



## **Cape Breton Regional Municipality**

### Council Meeting Addendum

Tuesday, June 10, 2025  
2:00 p.m.

Council Chambers  
Second Floor, City Hall  
320 Esplanade, Sydney, Nova Scotia

**5B. Corporate Services Issues****5B.1 Memorandum of Understanding with Destination Cape**

**Breton:** Kirk Durning, Director of Parks, Recreation, Buildings and Facilities (See page 3)

**6. Business Arising**

**6.15 CBRM Designated Comfort Centre Memorandums of Understanding:** Christa Dicks, Municipal Clerk (See page 17)

**6.16 Municipal Regulation of Nuisance - Mining Activities:** Tyson Simms, Director of Planning and Development (See page 31)

**8. Correspondence**

**8.2 Request for Reinstatement of French Road Area into District 7:** (See page 43)

**9. In Camera**

**9.2 Request to Operate Portside:** Demetri Kachafanas, KC, Chief Administrative Officer

(Per Section 22(2)(e) and 22(2)(g) of the *Municipal Government Act.*)

**10. Financial Statements**

**10.1 Draft CBRM Financial Statements – Year ended March 31, 2025:** Jennifer Campbell, CPA, CA Chief Financial Officer (See page 46)



**TO:** CBRM Mayor and Council

**SUBMITTED BY:** Demetri Kachafanas, Chief Administrative Officer

**DATE:** June 5, 2025

**RE: Memorandum of Understanding with Destination Cape Breton**

---

**Origin**

Staff initiated as part of a review of service and agreements and the use of marketing levy funds.

**Recommendation**

It is recommended that Council approve the amended Memorandum of Understanding (MOU) as shown in Attachment A, and have staff finalize the agreement with Destination Cape Breton.

**Background**

Since the enactment of the Cape Breton Island Marketing Levy Act, the Cape Breton Regional Municipality (CBRM) has allocated 100% of its marketing levy funds to Destination Cape Breton Association (DCBA) under a joint Memorandum of Understanding (MOU) with the other municipalities on the Island. DCBA was designated as the lead organization responsible for marketing Cape Breton Island as a tourism destination.

The marketing levy in Nova Scotia is a provincially enabled tool that allows municipalities to collect a percentage of fixed-roof accommodation fees—including those from hotels, motels, and short-term rentals—for the purpose of enhancing local tourism. The funds are typically used to support destination marketing, and event attraction.

To strengthen the ability of municipalities to attract, plan, and host large-scale events, the Province of Nova Scotia amended the legislation in 2022 to allow the levy to be increased up to a maximum of 3%. This change recognized the need for dedicated and flexible municipal funding to support major event hosting, which brings significant economic and community benefits.

In 2023, CBRM Council approved and adopted the revised Marketing Levy By-law M-200, increasing the levy from 2% to 3%, effective January 2024. This change has resulted in a substantial increase in tourism-related revenue.

Over the past decade, CBRM has successfully hosted numerous major events that have provided significant economic and social impact through increased visitation. However, these events have relied on CBRM general operational funds outside of the funds collected through the marketing levy. The absence

of a dedicated event attraction and development reserve fund has limited CBRM's ability to adopt a sustained, strategic approach to event attraction.

Establishing the municipality as the lead on sport and event tourism initiatives strengthens CBRM's ability to position itself as a capable, credible, and coordinated host community. From a reputational standpoint, municipal leadership demonstrates alignment with economic development goals, enhances leverage in bidding processes, and builds trust with provincial and national partners. From a financial perspective, CBRM is best positioned to serve as a guarantor for major events, which has become a requirement for most major events.

### **Summary of Proposed Amendments**

The proposed MOU is now an agreement exclusively between CBRM and DCBA, removing reference to the other Cape Breton Island municipalities. Key amendments include:

- **Updated Role Designation:**

*Original:*

“WHEREAS the Participating Municipalities have agreed to designate the Association as the lead tourism organization for Cape Breton Island.”

*Amended:*

“WHEREAS The Municipality has agreed to designate the Association as the lead tourism marketing organization for CBRM.”

- **New Clause Acknowledging CBRM's Event Role:**

*Added:* “Whereas Destination Cape Breton acknowledges that the Municipality leads the attraction and development of major events inclusive of sport tourism for CBRM.”

- **Updated Financial Remittance Process:**

*Original:* The Participating Municipalities shall remit to the Association on or before the last day of each month all marketing levy funds remitted to Participating Municipalities for the preceding month.

*Amended:*

1. CBRM shall retain fifty percent (50%) of all marketing levy funds collected prior to remitting the balance to the Association.
2. CBRM shall remit the remaining fifty percent (50%) of the marketing levy funds collected from the preceding month to the Association, on or before the last day of each month.

### **Financial Implications**

Fifty percent of the marketing levy funds collected will be retained by CBRM and Major Event Attraction and Development Reserve Fund, managed by the Recreation Department. This dedicated fund will reduce reliance on general operational budgets and taxpayer money by using tourism-generated revenue to support event attraction and hosting.

### **Conclusion**

The proposed amendments enhance the clarity and effectiveness of the existing MOU and reflect the evolving needs and responsibilities of the municipality. They provide CBRM with the financial tools and policy alignment necessary to strategically lead major event attraction and support long-term tourism development goals.

**Attachments**

**Attachment A:** Amended Memorandum of Understanding for Approval

**Attachment B:** Previously Proposed Memorandum of Understanding from DCBA

**Report Prepared by:**

**Kirk Durning**

**Director of Parks, Recreation, Buildings and Facilities**

MEMORANDUM OF UNDERSTANDING made this \_\_\_\_ day of \_\_\_\_\_, 2025.

BETWEEN:

**CAPE BRETON REGIONAL MUNICIPALITY**

Authorized by a Resolution of the Council dated the \_\_\_\_ day of \_\_\_\_\_, 2025.  
(Hereinafter referred to as "Municipality" or "CBRM")

**THE PARTY OF THE FIRST PART**

- and -

**DESTINATION CAPE BRETON ASSOCIATION INC.**

(Hereinafter referred to as the "Association" or "DCBA")

**THE PARTY OF THE SECOND PART**

Whereas: The Municipality has agreed to designate the Association as the lead tourism marketing organization for CBRM;

Whereas: The Municipality has enacted by-laws pursuant to the enabling provisions of the Municipal Government Act, SNS 1998, c. 18;

Whereas: The parties wish to confirm the terms and conditions upon which the Municipality will remit the marketing levy to the Association.

Whereas: Destination Cape Breton acknowledges that the Municipality leads the attraction and development of major events inclusive of sport tourism for CBRM.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH that in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. CBRM shall retain fifty percent (50%) of all marketing levy funds collected prior to remitting the balance to the Association.
2. CBRM shall remit the remaining fifty percent (50%) of the marketing levy funds collected from the preceding month to the Association, on or before the last day of each month.

3. Aside from the retained fifty percent, CBRM shall not charge any additional fee for collecting or remitting the levy.
4. It is expressly understood and agreed that CBRM shall only remit to the Association the actual marketing levy funds collected.
5. The Association covenants and agrees as follows:
  - a) A representative selected by CBRM shall serve on the Association's Board;
  - b) The Association shall provide annual reporting, including complete audited financial statements, to CBRM no later than four (4) months after the fiscal year-end (March 31);
  - c) It is recognized that CBRM is not in any way, directly or indirectly, an agent of the Association.
6. Notwithstanding the generality of the foregoing, it is specifically recognized and agreed and the CBRM and the Association hereby stipulate and confirm that this Memorandum of Understanding and any payment of the levy associated therewith, directly or indirectly, is not a joint venture between them nor is there any partnership or agency relationship between the Association and CBRM.
7. The Association shall indemnify and save harmless CBRM from any loss or cause of action and for any damage arising directly or indirectly from this Memorandum of Understanding and/or from any remittance of the levy in accordance herewith.
8. Any amendment to this Memorandum of Understanding must be consented to in writing and verified by a written memorandum by the Municipality and the Association. Without limiting the generality of the foregoing, no deletion, addition, alteration, amendment, or change whatsoever to the Memorandum of Understanding shall be effective unless there is evidence of written consent to such deletion, addition, alteration, amendment, or change by CBRM and the Association.
9. That the Association by execution of this Memorandum of Understanding recognizes and agrees that the CBRM may withdraw from this Memorandum of Understanding at any time, which withdrawal shall be effective upon written notification being provided to the Association. Any such written notification shall be effective upon provision of the same by email, registered letter, or fax.
10. Without limiting the generality of the foregoing, it is specifically recognized and agreed by the Association and the Municipality that the CBRM, may at any time repeal any by law enacted pursuant to the enabling provisions of the Municipal Government Act, SNS 1998, c 18.
11. That the Association agrees with and represents to the Municipality that any and all levy funds remitted by CBRM pursuant to this Memorandum of Understanding may only be

used by the Association to promote Cape Breton Island as a tourism destination. The Association by execution of this Memorandum of Understanding recognizes that the remittance of any and all levy funds by CBRM is based on this representation.

12. That nothing in this Memorandum of Understanding restricts, or in any way prevents the CBRM from exercising any rights and powers pursuant to the Municipal Government Act, the Marketing Levy Bylaw, or any other provincial or federal legislation or at common law.
13. This Memorandum of Understanding may be executed in counterparts, each of which when so executed and delivered shall be an original and such counterparts shall constitute one and the same instrument. This Agreement and any amendments, counter offers, waivers or other notices relating to this Agreement may be delivered by email in PDF or other electronic or digital format and the parties adopt any signatures received by email in PDF or other electronic or digital format as original signatures of the parties.
14. This Memorandum of Understanding shall remain in effect for a term of three (3) years from the date of execution, unless amended pursuant to Clause 8 or Clause 9.

IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding as of the day and year first above written.

*[Signature Page Follows]*

**SIGNED, SEALED AND  
DELIVERED** in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

) **CAPE BRETON REGIONAL  
MUNICIPALITY**  
)  
)  
)  
)  
)  
)  
\_\_\_\_\_  
MAYOR  
)  
)  
)  
)  
\_\_\_\_\_  
CAO  
)  
)  
)  
)  
)  
\_\_\_\_\_  
DESTINATION CAPE BRETON  
ASSOCIATION INC.  
)  
)  
)  
)  
)  
\_\_\_\_\_  
CHAIR  
)  
)  
)  
)  
)  
\_\_\_\_\_  
CEO  
)

**Attachment B:**

**Destination Cape Breton and Municipalities Memorandum of  
Understanding – October 2023**

THIS MEMORANDUM OF UNDERSTANDING made this \_\_\_\_ day of \_\_\_\_\_, 2023.

**BETWEEN:**

**CAPE BRETON REGIONAL MUNICIPALITY**, authorized by a Resolution of the Council dated the \_\_\_\_ day of \_\_\_\_\_, 2023.

- and -

**THE MUNICIPALITY OF THE COUNTY OF INVERNESS**, authorized by a Resolution of Council dated the \_\_\_\_ day of \_\_\_\_\_, 2023.

- and -

**THE MUNICIPALITY OF THE COUNTY OF RICHMOND**, authorized by a Resolution of Council dated the \_\_\_\_ day of \_\_\_\_\_, 2023.

- and -

**THE MUNICIPALITY OF VICTORIA COUNTY**, authorized by a Resolution of Council dated the \_\_\_\_ day of \_\_\_\_\_, 2023.

- and -

**THE TOWN OF PORT HAWKESBURY**, authorized by a Resolution of Council dated the \_\_\_\_ day of \_\_\_\_\_, 2023.

[Hereinafter referred to collectively as the “**Participating Municipalities**”]

THE PARTIES OF THE FIRST PART

- and -

**DESTINATION CAPE BRETON ASSOCIATION INC.**

[Hereinafter referred to as the “**Association**”]

THE PARTY OF THE SECOND PART

**WHEREAS** the Participating Municipalities have agreed to designate the Association as the lead tourism organization for Cape Breton Island;

**AND WHEREAS** the Participating Municipalities have enacted by-laws pursuant to the enabling provisions of the *Municipal Government Act*, SNS 1998, c 18;

**AND WHEREAS** the parties wish to confirm certain terms and conditions upon which the Participating Municipalities will remit the levy to the Association;

**NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH** that in consideration of the covenants and agreements herein contained, the Participating Municipalities and the Association agree as follows:

1. The Participating Municipalities shall remit to the Association on or before the last day of each month all marketing levy funds remitted to Participating Municipalities for the preceding month.
2. The Participating Municipalities shall not charge a fee for collecting / remitting the levy.
3. It is expressly understood and agreed that the Participating Municipalities shall only remit to the Association monies actually collected.
4. The Association covenants and warrants that as a condition of this Memorandum of Understanding:
  - a. At least one (1) representative selected by each Participating Municipality shall serve on the Association's Board;
  - b. The Association shall provide annual reporting, including complete copies of all audited financial statements, to the Participating Municipalities no later than four (4) months from the fiscal year end of the Association. The fiscal year end of the Association is represented by the Association to be March 31; and
  - c. It is specifically recognized by the Association that the Participating Municipalities are not in any way, directly or indirectly, agents of the Association nor acting in any such capacity.
5. Notwithstanding the generality of the foregoing, it is specifically recognized and agreed and the Participating Municipalities and the Association hereby stipulate and confirm

that this Memorandum of Understanding and any payment of the levy associated therewith, directly or indirectly, is not a joint venture between them nor is there any partnership or agency relationship between the Association and the Participating Municipalities or any of them.

6. That the Association shall indemnify and save harmless the Participating Municipalities and each of them from any loss or cause of action and for any damage arising directly or indirectly from this Memorandum of Understanding and/or from any remittance of the levy in accordance with this Memorandum of Association.
7. Any amendment to this Memorandum of Understanding must be consented to in writing and verified by written memorandum by each and every Participating Municipality and the Association. Without limiting the generality of the foregoing, no deletion, addition, alteration, amendment, or change whatsoever to the Memorandum of Understanding shall be effective unless there is evidence of written consent to such deletion, addition, alteration, amendment, or change by each and every Participating Municipality and the Association.
8. That the Association by execution of this Memorandum of Understanding recognizes and agrees that the Participating Municipalities or any of them may withdraw from this Memorandum of Understanding at any time, which withdrawal shall be effective upon written notification being provided to the Association and all other Participating Municipalities. Any such written notification shall be effective upon provision of the same by email, registered letter, or fax.
9. Without limiting the generality of the foregoing, it is specifically recognized and agreed by the Association and all Participating Municipalities that the Participating Municipalities, or any of them, may at any time repeal any by-law enacted pursuant to the enabling provisions of the *Municipal Government Act*, SNS 1998, c 18.
10. That the Association agrees with and represents to the Participating Municipalities that any and all levy funds remitted by the Participating Municipalities or any of them pursuant to this Memorandum of Understanding may only be used by the Association to promote Cape Breton Island as a tourism destination. The Association by execution of this Memorandum of Understanding recognizes that the remittance of any and all levy funds by the Participating Municipalities or any of them is based on this representation and that the Participating Municipalities and each of them are relying on this representation.

11. That nothing in this Memorandum of Understanding restricts, or in any way prevents the Participating Municipalities or any of them from exercising any rights and powers pursuant to the Municipal Government Act, the Marketing Levy By-Law, or any other provincial or federal legislation or at common law.
12. This Memorandum of Understanding may be executed in counterparts, each of which when so executed and delivered shall be an original and such counterparts shall constitute one and the same instrument. This Agreement and any amendments, counter-offers, waivers or other notices relating to this Agreement may be delivered by email in PDF or other electronic or digital format and the parties adopt any signatures received by email in PDF or other electronic or digital format as original signatures of the parties.

**IN WITNESS WHEREOF** the parties hereto have set their hands and affixed their seals on the day and year first above written.

*[Signature Page Follows]*

**SIGNED, SEALED AND  
DELIVERED** in the presence of

) **CAPE BRETON REGIONAL  
MUNICIPALITY**

)

)

)

)

\_\_\_\_\_  
Witness

) **MAYOR**

)

)

)

\_\_\_\_\_  
Witness

) **CAO**

)

) **MUNICIPALITY OF THE  
COUNTY OF INVERNESS**

)

)

)

)

\_\_\_\_\_  
Witness

) **WARDEN**

)

)

)

\_\_\_\_\_  
Witness

) **CAO**

)

) **MUNICIPALITY OF THE  
COUNTY OF RICHMOND**

)

)

)

\_\_\_\_\_  
Witness

) **WARDEN**

)

)

)

\_\_\_\_\_  
Witness

) **CAO**

)

## Witness

) **MUNICIPALITY OF VICTORIA  
COUNTY**

## Witness

## WARDEN

**SIGNED, SEALED, AND  
DELIVERED** in the presence of

## **TOWN OF PORT HAWKESBURY**

Witness

MAYOR

## Witness

CAO

## Witness

## CHAIR

---

## Witness

CEO

**Designated Comfort Centre Memorandums of Understanding**

**Motion**

Moved by Councillor Gordon MacDonald, seconded by Councillor Paruch, to approve all or part of the MOUs associated with previously designated CBRM comfort centres; and approve all or part of the MOUs associated with additional organizations seeking designation as CBRM comfort centres.

**Motion Carried**

**Part “B”**

**Memorandums of Understanding between  
New organizations offering comfort centre support and CBRM.**

# **Memorandum of Understanding**

**For the use of a facility as a Comfort Centre or an Emergency Shelter**

**Between**

**Cape Breton Regional Municipality**

**and**

**The Hub Amateur Athletic Club**

## **1. PREABLE**

- 1.1. The Cape Breton Regional Municipality's Emergency Management Organization (hereafter known as "CBRM EMO") is coordinated by the Cape Breton Regional Municipality Emergency Management Coordinator (hereafter known as the "CBRM EMC").
- 1.2. As established under section 7(1) of CBRM by-law E-100, Emergency Management, C.B.R.M. Emergency Management Planning Committee may, as part of emergency plans, negotiate an agreement to be approved by Council with the Government of Canada, the Province of Nova Scotia, a municipality of a county or district, city, town, First Nations, or any other agency or any person.
- 1.3. Henceforth, the term CBRM EMC implies the authorized representative of CBRM EMO and the CBRM Emergency Planning Committee and includes designated alternates.

## **2. PARTIES**

- 2.1. This Memorandum of Understanding (hereafter known as the "MOU") is made and entered into with Fabian Morgan as the authorized representative of Hub Amateur Athletic Club located at 79 East Avenue, Glace Bay, B1A 5X4 and the Cape Breton Regional Municipality (hereafter known as "CBRM").

## **3. DEFINITIONS**

- 3.1. **Comfort Center** – A comfort center is opened by a recognized community group or fire department and is intended to provide a location where community members who wish to remain in their homes but not have full services such as electricity, heat, water, etc. can gather during the day. Depending on the time of year and the type of emergency, a comfort centre can serve several purposes – hot beverage, water, warmth, or cooling, charging station and information are key services provided. A comfort centre is not opened with the intention of turning into an overnight shelter operation.

**3.2. Emergency Shelter** – an Emergency Shelter is location opened by the Nova Scotia Department of Community Services’ Emergency Social Services (hereafter known as DCS) upon the request of the CBRM EMC in response to a large-scale emergency. Emergency shelters in Nova Scotia are managed on behalf of the DCS by the Canadian Red Cross (hereafter known as CRC). A shelter offers safety and fulfills basic needs including food, bed, medical care etc.

#### **4. PURPOSE**

- 4.1.** The purpose of this MOU is to outline the process for the activation of a comfort centre on behalf of the CBRM for the provision of services to the community.
- 4.2.** The process for the transition to an Emergency Shelter is outlined should shelter be required in response to the emergency.
- 4.3.** This MOU does not restrict the Facility from opening a comfort centre outside of a request from CBRM EMO, however the comfort centre may not be eligible for cost recoveries, included within the official notices of CBRM comfort centre locations, or provided additional supports that may be available.
- 4.4.** Comfort centres do not open in advance of a forecasted event or during the impact phase of an event or emergency as to not encourage travel when conditions may be unsafe. Individuals are encouraged to practice 72 hours personal preparedness whenever possible. Therefore, sufficient advance notice is routinely available prior to the facility receiving a request from CBRM EMO to open as a comfort centre.

#### **5. TERM OF MOU**

- 5.1.** This MOU is effective upon the day and date last signed by the representatives authorized to do so by the participating parties, and will remain in effect until terminated in writing by either party.

#### **6. RESPONSIBILITIES**

##### **6.1. Hub Amateur Athletic Club**

- 6.1.1.** Upon the request of the CBRM EMC, the Facility agrees to open and to operate a comfort centre within six (6) hours in accordance with the CBRM Comfort Centre Guidelines and current Public Health measures.
- 6.1.2.** The Facility will provide sufficient volunteers to support the ongoing operation of the comfort centre during the hours and dates of operation agreed upon with the CBRM EMC.

6.1.3. The following information is to be provided to CBRM EMO by the Facility prior to opening as a comfort centre, with updates provided accordingly upon changes:

- Disclose any limitations to the availability of the Facility during the expected timeframe for operation.
- Contact information including phone numbers and email addresses for the individuals responsible for the operation of the centre.
- Dates and hours of operation.

6.1.4. Facility volunteers and/or staff are required to operate in a safe, respectful, and non-discriminating manner at all times.

6.1.5. The Facility will track and submit to the CBRM EMC the names of all volunteers and/or staff on site and separately track all community members utilizing the services of the facility.

6.1.6. Suitable facilities may receive a request from the CBRM EMC to open as, or transition into an Emergency Shelter. If such a request is received, the emergency shelter will be supplied and operated by the CRC under contract with the DCS. Volunteer support will not be required from the Facility for the operation of the emergency shelter aside from any support required to operate the infrastructure.

## 6.2. **CBRM EMO**

6.2.1. Whenever possible, the CBRM EMC will provide the Facility with a minimum of six (6) hours' advance notice of a request to provide comfort centre services to the community.

6.2.2. CBRM EMO recognizes facilities are multifunctional and access to the Facility may be limited due to pre-existing commitments. Comfort centre hours and dates of operation will be collaboratively determined by CBRM EMO and the Facility.

6.2.3. Will complete the necessary notifications of the hours and dates of operation to the Nova Scotia Emergency Management Office, CBRM Communications, and CBRM Integrated Communications.

6.2.4. Provide additional support as may be necessary or available, including but not limited to updated Public Health guidelines and associated hygiene products.

6.2.5. Unless otherwise agreed upon by CBRM, reasonable cost recoveries provided will be limited to snacks and refreshments with receipts, or a through a daily per diem as set by CBRM EMO. Additional recoveries may be considered by the CBRM EMC on a case-by-case basis.

6.2.6. CBRM EMO will not be responsible for any potential lost revenues of the venue while utilized as a comfort centre or emergency shelter.

## 7. TRANSITION TO A SHELTER

7.1. Based on the emergency, a request may be made to suitable facilities to open as, or to transition into an emergency shelter.

7.2. CBRM EMO will provide advance determination of the suitability of the Facility for use as a comfort centre and/or as an emergency shelter.

## 8. CANCELLATION OF MOU

8.1. This MOU may be terminated upon 30 days' notice in writing by either party without cause.

## 9. AUTHORIZING SIGNATURES

**Signed on behalf of Hub Amateur Athletic Club**



Signature



Name (Print)



Date

**Signed on behalf of the Cape Breton Regional Municipality**

  
Signature  
Name (Print)  
Date

# Memorandum of Understanding

For the use of a facility as a Comfort Centre or an Emergency Shelter

Between

Cape Breton Regional Municipality

and

The Mildred Gray Grant Community Centre

## 1. PREABLE

- 1.1. The Cape Breton Regional Municipality's Emergency Management Organization (hereafter known as "CBRM EMO") is coordinated by the Cape Breton Regional Municipality Emergency Management Coordinator (hereafter known as the "CBRM EMC").
- 1.2. As established under section 7(1) of CBRM by-law E-100, Emergency Management, C.B.R.M. Emergency Management Planning Committee may, as part of emergency plans, negotiate an agreement to be approved by Council with the Government of Canada, the Province of Nova Scotia, a municipality of a county or district, city, town, First Nations, or any other agency or any person.
- 1.3. Henceforth, the term CBRM EMC implies the authorized representative of CBRM EMO and the CBRM Emergency Planning Committee and includes designated alternates.

## 2. PARTIES

- 2.1. This Memorandum of Understanding (hereafter known as the "MOU") is made and entered into with Mildred Gray Grant Community Centre as the authorized representative of Gabarus Volunteer Fire Department located at 8791 Highway 327, Gabarus, NS, B1K 3S2 and the Cape Breton Regional Municipality (hereafter known as "CBRM").

## 3. DEFINITIONS

- 3.1. **Comfort Center** – A comfort center is opened by a recognized community group or fire department and is intended to provide a location where community members who wish to remain in their homes but not have full services such as electricity, heat, water, etc. can gather during the day. Depending on the time of year and the type of emergency, a comfort centre can serve several purposes – hot beverage, water, warmth, or cooling, charging station and information are key services provided. A comfort centre is not opened with the intention of turning into an overnight shelter operation.

**3.2. Emergency Shelter** – an Emergency Shelter is location opened by the Nova Scotia Department of Community Services' Emergency Social Services (hereafter known as DCS) upon the request of the CBRM EMC in response to a large-scale emergency. Emergency shelters in Nova Scotia are managed on behalf of the DCS by the Canadian Red Cross (hereafter known as CRC). A shelter offers safety and fulfills basic needs including food, bed, medical care etc.

#### **4. PURPOSE**

- 4.1. The purpose of this MOU is to outline the process for the activation of a comfort centre on behalf of the CBRM for the provision of services to the community.
- 4.2. The process for the transition to an Emergency Shelter is outlined should shelter be required in response to the emergency.
- 4.3. This MOU does not restrict the Facility from opening a comfort centre outside of a request from CBRM EMO, however the comfort centre may not be eligible for cost recoveries, included within the official notices of CBRM comfort centre locations, or provided additional supports that may be available.
- 4.4. Comfort centres do not open in advance of a forecasted event or during the impact phase of an event or emergency as to not encourage travel when conditions may be unsafe. Individuals are encouraged to practice 72 hours personal preparedness whenever possible. Therefore, sufficient advance notice is routinely available prior to the facility receiving a request from CBRM EMO to open as a comfort centre.

#### **5. TERM OF MOU**

- 5.1. This MOU is effective upon the day and date last signed by the representatives authorized to do so by the participating parties, and will remain in effect until terminated in writing by either party.

#### **6. RESPONSIBILITIES**

##### **6.1. Mildred Gray Grant Community Centre**

- 6.1.1. Upon the request of the CBRM EMC, the Facility agrees to open and to operate a comfort centre within six (6) hours in accordance with the CBRM Comfort Centre Guidelines and current Public Health measures.
- 6.1.2. The Facility will provide sufficient volunteers to support the ongoing operation of the comfort centre during the hours and dates of operation agreed upon with the CBRM EMC.

**6.1.3.** The following information is to be provided to CBRM EMO by the Facility prior to opening as a comfort centre, with updates provided accordingly upon changes:

- Disclose any limitations to the availability of the Facility during the expected timeframe for operation.
- Contact information including phone numbers and email addresses for the individuals responsible for the operation of the centre.
- Dates and hours of operation.

**6.1.4.** Facility volunteers and/or staff are required to operate in a safe, respectful, and non-discriminating manner at all times.

**6.1.5.** The Facility will track and submit to the CBRM EMC the names of all volunteers and/or staff on site and separately track all community members utilizing the services of the facility.

**6.1.6.** Suitable facilities may receive a request from the CBRM EMC to open as, or transition into an Emergency Shelter. If such a request is received, the emergency shelter will be supplied and operated by the CRC under contract with the DCS. Volunteer support will not be required from the Facility for the operation of the emergency shelter aside from any support required to operate the infrastructure.

## **6.2. CBRM EMO**

**6.2.1.** Whenever possible, the CBRM EMC will provide the Facility with a minimum of six (6) hours' advance notice of a request to provide comfort centre services to the community.

**6.2.2.** CBRM EMO recognizes facilities are multifunctional and access to the Facility may be limited due to pre-existing commitments. Comfort centre hours and dates of operation will be collaboratively determined by CBRM EMO and the Facility.

**6.2.3.** Will complete the necessary notifications of the hours and dates of operation to the Nova Scotia Emergency Management Office, CBRM Communications, and CBRM Integrated Communications.

**6.2.4.** Provide additional support as may be necessary or available, including but not limited to updated Public Health guidelines and associated hygiene products.

6.2.5. Unless otherwise agreed upon by CBRM, reasonable cost recoveries provided will be limited to snacks and refreshments with receipts, or a through a daily per diem as set by CBRM EMO. Additional recoveries may be considered by the CBRM EMC on a case-by-case basis.

6.2.6. CBRM EMO will not be responsible for any potential lost revenues of the venue while utilized as a comfort centre or emergency shelter.

## 7. TRANSITION TO A SHELTER

7.1. Based on the emergency, a request may be made to suitable facilities to open as, or to transition into an emergency shelter.

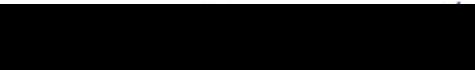
7.2. CBRM EMO will provide advance determination of the suitability of the Facility for use as a comfort centre and/or as an emergency shelter.

## 8. CANCELLATION OF MOU

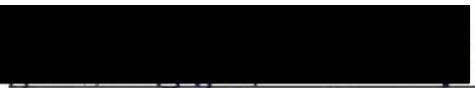
8.1. This MOU may be terminated upon 30 days' notice in writing by either party without cause.

## 9. AUTHORIZING SIGNATURES

**Signed on behalf of Mildred Gray Grant  
Community Centre**



Signature



Name (Print)



Date

**Signed on behalf of the Cape Breton  
Regional Municipality**



Signature



Name (Print)



Date

# **Memorandum of Understanding**

**For the use of a facility as a Comfort Centre or an Emergency Shelter**

**Between**

**Cape Breton Regional Municipality**

**and**

**The Port Morien Volunteer Fire Department**

## **1. PREABLE**

- 1.1. The Cape Breton Regional Municipality's Emergency Management Organization (hereafter known as "CBRM EMO") is coordinated by the Cape Breton Regional Municipality Emergency Management Coordinator (hereafter known as the "CBRM EMC").
- 1.2. As established under section 7(1) of CBRM by-law E-100, Emergency Management, C.B.R.M. Emergency Management Planning Committee may, as part of emergency plans, negotiate an agreement to be approved by Council with the Government of Canada, the Province of Nova Scotia, a municipality of a county or district, city, town, First Nations, or any other agency or any person.
- 1.3. Henceforth, the term CBRM EMC implies the authorized representative of CBRM EMO and the CBRM Emergency Planning Committee and includes designated alternates.

## **2. PARTIES**

- 2.1. This Memorandum of Understanding (hereafter known as the "MOU") is made and entered into with Chief James Bates as the authorized representative of Port Morien Volunteer Fire Department located at 2664 Highway 255, Port Morien, and the Cape Breton Regional Municipality (hereafter known as "CBRM").

## **3. DEFINITIONS**

- 3.1. **Comfort Center** – A comfort center is opened by a recognized community group or fire department and is intended to provide a location where community members who wish to remain in their homes but not have full services such as electricity, heat, water, etc. can gather during the day. Depending on the time of year and the type of emergency, a comfort centre can serve several purposes – hot beverage, water, warmth, or cooling, charging station and information are key services provided. A comfort centre is not opened with the intention of turning into an overnight shelter operation.

**3.2. Emergency Shelter** – an Emergency Shelter is location opened by the Nova Scotia Department of Community Services’ Emergency Social Services (hereafter known as DCS) upon the request of the CBRM EMC in response to a large-scale emergency. Emergency shelters in Nova Scotia are managed on behalf of the DCS by the Canadian Red Cross (hereafter known as CRC). A shelter offers safety and fulfills basic needs including food, bed, medical care etc.

#### **4. PURPOSE**

- 4.1.** The purpose of this MOU is to outline the process for the activation of a comfort centre on behalf of the CBRM for the provision of services to the community.
- 4.2.** The process for the transition to an Emergency Shelter is outlined should shelter be required in response to the emergency.
- 4.3.** This MOU does not restrict the Facility from opening a comfort centre outside of a request from CBRM EMO, however the comfort centre may not be eligible for cost recoveries, included within the official notices of CBRM comfort centre locations, or provided additional supports that may be available.
- 4.4.** Comfort centres do not open in advance of a forecasted event or during the impact phase of an event or emergency as to not encourage travel when conditions may be unsafe. Individuals are encouraged to practice 72 hours personal preparedness whenever possible. Therefore, sufficient advance notice is routinely available prior to the facility receiving a request from CBRM EMO to open as a comfort centre.

#### **5. TERM OF MOU**

- 5.1.** This MOU is effective upon the day and date last signed by the representatives authorized to do so by the participating parties, and will remain in effect until terminated in writing by either party.

#### **6. RESPONSIBILITIES**

##### **6.1. Port Morien Volunteer Fire Department**

- 6.1.1.** Upon the request of the CBRM EMC, the Facility agrees to open and to operate a comfort centre within six (6) hours in accordance with the CBRM Comfort Centre Guidelines and current Public Health measures.
- 6.1.2.** The Facility will provide sufficient volunteers to support the ongoing operation of the comfort centre during the hours and dates of operation agreed upon with the CBRM EMC.

6.1.3. The following information is to be provided to CBRM EMO by the Facility prior to opening as a comfort centre, with updates provided accordingly upon changes:

- Disclose any limitations to the availability of the Facility during the expected timeframe for operation.
- Contact information including phone numbers and email addresses for the individuals responsible for the operation of the centre.
- Dates and hours of operation.

6.1.4. Facility volunteers and/or staff are required to operate in a safe, respectful, and non-discriminating manner at all times.

6.1.5. The Facility will track and submit to the CBRM EMC the names of all volunteers and/or staff on site and separately track all community members utilizing the services of the facility.

6.1.6. Suitable facilities may receive a request from the CBRM EMC to open as, or transition into an Emergency Shelter. If such a request is received, the emergency shelter will be supplied and operated by the CRC under contract with the DCS. Volunteer support will not be required from the Facility for the operation of the emergency shelter aside from any support required to operate the infrastructure.

## 6.2. **CBRM EMO**

6.2.1. Whenever possible, the CBRM EMC will provide the Facility with a minimum of six (6) hours' advance notice of a request to provide comfort centre services to the community.

6.2.2. CBRM EMO recognizes facilities are multifunctional and access to the Facility may be limited due to pre-existing commitments. Comfort centre hours and dates of operation will be collaboratively determined by CBRM EMO and the Facility.

6.2.3. Will complete the necessary notifications of the hours and dates of operation to the Nova Scotia Emergency Management Office, CBRM Communications, and CBRM Integrated Communications.

6.2.4. Provide additional support as may be necessary or available, including but not limited to updated Public Health guidelines and associated hygiene products.

6.2.5. Unless otherwise agreed upon by CBRM, reasonable cost recoveries provided will be limited to snacks and refreshments with receipts, or a through a daily per diem as set by CBRM EMO. Additional recoveries may be considered by the CBRM EMC on a case-by-case basis.

6.2.6. CBRM EMO will not be responsible for any potential lost revenues of the venue while utilized as a comfort centre or emergency shelter.

## 7. TRANSITION TO A SHELTER

7.1. Based on the emergency, a request may be made to suitable facilities to open as, or to transition into an emergency shelter.

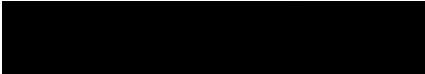
7.2. CBRM EMO will provide advance determination of the suitability of the Facility for use as a comfort centre and/or as an emergency shelter.

## 8. CANCELLATION OF MOU

8.1. This MOU may be terminated upon 30 days' notice in writing by either party without cause.

## 9. AUTHORIZING SIGNATURES

**Signed on behalf of Port Morien Volunteer Fire Department**

 Signature

 Name (Print)

 Date

**Signed on behalf of the Cape Breton Regional Municipality**

 Signature

 Name (Print)

 Date



**CAPE BRETON**  
REGIONAL MUNICIPALITY

---

**TO:** Mayor Clarke and Members of CBRM Council

**SUBMITTED BY:** Demetri Kachafanas, Chief Administrative Officer

**DATE:** June 9, 2025

**RE:** **Municipal Regulation of Nuisance - Mining Activities**

---

**ORIGIN**

Staff Initiated.

**RECOMMENDATION**

It is recommended that CBRM Council direct the CAO to direct staff to conduct a legal review of the Municipal Government Act to explore the municipality's role or ability, if any, to regulate nuisance, specifically noise, originating from mining activities.

**BACKGROUND**

On June 3, 2025, residents of the Cow Bay Environmental Coalition made a formal presentation to the Committee of the Whole regarding concerns related to noise emitting from the Donkin mine site. Although, the mine is not currently in operation, members of the coalition identified concerns related to the mine site and associated nuisance in the form of noise which occurs often for long periods of time. Based on information provided by members of the Coalition, the subject noise appears to be heard from residents in various locations, including several kilometers from the subject mine site.

The purpose of this report is to explore CBRM's role, if any, in regulating potential nuisance which originates from a mine site.

**DISCUSSION**

Under the Municipal Government Act (MGA), municipalities in the Province of Nova Scotia have the legal authority to make by-laws, for municipal purposes, respecting nuisance activities and things that, in the opinion of council, may be or may cause nuisances, including noise, weeds, burning, odours, fumes and vibrations. Council also has the authority to adopt a Municipal

Planning Strategy and Land Use By-law to regulate land use by prescribing appropriate separation between incompatible land uses, such as resource and residential uses.

### **Adoption Land Use By-law Regulations**

Under the MGA, municipalities can adopt a Municipal Planning Strategy and a Land Use By-law. Within the land use by-law Council may divide a planning area into zones. The by-law may also list permitted or prohibited uses for each zone. Through zoning, the municipality may consider the location of new residential development in proximity to resource uses and other uses that may generate potential nuisance.

### **CBRM Noise By-law (N-100)**

CBRM has adopted a Noise By-law (N-100) which prohibits individuals from engaging in any activity that unreasonably disturbs or tends to disturb the peace, comfort and tranquility of a resident of the municipality. Additionally, the By-law identifies specific activities and prohibited times and places for such activities to ensure they do not unreasonably disturb the peace, comfort and tranquility of a resident. A copy of the by-law is attached for you reference as Attachment A.

In accordance with provisions of the MGA, By-law N-100 allows exemptions for specific activities. These include, however are not limited to, activities at Pits, Quarries or Mining Operations for which a permit has been issued by the Department of Environment, which expressly regulates sound levels through separate regulations. This approach of not regulating noise associated with provincially regulated activities is consistent with Section 171(2) of the Municipal Government Act, whereby a municipal by-law shall not be inconsistent with an enactment of the Province or of Canada.

### **Conclusion**

The CBRM may consider by-law regulations to ensure adequate separation distance from land uses, including minimum prescribed distances between resource and residential uses. While the CBRM has the authority to make a by-law respecting nuisance, and currently maintains a by-law respecting noise (N-100), it does not have the authority to adopt provisions which are inconsistent with an enactment of the Province, including mining activities, which are a Provincially regulated activity.

Should CBRM Council wish to further explore the Municipality's role in regulating nuisance, as it relates to mining activities, it is recommended that Council direct the CAO to direct staff to conduct a legal review of the subject.

## **FINANCIAL IMPLICATIONS**

The CBRM costs associated with preparing this report can be accommodated within the approved 2025-26 operating budget for Planning and Development.

## **LEGISLATIVE AUTHORITY**

*Municipal Government Act (MGA), Part VII, By-Laws*

### **Powers to make by-laws**

Section 172

(1) A council may make by-laws, for municipal purposes, respecting:

- (d) nuisances, activities and things that, in the opinion of council, may be or may cause nuisances, including noise, weeds, burning, odours, fumes and vibrations and, without limiting the generality of the foregoing, by-laws
  - (i) Prescribing a distance beyond which noise shall not be audible,
  - (ii) Distinguishing between one type of noise and another,
  - (iii) Providing that any noise or sound greater than a specific decibel level or other measurement of noise or sound is prohibited,
  - (iv) Prescribing the hours during which certain noises, or all noise above a certain level, specified in the by-law is prohibited,
  - (v) Authorizing the granting of exemptions in such cases as the by-law provides,
  - (vi) Providing that it is an offence to engage in any activity that unreasonably disturbs or tends to disturb the peace and tranquility of a neighbourhood;

### **Power to regulate, license and prohibit**

#### Section 171

(2) A by-law shall not be inconsistent with an enactment of the Province or of Canada. 1998, c. 18, s. 171.

### **Content of land-use by-law**

#### Section 220

(1) A land-use by-law shall include maps that divide the planning area into zones.

(4) A land-use by-law may

- (i) regulate the location of developments adjacent to pits and quarries.

### *Municipal By-laws*

CBRM By-law N-100, *By-Law Respecting Noise in the Cape Breton Regional Municipality*, 2014.

### **ATTACHMENTS**

Attachment A: CBRM By-law N-100, *By-Law Respecting Noise in the Cape Breton Regional Municipality*

---

Report Prepared by: Tyson Simms, Director, Planning and Development

---



## **BY-LAW RESPECTING NOISE IN THE CAPE BRETON REGIONAL MUNICIPALITY**

- Short Title
- Interpretation
- General Prohibition
- Prescribed Exemptions
- Local Exemptions
- Grant Of Exemptions By Council
- Severability:
- Offence and Penalty
- Payment in Lieu of Prosecution
- Repeal of By-laws, Regulations and Ordinances
- Schedule "A"
- PROHIBITED TIMES:
- Schedule "B"
- Schedule "C"

**BE IT ENACTED** by the Council of the Cape Breton Regional Municipality as follows:

### **Short Title**

1. This By-law shall be known and cited as the "Noise By-law".

## **Interpretation**

2. In this By-law,

(a) "construction" includes erection, alteration, repair, dismantling and demolition of structures and includes structural maintenance, hammering, land clearing, moving of earth, rock or felled trees, rock breaking, grading, excavating, the laying of pipe or conduit whether above or below ground level, working with concrete, alteration or installation of any equipment, the structural installation of construction components or materials in any form whatsoever, the placing or removing of any construction related materials and includes any work in connection therewith; but does not include blasting;

(b) "construction equipment" means any equipment or device designed and intended for use in construction or material handling including but not limited to air compressors, air tracks, pile drivers, pneumatic or hydraulic tools, bulldozers, tractors, excavators, trenchers, cranes, derricks, loaders, backhoes, scrapers, pavers, generators, off-highway haulers or trucks, ditchers, compactors and rollers, pumps, concrete mixers, graders and other material handling equipment;

(c) "Continuous Noise" means

- (i) uninterrupted noise for a period of time exceeding five minutes; or
- (ii) recurring noise having periods of interruption up to one hour in duration.

(d) "Council" means the Cape Breton Regional Council;

(e) "Motor vehicle" includes an automobile, motorcycle and any other vehicle propelled or driven otherwise than by muscular, gravitational or wind power; but does not include a motorized wheelchair or a car, locomotive or other motor vehicle running only upon rails; a motorized snow vehicle; traction engine; farm tractor; self-propelled implement of husbandry; or road-building machine within the meaning of the Motor Vehicle Act;

(f) "Point of reception" means any point on the premises of a person where sound, originating from other than those premises, is received;

(g) "public address system" means any system comprised of one or more of the following and in any combination: loudspeaker, amplifier, microphone, turntable, reproducer, receiver or tuner, where such equipment is part of a system used to reproduce or amplify sound;

(h) "recreational vehicle" means any motor vehicle which is designed to be, or intended to be, used other than on a public highway or on the surface of the water and includes, without limiting the generality of the foregoing, all-terrain vehicles, trail bikes, dirt bikes, moto-cross bikes and snowmobiles but does not include a motor home or travel trailer for the purposes of this By-Law;

(i) "resident" means a person residing in the Cape Breton Regional Municipality.

## **General Prohibitions**

3. (1) No person shall engage in any activity that unreasonably disturbs or tends to disturb the peace, comfort and tranquillity of a resident of the municipality.
- (2) Without limiting the generality of subsection (1), the activities listed in Schedule "A" during the prohibited times and places as set out therein are deemed to be activities that unreasonably disturb the peace, comfort and tranquillity of a resident.
- (3) For the purpose of a prosecution pursuant to subsection (1) or (2), evidence that one neighbor is unreasonably disturbed by a noise is *prima facie* evidence that the neighborhood is unreasonably disturbed by the noise.

## **Prescribed Exemptions**

4. (1) Notwithstanding any other provisions of this By-law, it shall be lawful to emit or cause or permit the emission of sound in connection with emergency measures taken
  - (a) for the immediate health, safety or welfare of the inhabitants or any of them;
  - (b) for the preservation or restoration of propertyunless such sound is clearly of a longer duration or more disturbing than is reasonable necessary for the accomplishment of such emergency purposes.
- (2) Notwithstanding any other provisions of this By-law, this By-law shall not apply to:
  - (a) the days listed in Schedule "B", the emission of sound in connection with any of the traditional, festive, religious or other activities listed therein; or
  - (b) the emission of sound in connection with any of the activities listed in Schedule "C";
  - (c) employees of the Municipality, the Government of Canada, the Province of Nova Scotia, the Nova Scotia Power Corporation, MTT and other telecommunication companies when those employees are acting in the reasonable execution of their duties;
  - (d) a person or a corporation, or an employee of such person or corporation, reasonably performing work at the request of any party enumerated in clause (c);
  - (e) noises in connection with athletic or recreational activities in municipal park areas, arenas or community centres until one o'clock in the forenoon;
  - (f) noises in relation to annual municipal festivals or municipal activities in municipal parks, municipal arenas or municipal community centres until one o'clock in the forenoon;
  - (g) noises in relation to municipal parades, street dances or other community activities until one o'clock in the forenoon;
  - (h) noises caused by motor vehicles being used for emergency purposes;

By-law Respecting Noise  
in the Cape Breton Regional Municipality

---

- (I) noises emitted by municipal owned machinery or equipment when used in the normal course of providing municipal services;
- (j) noises caused by motor vehicles or workmen engaged in the delivery of any fuel type
- (k) noises emitted by audible pedestrian signals; and
- (l) noises caused by air ambulances.

**Grant Of Exemptions By Council**

5. (1) Notwithstanding anything contained in this By-Law, any person may make application to Council to be granted an exemption from any of the provisions of this By-Law with respect to any emission of noise for which that person might be prosecuted; and Council, by resolution, may refuse to grant any exemption or may grant the exemption applied for or any exemption of lesser effect; and any exemption granted shall specify the time period, not in excess of six months, during which the exemption shall be effective and the exemption shall be in written form and shall include such terms and conditions as Council deems appropriate.
- (2) In deciding whether or not to grant an exemption, Council shall give consideration to the social or commercial benefit of the proposed activity to the municipality, the views of any residents of the municipality which may be expressed to Council, the proposed hours of operation of the proposed noise-emitting activity and the proposed duration of the subject activity.
- (3) In deciding whether or not to grant an exemption, Council shall give the applicant, and any person opposed to the application, an opportunity to be heard during a Council Session and may consider such other matters as it deems appropriate.
- (4) Notice of the time, date and purpose of the Council Session at which the hearing is proposed to take place shall be mailed to the assessed owner or owners as shown in the records of the Regional Assessment Office, of property located within 1000 feet of the property which will be the subject of the hearing;
- (5) Any alleged breach by the applicant of any of the terms or conditions of any exemption granted by Council, shall be investigated by municipal staff, reported to Council in writing and Council shall determine whether or not a breach has taken place. If a breach has taken place, Council may pass a resolution revoking the exemption, without the necessity of giving notice of rescinding motion, and such exemption shall be null and void as of the passing of such resolution.

**Steering Committee:**

6. A steering committee will be formed to review this by-law from time to time. Membership shall include 3 members of council and others appointed by the manager responsible for the by-law.

**Severability:**

7. If a court of competent jurisdiction should declare any section or part of a section of this By-Law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the By-Law and it is hereby declared that the remainder of the By-Law shall be valid and shall remain in full force and effect.

**Offence and Penalty**

8. (1) Any person who violates any section of this By-law is guilty of an offence and shall, on summary conviction be liable to a fine of not less than one hundred dollars (\$100.00) and not more than five thousand dollars (\$5,000.00) and in default of payment, to imprisonment for a period not exceeding sixty (60) days.

(2) If a person violates the same provision of this By-law twice within one six month period, the minimum penalty for the second such violation is \$200.00.

**Every Day A Fresh Offence**

9. (1) In the case of an alleged contravention of the provisions of this By-Law, and in addition to any other legal remedy available, Council may direct the clerk to prepare a written Notice which identifies the contravention and directs what must be done to remedy the contravention and to serve such Notice on the alleged contravenor requiring that person or persons to remedy the contravention of the By-Law within ten (10) days after the Notice has been served.

(2) In default of the remedying of the contravention described in the Notice within the ten (10) day time period, it is deemed to be a fresh offence.

**Repeal of By-laws, Regulations and Ordinances**

10. Sections 3 and 4 of the Cape Breton Regional Municipality Orderly Conduct By-law Number S-5 and any amendments thereto are hereby repealed. Any Noise By-laws or any provisions thereof passed and adopted by any of the eight (8) former municipalities of Cape Breton County prior to July 31, 1995 which conflict with or acts contrary to the provisions of this By-law are hereby repealed with this By-law becoming law and any other provisions of such By-laws are hereby ratified and confirmed insofar as they are not in conflict with this By-law.

By-law Respecting Noise  
in the Cape Breton Regional Municipality

---

**PASSED AND ADOPTED** by a majority of the whole Council at a duly called meeting of the Cape Breton Regional Municipal Council held on the 15<sup>th</sup> day May, A.D., 2001, and amended on the 2<sup>nd</sup> day of July, 2014.

---

**CECIL P. CLARKE, MAYOR**

---

**DEBORAH CAMPBELL**  
**MUNICIPAL CLERK**

I, **Deborah Campbell**, Clerk of the Cape Breton Regional Municipality, do hereby certify that the attached is a true and correct copy of the Noise By-Law of the Cape Breton Regional Municipality as amended at a meeting of the Cape Breton Regional Municipal Council held on the 2<sup>nd</sup> day of July , A.D., 2014.

---

**Deborah Campbell - Municipal Clerk**

**EFFECTIVE DATE: July 8, 2014**

**Schedule "A"**

**Part 1**

**Activities that unreasonably disturb the peace, comfort and tranquility of a resident, and at all times, where the sound resulting therefrom is audible at a point of reception.**

1. The operation of any combustion engine or pneumatic device without an effective exhaust or intake muffling device in good working order and in constant operation;
2. The operation of a vehicle or a vehicle with a trailer resulting in banging, clanking, squealing or other like sounds due to an improperly secured load or equipment or inadequate maintenance; so as to create a continuous noise;
3. The operation of a motor vehicle horn or other warning device except where required or authorized by law or in accordance with good safety practices.
4. The detonation of fireworks or explosive devices not used in construction or quarrying;
5. The operation or use of a recreational vehicle or a group of recreational vehicles within 1000' of a residence in such a manner so as to create a continuous noise.
6. The operation of an engine or motor in, or on, any motor vehicle or item of attached auxiliary equipment for a continuous period exceeding five minutes, while such vehicle is stationary in a residential area unless: (a) the original equipment manufacturer specifically recommends a longer idling period for normal and efficient operation of the motor vehicle in which case such recommended period shall not be exceeded; (b) operation of such engine or motor is essential to a basic function of the vehicle or equipment, including but not limited to, operation of ready-mixed concrete trucks, lift platforms and refuse compactors; (c) weather conditions justify the use of heating or refrigerating systems powered by the motor or engine for the safety and welfare of the operator, passengers or animals, or the preservation of perishable cargo, and where the vehicle is stationary for purposes of delivery or loading; (d) prevailing low temperatures make longer idling periods necessary immediately after starting the motor or engine; (e) the idling is for the purpose of cleaning and flushing the radiator and associated circulation system for seasonal change of antifreeze, cleaning of the fuel system, carburetor or the like, when such work is performed other than for profit.
7. The operation of any item of construction equipment without effective prescribed muffling devices in good working order and in constant operation;

**Part 2**

**Activities that unreasonably disturb the peace, comfort and tranquility of a resident at the specified times, where the sound resulting therefrom is audible at a point of reception.**

12. The operation of any refrigeration unit, which is stationary or attached to refrigeration, trailer unless the refrigeration trailer is in motion;	C
13. The operation of a garborator, solid waste bulk lift, refuse compacting equipment or hydraulic dumpster associated with a commercial enterprise;	B
14. The operation in the outdoors of any power tool or pump for domestic purposes other than snow removal, or when located within a building.	A
15. Yelling, shouting, hooting, whistling or singing;	A
16. The operation of a commercial car wash;	C
17. All selling or advertising by shouting or outcry or amplified sound;	B
18. The use or operation of any commercial vacuuming equipment such as rug cleaning equipment;	A
19. The operation of any public address system, television set, disc player, tape deck, phonograph, or radio in a manner such that the sound from the equipment being operated is audible beyond the bounds of the property from which the noise is emitted;	A
20. Music on the Sydney Boardwalk;	E
21. The operation of any motorized conveyance other than on a street or other place intended for its operation;	A
22. The use or operation of construction equipment, except where such equipment is used or operated on any highways;	C
23. The operation of a power assisted hang glider or parafoil;	A
24. The operation or use of a combustion engine which (i) is, or (ii) is used in, or (iii) is intended for use in, a toy or a model or replica of any device, which model or replica has no function other than amusement or which is not a conveyance; within 500 feet of a residence.	A
25. The operation of any circus, fair, carnival or other such outdoor entrainment activity	C

**PROHIBITED TIMES:**

A - On a Monday, Tuesday, Wednesday, Thursday, or Friday until seven o'clock in the forenoon (7:00 a.m.) and after nine thirty o'clock in the afternoon (9:30 p.m.). On a Saturday until eight o'clock in the forenoon (8:00 a.m.) and after seven o'clock in the afternoon (7:00 p.m.) On a Sunday, Statutory Holiday or Remembrance Day until nine o'clock in the forenoon (9:00 a.m.) and after seven o'clock in the afternoon (7:00 p.m.).

B - On a Monday, Tuesday, Wednesday, Thursday, or Friday until seven o'clock in the forenoon (7:00 a.m.) and after nine thirty o'clock in the afternoon (9:30 p.m.). On a Saturday until eight o'clock in the forenoon (8:00 a.m.) and after seven o'clock in the afternoon (7:00 p.m.). On a Sunday, Statutory Holiday or Remembrance Day at all times during any such day.

C – twelve o'clock in the forenoon (12:00 a.m.) to six o'clock (6:00 a.m.) in the forenoon of the same day.

D - All Day Sunday, Statutory and Civic Holidays and Remembrance Day.

E. – Between June 1<sup>st</sup> and October 1<sup>st</sup> until eight o'clock in the forenoon (8:00 a.m.) and after nine thirty o'clock in the afternoon (9:30 p.m.) on the Sydney Boardwalk in accordance with the CBRM Policy Respecting Music on the Sydney Boardwalk.

**NOTE:** Any time specified in this Section shall mean Standard Time for the municipality or Daylight Savings Time during the period of time for which the same is declared to be in force in the municipality.

**Schedule "B"**

Canada Day  
New Year' Eve  
Recognized Civic Holidays  
Recognized Religious Holidays

**Schedule "C"**

Ringing of Bells at Places of Worship

Calls to Worship

Activities at Pits, Quarries or Mining Operations for which a permit has been issued by the Department of Environment, which expressly regulates sound levels.



***Office of Christa Dicks  
Municipal Clerk***

320 Esplanade  
Sydney, Nova Scotia  
B1P 7B9  
Tel: 902-563-5010  
Fax: 902-564-0481  
email: [clerksoffice@cbrm.ns.ca](mailto:clerksoffice@cbrm.ns.ca)  
[www.cbrm.ns.ca](http://www.cbrm.ns.ca)

May 28, 2025

Ms. Lisa Wallace  
Chief Clerk  
Nova Scotia Regulatory and Appeals Board  
Box 1692, Unit "M"  
Halifax, Nova Scotia B3J 3S3

**Re: Request for Reinstatement of French Road Area into District 7**

Dear Ms. Wallace:

At a recent meeting of Cape Breton Regional Municipality Council, a resolution was passed to request a review of the French Road area in District 8. This follows the area's realignment prior to the most recent municipal election, and Council seeks to revisit the matter to support effective representation and preserve community cohesion.

As such, it is respectfully asked that the Board advise on the appropriate procedural steps for the consideration of reinstatement.

Thank you for your attention to this matter.

Yours sincerely,

**Christa Dicks  
Municipal Clerk**

cc:

Mayor Cecil P. Clarke  
Demetri Kachafanas, K.C., CAO  
CBRM Council



June 9, 2025

Christa Dicks  
Municipal Clerk  
Cape Breton Regional Municipality  
320 Esplanade  
Sydney NS B1P 7B9

Dear Ms. Dicks:

**Q04828 – Request for Reinstatement of French Road Area into District 7**

This is in response to your letter dated May 28, 2025, asking about the procedural steps for a review of the municipal polling district boundaries in the French Road area. It is stated that this follows the area's realignment prior to the most recent municipal election, and Council's desire to revisit the matter to support effective representation and preserve community cohesion. The Board understands that this matter only involves two adjacent polling districts and would not involve other districts.

The request for the Board's review would be made under s. 368 of the *Municipal Government Act*, which allows the Board to amend the boundaries of any polling district. Like any matter involving polling district boundaries, the factors to be addressed in any such application are listed in s. 368(4):

368(4) In determining the number and boundaries of polling districts the Board shall consider number of electors, relative parity of voting power, population density, community of interest and geographic size.

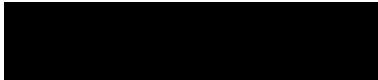
The procedure for such an application would start with a request by CBRM for a proposed change in the district boundary, accompanied by a certified copy of the Council resolution requesting the change and a digital map showing the new boundary of the two affected polling districts (showing the entirety of the two districts and detail of the boundary revision). The application must also indicate the number of electors being transferred from one polling district to the other, and the calculation of the revised "Variation from the Average Number of Voters" (expressed both as a number and as a percentage) for both affected polling districts. The revision should be the subject of public consultation, but this can be in the form of a meeting or by inviting letters of comment. The application should detail the consultation and include a copy of the notice that was posted or advertised for the public. The application should also contain a brief description of the reasons for the proposed change.

For further guidance, please refer to sections 29 and 31 of the *Municipal Government Act Rules* issued by the Board, which are attached to this letter. While FORM C attached to the *Rules* can be used to make the application, given the limited nature of the revision, the

request can be made by letter provided the information in the preceding paragraph is enclosed. The letter shall be signed by the Mayor and the Clerk.

Once the application is filed, the Board will publish a Notice of Hearing respecting the proposed change. Provided no significant objection is expected, the Board may consider dealing with the matter in an expedited paper hearing process. If requested, the Board would hold a public hearing in CBRM. If you have any questions, please do not hesitate to contact me.

Yours very truly,

A solid black rectangular box used to redact a signature.

Lisa Wallace  
Chief Clerk of the Board

c. Cecil P. Clarke, Mayor  
Demetri Kachafanas, K.C., CAO





# Memo

**Date:** June 9, 2025

**To:** Mayor and Council

**From:** Jennifer Campbell, CPA, CA Chief Financial Officer

**Re:** DRAFT CBRM Financial Statements – Year ended March 31, 2025

---

Enclosed are the DRAFT Financial Statements for CBRM Operations for the year ended March 31, 2025.

The draft report notes a year end surplus of approximately \$2.3M. Staff are continuing the finalization of account reconciliations, accruals and estimate adjustments that may result in changes to the reported amounts, including the reported surplus.

The enclosed report is for information purposes only. The Annual Financial Report for 2024-25, inclusive of explanations of significant variances, will be presented to the Audit Committee in September when the financial statement audit is closer to completion.

Respectfully Submitted,

Jennifer Campbell, CPA, CA  
Chief Financial Officer

Revenue	Year To Date Assigned	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
Total Taxes	128,770,094	126,272,494	(2,497,601)	126,272,494	(2,497,601)
Total Federal Government	3,646,279	3,302,234	(344,045)	3,302,234	(344,045)
Total Federal Government Agencies	893,460	921,323	27,863	921,323	27,863
Total Provincial Government	2,066,466	2,091,911	25,445	2,091,911	25,445
Total Provincial Government Agencies	4,263,566	4,137,132	(126,434)	4,137,132	(126,434)
Total Services to Other Local Government	941,286	665,899	(275,387)	665,899	(275,387)
Total Transit	1,829,580	2,490,000	660,420	2,490,000	660,420
Total Environmental Development Services	489,779	275,500	(214,279)	275,500	(214,279)
Total Licenses & Permits	44,368	48,500	4,132	48,500	4,132
Total Fines & Fees	990,844	1,201,000	210,156	1,201,000	210,156
Total Rentals	503,089	508,277	5,189	508,277	5,189
Total Concessions & Franchises	995,035	906,500	(88,535)	906,500	(88,535)
Total Return on Investments/Interest on Taxes	1,716,954	1,515,000	(201,954)	1,515,000	(201,954)
Total Finance Revenue	42,830	35,000	(7,830)	35,000	(7,830)
Total Solid Waste Revenue	3,272,914	3,155,000	(117,914)	3,155,000	(117,914)
Total Recreation & Cultural Service Programs	1,629,108	1,684,500	55,392	1,684,500	55,392
Total Water Utility Charges	11,426,440	12,426,440	1,000,000	12,426,440	1,000,000
Total Unconditional Transfers	15,942,138	15,835,838	(106,300)	15,835,838	(106,300)
Total Conditional Transfers	400,728	610,000	209,272	610,000	209,272
Total Extraordinary Revenue	2,939,279	-	(2,939,279)	-	(2,939,279)
<b>Total Revenue to date</b>	<b>182,804,237</b>	<b>\$ 178,082,548</b>	<b>\$ (4,721,689)</b>	<b>\$ 178,082,548</b>	<b>\$ (4,721,689)</b>
Expenditures	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
Legislative	1,478,172	1,670,870	192,698	1,670,870	192,698
Administration	480,839	470,846	(9,993)	470,846	(9,993)
Finance	2,984,783	3,482,574	497,791	3,482,574	497,791
Legal	3,000,877	2,967,058	(33,819)	2,967,058	(33,819)
Human Resources	1,501,083	1,544,312	43,229	1,544,312	43,229
Technology & Communications	4,321,015	4,433,208	112,193	4,433,208	112,193
Municipal Clerk	1,037,739	886,802	(150,937)	886,802	(150,937)
Fiscal Services	33,074,216	33,297,154	222,938	33,297,154	222,938
Police Services	30,169,662	32,260,251	2,090,589	32,260,251	2,090,589
Fire Services (Incl EMO)	21,281,201	19,973,485	(1,307,716)	19,973,485	(1,307,716)
Engineering & Public Works	62,053,132	58,322,156	(3,730,976)	58,322,156	(3,730,976)
Planning	3,378,658	4,017,905	639,247	4,017,905	639,247
Facilities: Centre 200 & Arenas	5,679,869	4,581,688	(1,098,181)	4,581,688	(1,098,181)
Parks & Grounds	3,220,368	3,473,848	253,480	3,473,848	253,480
Buildings	3,632,234	3,734,163	101,929	3,734,163	101,929
Recreation	3,149,159	2,966,228	(182,931)	2,966,228	(182,931)
<b>Total Expended to date</b>	<b>\$ 180,443,008</b>	<b>\$ 178,082,548</b>	<b>\$ (2,360,460)</b>	<b>\$ 178,082,548</b>	<b>\$ (2,360,460)</b>

Departmental

Reviewed

Net Expenditures & Revenues \$ 2,361,229

Legislative	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	1,085,116	1,129,309	44,193	1,129,309	44,193
6010 BENEFITS	174,229	226,361	52,132	226,361	52,132
6030 TRAVEL/CONFERENCES	55,512	90,000	34,488	90,000	34,488
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	47,678	94,802	47,125	94,802	47,125
6050 OFFICE SUPPLIES	9,387	12,400	3,013	12,400	3,013
6060 OFFICE EQUIPMENT	7,621	5,500	(2,121)	5,500	(2,121)
6080 ADVERTISING	9,820	14,500	4,680	14,500	4,680
6100 COURIER	-	250	250	250	250
6110 TELEPHONE/FAX	34,404	34,248	(156)	34,248	(156)
6120 PUBL./SUBSCRIPTIONS	1,456	2,000	544	2,000	544
6130 COMPUTER HARDWARE	1,607	8,000	6,393	8,000	6,393
6150 MEETING EXPENSES	16,351	27,500	11,149	27,500	11,149
6170 PROMOTION	34,991	26,000	(8,991)	26,000	(8,991)
<b>Total expended to date</b>	<b>\$ 1,478,172</b>	<b>\$ 1,670,870</b>	<b>\$ 192,698</b>	<b>\$ 1,670,870</b>	<b>\$ 192,698</b>

Departmental

Finance

CAO	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	360,138	302,000	(58,138)	302,000	(58,138)
6010 BENEFITS	52,000	56,446	4,446	56,446	4,446
6020 TRAINING/EDUCATION	2,740	3,300	560	3,300	560
6030 TRAVEL/CONFERENCES	17,082	18,000	918	18,000	918
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	636	1,800	1,164	1,800	1,164
6050 OFFICE SUPPLIES	3,058	2,800	(258)	2,800	(258)
6110 TELEPHONE/FAX	3,240	2,500	(740)	2,500	(740)
6150 MEETING EXPENSES	2,472	4,000	1,528	4,000	1,528
6170 PROMOTION	5,551	5,000	(551)	5,000	(551)
8100 PROFESSIONAL SERVICES	33,922	75,000	41,078	75,000	41,078
<b>Total expended to date</b>	<b>\$ 480,839</b>	<b>\$ 470,846</b>	<b>\$ (9,993)</b>	<b>\$ 470,846</b>	<b>\$ (9,993)</b>

Departmental

Finance

Finance	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	2,007,180	2,129,641	122,461	2,129,641	122,461
6010 BENEFITS	459,209	471,083	11,874	471,083	11,874
6020 TRAINING/EDUCATION	9,742	13,000	3,258	13,000	3,258
6030 TRAVEL/CONFERENCES	15,189	14,500	(689)	14,500	(689)
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	3,689	4,000	311	4,000	311
6050 OFFICE SUPPLIES	11,732	11,900	168	11,900	168
6060 OFFICE EQUIPMENT	9,134	7,500	(1,634)	7,500	(1,634)
6080 ADVERTISING	36,930	37,500	570	37,500	570
6090 POSTAGE	174,829	175,000	171	175,000	171
6100 COURIER	15,985	23,250	7,265	23,250	7,265
6110 TELEPHONE/FAX	16,649	15,800	(849)	15,800	(849)
6130 COMPUTER HARDWARE	4,773	11,400	6,627	11,400	6,627
6140 COMPUTER SOFTWARE	54,993	52,100	(2,893)	52,100	(2,893)
6180 COST RECOVERY	(352,125)	(360,000)	(7,875)	(360,000)	(7,875)
8010 OPERATIONAL MATERIALS/SUPPLIES	4,688	5,000	312	5,000	312
8100 PROFESSIONAL SERVICES	79,694	59,000	(20,694)	59,000	(20,694)
8110 CONTRACTS/AGREEMENTS	64,627	53,400	(11,227)	53,400	(11,227)
8120 LEASES	14,719	18,500	3,781	18,500	3,781
8180 TAX EXEMPT/WRITE OFF	353,149	740,000	386,852	740,000	386,852
<b>Total expended to date</b>	<b>\$ 2,984,783</b>	<b>\$ 3,482,574</b>	<b>\$ 497,791</b>	<b>\$ 3,482,574</b>	<b>\$ 497,791</b>

---

Departmental

---

Finance

Legal	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	496,522	537,975	41,453	537,975	41,453
6010 BENEFITS	110,821	123,583	12,762	123,583	12,762
6020 TRAINING/EDUCATION	2,731	6,500	3,769	6,500	3,769
6030 TRAVEL/CONFERENCES	3,555	4,500	945	4,500	945
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	12,898	17,000	4,102	17,000	4,102
6050 OFFICE SUPPLIES	3,506	3,500	(6)	3,500	(6)
6060 OFFICE EQUIPMENT	2,348	2,200	(148)	2,200	(148)
6070 PHOTOCOPYING SUPPLIES	1,742	3,500	1,759	3,500	1,759
6080 ADVERTISING	-	4,000	4,000	4,000	4,000
6100 COURIER	706	800	94	800	94
6110 TELEPHONE/FAX	3,274	4,000	726	4,000	726
6120 PUBLICATIONS/SUBSCRIPTIONS	24,731	20,000	(4,731)	20,000	(4,731)
6130 COMPUTER HARDWARE	82	4,000	3,918	4,000	3,918
6150 MEETING EXPENSES	272	500	228	500	228
6160 LIABILITY INSURANCE	2,229,713	2,160,000	(69,713)	2,160,000	(69,713)
8100 PROFESSIONAL SERVICES	109,890	75,000	(34,890)	75,000	(34,890)
<b>Total expended to date</b>	<b>\$ 3,000,877</b>	<b>\$ 2,967,058</b>	<b>\$ (33,819)</b>	<b>\$ 2,967,058</b>	<b>\$ (35,732)</b>

Departmental

Finance

Human Resources	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	994,751	1,048,738	53,987	1,048,738	53,987
6010 BENEFITS	236,173	242,224	6,051	242,224	6,051
6020 TRAINING/EDUCATION	13,551	9,850	(3,701)	9,850	(3,701)
6030 TRAVEL/CONFERENCES	17,456	17,500	44	17,500	44
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	4,424	2,500	(1,924)	2,500	(1,924)
6050 OFFICE SUPPLIES	13,390	15,000	1,610	15,000	1,610
6060 OFFICE EQUIPMENT	4,522	2,500	(2,022)	2,500	(2,022)
6080 ADVERTISING	1,817	3,000	1,183	3,000	1,183
6110 TELEPHONE/FAX	9,549	10,000	451	10,000	451
6120 PUBLICATIONS/SUBSCRIPTIONS	-	3,000	3,000	3,000	3,000
6130 COMPUTER HARDWARE	7,603	6,000	(1,603)	6,000	(1,603)
6150 MEETING EXPENSES	8,307	6,500	(1,807)	6,500	(1,807)
8100 PROFESSIONAL SERVICES	180,588	170,000	(10,588)	170,000	(10,588)
8110 CONTRACTS/AGREEMENTS	8,952	7,500	(1,452)	7,500	(1,452)
<b>Total expended to date</b>	<b>\$ 1,501,083</b>	<b>\$ 1,544,312</b>	<b>\$ 43,229</b>	<b>\$ 1,544,312</b>	<b>\$ 43,229</b>

Departmental

Finance

<b>Technology/Communications</b>	<b>Year to date Expended</b>	<b>12 Month Budget</b>	<b>12 Month Budget Variance</b>	<b>Annual Budget</b>	<b>Annual Budget Remaining</b>
6000 WAGES/SALARIES	2,622,142	2,626,334	4,192	2,626,334	4,192
6010 BENEFITS	561,925	580,538	18,613	580,538	18,613
6011 MISCELLANEOUS BENEFITS	(59,637)	(98,762)	(39,125)	(98,762)	(39,125)
6020 TRAINING/EDUCATION	11,476	27,000	15,524	27,000	15,524
6030 TRAVEL/CONFERENCES	3,697	17,000	13,303	17,000	13,303
6040 PROFESSIONAL MEMBERSHIP/DUES	688	2,200	1,512	2,200	1,512
6050 OFFICE SUPPLIES	4,565	6,500	1,935	6,500	1,935
6060 OFFICE EQUIPMENT	2,745	13,000	10,255	13,000	10,255
6080 ADVERTISING	801	4,000	3,199	4,000	3,199
6110 TELEPHONE/FAX	132,774	150,000	17,226	150,000	17,226
6130 COMPUTER HARDWARE	163,388	205,000	41,612	205,000	41,612
6140 COMPUTER SOFTWARE	445,592	476,500	30,908	476,500	30,908
6150 MEETING EXPENSES	1,643	1,500	(143)	1,500	(143)
7010 ELECTRICAL	12,854	11,500	(1,354)	11,500	(1,354)
7070 BLDG/FACILITY RENTAL	66,851	60,000	(6,851)	60,000	(6,851)
8040 COMM EQUIPMENT LINES	3,639	2,000	(1,639)	2,000	(1,639)
8100 PROFESSIONAL SERVICES	22,384	62,000	39,616	62,000	39,616
8110 CONTRACTS/AGREEMENTS	101,392	63,350	(38,042)	63,350	(38,042)
8120 LEASES SAP	113,347	107,446	(5,901)	107,446	(5,901)
8130 LICENSES/PERMITS	108,748	116,102	7,354	116,102	7,354
<b>Total expended to date</b>	<b>\$ 4,321,015</b>	<b>\$ 4,433,208</b>	<b>\$ 112,193</b>	<b>\$ 4,433,208</b>	<b>\$ 112,193</b>

**Departmental**

**Finance**

Municipal Clerk	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	293,555	309,325	15,770	309,325	15,770
6010 BENEFITS	70,184	69,127	(1,057)	69,127	(1,057)
6020 TRAINING/EDUCATION	2,076	5,500	3,424	5,500	3,424
6030 TRAVEL/CONFERENCES	780	6,300	5,520	6,300	5,520
6040 PROFESSIONAL MEMBERSHIP/DUES	928	1,400	472	1,400	472
6050 OFFICE SUPPLIES	4,335	3,000	(1,335)	3,000	(1,335)
6060 OFFICE EQUIPMENT	4,430	2,000	(2,430)	2,000	(2,430)
6070 PHOTOCOPYING SUPPLIES	24,196	23,500	(696)	23,500	(696)
6080 ADVERTISING	947	1,200	253	1,200	253
6100 COURIER	-	150	150	150	150
6110 TELEPHONE/FAX	3,516	3,500	(16)	3,500	(16)
6120 PUBLICATIONS/SUBSCRIPTIONS	534	1,800	1,266	1,800	1,266
6130 COMPUTER HARDWARE	7,827	3,000	(4,827)	3,000	(4,827)
6140 COMPUTER SOFTWARE	38,783	42,500	3,717	42,500	3,717
6150 MEETING EXPENSES	8,783	14,500	5,717	14,500	5,717
8110 CONTRACTS/AGREEMENTS	576,864	400,000	(176,864)	400,000	(176,864)
<b>Total expended to date</b>	<b>\$ 1,037,739</b>	<b>\$ 886,802</b>	<b>\$ (150,937)</b>	<b>\$ 886,802</b>	<b>\$ (150,937)</b>

Fiscal Services	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
9010 INTEREST ON SHORT TERM BORROWING	9,395	400,000	390,605	400,000	390,605
9020 INTEREST ON LONG TERM DEBT	1,589,052	1,617,486	28,434	1,617,486	28,434
9050 PRINCIPLE ON LONG TERM DEBT	9,118,971	9,208,971	90,000	9,208,971	90,000
9052 DEBT/CAPITAL BOND DISC	55,641	63,000	7,359	63,000	7,359
9090 BANK CHARGES	79,717	70,000	(9,717)	70,000	(9,717)
9200 ALLOWANCE FOR UNCOLLECTABLE TAXES	600,000	600,000	-	600,000	-
9420 APPROPRIATION TO CAPITAL FUND	1,390,041	1,090,000	(300,041)	1,090,000	(300,041)
9430 APPROPRIATION TO B.I.D.C.s	213,353	212,561	(792)	212,561	(792)
9620 REGIONAL LIBRARY	703,800	703,800	-	703,800	-
9630 CAPE BRETON/VICTORIA SCHOOL BOARD	17,942,800	17,942,800	-	17,942,800	-
9640 PROPERTY ASSESSMENT COSTS	1,371,446	1,388,536	17,090	1,388,536	17,090
<b>Total expended to date</b>	<b>\$ 33,074,216</b>	<b>\$ 33,297,154</b>	<b>\$ 222,938</b>	<b>\$ 33,297,154</b>	<b>\$ 222,938</b>

Departmental

Finance

Police Services	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
GL 6000, 6010 , & 6011 WAGES & BENEFITS NET OF COST RECOVERY	26,283,171	28,808,156	2,524,985	28,808,156	2,524,985
6020 TRAINING/EDUCATION	248,609	180,000	(68,609)	180,000	(68,609)
6030 TRAVEL/CONFERENCES	55,818	60,000	4,182	60,000	4,182
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	4,541	5,000	459	5,000	459
6050 OFFICE SUPPLIES	45,296	45,000	(296)	45,000	(296)
6060 OFFICE EQUIPMENT	75,376	70,000	(5,376)	70,000	(5,376)
6070 PHOTOCOPYING SUPPLIES	1,655	10,000	8,345	10,000	8,345
6080 ADVERTISING	4,962	5,000	38	5,000	38
6100 COURIER	14,237	13,000	(1,237)	13,000	(1,237)
6110 TELEPHONE/FAX	195,711	200,000	4,289	200,000	4,289
6120 PUBLICATIONS/SUBSCRIPTIONS	4,951	6,000	1,049	6,000	1,049
6130 COMPUTER HARDWARE	217,016	217,000	(16)	217,000	(16)
6140 COMPUTER SOFTWARE	165,011	120,000	(45,011)	120,000	(45,011)
6150 MEETING EXPENSES	10,441	10,000	(441)	10,000	(441)
6170 PROMOTION	9,622	10,000	378	10,000	378
7000 HEAT	20,928	32,000	11,072	32,000	11,072
7010 ELECTRICAL	119,646	112,500	(7,146)	112,500	(7,146)
7020 WATER	3,756	8,525	4,769	8,525	4,769
7030 BUILDING/FACILITY MAINTENANCE	101,905	93,000	(8,905)	93,000	(8,905)
7040 BUILDING FACILITY REPAIR	6,803	15,000	8,197	15,000	8,197
7060 BUILDING/FACILITY RENOVATION	18,261	15,000	(3,261)	15,000	(3,261)
7070 BUILDING/FACILITY RENTAL	38,922	53,000	14,078	53,000	14,078
7110 SECURITY	1,022	2,000	978	2,000	978
7500 VEHICLE/EQUIPMENT MAINTENANCE	36,470	23,000	(13,470)	23,000	(13,470)
7505 GASOLINE & DIESEL	517,688	500,000	(17,688)	500,000	(17,688)
7510 VEHICLE/EQUIPMENT REPAIRS	361,869	300,000	(61,869)	300,000	(61,869)
7530 VEHICLE/EQUIPMENT REPLACEMENT	581,320	580,000	(1,320)	580,000	(1,320)
7540 VEHICLE/EQUIPMENT RENTAL	888	2,000	1,112	2,000	1,112
7550 VEHICLE/EQUIPMENT TOWING	1,199	4,000	2,801	4,000	2,801
8000 OPERATIONAL EQUIPMENT	133,794	135,000	1,206	135,000	1,206
8010 OPERATIONAL MATERIALS/SUPPLIES	121,967	135,000	13,033	135,000	13,033
8020 MAINTENANCE EQUIPMENT	12,356	6,070	(6,286)	6,070	(6,286)
8090 UNIFORMS/CLOTHING	180,799	175,000	(5,799)	175,000	(5,799)
8100 PROFESSIONAL SERVICES	331,340	135,000	(196,340)	135,000	(196,340)
8110 CONTRACTS/AGREEMENTS	22,958	20,000	(2,958)	20,000	(2,958)
8125 MAJOR INVESTIGATIONS	194,357	130,000	(64,357)	130,000	(64,357)
8150 GRANTS/SUBSIDIES TO ORGANIZATIONS	25,000	25,000	-	25,000	-
<b>Total expended to date</b>	<b>\$ 30,169,662</b>	<b>\$ 32,260,251</b>	<b>\$ 2,090,589</b>	<b>\$ 32,260,251</b>	<b>\$ 2,090,589</b>

Departmental

Finance

<b>Police Services Revenue</b>	<b>Year to date Assigned</b>	<b>12 Month Budget</b>	<b>12 Month Budget Variance</b>	<b>Annual Budget</b>	<b>Annual Budget Remaining</b>
4751 RECORDS INQUIRIES	146,322	200,000	(53,678)	200,000	53,678
5151 FINES	308,438	300,000	8,438	300,000	(8,438)
<b>Total Revenue to date</b>	<b>\$ 454,761</b>	<b>\$ 500,000</b>	<b>\$ (45,239)</b>	<b>\$ 500,000</b>	<b>\$ 45,239</b>

---

**Departmental**

---

**Finance**

Fire Services Including EMO	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	7,615,682	6,701,486	(914,196)	6,701,486	(914,196)
6010 BENEFITS	1,537,575	1,576,540	38,965	1,576,540	38,965
6011 MISCELLANEOUS BENEFITS	45,647	50,837	5,190	50,837	5,190
6020 TRAINING/EDUCATION	108,753	180,346	71,593	180,346	71,593
6030 TRAVEL/CONFERENCES	54,225	46,100	(8,125)	46,100	(8,125)
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	16,981	12,743	(4,238)	12,743	(4,238)
6050 OFFICE SUPPLIES	8,007	9,550	1,543	9,550	1,543
6060 OFFICE EQUIPMENT	7,105	6,450	(655)	6,450	(655)
6080 ADVERTISING	463	5,250	4,787	5,250	4,787
6110 TELEPHONE/FAX	47,709	40,726	(6,983)	40,726	(6,983)
6120 PUBLICATIONS/SUBSCRIPTIONS	1	700	699	700	699
6130 COMPUTER HARDWARE	11,086	12,000	914	12,000	914
6140 COMPUTER SOFTWARE	30,492	35,500	5,008	35,500	5,008
6150 MEETING EXPENSES	1,765	5,100	3,335	5,100	3,335
6170 PROMOTION	15,999	29,800	13,801	29,800	13,801
7000 HEAT	104,847	100,000	(4,847)	100,000	(4,847)
7010 ELECTRICAL	117,286	101,948	(15,338)	101,948	(15,338)
7020 WATER	37,704	45,600	7,896	45,600	7,896
7030 BUILDING/FACILITY MAINTENANCE	101,233	59,268	(41,965)	59,268	(41,965)
7040 BUILDING FACILITY REPAIR	16,561	29,179	12,618	29,179	12,618
7060 BUILDING/FACILITY RENOVATION	973	5,000	4,027	5,000	4,027
7500 VEHICLE/EQUIPMENT MAINTENANCE	468,959	285,000	(183,959)	285,000	(183,959)
7505 GASOLINE & DIESEL	83,971	55,065	(28,906)	55,065	(28,906)
7530 VEHICLE/EQUIPMENT REPLACEMENT	29,244	52,500	23,256	52,500	23,256
7560 VEHICLE/EQUIPMENT GENERAL SUPPLIES	24,375	16,000	(8,375)	16,000	(8,375)
8000 OPERATIONAL EQUIPMENT	627,345	501,060	(126,285)	501,060	(126,285)
8010 OPERATIONAL MATERIALS/SUPPLIES	71,569	46,300	(25,269)	46,300	(25,269)
8020 MAINTENANCE EQUIPMENT	19,974	50,000	30,026	50,000	30,026
8040 COMMUNICATION EQUIPMENT LINES	-	4,380	4,380	4,380	4,380
8090 UNIFORMS/CLOTHING	64,619	70,625	6,006	70,625	6,006
8100 PROFESSIONAL SERVICES	9,505	16,500	6,995	16,500	6,995
8110 CONTRACTS/AGREEMENTS	179,746	54,403	(125,343)	54,403	(125,343)
8120 LEASES	96,642	133,147	36,505	133,147	36,505
8130 LICENSES/PERMITS	255	20,387	20,132	20,387	20,132
8150 GRANTS/SUBSIDIES TO ORGANIZATIONS	2,646,280	2,537,611	(108,669)	2,537,611	(108,669)
8165 FIONA RECOVERY COST	2,235	-	(2,235)	-	(2,235)
8195 WATER SUPPLY & HYDRANTS	7,076,391	7,076,384	(7)	7,076,384	(7)
<b>Total expended to date</b>	<b>\$ 21,281,201</b>	<b>\$ 19,973,485</b>	<b>\$ (1,307,716)</b>	<b>\$ 19,973,485</b>	<b>\$ (1,307,716)</b>

**Municipal Services  
Agreement**

**Statement of Revenue**

**March 31, 2025**

<b>Fire Services Revenue</b>	<b>Year to date Assigned</b>	<b>12 Month Budget</b>	<b>12 Month Budget Variance</b>	<b>Annual Budget</b>	<b>Annual Budget Remaining</b>
4776 PROV NS FIRE PROTECTION GRANT	405,672	184,624	221,048	184,624	(221,048)
4776 MEMBERTOU MUNICIPAL SERVICES AGRMNT	535,614	481,275	54,339	481,275	(54,339)
<b>Total Revenue to date</b>	<b>\$ 941,286</b>	<b>\$ 665,899</b>	<b>\$ 275,387</b>	<b>\$ 665,899</b>	<b>\$ (275,387)</b>

---

**Departmental**

---

**Finance**

Engineering and Public Works Actuals to March 31, 2025

<b>Revenue</b>	Year to date Expended	12 Month Budget	Annual Budget	Annual Budget Remaining	% of Annual Budget
TRANSIT	1,829,580	2,490,000	2,490,000	-660,420	0.73
SOLIDWASTE TIP FEES	2,919,590	2,780,000	2,780,000	139,590	1.05
SOLIDWASTE COST RECOVERIES	353,325	375,000	375,000	-21,675	0.94
WATER UTILITY ADMIN FEE	12,426,440	12,426,440	12,426,440	-	1.00
<b>TOTAL PW REVENUES</b>	<b>17,528,935</b>	<b>18,071,440</b>	<b>18,071,440</b>	<b>-542,505</b>	<b>0.97</b>
<b>Expenditures</b>					
ADMINDTRATION	4,900,937	4,802,847	4,802,847	-98,090	1.02
ENGINEERING	753,692	810,862	810,862	57,170	0.93
CENTRAL DIVISION	9,517,652	9,022,713	9,022,713	-494,939	1.05
EAST DIVISION	8,607,021	7,832,677	7,832,677	-774,344	1.10
NORTH DIVISION	3,511,601	3,736,768	3,736,768	225,167	0.94
SOLID WASTE	19,527,469	16,619,231	16,619,231	-2,908,238	1.17
MECHANICAL FLEET	6,152,523	5,422,532	5,422,532	-729,991	1.13
TRANSIT	9,082,237	10,074,526	10,074,526	992,289	0.90
<b>TOTAL PW EXPENDITURES</b>	<b>62,053,132</b>	<b>58,322,156</b>	<b>58,322,156</b>	<b>-3,730,976</b>	<b>1.06</b>

Planning Department	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	1,582,179	1,833,544	251,365	1,833,544	251,365
6010 BENEFITS	415,124	440,815	25,691	440,815	25,691
6011 MISCELLANEOUS BENEFITS	(50,006)	(108,501)	(58,495)	(108,501)	(58,495)
6020 TRAINING/EDUCATION	9,944	20,500	10,556	20,500	10,556
6030 TRAVEL/CONFERENCES	34,133	28,000	(6,133)	28,000	(6,133)
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	8,881	6,500	(2,381)	6,500	(2,381)
6050 OFFICE SUPPLIES	9,097	15,500	6,403	15,500	6,403
6060 OFFICE EQUIPMENT	16,364	14,500	(1,864)	14,500	(1,864)
6080 ADVERTISING	10,824	26,500	15,676	26,500	15,676
6110 TELEPHONE/FAX	15,438	15,000	(438)	15,000	(438)
6120 PUBL./SUBSCRIPTIONS	332	400	68	400	68
6130 COMPUTER HARDWARE	5,587	13,500	7,913	13,500	7,913
6140 COMPUTER SOFTWARE	3,622	14,500	10,878	14,500	10,878
6150 MEETING EXPENSES	458	6,200	5,742	6,200	5,742
6170 PROMOTION	4,745	30,000	25,255	30,000	25,255
7130 DEMOLITIONS	120,000	120,000	-	120,000	-
8000 OPERATIONAL EQUIPMENT	22,402	33,000	10,598	33,000	10,598
8010 OPERATIONAL MATERIALS/SUPPLIES	8,816	4,000	(4,816)	4,000	(4,816)
8090 UNIFORMS / CLOTHING	5,973	8,000	2,027	8,000	2,027
8100 PROFESSIONAL SERVICES	71,272	353,000	281,728	353,000	281,728
8110 CONTRACTS/AGREEMENTS	442,378	460,000	17,622	460,000	17,622
8130 LICENSES/PERMITS	74,246	101,947	27,701	101,947	27,701
8135 REGULATORY FEES	44,282	41,000	(3,282)	41,000	(3,282)
8150 GRANTS /SUBS TO ORG	522,564	540,000	17,436	540,000	17,436
<b>Total expended to date</b>	<b>\$ 3,378,658</b>	<b>4,017,905</b>	<b>\$ 639,247</b>	<b>\$ 4,017,905</b>	<b>\$ 639,247</b>

Departmental

Finance

	Year to date Assigned	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
<b>Bylaw Revenue</b>					
5112 Vendor Licenses	\$ 8,705	\$ 14,500	\$ (5,795)	\$ 14,500	\$ 5,795
5113 Animal Licenses	2,193	10,000	(7,807)	10,000	7,807
5114 Taxi Licenses	33,470	20,000	13,470	20,000	(13,470)
5115 Vending Machine Licenses	-	4,000	(4,000)	4,000	4,000
5301 Parking Meter Revenue	172,503	300,000	(127,497)	300,000	127,497
Total Bylaw Revenue	\$ 216,871	\$ 348,500	\$ (131,629)	\$ 348,500	\$ 131,629
<b>Development / Planning Revenue</b>					
5496 Mapping Sales	\$ 50	\$ 500	\$ (450)	\$ 500	\$ 450
5495 Other Sales	24,006	5,000	19,006	5,000	(19,006)
5497 Lur Ammendment Fees	3,100	5,000	(1,900)	5,000	1,900
5101 Building Permits	427,338	225,000	202,338	225,000	(202,338)
5102 Subdivision Fees	35,285	40,000	(4,715)	40,000	4,715
Total Develop / Planning Rev	\$ 489,779	\$ 275,500	\$ 214,279	\$ 275,500	\$ (214,279)
<b>Total Bylaw / Dev / Planning Revenue</b>	<b>\$ 706,650</b>	<b>\$ 624,000</b>	<b>\$ 82,650</b>	<b>\$ 624,000</b>	<b>\$ (82,650)</b>

	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	2,204,307	1,889,113	(315,194)	1,889,113	(315,194)
6010 BENEFITS	410,418	409,175	(1,243)	409,175	(1,243)
6020 TRAINING	1,057	5,500	4,443	5,500	4,443
6030 TRAVEL/CONFERENCES	7,676	7,000	(676)	7,000	(676)
6040 PROFESSIONAL MEMBERSHIP/I	2,868	3,500	632	3,500	632
6050 OFFICE SUPPLIES	7,717	4,500	(3,217)	4,500	(3,217)
6060 OFFICE EQUIPMENT	524	2,000	1,476	2,000	1,476
6080 ADVERTISING	8,014	6,000	(2,014)	6,000	(2,014)
6110 TELEPHONE/FAX	39,175	21,250	(17,925)	21,250	(17,925)
6130 COMPUTER HARDWARE	4,455	2,500	(1,955)	2,500	(1,955)
6140 COMPUTER SOFTWARE	-	5,500	5,500	5,500	5,500
6150 MEETING EXPENSES	2,372	3,000	628	3,000	628
7000 HEAT	222,787	109,000	(113,787)	109,000	(113,787)
7010 ELECTRICAL	915,910	884,000	(31,910)	884,000	(31,910)
7020 WATER	110,193	82,150	(28,043)	82,150	(28,043)
7030 BLDG/FACILITY MAINT	213,209	101,000	(112,209)	101,000	(112,209)
7040 BLDG/FACILITY REPAIR	83,883	85,000	1,117	85,000	1,117
7080 PLANT MAINTENANCE	203,822	90,000	(113,822)	90,000	(113,822)
7110 SECURITY	218,308	140,000	(78,308)	140,000	(78,308)
7510 VEH/EQUIP REPAIRS	8,959	25,000	16,041	25,000	16,041
8000 OPERATIONAL EQUIPMENT	83,959	18,000	(65,959)	18,000	(65,959)
8010 OPERATIONAL MATERIALS/SUF	209,930	170,000	(39,930)	170,000	(39,930)
8050 COST OF SALES	591,151	422,500	(168,651)	422,500	(168,651)
8090 UNIFORMS/CLOTHING	9,032	5,000	(4,032)	5,000	(4,032)
8100 PROFESSIONAL SERVICE	42,610	51,000	8,390	51,000	8,390
8110 CONTRACTS/AGREEMENTS	77,533	40,000	(37,533)	40,000	(37,533)
<b>Total expended to date</b>	<b>\$ 5,679,869</b>	<b>\$ 4,581,688</b>	<b>\$ (1,098,181)</b>	<b>\$ 4,581,688</b>	<b>\$ (1,098,181)</b>

	Year to date Expended	12 Month Budget	12 Month Budget	Annual	Annual
				Variance	Budget
GL 4808 Advertising Revenue	11,758	155,000	(143,242)	155,000	143,242
GL 5001 Ice Rentals	1,249,330	1,000,000	249,330	1,000,000	(249,330)
GL 5002 Public Skating	1,812	5,000	(3,188)	5,000	3,188
GL 5005 Gym Rental	-	52,000	(52,000)	52,000	52,000
GL 5006 Canteen Sales	899,971	814,500	85,471	814,500	(85,471)
GL 5010 Other Revenue	95,064	92,000	3,064	92,000	(3,064)
GL 5033 Program Equipment	13,046	30,000	(16,954)	30,000	16,954
GL 5034 Facility Rentals	319,277	405,000	(85,723)	405,000	85,723
<b>Total Revenue To Date</b>	<b>\$ 2,590,258</b>	<b>\$ 2,553,500</b>	<b>\$ 36,758</b>	<b>\$ 2,553,500</b>	<b>\$ (36,758)</b>

**Parks and Grounds  
Operations**

**Statement of Expenditures**

**March 31, 2025**

<b>Parks &amp; Grounds</b>	<b>Year to date Expended</b>	<b>12 Month Budget</b>	<b>12 Month Budget Variance</b>	<b>Annual Budget</b>	<b>Annual Budget Remaining</b>
6000 WAGES/SALARIES	1,576,801	1,775,093	198,292	1,775,093	198,292
6010 BENEFITS	397,335	429,005	31,670	429,005	31,670
6011 MISCELLANEOUS BENEFITS	7,453	2,500	(4,953)	2,500	(4,953)
6020 TRAINING/EDUCATION	30,897	7,000	(23,897)	7,000	(23,897)
6030 TRAVEL/CONFERENCES	1,205	10,000	8,795	10,000	8,795
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	101	200	99	200	99
6050 OFFICE SUPPLIES	1,360	1,200	(160)	1,200	(160)
6110 TELEPHONE/FAX	13,956	10,000	(3,956)	10,000	(3,956)
6130 COMPUTER HARDWARE	-	3,000	3,000	3,000	3,000
7000 HEAT	5,206	12,000	6,794	12,000	6,794
7010 ELECTRICAL	81,736	84,500	2,764	84,500	2,764
7020 WATER	48,920	38,750	(10,170)	38,750	(10,170)
7030 BUILDING/FACILITY MAINTENANCE	9,352	9,500	148	9,500	148
7110 SECURITY	8,969	10,200	1,231	10,200	1,231
7510 VEHICLE/EQUIPMENT REPAIRS	10,678	1,100	(9,578)	1,100	(9,578)
7530 VEHICLE/EQUIPMENT REPLACEMENT	89,500	50,000	(39,500)	50,000	(39,500)
7540 VEHICLE/EQUIPMENT RENTAL	12,988	15,000	2,012	15,000	2,012
8000 OPERATIONAL EQUIPMENT	16,764	45,000	28,236	45,000	28,236
8010 OPERATIONAL MATERIALS/SUPPLIES	404,608	400,000	(4,608)	400,000	(4,608)
8020 MAINTENANCE EQUIPMENT	17,431	65,000	47,570	65,000	47,570
8040 COMMUNICATION EQUIPMENT LINES	10,781	11,000	219	11,000	219
8080 STREET LIGHTS	3,267	5,800	2,533	5,800	2,533
8090 UNIFORMS/CLOTHING	16,507	13,000	(3,507)	13,000	(3,507)
8100 PROFESSIONAL SERVICES	47,177	55,000	7,823	55,000	7,823
8110 CONTRACTS/AGREEMENTS	407,379	420,000	12,621	420,000	12,621
<b>Total expended to date</b>	<b>3,220,368</b>	<b>\$ 3,473,848</b>	<b>\$ 253,480</b>	<b>\$ 3,473,848</b>	<b>\$ 253,480</b>

Departmental

Finance

Buildings	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	1,431,975	1,546,995	115,020	1,546,995	115,020
6010 BENEFITS	357,770	370,333	12,563	370,333	12,563
6020 TRAINING/EDUCATION	4,869	8,500	3,631	8,500	3,631
6030 TRAVEL/CONFERENCES	129	1,250	1,121	1,250	1,121
6050 OFFICE SUPPLIES	1,211	1,000	(211)	1,000	(211)
6060 OFFICE EQUIPMENT	3,382	4,000	618	4,000	618
6110 TELEPHONE/FAX	12,323	13,000	677	13,000	677
6130 COMPUTER HARDWARE	4,515	3,000	(1,515)	3,000	(1,515)
6140 COMPUTER SOFTWARE	-	6,500	6,500	6,500	6,500
6150 MEETING EXPENSE	143	250	107	250	107
7000 HEAT	138,968	130,000	(8,968)	130,000	(8,968)
7010 ELECTRICAL	637,089	589,210	(47,879)	589,210	(47,879)
7020 WATER	48,302	56,575	8,273	56,575	8,273
7030 BLDG/FACILITY MAINT	27,840	42,500	14,660	42,500	14,660
7060 BLDG/FACILITY RENOV	49,837	100,000	50,163	100,000	50,163
7070 BLDG/FACILITY RENTAL	231,921	205,100	(26,821)	205,100	(26,821)
7080 PLANT MAINTENANCE	26,961	15,000	(11,961)	15,000	(11,961)
7100 MAINT. TOOLS/EQUIP	4,501	3,500	(1,001)	3,500	(1,001)
7110 SECURITY	55,367	57,500	2,133	57,500	2,133
7120 PROPERTY TAXES	27,855	28,000	145	28,000	145
7540 VEH/EQUIP RENTAL	7,018	2,500	(4,518)	2,500	(4,518)
8000 OPERATIONAL EQUIP	-	2,500	2,500	2,500	2,500
8010 OPERATIONAL MATERIALS/S	163,200	121,350	(41,850)	121,350	(41,850)
8020 MAINTENANCE EQUIP	-	2,000	2,000	2,000	2,000
8040 COMM EQUIP LINES (GPS)	3,876	4,400	524	4,400	524
8090 UNIFORMS/CLOTHING	6,346	4,500	(1,846)	4,500	(1,846)
8100 PROFESSIONAL SERVICES	114,508	100,000	(14,508)	100,000	(14,508)
8110 CONTRACTS/AGREEMENTS	210,971	253,700	42,729	253,700	42,729
8130 LICENSES/PERMITS	1,357	1,000	(357)	1,000	(357)
8150 GRANTS/SUBS TO ORG	60,000	60,000	-	60,000	-
<b>Total expended to date</b>	<b>\$ 3,632,234</b>	<b>\$ 3,734,163</b>	<b>\$ 101,929</b>	<b>\$ 3,734,163</b>	<b>\$ 101,929</b>

Departmental

Finance

Recreation/Cultural Services	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
GL 6000, 6010, & 6011 Wages & Benefits Including Summer Students	1,549,707	1,377,966	(171,741)	1,377,966	(171,741)
6020 TRAINING/EDUCATION	12,051	16,000	3,949	16,000	3,949
6030 TRAVEL/CONFERENCES	23,963	25,000	1,037	25,000	1,037
6040 PROFESSIONAL MEMBERSHIP/DU	673	4,000	3,327	4,000	3,327
6050 OFFICE SUPPLIES	7,416	6,000	(1,416)	6,000	(1,416)
6060 OFFICE EQUIPMENT	8,831	8,000	(831)	8,000	(831)
6080 ADVERTISING	35,375	70,000	34,625	70,000	34,625
6110 TELEPHONE/FAX	7,372	9,000	1,628	9,000	1,628
6120 PUBLICATIONS/SUBSCRIPTIONS	452	200	(252)	200	(252)
6130 COMPUTER HARDWARE	5,977	7,000	1,023	7,000	1,023
7070 BUILDING/FACILITY RENTAL	59,313	46,000	(13,313)	46,000	(13,313)
8000 OPERATIONAL EQUIPMENT	253,308	180,000	(73,308)	180,000	(73,308)
8025 COMMUNITY EVENTS	307,660	340,000	32,340	340,000	32,340
8150 GRANTS/SUBSIDIES TO ORGANIZ/	20,000	20,000	-	20,000	-
8160 SUSTAINABILITY EVENTS	361,186	356,562	(4,624)	356,562	(4,624)
8170 SUSTAINABILITY	495,876	500,500	4,624	500,500	4,624
<b>Total expended to date</b>	<b>\$ 3,149,159</b>	<b>\$ 2,966,228</b>	<b>\$ (182,931)</b>	<b>\$ 2,966,228</b>	<b>\$ (182,931)</b>

<b>Recreation/Cultural Services</b>	<b>Year to date Assigned</b>	<b>12 Month Budget</b>	<b>12 Month Budget Variance</b>	<b>Annual Budget</b>	<b>Annual Budget Remaining</b>
5031 PROGRAM REVENUE	30,000	30,000	-	30,000	-
5034 FACILITY RENTALS	3,885	7,500	(3,615)	7,500	3,615
<b>Total Revenue To Date</b>	<b>\$ 33,885</b>	<b>\$ 37,500</b>	<b>\$ (3,615)</b>	<b>\$ 37,500</b>	<b>\$ 3,615</b>

---

Departmental

---

Finance

