLIDWASTE COST RECOVERIES	278,000	278,000	-	1,125,000	(847,000)	0.25
WATER UTILITY ADMIN FEE	6,337,484	6,337,484	-	12,674,968	(6,337,484)	0.50
TOTAL PW REVENUES	8,845,893	9,122,484	(276,591)	20,413,968	(11,568,075)	\$ 0.43

EXPENDITURES

ADMINISTRATION	2,083,037	2,285,494	202,457	4,915,520	2,832,483	0.42
ENGINEERING	476,911	571,119	94,208	1,095,208	618,297	0.44
CENTRAL DIVISION	4,910,417	4,697,407	(213,010)	9,333,068	4,422,651	0.53
EAST DIVISION	4,332,408	3,966,608	(365,800)	8,192,278	3,859,870	0.53
NORTH DIVISION	2,024,667	1,653,132	(371,535)	3,820,216	1,795,549	0.53
SOLID WASTE	10,754,627	8,953,727	(1,800,900)	17,309,927	6,555,300	0.62
MECHANICAL FLEET	2,542,040	2,896,226	354,186	6,239,651	3,697,611	0.41
TRANSIT	4,669,148	5,023,978	354,830	10,178,375	5,509,227	0.46
TOTAL PW EXPENDITURES	31,793,255	30,047,691	(1,745,564)	61,084,243	29,290,988	\$ 0.52

Signature:

Chief Engineer of Engineering & Public Works

Chief Financial Officer

Director of Engineering & Public Works

Planning Department	Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	871,938	1,000,473	128,535	2,000,945	1,129,007
6010 BENEFITS	236,236	251,481	15,244	502,961	266,725
6011 MISCELLANEOUS BENEFITS	(48,410)	(55,922)	(7,512)	(111,844)	(63,434)
6020 TRAINING/EDUCATION	1,531	10,250	8,719	20,500	18,969
6030 TRAVEL/CONFERENCES	21,288	22,250	962	44,500	23,212
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	1,731	5,025	3,294	10,050	8,319
6050 OFFICE SUPPLIES	6,869	8,500	1,631	17,000	10,131
6060 OFFICE EQUIPMENT	3,642	12,350	8,708	24,700	21,058
6080 ADVERTISING	2,063	11,350	9,287	22,700	20,637
6110 TELEPHONE/FAX	7,937	9,500	1,563	19,000	11,063
6120 PUBL./SUBSCRIPTIONS	-	200	200	400	400
6130 COMPUTER HARDWARE	2,698	33,500	30,802	67,000	64,302
6140 COMPUTER SOFTWARE	21	7,250	7,229	14,500	14,479
6150 MEETING EXPENSES	325	2,100	1,775	4,200	3,875
6170 PROMOTION	5,339	17,000	11,661	34,000	28,661
7130 DEMOLITIONS	-	-	-	120,000	120,000
8000 OPERATIONAL EQUIPMENT	4,977	17,000	12,023	34,000	29,023
8010 OPERATIONAL MATERIALS/SUPPLIES	243	3,250	3,007	6,500	6,257
8090 UNIFORMS / CLOTHING	423	5,500	5,077	11,000	10,577
8100 PROFESSIONAL SERVICES	67,862	21,875	(45,987)	43,750	(24,112)
8110 CONTRACTS/AGREEMENTS	195,717	460,000	264,283	920,000	724,283
8130 LICENSES/PERMITS	78,952	53,010	(25,942)	106,020	27,068
8135 REGULATORY FEES	41,546	22,000	(19,546)	44,000	2,454
8150 GRANTS/SUBS TO ORG	439,667	270,000	(169,667)	540,000	100,333
Total expended to date	\$ 1,942,598	2,187,941	\$ 245,343	\$ 4,495,882	\$ 2,553,284

Departmental

Finance

	Year to date Assigned	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
Bylaw Revenue					
5112 Vendor Licenses	\$ 12,600	\$ 7,250	\$ 5,350	\$ 14,500	\$ 1,900
5113 Animal Licenses	1,330	4,000	(2,670)	8,000	6,670
5114 Taxi Licenses	17,966	12,500	5,466	25,000	7,034
5115 Vending Machine Licenses	-	500	(500)	1,000	1,000
5301 Parking Meter Revenue	120,421	125,000	(4,579)	250,000	129,579
Total Bylaw Revenue	\$ 152,317	\$ 149,250	\$ 3,067	\$ 298,500	\$ 146,183
Development / Planning Revenue					
5496 Mapping Sales	\$ -	\$ 250	\$ (250)	\$ 500	\$ 500
5495 Other Sales	9,088	2,500	6,588	5,000	(4,088)
5497 Lun Amendment Fees	1,250	2,500	(1,250)	5,000	3,750
5101 Building Permits	186,386	125,000	61,386	250,000	63,614
5102 Subdivision Fees	28,250	20,000	8,250	40,000	11,750
Total Develop / Planning Rev	\$ 224,974	\$ 150,250	\$ 74,724	\$ 300,500	\$ 75,526
Total Bylaw / Dev / Planning Revenue	\$ 377,291	\$ 299,500	\$ 77,791	\$ 599,000	\$ 221,709

Departmental

Finance

	Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	877,641	972,238	94,597	1,944,476	1,066,835
6010 BENEFITS	192,585	217,352	24,767	434,704	242,119
6020 TRAINING	2,644	3,500	856	7,000	4,356
6030 TRAVEL/CONFERENCES	4,865	4,500	(365)	9,000	4,135
6040 PROFESSIONAL MEMBERSHIP/	582	2,500	1,918	5,000	4,418
6050 OFFICE SUPPLIES	1,757	2,750	993	5,500	3,743
6060 OFFICE EQUIPMENT	-	1,000	1,000	2,000	2,000
6080 ADVERTISING	521	2,500	1,979	5,000	4,479
6110 TELEPHONE/FAX	16,829	16,125	(704)	32,250	15,422
6130 COMPUTER HARDWARE	-	2,500	2,500	5,000	5,000
6140 COMPUTER SOFTWARE	11,974	1,250	(10,724)	2,500	(9,474)
6150 MEETING EXPENSES	1,920	1,500	(420)	3,000	1,080
7000 HEAT	44,168	52,500	8,332	105,000	60,832
7010 ELECTRICAL	211,935	447,500	235,565	895,000	683,065
7020 WATER	38,908	37,250	(1,658)	74,500	35,592
7030 BLDG/FACILITY MAINT	142,680	62,500	(80,180)	125,000	(17,680)
7040 BLDG/FACILITY REPAIR	38,649	42,500	3,851	85,000	46,351
7080 PLANT MAINTENANCE	58,568	47,500	(11,068)	95,000	36,432
7110 SECURITY	62,414	70,500	8,086	141,000	78,586
7510 VEH/EQUIP REPAIRS	1,983	11,250	9,267	22,500	20,517
8000 OPERATIONAL EQUIPMENT	78,218	9,000	(69,218)	18,000	(60,218)
8010 OPERATIONAL MATERIALS/SUF	68,273	85,000	16,726	170,000	101,727
8050 COST OF SALES	185,668	215,500	29,832	431,000	245,332
8090 UNIFORMS/CLOTHING	745	9,250	8,505	18,500	17,755
8100 PROFESSIONAL SERVICE	10,559	1,250	(9,309)	2,500	(8,059)
8110 CONTRACTS/AGREEMENTS	47,428	57,500	10,072	115,000	67,572
Total expended to date	\$ 2,101,515	\$ 2,376,715	\$ 275,201	\$ 4,753,430	\$ 2,651,915

Departmental

Finance

	Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
GL 4808 Advertising Revenue	12,783	20,000	(7,217)	40,000	27,217
GL 5001 Ice Rentals	59,518	59,518	-	1,115,000	1,055,482
GL 5002 Public Skating	297	297	-	2,000	1,703
GL 5005 Gym Rental	-	-	-	-	-
GL 5006 Canteen Sales	259,253	259,253	-	864,500	605,247
GL 5010 Other Revenue	21,285	40,250	(18,965)	80,500	59,215
GL 5033 Program Equipment	6,246	15,000	(8,754)	30,000	23,754
GL 5034 Facility Rentals	187,277	235,000	(47,723)	470,000	282,723
Total Revenue To Date	\$ 546,659	\$ 629,318	\$ (82,659)	\$ 2,602,000	\$ 2,055,341

Departmental

Finance

Parks & Grounds	Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	881,826	913,550	31,724	1,827,100	945,274
6010 BENEFITS	208,647	228,128	19,481	456,256	247,609
6011 MISCELLANEOUS BENEFITS	6,240	1,250	(4,990)	2,500	(3,740)
6020 TRAINING/EDUCATION	1,558	5,000	3,442	10,000	8,442
6030 TRAVEL/CONFERENCES	-	5,000	5,000	10,000	10,000
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	-	100	100	200	200
6050 OFFICE SUPPLIES	1,566	600	(966)	1,200	(366)
6110 TELEPHONE/FAX	7,407	5,000	(2,407)	10,000	2,593
6130 COMPUTER HARDWARE	442	1,500	1,058	3,000	2,558
7000 HEAT	509	6,000	5,491	12,000	11,491
7010 ELECTRICAL	48,230	42,250	(5,980)	84,500	36,270
7020 WATER	14,549	19,375	4,826	38,750	24,201
7030 BUILDING/FACILITY MAINTENANCE	4,091	4,750	659	9,500	5,409
7110 SECURITY	-	5,100	5,100	10,200	10,200
7510 VEHICLE/EQUIPMENT REPAIRS	10,278	550	(9,728)	1,100	(9,178)
7530 VEHICLE/EQUIPMENT REPLACEMENT	128,783	100,000	(28,783)	100,000	(28,783)
7540 VEHICLE/EQUIPMENT RENTAL	39,237	12,500	(26,737)	25,000	(14,237)
8000 OPERATIONAL EQUIPMENT	28,674	22,500	(6,174)	45,000	16,326
8010 OPERATIONAL MATERIALS/SUPPLIES	297,422	297,422	-	400,000	102,578
8020 MAINTENANCE EQUIPMENT	37,431	37,431	-	65,000	27,569
8040 COMMUNICATION EQUIPMENT LINES	5,320	5,500	180	11,000	5,680
8080 STREET LIGHTS	19,476	25,000	5,524	50,000	30,524
8090 UNIFORMS/CLOTHING	3,329	6,500	3,171	13,000	9,671
8100 PROFESSIONAL SERVICES	8,460	2,500	(5,960)	5,000	(3,460)
8110 CONTRACTS/AGREEMENTS	422,032	420,000	(2,032)	420,000	(2,032)
Total expended to date	2,175,506	\$ 2,167,506	\$ (8,000)	\$ 3,610,306	\$ 1,434,800

	Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
Buildings					
6000 WAGES/SALARIES	786,887	832,829	45,942	1,665,658	923,312
6010 BENEFITS	205,228	206,082	854	412,163	218,552
6020 TRAINING/EDUCATION	2,033	5,000	2,967	10,000	8,869
6030 TRAVEL/CONFERENCES	-	5,000	5,000	10,000	10,000
6050 OFFICE SUPPLIES	99	500	401	1,000	901
6060 OFFICE EQUIPMENT	2,116	2,000	(116)	4,000	1,884
6080 ADVERTISING	453	-	(453)	-	(453)
6110 TELEPHONE/FAX	8,656	6,500	(2,156)	13,000	4,344
6130 COMPUTER HARDWARE	-	1,500	1,500	3,000	3,000
6140 COMPUTER SOFTWARE	-	-	-	6,500	6,500
6150 MEETING EXPENSE	-	125	125	250	250
7000 HEAT	23,679	65,000	41,321	130,000	106,557
7010 ELECTRICAL	197,456	294,605	97,149	589,210	405,938
7020 WATER	25,955	28,288	2,333	56,575	30,620
7030 BLDG/FACILITY MAINT	11,240	21,250	10,010	42,500	31,090
7060 BLDG/FACILITY RENOV	36,322	50,000	13,678	100,000	54,810
7070 BLDG/FACILITY RENTAL	121,026	115,000	(6,026)	230,000	108,974
7080 PLANT MAINTENANCE	9,635	7,500	(2,135)	15,000	5,365
7100 MAINT. TOOLS/EQUIP	7,770	1,750	(6,020)	3,500	140
7110 SECURITY	20,303	28,750	8,447	57,500	37,197
7120 PROPERTY TAXES	13,927	14,000	73	28,000	14,073
7540 VEH/EQUIP RENTAL	2,842	3,500	658	7,000	4,554
8000 OPERATIONAL EQUIP	-	1,250	1,250	2,500	2,500
8010 OPERATIONAL MATERIALS/SUPPLIES	78,442	60,675	(17,767)	121,350	43,008
8020 MAINTENANCE EQUIP	-	1,000	1,000	2,000	2,000
8040 COMM EQUIP LINES (GPS)	2,088	2,200	112	4,400	2,312
8090 UNIFORMS/CLOTHING	1,300	4,000	2,700	8,000	6,814
8100 PROFESSIONAL SERVICES	54,338	50,000	(4,338)	100,000	45,662
8110 CONTRACTS/AGREEMENTS	168,196	126,850	(41,346)	253,700	93,901
8130 LICENSES/PERMITS	-	500	500	1,000	1,000
8150 GRANTS/SUBS TO ORG	30,000	30,000	-	60,000	30,000
Total expended to date	\$ 1,809,992	\$ 1,965,653	\$ 155,661	\$ 3,937,806	\$ 2,203,673

Departmental

Finance

Recreation Cultural Services

Draft Statement of Expenditures

September 30, 2025

Recreation/Cultural Services	Year to date Expended	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
GL 6000, 6010, & 6011 Wages & Benefits Including Summer Students	1,123,741	713,212	(410,529)	1,426,424	302,683
6020 TRAINING/EDUCATION	2,962	8,000	5,038	16,000	13,038
6030 TRAVEL/CONFERENCES	6,942	12,500	5,558	25,000	18,058
6040 PROFESSIONAL MEMBERSHIP/DU	711	2,000	1,289	4,000	3,289
6050 OFFICE SUPPLIES	6,701	3,000	(3,701)	6,000	(701)
6060 OFFICE EQUIPMENT	3,193	4,000	807	8,000	4,807
6080 ADVERTISING	34,847	34,847	-	70,000	35,153
6110 TELEPHONE/FAX	3,647	4,500	853	9,000	5,353
6120 PUBLICATIONS/SUBSCRIPTIONS	1,061	100	(961)	200	(861)
6130 COMPUTER HARDWARE	2,804	3,500	696	7,000	4,196
7070 BUILDING/FACILITY RENTAL	23,484	25,000	1,516	50,000	26,516
8000 OPERATIONAL EQUIPMENT	132,160	132,160	-	195,000	62,840
8025 COMMUNITY EVENTS	247,964	247,964	-	360,000	112,036
8150 GRANTS/SUBSIDIES TO ORGANIZ/	20,500	20,000	(500)	20,000	(500)
8160 SUSTAINABILITY EVENTS	271,111	271,111	-	356,562	85,451
8170 SUSTAINABILITY	483,009	483,009	-	500,500	17,491
Total expended to date	\$ 2,364,837	\$ 1,964,903	\$ (399,934)	\$ 3,053,686	\$ 688,849

Departmental

Finance

Recreation/Cultural Services	Year to date Assigned	6 Month Budget	6 Month Budget Variance	Annual Budget	Annual Budget Remaining
5031 PROGRAM REVENUE	15,000	15,000	-	30,000	15,000
5034 FACILITY RENTALS	1,981	3,750	(1,769)	7,500	5,519
Total Revenue To Date	\$ 16,981	\$ 18,750	\$ (1,769)	\$ 37,500	\$ 20,519

Departmental	Finance
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From: Bruce E. MacDonald
Sent: October 27, 2025 10:49 AM
To: Christa L. Dicks
Subject: Dry Wells by District

Hello Christa,

As requested, at the October 21, 2025, council meeting, below is the breakdown of dry well locations by district. In some cases, the residents will not disclose information related to their well type. In general, most of the wells that are dry are dug as opposed to drilled.

Bruce MacDonald
CBRM EMO

As requested, please find below a breakdown of dry wells per district. This data is accurate as of October 24, 2025.

24-Oct-25

District	Dry Wells	Dug	Drilled	not recorded/unknown
1	0	N/A	N/A	N/A
2	12	5	3	4
3	30	15	4	11
4	16	4	7	5
5	1	N/A	N/A	N/A
6	0	N/A	N/A	N/A
7	57	25	9	23
8	58	37	8	13
9	0	N/A	N/A	N/A
10	2	0	0	2
11	5	2	1	2
12	10	3	4	3

From: CVITP-Halifax / PCBMI-Halifax (CRA/ARC)

To: Clerk's Office

Date: November 4, 2025

Good afternoon,

My name is Shellie Ann Tobin, and I am a Benefits Outreach Officer with the Canada Revenue Agency.

We are reaching out to Nova Scotia's Municipalities and towns to request your support as we launch our fall recruitment campaign for the **Community Volunteer Income Tax Program** (CVITP). This valuable program offers free tax filing support to individuals and families with modest incomes, helping them access the full range of benefits and credits they're entitled to.

It would be greatly appreciated if you could share the attached poster on your social media platforms and through any other channels you think might be helpful – such as newsletters, email distribution lists, or simply by sharing within your networks. The recruitment campaign runs until the end of January 2026, so please consider sharing the messaging on an ongoing basis if you have capacity.

Suggested messaging to accompany the attached poster:

English

- Can you help? The Community Volunteer Income Tax Program needs volunteers to do taxes for those in need. You don't have to be a tax expert to make a difference. You'll receive training and support and you get to decide how often you volunteer! Sign up today at **canada.ca/taxes-volunteer** or phone **1-866-837-1531**.

French

- Pouvez-vous nous aider? Le Programme communautaire des bénévoles en matière d'impôt a besoin de bénévoles pour produire des déclarations de revenus pour les personnes dans le besoin. Nous n'avez pas besoin d'être fiscaliste pour changer les choses. Vous recevrez de la formation et du soutien, et vous pourrez décider à quelle fréquence vous faites du bénévolat! Inscrivez-vous aujourd'hui sur le site **canada.ca/impots-benevoles**.

Thank you in advance for helping spread the word!

If you have any questions, please don't hesitate to reach out and thank you for your support!

Shellie Tobin

CVITP and Benefits Outreach Officer

Canada Revenue Agency | Agence du revenu du Canada

Atlantic Region

Can you help?

The Community Volunteer Income Tax Program needs volunteers to complete tax returns

To volunteer or for information on local participating community organizations, go to:
canada.ca/taxes-volunteer



Aimeriez-vous apporter votre contribution?

Le Programme communautaire des bénévoles en matière d'impôt est à la recherche de bénévoles pour aider les gens à faire leurs impôts.

Pour participer à titre de bénévole ou pour obtenir plus de renseignements sur les organisations locales participant au programme, consultez le canada.ca/impots-benevoles.





CAPE BRETON REGIONAL MUNICIPALITY
OFFICE of the MAYOR

October 21, 2025

Hon. Steven MacKinnon
Minister of Transport Canada
Ottawa, ON
E-mail: tc.ministeroftransport-ministredestransports.tc@tc.gc.ca

Dear Minister MacKinnon:

Re: Sydney Marine Terminal – \$9M South Dock Rehabilitation
Cape Breton Regional Municipality


The Sydney Marine Terminal (the Terminal) is critical infrastructure essential to cruise ship industry operations, the region's petroleum supply chain, as well as a host of other port services and amenities. Attached please find a graphic for ease of reference.

The Terminal is operated under a lease agreement between the Cape Breton Regional Municipality and the Port of Sydney Development Corporation. The Terminal has two main docks and a third adjacent dock – Port of Sydney Main Dock, Second Berth at Liberty Pier, and the South Dock. South Dock is at right angles to the Main Dock and provides critical berths for cruise tendering, ancillary vessels, tugs, and is structurally attached to the Main Dock.

The South Dock needs major repair and rehabilitation work. The Municipality has included the \$9 million in capital work in our 5-year Capital Plan Forecast. By motion of Council, approval has been granted to apply for funding through provincial and federal government streams. Therefore, I would welcome the opportunity to have the Municipality's officials engage with your officials to explore project funding consideration in collaboration with the Province of Nova Scotia.

Please be assured of my support and cooperation to secure the necessary repairs and upgrades for this key regional asset.

Warm and kind regards,

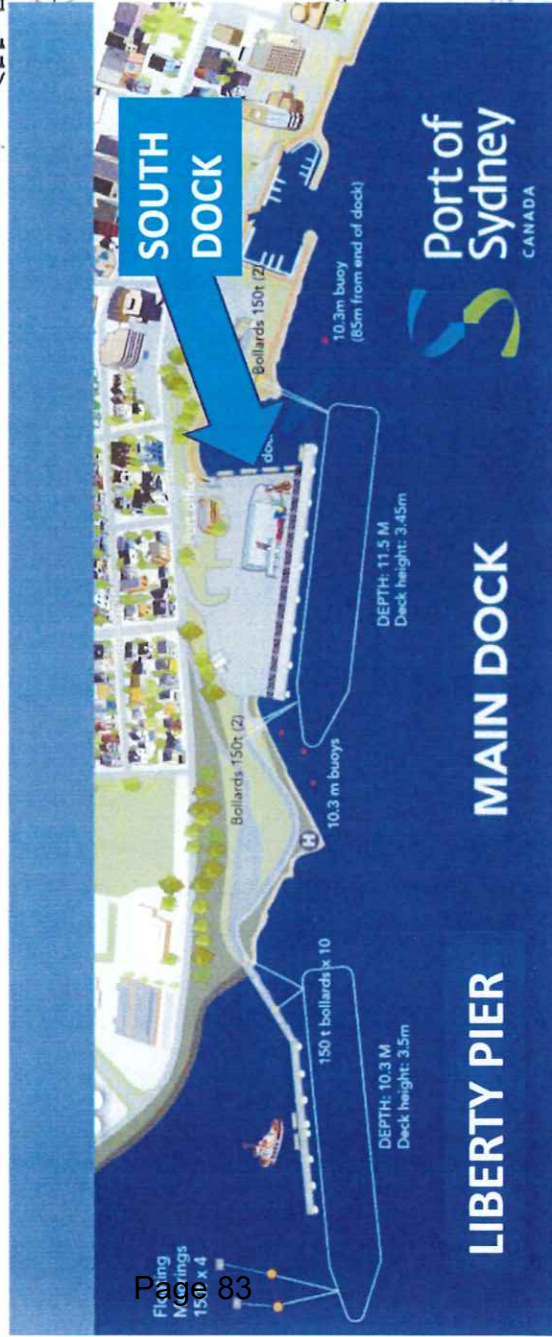

Cecil P. Clarke
Mayor

CPC/tfd
Attachment – 1

c: Mike Kelloway, MP – Sydney-Glace Bay
Hon. Fred Tilley, NS Minister of Public Works
Demetri Kachafanas, CBRM CAO
Wayne MacDonald, CBRM Chief Engineer &
Director of Strategic Partnerships

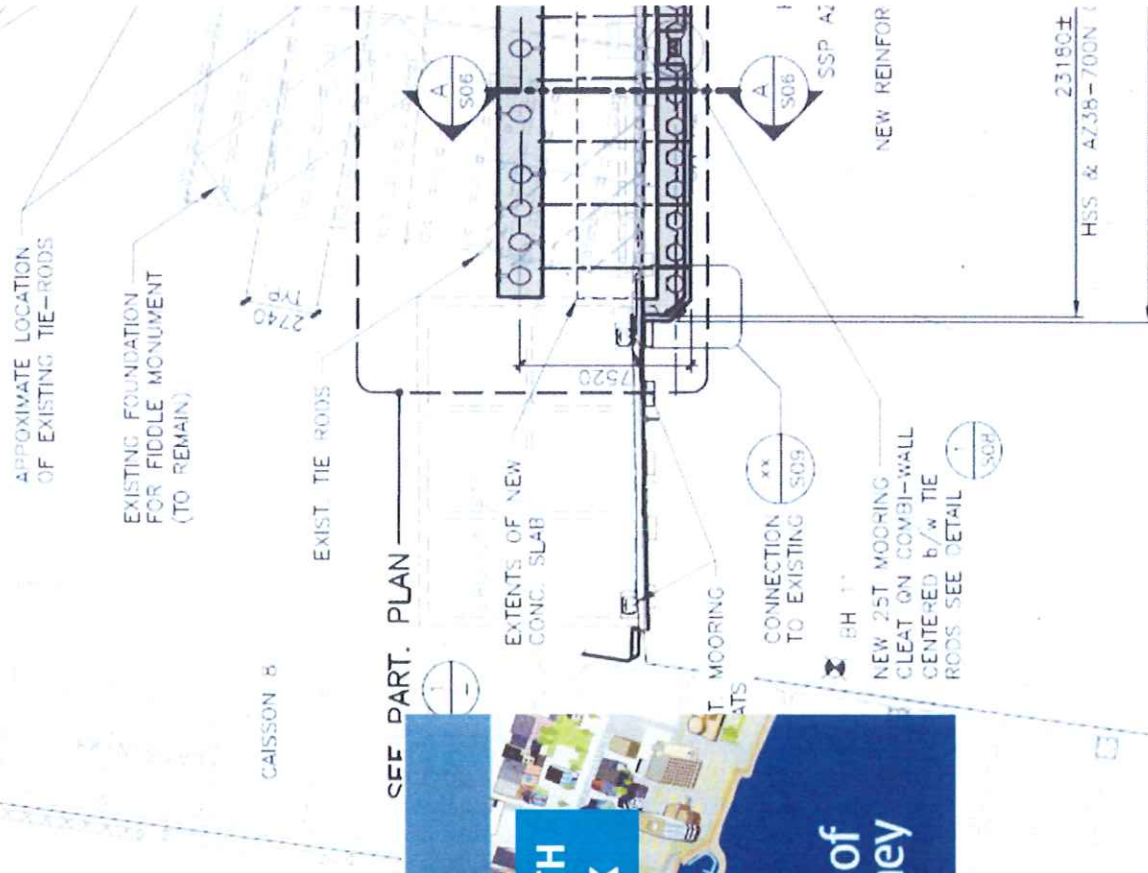
Port of Sydney – South Dock - 2025

Currently evaluating funding options
with other levels of Government



GEN
CAP
2024

Total \$9,000,000



From: Ian Morrison
Sent: October 20, 2025 9:17 AM
To: Christa L. Dicks
Subject: NSFM Follow-Up

Hi Christa,

As a follow-up to last Tuesday's meeting of the Committee of the Whole, please refer to the following information as a response to the questions raised, I believe, by Councillor O'Quinn and also perhaps by Councillor Paruch. Can you kindly share with Council? Please advise if anything further is required or if there are further questions.

Sincerely,
Ian Morrison

Question Re: CAP

The CAP is determined by the Assessment Act and calculated by PVSC as part of the annual property value assessment process. Municipalities are only able to apply their tax rate to the taxable property assessment/after CAP is applied. In recognition of the large swaths of residences impacted by wildfires in 2023, Assessment Act regulations were amended to determine how CAP coverage would be maintained for certain addresses in those areas (outlined in the news coverage below).

Other than those addresses, the CAP is reset when a structure is rebuilt following a natural disaster. Recent changes to the MGA allow municipalities to provide tax relief to impacted residents but not to modify the CAP calculation process. The exemption from CAP is provided for specific addresses impacted by the 2023 wildfires. There are no grounds for retroactive coverage in the recent changes to the MGA that allow for new types of tax relief, and the CAP will be reset on these properties.

<https://www.cbc.ca/news/canada/nova-scotia/property-taxes-wild-fires-construction-john-lohr-1.7428548>

Ian Morrison | Director of Operations and Communications
NOVA SCOTIA FEDERATION OF MUNICIPALITIES



