

**Cape Breton Regional Municipality**

**Council Meeting**

**AGENDA**

**TUESDAY, MARCH 23<sup>RD</sup>, 2021**

**TIME:**

**6:00 PM**

Centre 200  
Main Concourse  
481 George Street, Sydney, NS

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# Cape Breton Regional Municipality

## Council Meeting

Tuesday, March 23, 2021

6:00 pm

### **AGENDA ITEMS**

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#### Roll Call

#### O' Canada

#### Moment of Silent Reflection

- I. **APPROVAL OF AGENDA:** (Motion Required)
  
2. **PROCLAMATIONS AND RESOLUTIONS:**
  - 2.1 **Purple Day for Epilepsy:**  
Councillor Darren Bruckschwaiger (See page 6)
  
  - 2.2 **Cape Breton Highlanders Memorial Way:**  
Councillor Cyril MacDonald (See page 7)
  
  - 2.3 **Paid Sick Days:** Councillor Gordon MacDonald (See page 8)  
*Note: Introduced at the February 23, 2021 Council Meeting*

Continued...

**Council Meeting Agenda  
March 23, 2021 (Cont'd)**

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**3. DELEGATIONS:**

**3.1 Collaborative Environmental Planning Initiative (CEPI):**

Spokesperson - Stan Johnson, CEPI Coordinator (See page 10)  
and

**Pitupaq:** Spokesperson – Paul Schwartz (See page 27)

**3.2 Develop Nova Scotia - Update on Louisbourg Waterfront Development:**

Spokesperson - Gordon Stevens, VP Finance and CFO (See page 38)

**3.3 Society for the Improvement of Accessible Transportation:** Marcie Shwery-Stanley, Chair (See page 44)

**4. PLANNING ISSUE:**

**4.1 Report on Public Participation Program:**

- a) **Case 1078 - Municipal Planning Strategy Amendment to allow a Medical Clinic at 46 Cottage Road, Sydney (PID 15105133 and 15270382):** Kristen Knudskov, Planner (See page 50)

**5. BUSINESS ARISING:**

**5.1 Council Meeting – February 23, 2021:**

- a) **Public Report: Citizen Appointments to various Committees:**  
Deborah Campbell Ryan, Municipal Clerk (See page 67)

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

**6.1 By-laws:**

- a) **Second / Final Reading – Public Hearing:**
- i) **Tow Truck Licencing By-law (Amendments):** Staff Sergeant Gil Boone (See page 71)
- b) **First Reading:** N/A

Continued...

**Council Meeting Agenda  
March 23, 2021 (Cont'd)**

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**7. FINANCIAL STATEMENTS:** Jennifer Campbell, Chief Financial Officer

**7.1 CBRM to January 31, 2021:** (See page 113)

**For Information Only.**

**7.2 Port of Sydney Development Corporation to January 31, 2021:**  
(See page 137)

**For Information Only.**

**8. Update on Upcoming Meetings:** Mayor Amanda M. McDougall

- **Friday, March 26<sup>th</sup> at 1:30 p.m.** Council Workshop with Engage NS re: Quality of Life Survey – Centre 200 main concourse
- **Monday, March 29<sup>th</sup> at 2:00 p.m.** Board of Police Commissioners – Council Chambers
- **Tuesday, March 30<sup>th</sup> at 9:30 a.m.** Council Meeting Re: Committee Meeting Structure and Schedule - via Zoom
- **Wednesday, March 31<sup>st</sup> at 9:30 a.m.** Council Meeting Re: Sydney Central Library - via Zoom
- **Tuesday, April 6<sup>th</sup> and Wednesday, April 7<sup>th</sup> (both starting at 9:30 a.m.)** Council Meetings re: 2021-2022 Budget Sessions – Pittman Hall, Joan Harriss Cruise Pavilion

**9. Review of Action Items from the Meeting:** Mayor Amanda M. McDougall

**ADJOURNMENT**

## **CBRM PROCLAMATION “PURPLE DAY FOR EPILEPSY”**

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- Whereas:** Purple Day is a global effort dedicated to promoting epilepsy Awareness in countries around the world;
- And Whereas:** Purple Day was founded in 2008 by Cassidy Megan, a nine-year-old girl from Nova Scotia, who wanted people to know that if you have epilepsy, you are not alone;
- And Whereas:** Epilepsy is one of the most common neurological conditions, estimated to affect more than 50 million people worldwide, and more than 300,000 people in Canada;
- And Whereas:** The public is often unable to recognize the common seizure types, or how to respond with appropriate first aid;
- And Whereas:** Purple Day will be celebrated on March 26<sup>th</sup> annually to increase understanding, reduce stigma and improve the quality of life for people with epilepsy throughout the country and globally;
- Be It Therefore Resolved:** That CBRM Mayor Amanda M. McDougall and Council proclaim March 26, 2021 as “Purple Day” in the Cape Breton Regional Municipality in an effort to raise epilepsy awareness.

*Councillor Darren Bruckschwaiger - District #10 - CBRM*

March 23, 2021



## **RESOLUTION**

### ***“CAPE BRETON HIGHLANDERS REQUEST TO DESIGNATE ROUTE 223, LEITHCES CREEK TO WHYCOCOMAGH BAY, “CAPE BRETON HIGHLANDERS MEMORIAL WAY”***

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**Whereas:** The roots of the Cape Breton Highlanders Regiment were formed in 1871 in Baddeck, Nova Scotia and at that time deemed by many to be the only true Highland Battalion in Canada given that over 80% spoke Gaelic fluently, with majority having immigrated to Canada from Scotland, thus marking 2021 as the 150<sup>th</sup> year of its inception;

**And Whereas:** The Cape Breton Highlanders went to serve our country in both the First and Second World War, and while others transferred to units who served in the Korean War, and most recently assisted in Afghanistan, not to mention that original members from pre WWI were mobilized locally to provide guard for the coal mines, the Sydney Steel Plant and the Marconi Tower at Table Head;

**And Whereas:** The Cape Breton Highlanders is a Primary Reserve infantry regiment of the Canadian Armed Forces, rich in history of their Highlander descendants, and still holds true to their Scottish traditions through their dress uniforms with kilts, and their team approach to mission success;

**Be it Therefore Resolved:** That CBRM Mayor Amanda M. McDougall and Council request staff to write a letter to the Honourable Lloyd Hines Minister of Transportation and Infrastructure Renewal, asking for their support for the members of the Cape Breton Highlanders proposal to designate Route 223 as “Cape Breton Highlanders Memorial Way”.

*Councillor Cyril MacDonald - District #3 - CBRM*

March 23<sup>rd</sup>, 2021

**Paid Sick Days**

**Motion:**

Moved by Councillor Gordon MacDonald, seconded by Councillor Gillespie, that Mayor Amanda M. McDougall and CBRM Council request staff to write a letter to the Premier of Nova Scotia, the Minister of Labour and Advanced Education and all CBRM MLAs providing our support to updating the Labour Standards Code to enshrine ten (10) paid sick days in the next Legislative session.

**Deferral:**

After a lengthy discussion, it was *agreed* to defer this motion to a future meeting in order to provide more information after consulting with Canadian Federation of Independent Business, Nova Scotia Federation of Labour and Provincial Departments with expertise in this area.

# CBRM RESOLUTION

## Paid Sick Days

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**WHEREAS:** Paid sick days are a critical part of preventing the spread of COVID-19 and other illnesses making it a good public health policy that should be available permanently. As we work to minimize future waves and outbreaks paid sick days will be an important tool;

**AND WHEREAS:** Paid sick days would be beneficial to workers in public-facing service roles. It is important that workers stay home when they are ill, however low-income workers can rarely spare the wages;

**AND WHEREAS:** People with ten (10) or more paid sick days per year are more likely to use preventive health services, reducing long-term healthcare costs;

**AND WHEREAS:** The Nova Scotia Government should update the Labour Standards Code in the next session to enshrine ten (10) paid sick days;

**BE IT THEREFORE RESOLVED:** That Mayor Amanda M. McDougall and Council request staff write a letter to the Premier of Nova Scotia, the Minister of Labour and Advanced Education and all CBRM MLAs providing our support to updating the Labour Standard Codes to enshrine ten (10) paid sick days in the next Legislative session.

*Councillor Gordon MacDonald - District #1 - CBRM*

March 23, 2021



Bras d'Or Lakes  
Collaborative  
Environmental  
Planning Initiative

Welcome ~ Pjila' si ~  
Bienvenue ~ Faitte

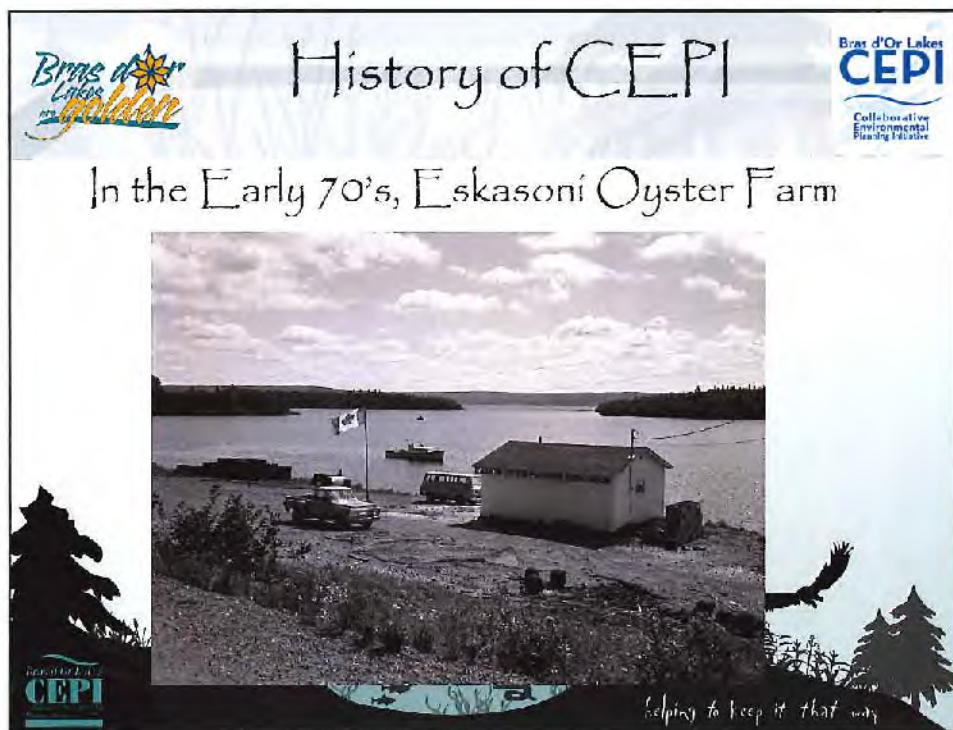
Bras d'Or Lakes  
**CEPI**

Collaborative  
Environmental  
Planning Initiative

CBRM Council  
March 23, 2021

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Planning Initiative

History of CEPI

Bras d'Or Lakes  
**CEPI**

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Planning Initiative

In the Early 70's, Eskasoni Oyster Farm



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**Bras d'Or Lakes  
in Golden**

# The Early Years

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Environmental  
Planning Initiative

The establishment of the Eskasoni Fish and Wildlife Commission in the early 90's, dedicated to the orderly and sustainable harvesting of the fishery resources in the Bras d'Or Lakes as well conduct Scientific Research.



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**Bras d'Or Lakes  
in Golden**

# UINR is established

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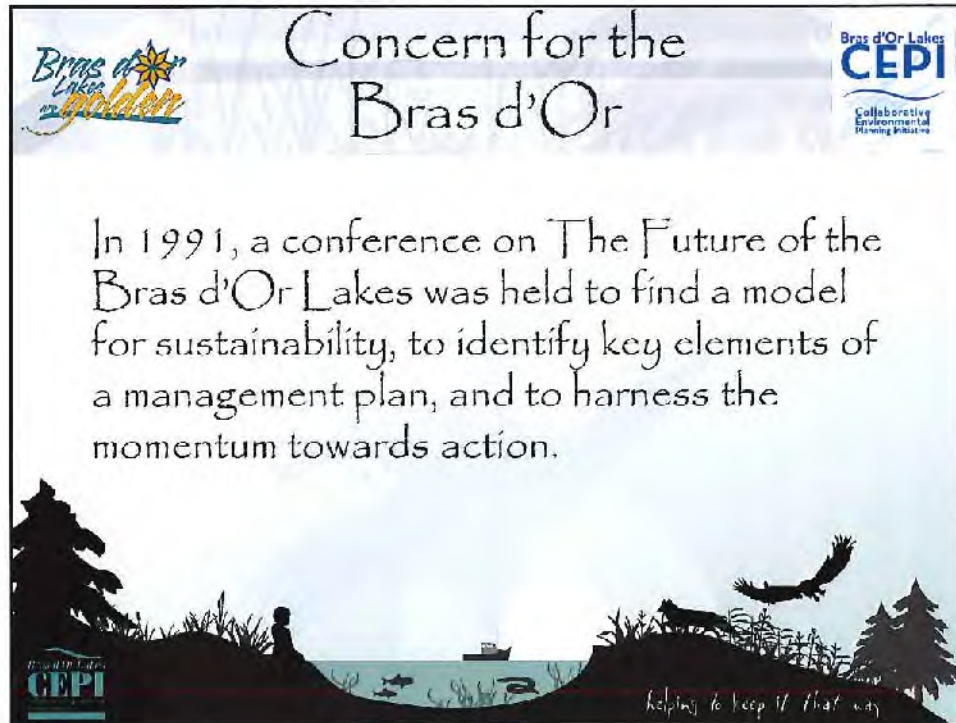
In 1999, the Unama'ki Institute of Natural Resources (UINR) is established and our knowledge about the Bras d'Or Lakes continues to grow with the establishment of this organization.



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**Bras d'Or Lakes in Golden**

## Concern for the Bras d'Or

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Collaborative Environmental Planning Initiative

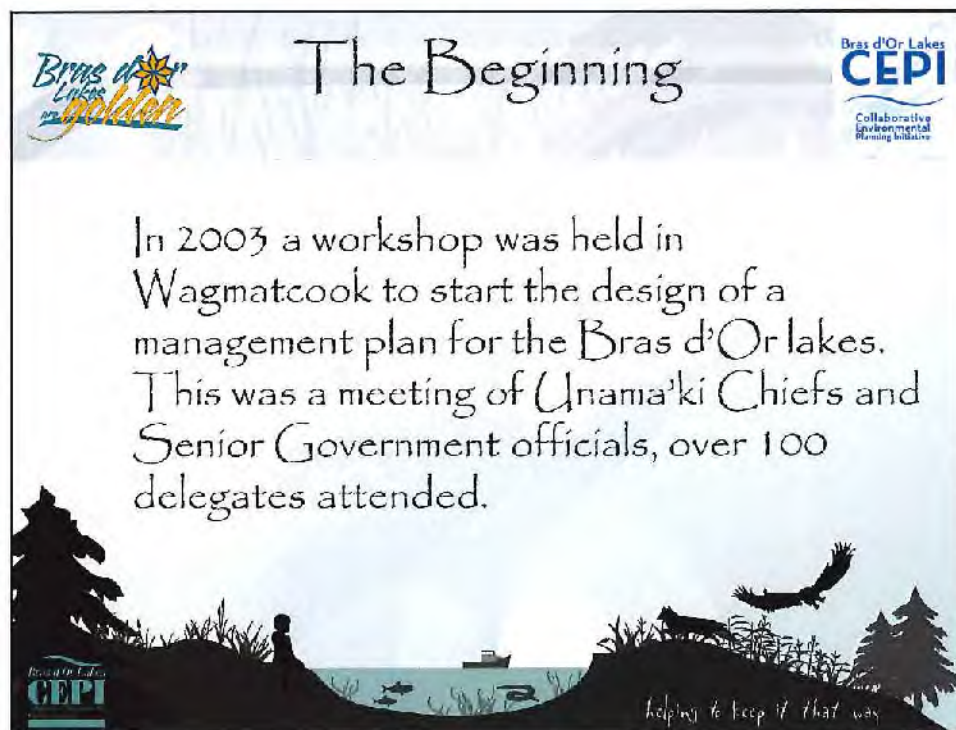
In 1991, a conference on The Future of the Bras d'Or Lakes was held to find a model for sustainability, to identify key elements of a management plan, and to harness the momentum towards action.



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**Bras d'Or Lakes in Golden**

## The Beginning

**Bras d'Or Lakes CEPI**  
Collaborative Environmental Planning Initiative

In 2003 a workshop was held in Wagmatcook to start the design of a management plan for the Bras d'Or lakes. This was a meeting of Unama'ki Chiefs and Senior Government officials, over 100 delegates attended.



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# The Vision

In February of 2003, the First Nation Chiefs met with the Federal Regional Directors General of Fisheries and Oceans Canada, Environment Canada, and Indian and Northern Affairs Canada to discuss how these agencies could assist in addressing the worsening condition of the Bras d'Or ecosystem.



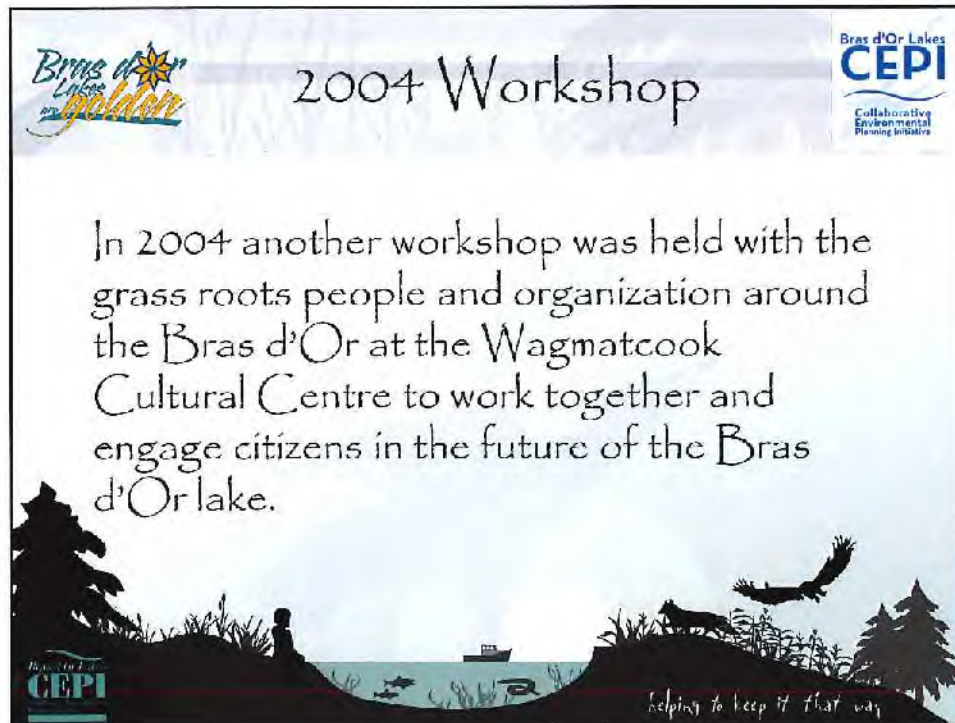
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**Bras d'Or Lakes  
Cape Breton  
Golden**

## 2004 Workshop

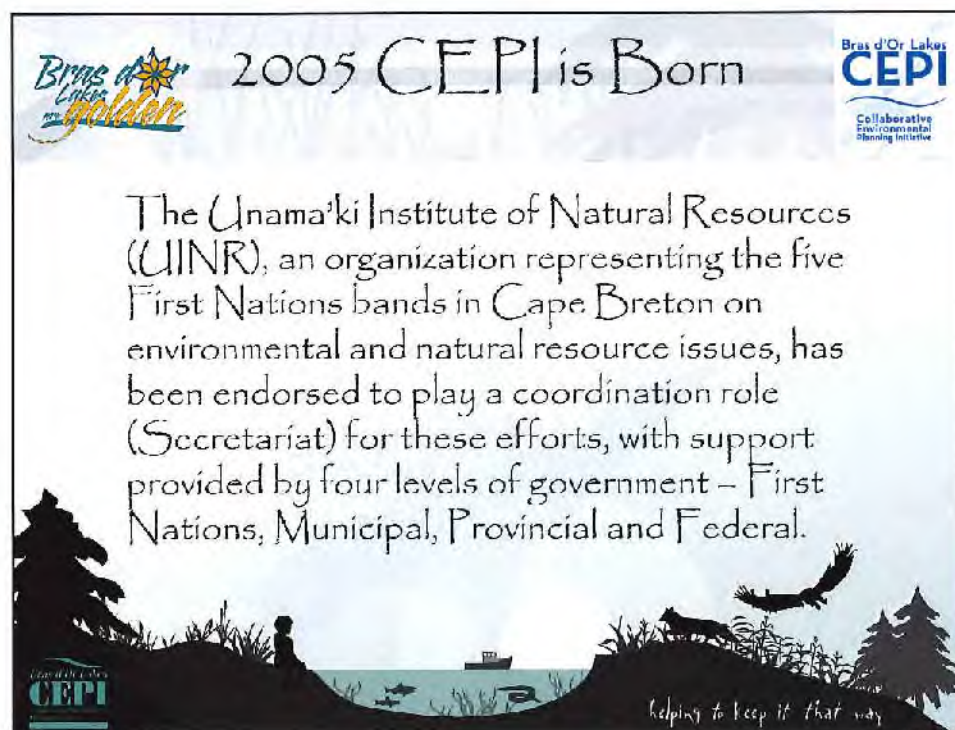
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Environmental  
Planning Initiative

In 2004 another workshop was held with the grass roots people and organization around the Bras d'Or at the Wagmatcook Cultural Centre to work together and engage citizens in the future of the Bras d'Or lake.

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**Bras d'Or Lakes  
Cape Breton  
Golden**

## 2005 CEPI is Born

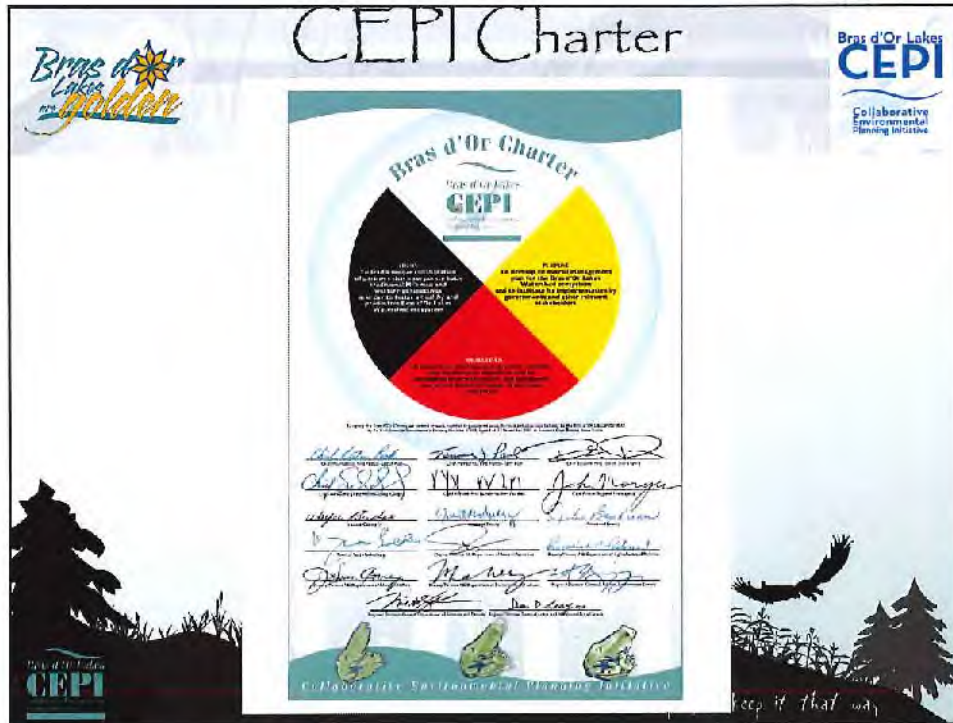
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The Unama'ki Institute of Natural Resources (UINR), an organization representing the five First Nations bands in Cape Breton on environmental and natural resource issues, has been endorsed to play a coordination role (Secretariat) for these efforts, with support provided by four levels of government – First Nations, Municipal, Provincial and Federal.

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## Past Projects


- Marine and Fresh Water Quality Reports, 2005-2007
- Traditional Ecological Knowledge Workshop with Miikmaq and non-Native Elders, 2006
- Collaborative Salmon Initiative, 2005+ (Workshop and Stewardship Document)
- Ecosystem Overview and Assessment Report, plus inclusion of MEK, 2007
- Land-Use Development Standards Report and Best Practices Handbook, 2008
- Establishment of the ORB.
- Scenario Based Plan for a Changing Climate, 2010




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## The Spirit of the Lakes Speaks (2011)



The Spirit of the Lakes Speaks

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- A "management process plan"
- Collaborative
- 7 Guiding Principles
- Medicine Wheel and 2-Eyed Seeing Approaches
- Summarizes the work done to 2011

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# BLBRA is Born (2011)

Bras d'Or Lakes CEPI Collaborative Environmental Planning Initiative



United Nations Educational, Scientific and Cultural Organization



Bras d'Or Lake Biosphere Reserve Association

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# 2016 People of the Lakes Speak Conference

Bras d'Or Lakes CEPI Collaborative Environmental Planning Initiative

Conference on Sustainable Development Practices for the Bras d'Or lake area.

1. Forestry
2. Tourism
3. Recreational Fishing and Aquaculture
4. Renewable Energy
5. Agriculture
6. Mining

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## Post Conference Activities




- Forestry Task Team developed
- Recreational Fishery and Aquaculture Task Team developed
- A Youth Conference was led and supported by CEPI Youth
- A Barachois Task team formed




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## 2018 CEPI Youth Conference

Changing Climates/Changing Economies




- When: October 12 and 13, 2018
- Where: NSCC Strait Area Campus and Port Hawkesbury Civic Centre
- Who: 100+ Youth Registered from around Cape Breton
- Why: To Gather Youth input on sustainable development in Cape Breton and form a Youth Council to represent youth at the CEPI table.




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## CEPI Youth



- Promote Initiatives identified at the 2018 CEPI Youth Conference in Port Hawkesbury
- Promote and support CEPI Youth in the micro plastics workshops around the Bras d'Or Lake,
- Promote and support upcoming CEPI Led Youth Climate Change Forum
- Continue to support CEPI Youth in promoting recycling programs in Unama'ki at events i.e.: (Summer Games, Potlotek Mission, other partner events)
- Continue supporting activities and projects for CEPI Youth in Unama'ki

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## 2019 BLBRA/CEPI Forum



In 2019, the Bras d'Or Lake Biosphere Reserve Association and the Collaborative Environmental Planning Initiative co-hosted a forum on climate change adaptation on the Bras d'Or Lake (Pitupaq)



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## Sharing

- Shared Futures Project Queens University
- Ottawa River Watershed
- Lake Winnipeg Indigenous Collective
- BLBRA Forum June 2019
- How we Thrive Conference

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## Projects

- Maliamu'kik misit ko'kmanaq- SAR
- IPCA - Unama'ki
- CEPI Forestry
- CEPI Rec Fish Coordinator position
- CEPI/BLBRA Explore the Bras d'Or
- CEPI Tourism Task Team to be launched
- Development Standards benefits and CPA


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## 2021-22 CEPI Notional Work-plan and budget Objectives




The following is the CEPI 2021-22 Notional Work-plan and Notional Budget.

The work plan and budget are broken down by objectives as listed in our terms of reference.



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## 2021-22 CEPI Notional Budget Revenue




### Notional Budget 2021-2022

REVENUE	Budget	Received
Parks Canada	10,000	
Dept. of Fisheries & Oceans	25,000	
Prov of NS - Lands and Forestry	10,000	
Prov of NS - Aboriginal Affairs	10,000	
Prov of NS - Environment	10,000	
Prov of NS - Fish & Aquaculture	10,000	
Environment and Climate Change Canada	10,000	
AANDC (INAC)	50,000	
Unama'ki Communities	25,000	
Victoria County	5,000	
Town Of Port Hawkesbury		
Oceans North - CEPI Youth	45,100	
Deferred Revenue - CEPI Youth 19-20		
Oceans North - CEPI Forestry	62,984	
Deferred Revenue 20-21	25,984	
UINR bridge funding	4,000	
CIHR project funds	6,000	
<b>TOTAL REVENUE</b>	<b>309,068</b>	




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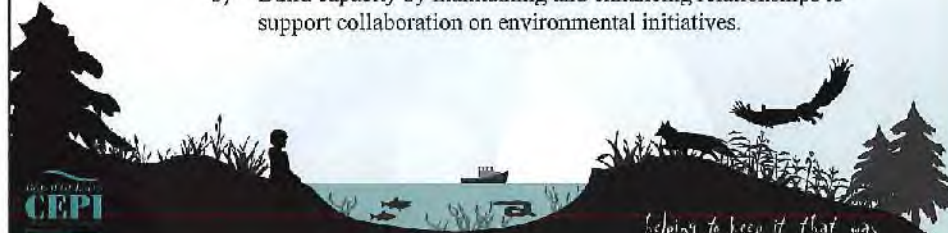


## 2021-22 CEPI Notional Work-plan by Objectives




**1. Institutional**


- a) Coordinate and facilitate action and dialogue at all levels of CEPI
  - a) Coordinate and arrange meeting logistics and action items
  - b) Development and implementation of work plan
  
- b) Collaborating with other organizations that share CEPI goals and objectives
  - a) BLBRA, ACAP, Pitupaq, ORB, Blue DOT, NSCC
  - b) Build capacity by maintaining and enhancing relationships to support collaboration on environmental initiatives.



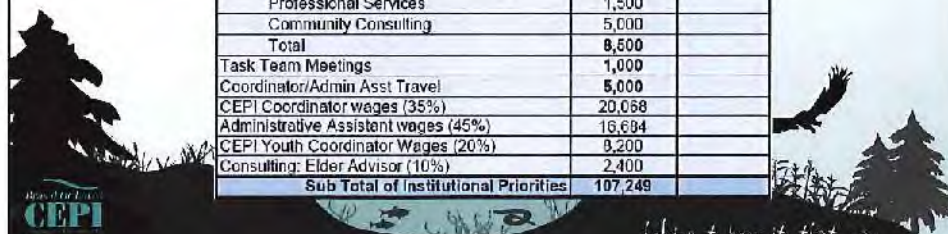
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## 2020-21 CEPI Notional Budget Social and Cultural Expenses




Institutional Priorities: Core Operating		
<b>Overhead</b>		
UINR Professional Services & support	28,097	
Rent	6,000	
Bank Charges and Interest	100	
Office Supplies & Equipment	5,000	
Audit and Translations	2,000	
Professional Development	1,000	
<b>Total</b>	<b>42,197</b>	
<b>Steering Committee Meetings (quarterly)</b>		
Hospitality	2,000	
<b>Management Committee Meetings (monthly)</b>		
Hospitality	1,200	
<b>Senior Council Meetings (twice a year)</b>		
Hospitality	2,000	
Professional Services	1,500	
Community Consulting	5,000	
<b>Total</b>	<b>8,500</b>	
<b>Task Team Meetings</b>		
Coordinator/Admin Asst Travel	6,000	
CEPI Coordinator wages (35%)	20,068	
Administrative Assistant wages (45%)	16,684	
CEPI Youth Coordinator Wages (20%)	3,200	
Consulting: Elder Advisor (10%)	2,400	
<b>Sub Total of Institutional Priorities</b>	<b>107,249</b>	



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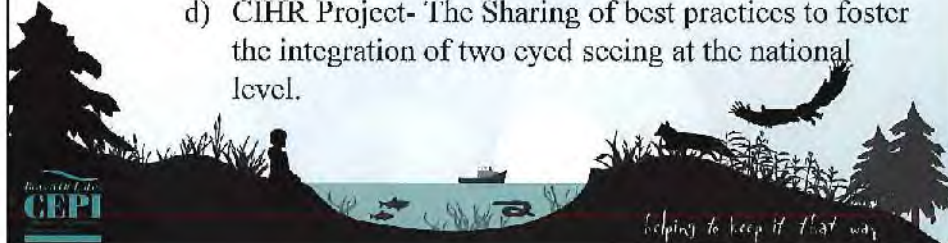


2020-21 CEPI Notional Work-plan  
by Objectives




## 2. Social Cultural


- a) Engage CEPI Stakeholders to evaluate and seek guidance and direction on annual work plan
- b) Work with partners to record TEK and collect historic use of the watershed.
- c) Conduct education and awareness activities to promote environmental importance.
- d) CIHR Project- The Sharing of best practices to foster the integration of two eyed seeing at the national level.




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2020-21 CEPI Notional Budget  
Social and Cultural Objectives  
Expenses



Social and Cultural Priorities		
Printing, Website, Outreach materials	5,000	
Two Eyed Seeing Celebration	5,000	
Elder/Knowledge Holder gatherings	8,000	
Coordinator/Admin Asst Travel	4,000	
CEPI Coordinator wages (35%)	20,088	
Administrative Assistant wages (35%)	12,976	
CEPI Youth Coordinator Wages (30%)	12,300	
Consulting: Elder Advisor (65%)	15,600	
<b>Sub Total of Cultural Priorities</b>	<b>82,945</b>	



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## 2020-21 CEPI Notional Work-plan by Objectives




Collaborative  
Environmental  
Planning Initiative

### 3. Environmental


- a) Present CEPI Golden Awards
- b) Work with BLBRA on Forum next steps
- c) Maliamu'kik msit ko'kmanaq – 4 year project
- d) Work with CEPI Youth on their initiatives
- e) Create a Barachois Task Team to examine policy and regulations around BP.



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## 2020-21 CEPI Notional Budget Environmental Objectives




Collaborative  
Environmental  
Planning Initiative


Environmental Priorities		
Coordinator/Admin Asst Travel	1,500	
CEPI Youth	5,000	
Barachois Pond Task Team	500	
Golden Awards	500	
CEPI Coordinator wages (20%)	11,468	
Administrative Assistant wages (10%)	3,708	
CEPI Youth Coordinator Wages (50%)	20,500	
Consulting: Elder Advisor (20%)	4,800	
<b>Sub Total Environmental Priorities</b>	<b>47,975</b>	



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## 2020-21 CEPI Notional Work-plan by Objectives




**1. Economic**

- a) CEPI Forestry – with support from Oceans North to monitor and assess the influence on Forestry activities on the watershed.
- b) Recreational Fishery and Aquaculture – Identify current level of activity in recreational fishery and aquaculture in the Bras d'Or Lake and conduct a gap analysis on future needs and development priorities of the task team.




**CEPI**


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## 2020-21 CEPI Notional Budget Economic Objectives



Economic Priorities		
CEPI Environmental Project/Forestry	57,258	
Coordinator/Admin Asst Travel	2,000	
Fisheries & Aquaculture Task Team Meetings	1,000	
CEPI Coordinator wages (10%)	5,734	
Administrative Assistant wages (10%)	3,708	
Consulting: Elder Advisor (5%)	1,200	
<b>Sub Total Economic priorities</b>	<b>70,899</b>	
<b>TOTAL EXPENSES</b>	<b>309,068</b>	



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Collaborative Environmental Planning Initiative

# Partnerships

We have many partnerships all around Pitupaq, as our Elder Albert Marshall expressed in one of his statements.

*"If we all work together, there is absolutely nothing we cannot do"*  
*Dr. Albert Marshall*

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# Thank You, Wela' liog, Merci, Tapadh Leibh

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Pitupaq  
CBRM Council  
Presentation  
March 23, 2021

Paul Schwartz



1

**Pitu'paq**  
is the waterway that  
connects Unama'ki  
First Nations  
Communities



United through a  
common vision -  
Seven Generations



Bras d'Or Lakes an  
Inland sea

2

In 2000, the elders of Unama'ki came up with the name *Pitu'paq* which translates "flowing into oneness" as a way that the Bras D'Or Lakes have been perceived.

Pitu'paq is a unique partnership that brings leaders from First Nation Communities and Counties in Cape Breton to the table on a monthly basis.

The shared goal is to preserve and enhance the social, economic and environmental prospects in (Unama'ki) Cape Breton for seven generations



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## Pitu'paq Remembers:

**Russell Marshall - Chief of Potlotek**

**Charlie Dennis – UINR**

**Murdena Marshall - Knowledge Keeper**


**Weldon Bona - UINR - Communication Director**

**Anthony Morris - UINR /CEPI**





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### Current Members Include:



*"I stand with Pitu'paq because it's a relationship between Unama'ki First Nation Leaders, Municipality Leaders, and Organizations involved with the Environment. As leaders, we must plan, act and think about our future generations to come."*





Steven Googoo - Waycobah

John MacLennan - Inverness


Jason Pierro (Wagmatcook)

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### Current Members Include:







Paul MacNeil (Victoria County)

Bertram (Bear) Bernard (Eskasoni)

Steve Parsons - CBRM

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**Current Members Include:**



Cyril MacDonald - CBRM



Graham Marshall (Membertou)

*"Pitu'paq to me is a really old concept of the way of life for the Mi'kmaq of taking care of Mother Earth not just for us presently but for the next 7 generations ahead is us just like how the 7 generations before left it for us."*


7

**Current Members Include:**

CHAIR Shirley McNamara - Richmond

8

### Current Members Include:



Brenda Chisholm – Beaton Port Hawkesbury

Basil Johnson - Potlotek

9

### Support Group Includes:



Stan Johnson (CEPI)



Billy Taylor (UINR)



Lisa Young (UINR)

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**Support Group Includes:**

Jason Catoul (Health Canada)      Ron Newcombe (CEPI)      Paul Schwartz - Coordinator

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**Why Pitu'paq?**

**Impacts of sewage from:**

-  overflow from treatment plants during storms
-  discharge from recreational boaters
-  inadequate sewage disposal from some cottages

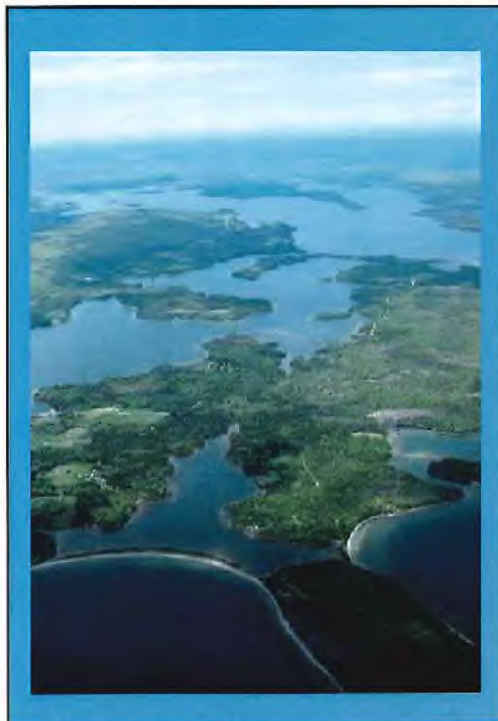
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**Impacts of sewage include:**

-  Oysters / other fisheries operations
-  Increased eutrophication (algae growth)
-  Health risk to recreational activities
-  Loss of ecosystems and traditional Mi'kmaq medicines

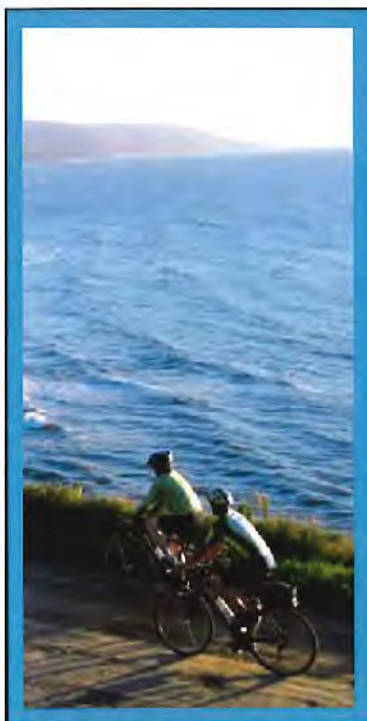
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**Pitu'paq took action on sewage pollution:**

-  Installing pump-out stations for boat discharge in addition to education and surveillance
-  Upgrading outdated sewage treatment plants (Whycocomagh)
-  Mapping coastlines where climate change models predict inundation of public works infrastructures

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**Pitu'paq took action to address the impact of climate change**



Climate Change Conference (2013 - Wagmatcook)



Climate change - community workshops in First Nation communities to gain traditional knowledge and understanding to collaborate on action plans



Assisting municipalities with drafting climate change action plans

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**Potable water and water conservation projects include:**



Creation of Potlotek Water Rangers to clear debris in and around the freshwater supply watershed.




Water balance project – Membertou




CBRM / Membertou runoff diversion


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**Other notable projects include:**



**Dredging silt that was hampering boat navigation (Partnership with Environment Canada - Inland Waters)**



**Facilitating dialogue between Inverness County and Waycobah leading to memorandum of understanding (broader than just sewage treatment)**


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**Pitu'paq:  
2020 &  
beyond**

**Unama'ki Institute of Natural Resources (UINR) and the Collaborative Environmental Partnership Initiative (CEPI) are confirmed partners**

**Pitu'paq has acquired resources to expand and engage with partners on timely projects**

**Currently drafting a 5 year Concept and Action plan**



18


**New Projects Include:**

**Maliamu'kik msit Ko'kqmanaq Project - Species at Risk.** Develop and deliver workshops to woodlot owners on how to protect species using a combo of Traditional Mi'kmaq Knowledge and current research

**Climate Change**



**Sewage issues**

**Towards a low carbon economy**



19

**Pitu'paq aims to combine Traditional Mi'kmaq Knowledge with current scientific research in its approach to projects.**

**Pitu'paq seeks to partner with federal, provincial, First Nation communities, municipalities, non-governmental organizations and academia.**

20

For more  
information  
on Pitu'paq:

Facebook: <https://www.facebook.com/Pitupaq-256100354435059/>

Website: [www.Pitupaq.ca](http://www.Pitupaq.ca)

Contact:  
Paul Schwartz (Coordinator)  
[Paul.y.schwartz@gmail.com](mailto:Paul.y.schwartz@gmail.com)  
902 - 579-0221



21

***"The earth is your grandmother and  
mother. She is sacred. Every step that is  
taken upon her should be as a prayer."***



**Black Elk (1963-1950), Oglala Sioux**

22



1

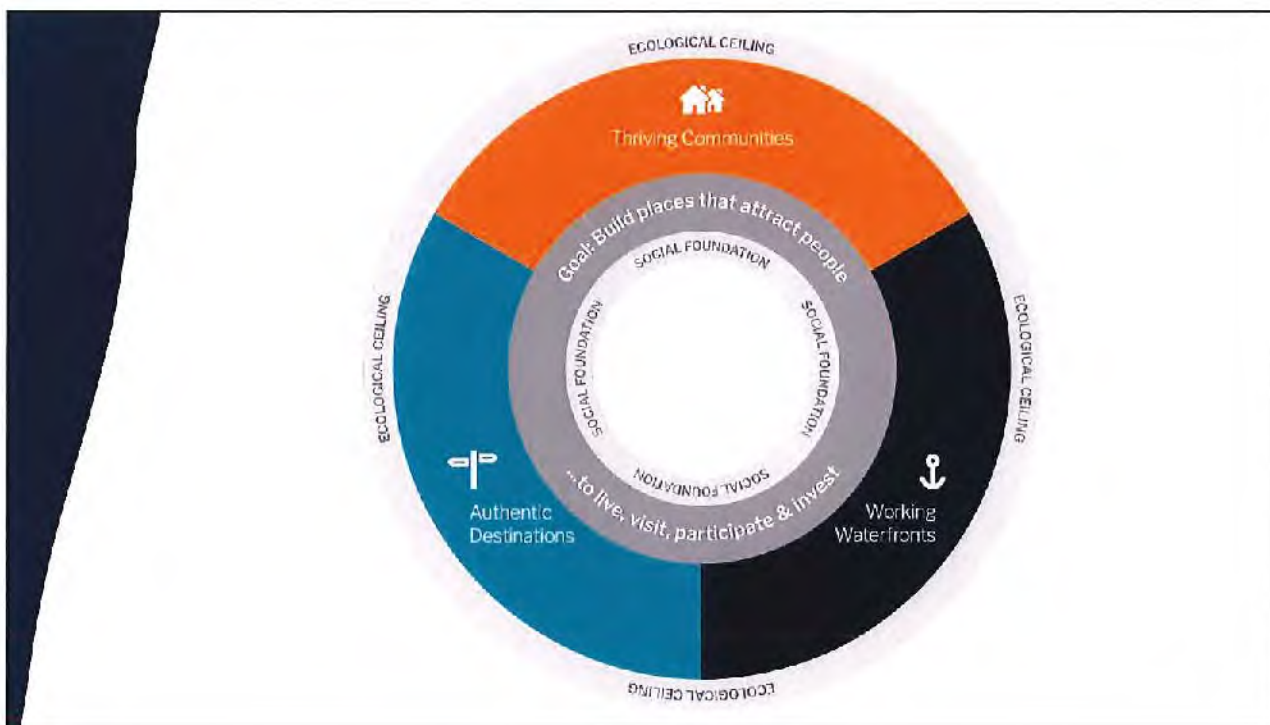
# GOALS

**DEVELOP PLACES THAT ATTRACT PEOPLE TO**

- LIVE:** + population
- VISIT:** + tourism value
- WORK:** + business start ups, growth
- PARTICIPATE:** + economic participation



2



3

# PILLARS

## WHERE WE FOCUS OUR WORK

### THRIVING COMMUNITIES

Enable global connectedness and accessibility across Nova Scotia  
Build placemaking capacity + enable locally led social + economic infrastructure projects

### AUTHENTIC DESTINATIONS

Develop tourism differentiators across Nova Scotia with a focus on year-round operations  
Provide new places for community to gather + tourism businesses to start up and grow

### WORKING WATERFRONTS

Support innovation ecosystem through development of economic infrastructure  
Develop multi purpose public marine infrastructure that supports multiple sectors + users

4

# Project Background



- Identified need to capture economic opportunities being lost (95,000 visitors not stopping in community)
- Relocate Parks Canada ticketing services
- Utilize and enhance existing assets
- Single location with multiple experiences for locals + visitors
- Catalyze additional opportunities



5

## Big Moves



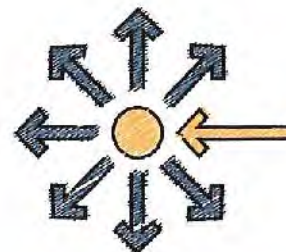
### MORE A DESTINATION, LESS A THOROUGHFARE.

For far too long, the community has been merely a thoroughfare for visitors on their way to the Fortress. The first big move of this Strategy is to reestablish the community of Louisbourg as a destination or a place to be.



### BY THE COMMUNITY, FOR THE COMMUNITY.

Although this report is called a Visitor Experience Enhancement Strategy, it proposes a placemaking and collaborative approach to build an expanded and improved multi-destination waterfront park built by and for the community.

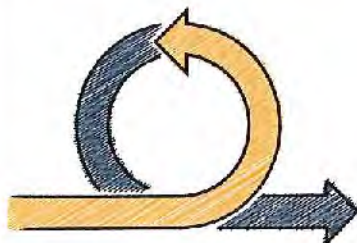


### COLLECT AND DISPERSE.

The proposed waterfront enhancements are aimed to create a point of arrival, or a collision point, where visitors are collected and dispersed throughout the community and to the Fortress.

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## Big Moves



### ITERATIVE AND INCREMENTAL.

This Strategy takes an interim, dispersed, and flexible approach to parking and infrastructure interventions that meets existing needs, is responsive to future development opportunities, and is flexible enough to accommodate multiple working waterfront uses.



### VISITOR ENHANCEMENT = LOCAL ENHANCEMENT.

Many of the proposed visitor services and amenities have been planned to also provide community benefits and an improved quality of life to ensure that investments in tourism are also investments in the community.



### A FOUNDATION FOR FUTURE GROWTH.

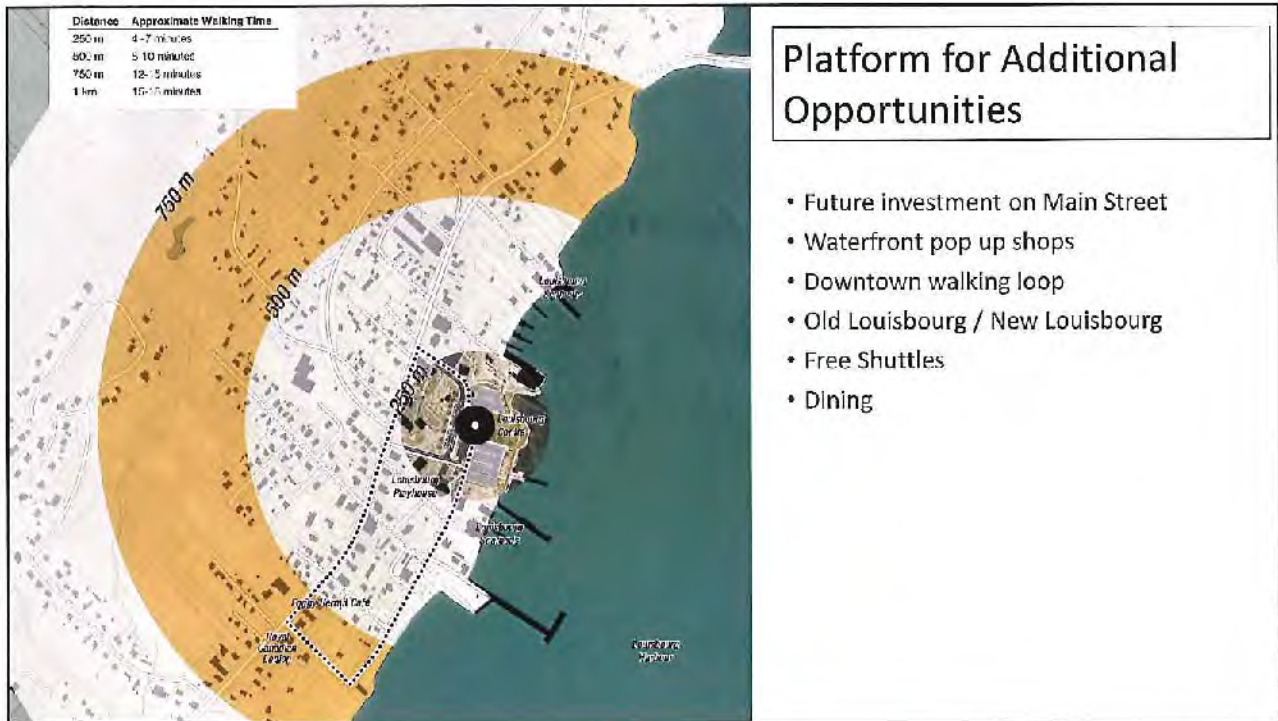
The proposed waterfront plan is envisioned as a platform or foundation that will support and enable additional opportunities throughout the community of Louisbourg; moving beyond the centre to the surrounding areas.

7

## Concept



8



9

## Project COSTs + Funding

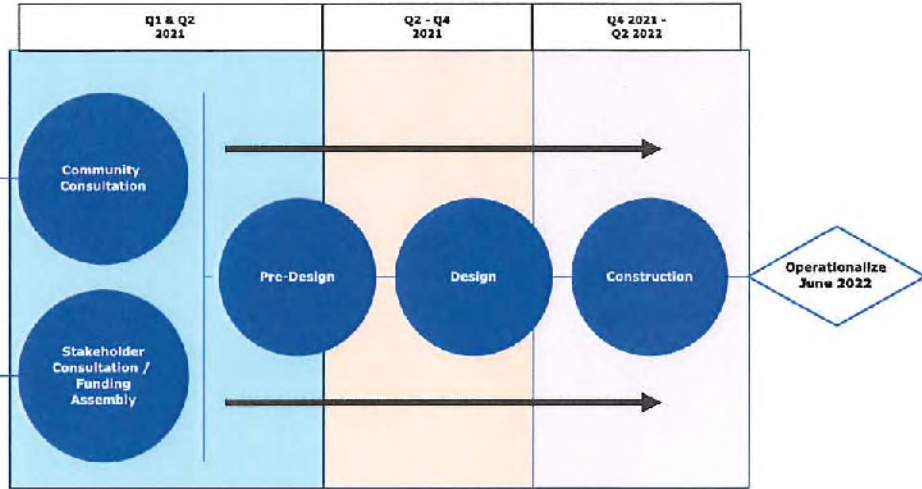
<p><b>Costing Estimates*:</b></p> <table border="0" style="width: 100%;"> <tr> <td style="padding-right: 20px;">Building Upgrades:</td> <td>\$735,550</td> </tr> <tr> <td>Civil/Transportation:</td> <td>\$1,556,050</td> </tr> <tr> <td><b>TOTAL:</b></td> <td><b>\$2,291,600</b></td> </tr> </table>	Building Upgrades:	\$735,550	Civil/Transportation:	\$1,556,050	<b>TOTAL:</b>	<b>\$2,291,600</b>	<p><b>Anticipated Funding Partners:</b></p> <table border="0" style="width: 100%;"> <tr> <td style="padding-right: 20px;"><b>Provincial:</b></td> <td>NSCRC Thriving Communities</td> </tr> <tr> <td><b>Federal:</b> ACOA + Parks Canada</td> <td>(building upgrades, parking, &amp; public space)</td> </tr> <tr> <td><b>Municipal:</b> CBRM</td> <td>(street, sidewalk, &amp; parking upgrades)</td> </tr> <tr> <td><b>Private Sector:</b></td> <td>TBC</td> </tr> </table>	<b>Provincial:</b>	NSCRC Thriving Communities	<b>Federal:</b> ACOA + Parks Canada	(building upgrades, parking, & public space)	<b>Municipal:</b> CBRM	(street, sidewalk, & parking upgrades)	<b>Private Sector:</b>	TBC
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<b>Municipal:</b> CBRM	(street, sidewalk, & parking upgrades)														
<b>Private Sector:</b>	TBC														

\* Order of magnitude estimates. Detailed costing to be confirmed in design phase.

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# Roadmap

Louisbourg Visitor Experience Project



Society for the Improvement of  
Accessible Transportation  
61 Tillock Drive  
Sydney, NS, B1P 6P5  
March 15, 2021

**Re: Request to Address CBRM Council**

Dear Deborah Campbell-Ryan:

This request was on behalf of the Society for the Improvement of Accessible Transportation (Handi-Trans), of which I am Chair. We are not seeking funding at this time; however, our objective is to update Mayor MacDougall and Council Members regarding Handi-Trans and bring forward recommendation(s) for improvement that will benefit Persons with Disabilities in the CBRM. Also, since we have not addressed Council on this subject for a couple years, we are hoping that this update from "First Voices" (Handi-Trans Users) will be beneficial for new and not so new Council Members.

I will have three persons with me—Fran Tessier (Handi-Trans User), Doug Ivany (Manager, Life Skills, Horizon Achievement Centre), and Robert Zwuran (Handi-Trans User). Their role will be to introduce themselves and to explain why Handi-Trans is important to each one of them.

Thank you for your time and attention.

Sincerely,

Marcie Shwery-Stanley, Chair  
Society for the Improvement of  
Accessible Transportation  
Member, N.S. Justice Department  
Accessibility Advisory Board

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## **Introduction**

## **Background**

**From humble beginnings....**

## **Handi-Trans**

**-Yesterday**

**-Today**

**-Tomorrow**

## **Accessibility Advisory Board**

**-Brief Overview**

**-Distribute "Access by  
Design 2030" Publication**

## **Questions & Answers**

**Marcie Shwery-Stanley,**

**BA (Econ), MBA (CED)**

**Retired Entrepreneur**

**Disability Consultant**

**Communications Specialist**

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# Community Involvement Of the Disabled



304-295 George Street  
Sydney, Nova Scotia  
B1P 1J7  
Tel. / TTY: (902) 564-9817  
Fax: (902) 564-5758



## Access by Design 2030

Achieving an Accessible Nova Scotia

NOVA SCOTIA

2:54



Robert's Post

Shwery-Stanley

1h · 🌐

**Cape Breton Regional Municipality**

1d · 🌐

**SUNDAY SERVICE FOR HANDI-TRANS**



**BEGINNING ON  
SUNDAY  
NOVEMBER 8**

**11:00am-7:00pm**

**Book a ride: 902-539-4336**

**ALWAYS WEAR A MASK** 

Like Comment Share

👍❤️ 2

1 Share



Write a comment...



**NEW!!!!**

**EXTENDED HOURS FOR HANDI-TRANS**

**BEGINNING MONDAY SEPTEMBER 14<sup>TH</sup>, 2020**

**7:00am-10:00pm Monday-Saturday**

*\*\*Special Arrangements for hours outside the above listed can be considered by contacting the Dispatch office at 902-539-4336 during office hours 8:30 - 4:00 Monday - Friday\*\**





**Excerpt: Council Minutes – January 26, 2021**

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**Case 1078 – Municipal Planning Strategy Amendment to Allow a Medical Clinic at 46 Cottage Road, Sydney (PID 15105133 and 15270382)**

**Motion:**

Moved by Councillor Paruch, seconded by Councillor Eldon MacDonald, that staff be directed to conduct a Public Participation Program regarding the request to allow a medical clinic at 46 Cottage Road, Sydney.

**Discussion:**

During discussion, Council members stressed the importance of Medical Offices. The Planners explained the precedent-setting nature of this amendment if approved, and that spot zoning was not an option.

**Motion Carried.**



**TO:** CBRM Council

**FROM:** Karen Neville and Kristen Knudskov

**SUBJECT:** Case 1078 Municipal Planning Strategy Amendment to allow a Medical Clinic at 46 Cottage Road, Sydney (PID 15105133 and 15270382)

**DATE:** March 8, 2021

---

**Background**

Dr. Margaret Fraser would like to establish a business development at 46 Cottage Road, Sydney (PID 15105133 and 15270382) [Attachment B]. The applicant would like to operate a medical clinic at this location. Initially, the proposed development would consist of their family practice, but over time could include other physicians. The properties in question are zoned Residential Heritage Dwelling (RHD) Zone. While the RHD zone does permit some non-residential uses, it does not permit a medical clinic. The list of permitted uses in the RHD zone can be found in Attachment A.

Part 2, Policy 16 of the MPS states that a zone amendment is not an option for any business development proposal in an urban or suburban neighbourhood [Attachment A]. Therefore, both the Municipal Planning Strategy (MPS) and the Land Use Bylaw (LUB) would need to be amended to permit a medical clinic on this property. Currently, the MPS does not contain policy which would support a medical clinic in a residential area.

In cases like this Council has two options:

- uphold its policy and reject the applicants' request outright, or
- direct staff to proceed with a public participation program

**History**

The property was once a clergy residence for St. Joseph's Catholic Church. However, the Roman Catholic Church sold the property in 1999. Since that time, the building has been considered a single unit dwelling, which is a permitted use in the RHD zone.

Prior to purchasing the properties, the applicant's real estate agent contacted the Planning and Development Department to inquire about the zoning on the property. At the time, they were informed the zoning did not permit a medical clinic and that policy did not support a zone amendment.

**Surrounding Land Uses**

The area surrounding the property in question is predominantly residential. Within a 100m radius of the building there are twenty-six single unit dwellings and 14 two-unit dwellings. Of the twenty-six single unit dwellings, three contain permitted home businesses including a daycare, bed and breakfast, and personal service business (Aesthetician Shop). There are also four small scale multi-unit apartments, all of which existed prior to the adoption of the LUB in 2004.

Of the 500 main buildings within the RHD zone, 336 are single unit dwellings (67%) and 99 are two unit-dwellings (20%). This would mean that 87 percent of the zone is comprised up of low-density residential development.

### Public Participation Program

On January 26, 2021, CBRM Council moved to proceed to a Public Participation Program (PPP) to gather input on the possibility of an amendment. Due to the ongoing pandemic, staff elected to conduct a survey. The survey was available online or by hard copy between February 16<sup>th</sup> and March 1<sup>st</sup>. Attachment C contains a full copy of the survey.

A total of 832 responses were received. Attachment D shows the location of responses and the area that was considered area residents. Attachment E maps the density or concentration of survey responses by their address. The dark red area means that more surveys were submitted by residents in the vicinity of 46 Cottage Road. It is important to note the differences in responses across these two sets of data as shown in the table below.

1. Should medical clinics be permitted in residential neighbourhoods?

	Yes	No
All responses	718 (89%)	91 (11%)
Area residents only	9 (38%)	15 (62%)

2. This amendment could impact residential neighbourhoods across CBRM. Should a medical clinic be permitted in your neighbourhood?

	Yes	No
All responses	722 (88%)	102 (12%)
Area residents only	10 (43%)	13 (57%)

3. Should other sales and service uses be permitted in residential neighbourhoods?

	Yes	No
All responses	445 (56%)	353 (44%)
Area residents only	5 (21%)	19 (79%)

4. Do you have other comments or concerns?

The themes are grouped under benefits and concerns below and are ranked by frequency that the idea was raised.

#### Benefits

1. CBRM needs more doctors, makes it easier and more affordable to open or continue medical practice, may reduce burden on Regional Hospital
1. More accessible, inclusive, and patient-friendly setting
2. Economic growth, increased employment
3. Mixed-use areas increase walkability, create vibrant and healthy communities
4. There are existing medical clinics in residential areas which do not cause a disturbance
5. Prefer conversion to a medical clinic than to rental apartments
6. Finding commercial property to rent or buy is too difficult

### Concerns

1. Increased traffic, patients parking off-site, pedestrian, cyclist, and children's safety, snow removal issues
2. Commercial land available elsewhere, sprawling commercial development
3. Impact to property values or property taxes
4. Noise
5. Will change the "feel," character, or aesthetics of the neighbourhood
6. Impact on affordable housing due to loss of residential buildings
7. Purchased property under assumption area would remain residential
8. Will set precedent leading to other sales and services in residential areas
9. Disposal of medical records or medical waste
10. More people loitering in the area
11. Businesses close after hours, concern of unoccupied buildings and loss of neighbour
12. Applicants are asking Council for forgiveness rather than permission

The overall response rates were supportive of medical clinics in residential neighbourhoods. However, 23% of those who provided written comments referenced they were supportive due to the status of healthcare. In addition, 16% of those who provided written comments supported medical clinics in residential neighbourhoods, subject to a series of conditions. These conditions included:

- Limiting size or floor area of the development
- Aesthetic that suits the residential character of the area
- Limiting the number of physicians
- Hours of operation
- Home-based clinic only (i.e. physician lives on premises)
- Only certain types of medicine (i.e. no addictions treatment)
- Traffic and parking is adequately addressed

In summary, while the wider community was supportive of medical clinics in residential neighbourhoods for various reasons, most of the residents within the vicinity of 46 Cottage Road were not supportive.

### Municipal Planning Strategy

Policies within the MPS set out the general rules of land development which enables Council and staff to consider development proposal in an impartial manner. To achieve this, policies in the MPS use several factors to establish a hierarchy of site compatibility for development. These factors include public street/road level, proximity to important public street/road intersections, geographic positioning, land use conflict potential, and the unique characteristics of a neighbourhood or streetscape. As a result, commercial development is discouraged in residential areas with low density development and is channeled to commercially designated areas.

It is important to note, that while amendments to the MPS and LUB could permit the applicant's proposed development, the approval of those amendments would have a wider impact than just this development. Presently the applicant is requesting a medical clinic in an urban residential zone; however, if this business type is permitted to be established in an area with urban residential zoning the precedence for this type of development along with other sales and service uses in a residential area will be set.

Plan policy must balance the demands of growth with the need to maintain existing development. It must also balance the interests of individual property owners with the wider interest and objectives of the community.

A land use plan acts as a community vision for the type of development that is desired and where it should be located. The MPS and zoning are the legal tools which provide a reasonable expectation of the uses that may develop in a given area. This greater level of certainty can help to promote investment opportunities, induce economic growth, and foster the stability of neighborhoods and businesses.

The current policy aims protect residential neighbourhoods from the undue impacts of sales and service developments. Sales and service developments are often accompanied by increased traffic, greater parking needs, and nuisances such as noise. They may also impact the character of a residential neighbourhood if buildings do not respect the architectural characteristics of the area.

It is also important to assess how this amendment will impact existing commercial areas. During the recent pandemic we saw how the loss of visitors to a commercial area impacts the viability of existing businesses. Changing policy to support the decentralization of sales and service uses could result in more businesses leaving our existing commercial areas. As illustrated in Attachment F roughly 90% of the land under CBRM's jurisdiction already allows medical clinics as-of-right.

Preventing commercial developments from permeating into residential areas also helps to protect the housing stock. Encouraging the conversion of residential properties into other uses reduces the supply of dwelling units. The impact on housing supply should be of particular importance if Council wants to focus on affordable housing. It costs a developer more to develop new dwelling units rather than utilizing existing dwelling units. The cost of construction reduces the likelihood that new dwelling units will be used for affordable housing.

#### **Authority to Amend Plan Policy**

Authority for Council to amend the MPS is provided under the *Municipal Government Act* (P. 8, S. 205). Council is not obligated to consider amendments to plan policy. If Council does wish to consider policy amendments, conducting a Public Hearing is the next required step.

#### **Recommendation**

It would be best to re-evaluate residential neighbourhood functions and their range of uses within the context of CBRM as a whole, as part of the comprehensive review of CBRM's planning documents; therefore, staff are recommending that Council uphold policy.

If Council chooses to proceed to the next step in the amendment process, staff recommends that Council pass a motion directing staff to prepare and present a series of amendment options for Council consideration prior to setting a date for the Public Hearing. In addition, Council should pass a motion requesting the applicant submit a detailed floor plan, site plan drawn to scale in compliance with the requirements of the Land Use By-law, and a description of their development proposal to be used in the drafting of amending by-laws for Council's consideration.

#### **Respectfully submitted by:**

#### **ORIGINALLY SIGNED BY**

Karen Neville  
Senior Planner  
Planning & Development Department

#### **ORIGINALLY SIGNED BY**

Kristen Knudskov  
Planner  
Planning & Development Department

**MUNICIPAL PLANNING STRATEGY  
PART 2, POLICY 16**

A zoning amendment is not an option for any business development proposal in an urban or suburban area that is not permitted pursuant to the previous 1S policies in this Part, unless it meets the scenario described in Policy 20 of this Part, or Policy 16 of Part 10.

**MUNICIPAL PLANNING STRATEGY  
PART 2, POLICY 20**

It shall be a policy of Council to permit a variety of sales and service business development on abandoned or vacant properties in urban and suburban residential neighbourhoods by zoning amendment under the following circumstances. There must be a history of business development at the site, the Province of Nova Scotia still assesses the property as commercial and, the present owner is still paying commercial taxes.

A site specific, use specific, zone shall be considered for each zoning amendment application. The purpose of the zone shall be to ensure:

- the site itself;
- the site plan; and
- management of the business development, mitigate any adverse affects the development will have on low density residential development in proximity. If zone provisions cannot be established that provide reasonable protection to residential development in proximity, the application shall be denied. More specifically, this means evaluating the proposal from the perspective of:
  - visual compatibility;
  - dust or fumes emanating from the site;
  - traffic attracted to, and leading from, the site; and
  - noise emanating from the development.

**Municipal Planning Strategy  
Part 10, Policy 17\***

Areas immediately adjacent to a given land use designation on the Municipal Planning Strategy Map may be considered for rezoning to a use permitted in the given designations without requiring an amendment to this Strategy, provided that the intent of all other policies of the Strategy are satisfied.

\* Policy 16, Part 10 was renumbered after an amendment to the MPS, Policy 16, Part 2 of the MPS was not amended to reflect this number change.

**Land Use Bylaw  
Part 20 Residential Heritage Dwelling (RH)**

**Part 20 Residential Heritage Dwelling (RHD) Zone**

**Section 1 RHD Uses Permitted**

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

- **recreational - only the following**
  - public indoor and outdoor

- **residential - only the following**
  - single detached dwellings *that do not have the dimensions of a mobile home as defined by this By-law*
  - two unit dwellings
- **service - only the following**
  - community service *in compliance with the site plan approval provisions of Section 5 (except day care facilities and community service residences which are listed below as not subject to the referenced Site Plan Approval provisions).*
  - community service residences
  - day care
  - educational *in compliance with the provisions of Section 6*
  - inns *in compliance with the site plan approval provisions of Section 5*
  - protective *only the following*
    - coast guard stations
    - fire
    - judicial
    - police
  - residential care dwelling

## Section 2      % Lot Coverage Provision for all Uses Permitted in this Zone

- a. The total maximum lot parcel coverage for all main uses in this Zone shall be 1/3<sup>rd</sup> (i.e. 33%) of the lot parcel area.
- b. The part of a building used to calculate this maximum lot parcel coverage is the roof to the edge of the eave (i.e. dripline)

## Section 3      Lot Parcel Development Requirements

- a. No standard minimum lot parcel area requirement is imposed. The minimum lot parcel area will be determined by a combination of the size of the building footprint and compliance with the setback and yard area requirements.
- b. Main building setback\* from a public street/road
  - **10 foot minimum** (refer to exception below)
  - **20 foot maximum** (refer to exception below)

The above listed main building setback may be waived to preserve any tree with a minimum height of 15 feet, provided no more than 49% of the building is located within the rear half of the lot parcel. On a corner lot parcel the rear half of the lot parcel shall be closest to the property boundary furthest from the tree.

\*The minimum setback for buildings on a corner lot parcel shall only be applicable for the yard where the main entrance to the building is facing.
- c. minimum height = storey and ½ with the following three exceptions:
  - where a garage is attached to the main building; or
  - provided no more than 25% of the total floor area of the main building is on the part of the first floor with no second floor above it; or
  - the height of the first floor exceeds 20 ft.
- d. The roof of each main building (excluding an attached garage or veranda) must have a minimum of two slopes.
- e. Any detached accessory building, including a motor vehicle garage, shall be located in the rear yard. The floor area of any detached accessory building shall not exceed 30% of the floor area of the main building it is accessory to. **A motor vehicle garage may be attached to the main building provided:**

- the footprint of the garage does **not** exceed 25% of the floor area of all floors of the main building (excluding the garage) above grade and the footprint of the garage does not exceed 50% of the footprint of the main building.
  - the minimum setback of the garage from the public street/road shall be equal to the setback of the front wall of the main building plus 1 foot (e.g. if the front wall of the main building is setback 10 ft. from the public street/road, the garage must be setback at least 11 ft. from the public street/road)
- f. Driveway or parking spaces shall be prohibited from the part of the front yard directly between the front wall of the main building (excluding an attached garage) and the public street/road, except by means of site plan approval provisions (pursuant to Sections 231 and 232 of the Municipal Government Act) that incorporate a landscaping plan that buffers the driveway or parking space from the public street/road.
- g. Fire escapes are not permitted along the exterior wall of a building facing a Street.
- h. All main buildings shall be oriented on the lot parcel within 85% of being parallel with the Street except for:
- corner lot parcels;
  - lot parcels with at least 50% of their frontage along a cul-de-sac; and
  - lot parcels with an area equal to or greater than 15,000 sq.ft. to take maximum benefit of passive solar energy by orienting the widest side of the main building in a southerly direction. However, the exterior wall of any main building with a length of 45 ft. or more on lot parcels greater than 15,000 sq.ft. shall be setback from the property boundary it is facing a minimum of 8 ft.

**Section 4 Performance Zoning Provisions**

For 1½ and 2 storey main buildings, the roof designs, ornamental embellishments, protuberances, or adjuncts on the main building or single detached dwelling must = a minimum of 5 points by incorporating any combination of the types of protuberances, embellishments, or adjuncts listed below into the overall main building/dwelling design.

For two-unit dwellings, the roof designs, ornamental embellishments, protuberances, or adjuncts on the dwelling must = a per building minimum average of 6 points by incorporating any combination of the types of protuberances, embellishments, or adjuncts listed below into the overall dwelling design.

**ROOF DESIGNS**

A dwelling with four or more roof slopes, excluding the roof over a dormer	2 points
--	----------

**PROTUBERANCES AND ADJUNCTS**

verandas attached to either the front or side of the dwelling which are at least 3 times the width of the front door facing a Street, supported by pillars, with at least one step between the floor of the veranda and the established grade. A 2 <sup>nd</sup> storey veranda on a duplex dwelling cannot be used to calculate Performance Zoning points.	2 points
verandas extending the entire width of the exterior wall of the dwelling facing a Street, supported by pillars, with at least one step between the floor of the veranda and the established grade. A 2 <sup>nd</sup> storey veranda on a duplex dwelling cannot be used to calculate Performance Zoning points.	3 points
Domed turrets	3 points
Bay, dormer, and oriel windows that can be seen from a Street the dwelling's lot parcel fronts	1 point per protuberance

**ORNAMENTAL EMBELLISHMENTS**

Embellished arches over a door facing a street	1 point per arch
Roof domes	1 point per dome
Transoms over a door facing a Street with a shape other than a square or rectangle	1 point per transom
Widow's walk	1 point
Windows on an exterior wall facing a Street with a shape other than a square or rectangle having a glass area measuring at least 4 square feet each	1 point per window
Exterior cladding other than metal or vinyl siding	2 points

**Section 5 Inns and community Services– site plan approval**

All new inns and community service uses that reference this Section, and expansions of existing inns and community service uses that increase the floor area by more than 10%, are subject to approval of a site plan. The Development Officer shall measure the degree of stringency in interpreting the criteria so that it correlates with the scale of the development and each and every feature of the development (e.g. buildings, parking area etc.), and the proximity of the development, or any specific feature of it, to any other development or streetscape intended to be protected by the criteria.

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

**Section 6 Storage and Use of Equipment Outdoors**

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

**Section 7 Landscaping Provisions**

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

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**Land Use Bylaw****Part 101 Definitions**

**Business office** means property where persons are employed in the management, direction or conducting of a business service on behalf of clients. Although not limited to the following, a business office may include the office of a financial institution (e.g. bank, insurance agency, brokerage, loans etc.), a professional office (e.g. engineer, architect), government office, telecommunications and digital technology, printing/publication establishment, call center, and may include the business office of a non-profit charitable organization, but does not include a medical clinic.

**Medical clinic** means a service establishment where members of the medical profession, including dentists, chiropractors, physiotherapists, osteopaths, optometrists, provide diagnosis and treatment to the general public without overnight accommodations. For purposes of clarification, any patient service for which a referral could be made by or from a member of the medical profession shall be deemed an accessory use.



- Case 1078**
- Subject Properties
  - 100m Buffer
  - 2 Unit Dwelling
  - 3 Unit Dwelling
  - 4 Unit Dwelling
  - 5 - 6 Unit Dwelling
  - Aesthetics Shop/Single Unit Dwelling
  - Bed and Breakfast/Single Residential Unit
  - Day Care Facility/Single Residential Unit
  - Residential Care Facility
  - Single Detached Dwelling
- This map is a graphical representation of property boundaries and is for general reference purposes only.
- 0 75 150 300 Feet

# C

# CBRM



*A Community of Communities*

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*Cape Breton Regional Municipality*

## **CBRM Planning Strategy Amendment Survey**

CBRM Council has received a request to permit a medical clinic in a residential neighbourhood. Even though this request is related to a specific property, Council's decision could impact all urban and suburban residential neighbourhoods throughout the CBRM.

The applicant would like to operate a medical clinic in the single detached dwelling located at 46 Cottage Road, Sydney. Initially, the proposed development would consist of the applicant's family practice, but over time could include other physicians. Unlike other non-residential uses in the neighbourhood, the medical clinic would not be considered a home-based business because it will not be the primary residence for the applicant.

Home based business means a secondary use to a main residential use conducted by a resident of the dwelling for financial gain or reward or in the hope or expectation of financial gain or reward

Attached is a copy of the applicant's submission outlining their proposal.

CBRM Council has been asked to consider an amendment to municipal plan policy to permit medical clinics in all urban and suburban residential neighbourhoods.

The purpose of this survey is to gather input to assist Council in making their decision.

Your contact information and answers will remain confidential and will be used only in the evaluation of the above-noted development.

You can enter your responses online using the link below.

**<https://kwiksurveys.com/s/1078survey>**

If you choose to fill in the paper copy of the survey included with this correspondence, you must include your postal code in your response. Paper copies of the survey can be dropped off in person at the Civic Centre or mailed to:

Planning and Development Department  
Cape Breton Regional Municipality  
Suite 200, 320 Esplanade  
Sydney, Nova Scotia B1P 7B9

Deadline for survey submissions is **March 1<sup>st</sup>, 2021.**

If you have any questions, please feel free to contact:

Phone: 902-563-5072 or 902-563-5088

Email: [planningconsult@cbrm.ns.ca](mailto:planningconsult@cbrm.ns.ca)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City / Town \_\_\_\_\_  
Postal Code\* \_\_\_\_\_  
Email Address \_\_\_\_\_

\*Postal Code is required

1. Should medical clinics be permitted in residential neighbourhoods?

Yes No

2. This amendment could impact residential neighbourhoods across CBRM. Should a medical clinic be permitted in your neighbourhood?

Yes No

3. Should other sales and service uses be permitted in residential neighbourhoods?

Yes No

4. Do you have any other comments or concerns?

\_\_\_\_\_  
\_\_\_\_\_  
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5. A formal Public Hearing must be held before any proposed amendment may be passed. If you would like to receive email notice of an upcoming public hearing to consider this matter, please provide your email address below.

A Public Hearing would be scheduled during a CBRM Council meeting. Upcoming meetings and agendas can be found on the CBRM website.

<https://www.cbrm.ns.ca/cbrm-meetings-and-minutes.html>

\_\_\_\_\_

**Dr. Margaret Fraser**

[REDACTED]  
Sydney, N.S.  
B1M 0A1  
[REDACTED]

November 25, 2020

To Whom it may concern;

I am writing to request a rezoning from residential to commercial to the property located at civic address 46 Cottage Road, Sydney NS. The PID for this property is 15105133.

I enclose a complete site plan showing the property, the adjoining property which is a parking lot, and the two attached vacant lots at the back of the property. All four of these lots belong to me, but the only one which requires rezoning is 46 Cottage Road. If it is deemed necessary PID 15270382 (the parking lot) could be included in the rezoning, but I do not believe this is actually necessary as this will not change its current use.

The purpose of the rezoning is to allow for the operation of a medical practice in the building. This would initially just be my family practice, but in time may also include other clinicians. The building is large enough without any expansion to accommodate several physicians. The location, close to the downtown core, is desirable as there are currently few medical practices in the area. Given the current pandemic conditions in the province, it is also desirable to move to a larger location with a larger patient waiting room to allow for better social distancing.

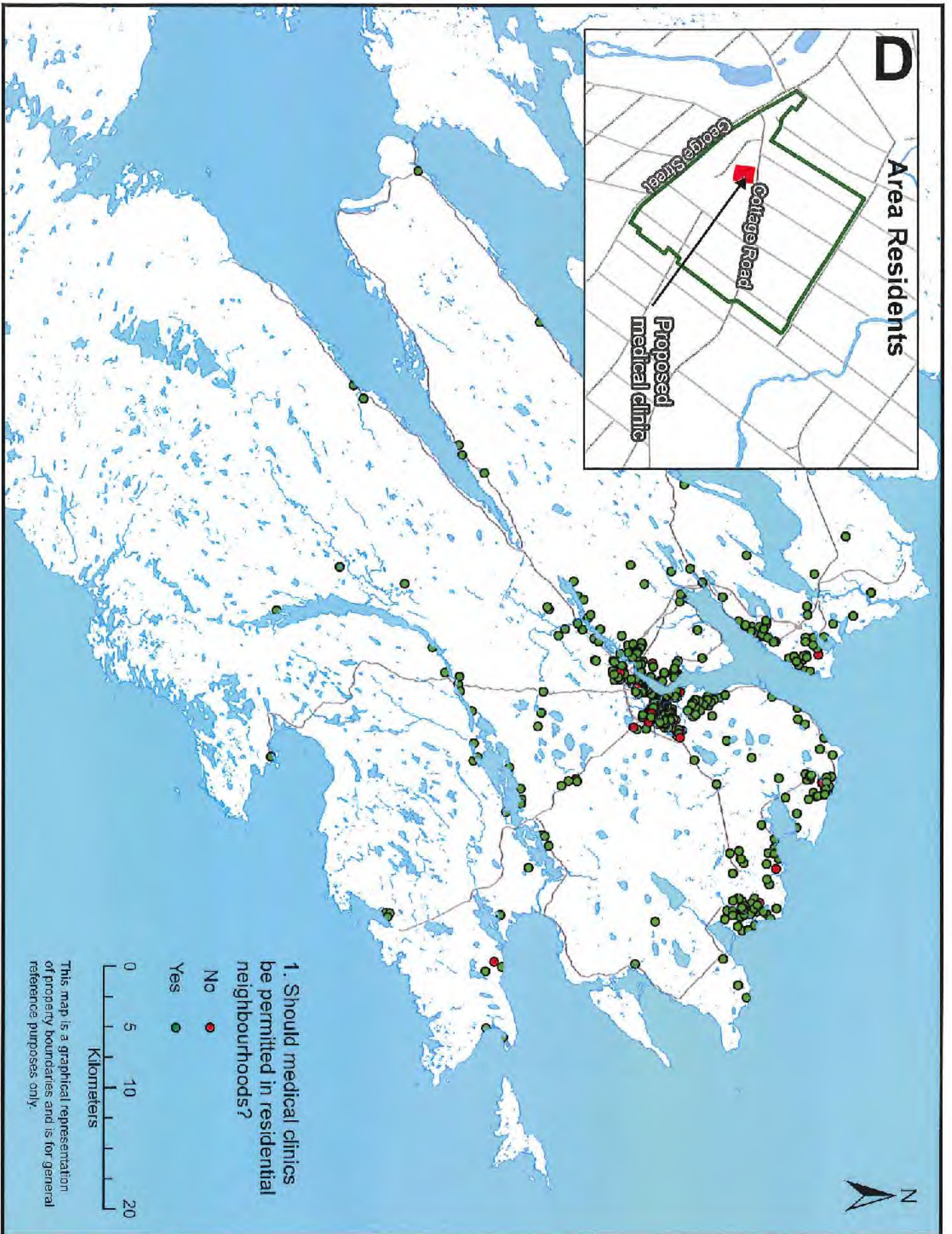
The relocation of my practice to the downtown core should prove of benefit in the revitalization of downtown. With the community college move downtown, there will be more demand for medical services in the area. A new, spacious, modern, fully equipped clinic should prove a draw to other physicians locating to the Sydney area.

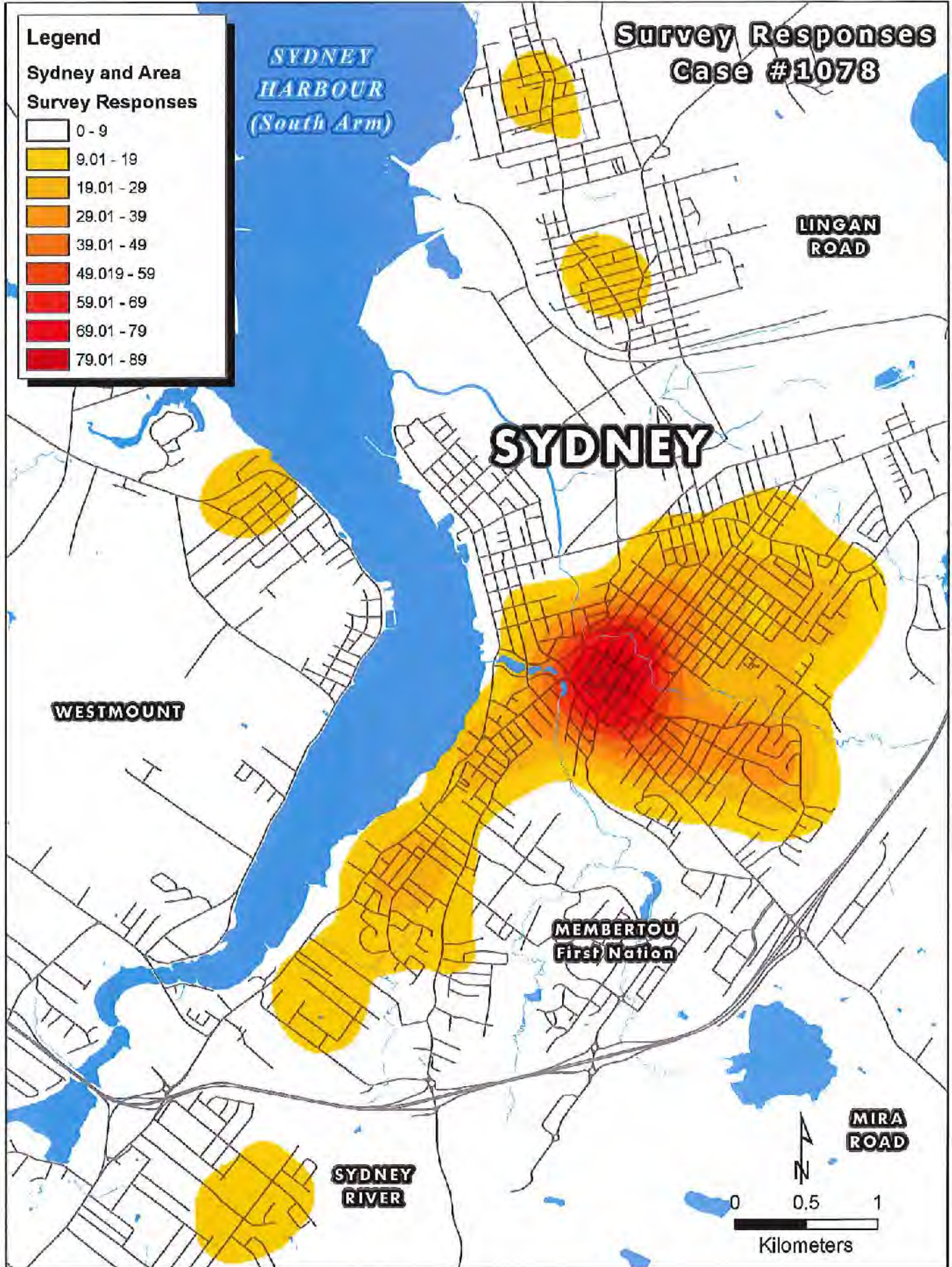
I look forward to hearing from you. Please do not hesitate to contact me if you require further information.

Kind Regards,

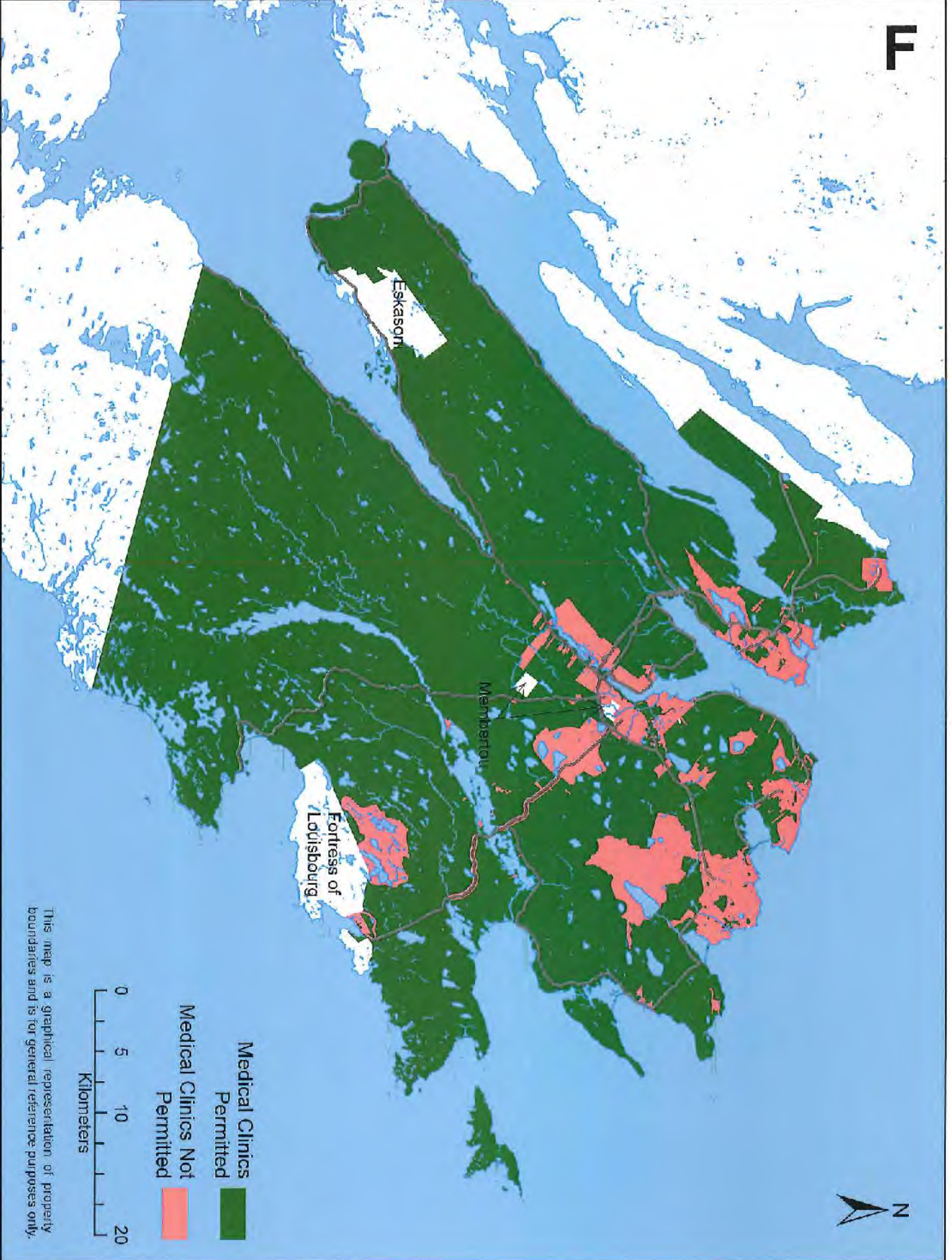
Signature: [REDACTED]

Dr. Margaret Fraser, MB, MCh, BAO, CCFP





F



This map is a graphical representation of property boundaries and is for general reference purposes only.

**Report on Call for Expressions of Interest – Citizen Representatives on Committees**

**Motion:**

Moved by Councillor Eldon MacDonald, seconded by Councillor Glenn Paruch, to approve the following recommendations from the February 9, 2021 Nominating Committee meeting for the nomination of citizens to the following Committees:

• **CBRM Board of Police Commissioners:**

- Candidate # P-1 - North Division
- Candidate # P-6 - Central Division
- Candidate # P-11 - East Division

• **Audit Committee:**

- Candidate #A-1

• **Heritage Advisory Committee:**

- Candidate # H-1
- Candidate # H-2
- Candidate # H-3
- Candidate # H-4
- Candidate # H-5

• **Cape Breton Regional Library Board:**

- Candidate # L-2
- Candidate # L-5

**Port of Sydney Development Corporation**

- *Individuals with Business and Commerce Expertise:*
  - Candidate # Port-2
  - Candidate # Port-4
- *Licensed to Practice Law:*
  - Candidate # Port-9

• **Diversity Committee:**

- *African Nova Scotia Community*
  - Candidate # D-1
- *Disability Community*
  - Candidate # D-8
- *Mental Health Community*
  - Candidate # D-2
- *First Nations Community*
  - Candidate # D-4
- *Newcomer Community*
  - Candidate # D-3
- *Women's Group Community*
  - Candidate # D-5
- *Community Member at Large:*
  - Candidate # D-6
  - Candidate # P-12
  - Candidate # P-14

.../2

**Motion Cont'd:**

and that the names of the successful candidates will be publicly released at a future Council meeting once the citizens have accepted the positions and any required background checks have been completed.

Discussion:

The number of returning members to Committees was discussed. The Clerk noted that the confidential matrix which was sent to Council references candidates presently serving, as well as those serving another term.

Mayor McDougall advised that the number of terms served is taken into consideration.

**Motion Carried.**

## M·E·M·O

320 Esplanade

Sydney, Nova Scotia, B1P 7B9

902-563-5010

**To:** Mayor Amarida M. McDougall and Members of Council  
**From:** Deborah Campbell Ryan, Municipal Clerk  
**Date:** March 16, 2021  
**Subject:** Public Report: Citizen Appointments to various Committees

At the February 23, 2021 Council meeting, a motion was passed approving the recommendations of the Nominating Committee for the appointment of citizens to various Committees and Boards with reference by number, subject to their acceptance of the positions and any required background checks to be completed. (copy attached)

I am pleased to advise that all successful applicants have accepted the positions and the required background checks are complete and in order.

Therefore I am now providing Council with a public report on the successful candidates, as follows:

- **CBRM Board of Police Commissioners (2-year term):**
  - North Division: Lloyd Bailey (Candidate # P-1)
  - Central Division: Helen Luedee (Candidate # P-6)
  - East Division: Dale Deering-Bert (Candidate # P-11)
- **Audit Committee (2-year term):**
  - Mark Galley (Candidate #A-1)
- **Heritage Advisory Committee (2-year term):**
  - Thomas Ashford (Candidate # H-1)
  - Eric Macdonald Keys (Candidate # H-2)
  - Allie MacInnis (Candidate # H-3)
  - Saul MacNeil (Candidate # H-4)
  - Spyro Trifos (Candidate # H-5)
- **Cape Breton Regional Library Board (2-year term):**
  - Ron MacDonald (Candidate # L-2)
  - Douglas MacLennan (Candidate # L-5)

Continued ...

**Port of Sydney Development Corporation (3-year term):**

- *Individuals with Business and Commerce Expertise:*
  - Greg Delaney (Candidate # Port-2)
  - Peter Gillis (Candidate # Port-4)
- *Licensed to Practice Law:*
  - Dan MacDonald (Candidate # Port-9)
- **Diversity Committee (2-year term):**
  - *African Nova Scotia Community*
    - Andrea Hawley (Candidate # D-1)
  - *Disability Community*
    - Jenny-Rachel Lind (Candidate # D-8)
  - *Mental Health Community*
    - Keith Anderson (Candidate # D-2)
  - *First Nations Community*
    - Jennifer Jesty (Candidate # D-4)
  - *Newcomer Community*
    - Hind Eloukkal (Candidate # D-3)
  - *Women's Group Community*
    - Ann MacPhee (Candidate # D-5)
  - *Community Members at Large:*
    - Mary Susan Burke (Candidate # D-6)
    - Susan McDonald (Candidate # P-12)
    - Amanda Seymour-Skinner (Candidate # P-14)

*(Note: a second call for citizen representatives from the Gay, Lesbian & Transgendered community; Cape Breton University and the Cape-Breton Victoria Regional Centre for Education for the Diversity Committee has been issued with a deadline of March 26<sup>th</sup>. A report on same will be forwarded to the Nominating Committee for referral to Council.)*

Further, there were citizens to the Port of Sydney Development Corporation Board at the January 21, 2020 Council meeting, however their names were never publicly released. Therefore I am now reporting the following:

- *Individual with a professional engineering designation:*
  - Troy Hulme
- *Individuals with a professional accounting designation:*
  - Sylvie Gerbasi
- *Individuals with expertise in Business and Commerce:*
  - James Kerr

This is for information purposes only.

*Original signed by:*

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**Deborah Campbell Ryan,  
Municipal Clerk**

**CBRM Tow Truck Licencing By-law**

**Motion:**

Moved by Councillor Parsons, seconded by Councillor Bruckschwaiger, to approve for first reading the proposed amendments to the CBRM Tow Truck Licencing By-Law as presented.

**Discussion:**

In response to questions, it was clarified by the Staff Sergeant Boone that there would be opportunity for input regarding the bylaw prior to the second reading. He also discussed the current towing contract and the process followed prior to the by-law being initiated.

**Motion Carried.**



**CAPE BRETON REGIONAL MUNICIPALITY**  
**NOTICE**

**By-Law for Second (Final) Reading by Council**

**TAKE NOTICE** that the following By-Law will be brought to Council for second (final) reading on **Tuesday, March 23, 2021 at 6:00 pm:**

<b>By-Law</b>	<b>Intent</b>
Amendments to the Tow Truck Licencing By-Law	<ul style="list-style-type: none"><li>• To add the completed Schedule 1 to the By-Law;</li><li>• To clarify the classification of driver's licence</li><li>• To include the authority under the <i>Municipal Government Act</i> for the By-Law</li></ul>

A copy of the proposed By-law amendments can be obtained by contacting the Municipal Clerk's Department at 902-563-5010 or emailing: [clerksoffice@cbrm.ns.ca](mailto:clerksoffice@cbrm.ns.ca)

**Anyone wishing to comment on the proposed By-Law amendments is welcome to submit a statement to the CBRM Clerk's Department no later than 4:00 p.m. on Friday, March 19, 2021, either by email: [clerksoffice@cbrm.ns.ca](mailto:clerksoffice@cbrm.ns.ca); voicemail 902-563-5010; by Canada Post Mail or hand delivered to City Hall, 320 Esplanade, Sydney, NS B1P 7B9, and all comments must include the name and address of the submitter.**

**Signed: Deborah Campbell Ryan**  
**Municipal Clerk**  
**March 5, 2021**



**CBRM**

*A Community of Communities*

**Cape Breton Regional Municipality**

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## Memo

**Date:** February 17, 2021  
**To:** CBRM Council  
**From:** Staff Sgt. Gil Boone  
**Re:** CBRM Tow Truck Licencing By-Law

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Dear Members of Council,

The Tow Truck Licencing By-Law was passed by Council on June 23, 2020.

However as a result of a review and consultation with the Province of Nova Scotia, a few changes are required before proceeding to have it registered under the *Summary Proceedings Act*.

The noted issues were as follows;

- The required Schedule 1 was completed and added to the existing document.
- Clarification on the classification of the driver's licence.
- The authority for the By-Law to be noted with the appropriate section of the *Municipal Government Act*.

The amendments are included in the attached By-law and are recommended to Council for approval.

**Recommendation:**

That Council approve the proposed amendments to the Tow Truck Licencing By-Law as outlined for first reading.

**Staff Sgt. Gil Boone**

# CAPE BRETON REGIONAL MUNICIPALITY

By-Law No: T-200

## Tow Truck Licencing By-law

**BE IT ENACTED** by the Council of the Cape Breton Regional Municipality, under the authority of Section 171(1)(f) and Section 172(2)(e) of the *Municipal Government Act*, as follows:

### **1. DEFINITION**

(1) In this by-law:

"*CBRM*" means the Cape Breton Regional Municipality;

"*Collision*" means the unintended contact resulting from the motion of a Motor Vehicle and/or its load;

"*Collision Scene*" means the general location or place where a Collision occurred;

"*Collision Towing*" means the towing of a disabled Vehicle as the result of a Collision;

"*Commercial Motor Vehicle*" means a Motor Vehicle having permanently attached thereto a truck or delivery body and includes an ambulance, hearse, casket wagon, fire apparatus, bus and tractors used for hauling purposes on the highway;

"*Council*" means the Council for CBRM;

"*Dolly*" means a four-wheeled carriage used in towing to support the trailing end of the Towed Vehicle;

"*Driver*" means any Person who Drives or operates a Tow Truck;

"*Drop Fee*" means any fee or commission paid to the Owner or Driver of a Tow Truck or to a Tow Truck Broker in return for the towing or otherwise conveying of a Vehicle to a particular place, which fee is in addition to the amount which the Owner or Driver of the Tow Truck is authorized to charge to the Hirer;

"*Flatbed*" means a platform body with a winch for loading;

"*Gross Vehicle Weight Rating (GVWR)*" means the maximum total Vehicle rated capacity, measured at the tire ground interface, as rated by the chassis manufacturer;

"*Hirer*" means the Registered Owner of a Vehicle, to be towed or being towed, his/her agent or any Person lawfully in possession of the Vehicle to be towed or being towed;

"*Inspector*" means an inspection officer duly appointed by Council;

"*Licence*" means the certificate issued under this by-law as proof of **licencing** under this by-law;

**CBRM By-Law No. T-200**  
**Tow Truck Licencing By-law**

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"*Licence Renewal Sticker*" means the coloured consecutively numbered sticker issued with the renewal of the Owner's Licence, to be attached to the Owner's Plate. The sticker indicates the expiry year of the Owner's Licence;

"*Licence Sticker*" means the stamp or seal issued to an Owner under this by-law;

"*Manager*" means the Manager responsible for administration and enforcement of this By-law, as appointed by Council, and includes his or her designates.

"*Motor Vehicle*" includes an automobile, truck, trailer, motorcycle and any other Vehicle propelled or driven otherwise than by muscular power, but does not include a motorized snow Vehicle or motor-assisted Vehicle;

"*Municipal Boundary*" means the boundary encompassing CBRM;

"*Nuisance*" means:

(a) the obstruction or interference with Persons involved in a Motor Vehicle Collision or otherwise in need of the service of a Tow Truck,

(b) the obstruction or interference with emergency services personnel responding to a Motor Vehicle Collision, which personnel would include, but not be limited to peace officers, members of a fire department and members of an ambulance service, and

(c) the obstruction or interference with other Tow Truck Drivers or Owners and pedestrian or vehicular traffic;

"*Owner*" means the holder of the plate portion of the Permit issued under the *Motor Vehicle Act*;

"*Owner's Plate*" means a number plate issued to an Owner Licenced under this by-law;

"*Permission to Tow a Vehicle Form*" means a form supplied to a Driver or Owner by CBRM which must be completed and signed by the Tow Truck Driver and the Hirer prior to a tow commencing in CBRM where such tow is requested by the Hirer;

"*Permit*" means the Licence or certificate issued under this by-law;

"*Person*" includes a firm or Corporation to whom the context can apply;

"*Registered Owner*" means the Person shown to be the Owner of a Motor Vehicle according to the records maintained by the Registrar of Motor Vehicle for the Province of Nova Scotia;

"*Tow Bar*" means a device for positioning a Towed Vehicle behind a towing Vehicle;

"*Tow Sling*" means a device used for lifting and towing Vehicles with a partial load supported on rubber belts;

**CBRM By-Law No. T-200**  
**Tow Truck Licencing By-law**

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*"Tow Truck"* means a Vehicle used for towing or otherwise conveying Vehicle(s) which shall include a Wrecker Body;

*"Tow Truck Broker"* means a Person who in pursuance of a trade, calling business or occupation arranges for the provision for hire to a Hirer of the services of a Tow Truck not owned by such Person;

*"Towed Vehicle"* means a Vehicle or any part thereof towed or otherwise conveyed by a Tow Truck, under an agreement between the Owner of the Vehicle to be towed and the Driver or Owner of a Tow Truck;

*"Underlift"* means a device used for towing Vehicles by lifting one end of the Towed Vehicle from under the axle or structural member of the Towed Vehicle;

*"Vehicle"* includes a Motor Vehicle, or Commercial Motor Vehicle;

*"Vehicle Pound Facility"* means land, buildings or structures or part thereof, used for the temporary storage of impounded Vehicles within a secure area which is fenced and gated or inside a building and where a storage fee is charged and may include property held under police or other government authority. An office shall be located on the property;

*"Wheel lift"* means a device used for towing Vehicles by lifting one end of the Towed Vehicle by the wheels;

*"Work Order"* includes any for, order, invoice, written authorization or any other document that when signed by a Hirer provides authorization to any Person, Vehicle Pound Facility, Licenced Automobile Service Station, or any other business or Person, to carry out any work to the Hirer's Vehicle, which includes any repair or maintenance to the Vehicle;

*"Wrecker Body"* means a manufacturer's box designed to be attached to the frame of a cab and chassis and used with an Underlift, Tow Bar or Tow Sling or Wheel lift or flat bed carrier or other similar device and which is equipped with a winching and hoisting mechanism and maintained in a manner to ensure the safe lifting and conveying of a Vehicle to be towed;

(2) (a) For the purposes of this by-law a Person shall be acting as the Driver or Owner of a Tow Truck if that Person conveys or seeks to convey, for hire, or holds himself out, by his actions or words, as being available to convey, for hire, a Vehicle from a point within the municipality of CBRM, to either a point also within the municipality of CBRM or to any point beyond its limits whether such conveyed Vehicles are intact or inoperable;

(b) Section 1 (2) does not apply where a Vehicle is towed from a point within the municipality of CBRM to a point beyond its limits with the prior consent of the Owner of the Vehicle or that Person's authorized agent;

(c) In the absence of any evidence to the contrary, the tow will be deemed to originate in CBRM.

**2. MANAGER**

(1) The Manager shall:

(a) receive, establish the material to be filed in support of an application for, and process all applications for Licences and for the renewal of Licences to be issued under this by-law;

(b) issue Licences to and renew Licences for Persons who meet the requirements of this by-law;

(c) impose terms and conditions on a Licence where the Manager is of the opinion that a term or condition of a Licence should be imposed;

(d) refuse to issue, renew a Licence or revoke or suspend a Licence, where the Manager is of the opinion that the Applicant is disentitled to a Licence under Section 10;

(e) enforce the provisions of this by-law;

(f) generally perform all the administrative functions conferred upon it by this by-law.

(g) issue a conditional Licence for a term of not more than six (6) months, to be reviewed by the Manager with the possibility of renewal, when an applicant has met all the requirements of Section 4 of this by-law and is awaiting decision from the Parole Board of Canada for a record suspension in accordance with Subsection 4(3)(d).

(2) When an Owners Plate is defaced, destroyed or lost, the Licenced Owner shall apply to the Manager for a replacement and on payment of the appropriate fee under Schedule 1 the Manager shall issue a replacement Owner's Plate as required.

**3. LICENCING**

(1) No Person shall act as or be the Owner of a Tow Truck in CBRM unless he/she is licenced as an Owner under this by-law.

(2) No Person shall drive, or act as the Driver of a Tow Truck in CBRM unless he is licenced as a Driver under this by-law.

(3) Unless provided otherwise in this by-law a Person who is the Owner of more than one Vehicle shall take out a separate Licence for each Vehicle owned by him/her which is to be used in CBRM.

**4. AREAS OF JURISDICTION**

The jurisdiction of this Towing By-law is the Cape Breton Regional Municipality. CBRM shall be divided into zones for the purpose of this By-Law as set out in Schedule 2. A Driver's Licence is valid throughout the Municipality, but an Owner's Licence is only valid for one zone. No Driver's Licence and/or Vehicle Owner's Licence shall be issued unless the business address of the towing business to be hiring the applicant, or owning the tow truck, is in the service area intended to be served by the driver or towing business.

## **5. REQUIREMENTS TO OPERATE A TOW TRUCK BUSINESS**

Every person engaged in the business of operating a tow truck or owning a tow truck vehicle shall be in the employ of a towing business:

- a. which has a separate address and phone number other than the proprietor's place of residence;
- b. which has a place of business that allows for off-street parking or storage of all tow trucks operated by the business and that is in compliance with the provisions of the CBRM Land Use By-law in effect for the property on which the place of business is located;
- c. which is registered in good standing with the Nova Scotia Registry of Joint Stock Companies.

## **6. LICENCE**

(1) (a) No person shall be licenced under this by-law unless he/she:

(i) has at least five years driving experience after completing the requirements of a full Nova Scotia **Class 5** driver's licence;

(ii) is a citizen of Canada or a landed immigrant, or has a valid employment authorization issued by the Government of Canada to work as a Driver; and

(iii) has a working knowledge of English.

(b) Any Driver who does not meet the requirements as stated in subsection 6(1)(a) of this By-law on or before the date that subsection 6(1)(a) was enacted and passed shall be grandfathered, provided that they maintain a clear driver abstract until they have fulfilled the requirements of subsection 6(1)(a).

(2) The provisions of subsection 1 do not apply to a Corporation.

(3) No Person shall be Licenced under this by-law as a Driver unless:

(a) He/she has a current valid **Class 5** Driver Licence issued by the Province of Nova Scotia;

(b) He/she produces a criminal record search issued within the past thirty (30) days by the Cape Breton Regional Police Service, or other police service in Nova Scotia, which contains no convictions for five (5) years prior to the date of application or renewal.

(c) He/she produces a driver's abstract issued within the past thirty (30) days which contains not more than six (6) demerit points or any one *Nova Scotia Motor Vehicle Act* conviction with a value of four (4) or more demerit points or similar convictions from outside of the Province of Nova Scotia.

(d) If applicable, he/she produces documentation proving a current application to the Parole Board of Canada for a record suspension in accordance with the *Criminal Records Act*, is actively being pursued.

(e) he/she has his/her photograph taken by the Manager.

**CBRM By-Law No. T-200**  
**Tow Truck Licencing By-law**

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(4) No Person shall be licenced as an Owner unless:

(a) he/she produces for each Tow Truck to be used, a current valid Motor Vehicle Permit issued by the Registry of Motor Vehicles issued in the applicant's name; or if a Tow Truck is a leased Vehicle, provides a copy of the lease agreement for the Tow Truck;

(b) he/she produces and files with the Manager either:

(i) a Nova Scotia Motor Vehicle Inspection report showing that the Tow Truck has been accepted within the previous sixty (60) days of this submission; or

(ii) a Safety Standard Certificate issued under the *Motor Vehicle Act*

within sixty (60) days of this submission.

(c) he/she produces and files with the Manager a copy of the certificate of insurance for the Tow Truck for which he/she is the Owner endorsed to provide that the Manager shall be given at least ten (10) days' notice in writing of the cancellation or expiration or variation in the amount of the policy and insuring each such Tow Truck in at least the following amounts:

(i) in respect to any one claim, in the amount of at least two million (\$2,000,000) exclusive of interest and costs, against liability resulting from bodily injury to or the death of one or more Persons and loss or damage to property;

(ii) in respect of any one claim, in the amount of at least \$100,000 against liability for damage to a customer's Motor Vehicle while in his/her care, custody or control and caused by Collision, upset, fire, lightning, theft or attempt thereat, malicious mischief, windstorm, hail, explosion, riot, civil commotion or rising water; and

(iii) in respect of any one claim, cargo liability insurance in the amount of at least \$50,000 to indemnify the applicant against loss by reason of his/her legal liability indirect physical loss or damage to Vehicles and other items of property accepted by the applicant for towing or conveyance;

(d) he/she states in writing whether he/she has any interest either directly or indirectly, in a Vehicle pound, yard or building used for the storage or impounding of Vehicles, a Vehicle body shop or other kind of public garage or any other yard, shop, building or place used for the storage, repair or servicing of Vehicles, provide and filed with the Manager full information as to the location and the type of facilities in which he/she has an interest and the nature and extent of the interest.

**7. REPRESENTATION**

No Person shall publish or cause to be published any representation that he/she is licenced under this by-law if he/she is not.

**8. SUBMISSION OF APPLICATION TO MANAGER**

(1) Every Person applying to obtain or renew for a Licence under this By-law shall file with the Manager a duly completed application form provided by the Manager, in which the applicant shall provide all information sought in such application form.

(2) The applicant shall, at the time of the filing of the application form required under subsection (1), deliver to the Manager the following:

(a) a non-refundable payment in the amount of ten (10) per cent of the total Licence fee prescribed in Schedule 1 to this By-law. The minimum payment due at the time of filing a Licence application shall be ten (10) dollars. The maximum payment due at the time of filing a Licence application shall be one hundred and fifty (150) dollars;

(b) The balance of the fee prescribed in Section 1 to Schedule 1 of this By-law, that is the total Licence fee minus the deposit made at the time of filing the Licence application, plus all other applicable charges as established by Section 2 of Schedule 1 shall become due and payable prior to the issuance of the Licence;

(c) if the applicant is a Corporation, a copy of the incorporating document and a copy of the last annual information return which has been filed with the appropriate government department; and,

(d) if the applicant is a registered partnership, a copy of the registered declaration of partnership.

(3) Every application/renewal form shall include a requirement that the applicant provide at least the following information:

(a) the name and address of the applicant;

(b) the address of the applicant to which CBRM or its Manager may send or deliver any notice or other document required or authorized by this by-law

(c) any trade or business description to be used in relation to the business;

(d) the address and telephone number used in connection with such business;

(e) a record of all offences under any by-law provincial statute or federal statute of which the applicant; if the applicant is an individual; any of the partners, if the applicant is a partnership; or any of the directors, shareholders and officers of a Corporation, if the applicant is a Corporation, has or have been convicted.

(f) a Driver's History from the Registry of Motor Vehicles at the applicant's expense.

(4) In addition to the above requirements, on an application for renewal of a Licence the previous year's Licence and, when required by the Manager, the Owner's Plate, shall be returned to the Manager.

(5) If the applicant is not an individual, the application form shall be completed and updated from time to time as this By-law requires, by an individual duly authorized by the applicant to execute such form on

behalf of the applicant and binding upon it, and the individual completing such form shall sign the form, certifying the truth and completeness of the information provided therein.

(6) The provisions of this by-law relating to an application for a Licence shall apply, with necessary modifications, to an application for the renewal of a Licence or to amend a Licence or a condition of such Licence, except that where the applicant notifies the Manager that the information on file with the Manager has not changed, the applicant shall not be required to complete a new application form or amendment thereto in respect of an application for renewal.

**9. THE MANAGERS POWER TO REFUSE TO ISSUE, RENEW A LICENCE OR REVOKE OR SUSPEND A LICENCE**

(1) The powers and authority to refuse to issue or renew a Licence, to cancel, revoke or suspend a Licence, or to impose terms and conditions on a Licence, are hereby delegated to the Manager and his or her delegates.

(2) Where the Manager is of the opinion that:

(a) an application for a licence ore renewal of a licence should be refused.

(b) a reinstatement should not be made,

(c) a licence should be revoked,

(d) a licence should be suspended, or

(e) a term or condition of a licence should be imposed, he or she shall make that decision

(3) After a decision is made by the Manager, written notice of that decision shall be given to the Applicant or Licencee advising the Applicant or Licencee of the Manager's decision with respect to the application or licence.

(4) The written notice to be given under subsection (1) shall:

(a) set out the grounds for the decision;

(b) give reasonable particulars of the grounds;

(c) be signed by the Manager; and

(d) state that the Applicant or Licencee is entitled to a hearing by the Appeals Standing Committee if the Applicant or Licencee delivers to the Manager, within seven (7) days after the Notice under subsection (1) is served, a notice in writing requesting a hearing by the Appeals Standing Committee and the appeal fee as set out in Schedule 1 of this By-law. The Manager shall forward the request for appeal to the Clerk.

(5) Where no appeal is registered within the required time period, the decision of the Manager shall be final.

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(6) No Person shall re-apply with the Manager to obtain or renew a Licence for a minimum of one year from the later of:

(a) the date of the Manager's decision to refuse to issue, renew or revoke a Licence; or

(b) where the decision of the Manager is appealed, the date of the Appeals Standing Committee's decision if the Appeals Standing Committee upholds the decision to refuse to issue, renew or revoke a Licence.

(7) An applicant for a Licence who complies with the provisions of this By-law is, subject to the provisions of this By-law, entitled to be issued a Licence, except where:

(a) there are reasonable grounds for belief that any application or other document provided to the Manager by or on behalf of the applicant contains a false statement or provides false information; or

(b) the past or present conduct of the applicant, or of any partner, in the case of an applicant which is a partnership, or of any director, shareholder or officer of the Corporation, if the applicant is a Corporation, affords reasonable grounds for belief that the business in respect of which the application is made will not be carried on in accordance with the law and with integrity and honesty; or

(c) there are reasonable grounds for belief that the carrying on of the said business will result in a breach of this By-law or any other law, including any applicable requirement of the CBRM Land Use By-Law; or

(d) the financial position of the applicant affords reasonable grounds to believe that the business will not be carried on in a financially responsible manner; or

(e) there are reasonable grounds for belief that the application does not meet all the requirements of this By-law, or that the business is carried on or intended to be carried on in area of CBRM where such business is prohibited by this By-law from being carried on, or in respect of which the issuing of a Licence in respect of the business is not permitted by this By-law; or

(f) the conduct of the applicant or of one or more of the Persons referred to in paragraph (2) of this section affords reasonable grounds for belief that the carrying on of the business in respect of which the Licence is sought would infringe the rights, or endanger the health or safety, of one or more members of the public; or

(g) the amount payable in respect of the Licence applied for has not been paid; or

(h) the applicant has failed to pay the fine or fines imposed by a court as a sentence arising from convictions for breach of a By-law enacted by CBRM.

(i) the applicant has failed to pay a penalty imposed by CBRM arising from a contravention of a By-law.

(j) Any driver's abstract which indicates more than six (6) demerit points or contains any one (1) conviction with a value of four (4) or more demerit points will not be approved to be Licenced.

**10. THE HEARING BEFORE THE APPEAL COMMITTEE**

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(1) The powers and authority to conduct appeal hearings under this By-law are hereby delegated to the Appeals Standing Committee.

(2) When the Applicant or Licencee who has been given written notice of the hearing does not attend at the appointed time and place, the Appeals Standing Committee may proceed with the hearing in his absence and the Applicant or Licencee shall not be entitled to any further notice of the proceedings.

(3) At the conclusion of a hearing, the Appeals Standing Committee may give its decision orally or reserve its decision, but in any case it shall provide its decision in writing within fourteen (14) days of the hearing to the Applicant or Licencee and the Manager.

**11. COMMITTEE DECISION FINAL**

(1) In making its decision the Appeals Standing Committee may uphold or vary the decision of the Manager, or make any decision that the Manager was entitled to make in the first instance. The decision of the Appeals Standing Committee issued under this By-law is final.

(2) A Licence issued under this By-law is personal to the licensee, and cannot be transferred.

(3) Where a Licence has been revoked, the licensee is entitled to a refund of a part of the licence fee proportionate to the unexpired part of the term for which it was granted.

**12. NOTICE**

(1) Any notice required to be given by CBRM under this By-law is sufficiently given if delivered personally or sent by registered mail addressed to the Person to whom delivery is required to be made at the last address for delivery appearing on the records of the Manager.

(2) Where service is effected by registered mail, it shall be deemed to be made on the third day after the date of mailing, unless the Person on whom service is being made establishes that he/she did not, acting in good faith, through absence, accident, illness or other cause beyond his or her control, receive the notice or order until a later date.

**13. CHANGES IN INFORMATION**

(1) Every licensee shall notify the Manager in writing within seven days after the event, of any change in any of the information contained in the application form.

(2) Where a change has occurred in the name or business name of a licensee, the licensee shall attend within seven days of the date of the change at the office of the Manager, to have the Licence and Licence records amended accordingly.

**14. ISSUE OF LICENCE**

(1) Where an application for an Owner's Licence is made in accordance with the provisions of this By-law and the applicant meets all the requirements of this By-law, the Manager shall issue a Licence and an

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Owner's Plate both of which shall set out the expiry date of the Licence and the applicant shall thereby be licenced.

(2) Where an application for a Driver's Licence is made in accordance with the provisions of this By-law and the applicant meets all the requirements of this By-law, the Manager shall issue a Licence which shall set out the expiry date of the Licence and the applicant shall thereby be licenced.

**15. RENEWAL OF LICENCE**

(1) Every application for renewal of a Driver's Licence, or an Owner's Licence must be delivered to the Manager before the expiry of the term of Licence.

(2) Where a Driver's Licence is renewable, the Manager shall issue a Licence which shall set out the expiry date of the Licence and the Driver's Licence is thereby renewed.

(3) Where an Owner's Licence is renewable, the Manager shall issue a Licence and an Owner's Plate or if applicable a Licence Sticker, all of which shall set out the expiry date of the Licence and the Owner's Licence is thereby renewed.

(4) No Licence may be renewed more than sixty (60) days after the date upon which it expires.

**16. OWNER LESSEE FROM MOTOR VEHICLE DEALER OR LEASING COMPANY**

Where the applicant for an Owner's Licence has leased a Vehicle to be used as a Tow Truck from a Motor Vehicle dealership or leasing company, the Owner's Licence shall be issued in the applicant lessee's name provided that a copy of the lease has been filed with the Manager and the applicant shall thereby be licenced.

**17. TERM OF LICENCE**

(1) Every Licence issued to a Tow Truck Driver, shall be valid for a period of one year effective from his/her birthday except where:

(a) the initial Licence issued to a Driver, is issued within ninety-one (91) days prior to his/her birthday, such Licence shall be valid until the next following birthday; or

(b) the initial Licence issued to a Driver, is issued on a date which is greater than ninety-one(91) days prior to his/her birthday, such Licence shall be valid until the next birthday; or

(c) the Driver's birthday is February 29th, the expiry date for such Driver's Licence shall be February 28th, for licencing purposes only.

(2) Section 21(1) does not apply to a Driver who is also the Owner of a Tow Truck, such Driver's Licence shall expire on the same date as the Owner's Licence.

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(3) Where the Licenced Owner is a Corporation, the individual Person holding the shares carrying at least 51% of the voting rights attached to all shares of the Corporation, shall be deemed to be the Owner and his/her Driver's Licence shall expire on the same date as the Corporation's Owner's Licence.

23. Every Licence issued to an Owner of a Tow Truck shall be valid for a period of one year effective from the first (1st) day of July up to and including the last day of June of the following year.

**18. RETURN OF THE LICENCE AFTER REVOCATION OR SUSPENSION**

(1) When a Licence has been revoked, deemed unrenovable, cancelled or suspended, the holder of the Licence shall return the Licence to the Licencing Unit within twenty four (24) hours of service of written notice of the decision of the Manager or, where an appeal has been filed, the decision of the Appeals Standing Committee, and the Manager may enter upon the business Premises of the Licencee for the purpose of receiving, taking, or removing the said Licence.

(2) When a Person has had his or her Licence revoked or suspended under this by-law, he or she shall not refuse to deliver up or in any way obstruct or prevent the Manager from obtaining the Licence in accordance with subsection (1).

**19. RIGHT OF INSPECTION OF LICENCED PREMISES OR VEHICLES**

(1) An Inspector or the Manager may at any reasonable time enter upon and inspect the business premises or Vehicles of any licencee to insure that the provisions of this By-law have been complied with, and an Inspector on completion of an inspection shall complete and file with the Manager a written report on the inspection.

(2) Upon an inspection under subsection (1), the Person inspecting is entitled access to the invoices, vouchers, appointment books or trip sheets or like documents of the Person being inspected provided such documents are relevant for the purposes of the inspection and the Person inspecting may remove with the licencee's consent any of the aforementioned documents for the purpose of photocopying provided a receipt is given the licencee and the documents are returned to the licencee within forty-eight (48) hours of removal.

**20. VEHICLE INSPECTION**

(1) The Manager may require an Owner to submit his/her Tow Truck for inspection at any time and at an appointed place and the Owner shall submit each Tow Truck for inspection when required to do so by the Manager.

(2) When a Tow Truck and its equipment have been examined by the Registry of Motor Vehicles or licenced mechanic and the Tow Truck or its equipment is found to be mechanically defective, the Tow Truck Owner shall not operate the Tow Truck or Permit it to be operated, until the Tow Truck has been reinspected and approved by the Registry of Motor Vehicles or other inspecting authority.

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(3) When a Tow Truck is examined by the Registry of Motor Vehicles or licenced mechanic and a report states that the Tow Truck or equipment is dangerous or unsafe, the Owner shall remove and return to the Manager the Owner's Plate to be held until the Tow Truck and the equipment are certified to be safe by the Registry of Motor Vehicles or licenced mechanic.

(4) When an Owner is unable to obtain a Safety Standard Certificate issued under the *Motor Vehicle Act* for the Tow Truck following an inspection as required under subsection 1, the Owner shall remove and return to the Manager the Owner's Plate and the Owner shall not operate the Tow Truck until he/she obtains and produces a Safety Standard Certificate.

**21. LICENCE PRODUCTION**

Every Person licenced under this By-law, when requested by an Inspector, the Manager or a peace officer shall produce his/her Licence, photograph and other relevant documents required under this by-law.

**22. OWNER AND DRIVER DUTIES**

Every licenced Owner and Driver shall:

- (1) take due care of all Vehicles and property delivered or entrusted to him/her for towing;
- (2) comply with all reasonable instructions from the Hirer;
- (3) be civil and behave courteously;
- (4) keep a permanent daily record of work performed by the Tow Truck owned or operated by him/her or his/her behalf either in a continuous log sheet or by consecutively numbered bills or invoices showing:
  - (a) the name and address of every Hirer;
  - (b) a description of the Vehicle towed or conveyed including the Provincial Motor Vehicle Permit number of any such Vehicle;
  - (c) the rate charged, and,
  - (d) the total fee collected.
- (5) keep every Tow Truck and its equipment clean, in good repair, free from exterior body damage with a well maintained exterior paint finish;
- (6) before demanding payment for services, present to the Hirer an itemized bill for the services setting out the cost of all services and equipment provided or to be provided on the basis of the rate set out in the schedule of rates filed by the Owner with the Manager, or as set out in Schedule 3 under this By-law;
- (7) convey the Vehicle to the Hirer's Vehicle Pound Facility or the Hirer's home and if the Hirer's desired Vehicle Pound Facility is closed, the Tow Truck Owner or Driver must take the Vehicle to the Hirer's home, if desired by the Hirer, or to the Tow Truck Owner's or Driver's Vehicle Pound Facility and may only charge

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the general mileage rate as set out in Schedule 3 of the By-law for a re-low from the Tow Truck Owner's or Driver's Vehicle Pound Facility to the Hirer's desire Vehicle Pound Facility when it opens;

(8) register with the Manager the name of the licenced Vehicle Pound Facility used by the Owner and Driver where a Vehicle is towed when a Hirer has not directed or instructed the Owner and Driver to tow the Vehicle to a specific Vehicle Pound Facility, the Hirer's home or other location.

(9) accept payment (by way of a functioning device where applicable) for any services provided under this By-law using a payment method of the Hirer's choice including credit card, debit, cash or any other prescribed method of payment; and

(10) provide the Hirer (or his/her agent) with access to the Vehicle that is the subject of the tow services, in order to permit the removal of all property contained in the Vehicle, including money, valuables, documents and records, unless otherwise directed by a member of a police force. ~~(39-18)~~

**23. OWNER AND DRIVER PROHIBITIONS**

(1) No Licenced Owner or Driver shall operate or Permit to be operated a Tow Truck which lacks any of the following equipment which is in a good state of repair:

(a) a winching or hoisting device of sufficient capacity to safely lift the Vehicle to be towed;

(b) Wheel lift or an Underlift equipped and maintained in a manner to ensure the safe lifting and conveying of a Vehicle to be towed;

(c) one device for securing the steering wheel of a Vehicle;

(d) two dry chemical fire extinguishers having an effective total rating equivalent to at least 4-B C, and at least each weighing 2.27 kg (approximately 5 lbs.);

(e) a minimum of two tow safety chains having a minimum length of 2.7432 metres (approximately 9 feet) each with links of at least 7.9375mm steel (5/16 inches);

(f) four (4) safety pylons;

(g) an intermittent amber warning light system consisting of at least one light which would be clearly visible in all directions for a distance of least 100 metres (approximately 328 feet);

(h) a broom;

(i) a shovel;

(j) a general purpose first aid kit;

(k) a crowbar/prybar at least 152.4 cm (60 inches) in length;

(l) at least two wheel blocks;

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- (m) flares or reflector kits;
  - (n) wheel wrenches;
  - (o) light bar for a rear extension carrier;
  - (p) and any other provision as may be required under the *Motor Vehicle Act*; and
  - (q) a Dolly.
- (2) No licenced Owner or Driver shall:
- (a) interfere with any contract for hiring of a Tow Truck where a Person has hired or has indicated his/her intention to hire a Tow Truck;
  - (b) induce any Person to employ or hire a Tow Truck by making any false representation to any Person such as the location of or distance to any place or any other matter;
  - (c) use or permit to be used a Tow Truck which has been found to be unsafe or defective after examination and inspection as required under this By- law;
  - (d) demand or request payment for his/her services other than in accordance with the applicable schedule of rates filed with the Manager, or as set out in Schedule 3 under this by-law;
  - (e) demand, request or receive a Drop Fee;
  - (f) charge a Hirer for time lost through defects or inefficiency of the Tow Truck, or the incompetence of the Tow Truck Owner or Driver;
  - (g) suggest or recommend to any Hirer that any Motor Vehicle in respect of which his/her services are to be given or requested, be towed, conveyed, driven or delivered to any particular salvage yard, body shop, storage yard, Vehicle Pound Facility, or any other public garage, building or place, unless he/she has been requested to do so by the Hirer, and may at no time suggest or recommend a salvage yard, body shop, storage yard or any other public garage, building or place located outside of the Municipal Boundary;
  - (h) permit a Person to be a passenger in a Tow Truck, except under the following circumstances;
  - (i) the passenger is the Hirer of the Tow Truck; or
  - (ii) the passenger is either the spouse, son, daughter or parent or similar relation in law of the Tow Truck Driver and in such cases the Driver is not to solicit a tow, engage in any form of towing or have his or her Tow Truck within 200 metres (approximately 653 feet) of the scene of a Collision nor shall the Driver cause or permit his or her passenger to solicit a tow or take any actions to engage in any form of towing while the passenger is in the Tow Truck; or

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(iii) the passenger has filed any application with the Manager for a Tow Truck Driver's Licence, or has recently been issued his or her initial Tow Truck Driver's Licence, and in either of these circumstances is receiving instructions on Driver training as to the operation of a Tow Truck while a passenger.

(i) operate or permit to be operated a Tow Truck with a Gross Vehicle Weight Rating of less than 4,536 kg (10,00 lbs.);

(j) operate or permit to be operated a Tow Truck without a Wrecker Body;

(k) operate or permit to be operated a Tow Truck without the Owner's Plate;

(l) operate or permit to be operated a Tow Truck without the Licence Renewal Sticker attached to the Owner's Plate;

(m) keep any Work Orders in the Tow Truck;

(n) provide any Work Orders to a Hirer;

(o) induce, pressure, suggest, recommend or in any way cause a Hirer to sign or agree to a Work Order or otherwise induce, pressure, suggest, recommend or in any way cause a Hirer to agree to any work to the Hirer's Vehicle, which work includes any repairs or maintenance.

(p) operate or permit to be operated a Tow Truck where the windshield or any window to the direct left or right of the driver's seat has been coated with any coloured spray or other coloured or reflective material that substantially obscures the interior of the Tow Truck when viewed from outside the Tow Truck except where the windshield or windows are tinted as per the original manufacturer specifications for the Motor Vehicle;

**24. DRIVER'S DUTIES**

Every Licenced Driver shall:

(1) drive the Tow Truck which is towing or otherwise conveying a Vehicle by the most direct route to the destination requested by the Hirer, and in the most expeditious manner, unless otherwise directed by the Hirer;

(2) clean up any debris, fragments of glass, Vehicle parts or other materials (excluding loads dumped during the Collision) and which may be a danger to the public from any highway or roadway prior to towing the Vehicle from the Collision Scene;

(3) At all times be neat and clean in personal appearance and properly dressed which must include but is not limited to:

(a) a blaze orange, a blaze yellow or a combination of both orange and yellow safety vest with two fluorescent stripes, five centimetres in length in the shape of an "X" on both the front and the back of the vest;

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- (b) patch green safety boots;
  - (c) pants with a silver reflective stripe down the side of both legs or a silver reflective band encircling each leg; and
  - (d) an identification badge showing the Driver's first initial and last name.
- (4) (a) retain all signed Permission to Tow a Vehicle Form for at least ninety (90) days from the tow date indicated on the Permission to Tow a Vehicle Form; and
- (b) make available to the Manager a copy of all signed Permission to Tow a Vehicle Form to the Manager within thirty (30) days of the date indicated on the Permission to Tow a Vehicle Form and make them available for inspection upon request by a Police Officer, the Manager or an Inspector at any time.
- (5) take a minimum of four (4) photographs, digital or otherwise, of every Vehicle before commencing a tow and said photographs shall:
- (a) capture all angles of the Vehicle include the front, back and sides of the Vehicle to identify all damage; and
  - (b) be kept by the Driver for a minimum of six (6) months which shall be made available to the Manager upon request.
- (6) where the Hirer refuses to sign the Permission to Tow a Vehicle Form, indicate such on the form and retain the form for the period prescribed in subsection 4 above.

**25. DRIVER PROHIBITION**

No Licenced Driver shall:

- (1) commence to tow or otherwise convey or move any Vehicle, or hook, lift or connect the Vehicle to the Tow Truck, or perform any other services unless first requested so to do by a Hirer, or a peace officer or any member of a municipal fire department, or any Person authorized by law to direct the removal of the Vehicle from private or public property;
- (2) where the request to tow a Vehicle outlined in Sub-Section (1) is from a Hirer, and where the tow is required as a result of a Motor Vehicle Collision, the Driver shall not commence to tow or otherwise convey or move any Vehicles, hook, lift or connect the Vehicle to the Tow Truck unless the Tow Truck Driver has a completed Permission to Tow a Vehicle Form and it has been dated and signed by the Hirer and he/she has provided a copy thereof to the Hirer;
- (3) alter or provide any information on the Permission to Tow a Vehicle Form;
- (4) stop, or park within 200 metres (approximately 653 feet) of a Collision location but this does not apply where the Tow Truck Driver has been summoned to the location of the Collision by one of the Persons referred to in sub-section (1) or where there are fewer Tow Trucks at the Collision location than Vehicles apparently requiring the services of a Tow Truck;

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(5) ask or seek out a Hirer or allow or direct an agent to ask or seek out a Hirer, at a Collision location or within 200 metres (approximately 653 feet) of a Collision location, where the actions of the Driver or agent constitutes a Nuisance;

(6) tow or otherwise convey or move any Vehicle which is to be towed outside the Municipal Boundary unless requested by the Owner or operator of the Vehicle or a peace officer or member of the municipal fire department;

(7) drive or act as a Driver unless the Registered Owner or where applicable, the lessee, of the Tow Truck is licenced under this by-law;

(8) commence to Drive or act as a Driver for any Registered Owner or, where applicable, any lessee, without first providing the Manager with a letter from that Person stating that the Owner or, where applicable, the lessee consents to the Driver operating their Licenced Tow Truck(s);

(9) commence to tow or otherwise convey or move any Vehicle or perform any other services unless first disclosing to the Hirer any interest (either direct or indirect) that the Driver has in any location or facility to which a Vehicle may be towed for repair, storage, appraisal or similar purpose in accordance with any prescribed standards.

**26. OWNER DUTIES**

Every Licenced Owner shall:

(1) immediately notify the Manager in writing when he/she gives possession and control of the Tow Truck for which he/she is licenced under this By-law to another Person or Permits the use of said Tow Truck by another Person other than through a bona fide contract of hiring for a period greater than one day;

(2) charge a flat rate for Collision Towing as set out in Schedule 3;

(3) file with the Manager a schedule of rates to be charged to Hirers for the towing or other conveyance of Vehicles and for other services offered or to be performed by him/her or his/her Driver for towing services other than Collision Towing;

(4) charge the rates, as set out in the schedule of rates filed with the Manager for towing and services other than Collision Towing;

(5) keep in the Tow Truck and show to the Hirer a copy of a tariff card showing the Schedule 3 flat rate, the applicable schedule of rates filed with the Manager in accordance with **Schedule 3** ~~section 35~~ of this By-law, and also showing, if applicable that the Hirer may be charged additional fees for storage by the operator of any storage facility or business to which the Hirer's Vehicle is to be towed;

(6) in the carrying out his/her business use only stationery, forms, bills, invoices, statements and any other printed or written advertising material including any published advertisement in a newspaper, periodical, directory or other publication, which has printed therein in clearly legible figures and letters:

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his/her name, address, phone number and the name of any Tow Truck Broker (as approved by the Manager) offering the services of said Tow Truck.

(7) retain for a period of sixty (60) days copies of all advertising matter used by him/her and shall produce the same to the Manager if and when requested;

(8) have attached to or painted on both sides of the body of the Tow Truck in a location close to the middle of the body panels or as near as possible and as approved by the Manager, the name and telephone number of the business as shown on the Owner's Business Licence. The letters and figures for the name and telephone number shall be:

(a) of solid contrasting colour to the colour of the vehicle;

(b) of material which will be visible in low light conditions from a distance of 15 metres (approximately 50 feet); and

(c) a minimum of eight centimetres ( approximately three inches) in height and a minimum of two centimetres (approximately .78 inch) in thickness.

(9) only use the service of a Tow Truck Driver who is licenced as a Driver under this by-law;

(10) have affixed to the Tow Truck rear window, on the driver's side, the Owner's Plate issued for that Tow Truck and have the municipal licence number painted or attached to both front fenders in letters and figures which shall be:

(a) of solid contrasting colour to the colour of the vehicle;

(b) a minimum of eight centimetres ( approximately three inches) in height and a minimum of two centimetres (approximately .78 inch) in thickness;

(c) of material which will be visible in low light conditions from a distance of 15 metres (approximately 50 feet); and

(d) include a designation with the letters "ML" as a precursor to the number.

(11) notify forthwith the Manager in writing of the particulars of such agreement or arrangement to transfer possession and control of a Tow Truck for which he/she has an Owner's Plate to another Person and where such agreement or arrangement is in writing shall file it with the Manager;

(12) give written notice of the sale or other disposition of a Tow Truck to the Manager within seven (7) days of any such sale or disposition.

**27. OWNER PROHIBITION**

No Owner shall:

- (1) permit any Owner's Plate issued to him/her under this by-law to be affixed to any Tow Truck, other than the Tow Truck for which the Licence was issued under this By-law;
- (2) alter or amend the schedule of rates filed with the Manager under **Schedule 3** ~~Section 35~~ without first giving at least 30 days written notice to the Manager.

## **28. SCHEDULE OF RATES**

(1) The schedule of rates filed with the Manager for all types of towing, except for those set out in Schedule 3 shall be based only on the following factors or a combination thereof:

(a) Time:

- (i) time required to perform services;
- (ii) standby time;

(b) Distances:

- (i) distance to travel to reach scene after hiring;
- (ii) distance Vehicle is towed or conveyed;

(c) Additional Services:

- (i) changing more than one wheel;
- (ii) disconnecting drive shaft;
- (iii) moving Vehicle to towing position;
- (iv) opening locked Vehicles without keys;
- (v) provision and use of Dolly;
- (vi) other specified services where a fee is charged.

(2) Where rates vary according to time of day or geographical zones or a combination of different factors, the exact formula for determining the rate shall be set out in the schedule of rates filed with the Manager.

(3) Notwithstanding the provisions of any other section of this By-law, where an estimate is given to the Hirer of the cost of services or equipment to be provided by a Tow Truck Owner or Driver, the charge to the Hirer shall not exceed the charges indicated in the schedule of rates filed with the Manager under this By-law or the amount of the estimate, whichever is lower.

(4) The Owner of a Tow Truck may enter into a written agreement with a Tow Truck Broker, an automobile association, motor league, a government, government agency or local board thereof, or any

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limited Corporation, for the provision of towing services (hereinafter described in this section as a "towing contract") provided that the Tow Truck Owner provides a copy of all such towing contracts to the Manager prior to supplying any services thereunder.

**29. NEW AND REPLACEMENT VEHICLE APPROVAL**

An applicant for an Owner's Licence or an Owner licenced under this by-law who disposes of the Tow Truck or otherwise ceases to use his/her Tow Truck for the purpose permitted under this By-law, shall before using the newly acquired Tow Truck under this By-law:

(1) attend at the Manager and produce a copy of the current Motor Vehicle Permit in good standing issued by the Registry of Motor Vehicles issued in the plate Owner's name, Owner's Licence, a copy of the current Motor Vehicle Liability Insurance Card endorsed to show the change of Vehicle;

(2) if an applicant, submit the newly acquired Tow Truck for inspection and approval by the Manager forthwith;

(3) if a licenced Owner, submit the newly acquired Tow Truck for inspection by the Manager within 24 hours of replacement;

(4) produce and file with the Manager either:

(i) a Nova Scotia Registry of Motor Vehicles Vehicle Inspection report showing that the Tow Truck has been accepted within the previous sixty (60) days, or

(ii) a Safety Standard Certificate issued under the Nova Scotia *Motor Vehicles Act* within thirty-six (36) days of this submission.

(5) before using the newly acquired Tow Truck, and immediately after obtaining approval from the Manager, file with the Manager all documents required to report the change.

Notwithstanding the provisions of Sections 35, 36 and 37, the Collision Tow Rates as set out in Schedule 3 to the By-law shall be the rate charged for Vehicles being towed from the Collision Scene.

**30. PENALTY**

(1) Every person who contravenes or fails to comply with any provisions of this By-law shall, for each offence, be liable to a penalty of not less than \$200.00 and not more than \$600.00 for each offence; and, in default of payment, the Manager responsible for this By-law may cancel or suspend the licence of such person/company and a mandatory Suspension on the third offence.

(2) Every person who does not have a valid Owner's Licence or Driver's Licence in compliance with this By-law who contravenes or fails to comply with any provisions of this By-law shall, for each offence, be liable to a penalty of not less than \$200.00 and not more than \$600.00.

(3) Every proprietor of a tow truck business who:

**CBRM By-Law No. T-200**  
**Tow Truck Licencing By-law**

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(i) hires an individual to operate a tow truck who is not properly licenced in compliance with this By-law;

or

(ii) allows an independent tow truck owner to operate from their place of business using a vehicle which is not properly licenced in compliance with this By-law;

shall be liable to a penalty of not less than \$200.00 and not more than \$600.00 per individual offence.

(4) Any person who commits an offence under this By-Law shall be liable to a penalty as follows:

1st Offence -\$237.50

2nd Offence -\$352.59

3rd Offence -\$582.50

(5) The Manager may cancel or suspend the licence of any person who commits an offence under this By-Law and fails to make payment of the penalty for such offence.

(6) Upon a person's third offence under this By-Law, the Manager shall suspend such person's licence.

(7) Any person whose licence has been canceled or suspended may appeal to the Appeals Standing Committee of the Municipality which may confirm or disallow the action of the Manager responsible for this By-law.

**SCHEDULES**

All schedules referred to in this by-law and attached to this by-law shall be deemed to be a part of the by-law.

**31. SEVERABILITY**

Notwithstanding that any section or sections of this By-law, or any part or parts thereof, may be found by any court of law to be invalid or beyond the power of the Council to enact, such section or sections or part or parts thereof shall be deemed to be severable, and all other sections of this By-law, or parts thereof, are separate and independent there from and enacted as such.

**32. INTERPRETATION**

The provisions of the Interpretation Act RSNS 1989, c 235, shall apply to this By-law as required.

**33. SHORT TITLE**

This By-law may be known as the Tow Truck **Licencing** By-law.

**CBRM By-Law No. T-200  
Tow Truck Licencing By-law**

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**PASSED AND ADOPTED** by a majority of the whole Council at a duly called meeting of the Cape Breton Regional Municipality held on the 23 day of June, 2020; and amended on \_\_\_\_\_, 2021.

\_\_\_\_\_  
**Mayor Amanda M. McDougall**

\_\_\_\_\_  
**Municipal Clerk – Deborah Campbell Ryan**

I, Deborah Campbell Ryan, Municipal Clerk of the Cape Breton Regional Municipality, hereby certify that the above noted by-law was passed at a meeting of the Cape Breton Regional Municipal Council on June 23, 2020, and amended on \_\_\_\_\_, 2021.

\_\_\_\_\_  
**Municipal Clerk – Deborah Campbell Ryan**

**Publication Date: January 20<sup>th</sup>, 2021  
\_\_\_\_\_, 2021 (amendment)**

**Schedule 1**

**Amendment to the *Summary Offence Tickets Regulations*  
made by the Attorney General and Minister of Justice pursuant to Section 8  
of Chapter 450 of the Revised Statutes of Nova Scotia, 1989,  
the *Summary Proceedings Act***

Schedule M-1 to the *Summary Offence Tickets Regulations*, N.S. Reg. 281/2011, made by Order of the Attorney General and Minister of Justice dated October 4, 2011, is amended by adding the following heading and items immediately before the heading "CBRM Tow Truck Licencing By-Law":

	<b>CBRM Tow Truck Licencing By Law</b>		
<b>Section 22</b>	<b><u>OWNER AND DRIVER DUTIES</u></b>		
	Every licenced Owner and Driver shall complete the following duties otherwise it will be deemed an offence:		
	(1) Failing to take due care of all Vehicles and property delivered or entrusted to him/her for towing; (specify)		Fine\$ 237.50
	(2) Failing to comply with all reasonable instructions from the Hirer;( specify)		Fine\$ 352.59
	(3) Failing to be civil and behave courteously;		Fine\$ 582.50
	(4) Failing to keep a permanent daily record of work performed by the Tow Truck owned or operated by him/her or his/her behalf either in a continuous log sheet or by consecutively numbered bills or invoices showing:		
	(a) the name and address of every Hirer;	1 <sup>st</sup> Offence	
	(b) a description of the Vehicle towed or conveyed including the Provincial Motor Vehicle Permit number of any such Vehicle;	2 <sup>nd</sup> offence	

**CBRM By-Law No. T-200  
Tow Truck Licencing By-law**

	<p>(c) the rate charged, and,</p> <p>(d) the total fee collected.</p> <p>(5) Failing to keep every Tow Truck and its equipment clean, in good repair, free from exterior body damage with a well maintained exterior paint finish;</p> <p>(6) before demanding payment for services, Failing to present to the Hirer an itemized bill for the services setting out the cost of all services and equipment provided or to be provided on the basis of the rate set out in the schedule of rates filed by the Owner with the Manager, or as set out in Schedule 3 under this By-law; (7) convey the Vehicle to the Hirer's Vehicle Pound Facility or the Hirer's home and if the Hirer's desired Vehicle Pound Facility is closed, the Tow Truck Owner or Driver must take the Vehicle to the Hirer's home, if desired by the Hirer, or to the Tow Truck Owner's or Driver's Vehicle Pound Facility and may only charge the general mileage rate as set out in Schedule 3 of the By-law for a re-tow from the Tow Truck Owner's or Driver's Vehicle Pound Facility to the Hirer's desired Vehicle Pound Facility when it opens;</p> <p>(8) Failing to register with the Manager the name of the licenced Vehicle Pound Facility used by the Owner and Driver where a Vehicle is towed when a Hirer has not directed or instructed the Owner and Driver to tow the Vehicle to a specific Vehicle Pound Facility, the Hirer's home or other location.</p> <p>(9) Failing to accept payment (by way of a functioning device where applicable) for any services provided under this By-law using a payment method of the Hirer's choice including credit card, debit, cash or any other prescribed method of payment; and</p>	<p>3<sup>rd</sup> offence</p>	
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**CBRM By-Law No. T-200  
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	(10) Failing to provide the Hiror (or his/her agent) with access to the Vehicle that is the subject of the tow services, in order to permit the removal of all property contained in the Vehicle, including money, valuables, documents and records, unless otherwise directed by a member of a police force;		
<b>Owner and Driver Prohibitions</b>	(1) No Licenced Owner or Driver shall operate or Permit to be operated a Tow Truck which lacks any of the following equipment which is in a good state of repair: (Specify )		
<b>Section 23</b>	(a) a winching or hoisting device of sufficient capacity to safely lift the Vehicle to be towed;		
	(b) Wheel lift or an Under lift equipped and maintained in a manner to ensure the safe lifting and conveying of a Vehicle to be towed;		
	(c) one device for securing the steering wheel of a Vehicle;		
	(d) two dry chemical fire extinguishers having an effective total rating equivalent to at least 4-B C, and at least each weighing 2.27 kg (approximately 5 lbs.);		Fine\$ 237.50
	(e) a minimum of two tow safety chains having a minimum length of 2.7432 meters (approximately 9 feet) each with links of at least 7.9375mm steel (5/16 inches);		Fine \$352.90
	(f) four (4) safety pylons;		
	(g) an intermittent amber warning light system consisting of at least one light which would be clearly visible in all directions for a distance of least 100 meters (approximately 328 feet);		
	(h) a broom;		
	(i) a shovel;		
	(j) a general purpose first aid kit;		
		1 <sup>st</sup> offence	

**CBRM By-Law No. T-200  
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	<p>(k) a crowbar/pry bar at least 152.4 cm (60 inches) in length;</p> <p>(l) at least two wheel blocks;</p> <p>(m) flares or reflector kits;</p> <p>(n) wheel wrenches;</p> <p>(o) light bar for a rear extension carrier;</p> <p>(p) and any other provision as may be required under the <i>Motor Vehicle Act</i>; and</p> <p>(q) a Dolly.</p>	<p>2<sup>nd</sup> offence</p> <p>3<sup>rd</sup> offence</p>	
Section 24(2)	<p>No licenced Owner or Driver shall:</p> <p>(a) interfere with any contract for hiring of a Tow Truck where a Person has hired or has indicated his/her intention to hire a Tow Truck;</p> <p>(b) induce any Person to employ or hire a Tow Truck by making any false representation to any Person such as the location of or distance to any place or any other matter;</p> <p>(c) use or permit to be used a Tow Truck which has been found to be unsafe or defective after examination and inspection as required under this By- law;</p> <p>(d) demand or request payment for his/her services other than in accordance with the applicable schedule of rates filed with the Manager, or as set out in Schedule 3 under this by-law;</p> <p>(e) demand, request or receive a Drop Fee;</p> <p>(f) charge a Hirer for time lost through defects or inefficiency of the Tow Truck, or the incompetence of the Tow Truck Owner or Driver;</p>	<p>1<sup>st</sup> offence</p>	<p>Fine \$237.50</p> <p>Fine \$352.59</p> <p>Fine \$582.50</p>

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	<p>(g) suggest or recommend to any Hirer that any Motor Vehicle in respect of which his/her services are to be given or requested, be towed, conveyed, driven or delivered to any particular salvage yard, body shop, storage yard, Vehicle Pound Facility, or any other public garage, building or place, unless he/she has been requested to do so by the Hirer, and may at no time suggest or recommend a salvage yard, body shop, storage yard or any other public garage, building or place located outside of the Municipal Boundary;</p> <p>(h) permit a Person to be a passenger in a Tow Truck, except under the following circumstances;</p> <p>(i) the passenger is the Hirer of the Tow Truck; or</p> <p>(ii) the passenger is either the spouse, son, daughter or parent or similar relation in law of the Tow Truck Driver and in such cases the Driver is not to solicit a tow, engage in any form of towing or have his or her Tow Truck within 200 metres (approximately 653 feet) of the scene of a Collision nor shall the Driver cause or permit his or her passenger to solicit a tow or take any actions to engage in any form of towing while the passenger is in the Tow Truck; or</p> <p>(iii) the passenger has filed any application with the Manager for a Tow Truck Driver's Licence, or has recently been issued his or her initial Tow Truck Driver's Licence, and in either of these circumstances is receiving instructions on Driver training as to the operation of a Tow Truck while a passenger.</p> <p>(i) Operate or permit to be operated a Tow Truck with a Gross Vehicle Weight Rating of less than 4,536 kg (10,000 lbs.);</p>	<p>2<sup>nd</sup> offence</p> <p>3<sup>rd</sup> Offence</p>	
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	<p>(j) operate or permit to be operated a Tow Truck without a Wrecker Body;</p> <p>(k) operate or permit to be operated a Tow Truck without the Owner's Plate;</p> <p>(l) operate or permit to be operated a Tow Truck without the Licence Renewal Sticker attached to the Owner's Plate;</p> <p>(m) keep any Work Orders in the Tow Truck;</p> <p>(n) provide any Work Orders to a Hirer;</p> <p>(o) induce, pressure, suggest, recommend or in any way cause a Hirer to sign or agree to a Work Order or otherwise induce, pressure, suggest, recommend or in any way cause a Hirer to agree to any work to the Hirer's Vehicle, which work includes any repairs or maintenance.</p> <p>(p) operate or permit to be operated a Tow Truck where the windshield or any window to the direct left or right of the driver's seat has been coated with any colored spray or other colored or reflective material that substantially obscures the interior of the Tow Truck when viewed from outside the Tow Truck except where the windshield or windows are tinted as per the original manufacturer specifications for the Motor Vehicle;</p>		
<p><b>Section 25</b></p>	<p><b>DRIVER'S DUTIES</b></p> <p>Every Licenced Driver shall:</p> <p>(1) Failing to drive the Tow Truck which is towing or otherwise conveying a Vehicle by the most direct route to the destination requested by the Hirer, and in the most expeditious manner, unless otherwise directed by the Hirer;</p>	<p>1<sup>st</sup> offence</p> <p>2<sup>nd</sup> offence</p> <p>3<sup>rd</sup> offence</p>	<p>Fine \$237.50</p> <p>Fine \$352.59</p> <p>Fine\$582.50</p>

	<p>(2) Failing clean up any debris, fragments of glass, Vehicle parts or other materials (excluding loads dumped during the Collision) and which may be a danger to the public from any highway or roadway prior to towing the Vehicle from the Collision Scene;</p> <p>(3) At all times be neat and clean in personal appearance and properly dressed which must include but is not limited to: (Specify)</p> <p>(a) a blaze orange, a blaze yellow or a combination of both orange and yellow safety vest with two fluorescent stripes, five centimeters in length in the shape of an "X" on both the front and the back of the vest;</p> <p>(b) patch green safety boots;</p> <p>(c) pants with a silver reflective stripe down the side of both legs or a silver reflective band encircling each leg; and</p> <p>(d) an identification badge showing the Driver's first initial and last name.</p> <p>(4) (a) retain all signed Permission to Tow a Vehicle Form for at least ninety (90) days from the tow date indicated on the Permission to Tow a Vehicle Form; and</p> <p>(b) make available to the Manager a copy of all signed Permission to Tow a Vehicle Form to the Manager within thirty (30) days of the date indicated on the Permission to Tow a Vehicle Form and make them available for inspection upon request by a Police Officer, the Manager or an Inspector at any time.</p> <p>(5) take a minimum of four (4) photographs, digital or otherwise, of every Vehicle before commencing a tow and said photographs shall;</p>		
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	<p>(a) capture all angles of the Vehicle include the front, back and sides of the Vehicle to identify all damage; and</p> <p>(b) be kept by the Driver for a minimum of six (6) months which shall be made available to the Manager upon request.</p> <p>(6) where the Hirer refuses to sign the Permission to Tow a Vehicle Form, indicate such on the form and retain the form for the period prescribed in subsection 4 above.</p>		
<p><b>Section 25</b></p>	<p><b><u>DRIVER PROHIBITION</u></b></p> <p>No Licenced Driver shall:</p> <p>(1) commence to tow or otherwise convey or move any Vehicle, or hook, lift or connect the Vehicle to the Tow Truck, or perform any other services unless first requested so to do by a Hirer, or a peace officer or any member of a municipal fire department, or any Person authorized by law to direct the removal of the Vehicle from private or public property;</p> <p>(2) where the request to tow a Vehicle outlined in Sub-Section (1) is from a Hirer, and where the tow is required as a result of a Motor Vehicle Collision, the Driver shall not commence to tow or otherwise convey or move any Vehicles, hook, lift or connect the Vehicle to the Tow Truck unless the Tow Truck Driver has a completed Permission to Tow a Vehicle Form and it has been dated and signed by the Hirer and he/she has provided a copy thereof to the Hirer;</p>	<p>1<sup>st</sup> offence</p> <p>2<sup>nd</sup> offence</p> <p>3<sup>rd</sup> offence</p>	<p>Fine\$237.50</p> <p>Fine\$352.59</p> <p>Fine\$582.50</p>

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	<p>(3) alter or provide any information on the Permission to Tow a Vehicle Form;</p> <p>(4) stop, or park within 200 meters (approximately 653 feet) of a Collision location but this does not apply where the Tow Truck Driver has been summoned to the location of the Collision by one of the Persons referred to in sub-section (1) or where there are fewer Tow Trucks at the Collision location than Vehicles apparently requiring the services of a Tow Truck;</p> <p>(5) ask or seek out a Hirer or allow or direct an agent to ask or seek out a Hirer, at a Collision location or within 200 meters (approximately 653 feet) of a Collision location, where the actions of the Driver or agent constitutes a Nuisance;</p> <p>(6) tow or otherwise convey or move any Vehicle which is to be towed outside the Municipal Boundary unless requested by the Owner or operator of the Vehicle or a peace officer or member of the municipal fire department;</p> <p>(7) drive or act as a Driver unless the Registered Owner or where applicable, the lessee, of the Tow Truck is licenced under this by-law;</p> <p>(8) commence to Drive or act as a Driver for any Registered Owner or, where applicable, any lessee, without first providing the Manager with a letter from that Person stating that the Owner or, where applicable, the lessee consents to the Driver operating their Licenced Tow Truck(s);</p> <p>(9) commence to tow or otherwise convey or move any Vehicle or perform any other services unless first disclosing to the Hirer any interest (either direct or indirect) that the Driver has in any location or facility to which a Vehicle may be towed for repair, storage, appraisal or similar</p>		
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**CBRM By-Law No. T-200  
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	purpose in accordance with any prescribed standards.		
<b>Section 26</b>	<p><b>OWNER DUTIES</b></p> <p>Every Licenced Owner shall:</p> <p>(1) immediately notify the Manager in writing when he/she gives possession and control of the Tow Truck for which he/she is licenced under this By-law to another Person or Permits the use of said Tow Truck by another Person other than through a bona fide contract of hiring for a period greater than one day;</p> <p>(2) charge a flat rate for Collision Towing as set out in Schedule 3;</p> <p>(3) file with the Manager a schedule of rates to be charged to Hirers for the towing or other conveyance of Vehicles and for other services offered or to be performed by him/her or his/her Driver for towing services other than Collision Towing;</p> <p>(4) charge the rates, as set out in the schedule of rates filed with the Manager for towing and services other than Collision Towing;</p> <p>(5) keep in the Tow Truck and show to the Hirer a copy of a tariff card showing the Schedule 3 flat rate, the applicable schedule of rates filed with the Manager in accordance with Schedule 3 of this By-law, and also showing, if applicable that the Hirer may be charged additional fees for storage by the operator of any storage</p>	<p>1<sup>st</sup> offence</p> <p>2<sup>nd</sup> offence</p> <p>3<sup>rd</sup> offence</p>	<p>Fine\$237.50</p> <p>Fine\$352.59</p> <p>Fine\$582.50</p>

	<p>facility or business to which the Hirer's Vehicle is to be towed;</p> <p>(6) in the carrying out his/her business use only stationery, forms, bills, invoices, statements and any other printed or written advertising material including any published advertisement in a newspaper, periodical, directory or other publication, which has printed therein in clearly legible figures and letters: his/her name, address, phone number and the name of any Tow Truck Broker (as approved by the Manager) offering the services of said Tow Truck.</p> <p>(7) retain for a period of sixty (60) days copies of all advertising matter used by him/her and shall produce the same to the Manager if and when requested;</p> <p>(8) have attached to or painted on both sides of the body of the Tow Truck in a location close to the middle of the body panels or as near as possible and as approved by the Manager, the name and telephone number of the business as shown on the Owner's Business Licence. The letters and figures for the name and telephone number shall be:</p> <p>(a) of solid contrasting color to the color of the vehicle;</p> <p>(b) of material which will be visible in low light conditions from a distance of 15 meters (approximately 50 feet); and</p> <p>(c) a minimum of eight centimeters (approximately three inches) in height and a minimum of two centimeters (approximately .78 Inch) in thickness.</p> <p>(9) only use the service of a Tow Truck Driver who is licenced as a Driver under this by-law;</p>		
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	<p>other than the Tow Truck for which the Licence was issued under this By-law;</p> <p>(2) alter or amend the schedule of rates filed with the Manager under Schedule 3 without first giving at least 30 days written notice to the Manager.</p>	3 <sup>rd</sup> offence	Fine\$582.50
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SCHEDULE 2 - ZONES

Zone #1 Central Sydney area

Sydney area to Grand Lake Rd at the Lights

Hwy #22 to Louisbourg

Hwy #4 to Irish Vale

Hwy #216 from Hwy #4 to Eskasoni

Hwy #28 up to and including Victoria Mines.

Keltic Drive to Frenchvale Road

Lingan Road to the Sydney Side of the tracks

Zone#2 East #1 Glace Bay area

Glace Bay /Dominion /Reserve and surrounding areas. Including

Grand Lake Rd at Gardiner Road

Seaside Drive Gardiner Mines to the bridge.

Zone#3 East #2 New Waterford area

New Waterford , Scotchtown, Lingan

HWY 28 up to and including New Victoria

Lingan Rd to the New Waterford side of the tracks.

Union Hwy to the bridge.

Zone#4 Northside area

North Sydney, Sydney Mines

Bras d'Or , Florence , Boularderie

Hwy #105 to St James Road

Hwy #223 to Christmas Island.

Hwy #216 to Eskasoni.

<b>Fee structure</b>
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**SCHEDULE 3** - Fees –Maximum Rates permitted to charged

Towing Recovery, Storage.	Light Duty under 3000kg	Medium Duty 3000-6300kg	Heavy Duty 6300kg -9072	Heavy Duty 9073kg
Towing within 5 km	\$105.30	\$142.90	\$230.38	263.84
Mileage over 5k	\$2.50 per km	\$2.65 per km	\$4.73 per km	\$5.00 per km
Winching	\$104.70 per hour	157.65 per hour	\$250 per hour	\$260.39 per hour
Dollies	\$40.25	\$40.25	Nil	Nil
Flatbed Fee	\$50.00	\$50.00	\$50.00	\$50.00
Daily Storage rate	\$30.00	\$30.00	\$45.00	\$45.00
Administration fee	\$35.00	\$35.00	\$35.00	\$35.00
Disposal Fee	\$123.64	\$123.64	\$440.00	\$440.00

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**Fees (cont'd)**

Motor Vehicle collisions	Light Duty under 3000kg	Medium Duty 3000-6300kg	Heavy Duty 6300kg -9072	Heavy Duty 9073kg
Towing Single unit within 5k	\$254.17	270.25	\$278.75	\$293.34
Mileage over 5km	\$2.61 per km	\$2.75 per km	\$5.00 per km	\$5.23 per km
Winching per 30min	\$148.24	\$176.25	\$189.07	\$189.07
Debris clean up	\$60	\$60	\$60	\$60
Dollies	\$30	\$30	\$30	\$30
Flatbed	\$50.00	\$50.00	\$50.00	\$50.00
Storage per calendar day	\$30.00	\$30.00	\$45.00	\$45.00
Administration fee	\$36.67	\$36.67	\$36.67	\$36.67
Disposal fee	\$120.00	\$120.00	\$120.00	\$120.00

Summary

Statement of Revenue

January 31, 2021

Revenue	Year To Date Assigned	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
Total Taxes	95,254,507	93,657,478	\$ 1,597,030	\$ 112,388,973	\$ 17,134,466
Total Federal Government	2,625,438	2,625,438	-	3,150,525	525,088
Total Provincial Government Agencies	642,640	642,640	-	771,168	128,528
Total Provincial Government	1,916,903	1,916,903	(0)	2,300,284	383,381
Total Provincial Government Agencies	2,836,021	2,762,901	73,120	3,315,481	479,460
Total Services to Other Local Government	798,679	798,679	0	958,415	159,736
Total Transit	177,058	123,933	53,124	165,000	(12,058)
Total Environmental Development Services	308,871	205,167	103,705	246,200	(62,671)
Total Licenses & Permits	116,167	125,833	(9,666)	151,000	34,833
Total Fines & Fees	586,098	612,959	(26,861)	754,218	(16,226)
Total Rentals	486,366	489,302	(2,936)	587,162	100,796
Total Concessions & Franchises	49,399	215,000	(165,601)	645,000	184,346
Total Interest on Taxes	1,229,260	1,624,750	(395,490)	1,949,700	720,440
Total Finance Revenue	25,663	18,750	6,913	22,500	(3,163)
Total Solid Waste Revenue	2,082,655	1,758,333	324,322	2,050,000	(32,655)
Total Recreation & Cultural Service Programs	390,808	188,833	201,975	499,000	703,793
Total Water Utility Charges	4,126,258	4,126,258	(0)	4,951,510	825,252
Total Unconditional Transfers	13,157,598	13,196,532	(38,934)	15,835,838	2,678,241
Total Conditional Transfers	-	-	-	3,474,797	3,474,797
Total Extraordinary Revenue	3,929,632	-	3,929,632	-	(3,929,632)
<b>Year To Date Assigned</b>	<b>\$ 130,740,021</b>	<b>\$ 125,089,689</b>	<b>\$ 5,650,332</b>	<b>\$ 154,216,771</b>	<b>\$ 23,476,750</b>

Departmental

Reviewed

Summary

Statement of Expenditures

January 31, 2021

Expenditures	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
Legislative	\$ 1,107,495	\$ 1,209,116	\$ 101,622	\$ 1,417,019	\$ 309,525
Administration	363,610	385,189	21,580	454,909	91,299
Finance	2,134,013	2,372,090	238,076	2,805,328	671,315
Legal	1,844,828	1,940,456	95,628	2,045,519	200,691
Human Resources	935,678	1,106,146	170,467	1,312,790	377,112
Technology & Communications	2,466,575	2,509,443	42,869	3,216,010	749,435
Municipal Clerk	672,647	681,470	8,823	868,632	195,985
Fiscal Services	28,581,724	29,029,811	448,087	33,356,695	4,774,971
Police Services	20,403,913	21,925,162	1,521,249	25,765,802	5,361,889
Fire Services (Incl EMO)	15,519,540	15,364,597	(154,944)	17,982,995	2,463,455
Engineering & Public Works	40,023,875	40,582,024	558,149	49,785,036	9,761,161
Planning	2,531,911	2,880,061	348,149	3,319,283	787,372
Facilities C200 & Arenas	2,179,360	2,490,999	311,639	3,084,608	905,248
Parks & Grounds	2,316,722	2,512,220	195,498	2,899,912	583,190
Buildings	2,582,659	2,715,622	132,963	3,275,411	692,752
Recreation	1,939,531	2,293,617	354,086	2,626,822	687,291
<b>Total expended to date</b>	<b>\$ 125,604,079</b>	<b>\$ 129,998,022</b>	<b>\$ 4,393,943</b>	<b>\$ 154,216,771</b>	<b>\$ 28,612,692</b>

Departmental

Reviewed

Legislative	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 812,075	\$ 858,680	\$ 46,605	\$ 1,014,748	\$ 202,673
6010 BENEFITS	104,517	114,925	10,408	135,813	31,296
6030 TRAVEL/CONFERENCES	16,366	65,808	49,442	78,969	62,603
6040 PROF MEM/DUES & FEES	75,553	72,342	(3,211)	72,342	(3,211)
6050 OFFICE SUPPLIES	9,916	12,833	2,917	15,400	5,484
6060 OFFICE EQUIPMENT	3,571	4,167	595	5,000	1,429
6080 ADVERTISING	12,582	12,083	(499)	14,500	1,918
6100 COURIER	-	208	208	250	250
6110 TELEPHONE/FAX	20,752	20,467	(285)	24,560	3,808
6120 PUBL./SUBSCRIPTIONS	1,881	1,837	(44)	1,837	(44)
6130 COMPUTER HARDWARE	13,512	6,600	(6,912)	6,600	(6,912)
6150 MEETING EXPENSES	17,003	20,833	3,830	25,000	7,997
6170 PROMOTION	19,767	18,333	(1,433)	22,000	2,233
<b>Total expended to date</b>	<b>\$ 1,107,495</b>	<b>\$ 1,209,116</b>	<b>\$ 101,622</b>	<b>\$ 1,417,019</b>	<b>\$ 309,525</b>

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 Departmental

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 Finance

Administration (CAO)

Statement of Expenditures

January 31, 2021

CAO	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 234,360	\$ 235,265	\$ 904	\$ 276,843	\$ 42,483
6010 BENEFITS	33,651	39,933	6,282	47,191	13,540
6020 TRAINING/EDUCATION	-	3,300	3,300	3,300	3,300
6030 TRAVEL/CONFERENCES	-	4,167	4,167	5,000	5,000
6040 PROF MEM/DUES & FEES	636	1,800	1,164	1,800	1,164
6050 OFFICE SUPPLIES	889	2,333	1,445	2,800	1,911
6110 TELEPHONE/FAX	2,266	2,500	234	3,000	734
6120 PUBL./SUBSCRIPTIONS	428	475	47	475	47
6130 COMPUTER HARDWARE	5,227	-	(5,227)	-	(5,227)
6150 MEETING EXPENSES	2,547	3,750	1,203	4,500	1,953
6170 PROMOTION	1,460	4,167	2,707	5,000	3,540
8100 PROFESSIONAL SERVICE	82,146	87,500	5,354	105,000	22,854
<b>Total expended to date</b>	<b>\$ 363,610</b>	<b>\$ 385,189</b>	<b>\$ 21,580</b>	<b>\$ 454,909</b>	<b>\$ 91,299</b>

Departmental

Finance

Finance	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 1,594,998	\$ 1,676,625	\$ 81,627	\$ 1,981,358	\$ 386,360
6010 BENEFITS	322,867	324,818	1,951	383,855	60,988
6020 TRAINING/EDUCATION	3,259	13,690	10,431	16,290	13,031
6030 TRAVEL/CONFERENCES	618	12,004	11,385	12,500	11,882
6040 PROF MEM/DUES & FEES	4,365	6,625	2,260	6,625	2,260
6050 OFFICE SUPPLIES	6,900	12,070	5,170	14,500	7,600
6060 OFFICE EQUIPMENT	3,267	8,750	5,483	10,500	7,233
6080 ADVERTISING	19,826	23,988	4,162	28,150	8,324
6090 POSTAGE	134,166	152,500	18,334	170,000	35,834
6100 COURIER	19,138	19,960	822	23,900	4,762
6110 TELEPHONE/FAX	13,385	13,417	32	16,100	2,715
6130 COMPUTER HARDWARE	8,981	10,600	1,619	10,900	1,919
6140 COMPUTER SOFTWARE	162	200	38	48,000	47,838
6180 COST RECOVERY	(213,565)	(151,519)	62,046	(173,000)	40,565
8010 OPERATIONAL MAT/SUPP	5,019	3,750	(1,269)	4,500	(519)
8100 PROFESSIONAL SERVICE	49,385	50,000	615	50,000	615
8110 CONTRACTS/AGREEMENTS	33,078	43,526	10,448	47,850	14,772
8120 LEASES	8,499	11,087	2,588	13,300	4,801
8180 TAX EXEMPT/WRITE OFF	119,665	140,000	20,335	140,000	20,335
<b>Total expended to date</b>	<b>\$ 2,134,013</b>	<b>\$ 2,372,090</b>	<b>\$ 238,076</b>	<b>\$ 2,805,328</b>	<b>\$ 671,315</b>

Departmental

Finance

Legal	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 348,779	\$ 349,400	\$ 622	\$ 412,905	\$ 64,126
6010 BENEFITS	68,194	70,517	2,323	83,334	15,140
6020 TRAINING/EDUCATION	196	3,250	3,054	3,250	3,054
6030 TRAVEL/CONFERENCES	-	1,417	1,417	2,125	2,125
6040 PROF MEM/DUES & FEES	11,756	13,100	1,344	13,100	1,344
6050 OFFICE SUPPLIES	2,135	2,917	781	3,500	1,365
6060 OFFICE EQUIPMENT	2,478	4,200	1,722	4,200	1,722
6070 PHOTOCOPIER LEASE	3,561	3,100	(461)	3,100	(461)
6080 ADVERTISING	1,398	1,000	(398)	1,000	(398)
6100 COURIER	699	667	(32)	800	101
6110 TELEPHONE/FAX	2,556	2,833	277	3,400	844
6120 PUBL./STATUTES	14,242	10,000	(4,242)	10,000	(4,242)
6130 COMPUTER HARDWARE	97	2,500	2,403	3,000	2,903
6140 COMPUTER SOFTWARE	-	2,083	2,083	2,500	2,500
6150 MEETING EXPENSE	47	417	369	500	453
6160 LIABILITY INSURANCE	1,347,077	1,344,305	(2,772)	1,344,305	(2,772)
8100 PROFESSIONAL SERVICE	41,613	128,750	87,137	154,500	112,887
<b>Total expended to date</b>	<b>\$ 1,844,828</b>	<b>\$ 1,940,456</b>	<b>\$ 95,628</b>	<b>\$ 2,045,519</b>	<b>\$ 200,691</b>

Departmental

Finance

Human Resources	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 658,132	\$ 655,580	\$ (2,552)	\$ 774,734	\$ 116,602
6010 BENEFITS	144,330	143,753	(577)	169,881	25,551
6020 TRAINING/EDUCATION	2,430	5,833	3,403	7,000	4,570
6030 TRAVEL/CONFERENCES	1,996	14,583	12,588	17,500	15,504
6040 PROF MEM/DUES & FEES	1,534	1,917	383	2,300	766
6050 OFFICE SUPPLIES	9,725	12,500	2,775	15,000	5,275
6060 OFFICE EQUIPMENT	188	2,083	1,896	2,500	2,312
6080 ADVERTISING	1,768	2,500	732	3,000	1,232
6110 TELEPHONE/FAX	7,128	11,146	4,018	13,375	6,247
6120 PUBL./SUBSCRIPTIONS	-	3,333	3,333	4,000	4,000
6130 COMPUTER HARDWARE	4,517	5,000	483	6,000	1,483
6140 COMPUTER SOFTWARE	-	417	417	500	500
6150 MEETING EXPENSE	3,758	3,750	(8)	4,500	742
8100 PROFESSIONAL SERVICE	96,080	233,333	137,253	280,000	183,920
8110 CONTRACTS/AGREEMENTS	4,093	10,417	6,324	12,500	8,407
<b>Total expended to date</b>	<b>\$ 935,678</b>	<b>\$ 1,106,146</b>	<b>\$ 170,467</b>	<b>\$ 1,312,790</b>	<b>\$ 377,112</b>

Departmental

Finance

**Technology Including  
911 Comm Centre**

**Statement of Expenditures**

**January 31, 2021**

<b>Technology/Communications</b>	<b>Year to date Expended</b>	<b>10 Month Budget</b>	<b>10 Month Budget Variance</b>	<b>Annual Budget</b>	<b>Annual Budget Remaining</b>
6000 WAGES/SALARIES	\$ 1,547,375	\$ 1,513,927	\$ (33,448)	\$ 1,789,089	\$ 241,714
6010 BENEFITS	284,865	319,493	34,628	377,562	92,697
6020 TRAINING/EDUCATION	4,745	8,750	4,005	9,750	5,005
6030 TRAVEL/CONFERENCES	11,193	4,792	(6,401)	5,625	(5,568)
6040 PROF MEM/DUES & FEES	688	833	145	1,000	312
6050 OFFICE SUPPLIES	7,462	5,000	(2,462)	5,000	(2,462)
6060 OFFICE EQUIPMENT	1,915	10,833	8,918	13,000	11,085
6080 ADVERTISING	5,875	6,667	792	8,000	2,125
6100 COURIER	-	250	250	300	300
6110 TELEPHONE/FAX	105,161	127,833	21,673	153,400	47,239
6120 PUBL./SUBSCRIPTIONS	-	833	833	1,000	1,000
6130 COMPUTER HARDWARE	105,934	112,500	6,566	135,000	29,066
6140 COMPUTER SOFTWARE	260,956	285,009	24,053	368,830	107,874
6150 MEETING EXPENSE	279	833	554	1,000	721
7010 ELECTRICAL	7,473	8,042	568	9,650	2,177
7070 BLDG/FACILITY RENTAL	45,135	37,417	(7,718)	44,900	(235)
8010 OPERATIONAL MAT/SUPP	2,260	-	(2,260)	-	(2,260)
8040 COMM EQUIPMENT LINES	8,369	7,500	(869)	7,500	(869)
8100 PROFESSIONAL SERVICES	12,563	10,000	(2,563)	10,000	(2,563)
8110 CONTRACTS/AGREEMENTS	53,326	48,931	(4,395)	57,000	3,674
8120 LEASES SAP	-	-	-	108,243	108,243
8130 LICENSES/PERMITS	-	-	-	110,161	110,161
<b>Total expended to date</b>	<b>\$ 2,466,575</b>	<b>\$ 2,509,443</b>	<b>\$ 42,869</b>	<b>\$ 3,216,010</b>	<b>\$ 749,435</b>

**Departmental**

**Finance**

Municipal Clerk	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 233,969	\$ 232,608	\$ (1,362)	\$ 274,885	\$ 40,916
6010 BENEFITS	54,521	49,458	(5,063)	58,447	3,926
6020 TRAINING/EDUCATION	391	2,292	1,901	2,750	2,359
6030 TRAVEL/CONFERENCES	67	1,354	1,287	1,625	1,558
6040 PROF MEM/DUES & FEES	636	750	114	750	114
6050 OFFICE SUPPLIES	1,205	3,333	2,128	4,000	2,795
6060 OFFICE EQUIPMENT	1,171	3,333	2,162	4,000	2,829
6070 PHOTOCOPY SUPPLIES	9,217	10,625	1,408	12,750	3,533
6080 ADVERTISING	-	625	625	750	750
6100 COURIER	767	750	(17)	750	(17)
6110 TELEPHONE/FAX	2,016	2,917	901	3,500	1,484
6120 PUBL./SUBSCRIPTIONS	1,542	1,800	258	1,800	258
6130 COMPUTER HARDWARE	3,600	5,417	1,817	6,500	2,900
6140 COMPUTER SOFTWARE	10,177	12,500	2,323	12,500	2,323
6150 MEETING EXPENSES	2,678	3,021	343	3,625	947
8110 CONTRACTS/AGREEMENTS	350,688	350,688	-	480,000	129,312
<b>Total expended to date</b>	<b>\$ 672,647</b>	<b>\$ 681,470</b>	<b>\$ 8,823</b>	<b>\$ 868,632</b>	<b>\$ 195,985</b>

Departmental

Finance

Fiscal Services	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
9010 INT SHRT TERM BORROW	\$ 220,917	\$ 679,583	\$ 458,666	\$ 746,500	\$ 525,583
9020 INT ON DEBT	1,430,526	1,430,526	-	1,430,526	0
9051 PRINC ON DEBT	10,089,869	10,089,869	-	10,089,869	-
9052 DEBT/CAP BOND DISC	-	-	-	94,000	94,000
9090 BANK CHARGES	52,246	41,667	(10,579)	50,000	(2,246)
9200 ALLOWANCE FOR UNCOL. TAXES	-	-	-	800,000	800,000
9420 APPROP TO CAPITAL FUND	75,000	75,000	-	90,000	15,000
9430 APPROP TO B.I.D.C.	131,985	131,985	-	158,382	26,397
9600 PROV. CORRECTIONS	892,055	892,055	-	1,070,466	178,411
9610 CB REG. HOUSING	1,537,874	1,537,874	-	1,845,449	307,575
9620 REGIONAL LIBRARY	585,000	585,000	-	702,000	117,000
9630 CB/VIC. SCHOOL BOARD	12,393,050	12,393,050	-	14,871,660	2,478,610
9640 PROPERTY ASSESSMENT	1,173,203	1,173,203	-	1,407,843	234,641
<b>Total expended to date</b>	<b>\$ 28,581,724</b>	<b>\$ 29,029,811</b>	<b>\$ 448,087</b>	<b>\$ 33,356,695</b>	<b>\$ 4,774,971</b>

Departmental

Finance

**Police Services**

**Statement Expenditures**

**January 31, 2021**

Police Services	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
GL 6000, 6010, & 6011 WAGES & BENEFITS NET OF COST RECOVERY	\$ 17,793,866	\$ 19,211,177	\$ 1,417,311	\$ 22,669,362	\$ 4,875,496
6020 TRAINING/EDUCATION	58,506	70,842	12,336	85,010	26,504
6030 TRAVEL/CONFERENCES	4,391	18,229	13,838	21,875	17,484
6040 PROF MEM/DUES & FEES	1,095	4,167	3,071	5,000	3,905
6050 OFFICE SUPPLIES	29,459	37,500	8,041	45,000	15,541
6060 OFFICE EQUIPMENT	65,398	30,000	(35,398)	30,000	(35,398)
6070 PHOTOCOPY SUPPLIES	11,963	15,000	3,037	18,000	6,037
6080 ADVERTISING	3,420	4,167	747	5,000	1,580
6090 POSTAGE & 6100 COURIER	11,398	10,000	(1,398)	12,000	602
6110 TELEPHONE/FAX	186,824	182,800	(4,024)	182,800	(4,024)
6120 PUBL./SUBSCRIPTIONS	4,699	5,000	301	6,000	1,301
6130 COMPUTER HARD/SOFTWARE	245,659	270,000	24,341	324,000	78,341
6150 MEETING EXPENSES	8,314	9,583	1,269	11,500	3,186
6170 PROMOTION	3,218	9,167	5,949	11,000	7,782
7000 HEAT	11,812	41,667	29,855	50,000	38,188
7010 ELECTRICAL	78,872	91,958	13,087	110,350	31,478
7020 WATER	7,128	8,333	1,206	10,000	2,872
7030 BLDG/FACILITY MAINT	64,233	69,167	4,934	83,000	18,767
7040 BLDG/FACILITY REPAIR	24,262	15,000	(9,262)	15,000	(9,262)
7060 BLDG/FACILITY RENOV	7,866	14,583	6,718	17,500	9,634
7070 BLDG/FACILITY RENTAL	15,845	20,833	4,989	25,000	9,155
7110 SECURITY	939	3,083	2,145	3,700	2,761
7500 VEH/EQUIP MAINT	51,944	10,000	(41,944)	10,000	(41,944)
7505 GASOLINE & DIESEL	239,302	286,875	47,573	344,250	104,948
7510 VEH/EQUIP REPAIRS	291,041	287,717	(3,324)	287,717	(3,324)
7530 VEH/EQUIP REPLACEMENT	506,708	506,708	-	580,000	73,292
7540 VEH/EQUIP RENTAL	26	1,667	1,641	2,000	1,974
7550 VEH/EQUIP TOWING	1,912	4,167	2,255	5,000	3,088
8000 OPERATIONAL EQUIP	109,295	100,000	(9,295)	120,000	10,705
8010 OPERATIONAL MAT/SUPP	131,162	130,000	(1,162)	156,000	24,838
8020 MAINTENANCE EQUIP	5,491	6,308	818	7,570	2,079
8090 UNIFORMS/CLOTHING	149,489	145,833	(3,655)	175,000	25,511
8100 PROFESSIONAL SERVICE	130,828	130,000	(828)	130,000	(828)
8110 CONTRACTS/AGREEMENTS	15,937	23,333	7,396	28,000	12,063
8125 MAJOR INVESTIGATIONS	88,957	107,640	18,683	129,168	40,211
8150 GRANTS/SUBS TO ORG	42,658	42,658	-	50,000	7,342
<b>Total expended to date</b>	<b>20,403,913</b>	<b>\$ 21,925,162</b>	<b>\$ 1,521,249</b>	<b>\$ 25,765,802</b>	<b>\$ 5,361,889</b>

Departmental

Finance

**Police Services**

**Statement of Revenue**

**January 31, 2021**

<b>Police Services Revenue</b>	<b>Year to date Assigned</b>	<b>10 Month Budget</b>	<b>10 Month Budget Variance</b>	<b>Annual Budget</b>	<b>Annual Budget Remaining</b>
4751 RECORDS INQUIRIES	\$ 70,989	\$ 58,333	\$ 12,656	\$ 70,000	\$ (989)
5151 FINES	197,190	114,583	82,607	137,500	(59,690)
<b>Total Revenue to date</b>	<b>\$ 268,179</b>	<b>\$ 172,917</b>	<b>\$ 95,262</b>	<b>\$ 207,500</b>	<b>\$ (60,679)</b>

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Departmental

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Finance

**Fire Services**

**Statement of Expenditures**

**January 31, 2021**

	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
<b>Fire Services Including EMO</b>					
6000 WAGES/SALARIES	\$ 5,612,366	\$ 5,077,554	\$ (534,812)	\$ 6,000,418	\$ 388,052
6010 BENEFITS	935,824	1,004,165	68,341	1,186,676	250,852
6011 MISC. BENEFITS	139,910	134,166	(5,744)	134,166	(5,744)
6020 TRAINING/EDUCATION	25,139	107,368	82,229	128,841	103,702
6030 TRAVEL/CONFERENCES	14,781	24,446	9,665	27,175	12,394
6040 PROF MEM/DUES & FEES	10,676	9,362	(1,314)	11,732	1,056
6050 OFFICE SUPPLIES	9,735	10,083	348	12,100	2,365
6060 OFFICE EQUIPMENT	-	10,792	10,792	12,950	12,950
6080 ADVERTISING	4,904	4,458	(446)	5,350	446
6110 TELEPHONE/FAX	28,512	37,499	8,987	44,999	16,487
6120 PUBL./SUBSCRIPTIONS	181	2,250	2,069	2,700	2,519
6130 COMPUTER HARDWARE	10,754	11,507	753	11,507	753
6140 COMPUTER SOFTWARE	207	13,338	13,132	16,006	15,799
6150 MEETING EXPENSES	2,860	3,670	810	4,404	1,544
6170 PROMOTION	10,986	27,083	16,098	32,500	21,514
7000 HEAT	46,272	85,293	39,020	102,351	56,079
7010 ELECTRICAL	37,334	52,870	15,536	64,536	27,202
7020 WATER	26,072	25,407	(665)	25,407	(665)
7030 BLDG/FACILITY MAINT	30,403	53,108	22,705	63,729	33,326
7040 BLDG/FACILITY REPAIR	7,240	18,544	11,304	22,253	15,013
7060 BLDG/FACILITY RENOV	130	8,333	8,203	10,000	9,870
7500 VEH/EQUIP MAINT.	156,907	160,458	3,551	192,550	35,643
7505 GASOLINE/DIESEL	36,421	59,572	23,150	71,486	35,065
7510 VEH/EQUIP REPAIRS	6,484	4,000	(2,484)	4,000	(2,484)
7530 VEH/EQUIP REPLACEMENT	50,969	78,750	27,781	87,500	36,531
7550 VEH/EQUIP TOWING	868	1,667	798	2,000	1,132
7560 VEH/EQUIP GEN SUPPLY	12,665	13,333	669	16,000	3,335
8000 OPERATIONAL EQUIP	322,211	308,532	(13,679)	370,238	48,027
8010 OPERATIONAL MAT/SUPP	53,770	88,410	34,640	105,870	52,100
8020 MAINTENANCE EQUIP	48,925	43,832	(5,093)	52,599	3,674
8040 COMM EQUIPMENT LINES	3,285	-	(3,285)	-	(3,285)
8090 UNIFORMS/CLOTHING	56,332	71,065	14,733	85,277	28,945
8100 PROFESSIONAL SERVICE	2,247	7,115	4,868	8,538	6,291
8110 CONTRACTS/AGREEMENTS	74,307	75,532	1,224	90,638	16,331
8120 LEASES	115,106	107,441	(7,665)	128,929	13,823
8130 LICENSES/PERMITS	18,499	17,335	(1,164)	17,335	(1,164)
8150 GRANTS/SUBS TO ORG	1,709,273	1,709,273	-	1,753,851	44,578
8195 WATER SUPPLY & HYDR	5,896,987	5,896,987	-	7,076,384	1,179,397
<b>Total expended to date</b>	<b>\$ 15,519,540</b>	<b>\$ 15,364,597</b>	<b>\$ (154,944)</b>	<b>\$ 17,982,995</b>	<b>\$ 2,463,455</b>

Departmental

Finance

Engineering and Public Works Actuals to Jan 31, 2021

REVENUE	Actual & Committed		Budget		Variance		Total Annual		Annual Budget		% of Annual Budget
	Y-T-D Jan 31, 2021	Y-T-D Jan 31, 2021	Y-T-D Jan 31, 2021	Y-T-D Jan 31, 2021	Y-T-D Jan 31, 2021	Y-T-D Jan 31, 2021	Budget	Budget	Remaining	Budget	
TRANSIT	\$177,058	\$123,933	\$53,124	\$165,000	\$12,058	107.31%					
SOLIDWASTE TIP FEES	1,718,109	1,458,333	259,776	1,750,000	-31,891	98.18%					
SOLIDWASTE COST RECOVERIES	364,546	300,000	64,546	300,000	64,546	121.52%					
SEWER PERMIT FEES	91,930	83,333	8,597	100,000	-8,070	91.93%					
WATER UTILITY ADMIN FEE	4,126,258	4,126,258	0	4,951,510	-825,252	83.33%					
<b>TOTAL PW REVENUES</b>	<b>\$6,477,901</b>	<b>\$6,091,858</b>	<b>\$386,043</b>	<b>\$7,266,510</b>	<b>-\$788,609</b>	<b>89.15%</b>					
<b>EXPENDITURES</b>											
ADMINISTRATION	4,523,678	3,585,508	-938,170	4,478,168	-45,510	101.02%					
ENGINEERING	637,736	658,589	20,853	766,525	128,789	83.20%					
CENTRAL DIVISION	5,899,392	6,477,078	577,686	7,754,882	1,855,490	76.07%					
EAST DIVISION	5,394,154	5,736,721	342,567	6,959,394	1,565,240	77.51%					
NORTH DIVISION	2,428,905	2,778,496	349,591	3,304,667	875,762	73.50%					
SOLID WASTE	10,832,711	11,082,292	249,581	14,066,881	3,234,170	77.01%					
MECHANICAL FLEET	3,053,816	3,101,892	48,076	3,637,152	583,336	83.96%					
TRANSIT	4,892,837	4,790,652	-102,185	5,712,480	819,643	85.65%					
QUALITY CONTROL	2,360,646	2,370,794	10,148	3,104,887	744,241	76.03%					
<b>TOTAL PW EXPENDITURES</b>	<b>\$40,023,875</b>	<b>\$40,582,024</b>	<b>\$558,149</b>	<b>\$49,785,036</b>	<b>\$9,761,161</b>	<b>80.39%</b>					

Signature:

Director of Engineering & Public Works

Chief Financial Officer

Planning Department	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 1,116,700	\$ 1,217,647	\$ 100,947	\$ 1,438,959	\$ 322,259
6010 BENEFITS	243,357	255,784	12,427	302,274	58,917
6020 TRAINING/EDUCATION	7,125	13,750	6,625	16,500	9,375
6030 TRAVEL/CONFERENCES	6,373	11,333	4,960	13,000	6,627
6040 PROF MEM/DUES & FEES	3,769	7,083	3,315	8,400	4,631
6050 OFFICE SUPPLIES	8,720	16,250	7,530	19,500	10,780
6060 OFFICE EQUIPMENT	6,405	12,083	5,678	14,500	8,095
6080 ADVERTISING	5,744	20,417	14,672	24,500	18,756
6110 TELEPHONE/FAX	13,991	17,083	3,092	20,500	6,509
6120 PUBL./SUBSCRIPTIONS	-	1,083	1,083	1,300	1,300
6130 COMPUTER HARDWARE	16,329	10,500	(5,829)	10,500	(5,829)
6140 COMPUTER SOFTWARE	10,168	9,000	(1,168)	9,000	(1,168)
6150 MEETING EXPENSE	181	1,625	1,444	1,950	1,769
6170 PROMOTION	7,310	33,333	26,023	40,000	32,690
7130 DEMOLITIONS	100,000	100,000	-	120,000	20,000
8000 OPERATIONAL EQUIPMENT	2,850	27,500	24,650	33,000	30,150
8010 OPERATIONAL MAT/SUPP	1,725	3,333	1,608	4,000	2,275
8090 UNIFORMS / CLOTHING	1,653	7,083	5,431	8,500	6,847
8100 PROFESSIONAL SERVICE	2,531	109,168	106,637	131,000	128,469
8110 CONTRACTS/AGREEMENTS	322,000	351,167	29,167	421,400	99,400
8130 LICENSES/PERMITS	78,147	74,500	(3,647)	74,500	(3,647)
8135 REGULATORY FEES	40,828	38,667	(2,162)	41,000	172
8150 GRANTS /SUBS TO ORG	536,005	541,670	5,665	565,000	28,995
<b>Total expended to date</b>	<b>\$ 2,531,911</b>	<b>2,880,061</b>	<b>\$ 348,149</b>	<b>\$ 3,319,283</b>	<b>\$ 787,372</b>

Departmental

Finance

	Year to date Assigned	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
<b>Bylaw Revenue</b>					
5112 Vendor Licenses	\$ 5,485	\$ 12,083	\$ (6,598)	\$ 14,500	\$ 9,015
5113 Animal Licenses	2,370	9,167	(6,797)	11,000	8,630
5114 Taxi Licenses	16,113	15,000	1,113	18,000	1,888
5115 Vending Machine Licenses	270	6,250	(5,980)	7,500	7,230
5301 Parking Meter Revenue	95,654	217,778	(122,124)	280,000	184,346
<b>Total Bylaw Revenue</b>	<b>\$ 119,891</b>	<b>\$ 260,278</b>	<b>\$ (140,386)</b>	<b>\$ 331,000</b>	<b>\$ 211,109</b>
<b>Development / Planning Revenue</b>					
5496 Mapping Sales	\$ -	\$ 1,750	\$ (1,750)	\$ 2,100	\$ 2,100
5495 Other Sales	2,713	3,417	(704)	4,100	1,387
5101 Building Permits	269,194	166,667	102,528	200,000	(69,194)
5102 Subdivision Fees	36,965	33,333	3,631	40,000	3,035
5103 Development Permits	-	-	-	-	-
<b>Total Develop / Planning Rev</b>	<b>\$ 308,871</b>	<b>\$ 205,167</b>	<b>\$ 103,705</b>	<b>\$ 246,200</b>	<b>\$ (62,671)</b>
<b>Total Bylaw / Dev / Planning Revenue</b>	<b>\$ 428,763</b>	<b>\$ 465,444</b>	<b>\$ (36,682)</b>	<b>\$ 577,200</b>	<b>\$ 148,437</b>

Departmental

Finance

Facilities (C200 / Arenas) Statement of Expenditures

January 31, 2021

	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 1,017,636	\$ 1,169,739	\$ 152,102	\$ 1,382,343	\$ 364,707
6010 BENEFITS	201,862	223,621	21,759	264,265	62,403
6020 TRAINING	2,207	2,917	710	3,500	1,293
6030 TRAVEL/CONFERENCES	1,477	3,333	1,856	4,000	2,523
6040 PROF MEM/DUES & FEES	3,073	2,000	(1,073)	2,000	(1,073)
6050 OFFICE SUPPLIES	1,755	3,750	1,995	4,500	2,745
6060 OFFICE EQUIPMENT	2,060	2,000	(60)	2,000	(60)
6080 ADVERTISING	169	6,250	6,081	7,500	7,331
6100 COURIER	320	833	513	1,000	680
6110 TELEPHONE/FAX	17,010	15,833	(1,176)	19,000	1,990
6130 COMPUTER HARDWARE	8,168	2,500	(5,668)	2,500	(5,668)
6140 COMPUTER SOFTWARE	807	2,083	1,276	2,500	1,693
6150 MEETING EXPENSES	347	833	487	1,000	653
7000 HEAT	45,516	43,806	(1,710)	52,500	6,984
7010 ELECTRICAL	298,303	337,500	39,197	405,000	106,697
7020 WATER	27,603	23,750	(3,853)	28,500	897
7030 BLDG/FACILITY MAINT	36,095	63,333	27,239	76,000	39,905
7040 BLDG/FACILITY REPAIR	72,448	65,000	(7,448)	65,000	(7,448)
7080 PLANT MAINTENANCE	61,500	61,500	(0)	61,500	(0)
7110 SECURITY	77,921	75,000	(2,921)	90,000	12,079
7510 VEH/EQUIP REPAIRS	10,628	10,500	(128)	10,500	(128)
7540 VEH/EQUIP RENTAL	-	5,833	5,833	6,500	6,500
8000 OPERATIONAL EQUIPMENT	27,478	2,500	(24,978)	2,500	(24,978)
8010 OPERATIONAL MAT/SUPP	111,223	132,417	21,194	227,000	115,777
8050 COST OF SALES	123,302	160,417	37,115	275,000	151,698
8090 UNIFORMS/CLOTHING	4,004	7,083	3,079	8,500	4,496
8100 PROFESSIONAL SERVICE	13,049	22,917	9,867	27,500	14,451
8110 CONTRACTS/AGREEMENTS	13,400	43,750	30,350	52,500	39,100
<b>Total expended to date</b>	<b>\$ 2,179,360</b>	<b>\$ 2,490,999</b>	<b>\$ 311,639</b>	<b>\$ 3,084,608</b>	<b>\$ 905,248</b>

Departmental

Finance

	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
GL 5001 Ice Rentals	\$ 351,243	\$ 103,500	\$ 247,743	\$ 310,500	\$ (40,743)
GL 5002 Public Skating	-	833	(833)	2,500	2,500
GL 5004 Arena Rental	-	35,000	(35,000)	105,000	105,000
GL 5005 Gym Rental	6,957	1,667	5,290	5,000	(1,957)
GL 5006 Canteen Sales	45,205	120,833	(75,628)	362,500	317,295
GL 5009 Major Events	-	1,667	(1,667)	5,000	5,000
GL 5010 Other Revenue	4,194	94,167	(89,973)	282,500	278,306
GL 5033 Program Equipment	534	8,083	(7,549)	24,250	23,716
GL 5034 Facility Rentals	2,075	3,917	(1,842)	11,750	9,675
<b>Total Revenue To Date</b>	<b>\$ 410,207</b>	<b>\$ 369,667</b>	<b>\$ 40,541</b>	<b>\$ 1,109,000</b>	<b>\$ 698,793</b>

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 Departmental

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 Finance

**Parks and Grounds  
Operations**

**Statement of Expenditures**

**January 31, 2021**

Parks & Grounds	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 1,210,817	\$ 1,347,177	\$ 136,360	\$ 1,592,031	\$ 381,214
6010 BENEFITS	296,776	292,261	(4,514)	345,381	48,605
6011 MISC BENEFITS	3,630	2,500	(1,130)	2,500	(1,130)
6020 TRAINING/EDUCATION	232	4,167	3,935	5,000	4,768
6030 TRAVEL/CONFERENCES	5,951	10,215	4,264	12,750	6,799
6040 PROF MEM/DUES & FEES	62	167	105	200	138
6050 OFFICE SUPPLIES	158	1,250	1,092	1,500	1,342
6060 OFFICE EQUIPMENT	899	400	(499)	400	(499)
6080 ADVERTISING	-	-	-	-	-
6110 TELEPHONE/FAX	6,804	6,000	(804)	7,200	396
6130 COMPUTER HARDWARE	1,946	250	(1,696)	250	(1,696)
7000 HEAT	2,462	4,458	1,996	5,350	2,888
7010 ELECTRICAL	52,286	64,583	12,298	77,500	25,214
7020 WATER	16,762	20,833	4,071	25,000	8,238
7030 BLDG/FACILITY MAINT	3,428	4,167	739	5,000	1,572
7040 BLDG/VACILITY REPAIR	179	-	(179)	-	(179)
7060 BLDG/FACILITY RENOV	109	-	(109)	-	(109)
7080 PLANT MAINTENANCE	397	-	(397)	-	(397)
7110 SECURITY	7,606	-	(7,606)	-	(7,606)
7510 VEH/EQUIP REPAIRS	-	1,125	1,125	1,350	1,350
7530 VEH/EQUIP REPLACEMENT	30,452	25,000	(5,452)	25,000	(5,452)
7540 VEH/EQUIP RENTAL	17,368	7,500	(9,868)	7,500	(9,868)
8000 OPERATIONAL EQUIP	25,595	23,333	(2,262)	28,000	2,405
8010 OPERATIONAL MAT/SUPP	180,020	291,667	111,647	350,000	169,980
8020 MAINTENANCE EQUIP	50,882	35,000	(15,882)	35,000	(15,882)
8040 COMM EQUIP LINES (GPS)	9,044	6,000	(3,044)	6,000	(3,044)
8080 STREET LIGHTS	3,685	-	(3,685)	-	(3,685)
8090 UNIFORMS/CLOTHING	8,967	10,000	1,033	12,000	3,033
8100 PROFESSIONAL SERV	-	4,167	4,167	5,000	5,000
8110 CONTRACTS & AGRMNT	380,208	350,000	(30,208)	350,000	(30,208)
<b>Total expended to date</b>	<b>2,316,722</b>	<b>\$ 2,512,220</b>	<b>\$ 195,498</b>	<b>\$ 2,899,912</b>	<b>\$ 583,190</b>

Departmental

Finance

**Building Operations**

**Statement of Expenditures**

**January 31, 2021**

Buildings	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	\$ 1,176,711	\$ 1,176,245	\$ (466)	\$ 1,390,032	\$ 213,321
6010 BENEFITS	269,928	260,866	(9,062)	308,279	38,351
6020 TRAINING/EDUCATION	2,032	3,542	1,509	4,250	2,218
6030 TRAVEL/CONFERENCES	-	1,042	1,042	1,250	1,250
6040 PROF MEM/DUES & FEES	-	-	-	-	-
6050 OFFICE SUPPLIES	290	833	543	1,000	710
6060 OFFICE EQUIPMENT	99	2,083	1,985	2,500	2,401
8110 TELEPHONE/FAX	6,605	6,500	(105)	7,800	1,195
6130 COMPUTER HARDWARE	3,919	3,000	(919)	3,000	(919)
6140 COMPUTER SOFTWARE	-	5,417	5,417	6,500	6,500
7000 HEAT	46,424	61,799	15,375	90,000	43,576
7010 ELECTRICAL	376,060	368,221	(7,840)	471,000	94,940
7020 WATER	21,860	19,708	(2,152)	23,650	1,790
7030 BLDG/FACILITY MAINT	25,312	34,167	8,855	41,000	15,688
7040 BLDG/FACILITY REPAIR	1,290	-	(1,290)	-	(1,290)
7060 BLDG/FACILITY RENOV	12,534	83,333	70,799	100,000	87,466
7070 BLDG/FACILITY RENTAL	170,194	149,783	(20,410)	178,950	8,756
7080 PLANT MAINTENANCE	1,167	12,917	11,750	15,500	14,333
7100 MAINT. TOOLS/EOUIP	5,634	3,500	(2,134)	3,500	(2,134)
7110 SECURITY	96,799	101,250	4,451	121,500	24,701
7120 PROPERTY TAXES	3,061	-	(3,061)	-	(3,061)
7540 VEH/EQUIP RENTAL	457	2,083	1,627	2,500	2,043
8000 OPERATIONAL EQUIP	-	2,083	2,083	2,500	2,500
8010 OPERATIONAL MAT/SUPP	107,297	100,417	(6,881)	120,500	13,203
8020 MAINTENANCE EQUIP	-	2,500	2,500	3,000	3,000
8040 COMM EQUIP LINES (GPS)	2,947	2,667	(281)	3,200	253
8090 UNIFORMS/CLOTHING	1,670	3,750	2,080	4,500	2,830
8100 PROFESSIONAL SERVICE	8,945	50,000	41,055	60,000	51,055
8110 CONTRACTS/AGREEMENTS	190,373	204,167	13,793	245,000	54,627
8120 LEASES	1,049	2,083	1,034	2,500	1,451
8130 LICENSES/PERMITS	-	1,667	1,667	2,000	2,000
8150 GRANTS/SUBS TO ORG	50,000	50,000	-	60,000	10,000
<b>Total expended to date</b>	<b>\$ 2,582,659</b>	<b>\$ 2,715,622</b>	<b>\$ 132,963</b>	<b>\$ 3,275,411</b>	<b>\$ 692,752</b>

Departmental

Finance

Recreation Cultural Services

Statement of Expenditures

January 31, 20201

Recreation/Cultural Services	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
GL 6000, 6010, & 6011 Wages & Benefits Including Summer Students	\$ 855,280	\$ 970,476	\$ 115,196	\$ 1,105,060	\$ 249,780
6020 TRAINING/EDUCATION	5,203	13,333	8,130	16,000	10,797
6030 TRAVEL/CONFERENCES	6,903	20,833	13,930	25,000	18,097
6040 PROF MEM/DUES & FEES	1,698	2,917	1,219	3,500	1,802
6050 OFFICE SUPPLIES	2,861	6,667	3,805	8,000	5,139
6060 OFFICE EQUIPMENT	3,735	8,000	4,265	8,000	4,265
6080 ADVERTISING	19,553	58,333	38,781	70,000	50,447
6110 TELEPHONE/FAX	6,639	9,167	2,528	11,000	4,361
6120 PUBL./SUBSCRIPTIONS	34	167	132	200	166
6130 COMPUTER HARD/SOFTWARE	3,046	5,833	2,787	7,000	3,954
7070 BLDG/FACILITY RENTAL	33,014	38,333	5,319	46,000	12,986
8000 OPERATIONAL MAT/SUPPLY	88,207	125,000	36,793	150,000	61,793
8025 COMMUNITY EVENTS	128,800	250,000	121,200	300,000	171,200
8150 SCHOLORSHIPS	20,000	20,000	-	20,000	-
8160 SPECIAL EVENTS & FESTIVALS	132,845	264,058	131,213.00	356,562	223,717
8170 OPERATING GRANTS POLICY	631,713	500,500	(131,213.00)	500,500	(131,213)
<b>Total expended to date</b>	<b>\$ 1,939,531</b>	<b>\$ 2,293,617</b>	<b>\$ 354,086</b>	<b>\$ 2,626,822</b>	<b>\$ 687,291</b>

Departmental

Finance

Recreation /  
Cultural Services

Statement of Revenue

January 31, 2021

Recreation/Cultural Services	Variance				Remaining	
5031 PROGRAM REVENUE	\$ 30,000	\$ 30,000	\$ -	\$ 30,000	\$ -	
5034 FACILITY RENTALS	-	4,167	(4,167)	12,833	12,833	
<b>Total Revenue To Date</b>	<b>\$ 30,000</b>	<b>\$ 34,167</b>	<b>\$ (4,167)</b>	<b>\$ 42,833</b>	<b>\$ 12,833</b>	

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Departmental

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Finance

Cape Breton Regional Municipality Water Utility  
Statement of Operations - period ending January 31st, 2021

	Actual Jan 31st, 2021	Budget Jan 31st, 2021	Variance Jan 31st, 2021	Total Annual Budget 2020-2021
<b>Revenue</b>				
Operating:				
Metered Sales	15,979,915	16,312,936	(333,021)	19,575,523
Public Fire Protection	5,896,989	5,896,993	(4)	7,078,384
Interest on Overdue Accounts	455,825	291,667	164,158	350,000
Other Operating Revenue	4,640	55,000	(50,361)	66,000
<b>Total Operating Revenue</b>	<b>22,337,368</b>	<b>22,556,595</b>	<b>(219,227)</b>	<b>27,069,907</b>
<b>Expenditures</b>				
Operating Expenses				
Source of Supply	329,140	438,994	109,854	526,793
Power and Pumping	1,370,683	1,784,093	413,410	2,140,912
Water Treatment	3,395,058	3,552,314	157,256	4,262,776
Transmission & Distribution	3,546,692	4,011,787	465,095	4,814,145
Administration & General	2,108,743	2,565,683	456,940	3,078,819
Depreciation	3,208,333	3,208,333	0	3,850,000
Taxes	1,655,778	1,666,667	10,889	2,000,000
<b>Total Operating Expenses</b>	<b>15,614,428</b>	<b>17,227,871</b>	<b>1,613,444</b>	<b>20,673,445</b>
<b>Operating Profit/(Loss)</b>	<b>6,722,940</b>	<b>5,328,724</b>	<b>1,394,217</b>	<b>6,396,462</b>

Cape Breton Regional Municipality Water Utility  
Statement of Operations - period ending January 31st, 2021

	Actual Jan 31st, 2021	Budget Jan 31st, 2021	Variance Jan 31st, 2021	Total Annual Budget 2020-2021
<b>Non Operating Revenue</b>				
Debt Charge Income	-	-	-	-
Interest Income	-	-	-	-
Amortization of Deferred Capital contribution	239,309	239,309	0	287,171
<b>Total Non Operating Revenue</b>	<b>239,309</b>	<b>239,309</b>	<b>0</b>	<b>287,171</b>
<b>Non Operating Expenses</b>				
Short term interest charges	166,667	166,667	(0)	200,000
<b>Debt Charges</b>				
Principal	2,970,417	2,970,417	0	3,564,500
Interest	1,007,626	1,007,626	0	1,209,151
Amortization of Debt Discount	27,121	26,667	(454)	32,000
Capital Expenditures out of operations	125,000	125,000	-	150,000
<b>Total Non Operating Expenses</b>	<b>4,296,830</b>	<b>4,296,376</b>	<b>(454)</b>	<b>5,155,651</b>
<b>Non- Operating Profit/(Loss)</b>	<b>(4,057,521)</b>	<b>(4,057,067)</b>	<b>(454)</b>	<b>(4,868,480)</b>
TOTAL UTILITY REVENUES (OPERATING & NON-OPERATING)	22,576,677	22,795,904	(219,227)	27,357,078
TOTAL UTILITY EXPENSES (OPERATING & NON-OPERATING)	19,911,258	21,524,247	1,612,990	25,829,096
<b>CBRM WATER UTILITY PROFIT/(LOSS)</b>	<b>2,665,419</b>	<b>1,271,657</b>	<b>1,393,762</b>	<b>1,527,982</b>

Prepared by Amanda R. Carroll  
 Review by \_\_\_\_\_  
 Date \_\_\_\_\_

## Port of Sydney Development Corporation

January 31, 2021 Income Statement

	This Year Actual	This Year Budget	Variance to Budget	Annual Budget
Wharfage and Berthage	293,029.24	566,020.72	(272,991.48)	630,489.90
Event Revenue	15,715.91	80,285.00	(64,569.09)	88,135.00
Miscellaneous Revenue	4,115.60	3,800.00	315.60	55,300.00
Storage and Rental	86,323.73	291,964.51	(205,640.78)	309,370.67
Passenger tax	0.00	1,426,130.88	(1,426,130.88)	1,426,130.88
Security/Traffic Control	47,412.34	304,737.75	(257,325.41)	319,081.75
Government Grants	46,640.32	9,000.00	37,640.32	9,000.00
Craft Market Revenue	0.00	87,945.00	(87,945.00)	87,945.00
	<u>493,237.14</u>	<u>2,769,883.86</u>	<u>(2,276,646.72)</u>	<u>2,925,453.20</u>
Wages	317,144.60	627,744.00	(310,599.40)	746,845.00
Benefits	119,745.16	209,247.00	(89,501.84)	248,946.00
Professional Fees	57,044.58	96,800.00	(39,755.42)	105,800.00
Advertising & Promotions	7,893.07	60,930.00	(53,036.93)	63,930.00
Cruise Activities	1,587.60	109,550.00	(107,962.40)	111,550.00
Dues & Membership Fees	14,613.33	38,166.00	(23,352.67)	39,226.00
Event Expense	366.09	5,600.00	(5,233.91)	4,100.00
Insurance	45,553.10	83,500.00	(37,946.90)	107,000.00
Interest & Bank Charges	2,392.90	5,770.00	(3,377.10)	6,870.00
Office & Admin	6,359.03	38,181.00	(31,821.97)	41,245.00
Office Rent	43,600.00	43,600.00	0.00	52,320.00
Miscellaneous	900.73	4,000.00	(3,099.27)	57,800.00
Repairs & Maintenance	61,643.62	348,469.00	(266,825.38)	376,951.00
Repairs -JHCP	0.00	343,500.00	(343,500.00)	343,500.00
Travel	0.00	43,285.00	(43,285.00)	45,755.00
Utilities	91,046.83	192,500.00	(101,451.17)	227,200.00
Bad Debts	0.00	1,500.00	(1,500.00)	1,500.00
Security Expense	30,486.40	218,580.40	(188,094.00)	227,460.60
Leasehold Improvements	15,461.15	10,000.00	5,461.15	10,000.00
	<u>836,040.19</u>	<u>2,480,922.40</u>	<u>(1,644,882.21)</u>	<u>2,818,000.60</u>
	(342,803.05)	288,961.46	(631,764.51)	107,452.60
Less Amortization	<u>(291,667.00)</u>	<u>(291,667.00)</u>	<u>0.00</u>	<u>(350,000.00)</u>
	<u>(634,470.05)</u>	<u>(2,705.54)</u>	<u>(631,764.51)</u>	<u>(242,547.40)</u>

