

**Cape Breton Regional Municipality**

**General Committee Meeting**

**AGENDA**

**TUESDAY, JANUARY 6<sup>TH</sup>, 2015**

**9:30 A.M.**

Council Chambers  
2<sup>nd</sup> Floor, Civic Centre  
320 Esplanade, Sydney, NS



# Cape Breton Regional Municipality

## General Committee Meeting

Tuesday, January 6<sup>th</sup>, 2015

9:30 a.m.

### **AGENDA ITEMS**

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#### Roll Call

1. **APPROVAL OF MINUTES:** (Previously Distributed)
  - **General Committee – December 2<sup>nd</sup>, 2014**
  
2. **DELEGATION:**
  - 2.1 **Pitu'paq:** Laurie Sutor, Senior Advisor (See page 5)
  - 2.2 **Sydney Downtown Development Association – Agreement with CBRM and Annual Levy:** Michelle Wilson, Office Manager (See page 15)
  - 2.3 **Kiwanis Pool – Request for Funding:** Wayne Weatherbee, Kiwanis Pool Committee Co-Chair (See page 43)
  
3. **PROTECTIVE SERVICES ISSUES:**
  - 3.1 **Reports:**
    - a) **Building Services Reports:** Richard Wadden, Property Maintenance Inspector
      - i. **Dangerous & Unsightly Reports – For Information Only December 2, 2014 – January 2, 2015** (See page 45)
        - 30 Day Notices – ORDER
        - 30 Day Notices – All Expired
        - Inactive Complaints
        - Orders Completed

Continued.....

**General Committee Meeting Agenda  
(Continued)  
January 6<sup>th</sup>, 2015**

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**PROTECTIVE SERVICES ISSUES (Cont'd):**

- b) **Business Arising – General Committee December 2, 2014:**
  - i) **Notice of Intent to Demolish - File # 7954 – 157 Shore Road, Sydney:** Richard Wadden Property Maintenance Inspector (See page 58)

**4. PLANNING ISSUE:**

**4.1 Approval to Advertise:**

- a) **Request by Martin MacFarlane for Amendment to the North End Sydney Secondary Planning Strategy – Report on Public Participation Program:** Rick McCready, Senior Planner (See page 60)

**5. FINANCIAL STATEMENTS: For Information Only**  
Marie Walsh, Chief Financial Officer (See page 68)

- Corporate
- Protective Services:
  - EMO
  - Fire Services
- Public Services:
  - Engineering & Public Works
  - Recreation
  - Water Utility
- Planning
- Police

**ADJOURNMENT**



PO Box 8166, Eskasoni, NS B1W 1C2 [info@pitu.paq.ca](mailto:info@pitu.paq.ca)

[pitupaq.ca](http://pitupaq.ca)

December 15, 2014

Office of the Clerk  
Cape Breton Regional Municipality  
320 Esplanade  
Sydney, NS B1P 2M1

Dear Ms. Campbell

This is a formal request for a presentation on Pitu'paq at your next General Council Meeting scheduled for 9:30 am, January 6<sup>th</sup>, 2015.

As you are aware, Pitu'paq is composed jointly of the five First Nation leaders and four Municipal leaders of Unama'ki/Cape Breton Island working collaboratively to protect the Bras d'Or Lakes based on ten sustainability principles. Pitu'paq's role is to provide information, data sharing, access to innovative technology information and encouragement of incorporation of sustainability principles in economic planning.

The Cape Breton Regional Municipality has been a member of Pitu'paq since its inception in 2001. Councilor Mae Rowe and more recently Councilor Ivan Doncaster are active members of Pitu'paq.


We would like to update CBRM council on our current projects and initiatives and emphasize the benefits that CBRM derives from being actively involved with Pitu'paq.

Laurie Suito (Senior Advisor to Pitu'paq) will deliver the 15 minute presentation. Laurie will require a laptop and projector as she will be using a power-point to deliver her presentation. Laurie can be reached at [lauriesuito@gmail.com](mailto:lauriesuito@gmail.com) or by phone at 902 535-2239.

Thank you for considering our request.

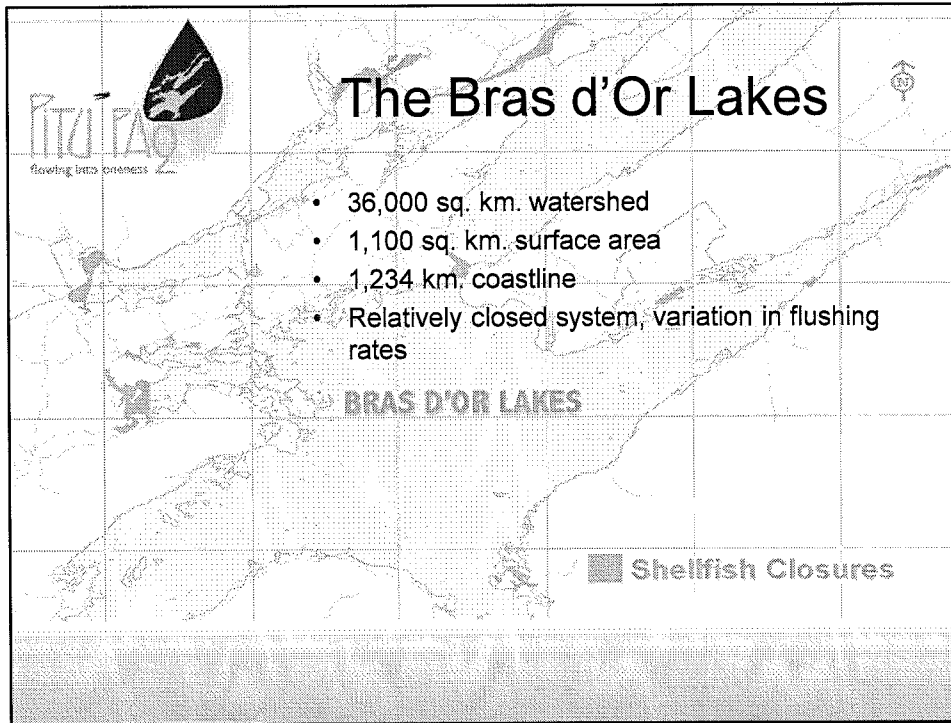
Yours truly,

Paul Schwartz  
Pitu'paq Coordinator



## What is Pitu'paq?

- The name Pitu'paq was chosen on the recommendation of Mi'kmaq Elders
- The meaning of Pitu'paq is *flowing into oneness* which is not only the Mi'kmaq description for the Bras d'Or Lakes, but also symbolizes our work to reach common understanding on environmental issues.
- Pitu'paq is unique because it looks at things from the perspective of the Lakes and is a unique partnership of municipalities and Mi'kmaq communities



**PITU'PAQ**  
flowing into awareness

## History of Pitu'paq

- Pitu'paq was formed in 2001 through the Bras d'Or Lakes Coordinator position, Nova Scotia Department of Environment.
- Pitu'paq meets once a month to discuss issues of mutual environmental concern.
- The partnership participates in results-oriented projects, lends support to each partner's efforts, respects differences in perspective, all to ensure a healthy environment for generations to come.
- The partnership is facilitated through Nova Scotia Environment.



## Current Membership



- Municipal Mayors/Wardens, First Nation Chiefs
- Nova Scotia Environment
- Unama'ki Institute of Natural Resources
- Health Canada



## Principles

- focus on the issue at hand
- jointly determine media releases
- governed by a blend of First Nation and municipal procedures - consensus/motions
- decisions made jointly by First Nation/municipal partners
- lend strength to each other in applications for funding





## Pitu'paq's Mandate

- Originally Pitu'paq's mandate focused on addressing outstanding issues of sewage in the Bras d'O Lakes from land based, boating and other sources.
- In 2011, Pitu'paq broadened its mandate and adopted ten sustainability principles.
- This new mandate more closely represents the goals and challenges Pitu'paq hopes to address.

## Current Projects

- Adoption of Sustainability Principles
- Unama'ki Water and Wastewater Infrastructure Vulnerability Project
- Waycobah/Inverness Technical Water & Wastewater Team
- Supports/partnerships with various projects



## Sustainability Principles

- **Dependence** Humans depend upon a clean healthy environment for many goods and services vital to our well being
- **Biophysical Limits** The planet has real biophysical limits in its ability to supply resources and absorb wastes
- **Living within the Carrying Capacity of the Planet** Living sustainably means living the Earth's biophysical limits
- **Interdependence** What we don't do to protect the planet with eventually have serious consequences for all species.
- **Intergenerational Equity** Present generations have an obligation to meet their needs in ways that do not foreclose upon future generations



## Sustainability Principles

- **Intragenerational Equity** Present generations also have an obligation to act in ways that do not prevent or impair others who are alive today from meeting their needs
- **Ecological Justice** Human actions should not endanger other species
- **Participation** Building a sustainable future requires participation from all sectors of society
- **Cooperation** Creating a sustainable society will require cooperation among many different participants
- **Addressing the Root Causes** Successful solutions will require efforts that address the root causes of the problems



## Communications

- **Website** pitupaq.ca
- **Facebook and Twitter**
- **YouTube** Videos of the speakers at Pitu'paq's Planning for Change conference available at pitupaq.ca or on our YouTube channel
- **Publications** - Communique—published regularly and distributed to media and other organizations
- **Brochure**—A brochure outlining Pitu'paq's activities
- **Clean Boating on the Bras d'or**- brochure on best practices on boating on the Bras d'or Lakes that identifies pump-out stations and regulations
- **Bras d'Or Atlas**— A detailed mapping of high resolution, detailed maps of the Bras d'or Lakes watershed.
- **Planning for Change**—Proceedings from Pitu'paq's climate change conference

## Waycobah/Inverness Technical Team

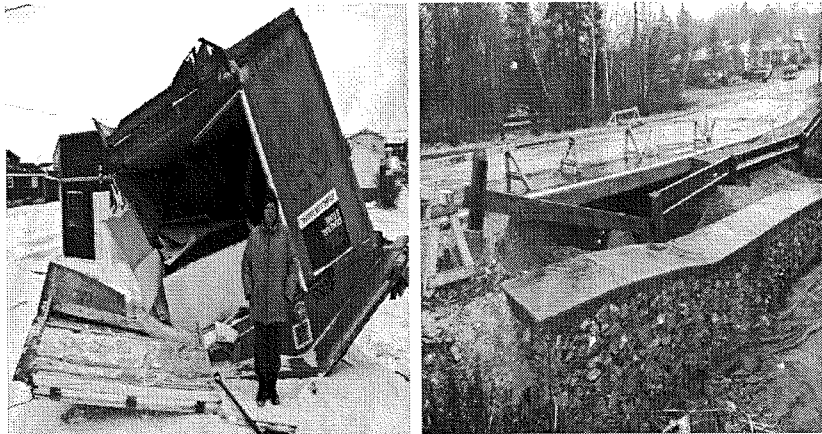
- Technical and community expertise
- Address issues of mutual concern with respect to shared system
- Recognize need to partner in addressing issues
- Selected for national partnership support under Federation of Canadian Municipalities First Nations – Municipal Community Infrastructure Project



## Climate Change Project

- Pitu'paq's Unama'ki Water and Wastewater Vulnerability Assessment and Adaptation Planning Project.
- Will determine potential risks to water and wastewater infrastructure due to climate change and develop mitigation and adaptation plans to address the risks.
- Takes place over a three-year period that began in 2012 with Membertou and Wagmatcook participating in year one.
- Year one: Membertou/Wagmatcook, Year two: Eskasoni/Chapel Island Year three: Malagawatch/Waycobah

## Why Climate Change?



## Climate Change Parameters

- Stormwater
- Freeze/thaw cycles
- Precipitation patterns
- Seasonal shifting
- Drought
- Wind
- Infrastructure vulnerability
- Risk rating: probability and impact



## Climate Change Project

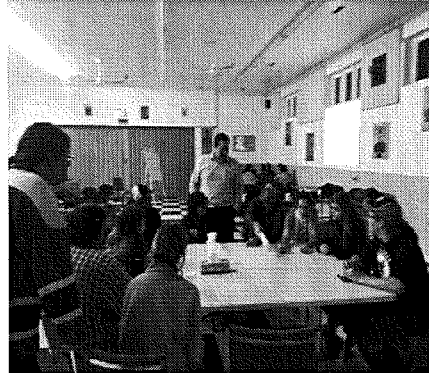
- The project uses the Public Infrastructure Vulnerability Committee protocol (PIEVC) developed by Engineers Canada to assess infrastructure risk from climate change events.
- PIEVC lays out systematic steps to ensure the assessment is complete and accurate, including rigorous climate data, engineering analysis of infrastructure, community engagement, and rating of risk scenarios.
- The protocol gives equal weight to traditional knowledge and scientific data in assessing risk.





## Climate Change Project

- A technical and community-based project advisory team is formed for each community to provide guidance and advice on implementing the protocol in their community and direct the project.
- A community facilitator works with the project advisory team to ensure all the steps of the protocol are undertaken correctly. Information is delivered in Mi'kmaq and English.
- The project is funded by Aboriginal Affairs and Northern Development Canada, Nova Scotia Environment Climate Change Directorate, Nova Scotia Department of Rural and Economic Development, and Pitu'paq member communities.



## Future

- Develop environmental screening tool for communities for industries/development (precautionary principle, health and wellness, integration of 10 principles)
- Study on medicinal plants and climate change
- Explore partnership with Trans Canada Trail
- 2017 celebration – event planning
- Freshwater resource availability mapping and planning
- Forestry practices
- Continued work on Waycobah Inverness Water & Wastewater Technical Team
- Final application for water/wastewater climate change work



Sydney Downtown Development Association  
333 Charlotte Street  
PO Box 865  
Sydney, NS B1P 6G9  
(902) 562-3399  
info@downtownsydney.ca

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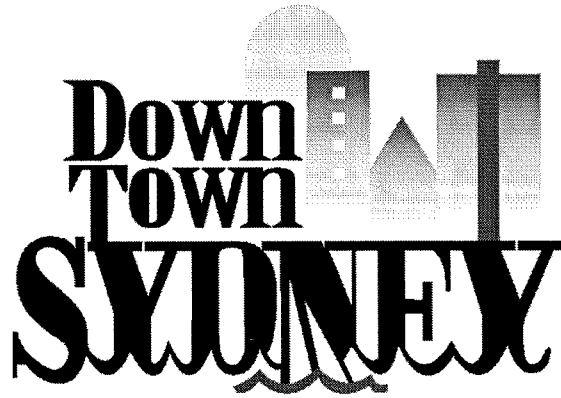
Municipal Clerk's Office  
Cape Breton Regional Municipality  
320 Esplanade  
Sydney, NS  
B1P 7B9

Attn Deborah Campbell:

On behalf of SDDA, I respectfully request to opportunity to make a presentation to Mayor and Council for the next Committee meeting January 6, 2015. We will be requesting to have the agreement between CBRM and SDDA updated; to revise how the levy is determined; and a review of a retro-active payment to SDDA. If possible, could you confirm our request at your earliest convenience via email to [info@downtownsydney.ca](mailto:info@downtownsydney.ca)?

Sincerely,

Michelle Wilson  
Office Manager  
Sydney Downtown Development Association  
333 Charlotte St  
Sydney, NS  
B1P 6G9



Presentation to CBRM Council  
Tuesday January 6, 2015  
Michelle Wilson & Michael MacInnis

### SDDA Executive Committee

**President** – Janelle Osborne  
Owner – Finishing Touch Centre

**Vice President** – Jason George  
Account Manager – Cape Breton Radio

**Secretary** – Holley Grant  
Gallery Manager – CB Centre for Craft & Design

**Treasurer** – Michael MacInnis  
Commercial Acct Mgr/Financial Services –  
RBC Royal Bank

**Past President/Office Manager** – Michelle Wilson  
Office Location – 333 Charlotte St



## Role of SDDA

- Event and promotion coordination
- Informing businesses of events by outside organizations
- Creation of partnerships
- Identifying sponsors
- Facilitating communication



## Importance of Downtown Sydney

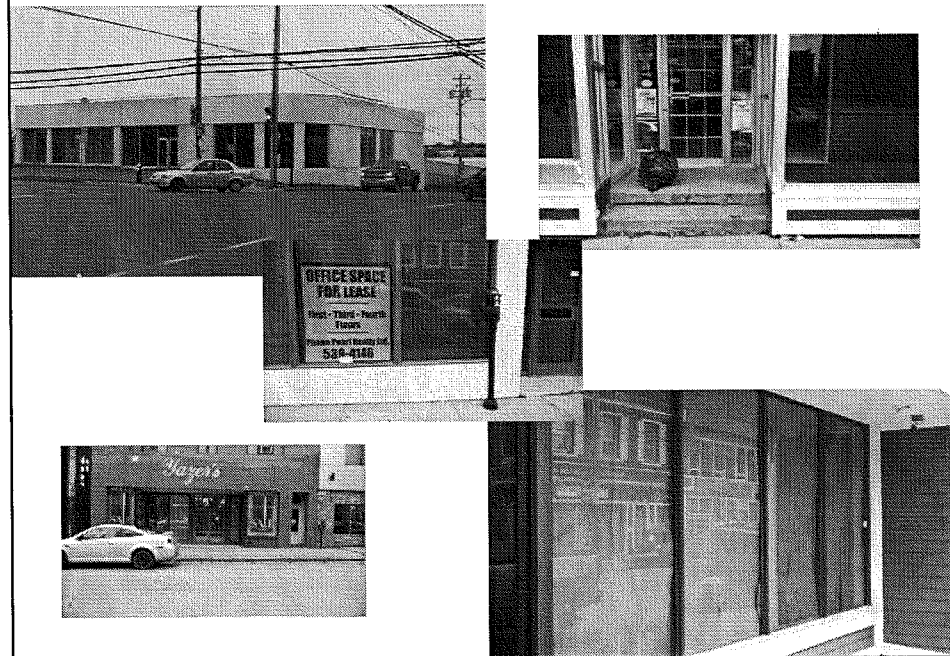
- Employs hundreds of people
- Represents large portion of Tax Base (\$4,333,577.70)
- Provides sense of community
- Cruise industry



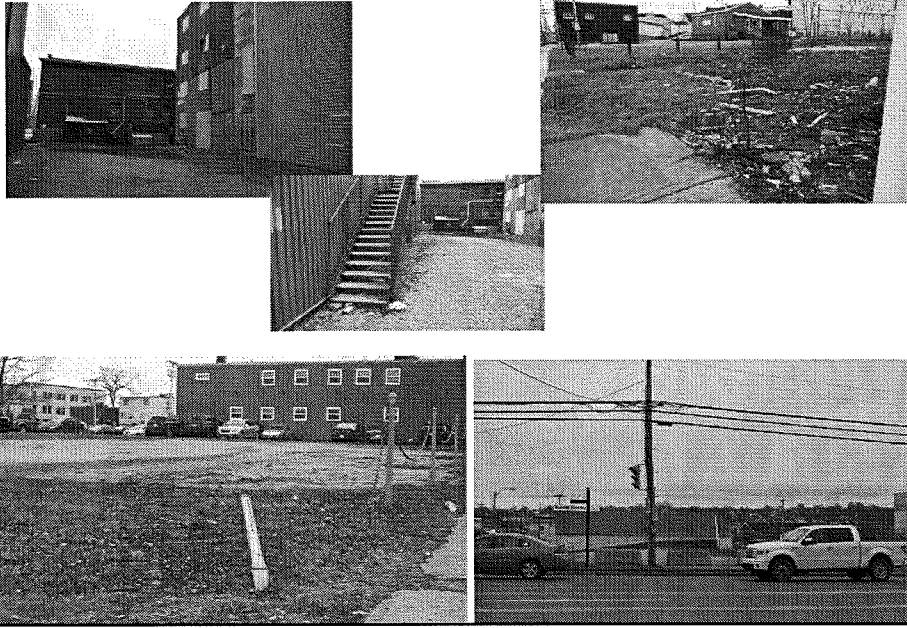
## Examples of Vacant Storefronts



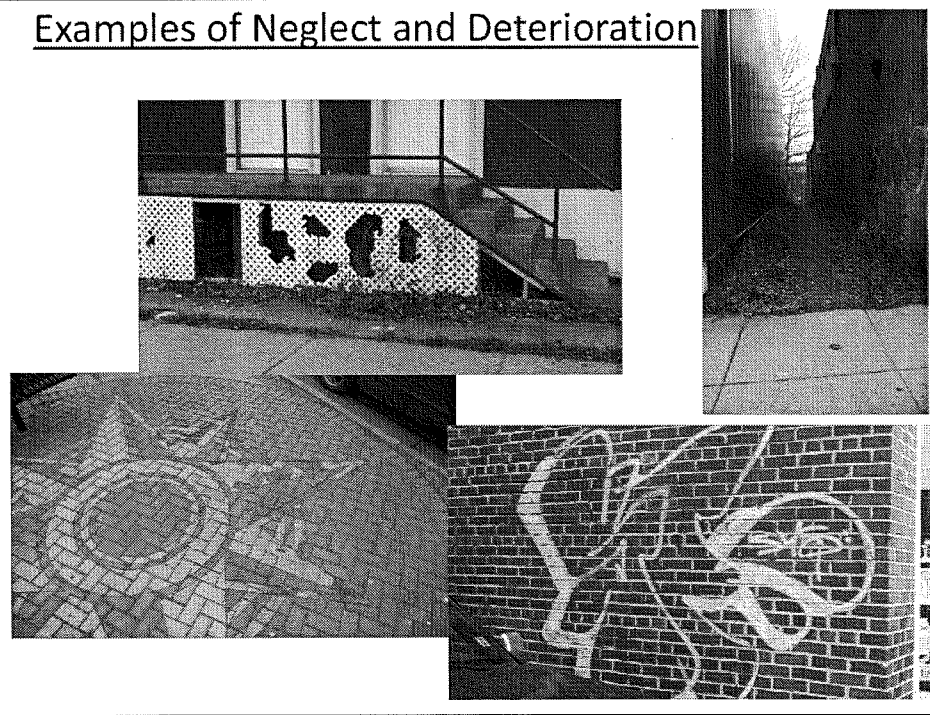
## Examples of Vacant Storefronts



## Examples of Vacant Lots



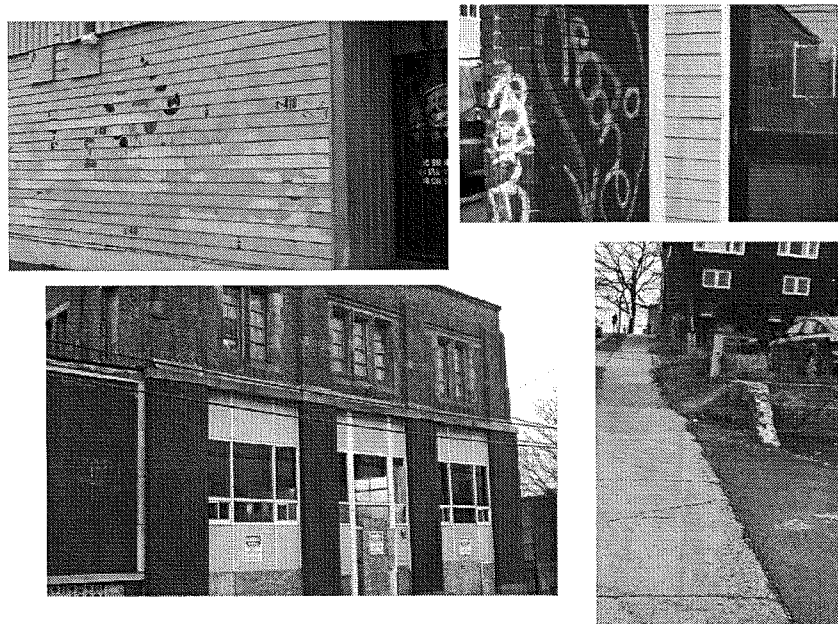
## Examples of Neglect and Deterioration



## Examples of Neglect and Deterioration



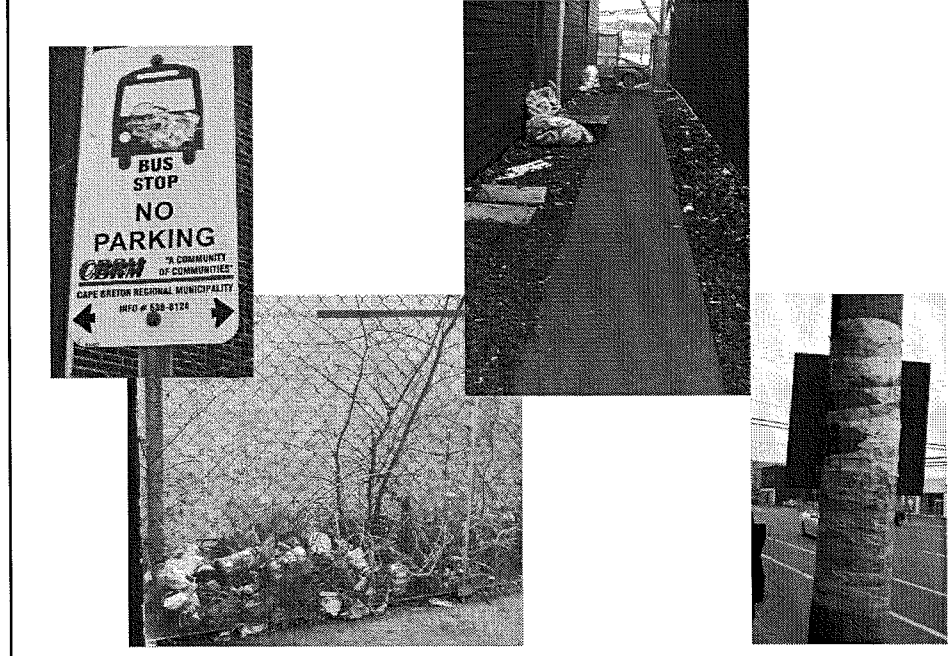
## Examples of Neglect and Deterioration

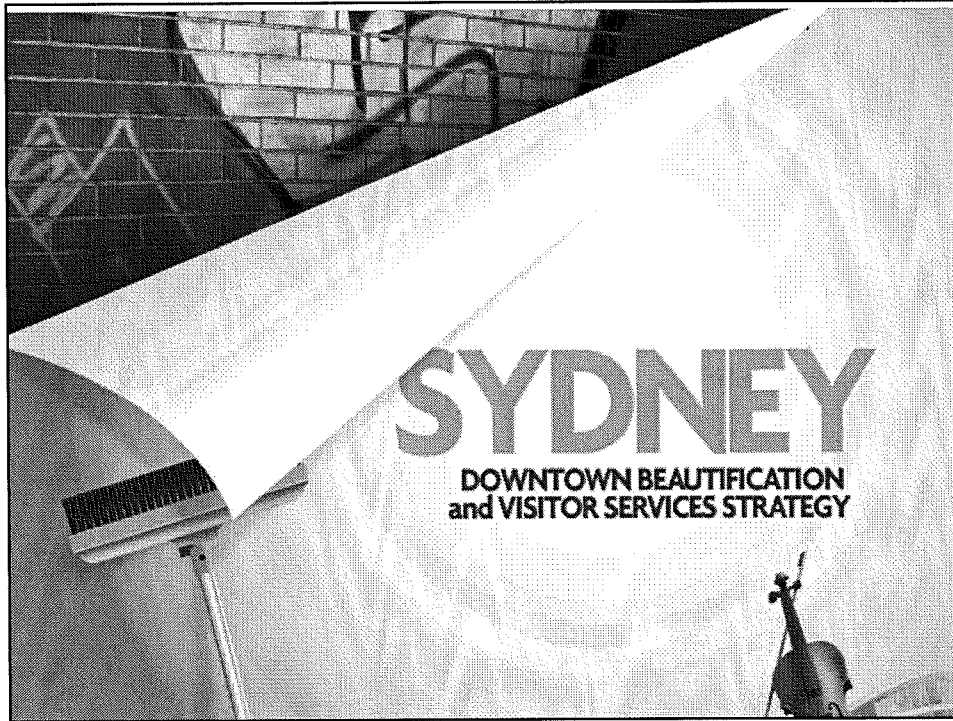


Examples of Garbage and Litter



Examples of Garbage and Litter





## Improving Downtown Experience: Short Term

- Beautification of Downtown
- Installation of garbage bins
- Decoration of bare windows

"If we want them to enjoy their Sydney experience, we should act like we enjoy Sydney as well."

"Ensuring the streets are litter free and that the community be seen to celebrate people who visit us from away."

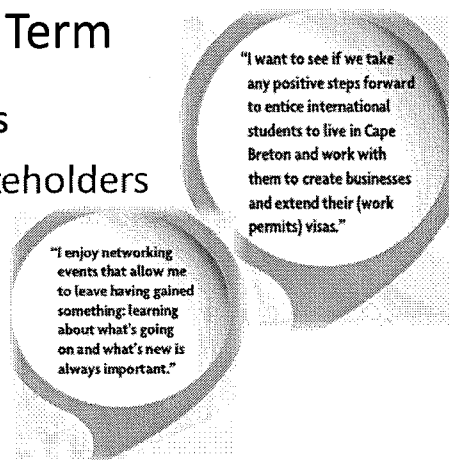
## Improving Downtown Experience: Short Term

- Bring music to Downtown
- Activities beyond business hours
- Close sections of Downtown
- Artisans and performers



## Improving Downtown Experience: Short Term

- Program for CBU students
- Communication with stakeholders
- Stronger online presence
- Social media training
- Increased marketing material for tourists
- Wider distribution of marketing material



## Improving Downtown Experience: Long Term

### Improve Logistics

- Signage and wayfinding
- Business hours
- Stronger financial district
- Parking
- Expand SDDA boundaries
- Information kiosk
- Expand transportation options
- Commercial tax rates

"Businesses are not open late enough. People don't come downtown because business hours are inconvenient for most working families. And during the day, parking is a huge challenge."

"We need a parkade (parking garage)."

"We need to go vertical."

"Parking is always going to be an issue."

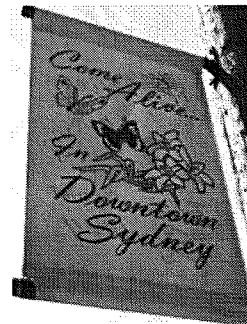
"I feel the downtown area has a high vacancy issue. More research needs to be conducted as to why there are so many vacancies and understanding of market rates/taxes."

## Improving Downtown Experience: Long Term

### Create a Brand

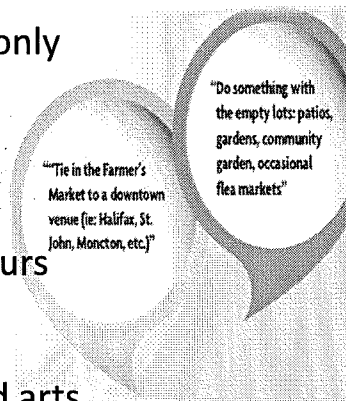
- A unique brand will provide focus
- Consistent approach to develop/promote the Esplanade/Waterfront
- Welcome kit for delegates
- Consistent brand to be carried through all marketing materials

"Build the vision and then see if we can pick away at it. Let's try again."



## Improving Downtown Experience: Long Term Activities and Gathering Places

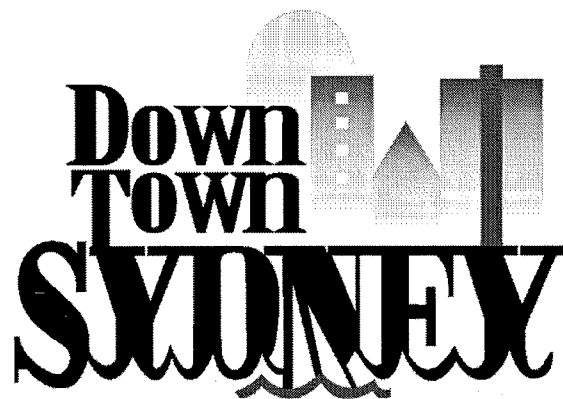
- An open outdoor market
- Gathering places and pedestrian-only zones
- Shuttle service between CBU and Downtown
- Build kiosks for young entrepreneurs during summer months
- Connect children with theatre and arts
- Create a best-of's list



## Requests

- Update agreement between SDDA and CBRM
- Yearly review of Levy
- Review of retro-active payment of Levy





Thank you!

Contact Information:  
Michelle Wilson – Office Manager  
Office: 902.562.3399  
Email: [info@downtownsydney.ca](mailto:info@downtownsydney.ca)

**SDDA recommended changes to Agreement with CBRM:**

Request that the Agreement between the CBRM and SDDA from 1993 be updated and are recommending the following changes:

- a) On page 2, in Section 2.03 part a, it has been proposed to read as ... The Budget for the current fiscal year having been already established based on previous commitments from former Municipalities, the Association shall prepare and submit to the Municipality for approval, through the Administrator of Corporate Services, a plan of activities and budget for the fiscal year ending March 31<sup>st</sup>. A recommended area rate, to be placed on commercial realty assessments in the Area, for financing the proposed plan of activities and budget shall also be submitted, along with a recommended amount to be levied upon each commercial realty assessment. The budget shall include a five percent (5%) reserve for uncollectible area rates. These items shall be submitted no later than March 31<sup>st</sup>.

Part (b) has been removed.

In section 2.04, the wording for a commercial chequing account has been changed from "open" to maintained.

Sections 3.01 through 3.03 have been removed.

Section 3.04 will now read as section 3.01 as follows:

The Municipality shall deposit funds in the Operating Account according to the following schedule:

- The total amount of collected on the local rate levied, minus five percent (5%) budgeted for uncollectables, divided equally over a twelve (12) month period.
- Equal monthly payments, to be disbursed on the \_\_\_\_ day of each month payable by cheque to commence on April \_\_\_\_ of each year.

On page 3 section 4.03 instead of "an audited financial report" we propose it read as "a Review and Engagement".

We propose that sections 4.04 through 4.06 be removed.

On page 4, section 5.01 we propose the wording as follows:

This agreement shall take effect on the Commencement Date and shall continue in force, unless earlier terminated as set out in Sections 5.02 or 5.03.

On page 5 we propose that section 5.03 part b) i) be removed, as there is no longer an occupancy tax.

On page 6 section 7.01 to read as follows:

During the term of this agreement, the Association shall provide, pay for and maintain with companies satisfactory to the Municipality, the types of insurance as jointly required by the Municipality and the Association. Thirty (30) days notice must be given to the Municipality of any cancellation, intent not to renew, or reduction in policy coverage.

In section 8.01 we have included our office address.

## CURRENT AGREEMENT

THIS AGREEMENT made this      day of      , A.D., 1997.

### BETWEEN:

CAPE BRETON REGIONAL MUNICIPALITY, a body corporate  
and politic

(the "Municipality")

- and -

SYDNEY DOWNTOWN DEVELOPMENT ASSOCIATION,

(the "Association")

WHEREAS the CAPE BRETON REGIONAL MUNICIPALITY is desirous of appointing the Association to promote a business improvement district as a place for retail and commercial activity in the "Area", subject to and in accordance with the terms of this Agreement;

NOW THEREFORE, the parties hereto covenant and agree as follows:

### DEFINITIONS

#### Section 1.01 Definitions

When used in this agreement, the following terms shall have the following meanings:

- a) "Area" means the business improvement district area described in Schedule "A".
- b) "Association" means Sydney Downtown Development Association.
- c) "Commencement Date" means the sooner of the date of execution of this Agreement or April 1, 1997.
- d) "Municipality" means Cape Breton Regional Municipality.
- e) "Administrator" means the Administrator of Corporate Services for the Municipality or the Economic Development Manager.

### DUTIES AND RESPONSIBILITIES OF THE ASSOCIATION

#### Section 2.01 Appointment of Association

The Municipality hereby appoints the Association (and the Association hereby accepts such appointment) to undertake on behalf of the Municipality, services ("Services") which are more particularly set out in Section 2.02, as an independent contractor, on the terms and conditions set out in this agreement.

#### Section 2.02 General

The Association shall deliver Services related to the promotion of the Area as a business improvement district for retail and commercial activity. The Association may also establish or maintain parking facilities for the Municipality and may beautify, maintain or improve property of the Municipality during the term of this agreement unless and except to the extent otherwise determined by the Municipality by notice in writing to the Association. The Association shall perform its duties and exercise the powers and authority set out in this agreement in an efficient and economical manner.

and in accordance with the terms of this Agreement, for the account and at the expense of the Municipality (except where expressly provided to the contrary) and subject to the direction of the Municipality. In all events the Association shall perform its duties and responsibilities hereunder in a competent and professional manner.

#### Section 2.03 Preparation of Activity Plan and Budget

- a) The Budget for the current fiscal year having been already established based on previous commitments from former Municipalities, the Association shall prepare and submit to the Municipality for approval, through the Administrator of Corporate Services, a plan of activities and budget for the fiscal year ending March 31, 1998. A recommended area rate, to be placed on business occupancy and commercial realty assessments in the Area, for financing the proposed plan of activities and budget shall also be submitted, along with a recommended minimum and maximum amount to be levied upon each business occupancy and commercial realty assessment. The budget shall include a five percent (5%) reserve for uncollectible area rates. These items shall be submitted no later than April 30, 1997.
- b) Prior to submitting its action plan and budget to the Municipality, the Association shall hold a public meeting to hear all submissions respecting the proposed action plan, budget and area rate. A report of the public meeting, along with copies of all submissions shall be provided to the Municipality at the time of the action plan and budget are submitted.

#### Section 2.04 Operating Account

The Association shall open a commercial chequing account ("Operating Account"), at a bank to be approved by the Municipality, for the purpose of depositing funds provided by the Municipality for carrying out the purposes approved pursuant to this agreement.

#### Section 3.01 Interim Financing

The Municipality shall, upon execution of this agreement, deposit in the Operating Account, interim financing for operation of the Association, which shall be equal to forty percent (40%) of the approved municipal Sydney Downtown Development Association budget for the area in 1996/97.

#### Section 3.02 Approval of Tentative Action Plan and Budget

By May 15, 1997, the Administrator of Corporate Services shall approve such tentative budget ("Tentative Budget") as the Administrator considers appropriate.

#### Section 3.03 Approval of Action Plan and Budget

The Municipality shall approve such final budget ("Final Budget") as the Municipality considers appropriate.

#### Section 3.04 Disbursements

The Municipality shall deposit funds in the Operating Account according to the following schedule:

- Interim financing as described in Section 3.01
- Forty (40%) percent of the Final Budget on August 1, 1997; and
- The remaining funds of the Final Budget on November 1, 1997, less the five percent (5%) budgeted for uncollectables on the local area rate levied in the Area for the fiscal year 1996/97.

#### Section 4.01 Accounting Offices

The Association shall maintain or cause to be maintained at such locations as shall be approved in writing by the Municipality, adequate books and records in connection with the management and operations of the Services. The Municipality shall have the right, at its own expense, and at all reasonable times during normal business hours, to audit, examine, make copies of, or take extracts from the books of account records maintained by the Association pursuant to this Agreement. Such right may be exercised through any agent or employee designated by the Municipality and the Municipality shall bear all expenses in connection therewith.

#### Section 4.02 Receipts and Records

The Association shall at all times during the continuance of this agreement secure and maintain all applicable invoices and/or bills for all expenses related to the Services, copies of all correspondence, contracts, inventories, warranties and records of income, deposits and charges with respect to the Services. The Association shall at all times keep and maintain in accordance with generally accepted accounting principals, approved by the Municipality and consistently applied, full, true and accurate books of account, fully reflecting all matters relating to the Services, including all income, expenditures, assets and liabilities thereof. The books of account shall be kept in such a manner as to clearly separate all income and expenses and to indicate to which source they are attributable, with any distributions to the Municipality be accompanied by a statement identifying the source of such funds.

#### Section 4.03 Annual Consolidated Reports

Within ninety (90) days after the close of the Fiscal Year, the Association shall cause to be prepared by an independent accountant or accounting firm and furnished to the Municipality through the Administrator, an audited financial report ("Financial Report") for the Services. The Financial Report shall include a balance sheet as of the end of the prior Fiscal Year, a statement of income or loss shall disclose the amount of income earned or loss sustained, the amount of cash, if any, available for distribution to the Municipality, and shall include the amount of depreciation, depletion, amortization, interest, extraordinary interest and extraordinary charges. The Association shall furnish the Financial Report to the Administrator as soon as practicable after the Financial Report has been prepared.

#### Section 4.04 Semi-Annual Reports

The Association shall provide semi-annual reports to the Municipality no later than thirty (30) days following the end of each half. Such reports shall include quantitative information as well as a narrative description of the Associations activities.

#### Section 4.05 Other Reports

The Association shall, if and when requested from time to time by the Municipality, prepare and furnish to the Municipality, such other reports or statements as the Municipality may reasonably require.

#### Section 4.06 Copies of Minutes and Reports

The Association shall provide certified copies of the minutes of all proceedings of every meeting of the Association, including copies of all reports, financial statements and other documents tabled by the Board of Directors, to the Administrator on a semi-annual basis.

#### Section 4.07 Property of the Association

The records, reports, books of account and other documents and materials relating to the provision of the Services shall be the property of the Association and, upon the termination of the agreement by expiration or otherwise, the Association shall, provide copies of such portions thereof as the Municipality shall deem necessary.

#### Section 4.08 Settlement

Within thirty (30) days after the effective date of termination of this agreement by expiration or otherwise, the Association shall pay to the Municipality an amount equal to the sum of all deposits made to the Operating Account by the Municipality, less the sum of all amounts previously paid out of such account in accordance with this agreement and such additional amounts as the Association may be obliged to pay or deposit to the Operating Accounts pursuant to the terms of this agreement.

### COMMENCEMENT AND TERMINATION

#### Section 5.01 Commencement and Initial Term

This agreement shall take effect on the Commencement Date and shall continue in force, unless earlier terminated as set out in Sections 5.02 or 5.03, for a period of one (1) year.

#### Section 5.02 Termination by the Municipality

This agreement may be terminated by the Municipality, upon giving the Association written notice of its election to terminate this agreement upon the happening of any of the following:

- a) In the event that the Association breaches any of the terms and provisions of this agreement and such breach continues for a period of 15 days after written notice thereof from the Municipality to the Association, or in the case of a breach which cannot with due diligence be cured within such period of 15 days, if the Association fails to proceed with all due diligence within such period of 15 days to commence to cure such breach and thereafter to prosecute the curing of such breach with all due diligence and continuity within ninety (90) days after receipt by the Association of such notice;
- b) In the event that any of the following occur with respect to the Association:
  - i) if the Association shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent; or
  - ii) the Association shall admit in writing its inability to pay its debts as they mature; or
  - iii) the Association gives notice to any governmental body of insolvency or pending insolvency or suspension or pending suspension of operations; or
  - iv) the Association shall make an assignment for the benefits of creditors or take any other similar action for the protection or benefit of creditors.

### Section 5.03 Termination by the Association

This agreement may be terminated by the Association, upon giving the Municipality written notice of its election to terminate this agreement upon the happening of any of the following:

- a) In the event that the Municipality breaches any of the terms and provisions of this agreement and such breach continues for a period of 15 days after written notice thereof from the Association to the Municipality, or in the case of a breach which cannot with due diligence be cured within such period of 15 days, if the Municipality fails to proceed with all due diligence within such period of 15 days to commence to cure such breach and thereafter to prosecute the curing of such breach with all due diligence and continuity within ninety (90) days after receipt by the Municipality of such notice.
- b) In the event that the Association is presented with a petition requesting that the Association's activities pursuant to this agreement cease, signed by at least:
  - i) Seventy (70%) percent of the persons assessed for business occupancy within the Area and whose total business occupancy assessments within the Area is at least fifty one (51%) percent of the total business occupancy assessment of all persons within the Area; and
  - ii) Seventy (70%) percent of the persons assessed for real property tax of commercial property within the district and whose total commercial property assessment within the Area is at least fifty one (51%) percent of the total commercial property assessment of all persons within the district.

## INDEMNIFICATION

### Section 6.01 Indemnification by Association

The Association agrees to indemnify and hold harmless the Municipality and each officer, commissioner and employee of the Municipality, against any loss, expense, damage, claim, liability, obligation, judgment or injury suffered or sustained by the Municipality as a result of any act or omission or alleged act or omission of the Association or any employee acting under the supervision of the Association except where such activities are carried out pursuant to and in accordance with this agreement and in furtherance of the interests of the Municipality, and the Association or employee, as the case may be, has acted in good faith.

### Section 6.02 Indemnification by Municipality

The Municipality agrees to indemnify and hold harmless the Association and each officer, director, and employee of the Association, against any loss, expense, damage, claim, liability, obligation, judgment or injury suffered or sustained by the Association as a result of any act or omission or alleged act or omission on behalf of the Municipality or in the furtherance of the interests of the Municipality, except where such activities are carried out negligently or fraudulently, all of which shall be charged to and paid by the Municipality as incurred, provided always that the Association acted in good faith and without negligence.

### Section 6.03 Indemnification Before and After Term of Agreement

No party shall be liable for any obligations incurred by the other party whether incurred before or after the execution of this agreement and each party hereby agrees to indemnify and hold harmless the other party with respect to all such obligations except obligations incurred by or in connection with or on behalf of the parties pursuant to and as permitted by the terms of this agreement.

## INSURANCE

### Section 7.01 Insurance

During the term of this agreement, the Association shall provide, pay for and maintain with companies satisfactory to the Municipality, the types of insurance as jointly required by the Municipality and the Association. All liability policies shall provide that the Municipality is an additional named insured as to the operations of the Association under this agreement. The insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance and shall be provided to the Municipality ten (10) working days prior to the expiration of the current coverages. Thirty (30) days notice must be given to the Municipality of any cancellation, intent not to renew, or reduction in policy coverage.

## GENERAL PROVISIONS

### Section 8.01 Notices

All notices, demands, requests, approvals or other communication of any kind which a party hereto may be required or may desire to serve on the other party in connection with this agreement shall be served personally or sent by registered mail. Any such notice or demand so served by registered mail shall be deposited in the Canadian mail with postage thereon fully prepaid, registered and addressed to the party so to be served as follows:

a) If to the Municipality:

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

b) If to the Association:

Sydney Downtown Development Association

Except in the event of a postal service strike or lockout (in which event the parties hereto agree to temporarily utilize other reasonable methods of communicating any notices), service of any notice or demand so made by mail shall be deemed complete on the date of actual delivery as shown by the registry receipt or at the expiration of the seventh business day after the date of mailing, whichever is earlier in time. Either party may from time to time, by notice in writing served upon the other party as aforesaid, designate a different

mailing address or different or additional persons to which all such notices or demands are thereafter to be addressed.

#### Section 8.02 Validity of Provisions

In the event any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions or this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and the same shall be enforceable to the fullest extent permitted by law.

#### Section 8.03 Waiver and Modification

No consent or waiver, express or implied, by a party to or of any breach or default by the other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default hereunder. Failure on the part of a party to complain of any act, or failure to act, on the part of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. Neither this agreement nor any provision hereof may be amended, waived, modified or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver, modification or discharge is sought.

#### Section 8.04 Successors

The provisions of this agreement shall, subject to the terms and conditions hereof, be binding upon and enure to the benefit of the successors and assigns of each of the parties hereto, provided, however, this agreement shall at all times remain personal to the Association and may not assigned by the Association without the prior written consent of the Municipality.

#### Section 8.05 Remedies

Both parties shall, in addition to all rights provided herein or as may be provided by law, be entitled to the remedies of specific performance and injunction to enforce their rights hereunder.

#### Section 8.06 Headings

The headings used in this agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision thereof.

#### Section 8.07 Interpretation

Where the context so requires, words used in the singular shall include the plural and vice versa.

#### Section 8.08 Entire Agreement

This agreement, together with any written agreements executed in connection herewith or modifications or amendments to this Agreement entered into by the parties hereto shall constitute the entire agreement between the parties hereto relative to the subject matter hereof and shall supersede any prior agreement or understanding, if any, whether written or oral, which either party may have had relating to the subject matter hereof.

**Section 8.09 Governing Law**

This agreement shall be governed by and construed in accordance with the laws of Nova Scotia.

**Section 8.10 Time of Essence**

Time is of the essence in the performance of the obligations of this agreement and of each provision hereof.

**IN WITNESS WHEREOF**, this agreement has been executed by the parties hereto, as of the day and year first written above.

CAPE BRETON REGIONAL  
MUNICIPALITY

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

SYDNEY DOWNTOWN  
DEVELOPMENT ASSOCIATION

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

\_\_\_\_\_  
witness

\_\_\_\_\_  
witness

## PROPOSED AGREEMENT

THIS AGREEMENT made this      day of      , A.D., 2015.

BETWEEN:

CAPE BRETON REGIONAL MUNICIPALITY, a body corporate and politic  
(the "Municipality")

-and-

SYDNEY DOWNTOWN DEVELOPMENT ASSOCIATION,  
(the "Association")

WHEREAS the CAPE BRETON REGIONAL MUNICIPALITY is desirous of appointing the Association to promote a business improvement district as a place for retail and commercial activity in the "Area", subject to and in accordance with the terms of this Agreement;

NOW THEREFORE, the parties hereto covenant and agree as follows:

### DEFINITIONS

#### Section 1.01 Definitions

When used in this agreement, the following terms shall have the following meanings:

- a) "Area" means the business improvement district area described in Schedule "A".
- b) "Association" means Sydney Downtown Development Association.
- c) "Commencement Date" means the sooner of the date of execution of this agreement or April 1, 2015.
- d) "Municipality" means Cape Breton Regional Municipality.
- e) "Administrator" means the Administrator of Corporate Services for the Municipality or the Economic Development Manager.

### DUTIES AND RESPONSIBILITIES OF THE ASSOCIATION

#### Section 2.01 Appointment of Association

The Municipality hereby appoints the Association (and the Association hereby accepts such appointment) to undertake on behalf of the Municipality, services ("Services") which are more particularly set out in Section 2.02, as an independent contractor, on the terms and conditions set out in this agreement.

#### Section 2.02 General

The Association shall deliver Services related to the promotion of the Area as a business improvement district for retail and commercial activity. The association may also establish or maintain parking facilities for the Municipality and may beautify, maintain or improve property of the

Municipality during the term of this agreement unless and except to the extent otherwise determined by the Municipality by notice in writing to the Association. The Association shall perform its duties and exercise the powers and authority set out in this agreement in an efficient and economical manner and in accordance with the terms of this Agreement, for the account and at the expense of the Municipality (except where expressly provided to the contrary) and subject to the direction of the Municipality. In all events the Association shall perform its duties and responsibilities hereunder in a competent and professional manner.

#### Section 2.03 Preparation of Activity Plan and Budget

The Budget for the current fiscal year having been already established based on previous commitments from former Municipalities, the Association shall prepare and submit to the Municipality for approval, through the Administrator of Corporate Services, a plan of activities and budget for the fiscal year ending March 31<sup>st</sup>. A recommended area rate, to be placed on commercial realty assessments in the Area, for financing the proposed plan of activities and budget shall also be submitted, along with a recommended amount to be levied upon each commercial realty assessment. The budget shall include a five percent (5%) reserve for uncollectible area rates. These items shall be submitted no later than March 31<sup>st</sup>.

#### Section 2.04 Operating Account

The Association shall maintain a commercial chequing account ("Operating Account"), at a bank to be approved by the Municipality, for the purpose of depositing funds provided by the Municipality for carrying out the purposes approved pursuant to this agreement.

#### Section 3.01 Disbursements

The Municipality shall deposit funds in the Operating Account according to the following schedule:

- The total amount of collected on the local rate levied, minus five percent (5%) budgeted for uncollectables, divided equally over a twelve (12) month period.
- Equal monthly payments, to be disbursed on the \_\_\_\_ day of each month payable by cheque to commence on April \_\_\_\_ of each year.

#### Section 4.01 Accounting Offices

The Association shall maintain or cause to be maintained at such locations as shall be approved in writing by the Municipality, adequate books and records in connection with the management and operations of the Services. The Municipality shall have the right, at its own expense, and at all reasonable times during normal business hours, to audit, examine, make copies of, or take extracts from the books of account records maintained by the Association pursuant to this Agreement. Such right may be exercised through any agent or employee designated by the Municipality and the Municipality shall bear all expenses in connection therewith.

#### Section 4.02 Receipts and Records

The Association shall at all times during the continuance of the agreement secure and maintain all applicable invoices and/or bills for all expenses related to the Services, copies of all correspondence, contracts, inventories, warranties and records of income, deposits and charges with respect to the

Services. The Association shall at all times keep and maintain in accordance with generally accepted accounting principals, approved by the Municipality and consistently applied, full, true and accurate books of account, fully reflecting all matters relating to the Services, including all income, expenditures, assets and liabilities thereof. The books of account shall be kept in such a manner as to clearly separate all income and expenses and to indicate to which source they are attributable, with any distributions to the Municipality be accompanied by a statement identifying the source of such funds.

#### Section 4.03 Annual Consolidated Reports

Within ninety (90) days after the close of the Fiscal Year, the association shall cause to be prepared by an independent accountant or accounting firm and furnished to the Municipality through the Administrator, a Review and Engagement ("Financial Report") for the Services. The Financial Report shall include a balance sheet as of the end of the prior Fiscal Year, a statement of income or loss shall disclose the amount of income earned to loss sustained, the amount of cash, if any, available for distribution to the Municipality, and shall include the amount of depreciation, depletion, amortization, interest, extraordinary interest and extraordinary charges. The Association shall furnish the Financial Report to the Administrator as soon as practicable after the Financial Report has been prepared.

#### Section 4.04 Property of the Association

The records, reports, books of account and other documents and materials relating to the provision of the Services shall be the property of the Association and, upon the termination of the agreement by expiration or otherwise, the Association shall, provide copies of such portions thereof as the Municipality shall deem necessary.

#### Section 4.05 Settlement

Within thirty (30) days after the effective date of termination of this agreement by expiration or otherwise, the Association shall pay to the Municipality an amount equal to the sum of all deposits made to the Operating Account by the Municipality, less the sum of all amounts previously paid out of such account in accordance with this agreement and such additional amounts as the Association may be obliged to pay or deposit to the Operating Accounts pursuant to the terms of this agreement.

### COMMENCEMENT AND TERMINATION

#### Section 5.01 Commencement and Termination

This agreement shall take effect on the Commencement Date and shall continue in force, unless earlier terminated as set out in Sections 5.02 or 5.03.

#### Section 5.02 Termination by the Municipality

This agreement may be terminated by the Municipality, upon giving the Association written notice of its election to terminate this agreement upon the happening of any of the following:

- a) In the event that the Association breaches any of the terms and provisions of this agreement and such breach continues for a period of 15 days after written notice thereof from the Municipality to the Association, or in the case of a breach which cannot with due diligence be

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cured within such period of 15 days, if the Association fails to proceed with all due diligence within such period of 15 days to commence to cure such breach and thereafter to prosecute the curing of such breach with all due diligence and continuity within ninety (90) days after receipt by the Association of such notice;

- b) In the event that any of the following occur with respect to the Association:
- i) If the Association shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent; or
  - ii) The Association shall admit in writing its inability to pay its debts as they mature; or
  - iii) The Association gives notice to any governmental body of insolvency or pending insolvency or suspension or pending suspension of operations; or
  - iv) The Association shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

#### Section 5.03 Termination by the Association

This agreement may be terminated by the Association, upon giving the Municipality written notice of its election to terminate this agreement upon the happening of any of the following:

- a) In the event that the Municipality breaches any of the terms and provisions of this agreement and such breach continues for a period of 15 days after written notice thereof from the Association to the Municipality, or in the case of a breach which cannot with due diligence be cured within such period of 15 days, if the Municipality fails to proceed with all due diligence within such period of 15 days to commence to cure such breach and thereafter to prosecute the curing of such breach with all due diligence and continuity within ninety (90) days after receipt by the Municipality of such notice.
- b) In the event that the Association is presented with a petition requesting that the Association's activities pursuant to this agreement cease, signed by at least:
  - i) Seventy (70%) percent of the persons assessed for real property tax of commercial property within the district and whose total commercial property assessment within the Areas is at least fifty one (51%) percent of the total commercial property assessment of all persons within the district.

### INDEMNIFICATION

#### Section 6.01 Indemnification by Association

The Association agrees to indemnify and hold harmless the Municipality and each officer, commissioner and employee of the Municipality, against any loss, expense, damage, claim, liability, obligation, judgement or injury suffered or sustained by the Municipality as a result of any act or omission or alleged act or omission of the Association or any employee acting under the supervision of the Association except where such activities are carried out pursuant to and in accordance with this agreement and in furtherance of the interests of the Municipality, and the Association or employee, as the case may be, has acted in good faith.

Section 6.02 Indemnification by Municipality

The Municipality agrees to indemnify and hold harmless the Association and each officer, director, and employee of the Association, against any loss, expense, damage, claim, liability, obligation, judgement or injury suffered or sustained by the Association as a result of any act or omission or alleged act or omission on behalf of the Municipality or in the furtherance of the interests of the Municipality, except where such activities are carried out negligently or fraudulently, all of which shall be charged to and paid by the Municipality as incurred, provided always that the Association acted in good faith and without negligence.

Section 6.03 Indemnification Before and After Term of Agreement

No party shall be liable for any obligations incurred by the other party whether incurred before or after the execution of the agreement and each party hereby agrees to indemnify and hold harmless the other party with respect to all such obligations except obligations incurred by or in connection with or on behalf of the parties pursuant to and as permitted by the terms of this agreement.

**INSURANCE**

Section 7.01 Insurance

During the term of this agreement, the Association shall provide, pay for and maintain with companies satisfactory to the Municipality, the types of insurance as jointly required by the Municipality and the Association. Thirty (30) days notice must be given to the Municipality of any cancellation, intent not to renew, or reduction in policy coverage.

**GENERAL PROVISIONS**

Section 8.01 Notices

All notices, demands, requests, approvals or other communication of any kind which a party hereto may be required or may desire to serve on the other party in connection with this agreement shall be served personally or send by registered mail. Any such notice or demand so served by registered mail shall be deposited in the Canadian mail with postage thereon fully prepaid, registered and addressed to the party so to be served as follows:

a) If to the Municipality:

Cape Breton Regional Municipality  
320 Esplanade  
Sydney, NS B1P 7B9

b) If to the Association:

Sydney Downtown Development Association  
333 Charlotte St, PO Box 865  
Sydney, NS B1P 6G9

Except in the event of a postal service strike or lockout (in which event the parties hereto agree to temporarily utilize other reasonable methods of communicating any notices), service of any notice or demand so made by mail shall be deemed complete on the date of actual delivery as shown by the registry receipt or at the expiration of the seventh business day after the date of mailing, whichever is earlier in time. Either party may from time to time, by notice in writing served upon the other party as aforesaid, designate a different mailing address or different or additional persons to which all such notices or demands are thereafter to be addressed.

#### Section 8.02 Validity of Provisions

In the event any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions or this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and the same shall be enforceable to the fullest extent permitted by law.

#### Section 8.03 Waiver and Modification

No consent or waiver, express or implied, by a party to or of any breach or default by the other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default hereunder. Failure on the part of a party to complain of any act, or failure to act, on the part of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights here under. Neither this agreement nor any provision hereof may be amended, waived, modified or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver, modification or discharge is sought.

#### Section 8.04 Successors

The provisions of this agreement shall, subject to the terms and conditions hereof, be binding upon and ensure to the benefit of the successors and assigns of each of the parties hereto, provided, however, this agreement shall at all times remain personal to the Association and may not assigned by the Association without the prior written consent of the Municipality.

#### Section 8.05 Remedies

Both parties shall, in addition to all rights provided herein or as may be provided by law, be entitled to the remedies of specific performance and injunction to enforce their rights hereunder.

#### Section 8.06 Headings

The headings used in this agreement are inserted solely for convenience of reference and are not a part or and are not intended to govern, limit or aid in the construction of any term or provision thereof.

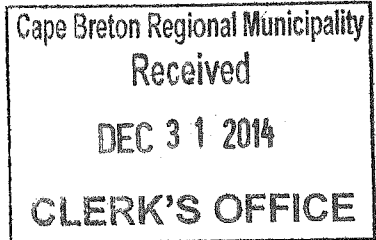
#### Section 8.07 Interpretation

Where the context so requires, words used in the singular shall include the plural and vice versa.



# Kiwanis Pool

25 Inglis St. Sydney, N.S. B1P 7C6



Cape Breton Regional Municipality

Dec.30,2014

Deborah Campbell, BBA, MPA

Municipal Clerk

Dear Deborah;

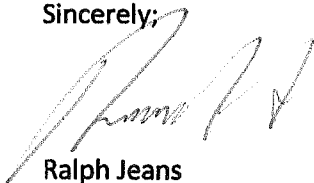
The Kiwanis Club of Sydney (Kiwanis Pool Committee) would like to make a presentation to the General committee meeting concerning the planned renovations at pool located on Inglis St. in Sydney. We have secured money from ACOA and the Dept of wellness N.S. as well as a promise of funds from the Dept of Education ,Owners of the building wher the pool is located.

This is a time sensitive item and will require getting an answer to our request in order to meet the time frame for the other Grants. We therefore request that we be granted time to speak to the Committee

At the earliest convenience.

Enclosed please find a copy of the letter from the Department of Education and Early Childhood Development, Karen Casey ,Minister. The department feels that there should be some contribution from the municipality towards this project and is willing to work with your department to make this happen.

Sincerely;



Ralph Jeans

Pool Committee Chair.

902 565 7552 (C)

902 564 4501 (P)



**Education and Early Childhood Development  
Office of the Minister**

PO Box 578, Halifax, Nova Scotia, Canada B3J 2S9 • Telephone 902 424-4236 Fax 902 424-0680 • [www.ednet.ns.ca](http://www.ednet.ns.ca)

**DEC 19 2014**

Mr. Ralph Jeans  
Kiwanis Pool Committee Chair  
26 Inglis Street  
Sydney, NS B1P 7C6

Dear Mr. Jeans:

Thank you for the information you provided to the Department of Education and Early Childhood Development with regards to the costs associated with repairing the Kiwanis Pool.

I know how important the pool is to you and your community, and I understand and appreciate the desire for it to get fixed as soon as possible. Once you have a funding agreement in place with the Cape Breton Regional Municipality, the department will be pleased to match those funds for an equal contribution between the Government of Nova Scotia and the Cape Breton Regional Municipality. The department is prepared to provide matching funding up to a maximum of \$100,000 for the current fiscal year, which ends on March 31, 2015.

Further to that arrangement, we are also prepared to offer the same funding contribution (\$100,000) in fiscal year 2015-16, assuming there continues to be a municipal commitment.

I look forward to working with you and the Cape Breton Regional Municipality on this important project. Please feel free to contact me should you have any questions or concerns.

Yours truly,

A handwritten signature in cursive script, appearing to read "Karen Casey".

Karen Casey  
Minister of Education and Early Childhood Development

**Cape Breton Regional Municipality**  
**Fire-Rescue Building Services**

**Dangerous Unightly**  
**Monthly Report**

Dec 02, 2014 - Dec 31, 2014

**Protective Services**  
**December 31, 2014**

**30 Day Notices - ORDER**

FILE #	PID #	TAX #	District	NAME	Mailing Address	Property Address	Date Order Issued	Inspector
8711	15431927	01511874	8	3091829 NOVA SCOTIA LIMITED	16 REID AVE, GLACE BAY, NS, B1A3R3	144 Dorchester Street, Glace Bay, B1A3P1	Dec 05, 2014	Jason MacDonald
8742	15378383	01041118	10	HILL, GERALD	45 BROOK ST, DOMINION, NS, B1G1A4	43 Brook Street, Dominion, B1G1A4	Dec 12, 2014	Jason MacDonald
8732	15436520	03308286	10	MCNEIL, CHRISTOPHER CRAIG	115 FIFTH ST, GLACE BAY, NS, B1A4H8	79 Third Street, Glace Bay, B1A4G3	Dec 11, 2014	Jason MacDonald
8744	15485097	02460866	11	LEE, TRACEY	745 MAHON ST, NEW WATERFORD, NS, B1H3K8	745 Mahon Street, New Waterford, B1H3K2	Dec 22, 2014	Richard Wadden
8694	15232960	04385292	10	BURNS, PATRICK, MACNEIL, KELLY	781 NEVILLE ST, RESERVE MINES, NS, B1E1G7	781 Neville Street, Reserve Mines, B1E1G7	Dec 05, 2014	Jason MacDonald
8735	15455116	04626869	9	TOBIN, ARLENE A, TOBIN, FLORENCE M	62 MCLEODS RD, GLACE BAY, NS, B1A2Z2	62 Mcleods Road, Glace Bay, B1A2Z2	Dec 11, 2014	Jason MacDonald
8725	15107964	02897881	6	KASOUF, PHILIP	674 ALEXANDRA ST, SYDNEY, NS, B1S2G8	55 Sheriff Avenue, Sydney, B1P2P6	Dec 10, 2014	Jason MacDonald

Protective Services

January 02, 2015

30 Day Notices - All Expired

Dangerous Unsanitary

Cape Breton Regional Municipality  
Fire-Rescue Building Services

FILE #	PID #	TAX #	District	NAME	Mailing Address	Property Address	Expiry Date	Ext. Date	Inspector	Action
8621	15084031	02764423	5	BENNETT, ROBERT	35 INGOVILLE ST, SYDNEY, NS, B1S2T1	35 Ingoville Street, Sydney, B1S2T1	Oct 16, 2014		Richard Wadden	Board Up
8629	15407562	01486489	9	MCDUGALL, JOSEPH	95 CATHERINE ST, GLACE BAY, NS, B1A2K2	95 Catherine Street, Glace Bay, B1A2K2	Nov 20, 2014	Dec 22, 2014	Jason MacDonald	Board Up
8634	15315013	04080866	11	CORBETT, JAMES CHARLES, CORBETT, ZOEANN	7572 MAIN ST, LOUISBOURG, NS, B1C1K1	3221 Hinchey Avenue, New Waterford, B1H2L2	Dec 04, 2014		Jason MacDonald	Board Up
8492	15245582	00936626	1	ROYAL BANK OF CANADA	1111 HASTINGS ST W 78, VANCOUVER, BC, V6E2J3	23 School Street, Florence, B1Y1P2	Dec 18, 2014		Richard Wadden	Board Up
8505	15069396	03322076	5	KAYLER, KATANNYA	10 ASPEN GRO, TIMBERLEA, NS, B3T1H9	462 Bentinck Street, Sydney, B1S2Y7	Dec 19, 2014		Richard Wadden	Board Up
8560	15536154	05822009	1	WOODILL, PHILIP	50 STANDISH CRT 300, MISSISSAUGA, ON, L5R4J4	1 Cook Street, Sydney Mines, B1V2R3	Dec 20, 2014		Richard Wadden	Board Up
										<b>Count: 6</b>

## Protective Services

January 02, 2015

## 30 Day Notices - All Expired

## Dangerous Unsanitely

## Cape Breton Regional Municipality

## Fire-Rescue Building Services

FILE #	PID #	TAX #	District	NAME	Mailing Address	Property Address	Expiry Date	Ext. Date	Inspector	Action
8157	15096365	00911445	6	CONROD, BRIAN, CONROD, PHYLLIS D	53 KENNEDY AVE, SYDNEY, NS, B1P3K7	53 Kennedy Avenue, Sydney, B1P3K7	Sep 26, 2013	Nov 28, 2014	Richard Wadden	Clean Up
8246	15324239	02720566	3	MACDONALD, MELANIE A	140 FRENCH FORT RD, MIRAMICHI, NB, E1V5N8		Dec 06, 2013	Sep 15, 2014	Richard Wadden	Clean Up
8256	15025554	02303973	2	HARVEST HOUSE MINISTRIES INC	PO BOX 61, NORTH SYDNEY, NS, B2A3M1	242 Commercial Street, North Sydney, B2A1B7	Dec 14, 2013	Oct 31, 2014	Richard Wadden	Clean Up
8257	15063472	03713431	5	WENTWORTH HOLDINGS LIMITED	9 WENTWORTH ST, SYDNEY, NS, B1P5H8	9 Wentworth Street, Sydney, B1P5H8	Dec 18, 2013	Dec 31, 2014	Richard Wadden	Clean Up
8323	15275787	01714007	11	KISS, JUDITH ANN	406 SMITH ST, NEW WATERFORD, NS, B1H3R2	29 Ryan Street, Scotchtown, B1H3M4	Apr 06, 2014	Oct 31, 2014	Richard Wadden	Clean Up
8353	15246168	04785304	1	MARSH, MICHELLE, WALKER, HAROLD JOSEPH	9 OXFORD ST, LITTLE POND, NS, B1Y 1T9	9 Oxford Street, Little Pond, B1Y1T9	Apr 26, 2014		Richard Wadden	Clean Up
8326	15239460	02958295	3	MACPHEE, STEPHEN JOHN	3588 ESKASONI RD, ISLANDVIEW, NS, B1J1K5	3596 Eskasoni Road, Islandview, B1J1K5	May 07, 2014		Richard Wadden	Clean Up
8348	15019664	04758706	2	RUSSELL, ALEXANDER	616 SHORE RD, SYDNEY MINES, NS, B1V1A1	28 Pleasant Street, North Sydney, B2A1K6	May 16, 2014		Richard Wadden	Clean Up
8385	15098668	00191841	6	COOK, MICHAEL SIMON	27 SPRING ST, SYDNEY, NS, B1P3P3	27 Spring Street, Sydney, B1P3P3	May 23, 2014		Richard Wadden	Clean Up
8325	15098650	00191833	6	KISS, ERIC ANTHONY	27 SPRING ST, SYDNEY, NS, B1P3P3	23 Spring Street, Sydney, B1P3P3	May 23, 2014	Jul 06, 2014	Richard Wadden	Clean Up
8430	15163678	10260371	1	YOUNG, SANDY J.	930 MAIN ST, SYDNEY MINES, NS, B1V2M3	934 Main Street, Sydney Mines	Jun 25, 2014	Oct 31, 2014	Richard Wadden	Clean Up
8378	15170376	03715582	1	MACDONALD, RICHARD GERARD	105 FRASER AVE, SYDNEY MINES, NS, B1V2C8	103 Fraser Avenue, Sydney Mines, B1V2C8	Jun 26, 2014		Richard Wadden	Clean Up
8377	15099120	04285263	6	MACINNIS, CORALEE ANN	30 BARENG CRT, DARTMOUTH, NS, B2X2X4	40 Central Street, Sydney, B1P2A8	Jun 28, 2014		Richard Wadden	Clean Up

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FILE #	PID #	TAX #	District	NAME	Mailing Address	Property Address	Expiry Date	Ext. Date	Inspector	Action
8409	15170814	02143097	1	BETHUNE, JUSTIN NORMAN, MCINNIS, KRISTIN ALYSE	PO BOX 16, SYDNEY MINES, NS, B1V2Y4	13 Brown Street, Sydney Mines, B1V1E7	Jul 02, 2014		Richard Wadden	Clean Up
8445	15332877	00798967	7	MACINNIS, JAMES	9 CHURCH ST, TRURO, NS, B2N3Z5	4484 East Bay Highway, East Bay, B1J1N1	Jul 03, 2014		Richard Wadden	Clean Up
8426	15057755	02254743	5	ROSS, SCOTT	172 UNION ST, SYDNEY, NS, B1P4Y1	32 Havelock Street, Sydney, B1P1R7	Jul 16, 2014		Richard Wadden	Clean Up
8472	15184427	03094014	1	MACLEAN, SHANE CHRISTOPH	435 ATLANTIC ST, SYDNEY MINES, NS, B1V1X2	435 Atlantic Street, Sydney Mines, B1V1X2	Jul 17, 2014		Richard Wadden	Clean Up
8494	15105646	01378104	6	WALTER, BARBARA ANN, WALTER, JOHN GUY	98 PARK ST, SYDNEY, NS, B1P4W5	98 Park Street, Sydney, B1P4W5	Jul 19, 2014		Richard Wadden	Clean Up
8469	15087943	02665204	6	RAI, ANIL K	380 TOWNSEND ST, SYDNEY, NS, B1P5G4	380 Townsend Street, Sydney, B1P5G4	Jul 23, 2014		Richard Wadden	Clean Up
8462	15131600	01237608	12	SCANTLEBURY, RONALD GEORGE, WHELAN, DANIEL	84 LAURIER ST, SYDNEY, NS, B1N2B5	131 Lingan Road, Sydney, B1N1V2	Jul 24, 2014		Jason MacDonald	Clean Up
8529	15264500	00519529	11	FRASER, MARGARET	24 CAMERONS LANE, NEW VICTORIA, NS, B1H4Z2	24 Camerons Lane, New Victoria, B1H4Z2	Aug 03, 2014	Oct 20, 2014	Richard Wadden	Clean Up
8527	15028921	00796247	2	RUSSELL, DARLENE Y, RUSSELL, GERARD	PO BOX 557, NORTH SYDNEY, NS, B2A3M5	107 Pierce Street, North Sydney, B2A1P1	Aug 07, 2014		Richard Wadden	Clean Up
8487	15575814	07247311	10	MARSHALL, LISA	13 LUPIN LANE, SYDNEY, NS, B1M1A6	540 Main Street, Glace Bay, B1A4X6	Aug 09, 2014	Oct 22, 2014	Richard Wadden	Clean Up
8542	15166515	00982172	1	CRAWFORD, RONALD	163 YORKE ST, SYDNEY MINES, NS, B1V1P7	163 Yorke Street, Sydney Mines, B1V1P7	Aug 13, 2014		Richard Wadden	Clean Up
8520	15363070	03422267	8	MURPHY, GREGORY A		20 Mason Point Road, Albert Bridge, B1K2S1	Aug 29, 2014		Richard Wadden	Clean Up

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8564	15560592	02781441	4	LOTHERINGTON, PRISCILLA, LOTHERINGTON, ROBERT	60 LEONARD ST, SYDNEY, NS, B1S2T5	29 Virginia Street, Prime Brook, B1S2K2	Aug 30, 2014		Richard Wadden	Clean Up
8539	15113574	00779121	6	SAUNDERS LANDSCAPING & TREE REMOVAL LIMITED		99 Cornwallis Street, Sydney, B1P2X5	Aug 30, 2014		Richard Wadden	Clean Up
8587	15312416	04439961	3	STEEVES, MALCOLM ALLAN, STEEVES, WILLIAM LEO	36 MACGUIRE DR, SYDNEY, NS, B1P3E3	108 Zegrays Lane, Beaver Cove, BIT1R5	Sep 27, 2014		Richard Wadden	Clean Up
8402	15138159	03347583	12	JEFF ELLIS ENTERPRISES	823 VICTORIA RD, SYDNEY, NS, B1N1J9	823 Victoria Road, Sydney, B1N1J9	Sep 30, 2014		Jason MacDonald	Clean Up
8668	15438864	02903466	10	CAPE BRETON REGIONAL MUNICIPALITY	45 THIRD ST, GLACE BAY, NS, B1A4G5	45 Third Street, Glace Bay, B1A4G5	Sep 30, 2014		Jason MacDonald	Clean Up
8605	15440480	02617595	10	CAPE BRETON REGIONAL MUNICIPALITY	320 ESPLANADE, SYDNEY, NS, B1P7B9		Oct 02, 2014		Richard Wadden	Clean Up
8630	15257496	03307514	12	MAGLIARO, CHARLES, MAGLIARO, LINDA	2 EGAN AVE, SOUTH BAR, NS, B1N3H3	2 Egan Avenue, South Bar, B1N3H3	Oct 23, 2014		Richard Wadden	Clean Up
8642	15438302	03738167	10	MCQUILLAN, JOHN, WALLACE CAMPBELL, RONA MAIRI	PO BOX 279, GUYSBOROUGH, NS, B0H1N0		Oct 24, 2014		Jason MacDonald	Clean Up
8645	15438500	04644905	10	O'REILLY, MICHAEL LEO, O'RIELLY, JOCELYN A			Oct 24, 2014		Jason MacDonald	Clean Up
8641	15438310	04977467	10	CAMPBELL- WALLACE, RONA M, MCQUILLAN, JOHN	PO BOX 85 MAIN 279 ST, GUYSBOROUGH, NS, B0H1N0		Oct 24, 2014		Jason MacDonald	Clean Up

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8644	15438468	01131753	10	MACCUISH, RONALD	41 SCHOOL ST, GLACE BAY, NS, B1A1H9	42 Second Street, Glace Bay, B1A4E8	Oct 24, 2014		Jason MacDonald	Clean Up
8639	15438252	02624478	10	WHALEN, RAYMOND LLEWELLYN	64 CONNAUGHT AVE, GLACE BAY, NS, B1A5S2	19 First Street, Glace Bay, B1A4E2	Oct 24, 2014		Jason MacDonald	Clean Up
8571	15440902	02901463	10	STEELE, JOHN ROBERT	28 ELEVENTH ST, GLACE BAY, NS, B1A4M1	28 Eleventh Street, Glace Bay, B1A4M1	Oct 24, 2014		Richard Wadden	Clean Up
8611	15172794	00850047	1	GRIFFITHS, JOHN ANDREW, KLINTO, PAULA	22 HURON AVE, SYDNEY MINES, NS, B1V2H3	22 Huron Avenue, Sydney Mines, B1V2H3	Oct 24, 2014	Nov 19, 2014	Richard Wadden	Clean Up
8648	15440712	03737306	10	MILLEY, JAMES G.	30 TENTH ST, GLACE BAY, NS, B1A4L8	30 Tenth Street, Glace Bay, B1A4L8	Oct 25, 2014	Nov 20, 2014	Richard Wadden	Clean Up
8646	15440662	02751879	10	MOORE, GREG	22 TENTH ST, GLACE BAY, NS, B1A4L8	20 Tenth Street, Glace Bay, B1A4L8	Oct 25, 2014	Nov 18, 2014	Richard Wadden	Clean Up
8647	15440688	03606538	10	OGLEY, JOHN F, OGLEY, OLGA	24 TENTH ST, GLACE BAY, NS, B1A4L8	24 Tenth Street, Glace Bay, B1A4L8	Oct 25, 2014	Nov 29, 2014	Richard Wadden	Clean Up
8649	15687247	09244115	10	PRINCE, ALBERT C	RR 2 233 HWY 52 S, LYNDEN, ON, L0R1T0	135 Centre Avenue, Glace Bay	Oct 25, 2014	Dec 05, 2014	Richard Wadden	Clean Up
8655	15439490	00615765	10	CAMPBELL, ALEXANDER	77 FIFTH ST, GLACE BAY, NS, B1A4H9	77 Fifth Street, Glace Bay, B1A4H9	Oct 29, 2014		Richard Wadden	Clean Up
8657	15438849	04608542	10	THOMSON, PATRICK	49 THIRD ST, GLACE BAY, NS, B1A4G5	49 Third Street, Glace Bay, B1A4G5	Oct 29, 2014		Jason MacDonald	Clean Up
8666	15438609	01525468	10	ANTHONY, LISA	15 DORCHESTER ST 5, SYDNEY, NS, B1P5Y9		Oct 30, 2014		Jason MacDonald	Clean Up
7897	15313844	03541592	3	NORTHSIDE VICTORIA DISTRICT SCHOOL BOARD	275 GEORGE ST, SYDNEY, NS, B1P1J7	3759 Grand Narrows Highway, Boisdale, B1Y3S2	Oct 31, 2014		Richard Wadden	Clean Up
8682	15013188	05031117	2	YOUNG, BRIAN A, YOUNG, NANCY A	81 MEECH AVE, NORTH SYDNEY, NS, B2A1R9	81 Meech Avenue, North Sydney, B2A1R9	Oct 31, 2014		Richard Wadden	Clean Up

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8675	15439128	04439171	10	CAPE BRETON REGIONAL MUNICIPALITY	320 ESPLANADE, SYDNEY, NS, B1P7B9		Nov 01, 2014		Jason MacDonald	Clean Up
8679	15439177	02721449	10	CAPE BRETON REGIONAL MUNICIPALITY	11 MITCHELL AVE, DOMINION, NS, B1G1M3		Nov 01, 2014		Jason MacDonald	Clean Up
8680	15438732	04661729	10	VIEWVILLE LAND HOLDINGS INC	607 ATLANTIC DR, RESERVE MINES, NS, B1E1A2		Nov 01, 2014		Jason MacDonald	Clean Up
8681	15438740	04224655	10	VIEWVILLE LAND HOLDINGS INC	607 ATLANTIC DR, RESERVE MINES, NS, B1E1A2		Nov 01, 2014		Jason MacDonald	Clean Up
8672	15439219	02835592	10	MCKEIGAN, JOHN	59 FOURTH ST, GLACE BAY, NS, B1A4H3		Nov 02, 2014		Jason MacDonald	Clean Up
8663	15438807	01901117	10	MACDOUGALL, BRIAN, MACDOUGALL, JANICE	575 RR 3 GREENFIELD RD, TRURO, NS, B2N5B2		Nov 02, 2014		Jason MacDonald	Clean Up
8676	15439110	04606922	10	RAMOS, JOEYCL, RAMOS, MELODY	412 79 ST SW, EDMONTON, AB, T6X1N1		Nov 02, 2014		Jason MacDonald	Clean Up
8693	15240922	03741869	9	BOYER, PHILIP EDMOND	2325 BIRCH GROVE RD, TOWER ROAD, NS, B1B 1X4	1980 Sydney Road, Reserve Mines, B1M1A3	Nov 14, 2014		Jason MacDonald	Clean Up
8524	15106735	04254384	6	MCKAY, MATTHEW	67 LORWAY AVE, SYDNEY, NS, B1P4Z3	65 Lorway Avenue, Sydney, B1P4Z3	Nov 19, 2014		Richard Wadden	Clean Up
8596	15015183	03310361	2	GORDON, ALICIA, GORDON, PAUL	94 BROOK ST, NORTH SYDNEY, NS, B2A2J7	94 Brook Street, North Sydney, B2A2J7	Nov 28, 2014		Richard Wadden	Clean Up
8688	15128937	00463906	12	CLARK, ALYSSA, QUINTON, ANDREE	121 VICTORIA RD, SYDNEY, NS, B1P2V5	121 Victoria Road, Sydney, B1P2V5	Dec 06, 2014		Jason MacDonald	Clean Up
8699	15192982	02873346	2	MACLEAN, JOSEPH M, MACLEAN, KATHLEEN	175 MAPLEVIEW DR, NORTH SYDNEY, NS, B2A3K4	175 Mapleview Drive, North Sydney, B2A3K4	Dec 13, 2014		Richard Wadden	Clean Up

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FILE #	Complaint Date	PID #	TAX #	District	NAME	Property Address	Mailing Address	Complaint Category
1 8632	Sep 22, 2014	15429079	00416134	8	MCGRATH-SIMMS, CATHERINE J, SIMMS, ERIC B	11 Crescent Drive, Glace Bay, B1A2J3	11 CRESCENT DR, GLACE BAY, NS, B1A2T3	Structure Fire
2 8691	Oct 07, 2014	15063829	00413577	10	BOUTILIER, MARGARET	143 Beacon Street, Glace Bay, B1A5G3	143 BEACON ST, GLACE BAY, NS, B1A5G3	Minimum Standards
3 8695	Oct 15, 2014	15285612	07246390	5	2437959 NOVA SCOTIA LIMITED	41 Cameron Estates, Mira Road, B1P6Y9	781 WESTMOUNT RD, SYDNEY, NS, B1R1B9	Unsanitary Premises
4 8696	Oct 17, 2014	15210412	02787032	4	CAPE BRETON REGIONAL MUNICIPALITY	231 Hospital Road, Edwarsville, B2A4R9	2029 PT EDWARD HWY, EDWARDSVILLE, NS, B2A4R5	Unsanitary Premises
5 8700	Oct 20, 2014	15195050	05030501	2	DOVE, KENNETH RUSSELL, SMITH, COLLEEN	170 Mapleview Drive, North Sydney, B2A3K3	170 MAPLEVIEW DR, NORTH SYDNEY, NS, B2A3K3	Unsanitary Premises
6 8698	Oct 20, 2014	15088412	02678225	6	MACDONALD, DAVID, MACDONALD, ELIZABETH	176 Union Street, Sydney, B1P4Y1	176 UNION ST, SYDNEY, NS, B1P4Y1	Unsanitary Premises
7 8697	Oct 20, 2014	15010713	00597031	2	DOBER, JOSEPH, DOBER, MARY	14 Park Street, North Sydney, B2A1G1	3 MACDONALD RD, MILLVILLE, NS, B1Y2J6	Unsanitary Premises
8 8703	Oct 21, 2014	15010713	00597031	2	DOBER, JOSEPH, DOBER, MARY	14 Park Street, North Sydney, B2A1G1	3 MACDONALD RD, MILLVILLE, NS, B1Y2J6	Unsanitary Premises
9 8704	Oct 23, 2014	15096829	02654849	6	FARR, HEATHER, FARR, THOMAS	16 Common Street, Sydney, B1P3L1	21 FERNDILL CRE, SYDNEY, NS, B1S3E8	Unsanitary Premises
10 8710	Nov 06, 2014	15771173	00822752	6	CLUETT, GORDON ALBERT	124 Colby Street, Sydney, B1P3R2	120 COLBY ST 46, SYDNEY, NS, B1P3R2	Minimum Standards
11 8714	Nov 12, 2014	15012628	01251945	2	DOLOMONT, SYVIA	59 Campbell Street, North Sydney, B2A2C8	59 CAMPBELL ST, NORTH SYDNEY, NS, B2A2C8	Minimum Standards
12 8718	Nov 14, 2014	15084494	03507807	5	NICHOLSON, ERIK	11 Ankeriville Street, Sydney, B1P1X8	11 ANKERVILLE ST, SYDNEY, NS, B1P1X8	Unsanitary Premises
13 8720	Nov 17, 2014	15179948	04759427	1	VICKERS, ALEX, VICKERS, ANN MARIE	9 Cook Street, Sydney Mines, B1V2R3	9 COOK ST, SYDNEY MINES, NS, B1V2R3	Unsanitary Premises

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14 8721	Nov 17, 2014	15084585	00360546	5	MACDONALD, RONALD M	31 Tain Street, Sydney, B1P1Y3	PO BOX 373, SYDNEY, NS, B1P6H2	Fire Hazard
15 8728	Nov 25, 2014	15088008	04721705	6	SHANNON, JANINE M	404 Townsend Street, Sydney, B1P5G4	224 DORCHESTER ST, SYDNEY, NS, B1P5Z6	Unsanitary Premises
16 8729	Nov 26, 2014	15221161	04508858	4	SYDNEY MASONRY LIMITED	434 Keltic Drive, Westmount, B1L1B8	434 Keltic Dr, SYDNEY, NS, B1L1B8	Minimum Standards
17 8734	Dec 02, 2014	15027154	00895741	2	BURKE, FLORENCE, CONNOLLY, IRENE	51 Caledonia Street, North Sydney, B2A2V2	51 CALEDONIA ST, NORTH SYDNEY, NS, B2A2V2	Structure Fire
18 8733	Dec 02, 2014	15194111	05170702	1	RUSSELL, TOBIAS, SMITH, CECIL		PO BOX 424 STN MAIN, NORTH SYDNEY, NS, B2A3M4	Unsanitary Premises
19 8736	Dec 03, 2014	15352099	01344633	7	DURANDO, ALBERT, DURANDO, SALLY	42 MacEachern Road, Upper Grand Mira, B1K1L6	396 MCKAY ST, NEW WATERFORD, NS, B1H4J3	Structure Fire
20 8737	Dec 04, 2014	15106479	00821675	6	DOYLE, BLAIR, MACLEAN, PENNY M. E.	68 Lorway Avenue, Sydney, B1P4Z2	68 LORWAY AVE, SYDNEY, NS, B1P5Z2	No Building Permit
21 8739	Dec 09, 2014	15156524	01926403	12	HARVEY, ANDREE	212 St Anns Street, Sydney, B1N1A9	212 ST ANNS ST, SYDNEY, NS, B1N1A9	Unsanitary Premises
22 8741	Dec 12, 2014	15642663	02709465	10	MACDONALD, JOE, MACDONALD, MARGARET	20 Dodd Street, Glace Bay, B1A4S9	20 DODD ST, GLACE BAY, NS, B1A4S9	Unsanitary Premises
23 8743	Dec 15, 2014	15066095	00174572	5	BAGNELL, GARY	32 Douglas Street, Sydney, B1P1V3	32 DOUGLAS ST, SYDNEY, NS, B1P1V3	Unsanitary Premises
24 8745	Dec 22, 2014	15604002	02841002	8	MACLEAN, ALONZO FRANCIS (FRANK), MYERS, CAROL ANN	2333 Trout Brook Road, Albert Bridge, B1K2N1	2333 TROUT BROOK RD, ALBERT BRIDGE, NS, B1K2N1	Unsanitary Premises
25 8746	Dec 22, 2014	15174907	04679393	1	KURGAN, LAWRENCE DANIEL	15 Fraser Avenue, Sydney Mines, B1V2B8	122 CHURCH ST, SYDNEY MINES, NS, B1V2S2	Unsanitary Premises
26 8747	Dec 23, 2014	15826738	09846352	12	WAL-MART CANADA CORPORATION, WAL-MART CANADA CORP.	80 Sydney Port Access Road, Grand Lake Road	1940 ARGENTIA RD, MISSISSAUGA, ON, L5N1P9	Unsanitary Premises

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27 8748	Dec 29, 2014	15088941	01397206	6	PATTERSON, HEATHER, PATTERSON, THOMAS	161 Park Street, Sydney, BIP4W7	161 PARK ST, SYDNEY, NS, BIP4W7	Unsanitary Premises
28 8749	Dec 29, 2014	15018856	01342762	2	3240540 NOVA SCOTIA LIMITED	14 Lorne Street, North Sydney, B2A2K9	9 HIGH ST, NORTH SYDNEY, NS, B2A2A3	Unsanitary Premises
29 8750	Dec 30, 2014	15380611	01402382	10	MACDONALD, RICK, SMITH, ANDREA	4 Breigh Park, Dominion, BIG1C9	657 GEORGE ST, NEW WATERFORD, NS, B1H4E7	Unsanitary Premises

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FILE #	PID #	TAX #	District	NAME	Property Address	Mailing Address	Date Closed	Inspector
7711	15445281	0435859 7	10	SNOW, AUSTIN, SNOW, MARGARET	41 Howe Street, Glace Bay, B1A5K4	181 UNION ST, GLACE BAY, NS, B1A2R2	Dec 23, 2014	jdmacdonald
7748	15440407	0289084 4	10	MACDONALD, AMANDA, MACDONALD, TODD	15 Eighth Street, Glace Bay, B1A4K8		Dec 23, 2014	jdmacdonald
7751	15444953	0399766 9	10	GORGS INTERNATIONAL IMPORTS LTD.	18 Hill Street, Glace Bay, B1A5L3	18 HILL ST, GLACE BAY, NS, B1A5L3	Dec 23, 2014	jdmacdonald
7755	15446610	0482829 1	10	MCGILLIVRAY, KENNY, TOMICZEK, STANLEY NICHOLAS	37 David Street, Glace Bay, B1A3Y7	37 DAVID ST, GLACE BAY, NS, B1A3Y7	Dec 18, 2014	jdmacdonald
8050	15019912	0233336 8	2	HAQUE, NARGIS, HAQUE, SHAUKAT UL	20 Forman Street, North Sydney, B2A2L5	114 DIANA GRACE AVE, DARTMOUTH, NS, B2W 6A2	Dec 08, 2014	rjwadden
8057	15059850	0317597 9	5	BRITTEN, FRANCES, BRITTEN, M FRANCES	154 Dorchester Street, Sydney, B1P5Z4	601 HILLS RD, ALBERT BRIDGE, NS, B1K3H1	Dec 08, 2014	rjwadden
8059	15066574	0001040 5	5	ZENITH DEVELOPMENTS INCORPORATED	55 Douglas Street, Sydney, B1P1V5	138 GLENEAGLES CLOSE, COCHRANE, AB, T4C1N6	Dec 08, 2014	rjwadden
8063	15071780	0404935 7	5	KAYLER, KATANNYA	132 Argyle Street, Sydney, B1S2V3	132 ARGYLE ST, SYDNEY, NS, B1S2V3	Dec 08, 2014	rjwadden
8079	15057607	0270605 9	5	ROBERTSON, DEBORAH, ROBERTSON, DONALD	82 York Street, Sydney, B1P6B4	24 HIGHLAND CRE, SYDNEY, NS, B1N3K5	Dec 08, 2014	rjwadden
8082	15044001	0257324 5	7	CHRISTIE, HUBERT, THOMPSON, DAVID	59 Curry Street, Howie Center, B1L1G8	175 PHYLLIS AVE, SCARBOROUGH, ON, M1M1Y7	Dec 08, 2014	rjwadden
8095	15065311	0153022 4	5	MATHESON, TERESA, MATHESON, WARREN L	479 Esplanade, Sydney, B1P1B3	PO BOX 576 STN A, SYDNEY, NS, B1P6H4	Dec 08, 2014	rjwadden
8096	15180342	0489421 9	1	COOKE, JOHN P, COOKE, THELMA	53 Crescent Street, Sydney Mines, B1V2P2	53 CRESCENT ST, SYDNEY MINES, NS, B1V2P2	Dec 08, 2014	rjwadden
8098	15570252	0528110 5	3	MOORE, BLAIR	45 Benacadie Glen Road, Benacadie, B1T1G5	44 TRINITY AVE, SYDNEY, NS, B1P4Z5	Dec 08, 2014	rjwadden
8111	15171424	0290667 8	1	MARSH, KAREN ELIZABETH	15 View Street, Sydney Mines, B1V1H1	15 VIEW ST, SYDNEY MINES, NS, B1V1G9	Dec 08, 2014	rjwadden

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FILE #	PID #	TAX #	District	NAME	Property Address	Mailing Address	Date Closed	Inspector
8115	15285570	0445075 2	5	MACNEIL, CAROLYN, SMITH, RONALD	1341 George Street, Mira Road, BIPIN7	1341 GEORGE ST, SYDNEY, NS, B1P1N7	Dec 08, 2014	rjwadden
8131	15591910	0924713 0	4	MACRAE, DOREEN ELIZABETH, MACRAE, ROSS ALEXANDER	585 Rudderham Road, Point Edward, B2A 4V8	585 RUDDERHAM RD, POINT EDWARD, NS, B2A4V8	Dec 08, 2014	rjwadden
8143	15313877	0354160 6	3	CAPE BRETON REGIONAL MUNICIPALITY		320 ESPLANADE, SYDNEY, NS, B1P3B7	Dec 08, 2014	rjwadden
8162	15169832	0503666 6	1	GASLARD, KEVIN	642 Shore Road, Sydney Mines, B1V1A1	642 SHORE RD, SYDNEY MINES, NS, B1V1A5	Dec 08, 2014	rjwadden
8243	15660251	0199379 8	1	YOUNG, MARION ANN	16 Highball Street, Florence, B1Y3Z1	16 HIGHBALL ST, FLORENCE, NS, B1Y3Z1	Dec 08, 2014	rjwadden
8244	15255482	0282116 8	1	MACKEIGAN, ANITA BERNEDETTE, MACKEIGAN, RONALD	15 Highball Street, Florence, B1Y3Z2	8143 19TH AVE, BURNABY, BC, V3N1G4	Dec 08, 2014	rjwadden
8259	15572191	0316973 1	7	3266983 NOVA SCOTIA LIMITED	2603 Kings Road, Sydney Forks, B1L1A1	2603 KINGS RD, SYDNEY FORKS, NS, B1L1A1	Dec 08, 2014	rjwadden
8307	15181407	0358727 4	1	EVERETT, CAROLYN	7 Guy Street, Sydney Mines, B1V2N5	303 LOWER NORTH ST, GLACE BAY, NS, B1A3R9	Dec 08, 2014	rjwadden
8310	15252166	0278667 2	2	CONWAY, LORETTA, MACINTOSH, LORETTA	261 Church Road, Little Bras D'Or, B1Y2Z9	PO BOX 1693, BRAS D'OR, NS, B1Y3Y6	Dec 08, 2014	rjwadden
8604	15158637	0058020 1	12	CANADA MORTGAGE AND HOUSING CORPORATION	108 Taylor Street, Sydney, BIN2W4		Dec 08, 2014	jdmacdonald
8607	15284532	0488940 1	7	WHIFFEN, ANNETTE U, WHIFFEN, THOMAS A	80 Duffell Drive, Mira Road, B1P3G9	80 DUFFELL DR, SYDNEY, NS, B1P3G9	Dec 09, 2014	jdmacdonald
8616	15353345	0185191 8	8	REILEY, BRANDY LEE	996 New Boston Road, Albert Bridge, B1K2P7	996 NEW BOSTON RD, CATALONE RIVER, NS, B1K5R1	Dec 16, 2014	jdmacdonald
8628	15029192	0081328 1	2	CLEARY, HARRY	207 Commercial Street, North Sydney, B2A1B5	PO BOX 36 STN MAIN, NORTH SYDNEY, NS, B2A3M1	Dec 03, 2014	rjwadden
8631	15133036	0200405 4	12	MACLEOD, JUSTIN DANIEL	78 Fisher Street, Sydney, B1N1P9	78 FISHER ST, SYDNEY, NS, B1N1P9	Dec 03, 2014	rjwadden

Protective Services  
December 31, 2014

Dangerous Unsilghtly  
Monthly Report

Cape Breton Regional Municipality  
Fire-Rescue Building Services

Orders Completed

Dec 02, 2014 - Dec 31, 2014

Number of records: 37

FILE #	PID #	TAX #	District	NAME	Property Address	Mailing Address	Date Closed	Inspector
8669	15438872	0493062 2	10	WCK HOLDINGS LTD	43 Third Street, Glace Bay, B1A4G5	64 CONNAUGHT AVE, GLACE BAY, NS, B1A5S2	Dec 08, 2014	jdmacdonald
8670	15439185	0346541 1	10	WCK HOLDINGS LTD		28 GILLIS LAN, DOMINION, NS, B1G1G4	Dec 08, 2014	jdmacdonald
8677	15439102	0063166 3	10	WCK HOLDINGS LTD		21 WESLEY ST, GLACE BAY, NS, B1A4V2	Dec 08, 2014	jdmacdonald
8678	15439094	0251064 2	10	WCK HOLDINGS LTD		62 FOURTH ST, GLACE BAY, NS, B1A4H4	Dec 08, 2014	jdmacdonald
8685	15415144	0455274 1	9	JEWELLS, SUSAN, MACNEIL, JAMES	25 McKeigan Street, Glace Bay, B1A1P9	25 MCKEIGAN ST, GLACE BAY, NS, B1A1P9	Dec 18, 2014	jdmacdonald
8713	15157886	0245610 9	12	FRASER, GEORGE	11 Rileys Lane, Sydney, B1N3G3	13 KENNEL LANE, SOUTH BAR, NS, B1N3I2	Dec 09, 2014	jdmacdonald
8723	15472046	0371414 4	11	BURNS, BLAIR	377 Thirteenth Street, New Waterford, B1H4B5	377 THIRTEENTH ST, NEW WATERFORD, NS, B1H4B5	Dec 18, 2014	jdmacdonald
8727	15467806	0107915 8	11	SMOLENSKY, EDWARD FLOYD, SMOLENSKY, FLOYD	523 Thompson Street, New Waterford, B1H4C1	6 OAKFIELD DR, MARION BRIDGE, NS, B1K3N7	Dec 18, 2014	jdmacdonald
8738	15157886	0245610 9	12	FRASER, GEORGE	11 Rileys Lane, Sydney, B1N3G3	13 KENNEL LANE, SOUTH BAR, NS, B1N3I2	Dec 11, 2014	jdmacdonald

**PROTECTIVE SERVICES ISSUES:**

**Appeal:**

**Notice of Intent to Demolish**

**File # 7954 – 157 Shore Road, Sydney:**

**Motion:**

Moved by Councillor MacLeod, seconded by Councillor Eldon MacDonald, that the property owner of the building located at 157 Shore Road, Sydney be granted a 30 day extension to comply with the original Order, noting that if the required work has not been carried out during the extension, an Order to Demolish will be issued.

**Discussion:**

It was suggested that if substantial work is undertaken within the 30 days, that perhaps the Committee could revisit this issue again.

**Motion Carried.**



# M·E·M·O

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320 Esplanade

Sydney, Nova Scotia, B1P 7B9

902-563-5202

**To:** General Committee  
**From:** Richard Wadden, Property Maintenance Inspector  
**Date:** January 2, 2015  
**Subject:** 157 Shore Road, Sydney – Notice of Intent to Demolish File #7954

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Further to the appeal that was made by the property owner to the General Committee on December 2, 2014 and the subsequent motion granting a 30 day extension to comply with the original order, I am writing to advise that no substantial work has been done.

We are thereby requesting an order to demolish the property situate at 157 Shore Road, Sydney.

A handwritten signature in black ink, appearing to be 'Richard Wadden', is written over a horizontal line.

**Richard Wadden**  
**Property Maintenance Inspector**

/slm

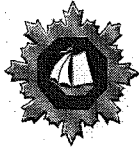
**Municipal Planning Strategy (PPP):**

**Request by Martin MacFarlane for Amendment to the North End Sydney  
Secondary Planning Strategy:**

**Motion:**

Moved by Councillor Eldon MacDonald, seconded by Councillor Paruch, to adopt, by resolution, a Public Participation Program to explore the possibility of amending the North End Sydney Secondary Planning Strategy and Land Use Bylaw, to provide more flexibility in the options available to property owners wishing to convert their properties into different uses, particularly in the case of unusually large home on larger than usual lots.

**Motion Carried.**



# **CBRM**

*A Community of Communities*

**Cape Breton Regional Municipality**

**Rick McCready**  
**Planning Department**

320 Esplanade  
Sydney, Nova Scotia  
B1P 7B9  
Tel: 902-563-5072  
Fax: 902-539-9419

email: [rgmccready@region.cape-breton.ns.ca](mailto:rgmccready@region.cape-breton.ns.ca)

December 22, 2014

## **ISSUE PAPER**

**TO: General Committee of Council**

**FROM: Rick McCready, MCIP, Senior Planner**

**RE: Request by Martin MacFarlane to amend the North End Sydney Secondary Planning Strategy and Land Use Bylaw to allow four units on his property located at 43 Esplanade, Sydney – report on public participation program.**

### **Background Information**

When the public consultations took place in 2005 regarding the proposal to develop a Secondary Planning Strategy for the North End of Sydney, many residents expressed concern about the number of homes originally built as single detached dwellings that had been converted into apartments. In particular, residents were unhappy with the fact that in some cases the conversions had resulted in exterior changes to the buildings that were inconsistent with the original architectural style or in a loss of green space to parking. Some residents were in fact asking that the Municipality impose a ban on new apartments in the area.

When the Secondary Planning Strategy was approved by Council in 2006, an effort was made to accommodate the residents' concerns. Although a complete ban on apartments was not imposed, new apartment buildings were restricted to undeveloped areas and to areas closest to the downtown core. Within the built-up residential areas, all existing apartments were "grandfathered", but conversions of single detached dwellings were limited to a maximum of two units. The new Planning Strategy also recommended that a Heritage Conservation District be established in the oldest part of the North End. (The Heritage District was put in place in 2008)

Although the new Strategy limited conversions of old homes into apartments, the rules adopted in 2006 did open up opportunities for other types of development in the neighbourhood. Unlike other residential areas in CBRM, the NER (North End Residential) zoning allows the conversion of old homes into professional offices or into

inns catering to the tourist industry. A dining room open to the public within an inn is even permitted, subject to certain conditions. Unfortunately, there appears to be very little interest in developing tourism related businesses in the North End residential area. As far as I know, there has only been one proposal to do so since 2006. (That proposal was abandoned for several different reasons)

Mr. MacFarlane owns an unusually large house, with over 6,000 square feet of living area on three floors. He also owns more land than most North End residents (about 8400 square feet). Unlike most North End homes, a good argument can be made that turning his home into three or four units could be carried out without having a negative impact on the architecture of the building or on the ambience of the neighbourhood. In fact, it could be argued that the best chance to save this building from future deterioration would be to enhance its financial viability by allowing four units to be created.

### **Council's Decision to conduct a PPP (Public Participation Program)**

The first step in amending a planning strategy is for Council to adopt a public participation program (PPP) to make the public aware of the proposed changes and to provide input. The results of the PPP are brought back to Council before any decision is made to actually amend a bylaw. **On September 23<sup>rd</sup>, 2014, Council passed a resolution to adopt a public participation program, the purpose of which was to get public input into the possibility of amending the Secondary Planning Strategy for the North End of Sydney so as to provide more flexibility for owners of unusually large properties in the North End Residential (NER) Zone who wish to convert their properties into alternative uses.**

### **Results of Public Participation Program**

The public participation program took the form of two informal public meetings, both held at the Lyceum on George Street in the North End of Sydney. The meetings took place on the evenings of November 17<sup>th</sup> and December 11<sup>th</sup> and were advertised by means of a flyer distributed to all mailing addresses in the North End planning area.

The first meeting was attended by approximately 35 residents. At the meeting staff explained the rationale for the existing policy which limits apartment conversions in the neighbourhood, and noted that the policy is consistent with the vision for the future of the North End which was approved as part of the consultations that lead to the adoption of the North End Secondary Planning Strategy in 2006. In general, meeting participants strongly opposed any changes to the current policies. It was felt that changes that would open the door to more conversions of existing homes into apartments would be undesirable and would jeopardize the recent improvements to the area. The view was expressed that some of the apartment buildings now existing in the North End were not well maintained or well managed. At the end of the meeting, however, it was agreed that a second meeting would be held, providing that the discussion at the second meeting be limited to amendments that would affect 43 Esplanade only, rather than policy changes that might affect the entire neighbourhood.

The second meeting was also attended by approximately 35 residents, many of whom were present at the first session. Staff presented a proposed policy amendment that recognized 43 Esplanade as a unique property (it is in fact the largest building in the North End that is not a commercial, institutional or multiple residential use). The proposed policy change would affect 43 Esplanade only and would allow a maximum of four units on that property, subject to several conditions designed to ensure that if the conversion takes place, the character of the building itself and the surrounding area would be protected. After a lengthy discussion, several individuals expressed support for the amendment, but some of those in attendance continued to express concerns that a precedent was being set and that this amendment could lead to future amendments of a similar nature. Others indicated that they were supportive in principle, but were seeking some assurance that the conversion of this building into apartments would be undertaken by a developer interested in enhancing the neighbourhood. The meeting ended without a consensus being reached among those in attendance.

### **Recommendation**

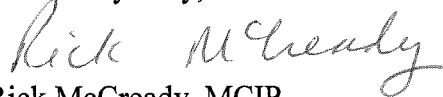
Although staff recognizes that many residents would prefer to leave the current policies unchanged, staff is of the opinion that the situation at 43 Esplanade is unique and that an amendment to accommodate a greater range of uses on that property is warranted.

Although the bylaw now allows such uses, there is no evidence that a strong demand exists to develop inns or professional offices in the North End. On the other hand, there is interest in developing 43 Esplanade into apartments, but limiting the total number of units to two is going to discourage the redevelopment of the property due to its unusually large size....each unit would exceed 3,000 square feet in floor area.

On balance, staff feels that an amendment that would affect 43 Esplanade only, in recognition of its unusual size, with conditions attached designed to address the concerns that have been raised, would be appropriate and consistent with the vision and goals of the Secondary Planning Strategy. The proposed amendment would facilitate the redevelopment of the property and has the potential to attract an investor who would undertake major upgrades to the building. There is a risk that without this amendment the likelihood of an investor acquiring and upgrading the property would be greatly reduced.

Based on the foregoing, staff recommends that Council grant approval to advertise the attached amendments.

Yours very truly,



Rick McCready, MCIP  
Senior Planner

# **By-law**

## **of the Cape Breton Regional Municipality**

amending the

### **North End Sydney Secondary Planning Strategy and Land Use By-law**

Pursuant to Section 210 of the Municipal Government Act of Nova Scotia, the Council of the Cape Breton Regional Municipality hereby amends the North End Sydney Secondary Planning Strategy and Land Use By-law in the following manner:

#### **Add the following wording to Section 2 of the Secondary Planning Strategy, "Residential Development" just prior to Policy 2:**

*The intent of the policies of this Secondary Planning Strategy is to discourage conversions of existing homes in the North End Residential (NER) designation into more than two dwelling units. However, in 2014, eight years after the Strategy was adopted, Council received a request to amend the policy with respect to a home located at 43 Esplanade. This home is unique in that it contains more than 6,000 square feet of useable floor area, and is the largest single detached home in the NER designation. Policy 3 was amended by adding a Policy 3 (c) which allows a maximum of four dwelling units to be created on the property, subject to restrictions designed to ensure that the character of the home is preserved and that the visual impact on the surrounding properties is minimized.*

#### **Add a new clause (c) to Policy 3 in Section 2 of the Secondary Planning Strategy, "Residential Development" to read as follows:**

*(c) It shall be the policy of Council to allow the conversion of the dwelling located at 43 Esplanade (PID numbers 15053895 and 15053903), due to its unusual size, to be converted into a maximum of four dwelling units, providing that:*

- A certificate of appropriateness has been issued for any exterior renovations to the structure pursuant to the Heritage Conservation District Bylaw*
- There is no increase in the building footprint as it existed on January 20, 2015*
- PID numbers 15053895 and 15053903 have been consolidated into one property*
- A minimum of six paved parking spaces are created to the north of the dwelling, in accordance with the parking requirements in the Land Use Bylaw, and the parking area has been screened from adjacent properties and from the street by a combination of wooden fencing, hedges, and other planting materials*
- All areas of the property not covered by buildings, paved parking and paved driveway areas shall be landscaped with trees, shrubs, grass, flowers or a combination thereof*
- All existing mature trees on the property shall be maintained.*

- *There is compliance with all other applicable requirements of the Land Use Bylaw.*

**Add to the list of permitted uses in Part 4 of the North End Sydney Secondary Land Use Bylaw the following words:**

- *A dwelling containing a maximum of four dwelling units on PID #15053895 and PID #15053903 , subject to the restrictions contained in Section 9 of this Part*

**Add a new Section 9 to Part 4 of the North End Sydney Secondary Land Use Bylaw, to read as follows:**

***Section 9 PID # 15053895 and PID # 15053903***

- *A certificate of appropriateness has been issued for any exterior renovations to the structure pursuant to the Heritage Conservation District Bylaw*
- *There is no increase in the building footprint as it existed on January 20, 2015*
- *PID numbers 15053895 and 15053903 have been consolidated into one property*
- *A minimum of six paved parking spaces are created to the north of the dwelling, in accordance with the parking requirements in the Land Use Bylaw, and the parking area has been screened from adjacent properties and from the street by a combination of wooden fencing, hedges, and other planting materials*
- *All areas of the property not covered by buildings, paved parking and paved driveway areas shall be landscaped with trees, shrubs, grass, flowers or a combination thereof*
- *All existing mature trees on the property shall be maintained.*
- *There is compliance with all other applicable requirements of the Land Use Bylaw.*

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

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

\_\_\_\_\_  
DEBORAH CAMPBELL, CLERK



June 5, 2014

Dear Mr. Rick McCready;

On June 12, 2014 we discussed a matter of great importance to me personally. I would very much like to convert my building on 43 Esplanade to four apartments. After researching the existing by-laws, I came to the realization that I am only permitted two apartments. However, my building is quite large and very spacious. I think its size could easily accommodate four apartments. I think an amendment to the existing by-law to allow four apartments is a more than reasonable request.

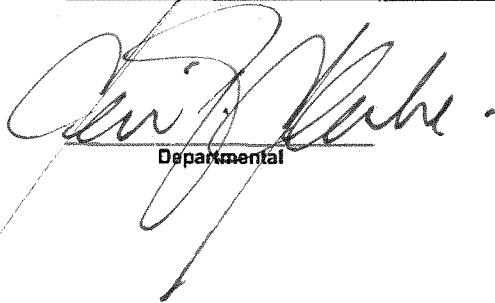
Mr McCready, I would like to thank you for your time, attention and assistance with this personal matter.

Respectfully,  
Martin W. Mac Farlane

*Martin W. MacFarlane*

539 -8848

Legislative	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 568,930	\$ 604,206	\$ 35,276	\$ 866,544	\$ 297,614
6010 BENEFITS	76,188	76,529	341	109,884	33,696
6030 TRAVEL/CONFERENCES	121,348	161,568	40,219	209,000	87,652
6040 PROF MEM/DUES & FEES	1,584	17,429	15,845	55,325	53,741
6050 OFFICE SUPPLIES	9,425	13,456	4,031	20,000	10,575
6060 OFFICE EQUIPMENT	5,809	5,883	75	6,550	742
6080 ADVERTISING	4,883	9,552	4,669	14,500	9,617
6100 COURIER	160	417	257	625	465
6110 TELEPHONE/FAX	27,475	48,345	20,870	70,900	43,425
6120 PUBL /SUBSCRIPTIONS	1,528	4,517	2,988	4,700	3,172
6130 COMPUTER HARDWARE	104	2,342	2,238	3,000	2,896
6150 MEETING EXPENSES	11,285	14,017	2,732	17,000	5,715
6170 PROMOTION	12,062	11,333	(729)	17,000	4,938
8010 OPERATIONAL MAT/SUPP	-	-	-	-	-
8100 PROFESSIONAL SERVICES	5,754	-	(5,754)	-	(5,754)
<b>Total expended to date</b>	<b>\$ 846,536</b>	<b>\$ 969,595</b>	<b>\$ 123,059</b>	<b>\$ 1,395,028</b>	<b>\$ 548,492</b>

  
 Departmental

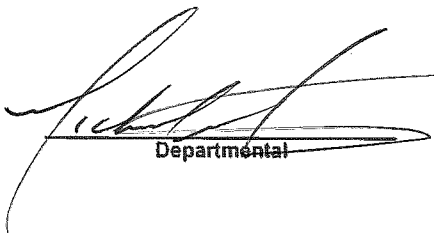
  
 Finance

ADMINISTRATION

INCOME STATEMENT

NOVEMBER 30, 2014

Administration	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 149,814	\$ 208,635	\$ 58,821	\$ 318,705	\$ 168,891
6010 BENEFITS	20,155	36,872	16,717	53,411	33,256
6020 TRAINING/EDUCATION	649	1,333	684	1,500	851
6030 TRAVEL/CONFERENCES	6,737	15,416	8,679	20,500	13,763
6040 PROF MEM/DUES & FEES	-	467	467	700	700
6050 OFFICE SUPPLIES	1,001	1,544	542	2,405	1,404
6060 OFFICE FURNITURE	-	-	-	-	-
6100 COURIER	22	200	178	300	278
6110 TELEPHONE/FAX	1,926	1,967	41	2,950	1,024
6120 PUBL./SUBSCRIPTIONS	-	-	-	-	-
6130 COMPUTER HARDWARE	-	1,280	1,280	1,920	1,920
6150 MEETING EXPENSES	948	1,280	332	1,920	972
6170 PROMOTION	22,181	19,928	(2,253)	20,000	(2,181)
8010 OPERATIONAL MAT/SUPP	-	-	-	-	-
8100 PROFESSIONAL SERVICES	269,455	269,455	-	388,763	119,308
8150 GRANTS/SUBS TO ORG	303,336	303,336	-	330,000	26,664
<b>Total expended to date</b>	<b>\$ 776,224</b>	<b>\$ 861,712</b>	<b>\$ 85,488</b>	<b>\$ 1,143,074</b>	<b>\$ 366,850</b>

  
 Departmental

  
 Finance

Finance	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 1,270,521	\$ 1,327,712	\$ 57,191	\$ 2,029,101	\$ 758,580
6010 BENEFITS	245,751	296,353	50,602	445,186	199,435
6020 TRAINING/EDUCATION	7,163	17,133	9,970	25,700	18,537
6030 TRAVEL/CONFERENCES	12,057	16,667	4,609	25,000	12,943
6040 PROF MEM/DUES & FEES	4,514	4,080	(434)	4,080	(434)
6050 OFFICE SUPPLIES	7,066	13,167	6,100	19,750	12,684
6060 OFFICE EQUIPMENT	10,318	8,715	(1,603)	11,950	1,632
6070 PHOTOCOPY SUPPLIES	5,836	4,533	(1,303)	8,750	2,914
6080 ADVERTISING	24,999	36,667	11,668	55,000	30,001
6090 POSTAGE	119,346	104,000	(15,346)	156,000	36,654
6100 COURIER	17,435	20,000	2,565	30,000	12,565
6110 TELEPHONE/FAX	17,005	20,867	3,862	31,300	14,295
6130 COMPUTER HARDWARE	5,034	12,800	7,766	19,200	14,166
6140 COMPUTER SOFTWARE	-	34,051	34,051	51,077	51,077
6160 LIABILITY INSURANCE	190,187	175,333	(14,854)	263,000	72,813
6180 COST RECOVERY	(297,247)	(231,333)	65,913	(347,000)	(49,753)
8010 OPERATIONAL MAT/SUPP	3,552	4,667	1,115	7,000	3,448
8100 PROFESSIONAL SERVICE	52,234	52,267	32	55,000	2,766
8110 CONTRACTS/AGREEMENTS	58,503	55,167	(3,337)	82,750	24,247
8120 LEASES	3,318	4,333	1,015	6,500	3,182
8180 TAX EXEPT/WRITE OFF	27,250	26,667	(583)	40,000	12,750
<b>Total expended to date</b>	<b>\$ 1,784,844</b>	<b>\$ 2,003,845</b>	<b>\$ 219,001</b>	<b>\$ 3,019,344</b>	<b>\$ 1,234,500</b>

*Darcia Durham*  
 Departmental


*Jennifer Campbell*  
 Finance

LEGAL

INCOME STATEMENT

NOVEMBER 30, 2014

Legal	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 149,214	\$ 186,514	\$ 37,300	\$ 284,913	\$ 135,699
6010 BENEFITS	24,587	37,655	13,068	56,810	32,223
6020 TRAINING/EDUCATION	3,073	5,083	2,010	6,500	3,427
6030 TRAVEL/CONFERENCES	7,861	8,500	639	8,500	639
6040 PROF MEM/DUES & FEES	4,244	6,200	1,956	6,200	1,956
6050 OFFICE SUPPLIES	418	2,333	1,916	3,500	3,082
6060 OFFICE EQUIPMENT	1,940	4,200	2,260	4,200	2,260
6070 PHOTOCOPY SUPPLIES	1,785	1,667	(119)	2,500	715
6080 ADVERTISING	122	667	544	1,000	878
6100 COURIER	199	1,000	801	1,000	801
6110 TELEPHONE/FAX	2,378	2,667	289	4,000	1,622
6120 PUBL./STATUTES	6,893	6,767	(127)	9,000	2,107
6130 COMPUTER HARDWARE	2,142	2,500	358	2,500	358
6140 COMPUTER SOFTWARE	492	1,000	508	1,000	508
6150 MEETING EXPENSE	82	333	252	500	418
6180 COST RECOVERY	-	-	-	-	-
8010 OPERATIONAL MAT/SUPP	-	-	-	-	-
8100 PROFESSIONAL SERVICE	71,818	101,198	29,380	154,500	82,682
<b>Total expended to date</b>	<b>\$ 277,249</b>	<b>\$ 368,283</b>	<b>\$ 91,034</b>	<b>\$ 546,623</b>	<b>\$ 269,374</b>

  
 Departmental

  
 Finance

HUMAN RESOURCES

INCOME STATEMENT

NOVEMBER 30, 2014

Human Resources	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 355,315	\$ 346,819	\$ (8,496)	\$ 524,276	\$ 168,961
6010 BENEFITS	526,520	534,110	7,590	776,294	249,774
6020 TRAINING/EDUCATION	1,005	4,000	2,995	6,000	4,995
6030 TRAVEL/CONFERENCES	9,254	13,231	3,977	16,250	6,996
6040 PROF MEM/DUES & FEES	727	1,153	427	1,730	1,003
6050 OFFICE SUPPLIES	5,593	10,467	4,873	15,700	10,107
6060 OFFICE EQUIPMENT	1,795	2,500	705	2,500	705
6080 ADVERTISING	2,814	4,087	1,274	5,000	2,186
6110 TELEPHONE/FAX	5,179	6,667	1,488	10,000	4,821
6120 PUBL/SUBSCRIPTIONS	176	2,065	1,890	2,400	2,224
6130 COMPUTER HARDWARE	105	4,000	3,895	4,000	3,895
6150 MEETING EXPENSE	474	1,333	860	2,000	1,526
8010 OPERATIONAL MAT/SUPP	-	-	-	-	-
8100 PROFESSIONAL SERVICE	105,077	187,000	81,923	280,500	175,423
8110 CONTRACTS/AGREEMENTS	3,077	8,333	5,256	12,500	9,423
<b>Total expended to date</b>	<b>\$ 1,017,111</b>	<b>\$ 1,125,768</b>	<b>\$ 108,657</b>	<b>\$ 1,659,150</b>	<b>\$ 642,039</b>

  
 Departmental

  
 Finance

Technology/Communications	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 263,878	\$ 295,494	\$ 31,616	\$ 451,392	\$ 187,514
6010 BENEFITS	50,435	60,449	10,014	91,231	40,796
6020 TRAINING/EDUCATION	77	14,400	14,323	18,000	17,923
6030 TRAVEL/CONFERENCES	12,094	13,333	1,240	20,000	7,906
6040 PROF MEM/DUES & FEES	-	667	667	1,000	1,000
6050 OFFICE SUPPLIES	1,674	2,244	570	3,000	1,326
6060 OFFICE EQUIPMENT	-	2,200	2,200	3,000	3,000
6080 ADVERTISING	893	500	(393)	500	(393)
6100 COURIER	103	200	97	300	197
6110 TELEPHONE/FAX	39,545	50,000	10,455	75,000	35,455
6120 PUBL./SUBSCRIPTIONS	-	667	667	1,000	1,000
6130 COMPUTER HARDWARE	21,046	86,667	65,621	130,000	108,954
6140 COMPUTER SOFTWARE	66,673	126,667	59,993	190,000	123,327
6150 MEETING EXPENSE	572	500	(72)	500	(72)
8010 OPERATIONAL MAT/SUPP	-	-	-	-	-
8110 CONTRACTS/AGREEMENTS	8,165	9,821	1,655	42,000	33,835
8120 LEASES SAP	5,420	6,333	913	95,000	89,580
8130 LICENSES/PERMITS	-	-	-	94,000	94,000
<b>Total expended to date</b>	<b>\$ 470,576</b>	<b>\$ 670,142</b>	<b>\$ 199,565</b>	<b>\$ 1,215,923</b>	<b>\$ 745,347</b>

*Daria Durham*  
 Departmental

*James Campbell*  
 Finance

Municipal Clerk	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 149,002	\$ 152,143	\$ 3,141	\$ 232,411	\$ 83,409
6010 BENEFITS	27,456	34,273	6,817	50,530	23,074
6020 TRAINING/EDUCATION	993	3,789	2,796	5,500	4,507
6030 TRAVEL/CONFERENCES	2,717	4,628	1,911	6,500	3,783
6040 PROF MEM/DUES & FEES	443	483	40	650	207
6050 OFFICE SUPPLIES	1,111	8,000	6,889	12,000	10,889
6060 OFFICE EQUIPMENT	1,334	12,750	11,416	12,750	11,416
6070 PHOTOCOPY SUPPLIES	9,166	12,813	3,647	19,220	10,054
6080 ADVERTISING	-	1,000	1,000	1,500	1,500
6100 COURIER	268	1,280	1,012	1,920	1,652
6110 TELEPHONE/FAX	1,629	3,000	1,371	4,500	2,871
6120 PUBL./SUBSCRIPTIONS	1,392	2,100	708	2,100	708
6140 COMPUTER SOFTWARE	3,724	4,667	943	7,000	3,276
6180 COST RECOVERY	0	-	-	-	-
8110 CONTRACTS/AGREEMENTS	13,141	100,000	86,859	100,000	86,859
<b>Total expended to date</b>	<b>\$ 212,376</b>	<b>\$ 340,926</b>	<b>\$ 128,551</b>	<b>\$ 456,581</b>	<b>\$ 244,205</b>

  
 Departmental

  
 Finance

Fiscal Services	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
9010 INT SHRT TERM BORROW	\$ 197,642	\$ 300,000	\$ 102,358	\$ 450,000	\$ 252,358
9020 INT ON DEBT	2,504,851	2,528,990	24,139	2,528,990	24,139
9051 PRINC ON DEBT	12,296,208	12,297,879	1,671	12,297,879	1,671
9090 BANK CHARGES	54,056	57,333	3,277	86,000	31,944
9430 APPROP TO B.I.D.C.	59,187	56,667	(2,520)	85,000	25,813
9600 PROV. CORRECTIONS	735,146.64	735,146.67	0	1,102,720.00	367,573.36
9610 CB REG. HOUSING	1,312,919	1,312,919	(0)	1,969,379	656,460
9620 REGIONAL LIBRARY	438,814	446,667	7,852	670,000	231,186
9630 CB/VIC. SCHOOL BOARD	8,475,820	8,475,849	29	12,713,774	4,237,954
9640 PROPERTY ASSESSMENT	916,475	946,667	30,191	1,420,000	503,525
<b>Total expended to date</b>	<b>\$ 26,991,120</b>	<b>\$ 27,158,118</b>	<b>\$ 166,998</b>	<b>\$ 33,323,742</b>	<b>\$ 6,332,622</b>

*Daria Durham*  
 Departmental

*Janifer Campbell*  
 Finance

**Occupational Health Safety Income Statement**

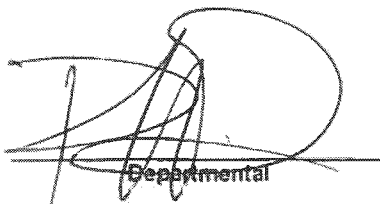
**November 30, 2014**

<b>Occupational Health &amp; Safety</b>	<b>Year to date Expended</b>	<b>8 Month Budget</b>	<b>8 Month Budget Variance</b>	<b>Annual Budget</b>	<b>Annual Budget Remaining</b>
6000 WAGES/SALARIES	\$ 81,750	\$ 92,900	\$ 11,150	\$ 141,912	\$ 60,162
6010 BENEFITS	15,280	19,357	4,077	28,334	13,054
6020 TRAINING/EDUCATION	1,917	2,900	983	4,350	2,433
6030 TRAVEL/CONFERENCES	3,107	7,000	3,893	10,500	7,393
6040 PROF MEM/DUES & FEES	-	377	377	565	565
6050 OFFICE SUPPLIES	1,544	2,000	456	3,000	1,456
6080 ADVERTISING	72	-	(72)	-	(72)
6110 TELEPHONE/FAX	1,790	2,250	460	3,375	1,585
6120 PUBL/SUBSCRIPTIONS	216	1,333	1,118	2,000	1,784
6130 COMPUTER HARDWARE	-	1,333	1,333	2,000	2,000
6140 COMPUTER SOFTWARE	-	333	333	500	500
6150 MEETING EXPENSES	1,036	1,667	631	2,500	1,464
8010 OPERATIONAL MAT/SUPP	-	-	-	-	-
8100 PROFESSIONAL SERVICE	1,642	3,667	2,025	5,500	3,858
<b>Total expended to date</b>	<b>\$ 108,354</b>	<b>\$ 135,117</b>	<b>\$ 26,764</b>	<b>\$ 204,536</b>	<b>\$ 96,182</b>

*Karen Butterworth*  
 Departmental


*Jennifer Campbell*  
 Finance

	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 877,749	\$ 829,746	\$ (48,003)	\$ 1,314,321	\$ 436,572
6010 BENEFITS	147,639	149,609	1,970	234,082	86,443
6020 TRAINING	163	1,667	1,503	2,500	2,337
6030 TRAVEL/CONFERENCES	2,521	2,667	146	4,000	1,479
6040 PROF MEM/DUES & FEES	65	500	435	500	435
6050 OFFICE SUPPLIES	872	3,667	2,795	5,500	4,628
6060 OFFICE EQUIPMENT	1,940	1,667	(273)	2,500	560
6070 PHOTOCOPY SUPPLIES	398	-	(398)	-	(398)
6080 ADVERTISING	10,507	6,667	(3,840)	10,000	(507)
6090 POSTAGE	-	-	-	-	-
6100 COURIER	321	1,000	679	1,500	1,179
6110 TELEPHONE/FAX	13,292	19,933	6,641	29,900	16,608
6130 COMPUTER HARDWARE	626	1,333	708	2,000	1,374
6140 COMPUTER SOFTWARE	25,172	54,667	29,495	82,000	56,828
6150 MEETING EXPENSES	219	-	(219)	-	(219)
6160 LIABILITY INSURANCE	12,821	18,667	5,846	28,000	15,179
6170 PROMOTION	-	-	-	-	-
6180 COST RECOVERY	-	-	-	-	-
7000 HEAT	28,830	33,083	4,253	49,000	20,170
7010 ELECTRICAL	252,136	268,000	15,865	402,000	149,865
7020 WATER	20,496	28,333	7,837	42,500	22,004
7030 BLDG/FACILITY MAINT	74,794	93,781	18,987	140,000	65,206
7040 BLDG/FACILITY REPAIR	42,294	51,600	9,306	75,000	32,706
7050 BLDG/FACILITY INS	12,964	12,867	(98)	19,300	6,336
7060 BLDG/FACILITY RENOV	22,557	10,000	(12,557)	15,000	(7,557)
7070 BLDG/FACILITY RENTAL	-	-	-	-	-
7080 PLANT MAINTENANCE	9,955	13,333	3,378	23,000	13,045
7090 PLANT REPAIRS	-	-	-	-	-
7110 SECURITY	45,880	43,333	(2,546)	65,000	19,120
7500 VEH/EQUIP MAINT	-	667	667	1,000	1,000
7510 VHE/EQUIP REPAIRS	5,733	8,333	2,600	12,500	6,767
7520 VEH/EQUIP INSURANCE	1,710	2,367	656	3,550	1,840
7540 VEH/EQUIP RENTAL	2,500	2,500	(0)	2,500	(0)
7550 VEH/EQUIP TOWING	-	-	-	-	-
8000 OPERATIONAL EQUIPMENT	900	3,333	2,433	5,000	4,100
8010 OPERATIONAL MAT/SUPP	41,711	86,133	44,422	120,000	78,289
8020 MAINTENANCE EQUIP	-	-	-	-	-
8030 MAINTENANCE MAT/SUPP	-	-	-	-	-
8040 COMM EQUIPMENT LINES	4,631	-	(4,631)	-	(4,631)
8050 COST OF SALES	247,418	244,333	(3,084)	366,500	119,082
8090 UNIFORMS/CLOTHING	6,646	7,667	1,021	11,500	4,854
8100 PROFESSIONAL SERVICE	2,086	6,667	4,581	10,000	7,914
8110 CONTRACTS/AGREEMENTS	9,925	28,000	18,075	42,000	32,075
8130 LICENSES/PERMITS	609	333	(275)	500	(109)
8150 GRANTS/SUBS TO ORG	46	-	(46)	-	(46)
9090 BANK CHARGES	-	-	-	-	-
<b>Total expended to date</b>	<b>\$ 1,928,126</b>	<b>\$ 2,036,453</b>	<b>\$ 108,327</b>	<b>\$ 3,122,653</b>	<b>\$ 1,194,527</b>

  
Departmental

  
Finance

	Year to date Assigned	6 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
GL 5001 Ice Rentals	\$ 111,333	\$ 215,250	\$ 103,917	\$ 685,000	\$ 573,667
GL 5002 Public Skating	4,064	4,700	636	18,500	14,436
GL 5003 High School Hockey	2,609	15,758	13,149	32,000	29,391
GL 5004 Arena Rental	5,681	20,875	15,194	29,000	23,319
GL 5005 Gym Rental	11,755	12,000	245	18,000	6,245
GL 5006 Canteen Sales	100,115	159,690	59,575	383,500	283,385
GL 5009 Major Events	40,540	154,316	113,776	200,000	159,460
GL 5010 Other Revenue	149,677	178,277	28,600	350,000	200,323
GL 5010 Advertising Revenue	4,000	-	(4,000)	-	(4,000)
GL 5033 Program Equipment	14,181	33,006	18,826	38,500	24,319
GL 5032 Special Event Revenu	-	-	-	-	-
GL 5034 Facility Rentals	80,544	64,750	(15,794)	100,000	19,456
<b>TOTAL C200</b>	<b>\$ 524,499</b>	<b>\$ 858,621</b>	<b>\$ 334,122</b>	<b>\$ 1,854,500</b>	<b>\$ 1,330,001</b>



Departmental



Finance

FIRE SERVICES INCLUDING EMO

INCOME STATEMENT

NOVEMBER 30, 2014

Fire Services Including EMO	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 3,181,344	\$ 3,285,370	\$ 104,026	\$ 4,920,102	\$ 1,738,758
6010 BENEFITS	623,141	639,680	16,539	933,752	310,611
6011 MISC. BENEFITS	94,500	95,207	707	129,160	34,660
6020 TRAINING/EDUCATION	29,129	95,636	66,507	138,774	109,645
6030 TRAVEL/CONFERENCES	26,882	24,681	(2,221)	33,050	6,168
6040 PROF MEM/DUES & FEES	7,636	4,067	(3,570)	9,334	1,698
6050 OFFICE SUPPLIES	5,768	7,033	1,265	10,800	5,032
6060 OFFICE EQUIPMENT	6,465	5,450	(1,015)	5,450	(1,015)
6070 PHOTOCOPY SUPPLIES	-	-	-	-	-
6080 ADVERTISING	1,819	5,234	3,415	11,850	10,031
6100 COURIER	330	300	(30)	450	120
6110 TELEPHONE/FAX	24,845	27,982	3,137	68,846	44,001
6120 PUBL./SUBSCRIPTIONS	112	533	421	2,300	2,188
6130 COMPUTER HARDWARE	10,162	8,507	(1,655)	8,507	(1,655)
6140 COMPUTER SOFTWARE	9,426	7,437	(1,988)	10,908	1,480
6150 MEETING EXPENSES	1,741	1,689	(72)	3,304	1,563
6160 LIABILITY INSURANCE	-	-	-	-	-
6170 PROMOTION	24,211	15,333	(8,878)	36,000	11,789
6180 COST RECOVERY	-	-	-	-	-
7000 HEAT	38,782	77,141	38,379	115,705	76,943
7010 ELECTRICAL	32,125	43,317	11,192	68,100	35,975
7020 WATER	11,698	11,554	(144)	24,508	12,810
7030 BLDG/FACILITY MAINT	42,311	36,667	(5,644)	55,000	12,689
7040 BLDG/FACILITY REPAIR	2,102	14,267	12,165	21,400	19,299
7050 BLDG/FACILITY INS	5,229	5,330	101	8,257	3,028
7060 BLDG/FACILITY RENOV	-	-	-	-	-
7070 BLDG/FACILITY RENTALS	3,442	3,200	(242)	-	(3,442)
7080 PLANT MAINTENANCE	-	267	267	400	400
7500 VEH/EQUIP MAINT.	68,433	58,883	(9,550)	90,545	22,112
7505 GASOLINE/DIESEL	56,054	59,205	3,151	78,907	22,853
7510 VEH/EQUIP REPAIRS	-	2,667	2,667	32,230	32,230
7520 VEH/EQUIP INSURANCE	45,758	47,505	1,746	60,450	14,692
7530 VEH/EQUIP REPLACEMENT	16,474	30,000	13,526	80,000	63,526
7540 VEH/EQUIP RENTAL	150	200	50	200	50
7550 VEH/EQUIP TOWING	725	-	(725)	-	(725)
7580 VEH/EQUIP GEN SUPPLY	17,285	16,000	(1,285)	16,000	(1,285)
8000 OPERATIONAL EQUIP	112,430	158,119	45,690	287,879	175,449
8010 OPERATIONAL MAT/SUPP	17,755	23,607	5,852	44,330	26,575
8020 MAINTENANCE EQUIP	19,790	667	(19,123)	17,600	(2,190)
8030 MAINTENANCE MAT/SUPP	-	-	-	-	-
8040 COMM EQUIPMENT LINES	4,547	6,133	1,586	39,200	34,653
8060 PROGRAM INSTRUCTION	-	-	-	-	-
8090 UNIFORMS/CLOTHING	27,619	40,934	13,315	70,902	43,283
8100 PROFESSIONAL SERVICE	500	-	(500)	-	(500)
8110 CONTRACTS/AGREEMENTS	22,867	23,803	936	70,132	47,265
8120 LEASES	36,981	30,935	(6,046)	80,896	43,915
8130 LICENSES/PERMITS	16,394	17,323	929	17,323	929
8135 REGULATORY FEES	-	-	-	-	-
8150 GRANTS/SUBS TO ORG	1,559,893	1,773,443	213,550	1,584,252	24,359
8195 WATER SUPPLY & HYDR	4,643,839	4,643,839	0	6,965,758	2,321,919
<b>Total expended to date</b>	<b>\$ 10,850,672</b>	<b>\$ 11,349,103</b>	<b>\$ 498,431</b>	<b>\$ 16,152,559</b>	<b>\$ 5,301,887</b>

  
 Departmental

  
 Finance

FIRE SERVICES

INCOME STATEMENT

NOVEMBER 30, 2014

Fire Services Revenue	Year to date Assigned	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
4776 PROT. SERV. MEMBERTOU	227,618	227,618	(0)	341,427	113,809
<b>Total Revenue to date</b>	<b>\$ 227,618</b>	<b>\$ 227,618</b>	<b>\$ (0)</b>	<b>\$ 341,427</b>	<b>\$ 113,809</b>

  
Departmental

  
Finance

**Engineering and Public Works Actuals to November 30, 2014**

	Actual & Committed		Budget		Variance	Total Annual	Annual Budget		% of Annual
	Y-T-D	Nov 30, 2014	Y-T-D	Nov 30, 2014			Nov 30, 2014	Remaining	
<b>REVENUE</b>									
TRANSIT	\$ 639,246.68	\$ 681,333.38	\$ 42,086.70	\$ 1,022,000.00	\$ 382,753.32	62.55%			
SOLIDWASTE TIP FEES	\$ 1,439,467.20	\$ 1,333,333.33	(106,133.87)	\$ 2,000,000.00	\$ 560,532.80	71.97%			
SOLIDWASTE COST RECOVERIES	\$ 308,214.74	\$ 244,666.67	(63,548.07)	\$ 367,000.00	\$ 58,785.26	83.98%			
SEWER PERMIT FEES	\$ 63,607.00	\$ 136,000.01	72,393.01	\$ 140,000.00	\$ 76,393.00	45.43%			
BUILDINGS	\$ 368,514.71	\$ 384,000.01	15,485.30	\$ 576,000.00	\$ 207,485.29	63.98%			
MISCELLANEOUS REVENUE	\$ -	\$ -	-	\$ -	\$ -	0.00%			
WATER UTILITY ADMIN FEE	\$ 3,301,006.64	\$ 3,301,006.67	0.03	\$ 4,951,510.00	\$ 1,650,503.36	66.67%			
<b>TOTAL PW REVENUES</b>	<b>\$ 6,120,056.97</b>	<b>\$ 6,080,340.07</b>	<b>(39,716.90)</b>	<b>\$ 9,056,510.00</b>	<b>\$ 2,936,453.03</b>	<b>67.58%</b>			

	Actual & Committed		Budget		Variance	Total Annual	Annual Budget		% of Annual
	Y-T-D	Nov 30, 2014	Y-T-D	Nov 30, 2014			Nov 30, 2014	Remaining	
<b>EXPENDITURES</b>									
ADMINISTRATION	\$ 4,168,049.21	\$ 4,267,473.16	99,423.95	\$ 6,254,744.98	\$ 2,086,695.77	66.64%			
ENGINEERING	\$ 430,493.98	\$ 453,370.43	22,876.45	\$ 691,374.71	\$ 260,880.73	62.27%			
CENTRAL DIVISION	\$ 3,492,168.99	\$ 3,569,247.46	77,078.47	\$ 6,148,642.94	\$ 2,656,473.95	56.80%			
EAST DIVISION	\$ 3,267,285.84	\$ 3,568,098.12	300,812.28	\$ 5,562,296.72	\$ 2,295,010.88	58.74%			
NORTH DIVISION	\$ 1,740,950.86	\$ 1,874,811.99	133,861.13	\$ 2,913,957.00	\$ 1,173,006.14	59.75%			
SOLID WASTE	\$ 7,999,307.25	\$ 7,584,829.56	(414,477.69)	\$ 11,375,975.29	\$ 3,376,668.04	70.32%			
MECHANICAL FLEET	\$ 2,609,161.24	\$ 2,795,679.49	186,518.25	\$ 4,210,676.55	\$ 1,601,515.31	61.97%			
TRANSIT	\$ 2,039,562.62	\$ 2,078,185.03	38,622.41	\$ 3,098,518.80	\$ 1,058,956.18	65.82%			
PARKS & GROUNDS	\$ 1,624,099.31	\$ 1,538,410.87	(85,688.44)	\$ 2,317,209.28	\$ 693,109.97	70.09%			
BUILDINGS	\$ 1,926,407.02	\$ 2,156,671.20	230,264.18	\$ 3,327,053.39	\$ 1,400,646.37	57.90%			
QUALITY CONTROL	\$ 1,679,966.17	\$ 1,634,513.35	(45,452.82)	\$ 2,375,762.37	\$ 695,796.20	70.71%			
LIBRARIES	\$ 36,719.02	\$ 49,478.81	12,759.79	\$ 74,400.00	\$ 37,680.98	49.35%			
<b>TOTAL PW EXPENDITURES</b>	<b>\$ 31,014,171.51</b>	<b>\$ 31,570,769.47</b>	<b>556,597.96</b>	<b>\$ 48,350,612.03</b>	<b>\$ 17,336,440.52</b>	<b>64.14%</b>			

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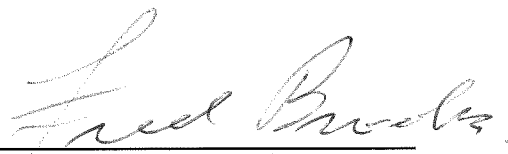
*B. Swartz*  
 Director of Engineering & Public Works

*Quiter Campbell for*  
 Director of Finance

RECREATION CULTURAL SERVICES INCOME STATEMENT

NOVEMBER 30, 2014

Recreation/Cultural Services	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 362,246	\$ 451,101	\$ 88,855	\$ 687,767	\$ 325,521
6010 BENEFITS	75,130	95,865	20,735	142,949	67,819
6011 STUDENT WAGES/BENEFITS	256,656	228,897	(27,759)	228,897	(27,759)
6020 TRAINING/EDUCATION	3,413	3,000	(413)	3,000	(413)
6030 TRAVEL/CONFERENCES	28,952	29,000	48	36,000	7,048
6040 PROF MEM/DUES & FEES	2,471	3,500	1,029	3,500	1,029
6050 OFFICE SUPPLIES	4,000	7,458	3,458	10,000	6,000
6060 OFFICE EQUIPMENT	2,906	8,000	5,094	8,000	5,094
6080 ADVERTISING	64,100	69,364	5,263	100,000	35,900
6110 TELEPHONE/FAX	11,223	16,493	5,270	24,740	13,517
6120 PUBL./SUBSCRIPTIONS	239	398	159	500	261
6130 COMPUTER HARDWARE	2,024	6,544	4,520	6,544	4,520
6160 LIABILITY INSURANCE	4,606	13,333	8,728	20,000	15,394
6170 PROMOTION	-	-	-	-	-
6180 COST RECOVERY	-	-	-	-	-
7070 BLDG/FACILITY RENTAL	12,883	12,000	(883)	12,000	(883)
8000 OPERATIONAL MAT/SUPPLY	178,272	150,000	(28,272)	150,000	(28,272)
8025 COMMUNITY EVENTS	403,163	367,500	(35,663)	367,500	(35,663)
8150 SCHOLORSHIPS	19,960	19,960	-	20,710	750
8160 SPECIAL EVENTS & FESTIVALS	258,897	259,841	944	371,762	112,865
8170 OPERATING GRANTS POLICY	716,702	716,702	-	780,500	63,798
<b>Total expended to date</b>	<b>\$ 2,407,842</b>	<b>\$ 2,458,956</b>	<b>\$ 51,114</b>	<b>\$ 2,974,369</b>	<b>\$ 566,527</b>

  
 Departmental

  
 Finance

Recreation/Cultural Services	Year to date Assigned	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
5031 PROGRAM REVENUE	\$ 28,523	\$ 58,697	\$ 30,173	\$ 88,045	\$ 59,522
5034 FACILITY RENTALS	13,749	-	(13,749)	-	(13,749)
5526 STUDENT FUNDING	35,360	42,560	7,200	42,560	7,200
	<b>\$ 77,632</b>	<b>\$ 101,257</b>	<b>\$ 23,625</b>	<b>\$ 130,605</b>	<b>\$ 52,973</b>

  
 Departmental

  
 Finance

Cape Breton Regional Municipality Water Utility  
Statement of Operations to November 2014

Revenue	Actual Y-T-D November 30, 2014	Budget Y-T-D November 30, 2014	Variance Y-T-D November 30, 2014	Total Annual Budget 2014-2015
Operating:				
Metered Sales	\$ 11,129,411.00	\$ 11,233,334.00	\$ 103,923.00	16,850,000.00
Public Fire Protection	\$ 4,643,839.00	\$ 4,643,839.00	\$ -	6,965,758.00
Interest on Overdue Accounts	\$ 136,845.00	\$ 183,334.00	\$ 46,489.00	275,000.00
Other Operating Revenue	\$ 6,823.00	\$ 13,334.00	\$ 6,511.00	20,000.00
<b>Total Operating Revenue</b>	<b>\$ 15,916,918.00</b>	<b>\$ 16,073,841.00</b>	<b>\$ 156,923.00</b>	<b>24,110,758.00</b>
<b>Expenditures</b>				
Operating Expenses				
Source of Supply	\$ 213,826.00	\$ 406,667.00	\$ 192,841.00	610,000.00
Power and Pumping	\$ 1,143,333.00	\$ 1,323,334.00	\$ 180,001.00	1,985,000.00
Water Treatment	\$ 2,267,314.00	\$ 2,523,600.00	\$ 256,286.00	3,785,400.00
Transmission & Distribution	\$ 2,618,008.00	\$ 3,086,400.00	\$ 468,392.00	4,629,600.00
Administration & General	\$ 1,793,605.00	\$ 2,096,667.00	\$ 303,062.00	3,145,000.00
Depreciation	\$ 1,417,072.00	\$ 1,417,067.00	\$ (5.00)	2,125,600.00
Taxes	\$ 2,010,037.00	\$ 1,466,667.00	\$ (543,370.00)	2,200,000.00
<b>Total Operating Expenses</b>	<b>\$ 11,463,195.00</b>	<b>\$ 12,320,402.00</b>	<b>\$ 857,207.00</b>	<b>\$ 18,480,600.00</b>
<b>Operating Profit/(Loss)</b>	<b>\$ 4,453,723.00</b>	<b>\$ 3,753,439.00</b>	<b>\$ (700,284.00)</b>	<b>\$ 5,630,158.00</b>

	Actual Y-T-D November 30, 2014	Budget Y-T-D November 30, 2014	Variance Y-T-D November 30, 2014	Total Annual Budget 2014-2015
<b>Non Operating Revenue</b>				
Debt Charge Income	\$ 126,667.00	\$ 126,667.00	\$ -	190,000.00
Interest Income	\$ 2,020,785.00	\$ 1,666,666.00	\$ (354,119.00)	2,500,000.00
Transfer from Depreciation	\$ 1,049,108.00	\$ 1,166,666.00	\$ 117,558.00	1,750,000.00
Total Non Operating Revenue	\$ 21,328.00	\$ 21,334.00	\$ 6.00	32,000.00
<b>Non Operating Expenses</b>				
Short term interest charges	\$ 100,000.00	\$ 100,000.00	\$ -	150,000.00
<b>Debt Charges</b>				
Principle	\$ 400,000.00	\$ 266,667.00	\$ (133,333.00)	400,000.00
Interest	\$ 250,000.00	\$ 166,667.00	\$ (83,333.00)	250,000.00
Amortization of Debt Discount				
Capital Expenditures out of operations				
<b>New Debt</b>				
Principle				
Interest				
Appropriation - Rolling stock -Fleet				
Total Non Operating Expenses	\$ 3,967,888.00	\$ 3,514,667.00	\$ (453,221.00)	\$ 5,272,000.00
Non- Operating Profit/Loss	\$ 3,967,888.00	\$ 3,514,667.00	\$ (453,221.00)	\$ 5,272,000.00
TOTAL UTILITY REVENUES (OPERATING & NON-OPERAT)	\$ 15,916,918.00	\$ 16,073,841.00	\$ 156,923.00	\$ 23,752,600.00
TOTAL UTILITY EXPENSES (OPERATING & NON-OPERAT)	\$ 15,431,083.00	\$ 15,835,069.00	\$ 403,986.00	\$ 23,752,600.00
<b>CBRM WATER UTILITY PROFIT/(LOSS)</b>	\$ 485,835.00	\$ 238,772.00	\$ (247,063.00)	\$ 358,158.00

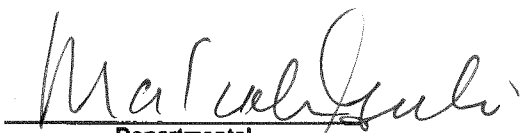
Prepared by Jessy Sampson  
Review by James Jones  
Date Jan 2, 2015

PLANNING/BYLAW/FIRE  
INSPECTION

INCOME STATEMENT

NOVEMBER 30, 2014

Planning / ByLaw / Fire Inspection	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 739,314	\$ 903,889	\$ 164,575	\$ 1,377,961	\$ 638,647
6010 BENEFITS	151,425	189,914	38,489	282,294	130,869
6020 TRAINING/EDUCATION	7,861	14,000	6,139	21,000	13,139
6030 TRAVEL/CONFERENCES	15,970	20,000	4,030	30,000	14,030
6040 PROF MEM/DUES & FEES	4,043	4,733	690	7,100	3,057
6050 OFFICE SUPPLIES	10,568	12,333	1,766	18,500	7,932
6060 OFFICE EQUIPMENT	3,359	9,667	6,307	14,500	11,141
6070 PHOTOCOPY SUPPLIES	129	667	538	1,000	871
6080 ADVERTISING	17,442	14,333	(3,109)	21,500	4,058
6100 COURIER	289	333	45	500	211
6110 TELEPHONE/FAX	13,014	16,000	2,986	24,000	10,986
6120 PUBL./SUBSCRIPTIONS	355	1,467	1,111	2,200	1,845
6130 COMPUTER HARDWARE	1,673	9,667	7,994	14,500	12,827
6140 COMPUTER SOFTWARE	7,231	10,667	3,435	16,000	8,769
6150 MEETING EXPENSE	737	3,467	2,730	5,200	4,463
6180 COST RECOVERY	-	-	-	-	-
7040 BLDG/FACILITY REPAIR	-	2,667	2,667	4,000	4,000
7130 DEMOLITIONS	-	80,000	80,000	120,000	120,000
7500 VEH/EQUIP MAINT.	7,850	7,500	(350)	7,500	(350)
7505 GASOLINE & DIESEL	7,578	9,333	1,755	14,000	6,422
8000 OPERATIONAL EQUIPMENT	4,408	6,667	2,259	10,000	5,593
8010 OPERATIONAL MAT/SUPP	1,694	2,667	973	4,000	2,306
8090 UNIFORMS / CLOTHING	7,002	8,000	998	8,000	998
8100 PROFESSIONAL SERVICE	16,564	20,000	3,436	30,000	13,436
8110 CONTRACTS/AGREEMENTS	301,694	353,863	52,169	511,880	210,186
8130 LICENSES/PERMITS	59,443	58,000	(1,443)	58,000	(1,443)
8135 REGULATORY FEES	11,426	16,000	4,574	24,000	12,574
8150 GRANTS /SUBS TO ORG	36,358	34,000	(2,358)	51,000	14,642
<b>Total expended to date</b>	<b>\$ 1,427,428</b>	<b>\$ 1,809,832</b>	<b>\$ 382,404</b>	<b>\$ 2,678,635</b>	<b>\$ 1,251,207</b>

  
Departmental

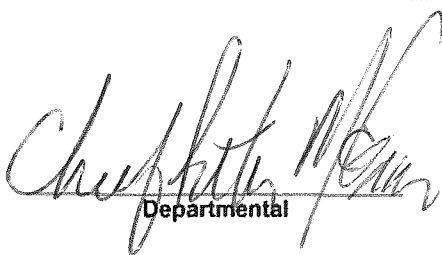
  
Finance

	Year to date Assigned	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
<b>Bylaw Revenue</b>					
5112 Vendor Licenses	\$ 7,725	\$ 5,667	\$ 2,058	\$ 8,500	\$ 775
5113 Animal Licenses	7,222	-	7,222	-	(7,222)
5114 Taxi Licenses	13,407	12,000	1,407	18,000	4,594
5115 Vending Machine Licenses	7,870	6,667	1,203	10,000	2,130
5301 Parking Meter Revenue	231,806	230,000	1,806	345,000	113,194
<b>Total Bylaw Revenue</b>	<b>\$ 268,029</b>	<b>\$ 254,333</b>	<b>\$ 13,696</b>	<b>\$ 381,500</b>	<b>\$ 113,471</b>
<b>Development / Planning Revenue</b>					
5426 911 Call Answer Transfers	\$ 21,200	\$ 21,200	\$ -	\$ 31,800	\$ 10,600
5496 Mapping Sales	115	667	(552)	1,000	885
5495 Other Sales	3,479	1,667	1,812	2,500	(979)
5101 Building Permits	180,260	\$ 218,667	(38,407)	328,000	147,740
5102 Subdivision Fees	31,160	35,333	(4,173)	53,000	21,840
<b>Total Develop / Planning Rev</b>	<b>\$ 236,213</b>	<b>\$ 277,533</b>	<b>\$ (41,320)</b>	<b>\$ 416,300</b>	<b>\$ 180,087</b>
<b>Total Bylaw / Dev / Planning Revenue</b>	<b>\$ 504,242</b>	<b>\$ 531,867</b>	<b>\$ (27,625)</b>	<b>\$ 797,800</b>	<b>\$ 293,558</b>

  
 Departmental

  
 Finance

Police Services	Year to date Expended	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 13,590,123	\$ 13,272,578	\$ (317,545)	\$ 19,923,026	\$ 6,332,903
6010 BENEFITS	2,273,004	2,419,376	146,372	3,583,021	1,310,017
6011 WAGE RECOVERY	(542,611)	(498,201)	44,409	(747,302)	(204,691)
NET WAGES & BENEFITS	\$ 15,320,517	\$ 15,193,752	\$ (126,764)	\$ 22,758,745	\$ 7,438,228
6020 TRAINING/EDUCATION	83,516	99,927	16,411	136,556	53,040
6030 TRAVEL/CONFERENCES	79,199	70,000	(9,199)	105,000	25,801
6040 PROF MEM/DUES & FEES	3,208	2,040	(1,168)	2,040	(1,168)
6050 OFFICE SUPPLIES	31,996	35,558	3,562	53,000	21,004
6060 OFFICE EQUIPMENT	39,543	33,333	(6,209)	50,000	10,457
6070 PHOTOCOPY SUPPLIES	10,779	13,600	2,821	20,400	9,621
6080 ADVERTISING	678	3,333	2,655	5,000	4,322
6090 POSTAGE	1,596	1,530	(66)	1,530	(66)
6100 COURIER	3,054	3,333	279	5,000	1,946
6110 TELEPHONE/FAX	219,192	220,267	1,075	330,400	111,208
6120 PUBL./SUBSCRIPTIONS	333	4,000	3,668	6,000	5,667
6130 COMPUTER HARDWARE	93,635	136,667	43,032	200,000	106,365
6140 COMPUTER SOFTWARE	80,674	76,667	(4,007)	115,000	34,326
6150 MEETING EXPENSES	11,068	10,333	(735)	15,500	4,432
6160 LIABILITY INSURANCE	2,571	2,454	(117)	3,681	1,110
6170 PROMOTION	1,630	7,333	5,704	11,000	9,370
7000 HEAT	24,020	33,333	9,313	50,000	25,980
7010 ELECTRICAL	61,514	66,433	4,920	99,650	38,136
7020 WATER	4,124	5,333	1,209	8,000	3,876
7030 BLDG/FACILITY MAINT	31,386	55,380	23,994	71,000	39,614
7040 BLDG/FACILITY REPAIR	29,569	32,667	3,097	49,000	19,431
7050 BLDG/FACILITY INS.	7,869	11,670	3,801	15,280	7,411
7060 BLDG/FACILITY RENOV	12,117	13,333	1,216	20,000	7,883
7070 BLDG/FACILITY RENTAL	45,498	43,333	(2,165)	65,000	19,502
7110 SECURITY	2,328	2,333	5	3,500	1,172
7500 VEH/EQUIP MAINT/GAS/DIESEL	327,645	333,333	5,688	500,000	172,355
7510 VEH/EQUIP REPAIRS	216,652	150,000	(66,652)	225,000	8,348
7520 VEH/EQUIP INSURANCE	33,910	25,383	(8,527)	38,075	4,165
7530 VEH/EQUIP REPLACEMENT	334,305	413,333	79,028	620,000	285,695
7540 VEH/EQUIP RENTAL	1,336	6,000	4,664	9,000	7,664
7550 VEH/EQUIP TOWING	(530)	3,333	3,863	5,000	5,530
7560 VEH/EQUIP GEN SUPPLY	316	6,667	6,351	10,000	9,684
8000 OPERATIONAL EQUIP	60,725	119,000	58,275	178,500	117,775
8010 OPERATIONAL MAT/SUPP	112,243	117,927	5,684	144,840	32,597
8020 MAINTENANCE EQUIP	2,328	2,737	409	3,570	1,242
8030 MAINTENANCE MAT/SUPP	11,989	12,667	677	19,000	7,011
8040 COMM EQUIPMENT LINES	4,249	6,667	2,418	10,000	5,751
8090 UNIFORMS/CLOTHING	98,889	161,667	62,778	242,500	143,611
8100 PROFESSIONAL SERVICE	16,201	60,636	44,435	95,000	78,799
8110 CONTRACTS/AGREEMENTS	14,485	18,700	4,215	21,000	6,516
8120 LEASES	-	6,000	6,000	6,000	6,000
8125 MAJOR INVESTIGATIONS	42,188	66,667	24,479	100,000	57,812
8130 LICENSES/PERMITS	64	5,000	4,936	10,000	9,936
8150 GRANTS/SUBS TO ORG	34,838	50,000	15,162	50,000	15,162
<b>Total Expended to date</b>	<b>\$ 17,513,445</b>	<b>\$ 17,743,661</b>	<b>\$ 230,216</b>	<b>\$ 26,487,767</b>	<b>\$ 8,974,322</b>

  
 Departmental

  
 Finance

Police Services Revenue	Year to date Assigned	8 Month Budget	8 Month Budget Variance	Annual Budget	Annual Budget Remaining
4751 RECORDS INQUIRIES	\$ 18,960	\$ 10,000	\$ (8,960)	\$ 15,000	\$ (3,960)
5151 FINES	281,929	263,333	(18,596)	395,000	113,071
5152 PROVINCIAL FUNDING	1,266,667	1,266,667	0	1,900,000	633,333
<b>Total Revenue to date</b>	<b>\$ 1,567,555</b>	<b>\$ 1,540,000</b>	<b>\$ (27,555)</b>	<b>\$ 2,310,000</b>	<b>\$ 742,445</b>

*Cheryl Ruth McLean*  
 Departmental

*James Campbell*  
 Finance

