

**Cape Breton Regional Municipality**

**Council Meeting**

**AGENDA**

**TUESDAY, MARCH 26, 2024**

**9:30 A.M.**

Council Chambers  
2<sup>nd</sup> Floor, City Hall  
320 Esplanade, Sydney, NS

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# Cape Breton Regional Municipality

## Council Meeting

Tuesday, March 26, 2024

9:30 a.m.

### **AGENDA ITEMS**

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Land Acknowledgement

**9:30 a.m.**

Roll Call

O' Canada

1. APPROVAL OF AGENDA: (Motion Required) **9:35 a.m.**
  
2. Canadian Association of Municipal Administrators – Long Service Recognition Awards Program: Mayor Amanda M. McDougall-Merrill (See page 6)
  
3. PROCLAMATIONS: **9:45 a.m.**
  - 3.1 Purple Day  
Councillor Steve Parsons (See page 7)
  
  - 3.2 Transgender Day of Visibility  
Councillor Earlene MacMullin (See page 8)
  
  - 3.3 National Dental Hygienists Week  
Councillor Ken Tracey (See page 9)
  
  - 3.4 Parkinson's Awareness Month  
Councillor Gordon MacDonald (See page 10)

Continued...

**Council Meeting Agenda  
March 26, 2024 (Cont'd)**

**4. PLANNING: 9:55 a.m.**

**4.1 Final Approval – Public Hearing:**

- a) **Text Amendments to CBRM's Land Use By-law:** Karen Neville, Acting Director / Senior Planner of Planning & Development (See page 11 )

**5. BY-LAWS & MOTIONS: 10:10 a.m.**

**5.1 Second / Final Reading – Public Hearing:**

- i) **Wastewater Discharge By-Law No. W-100:** Greg Campbell, Manager of Technical Support Services – Utilities (See page 30 )
- ii) **Area Rate By-Law Number A-200:** Greg Campbell, Manager of Technical Support Services – Utilities (See page 79 )

**5.2 First Reading:**

- i) **Passenger Vehicle for Hire By-law – Debit or Service Fee Provision:** John Crane, Manager of Bylaws and Building Inspections (See page 83 )

**6. PRESENTATIONS: 11:00 a.m.**

**6.1 Federation of Canadian Municipalities:** Geoff Stewart, First Vice President of FCM (See page 90 )

**6.2 Update to Library Workshop:** Mayor Amanda M. McDougall-Merrill

**To be circulated prior to meeting.**

**7. CORPORATE SERVICES ISSUES: 11:50 a.m.**

**7.1 Affordable Housing Policy:** Karen Neville, Acting Director / Senior Planner of Planning & Development (See page 100 )

**7.2 Membertou Policing Agreement – Renewal:** Robert Walsh, Chief of Police

**To be circulated prior to meeting.**

**Continued...**

**Council Meeting Agenda  
March 26, 2024 (Cont'd)**

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**7.3 Request to Deem Property Surplus – Centennial/Bi-Centennial Complex Portion of PIDs 15092554, 15092570, and 15538077:** Kirk Durning, Director of Recreation, Parks & Grounds, Buildings & Facilities (See page 123)

**7.4 Request to Deem CBRM Property Surplus PID 15368632 – South Head (District 8):** Sheila Kolanko, Property Manager (See page 127)

**8. COMMITTEE REPORTS:** N/A

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

**1:00 p.m.**

**9.1 CBRM to January 31, 2024:** (See page 129)

**For Information Only.**

**9.2 Port of Sydney Development Corporation to January 31, 2024:** (See page 154)

**For Information Only.**

**10. REVIEW OF ACTION ITEMS FROM THIS MEETING:**  
Mayor Amanda M. McDougall-Merrill

**1:10 p.m.**

**ADJOURNMENT**

*Tony Kulbisky  
President / Président*

*Vacant  
First Vice-President /  
Premier vice-président*

*Brenda Orchard  
Second Vice-President /  
Deuxième vice-présidente*

*Marc Melanson  
Treasurer / Trésorier*

*Bev Hendry  
Past President /  
Présidente sortant*

*Vincent Lalonde  
Director / Directeur*

*Jamie Nagy  
Director / Directrice*

*Mike Dolter  
Director / Directeur*

*Gary Kent  
Director / Directeur*

*Raffaella Di Stasio  
Director / Directrice*

*Sheila Bassi-Kellell  
Director / Directrice*

*Jennifer Goodine  
Executive Director  
Directrice générale*

March 15, 2024

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

Dear Mayor McDougall,

The Long Service Recognition Awards Program of the Canadian Association of Municipal Administrators (CAMA) is dedicated to honoring and celebrating the dedication of our members to public service and municipal management, a cornerstone priority for our Association. These awards are based on the duration of full-time, paid employment in municipal government, specifically in management roles such as Chief Administrative Officer or those reporting directly to them. Recognition is granted at the ten-year mark and subsequently in five-year intervals.

This year, it is our privilege to acknowledge the commitment of your Deputy Chief Administrative Officer, John MacKinnon, for his remarkable fifteen years of service in municipal government management roles. John's dedication to his role has undoubtedly contributed to the advancement of your municipality, and we are pleased to recognize his achievements. His recognition pin has been mailed to him directly.

We invite you to assist us in recognizing John for this milestone, perhaps through a special presentation at City Council, in acknowledgement of his continued support of the municipal profession.

In closing, we wish to express our heartfelt appreciation to City Council for their unwavering support of John as a valued member of CAMA.

Sincerely,

**ORIGINAL SIGNED BY**

Tony Kulbisky  
CAMA President

cc John MacKinnon, Deputy Chief Administrative Officer

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## **PROCLAMATION**

### ***Purple Day***

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**WHEREAS:** Purple Day is a global effort dedicated to promoting epilepsy awareness in countries around the world; and

**WHEREAS:** Epilepsy is one of the most common neurological conditions, estimated to affect over 50 million people worldwide and 42 people in Canada are diagnosed every day; and

**WHEREAS:** One in ten persons will have at least one seizure during his or her lifetime; and

**WHEREAS:** The public is often unable to recognize common seizure types, or how to respond with appropriate first aid; and

**WHEREAS:** Purple Day will be celebrated on March 26 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-Merrill and Council proclaim March 26, 2024 “Purple Day”, in an effort to raise awareness of epilepsy in the Cape Breton Regional Municipality

*Councillor Steve Parsons – CBRM District # 7*

**March 26, 2024**



## PROCLAMATION

### *Transgender Day of Visibility*

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**WHEREAS:** The Cape Breton Regional Municipality is committed to building a welcoming and inclusive community for all which strengthens and fosters mutual understanding among the transgender, non-binary and gender non-conforming community; and

**WHEREAS:** Every resident of the Cape Breton Regional Municipality has the right to have equal access to services, employment, and facilities without discrimination, harassment, acts of verbal or physical violence or abuse; and

**WHEREAS:** The transgender, non-binary and gender non-conforming community has fought tirelessly for equity and inclusivity; and

**WHEREAS:** The Cape Breton Regional Municipality is proud of the meaningful contributions which individuals within the transgender, non-binary and gender non-conforming community make to the region and acknowledges discrimination faced by residents due to the gender identities and/or gender expression; and

**WHEREAS:** Transgender Day of Visibility celebrates the accomplishments of transgender, non-binary and gender non-conforming minorities while fighting transphobia, acts of verbal and physical violence, prejudice, discrimination, and abuse.

**BE IT THEREFORE  
RESOLVED:** That CBRM Mayor Amanda M. McDougall-Merrill and Council proclaim Sunday, March 31<sup>st</sup>, 2024, as Transgender Day of Visibility in the Cape Breton Regional Municipality.

*Councillor Earlene MacMullin - CBRM District # 2*

March 26<sup>th</sup>, 2024



## **PROCLAMATION**

### ***National Dental Hygienists Week***

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**WHEREAS:** 59% of Canadian children and 96% of adults have experienced cavities, and 21% of Canadian adults have experienced periodontal (gum) issues; and

**WHEREAS:** Research shows a direct link between oral health and overall health and well-being, such as periodontal disease being linked to several serious illnesses, including lung disease, diabetes, and heart disease; and

**WHEREAS:** Oral health issues are easily preventable and treatable, and Canadians, especially children and seniors, can be greatly assisted through early detection and intervention; and

**WHEREAS:** Dental hygiene is the 6th largest registered health profession in Canada, with more than 31,000 registered dental hygienists working in a variety of settings, with people of all ages, addressing issues related to oral health; and

**WHEREAS:** Greater awareness of proper oral health practices and the need to regularly visit a dental professional is paramount to ensuring Canadians lead healthier and happier lives; and

**WHEREAS:** Promoting the importance of the issues and celebrating the successes of the profession and contributions of dental hygienists will lead to increased public awareness.

**BE IT THEREFORE  
RESOLVED:** That CBRM Mayor Amanda M. McDougall-Merrill and Council proclaim the week of April 4-10<sup>th</sup>, 2024 as National Dental Hygienists Week in the Cape Breton Regional Municipality.

*Councillor Ken Tracey - CBRM District # 9*

March 26, 2024



## **PROCLAMATION**

### ***Parkinson's Awareness Month***

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- WHEREAS:** Parkinson's is a neurodegenerative disease that results from the loss of cells that produce dopamine, a chemical that carries signals between the nerves and brain; and
- WHEREAS:** when those cells die, debilitating symptoms appear, with the most common ones including tremors, slowness and stiffness, impaired balance and muscle rigidity; and
- WHEREAS:** Parkinson's Awareness Month is April 2024 and brings into focus that every experience with the disease, which has no cure, is unique. Living with Parkinson's requires an individualized holistic approach; and
- WHEREAS:** the Parkinson's Society of Nova Scotia is a non-profit society, which includes a dedicated group of volunteers, focusing on providing education, advocacy, research and support to all patients, caregivers, and families.
- BE IT THEREFORE  
RESOLVED:** That CBRM Mayor Amanda M. McDougall-Merrill and Council proclaim April 2024 as Parkinson's Awareness Month in the Cape Breton Regional Municipality.

*Councillor Gordon MacDonald - CBRM District # 1*

March 26<sup>th</sup>, 2024

**Text Amendments to CBRM's Land Use By-law**

**Motion**

Moved by Councillor O'Quinn, seconded by Councillor Cyril MacDonald, to schedule a Public Hearing for an upcoming meeting of Council to consider the proposed amendments to the Land Use By-law.

**Motion Carried**

DRAFT



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**TO:** CBRM Mayor & Council

**DATE:** March 12<sup>th</sup>, 2024

**FROM:** Karen Neville

**RE:** Text Amendments to CBRM's Land Use By-law

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**Introduction**

Council approved CBRM's new planning documents in September of 2023. As indicated at the time of the approval, staff would be bringing forward amendments a year after their date of adoption. Staff will be presenting a detailed review along with an overview of the Key Performance Indicators for the new planning documents this fall. In conversations with potential developers and during the review of development applications, staff have noticed that some zone standards (setback, building height, lot coverage, etc.) were overly restrictive, and not in keeping with the intent of the changes brought in with CBRM Forward. In the spirit of supporting development and providing flexibility, staff are recommending amendments to improve implementation of the Land Use By-law (LUB). Staff want to ensure these amendments are considered by Council before the next building season beginning in the spring.

**Lot Occupancy vs Lot Coverage**

Throughout the By-law, the terms lot occupancy and lot coverage are used interchangeably; however, only lot coverage is defined.

It is recommended that the term 'lot occupancy' be deleted and replaced with 'lot coverage' throughout the Land Use By-law.

**Definitions**

Height and Storey

The Land Use By-law includes a definition for finished grade; however, the definitions for height and storey use the term established grade. To ensure the Development Officers are interpreting height and storey of buildings consistently, each definition should be amended to include the term finished grade.

It is recommended the definitions for height and storey be amended to include the term 'finished grade'.

Dwelling Unit

There are currently two definitions for the Dwelling Unit within the Land Use By-law. The wording of each definition is similar. There is only need for one definition; therefore, one definition for Dwelling Unit should be deleted.

It is recommended that the Land Use By-law only contain one definition for Dwelling Unit.

Motor Vehicle Fuel Service

The definition for the retailing of fuel for motor vehicles classifies it is a service use, but it should be considered a as a sales use. The term service in the definition should be replaced with sales.

It is recommended that the definition for Motor Vehicle Fuel Service should be deleted and replaced with Motor Vehicle Fuel Sales.

#### **Chapter 4 General Provisions**

##### Accessory Buildings and Structures: Shipping Container

The current version of the Land Use By-law includes provisions for shipping containers as accessory structures. The provisions make reference to non-Residential Zones and Residential zones. The reference to non-Residential and Residential was intended to be connected to the type of use and not the zone classification. For this reason, the terms non-Residential zone and Residential zone should be changed to non-residential use and residential use.

It is recommended that non-Residential zone be removed from Subsection 4.1.1 b) and replaced with non-residential uses.

It is recommended the Residential Zones be removed from Subsection 4.1.1 c) and replaced with residential uses.

##### Accessory Buildings and Structures: Setback

Subsection 4.1.4 Front Yard Setback Requirements references no accessory building or structure may be placed within the required front yard setback. Subsection 4.1.1 d) also references accessory buildings or structures not placed in the required front or flankage yard, but the word setback is not included. To improve clarification of intent of Subsection 4.1.1 d) the term setback should be added.

It is recommended that the term setbacks be added to Subsection 4.1.1. d) after the flankage yard.

##### Total Lot Coverage: Accessory to a Recreational Vehicle

The previous LUB included a provision related to the size of an accessory building or structure which is accessory to a recreation vehicle. This provision was intended to be carried over in the current By-law but was missed. For this reason, it should be added to the provisions for Accessory Buildings and Structures.

It is recommended that Subsection 4.1.2 Total Lot Coverage be amended to add the maximum size for accessory structure of 28m<sup>2</sup> (300ft<sup>2</sup>) when it is accessory to a recreational vehicle.

##### Height

The Land Use By-law includes provisions related to the height of accessory buildings or structures. Similar to the provisions for shipping containers, the provision reference Residential Zones and Non-Residential Zones. The term zone should be replaced with building.

It is recommended that Subsection 4.1.5 Height be amended by replacing the term zone with building.

##### Accessory Dwelling Units

The current provisions require accessory dwelling units to be located to the rear of a main building. If an accessory building existed prior to the adoption of the LUB, it is reasonable to allow for its conversion to an accessory dwelling unit if all of the other applicable provisions of the LUB can be met.

It is recommended Subsection 4.2. Accessory Dwelling Units be amended to allow accessory building which legally existed prior to the adoption of the LUB to be converted to an accessory dwelling.

#### More than One Use on a Lot

The LUB includes provisions for more than one use on a lot parcel. The title for Subsection 4.14.2 should be amended to clarify how it applies to main buildings and not accessory dwelling units.

It is recommended that Subsection 4.14.2 be renamed to Main Buildings.

#### Shared Driveways

Unlike the previous LUB, the current LUB includes provisions for the lot parcels to share driveway access. The LUB includes a provision where a shared driveway servicing more than 3 lot parcels shall be constructed to private road standards. CBRM's private road standards can be found in the Subdivision By-law. To improve clarity reference to the Subdivision By-law should be included in the provisions for Shared Driveways.

It is recommended that reference to the Subdivision By-law be added to Subsection 4.21 b).

#### Construction Signs

The subsection referenced in Subsection 4.22.10 Construction Signs is incorrect. The provision referenced should be 4.22.3 Signs Prohibited in All Zones not Subsection 4.21.3 which does not exist.

It is recommended the subsection referenced in Subsection 4.22.10 Construction should be changed to Subsection 4.22.3.

#### Irregular and Flag Lots

The provisions found in Subsection 4.9 only apply to flag lots and not irregular shaped lots. For this reason, 'irregular' should be removed from the title of the Subsection.

It is recommended Subsection 4.9 be titled Flag Lots.

### **Chapter 5 Residential Zones and Chapter 6 Commercial**

#### Zone Standards: General

There are several zones where the numbering sequence is incorrect in the zone standards tables. In addition, several zone standard tables do not include a rear yard setback. To improve clarity, the term setback should be added to zone standards provisions for minimum front yard, minimum side yard, minimum rear yard, and minimum flankage yard.

It is recommended that all Zone Standards tables include a rear yard setback, be in proper numerical order, and include the term setback when referring to yard requirements.

#### Zone Standards: Residential Side Yard Setback

The previous LUB required a side yard setback of 4ft (1.22m). Under the current LUB, the side yard requirement in most residential zones is 1.5 m (5ft). Members of the surveying community have indicated this increase in setback is problematic when dealing with existing small urban lots. The previous setback requirement was effective; therefore, reducing the current side yard requirement to 1.25m (4.1ft) is acceptable. It was also intended that the side yard setback remain consistent with the previous LUB; therefore, it is reasonable for this requirement to be changed.

It is recommended the side yard setback be amended from 1.5m to 1.25m in applicable Residential Zones.

#### Zone Standards: Commercial Zone Setbacks

In processing permits for many of our commercial zones and in conversation with potential developers, it was determined that many of the setback requirements were high. For those commercial zones where the setback is restrictive, the amendments being recommended are based on the zone standards from the Mixed Use Zone and Downtown Commercial Zone along with zone standards from a jurisdictional review.

It is recommended that zone standards be updated based on the Amending By-law found in Attachment A.

#### Zone Standards: Building Height

In addition to the previously outlined zoned standards above, the maximum height requirement for commercial zones were reviewed. In relation to the amendments to the definitions for height and storey, many of the zones have been amended to include a maximum height outlined in metres as well as in the number of storeys. Including both the height in metres as well as in storeys assists both Development Officers in their administration of the document and the applicants who must comply with these standards. In some instances, the maximum height outlined in a zone did not equal a full storey; therefore, the maximum height needed to be adjusted by a metre or two. With the exception of the General Commercial zone, which applied to many former convenience sites and the Business Park Zone, all of the commercial zones have been amended to have at least a maximum height of 18 metres or 6 storeys which is the maximum height found in the High Density Urban Residential Zone. It is reasonable for the height found in the highest density residential zone to be applied to commercial zones.

It is recommended that zone standards be updated based on the Amending By-law found in Attachment A.

#### Environmental Protection Zone

The subsection referenced in Subsection 9.2.3 Conditions of Uses is incorrect. The provision referenced should be 9.2.2 Conditional Uses not Subsection 9.2.1 Permitted uses. In addition, the yard setback requirements are missing from 9.2.3c) and should be added.

It is recommended the subsection referenced in Subsection 9.2.3 Conditions of Uses should be changed to Subsection 9.2.2.

It is recommended that that yard setback requirements be added to Subsection 9.2.3 c).

#### **Notice of the Public Hearing**

In accordance with the *Municipal Government Act*, notice of these amendments were placed in the March 8<sup>th</sup> and March 15<sup>th</sup> editions of the Cape Breton Post. At the time this report was prepared no written comments were received by the Planning and Development Department.

#### **Recommendation**

I recommend Council approve Amending By-law found in Attachment A of this issue paper.

**Submitted by:**

**Originally Signed By**

**Karen Neville  
Planning and Development Department**

**By-law**  
of the Cape Breton Regional Municipality  
amending the  
**Cape Breton Regional Municipality's**  
**Land Use Bylaw**

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

**THAT:** Chapter 2 Administration, Subsection 2.11.1 Development Permit of the Land Use Bylaw is hereby amended by deleting the term 'lot occupancy' from d) v. and replacing it with 'lot coverage'.

**THAT:** Chapter 3 Definitions of the Land Use Bylaw is hereby amended by deleting Dwelling, Apartment and replacing it with the following:

Dwelling, Apartment means a building containing three or more dwelling units and includes a converted dwelling and unless otherwise permitted by the By-law are connected to municipal water, sanitary and (where available) storm systems.

**THAT:** Chapter 3 Definitions of the Land Use Bylaw is hereby amended by deleting Height and replacing it with the following:

Height means the vertical distance of a building between the finished grade, and;

- the highest point of the roof surface or the parapet, whichever is the greater, of a flat roof;
- the deck line of a mansard roof; or
- the mean level between eaves and ridges or a gabled, hip, gambrel or other type of pitched roof;
- but shall not include any construction used as ornament or for the mechanical operation of the building, a mechanical penthouse, chimney, tower, cupola or steeple.

**THAT:** Chapter 3 Definitions of the Land Use Bylaw is hereby amended by deleting Motor Vehicle Related and replacing it with the following:

Motor Vehicle Related means an establishment which retails, repairs or provides fuel to motor vehicles. Types of motor vehicle related establishments include:

- Motor Vehicle Sales and Rental means an establishment where the primary purpose is the retail sale or rental of automobiles and heavy equipment to the ultimate consumer for final consumption. Motor vehicle repair is an accessory use to the retail use in such establishments.
- Motor Vehicle Repair and Service means an establishment where the primary purpose is the repairing, painting, or washing of motor vehicles. Motor vehicle retail may be an accessory use to the repair business in such establishments. Motor vehicle repair can be

divided into three categories; the repair of the parts of the motor vehicle which are responsible for it to operate, the repair of the external body of the motor vehicle, and the repair of the glass affixed to the body.

- Motor Vehicle Fuel Sales means an establishment where the primary purpose is the sale of fuel for motor vehicles. Motor vehicle repair and general cleaning (e.g. car wash, upholstery cleaning) as well as the retailing of convenience retail items and restaurants may be considered accessory uses to the fuel sales use. As long as the area occupied by the motor vehicle sales and display does not exceed the floor area of the building + the pump island parking area and their approaches from the public street/road, it shall be considered an accessory use to motor vehicle fuel sales.
- Motor Vehicle Cleaning Service means an establishment where the primary purpose is the cleaning of motor vehicles.
- Motor Vehicle Towing Service means an establishment where the primary purpose of which is to tow and impound motor vehicles.

**THAT:** Chapter 3 Definitions of the Land Use Bylaw is hereby amended by deleting Storey and replacing it with the following:

Storey means the space of a building between a floor and a ceiling or between the floor and the roof where more than 90% of the space between the floor and the ceiling or roof is at least 2 metres (6.6 feet) in height. Any portion of a building partly below grade level shall not be deemed a Storey unless its ceiling is at least 2 metres (6.6 feet) in height above finished grade.

- ½ Storey means a storey where the habitable area (i.e. with a height between the floor and the ceiling or roof of at least 2 metres) is equal to at least 50% of the habitable area of the 1st storey. If a storey has at least 90% of the habitable area of the 1st storey, it shall be deemed a full storey.

**THAT:** Chapter 3 Definitions of the Land Use Bylaw is hereby amended by deleting the following:

Dwelling Unit means one or more habitable rooms designed or intended for use by one or more individuals as an independent and separate housekeeping establishment in which separate kitchen and sanitary facilities are provided for the exclusive use of such individual or individuals, with a private entrance from outside the building or from a common hallway or stairway inside the building. For example, a dwelling unit can be a one unit dwelling, one of two dwellings units in a two unit dwelling, or one dwelling unit in an apartment building.

**THAT:** Chapter 4 General Provisions, Subsection 4.1.1 General Provisions of the Land Use By-law is hereby amended by deleting d), c) and d) and replacing them with the following:

b) Shipping containers shall be permitted as an accessory structure to non-residential uses within the Service Area Boundary and all other zones outside of the Service Area Boundary, subject to this Section 4.1.

c) In addition to the provisions of Subsection 4.1, shipping containers shall only be permitted within the Service Area Boundary as an accessory structure to a residential use if the exterior has the same or similar exterior cladding as the main residential building. For clarification paint is not considered exterior cladding.

d) Except as otherwise provided by this By-law, an accessory building or structure shall not be erected, placed, or altered so as to be in the required front or flankage yard setback of a main building or structure.

**THAT:** Chapter 4 General Provisions, Subsection 4.1.2 Total Lot Coverage of the Land Use By-law is hereby amended by adding the following:

c) 28m<sup>2</sup> (300ft<sup>2</sup>) when it is accessory to a recreational vehicle

**THAT:** Chapter 4 General Provisions, Subsection 4.1.5 Height of the Land Use By-law is hereby deleted and replaced with the following:

**a. Residential**

The height of a residential accessory building or structure shall not exceed the height of the main residential building on a lot and in no case shall it exceed 9 metres in height measured from average grade to the highest point of any portion of the roof.

**b. All other zones**

The height of a non-residential accessory building or structure shall not exceed a maximum height of 11 metres. Where abutting a residential zone; accessory buildings over 9 metres will require an additional 1 metre side and rear yard setback for each additional metre in height to a maximum of 5 metres.

**THAT:** Chapter 4 General Provisions, Subsection 4.2. Accessory Dwelling Units of the Land Use By-law is hereby amended by deleting c) and replacing it with the following:

Unless the accessory building existed legally prior to the adoption of the Land Use By-law, an accessory dwelling unit shall be in the rear yard of the main building;

**THAT:** Chapter 4 General Provisions, Subsection 4.14.2 of the Land Use By-law is hereby amended by deleting the title and replacing it with 'Main Buildings'.

**THAT:** Chapter 4 General Provisions, Subsection 4.21 Shared Driveways of the Land Use By-law is hereby amended by deleting b) and adding it with the following:

A shared driveway servicing more than 3 lot parcels shall be comply with the standards for a private road as outlined in the Subdivision By-law;

**THAT:** Chapter 4 General Provisions, Subsection 4.22.10 Construction Signs of the Land Use By-law is hereby amended by deleting a) and adding it with the following:

Notwithstanding Section 4.22.3, nothing in this By-law shall prevent the placement of a sign which identifies the architects, engineers, contractors, or other professional individuals or firms involved with the development occurring on the same lot, or an announcement concerning proposed development on the same lot.

**THAT:** Chapter 4 General Provisions, 4.9 Irregular and Flag Lots of the Land Use By-law is hereby amended by deleting the title Irregular and Flag Lots and replacing it with Flag Lots.

**THAT:** Chapter 5 Residential Zones, Subsection 5.1 One and Two Unit Residential Zone of the Land Use By-law is hereby amended by deleting Subsection 5.1.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Area	500 m <sup>2</sup>
b)	Minimum Lot Frontage	16m
c)	Minimum Lot Depth	30m
d)	Minimum Front Yard Setback	3m
e)	Minimum Side Yard Setback	1.25m
	<i>A nil setback is provided for common walls</i>	
f)	Minimum Rear Yard Setback	1.25 m
g)	Minimum Flankage Yard Setback	1.25m
h)	Maximum Building Height	9m
i)	Maximum Lot Coverage	35%

**THAT:** Chapter 5 Residential Zones, Subsection 5.2 Low Density Urban Residential Zone of the Land Use By-law is hereby amended by deleting Subsection 5.2.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Area	
	All uses except Apartment Dwelling with more than six dwelling units	225 m <sup>2</sup>
	Apartment Dwelling with more than six dwelling units, the greater of	690m <sup>2</sup> or
	<i>For each unit having 3 or more bedrooms</i>	185 m <sup>2</sup>
	<i>For each unit having 2 bedrooms</i>	150 m <sup>2</sup>
	<i>For each bachelor or unit having 1 bedroom</i>	105 m <sup>2</sup>
b)	Minimum Lot Frontage	
	All uses except Apartment Dwelling with more than six dwelling units	9m
	Dwelling, Apartment, with more than six dwelling units	18m
c)	Minimum Lot Depth	30m

d)	Minimum Front Yard Setback	3m
e)	Minimum Side Yard Setback	1.25m
	<i>A nil setback is provided for common walls</i>	
f)	Minimum Rear Yard Setback	1.25m
g)	Minimum Flankage Yard Setback	1.25m
h)	Maximum Building Height	12m or 4 storeys
i)	Maximum Lot Coverage	50%

**THAT:** Chapter 5 Residential Zones, Subsection 5.3 Medium Density Urban Residential Zone of the Land Use By-law is hereby amended by deleting Subsection 5.3.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Area	
	All uses except Apartment Dwelling with more than six dwelling units	225 m <sup>2</sup>
	Apartment Dwelling, with more than six dwelling units, the greater of	540m <sup>2</sup> or
	For each dwelling unit having 3 or more bedrooms	150 m <sup>2</sup>
	For each dwelling unit having 2 or more bedrooms	100 m <sup>2</sup>
	For each Bachelor or dwelling unit having 1 bedroom	75m <sup>2</sup>
b)	Minimum Lot Frontage	
	All uses except Apartment Dwelling with more than six dwelling units	9m
	Apartment Dwelling, with more than six dwelling units	18m
c)	Minimum Lot Depth	30m
d)	Minimum Front Yard Setback	3m
e)	Minimum Side Yard Setback	1.25m
	<i>A nil setback is provided for common walls</i>	
f)	Minimum Rear Yard Setback	1.25m
g)	Minimum Flankage Yard Setback	1.25m
h)	Maximum Building Height	15 m or 5 storeys

i)	Maximum Lot Coverage	60%
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THAT: Chapter 5 Residential Zones, Subsection 5.4 High Density Urban Residential Zone of the Land Use By-law is hereby amended by deleting Subsection 5.4.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Area	
	One Unit	185 m <sup>2</sup>
	Two Unit	185 m <sup>2</sup>
	Townhouse, for each dwelling unit therein	75 m <sup>2</sup>
	Dwelling, Apartment the greater of	300 m <sup>2</sup> or
	For each dwelling unit having 3 or more bedrooms	75 m <sup>2</sup>
	For each dwelling unit having 2 or more bedrooms	55 m <sup>2</sup>
	For each Bachelor or dwelling unit having 1 bedroom	35 m <sup>2</sup>
	Other Uses	185 m <sup>2</sup>
b)	Minimum Lot Frontage	
	One Unit	9m
	Two Unit	9m
	Multiple Unit, four or more units	18m
c)	Minimum Lot Depth	30m
d)	Minimum Front Yard Setback	3m
e)	Minimum Side Yard Setback	1.25m
	<i>A nil setback is provided for common walls</i>	
f)	Minimum Rear Yard Setback	1.25m
g)	Minimum Flankage Yard Setback	1.25m
h)	Minimum Building Height	2 storeys
j)	Maximum Building Height	18m or 6 storeys
j)	Maximum Lot Coverage	70%
k)	Maximum Gross Floor Area	

	Retail	95m <sup>2</sup>
	Use Restaurant	95m <sup>2</sup>

THAT: Chapter 5 Residential Zones, Subsection 5.5 One and Two Unit Rural Residential Zone of the Land Use By-law is hereby amended by deleting Subsection 5.1.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Frontage	16 m
b)	Minimum Lot Depth	30 m
c)	Minimum Front Yard Setback	3 m
d)	Minimum Side Yard Setback	1.25 m
	<i>A nil setback is provided for common walls</i>	
e)	Minimum Rear Yard Setback	1.25 m
f)	Minimum Flankage Yard Setback	1.25 m
g)	Maximum Building Height	9 m
h)	Maximum Lot Coverage	35 %

THAT: Chapter 5 Residential Zones, Subsection 5.6 Mobile-Home Park Zone of the Land Use By-law is hereby amended by deleting Subsection 5.6.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Area	350 m <sup>2</sup>
b)	Minimum Lot Frontage	12 m
c)	Minimum Lot Depth	25 m
d)	Minimum Front Yard Setback	3 m
e)	Minimum Side Yard Setback	2.5 m
f)	Minimum Rear Yard Setback	2.5 m
g)	Minimum Flankage Yard Setback	1.5 m
i)	Maximum Building Height	9 m

THAT: Chapter 5 Residential Zones, Subsection 5.7 Small Community Zone of the Land Use By-law is hereby amended by deleting Subsection 5.7.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Area
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	All uses except Apartment Dwelling with more than six dwelling units	225 m <sup>2</sup>
	Apartment Dwelling with more than six dwelling units, the greater of	690m <sup>2</sup> or
	<i>For each unit having 3 or more bedrooms</i>	185 m <sup>2</sup>
	<i>For each unit having 2 bedrooms</i>	150 m <sup>2</sup>
	<i>For each bachelor or unit having 1 bedroom</i>	105 m <sup>2</sup>
b)	Minimum Lot Frontage	
	All uses except Apartment Dwelling with more than six dwelling units	9m
	Dwelling, Apartment, with more than six dwelling units	18m
c)	Minimum Lot Depth	30m
d)	Minimum Front Yard Setback	3m
e)	Minimum Side Yard Setback	1.25m
	<i>A nil setback is provided for common walls</i>	
f)	Minimum Rear Yard Setback	1.25m
g)	Minimum Flankage Yard Setback	1.25m
k)	Maximum Building Height	11m
l)	Maximum Lot Coverage	50%

**THAT:** Chapter 6 Commercial Zones, Subsection 6.1 Downtown Regional Centre Zone of the Land Use By-law is hereby amended by deleting Subsection 6.1.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Frontage	10m
b)	Minimum Lot Depth	30m
c)	Minimum Front Yard Setback	nil
d)	Maximum Front Yard Setback	3m
e)	Minimum Rear Yard Setback	
	Abutting a Residential Zone	3m
	Other	nil
f)	Minimum Side Yard Setback	

	Abutting a Residential Zone	1.2Sm
	Other	nil
g)	Minimum Flankage Yard Setback	nil
h)	Minimum Building Height	2 storeys
i)	Maximum Building Height	40m or 14 storeys
j)	Minimum Lot Coverage	60 percent
k)	Building Design Standards for the CRC	
	i) All buildings shall have a prominent entrance oriented towards a street	
	ii) Ground floor facades facing a street shall be comprised of a minimum of 50 percent transparent area, excepting residential uses, which shall have a minimum of 25 percent transparent area ( <i>building existing before the date this By-law was enacted excepted</i> );	
	iii) Minimum height of the ground floor storey shall be 4.5 m	
	iv) A building frontage shall incorporate visual articulation when the building frontage exceeds 60 metres in length	

**THAT:** Chapter 6 Commercial Zones, Subsection 6.2 Downtown Commercial Zone of the Land Use By-law is hereby amended by deleting Subsection 6.2.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Frontage	10m
b)	Minimum Lot Depth	30m
c)	Minimum Front Yard Setback	nil
d)	Maximum Front Yard Setback	6m
e)	Minimum Rear Yard Setback	
	Abutting a Residential Zone	3m
	Other	nil
f)	Minimum Side Yard Setback	
	Abutting a Residential Zone	1.2Sm
	Other	nil
g)	Minimum Flankage Yard Setback	nil
h)	Minimum Building Height	2 storeys
i)	Maximum Building Height	24m or 8 storeys

j)	Minimum Lot Coverage	60 percent
	Building Design Standards for the CD Zone	
	i) All buildings shall have a prominent entrance oriented towards a street	
	ii) Ground floor facades facing a street shall be comprised of a minimum of 50 percent transparent area, residential uses excepted.	
	iii) Minimum height of the ground floor storey shall be 4.5m	
	iv) A building frontage shall incorporate visual articulation when the building frontage exceeds 60 metres in length	

**THAT:** Chapter 6 Commercial Zones, Subsection 6.3 Mixed-Use Zone of the Land Use By-law is hereby amended by deleting Subsection 6.3.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Frontage	10m
b)	Minimum Lot Depth	30m
c)	Minimum Front Yard Setback	Nil
d)	Maximum Front Yard Setback	6m
e)	Minimum Rear Yard Setback	
	Abutting a Residential Zone	3m
	Other	nil
f)	Minimum Side Yard Setback	
	Abutting a Residential Zone	1.25m
	Other	nil
g)	Minimum Flankage Yard Setback	nil
h)	Maximum Building Height	18m or 6 storeys
i)	Minimum Lot Coverage	60 %

**THAT:** Chapter 6 Commercial Zones, Subsection 6.4 Regional Commercial Zone of the Land Use By-law is hereby amended by deleting Subsection 6.4.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Frontage	15m
	Residential uses six or less dwelling units	9m
b)	Minimum Lot Depth	30m
c)	Minimum Front Yard Setback	3m

d)	Minimum Side Yard Setback	
	Abutting a Residential zone	3m
	Other	1.25m
e)	Minimum Rear Yard Setback	
	Abutting a Residential Zone	3m
	Other	1.25m
f)	Minimum Flankage Yard Setback	1.25m
g)	Maximum Building Height	21m or 7 storeys
h)	Maximum Lot Coverage	60%

**THAT:** Chapter 6 Commercial Zones, Subsection 6.5 General Commercial Zone of the Land Use By-law is hereby amended by deleting Subsection 6.5.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Frontage	15m
	Residential uses six or less dwelling units	9 m
b)	Minimum Lot Depth	30m
c)	Minimum Front Yard Setback	3m
d)	Minimum Side Yard Setback	1.5m
e)	Minimum Rear Yard Setback	1.5m
f)	Minimum Flankage Yard Setback	1.5m
g)	Maximum Building Height	12m or 4 storeys
h)	Maximum Lot Coverage	60%

**THAT:** Chapter 6 Commercial Zones, Subsection 6.6 Mixed Use Corridor Zone of the Land Use By-law is hereby amended by deleting Subsection 6.6.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Frontage	15m
	Residential uses six or less dwelling units	9 m
b)	Minimum Lot Depth	30m
c)	Minimum Front Yard Setback	3m

d)	Minimum Side Yard Setback	
	Abutting a Residential Zone	3m
	Other	1.25m
e)	Minimum Rear Yard Setback	
	Abutting a Residential Zone	3m
	Other	1.25m
f)	Minimum Flankage Yard Setback	1.25m
g)	Maximum Building Height	18m or 6 storeys
h)	Maximum Lot Coverage	60%

**THAT:** Chapter 6 Commercial Zones, Subsection 6.7 Business Park Zone of the Land Use By-law is hereby amended by deleting Subsection 6.7.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Frontage	15 m
b)	Minimum Lot Depth	30 m
c)	Minimum Front Yard Setback	3 m
d)	Maximum Front Yard Setback	18 m
e)	Minimum Side Yard Setback	
	Abutting a Residential zone	4.5 m
	Other	1.25m
f)	Minimum Rear Yard Setback	
	Abutting a Residential zone	4.5 m
	Other	1.25 m
g)	Minimum Flankage Yard Setback	1.25 m
h)	Maximum Building Height	16 m or 5 storeys
i)	Maximum Lot Coverage	50%

**THAT:** Chapter 7 Industrial Zones, Subsection 7.2.2 Zone Standards of the Land Use By-law is hereby amended by adding the term 'Setback' to d) Minimum Front Yard, e) Minimum Side Yard, f) Minimum Rear Yard, and g) Minimum Flankage Yard.

**THAT:** Chapter 7 Industrial Zones, Subsection 7.2.2 Zone Standards of the Land Use By-law is hereby amended by deleting the term 'Lot Occupancy' and replacing it with 'Lot Coverage'.

**THAT:** Chapter 7 Industrial Zones, Subsection 7.3.2 Zone Standards of the Land Use By-law is hereby amended by adding the term 'Setback' to c) Minimum Front Yard, d) Minimum Side Yard, e) Minimum Rear Yard, and f) Minimum Flankage Yard.

**THAT:** Chapter 7 Industrial Zones, Subsection 7.3.2 Zone Standards of the Land Use By-law is hereby amended by deleting the term 'Lot Occupancy' and replacing it with 'Lot Coverage'.

**THAT:** Chapter 7 Industrial Zones, Subsection 7.4.2 Zone Standards of the Land Use By-law is hereby amended by adding the term 'Setback' to d) Minimum Front Yard, e) Minimum Side Yard, f) Minimum Rear Yard, and g) Minimum Flankage Yard.

**THAT:** Chapter 7 Industrial Zones, Subsection 7.4.2 Zone Standards of the Land Use By-law is hereby amended by deleting the term 'Lot Occupancy' and replacing it with 'Lot Coverage'.

**THAT:** Chapter 8 Community Zones, Subsection 8.1 Major Community Facility Zone of the Land Use By-law is hereby amended by deleting Subsection 8.1.2 Zone Standards and replacing it with the following:

a)	Minimum Lot Area	800 m <sup>2</sup>
b)	Minimum Lot Frontage	20 m
c)	Minimum Lot Depth	30 m
d)	Minimum Front Yard Setback	3 m
e)	Minimum Side Yard Setback	
	Abutting a Residential zone	4.5 m
	Other	1.25m
f)	Minimum Rear Yard Setback	
	Abutting a Residential zone	4.5 m
	Other	1.25 m
g)	Minimum Flankage Yard Setback	1.25 m
i)	Maximum Lot Coverage	50%

**THAT:** Chapter 9 Other Zones, Subsection 9.1 Rural Zone of the Land Use By-law is hereby amended by deleting Subsection 9.1.4 Zone Standards and replacing it with the following:

a)	Minimum Lot Frontage	16 m
b)	Minimum Lot Depth	30 m
c)	Minimum Front Yard Setback	3 m

d)	Minimum Side Yard Setback	1.25 m
	A nil setback is provided for common walls	
e)	Minimum Rear Yard Setback	1.25 m
f)	Minimum Flankage Yard Setback	1.25 m
g)	Maximum Building Height	9 m
h)	Maximum Lot Coverage	30%

**THAT:** Chapter 9 Other Zones, Subsection 9.2.3 Conditional Uses of the Land Use By-law is hereby deleted and replaced with the following:

- a) An Agricultural Use permitted in Subsection 9.2.2 be limited to crop farming, animal grazing and existing agricultural buildings;
- b) Forestry Uses permitted in Subsection 9.2.2 be limited to harvesting and silviculture; and
- c) A Dwelling permitted in Subsection 9.2.2 shall comply with the following standards:
  - i. Minimum Lot Size 20,250 m<sup>2</sup>
  - ii. Minimum Frontage 90 m
  - iii. Minimum Front Yard Setback 3 m
  - iv. Minimum Side Yard Setback 1.25 m (A nil setback is provided for common walls)
  - v. Minimum Rear Yard Setback 1.25 m
  - vi. Minimum Flankage Yard Setback 3 m

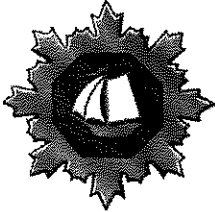
**PASSED AND ADOPTED:** by a majority of the whole Council at a duly called meeting of the Cape Breton Regional Municipal Council held on \_\_\_\_\_.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**

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

\_\_\_\_\_  
 Christa Dicks, CLERK



**Cape Breton Regional Municipality**

**NOTICE**

**By-Laws 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 26, 2024 at 9:30 a.m.**, Council Chambers, 2nd Floor, City Hall, 320 Esplanade, Sydney, NS:

By-Law	Intent
<p><b>Wastewater Discharge By-Law No. W-100</b> Pursuant to the Municipal Government Act</p> <p><b>Area Rate By-law No. A-200</b></p>	<p>The intent of this By-law amendment is to amend the current Wastewater Discharge By-law to include rates for wastewater service and:</p> <ul style="list-style-type: none"> <li>• To allow for cost recovery of wastewater services by a user fee based on usage and include as a separate charge on the water bill.</li> <li>• To approve the proposed schedule of rates</li> <li>• To remove the area rate charges for wastewater services from the tax bill.</li> <li>• To ensure the requirements for connection, use of service, billing, rebates, orders and appeals are clear from an administrative perspective.</li> <li>• Repeal of 3.2, Sewer Fees</li> </ul>

A copy of the proposed By-law can be obtained by contacting the Municipal Clerk's office, 4th Floor, Room 405, City Hall, 320 Esplanade, Sydney, NS, telephone 902-563-5010, or email [clerksoffice@cbrm.ns.ca](mailto:clerksoffice@cbrm.ns.ca)

**Signed: Christa Dicks  
Municipal Clerk  
March 9, 2024**

**Wastewater Discharge By-Law # W-100**

**Motion**

Moved by Councillor Eldon MacDonald, seconded by Councillor MacMullin, to approve for first reading the proposed amendments to the Wastewater Discharge By-Law # W-100 and schedule a Public Hearing for an upcoming meeting of Council.

Discussion:

- Clarification of new structure - user pay system

**Motion Carried**

DRAFT

**CAPE BRETON REGIONAL MUNICIPALITY**

**BY-LAW No. W-100**

**WASTEWATER DISCHARGE BY-LAW**

**RESPECTING DISCHARGE INTO PUBLIC SEWERS AND RATES FOR WASTEWATER SERVICE**

This by-law outlines controls for the discharge of wastewater into the municipal wastewater system and the recovery of costs for wastewater service provided by the municipality.

The objectives of the by-law are to:

- Protect the sewer collection system from corrosion, other damage and obstruction
- Protect the wastewater treatment process from upset
- Protect the public, municipal workers and property from hazardous conditions (such as explosions)
- Assist optimum wastewater system efficiency by preventing uncontaminated water from entering the system
- Protect the environment from contaminants that are not removed by the public treatment process
- Establish charges for wastewater service for persons receiving benefits from the wastewater service

**1. INTERPRETATION**

1(1) In this By-Law:

“accredited laboratory” any laboratory accredited by an authorized accreditation body in accordance with a standard based on “ISO/IEC/EN 17025: General Requirements for Competence for Standardization, as amended. The Canadian Association for Environmental Analytical Laboratories (CAEAL) is such an authorized accreditation body in Canada;

“biomedical waste” including any of the following categories: human anatomical waste, animal waste, untreated microbiological waste, waste sharps and untreated human blood and body fluids to contain viruses and agents listed in “Risk Group 4” as defined in “Laboratory Biosafety Guidelines” published by Health Canada, dated 1996, as amended;

“biochemical oxygen demand” means the quantity of oxygen utilized, expressed in milligrams per liter, in the biochemical oxidation of matter within a 120 hour period at a temperature of 20 degrees centigrade;

“blow down” recirculating water that is discharged from a cooling or heating water system for the purpose of controlling the level of water in the system or for the purpose of discharging from the system materials contained in the system, the further build-up of which would or might impair the operation of the system;

“Chief Administrative Officer” means the chief administrative officer of the municipality;

“chemical oxygen demand” means the quantity of oxygen utilized in the chemical oxidation of organic matter under standard laboratory procedure, expressed in milligrams per liter;

“combined sewer” means a sewer intended to function simultaneously as a storm sewer and a sanitary sewer;

“combustible liquid” means a liquid that has a flash point not less than 37.8 degrees Celsius and not greater than 93.3 degrees Celsius;

“committee” means the committee of the whole for the municipality;

“composite sample” a volume of wastewater, storm water, uncontaminated water or effluent made up of three or more grab samples that have been combined automatically or manually and taken at intervals during the sampling periods;

“cooling water” means water that is used in a process for the purpose of removing heat and that has not, by design, come into contact with any raw material, intermediate product, waste product, or finished product, but does not include blow down water;

## Wastewater Discharge By-law

### No. W-100

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“customer” means a person who arranges to be or is supplied with wastewater service at a specified location or locations in the wastewater service area and can include an owner of property;

“Department of Finance” means the municipal Department of Finance;

“Designated Wastewater Officer” the person appointed by the Municipality, and his or her successors or his or her duly authorized representative;

“discharge” means to discharge, release, permit or cause to be discharged into the municipal wastewater facilities or stormwater system;

“discharger” means the owner, occupant or a person who has charge, management or control of effluent, sewage, stormwater, uncontaminated water or any combination thereof, which is discharged to the municipal wastewater facilities;

“Engineer” means the Municipal Engineer for the Cape Breton Regional Municipality and includes a person acting under the supervision and direction of the Engineer;

“fuel” includes alcohol, gasoline, naphtha, diesel fuel, fuel oil or any other ignitable substance intended for use as a fuel;

“grab sample” a volume of wastewater, storm water, uncontaminated water or effluent of at least 100 milliliters which is collected over a period not exceeding 15 minutes;

“hailed wastewater” waste removed from a wastewater system, includes a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet or a wastewater holding tank;

“hailed industrial wastewater” means any industrial wastewater transported to and deposited into any location in the municipal wastewater facilities;

“leachate” includes any liquid that has percolated through solid waste and has extracted dissolved or suspended materials from it, including the liquid produced from the decomposition of waste materials and liquid that has entered the waste material from external sources including surface drainage, rainfall and groundwater;

“Municipality” means the Cape Breton Regional Municipality;

“owner” means a part owner, joint owner, tenant or joint tenant of the whole or any part of any land or building and includes a trustee, an executor, an administrator, a guardian, an agent, a mortgagee in possession, or any other persons having the care or control of any land or building in case of the absence or disability of the person having title thereto;

“person” includes any individual, firm, property owner, customer or company;

## Wastewater Discharge By-law

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“ph” is a measure of the acidity or alkalinity of a solution;

“pathological waste” includes those fluids or materials which may contain pathogens of human or animal origin;

“pesticides” includes any substance that is a pest control product within the meaning of the “Pest Control Products Act” (Canada) or a fertilizer within the meaning of the “Fertilizers Act” (Canada) that contains a pest control product;

“phenolic compounds” means hydrozyl derivatives of benzene and its condensed nuclei;

“Pollution Prevention Plan or Plan” a detailed plan that identifies operations or activities of an owner or operator of commercial, institutional or industrial premises identifying specific pollution prevention methods to be implemented within a specific time frame;

“Pollution Prevention Plan Summary or Summary” a summary of the pollution prevention plan and a brief summary of an owner’s or operator’s progress towards its pollution prevention goals;

“property” means an assessed parcel of land and land covered by water which has been registered at a Land Registration Office in Nova Scotia;

“quarterly base rate” means the fixed service/customer charge applied to every wastewater bill based on the size of the customer’s water meter. This is a fixed charge regardless of water usage as measured by the water meter;

“sanitary sewer” means a sewer for the collection and transmission of domestic or industrial wastewater or any combination thereof and to which storm, surface or groundwater are not intentionally admitted;

“septage” means all matter (liquids and solids) that is pumped out of septic tanks and holding tanks;

“service delivery policy” means the municipal Fee For Service Delivery Procedure Policy;

“sewage” means the combination of liquid and water carried wastes from buildings, containing animal, vegetable or mineral matter in suspension or solution, together with such groundwater, surface water or stormwater as might be present;

“sewer” means a pipe or conduit for carrying sewage, groundwater, stormwater or surface runoff, and includes all sewer drains, storm sewers, clearwater sewers, storm drains and combined sewers vested in, or under the control of the Municipality;

“solvent extractable matter” includes grease or oils from animal, vegetable, mineral or synthetic sources;

## Wastewater Discharge By-law

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“spill” means a direct or indirect discharge into the wastewater works, storm sewer or the natural environment which is abnormal in quantity or quality in light of all the circumstance of the discharge;

“Standard Methods” means the procedure or method set out in Standard Methods for the Examination of Water and Wastewater published jointly by the American Public Health Association, American Water Works Association and the Water Environment Federation, latest edition;

“storm sewer” a sewer for the collection and transmission of uncontaminated water, storm water, drainage from land or from a watercourse or any combination thereof;

“storm water” means water from rainfall, other natural precipitation, drainage or from the melting of snow or ice;

“stormwater system” means a method or means of carrying stormwater including, but not limited to, those ditches, swales, sewers retention pond, streets or roads that are owned by the Municipality;

“suspended solids” means the insoluble matter suspended in wastewater that is separable by laboratory filtration;

“total Kjeldahl nitrogen” means organic nitrogen;

“Total PAHs” the total of all the following polycyclic aromatic hydrocarbons : anthracene, benzo(a)pyrene, benzo(a)anthracene, benzo(e)pyrene, benzo(b)fluorathene, benzo(j)fluorathene, benzo(k)fluorantnene, benzo(g,h,i)perelene, chrysene, dibenzo(a)anthrcene, dibenzo(ai)pyrene, dibenzo(a,j)acridine, 7Hdibenzo(c,g)carbazole, dinitropyrene, fluoranthene, indeno(1,2,3-c,d)pyrene, perylene, phenanthrene, and pyrene;

“Toxic Substance” any substance defined as toxic under the *Canadian Environmental Protection Act 1999*, as amended from time to time and within the meaning of any Provincial Statute or Regulation as appropriate for the Cape Breton Regional Municipality as amended from time to time;

“uncontaminated water” means potable water or any other water to which no matter has been added as a consequence of its use;

“user” means the owner or occupant of a property which is serviced by, connected to, or makes use of the wastewater system;

“waste” means any material discharged into wastewater facilities;

“waste radioactive substances” includes uranium, thorium, plutonium, neptunium, deuterium, their respective derivatives and compounds and such other substances as the atomic Energy Control Board may designate as being capable of releasing ionizing radiation;

## Wastewater Discharge By-law

### No. W-100

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“wastewater” means the composite of water and water-carried wastes from residential, commercial, industrial or institutional premises or any other source;

“wastewater charge” means the charge imposed upon customers connected to the wastewater system and consists of the quarterly base rate and the wastewater discharge rate as defined herein;

“wastewater discharge rate” means the volumetric rate (dollars per cubic meter) based on the water consumption of the customer as measured by the water meter. This is a variable charge based on water usage as measured by the water meter;

“wastewater facilities” means the structures, pipes, equipment, processes or other things used, or intended, for the collection, transportation, pumping or treatment of sewage and disposal of the effluent;

“wastewater service area” means the area within the Municipality serviced by the wastewater system as described in the service delivery policy;

“wastewater system” means the structures, pipes, devices, equipment, processes and related equipment used, or intended to be used, for the collection, transportation, pumping or treatment of wastewater and disposal of effluent, which are vested in or under control of the Municipality;

“wastewater treatment facility” means any structure or thing used for the physical, chemical, biological or radiological treatment of wastewater, and includes sludge treatment, wastewater sludge and disposal facilities;

## 2. CONNECTIONS

- 2(1) Every building on a property located within the wastewater service area existing at the time of the passage of the amendment of this by-law which is not connected to the wastewater system may connect to the wastewater system.
- 2(2) All new buildings located on a property in the wastewater service area shall connect to the wastewater system.
- 2(3) In the event that a person or owner of a building described in section 2(1) and 2(2) above makes a request to connect to the wastewater system, an application for connection shall be filed in accordance with the service delivery policy.
- 2(4) No connection to the wastewater system shall be made until the application for connection has been approved by the Municipality. In the event that the connection is for a new building, no building permit shall be issued until such time as the application for connection has been approved by the Municipality.

## Wastewater Discharge By-law

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- 2(5) For purposes of this by-law, a sewer is installed when the Engineer has inspected and certified that the sewer is substantially complete.
- 2(6) The Municipality reserves the right to refuse any application for connection to the wastewater system if the wastewater system or any portion thereof is at capacity or where any and all excess capacity has otherwise been allocated within the wastewater service area. The determination of excess capacity shall be subject to such policy as council may establish from time to time or as determined by the Engineer.
- 2(7) Every person or customer who connects to the wastewater system shall comply with the service delivery policy.

### 3. SANITARY SEWER REQUIREMENTS

- 3(1) No person shall release or permit the release of any matter into the sanitary sewer system except:
  - (a) Domestic wastewater that complies with the requirements of this bylaw;
  - (b) Industrial/commercial/institutional wastewater that complies with the requirements of the bylaw;
  - (c) Hauled wastewater, including septage, that complies with the requirements of this bylaw;
  - (d) Over strength matter, storm water, clear water waste, sub-surface water or other matter where a permit to discharge has been issued by the Designated Wastewater Officer.
- 3(2) No person shall discharge into the wastewater facilities, sewage or wastewater which causes or may cause or results or may result in:
  - (a) A health or safety hazard;
  - (b) Obstructions or restrictions to the flow in the wastewater facilities;
  - (c) An offensive odour to emanate from wastewater facilities, and without limiting the generality of the foregoing, sewage containing hydrogen sulphide, mercaptans, carbon disulphide, other reduced sulphur compounds, amines, or ammonia in such quantity that may cause an offensive odour;
  - (d) Damage to wastewater facilities;
  - (e) Interference with the operation and maintenance of wastewater works, or which may impair or interfere with any wastewater treatment process;

## Wastewater Discharge By-law

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- (f) A restriction of the beneficial use of sludge from the Municipality's wastewater facilities or cause the sludge to be in violation of any Provincial or Federal Acts or Regulations;
  - (g) Effluent from municipal wastewater facilities to be in violation of any Provincial or Federal Acts or Regulations.
- 3(3) No person shall discharge, into wastewater facilities, sewage or wastewater containing any one or more of the following:
- (a) Combustible liquid;
  - (b) A pH less than 6.0 or greater than 11.5;
  - (c) Two or more separate liquid layers;
  - (d) A temperature greater than 60 degrees Celsius.
- 3(4) No person shall discharge, into wastewater facilities, sewage or wastewater containing one or more of the following:
- (a) combustible liquid;
  - (b) fuel;
  - (c) hauled sewage, hauled wastewater or leachate, except where written permission from the Municipality has been obtained;
  - (d) ignitable waste including but not limited to, flammable liquids, solids, and/or gases, capable of causing or contributing to explosion or supporting combustion in wastewater facilities;
  - (e) biomedical waste;
  - (f) solid or viscous substances in quantities or of such size to be capable of causing obstruction to the flow in a sewer
  - (g) detergents, surface-active agents or other substances that may cause excessive foaming in the wastewater facilities;
  - (h) dyes or colouring materials which pass through wastewater facilities and discolour the wastewater facility or effluent;
  - (i) pathological waste in any quantity;
  - (j) material containing polychlorinated biphenyls (PCBs);

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- (k) pesticides;
- (l) reactive materials;
- (m) radioactive substances;
- (n) leachate, except where the discharger has written permission from the Municipality.

3(5) No person shall discharge, into wastewater facilities, sewage or wastewater containing a concentration in excess of any of the limits set out in Table 1:

Table 1

Concentration Limits – Wastewater Facilities
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(A) Conventional Contaminants and Physical Parameters

Substance	Total Concentration Limit (mg / L)
Biochemical Oxygen Demand	300
Oil and grease – animal and vegetable	85
Oil and grease – mineral and synthetic	15
Suspended solids ,Total	300
ph	6.0 – 11.5 ( unitless )
Temperature	60 degrees ( Celsius )
Chemical oxygen demand	1000

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### (B) Organic contaminants

Substance	Total Concentration Limit ( mg / L )
Benzene	0.01
Chloroform	0.04
Dichlorobenzene (1,2)	0.088
Dichlorobenzene (1, 4)	0.09
Cis-1,2-dichloroethylene	4.0
Trans-1 ,3, - dichloropropylene	0.15
Ethylbenzene	0.057
Hexachlorobenzene	0.055
Methylene chloride (dichloromethane)	0.0981
PCBs (chlorobiphenyls )	0.004
Phenols , Total (or phenolic compounds)	1
Tetrachloroethane (1,1,2,2-)	0.04
Tetrachloroethylene	0.05
Toluene	0.08
Trichloroethylene	0.054
Xylenes, Total	0.32
o-xylene	0.5

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(C) Inorganic Contaminants

Substance	Total concentration Limits ( mg / L )
Aluminum, Total	50
Ammonia	24
Antimony, Total	5
Arsenic, Total	0.1
Barium, Total	5
Beryllium, Total	5
Bismuth, Total	5
Cadmium, Total	0.2
Chloride	1500
Chromium, Total	0.37
Cobalt, Total	5
Copper, Total	1
Cyanide, Total	1.0
Fluoride	10
Iron, Total	50
Lead, Total	0.1
Manganese, Total	5
Methylene Chloride	0.2
Mercury	0.1
Molybdenum, Total	5

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Substance	Total concentration Limits ( mg / L )
Nickel, Total	0.55
Nitrogen Total Kjeldahl	70
Phosphorus, Total	10
Selenium, Total	0.82
Silver, Total	0.29
Sulphates (as SO <sub>4</sub> )	1500
Sulphide (as H <sub>2</sub> S)	0.3
Tin, Total	5
Titanium, Total	5
Vanadium, Total	5

\* A reference to "Total" in the tables denotes total concentrations of all forms of the metal and ion including both particulate and dissolved species.

3(6) No person shall discharge into wastewater facilities sewage or wastewater under circumstances where water has been added for the purpose of dilution to achieve compliance with Sections 3 and 4.

3(7) No person shall discharge cooling water or uncontaminated water to wastewater facilities unless the discharge has been permitted by the Municipality.

#### 4. DISCHARGE TO STORMWATER SYSTEM

4(1) No person shall discharge or deposit or cause or permit the discharge or deposit of matter of any type into a storm sewer, watercourse, municipal or private sewer connection to any storm sewer which may or could:

- (a) Interfere with proper operation of a storm sewer.
- (b) Obstruct or restrict a storm sewer or the flow therein.
- (c) Damage a storm sewer.

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- (d) Result in any hazard or other adverse impact to any person, animal property or vegetation.
  - (e) Contravene or result in the contravention of approved discharge quality or quantity with respect to the storm sewer, its discharge, or both the sewer and its discharge.
- 4(2) No person shall discharge or deposit or cause or permit the discharge or deposit of matter of any type into a storm sewer, watercourse, municipal or private sewer connection to any storm sewer which may or could have one or more of the following characteristics:
- (a) Visible film, sheen or discoloration.
  - (b) Two or more separate layers.
  - (c) A ph less than 6.0 or greater than 9.5.
  - (d) A temperature greater than 40 degrees Celsius.
- 4(3) No person shall discharge or deposit or cause or permit the discharge or deposit of matter of any type into a storm sewer, watercourse, municipal or private sewer connection to any storm sewer that contains one or more of the following:
- (a) Hazardous substances.
  - (b) Blowdown water.
  - (c) Combustible liquids.
  - (d) Floating debris.
  - (e) Fuel.
  - (f) Hauled wastewater.
  - (g) Hauled waste.
  - (h) Ignitable waste.
  - (i) Pathological waste.
  - (j) PCB's.
  - (k) Pesticides.

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- (l) Reactive waste.
  - (m) Toxic substances.
  - (n) Raw Wastewater.
  - (o) Treated Wastewater.
  - (p) Waste radioactive prescribed substances.
  - (q) A substance from raw materials, intermediate or final product, used or produced in, through or from an industrial process.
  - (r) A substance used in the operation or maintenance of an industrial site.
  - (s) E. coli colonies in excess of 200 per 100 mL.
- 4(4) No person shall discharge or deposit or cause or permit the discharge or deposit of matter of any type into a storm sewer, watercourse, municipal or private sewer connection to any storm sewer containing a concentration, expressed in milligrams per liter, in excess of any one or more of the limits in Table 2 of this By-law.

**Table 2 –Concentration Limits for Stormwater System Discharge**

Substance	Milligrams per liter mg / L)
Arsenic	0.1
B.E.T.X. (benzene, ethyl benzene, toluene, xylene)	0.02
Biochemical Oxygen Demand (BOD )	15
Cadmium	0.015
Carbon tetrachloride	0.02
Chromium	0.02
Copper	0.03
Fluoride	1.5
Lead	0.05

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Substance	Milligrams per liter mg / L)
Mercury	0.001
Oil and Grease	15
Phosphorus	0.5
Selenium	0.01
Silver	0.001
Suspended Solids	15
Thallium	0.01
Trichloroethylene	0.02
Zinc	0.30
Cyanide	0.05

- 4(5) Property owners must ensure that appropriate and necessary practices are undertaken to prevent prohibited discharges described in Section 4 and to prevent discharge of suspended solids (total) in excess of 15 milligrams per liter (mg/L) as a result of activities on their property, including:
- (a) Construction activities that may result in erosion or sediment runoff from the property.
  - (b) Outside storage activities that may result in mobilization of stored materials as a result of rain or runoff from the property, including sand and granular material storage.

### 5. PROHIBITION OF DILUTION

- 5(1) No person shall discharge directly or indirectly or permit the discharge or deposit of wastewater into a sanitary sewer, combined sewer, storm sewer, where water has been added to the discharge for the purposes of dilution to achieve compliance with concentration limits as set out in Table 1 and Table 2 of this bylaw.

**6. FOOD RELATED GREASE INTERCEPTORS**

- 6(1) Every owner or operator of a restaurant or other industrial, commercial, or institutional premises where food is cooked, processed, or prepared, which premises is connected directly or indirectly to a sewer, shall take all necessary measures to ensure that oil and grease are prevented from entering the storm or sanitary sewer.
- 6(2) The owner or operator of a premises as set out in this Section shall install, operate, and properly maintain an oil and grease interceptor in any piping system at its premises that connects directly or indirectly to a sewer. The oil and grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code. The installation of the oil and grease interceptor shall meet the requirements of the Canadian Standards Association National Standard CAN/CSA B-481.
- 6(3) All interceptors shall be maintained according to the manufacturer's recommendations. The testing, maintenance and performance of the interceptor shall meet the requirements of CAN/CSA B-481.
- 6(4) A maintenance schedule and record of maintenance shall be submitted to the Designated Wastewater Officer annually for each interceptor installed.
- 6(5) The owner or operator of the restaurant or other industrial, commercial or industrial premises where food is cooked, processed or prepared, shall, for five years, keep the document of proof for interceptor clean-out and oil and grease disposal.

**7. GREASE, OIL, SEDIMENT, SAND TRAPS OR INTERCEPTORS**

- 7(1) Every owner or operator of a motor vehicle service station, repair shop or garage or of an industrial, commercial or institutional premises or any other establishment where motor vehicles are repaired, lubricated or maintained and where the sanitary discharge is directly or indirectly connected to a sewer shall install an oil and grease interceptor designed to prevent motor oil and lubricating grease from passing into the drainage piping which is connected directly or indirectly to a sewer.
- 7(2) Every owner or operator of a premises from which sediment may directly or indirectly enter a sewer, including but not limited to premises using a ramp drain or area drain and car and vehicle wash establishments, shall take all necessary measures to ensure that sediment is prevented from entering the drain or sewer.
- 7(3) Catch basins installed on private property for the purposes of collecting storm water and carrying it into the storm sewers shall be equipped with Goss Traps (i.e. inverted elbow pipes) or an equivalent and the installation of these catch basins on private property shall comply with Nova Scotia Municipal Standards Specifications.

**8. DENTAL WASTE AMALGAM SEPARATOR**

- 8(1) Every owner or operator of a premises from which dental amalgam may be discharged, which waste may directly or indirectly enter a sewer, shall install, operate and properly maintain dental amalgam separator(s) with at least 95% efficiency in amalgam weight and certified ISO 11143- "Dental Equipment: Amalgam Separators", in any piping system at its premises that connects directly or indirectly to a sewer, except where the sole dental-related practice at the premises consists of one or more of the following specialties or type of practice:
- (a) orthodontics and dentofacial orthopedics;
  - (b) oral and maxillofacial surgery;
  - (c) oral medicine and pathology;
  - (d) periodontics; and
  - (e) A dental practice consisting solely of visits by a mobile dental practitioner who prevents any dental amalgam from being released directly or indirectly to the wastewater works.
- 8(2) Notwithstanding Subsection 8(1), any person operating a business from which dental waste amalgam is or will be discharged directly or indirectly to a sewer, shall install, operate and properly maintain dental waste amalgam separator(s) in any piping system which is connected directly or indirectly to a sewer.
- 8(3) All dental waste amalgam separators shall be maintained in good working order and according to the manufacturer's recommendations.
- 8(4) A maintenance schedule and record of maintenance shall be submitted to the Designated Wastewater Officer for each dental amalgam separator installed upon request.
- 8(5) The operator of a dental clinic shall, for five years, keep the documents covering amalgam shipments as per regulations respecting transportation of hazardous material.

**9. MAINTENANCE AND INSPECTION**

- 9(1) All oil and grease interceptors, sediment interceptors and catch basins shall be maintained in good working order and according to any manufacturer's recommendations and shall be tested regularly to ensure performance is maintained.
- 9(2) No retained or trapped oil, grease, sediment, sand, silt or other matter in any form shall be allowed to pass from the installed trap or interceptor into the wastewater

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facilities: instead, removal of retained or trapped materials shall be achieved by pumping or other physical means and shall be hauled away and disposed of as required by law.

- 9(3) Traps or interceptors shall be installed such that they are easily accessible for all aspects of cleaning and inspection and shall be maintained in a condition of continuous efficient operation at the owner's expense.
- 9(4) Whenever an inspection of an installed trap or interceptor results in a written notice for action on the part of the person(s) responsible for the installed device, such action shall be completed within the compliance period granted by the written notice.
- 9(5) The owner or operator of an establishment shall provide the Designated Wastewater Officer, upon request, with the maintenance schedule and record of maintenance of each installed grease, oil, sediment and sand traps or interceptors as well as information as to the disposal method employed and location of hauled waste material.
- 9(6) Any reasonable request for an inspection by the Municipality shall be granted by the owner or operator of the establishment.
- 9(7) A maintenance schedule and record of maintenance shall be submitted to the Designated Wastewater Officer annually for each oil, grease, and sediment interceptor.
- 9(8) The owner or operator of a premises shall, for 5 years, keep the document as proof for proper maintenance and disposal of waste.

## 10. SPILLS

- 10(1) In the event of a spill to a wastewater works, the person responsible or the person having the charge, management and control of the spill shall immediately notify the Municipality and provide any information with regard to the spill that is requested.
- 10(2) The person shall provide a detailed report on the spill to the Municipality, within five working days after the spill, containing the following information to the best of his or her knowledge:
  - Location where spill occurred.
  - Name and telephone number of the person who reported the spill and location and time where they can be contacted.
  - Date and time of spill.
  - Material spilled.

- Characteristics of material spilled.
- Volume of material spilled.
- Duration of spill event.
- Work completed and any work still in progress in the mitigation of the spill.
- Preventive actions being taken to ensure a similar spill does not occur again.

10(3) The person responsible for the spill and the person having the charge, management and control of the spill shall do everything reasonably possible to contain the spill, protect the health and safety of citizens, minimize damage to property, protect the environment, clean up the spill and contaminated residue and restore the affected area to its condition prior to the spill.

10(4) The person responsible for the spill and the person having the charge, management and control of the spill shall also notify other government agencies, including federal and provincial as required and appropriate for the material and circumstances of the spill.

## 11. MAINTENANCE ACCESS POINTS

11(1) The owner or operator of commercial, institutional or industrial premises or multi-storey residential buildings with one or more connections to a wastewater works shall install and maintain in good repair in each connection a suitable maintenance access point to allow observation, sampling and flow measurement of the wastewater, uncontaminated water or storm water therein, provided that, where installation of a maintenance access point is not possible, an alternative device or facility may be substituted with the prior written approval of the Designated Wastewater Officer.

11(2) A control service access required shall be:

- (a) located on the property of the discharger unless the Municipality permits an alternative location.
- (b) constructed and maintained at the expense of the discharger.
- (c) accessible at all times by the Municipality.
- (d) constructed in a manner which meets the standards of the Municipality.
- (e) maintained to ensure access and structural integrity.

## 12. GARBAGE GRINDING DEVICES

12(1) No person shall install or operate within the Municipality any garbage grinding devices for domestic purposes, the effluent from which will discharge directly or indirectly into a sanitary combined or storm sewer.

12(2) In the case of industrial, commercial, or institutional properties where garbage grinding devices are installed in accordance with the Building Code, the effluent from such garbage grinding devices must comply with Section 3 and 4 of this bylaw.

### 13. EXTRA STRENGTH AND VOLUME SURCHARGE AGREEMENT

13(1) Where large volumes of sewage, extra strength sewage or wastewater is discharged to wastewater facilities, the Municipality may enter into a surcharge agreement with a discharger permitting exceedances of the limits set out in subsection 3(5), including, but not limited to, any one or more of the following:

- (a) biochemical oxygen demand.
- (b) solvent extractables – animal or vegetable in origin.
- (c) total kjeldahl nitrogen.
- (d) phosphorus, total.
- (e) suspended solids, total.
- (f) large volumes.

13(2) The agreement may include terms and conditions under which the discharge permitted and the method by which the Municipality shall recover costs incurred by the pumping and treatment of wastewater.

13(3) During the term of the agreement, the discharger shall be exempt from meeting the limits set out in subsection 3(5) for the parameter(s) included in the agreement, if all conditions stipulated in the agreement are met.

13(4) Notwithstanding subsection 13(1), where a discharger has entered into an extra strength surcharge or large volume agreement, any anticipated change in the information provided pursuant to this section must be submitted to the Municipality prior to the change to allow an assessment of the impact of the change on the agreement.

13(5) The Municipality may terminate the agreement at any time and the termination shall be effective within 30 days of delivery of a written notice to the discharger's site or head office.

**14. DISCHARGER SELF MONITORING**

- 14(1) The discharger shall undertake the monitoring or sampling of any discharge to the wastewater facilities as may be required by the Engineer and provide the results in accordance with written notice from the Engineer.
- 14(2) The obligations set out in or arising out of subsection 14(1) shall be completed at the expense of the discharger.

**15. COMPLIANCE AGREEMENT**

- 15(1) Where the discharger, at the coming into force of this by-law, is out of compliance with one or more conditions in Section 3, the Municipality may enter into a compliance agreement with the discharger to provide a plan for achieving compliance with the by-law within a specified time.
- 15(2) The agreement shall:
- (a) be for a fixed term.
  - (b) contain reporting requirements to the Designated Wastewater Officer on significant stages in the process towards compliance as determined by the Municipality.
  - (c) include a maximum interim limit for the parameter or parameters covered by the agreement.
- 15(3) During the term of the compliance agreement, the discharger shall be exempt from those parts of Section 3 specified in the compliance agreement provided that all of the conditions of the agreement are met by the discharger prior to the expiry of the agreement.
- 15(4) The Municipality may terminate any approved compliance agreement entered into pursuant to Section 15 by written notice at any time in the event the discharger fails or neglects to carry out or diligently pursue the activities required of it under its approved compliance program.

**16. SAMPLING AND ANALYTICAL REQUIREMENTS**

- 16(1) Where the Engineer determines that monitoring of any discharge to the wastewater facilities is required, the owner or operator of industrial commercial or institutional premises may be required to monitor, analyze, and report to the Engineer the results of the monitoring program at the owner's expense.
- 16(2) The Engineer may specify specific time periods for collection of samples and analytical requirements based on practices of the business, as required.

- 16(3) The Engineer or his designate may from time to time enter any premises and conduct such tests as deemed necessary.
- 16(4) All tests, measurements, analyses, and sample handling shall be carried out in accordance with "Standard Methods "by an Accredited Laboratory certified by the Canadian Association of Environmental Laboratories.

#### 17. REPORTING REQUIREMENTS

- 17(1) No industry, commercial or institutional discharger shall discharge sewage, wastewater, cooling water, uncontaminated water, or any combination thereof, to wastewater facilities without first submitting to the Engineer of the Municipality the following reports:
- (a) the "Short Version of the Discharger Information report" attached as Form 1 and
  - (b) the "Complete Discharger Information Report" attached as Form 2 where, in the opinion of the Engineer, the discharger may have a significant impact on the wastewater facilities, and the Municipality has notified the discharger that the completion of the report is required; or where the discharger has or requires an extra strength or large volume surcharge agreement with the Municipality.

#### 18. POLLUTION PREVENTION PLANNING

- 18(1) Every Industry which discharges any amount of a subject pollutant identified in TABLE 1 of this bylaw shall prepare a Pollution Prevention Plan and submit to the Municipality a Plan Summary with respect to the premises from which the discharge occurs, unless such Industry continually meets the requirements of this bylaw.
- 18(2) Summaries submitted to the Municipality shall be approved by the Municipality unless the Municipality determines that the Pollution Prevention Plan Summary or combined Pollution Prevention Plan and Pollution Prevention Plan summary does not comply with the requirements of this article.
- 18(3) Each Pollution Prevention Plan shall include the following:
- (a) A description of the process at the premises which use or produce subject pollutants.
  - (b) A description of those processes at the premises which are to be the subject of the pollution prevention planning.
  - (c) A list of the subject pollutants present at the premises at any stage of the operations of the premises.

- (d) A description setting out types, quantities and concentrations of all subject pollutants discharged, directly or indirectly, to a sewer.
  - (e) A description of current waste reduction, recycling, waste treatment and pollution prevention activities with respect to sewer discharges at the premises.
  - (f) A description of pollution prevention options for subject pollutants and sewer discharge and an evaluation of those options.
  - (g) A list of possible targets and timeframes acceptable to the Municipality to reduce or eliminate the discharge of subject pollutants to Municipal wastewater collection systems.
  - (h) A declaration from an authorized person that the content of the plan is, to the best of that person's knowledge, true, accurate and complete.
- 18(4) Any subject sector Industry and any Industry discharging any amount of a subject pollutant shall have one year from the date of notification from the Municipality to prepare and submit a Pollution Prevention Plan and prepare a Pollution Prevention Plan Summary or combined Pollution Prevention Plan and Pollution Plan Summary to the Municipality.
- 18(5) The Municipality will have 90 days to review submitted Pollution Prevention Plan(s) and Pollution Plan Summary(s) and in the event the Industry is not sent written notice from the Municipality, the submitted Plan(s) and Summary(s) shall be deemed to have been approved by the Municipality.
- 18(6) Where an Industry receives notice from the Municipality that it's submitted Plan or Plan Summary has not been approved, the Industry will have 90 days to amend and resubmit it's Plan and or Plan Summary to the Municipality for approval in accordance with this section.
- 18(7) In the event that a Pollution Prevention Plan resubmitted to the Municipality in accordance with subsection 18(6) continues to fail to comply with the requirements of this bylaw , the Municipality shall so notify the Industry, and the Industry shall be in contravention of subsection 18(1) and shall continue to be in contravention of this article until such time as the Municipality approves of an amended Pollution Prevention Plan resubmitted by the Industry , in accordance with this article .
- 18(8) Every subject sector Industry and every Industry discharging a subject pollutant shall submit a revised Pollution Prevention Plan Summary for approval of the Municipality at least once every two years from the date which the original plan was required to be submitted. Such revised and updated Plan(s) and Summary(s) or combined Plan and Summary shall, in addition to the requirements otherwise set out in this article, detail and evaluate the progress of the Industry to accomplish the objectives set out in its

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Pollution Prevention Plan and the Industry's ability to accomplish those pollution prevention objectives.

- 18(9) Where a subject sector Industry makes changes to the process(es), product(s) or facility configuration that will result in changes to the Pollution Prevention Plan, a revised or updated Plan must be prepared, and a Summary shall be prepared and submitted for the Municipality's approval within two calendar months of the change(s).
- 18(10) The Municipality may designate any class of business or activity as a subject sector Industry and may designate a date with respect to which any subject sector shall be required to submit to the Municipality a Pollution Prevention Plan and a Pollution Prevention Plan Summary or combined Plan and Summary
- 18(11) The Municipality may designate any matter as a subject pollutant and may designate a date with respect to which any industry discharging such subject pollutant shall be required to submit to the Municipality a Pollution Prevention Plan and a Pollution Prevention Plan Summary or combined Plan and Summary.
- 18(12) A copy of the Pollution Prevention Plan and Pollution Prevention Plan Summary or combined Plan and Summary shall be kept at all times at the premises in respect to which it was prepared and shall be available for inspection by the Municipality at any time.
- 18(13) Implementation of the Pollution Prevention Plan shall be initiated within the time period specified of the Plan Summary approval by the Municipality.

## 19. WASTEWATER RATES

- 19(1) The wastewater charge applies to buildings or properties connected to the wastewater system.
- 19(2) A customer associated with a building or property that is connected to the wastewater system shall pay the wastewater charge in accordance with the schedule of rates attached as Schedule A.
- 19(3) The wastewater charge shall include the quarterly base rate and the wastewater discharge rate as set forth in the schedule of rates attached as Schedule A.
- 19(4) The Department of Finance and/or designate shall calculate the wastewater charge in accordance with the quarterly base rate and the wastewater discharge rate set forth in the schedule of rates attached as Schedule A.
- 19(5) The Municipality shall calculate and collect the wastewater charge as follows:

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- (a) The wastewater charge shall be included as a line item on the customer's municipal water bill. All bills are due and payable in the same manner as bills issued by the municipal water utility.
- (b) A user of the wastewater system who is not a user of the water utility shall pay a wastewater charge based on the estimated water usage charged to a similar class of user of the municipal water system.
- (c) For customers without municipal water service, the wastewater charge will commence upon connection to the wastewater system.
- (d) The wastewater charge is a lien on the property subject to the wastewater charge in the same manner and with the same effect as rates and taxes under the Assessment Act.
- (e) The wastewater charge and penalties are recoverable by the Municipality in the same manner as other municipal rates and taxes.
- (f) Property is liable to be sold for unpaid wastewater charges in the same manner as and with the same effect as for unpaid rates and taxes pursuant to the Assessment Act.

### 20. WASTEWATER REBATE

- 20(1) A customer who uses more than 1,000 cubic meters of water in a one-year period is eligible for a wastewater rebate on demonstrating to the satisfaction of the Engineer that the volume of wastewater discharged by the customer into the wastewater system is less than the volume of water used by the customer.
- 20(2) Upon application for a rebate referred to in subsection 20(1) being made by a customer to the Engineer, a rebate of the wastewater discharge portion of the customer's bill attributable to the difference between the amount of the water used and the amount of wastewater discharged to the wastewater system shall be paid to the customer.
- 20(3) The rebate referred to in subsection 20(1) does not apply to the wastewater discharge base rate nor to any metered water supply leakage.
- 20(4) Application for a rebate under subsection 20(1) shall be made annually by a customer to the Municipality, together with such documentation required by the Engineer in support of such application for rebate, such application to be submitted to the Municipality no later than 6 months after the year in respect of which the application for rebate is made.

**21. LIABILITY FOR PAYMENT OF SERVICE**

- 21(1) Any person who applies to the Municipality for wastewater service is deemed to agree to take and pay for such service according to the rates and charges set forth in this by-law.
- 21(2) Any person who receives wastewater service, whether metered or unmetered, without the consent of the Municipality, shall be liable for the cost of such service as determined in the sole discretion of the of the Municipality based upon its reasonable estimate of the amount of service utilized.
- 21(3) Where service is supplied to a condominium unit, the condominium corporation in which the unit is situated shall be deemed to be the customer of record and shall be liable for payment of service to the condominium unit, except where the Municipality determines an alternate arrangement to be appropriate.
- 21(4) The Municipality may, in its sole discretion, require a property owner who rents or leases a property, or a self-contained unit within such property, to open an account with the Municipality for service to such property or self-contained unit.

**22. AUTHORITY OF DESIGNATED WASTEWATER OFFICER TO INVESTIGATE**

- 22(1) The Designated Wastewater Officer has the authority to carry out any investigation reasonably required to ensure compliance with this by-law, including but not limited to:
- (a) Inspecting, observing, sampling and measuring the flow in any private
    - drainage system;
    - wastewater disposal system;
    - storm water management facility; and
    - flow monitoring point.
  - (b) determine water consumption by reading meters;
  - (c) test flow measuring devices;
  - (d) take samples of wastewater, storm water, clear-water waste and subsurface water within or being released from private drainage systems, pretreatment facilities and storm water management facilities;
  - (e) collect and analyze samples of hauled wastewater coming to a discharge location;

- (f) perform on-site testing of the wastewater, storm water, clear-water waste and subsurface water within or being released from private drainage systems, pretreatment facilities and storm water management facilities;
- (g) (g) make inspections of the types and quantities of chemicals being handled or used on a premises in relation to possible release to a drainage system or water course;
- (h) investigate the premises where a release of prohibited or restricted wastes or of water containing prohibited or restricted wastes has been made or is suspected of having been made, and to sample any or all matter that in his opinion could have been part of the release.

22(2) No person shall hinder or prevent the Designated Wastewater Officer from carrying out any of his powers or duties.

### 23. ENGINEER ORDERS AND APPEALS

23(1) Except where otherwise provided, the Engineer may order that any matter or thing shall be done under the provision of this by-law upon at least ten (10) days' notice mailed to the address of the customer by registered mail (the "Engineer's decision").

23(2) If any matter or thing referred to in subsection 23(1) is not completed by the person required to do so, the Engineer may cause such matter or thing to be completed by the Municipality with any associated costs to be borne by the person.

23(3) An appeal by the customer may be made to the committee of:

- (a) A decision of the Engineer for refusal or issuance of a permit or work to be done;
- (b) A decision of the Engineer to direct any matter or thing to be done under the provisions of this by-law.

23(4) The right of an appeal referenced in subsection 23(3) shall expire ten (10) days after receipt of the Engineer's order in writing by the person.

23(5) An appeal may be made to the committee within ten (10) days of receipt of written notice of the Engineer's decision to revoke a building connection permit to the person.

23(6) The process for appeals to the committee for decisions made by the Engineer shall be:

- (a) The person shall file a notice of appeal with the chief administrative officer specifying the basis for the appeal and the relief sought;
- (b) The committee shall provide the customer with an opportunity to be heard prior to rendering a decision;

## Wastewater Discharge By-law

No. W-100

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- (c) The committee may uphold or reverse the Engineer's decision or amend it to include terms or conditions.

### 24. PENALTY

- 24(1) Any person who contravenes any provision of this bylaw shall be liable upon summary conviction for every such offence to a penalty of not less than five hundred dollars (\$500.00) and not exceeding fifty thousand dollars (\$50,000.00) or in default of payment, to imprisonment for a term not exceeding ninety days (90) and each day that the offence continues shall constitute a new offence.
- 24(2) Any person alleged to have violated this bylaw, who is given notice of the alleged violation and where the said notice so provides for payment, may pay a penalty in the amount of five hundred dollars (\$500.00) to the CAPE BRETON REGIONAL MUNICIPALITY provided that said payment is made within a period of fourteen days (14) following the day on which the alleged violation was committed, and said payment shall be in full satisfaction, releasing and discharging all penalties and imprisonments incurred by the person for said violation.

### 25. REPEAL

- 25(1) Section 3.2 of the Cape Breton Regional Municipality By-Law A-200 *Area Rate By-law* is hereby repealed.

Wastewater Discharge By-law

No. W-100

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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 **June 16, 2009** and amended on **March 26, 2024**.

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MAYOR – Amanda M. McDougall-Merrill

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MUNICIPAL CLERK – Christa Dicks

**THIS IS TO CERTIFY** that the attached is a true and correct copy of the Wastewater Discharge By-law of the Cape Breton Regional Municipality adopted by Council on the 16<sup>th</sup> day of June, 2009 and amended on the 26<sup>th</sup> day of March, 2024.

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Christa Dicks, CLERK

Publication Date: March 30, 2024

SCHEDULE A

CBRM Wastewater Rates

(a) <u>Base Charges</u>	<u>Annual</u>
Size of Meter	
Unmetered 5/8" - 15mm	\$163.76
Unmetered 3/4" - 20mm	\$174.73
Unmetered 1" - 25mm	\$196.67
5/8" - 15mm	\$163.76
3/4" - 20mm	\$174.73
1" - 25mm	\$196.67
1.5" - 40mm	\$251.52
2" - 50mm	\$317.34
3" - 80mm	\$492.86
4" - 100mm	\$690.32
6" - 150mm	\$1,238.82
8" - 200mm	\$2,116.42
10" - 250mm	\$3,432.82
(b) Volumetric Rate (per cubic meter)	\$0.78 per cubic meter

CAPE BRETON REGIONAL MUNICIPALITY  
POLLUTION PREVENTION PROGRAM

Discharger Information Report

(Form 1)

1. General Information

\_\_\_\_\_  
(a) (Company, Corporation, name)

\_\_\_\_\_  
(Telephone Number) (Fax Number)

\_\_\_\_\_  
(Mailing address) (Postal Code)

\_\_\_\_\_  
\_\_\_\_\_

(b) Owner of Property (if different from company listed)

(Mailing Address / Postal code) \_\_\_\_\_

(telephone / fax number) \_\_\_\_\_

Location of Premises:

**Wastewater Discharge By-law**

No. W-100

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(Street Name, Number, Block Number, Unit Number)

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Company Officer responsible for waste effluent control:

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(Name) (Title) (Telephone Number) \_\_\_\_\_

**2. Product or Service Information**

(a) Number of Employees: \_\_\_\_\_

Plant: \_\_\_\_\_ Office: \_\_\_\_\_

(b) Number of shifts per day: \_\_\_\_\_ Number of days per week: \_\_\_\_\_

(c) What are your principal products produced or services rendered:

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(d) Provide a brief description of your manufacturing or service activities:

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**Wastewater Discharge By-law**

No. W-100

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(e) If the process or operation is carried out under Permit To Operate from the Provincial Environment Department, include permit # and date of issue

---

**3. Waste Characteristics and Disposal**

(a) Consumption of water:

---

(Please provide a recent copy of water billing records)

(b) Please list the types and volumes of chemicals used in your manufacturing process and/or stored on site.

Chemicals:

Quantities:

_____	_____
_____	_____
_____	_____
_____	_____

Wastewater Discharge By-law

No. W-100

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(c) Please list the type of chemicals, cooling water, dyes, artificial colorings, or other waste materials that are discharged to the sanitary sewer.

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(d) Is your wastewater subjected to any type of treatment before discharge into the sewer system? If yes, please describe the treatment provided to the wastewater.

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(e) Has your company sampled and analyzed wastewater that is discharged to the sewer system? If yes, please provide details and attach a copy of any available sample information.

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Wastewater Discharge By-law

No. W-100

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Name of person submitting report:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Completion)

Please submit completed information to:

Cape Breton Regional Municipality  
320 Esplanade Sydney, Nova Scotia  
B1P 7B9  
Attn: Wastewater Operations

CAPE BRETON REGIONAL MUNICIPALITY  
POLLUTION PREVENTION PROGRAM

Discharger Information Report

(Form 2)

Completion of this form by dischargers to wastewater works is required under certain circumstances by wastewater by-law addressing sewer use in the Cape Breton Regional Municipality

1. General Information

(a) Company or Corporation Name

Address / Postal code

Phone / Fax / e-mail

(b) Owner Of Property (if different from company listed)

Mailing address, postal code

(c) Location of Premises:

(Street Name, Number, Block Number, Unit Number)

Wastewater Discharge By-law

No. W-100

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(d) Company Officer responsible for waste effluent control:

(Name, Title, Contact # 's and e-mail)

**2. Product or Service Information**

(a) What are your principal products produced or services rendered

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(b) Provide a brief description of your manufacturing or service activities

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(c) Include Standard Industrial Code (SIC) – state if SIC is Canadian or American

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(d) Provide a brief description of the process(es) used in the manufacturing or servicing

Wastewater Discharge By-law

No. W-100

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(e) Number of employees:

Plant: \_\_\_\_\_ Office: \_\_\_\_\_

(f) Number of shifts per day: \_\_\_\_\_ Number of shifts per week: \_\_\_\_\_

(g) Please indicate if major processes are:

Batch     Continuous     Both

(h) Is the production subject to seasonal variation: ( ) yes ( ) no

If yes indicated, briefly describe your seasonal production cycle:

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**3. Waste Characteristics**

Wastewater Discharge By-law

No. W-100

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(a) List all sources of water supply:

Municipal water \_\_\_\_\_

Private well water \_\_\_\_\_

Hauled water \_\_\_\_\_

Other sources (Describe) \_\_\_\_\_

(b) Type of waste water discharged: ( please check all that apply)

( ) Sanitary sewage Estimated volume: \_\_\_\_\_ m<sup>3</sup> /day

( ) Noncontact cooling water Estimated volume: \_\_\_\_\_ m<sup>3</sup> / day

( ) Contact cooling water Estimated volume: \_\_\_\_\_ m<sup>3</sup> /day

( ) Process water Estimated volume: \_\_\_\_\_ m<sup>3</sup> /day

( ) Others Estimated volume: \_\_\_\_\_ m<sup>3</sup> /day

(c) Wastewater is discharged to: (please check all that apply)

Location	Estimated Volume
----------	------------------

( ) Sanitary # 1 \_\_\_\_\_ m<sup>3</sup> /day

( ) Sanitary # 2 \_\_\_\_\_ m<sup>3</sup> /day

( ) Storm sewer # 1 \_\_\_\_\_ m<sup>3</sup> /day

( ) Storm sewer # 2 \_\_\_\_\_ m<sup>3</sup> /day

( ) Surface water, pond, creek, river etc. \_\_\_\_\_ m<sup>3</sup> /day

Wastewater Discharge By-law

No. W-100

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- ( ) Storage tank \_\_\_\_\_m<sup>3</sup> /day
- ( ) Ground water or well \_\_\_\_\_m<sup>3</sup> /day
- ( ) Liquid waste hauler -please indicate company used and disposal site if known.

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4. Pretreatment and Disposal

(a) Pretreatment devices used for treating wastewater or sludges before discharge to the sewer system.

Please check as many as is appropriate):

- |   |  |
|---|--|
| ( ) Air floatation                          | ( ) Screening                                    |
| ( ) Centrifuge                              | ( ) Sedimentation                                |
| ( ) Chemical Precipitation                  | ( ) Septic Tank                                  |
| ( ) Chlorination                            | ( ) Solvent Separation                           |
| ( ) Cyclone                                 | ( ) Spill Protection                             |
| ( ) Filtration                              | ( ) Sump   |
| ( ) Flow Equalization                       | ( ) Biological Treatment                         |
| ( ) Grease or Oil Separation,<br>type:_____ | type:_____                                       |
| ( ) Grease Trap                             | ( ) Rainwater Diversion or Storage<br>type:_____ |

Wastewater Discharge By-law

No. W-100

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Grit Removal

Other Chemical Treatment

Ion Exchange

\_\_\_\_\_

Neutralization, Ph correction

Other treatment

Ozonation

type: \_\_\_\_\_

Reverse Osmosis

No Pretreatment Provided

(b) Describe in detail the treatment process for your waste streams:

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(c) Provide a flow diagram of your Pretreatment Process in the space below:

(d) Provide a description of the identified pretreatment facilities and operating data

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Wastewater Discharge By-law

No. W-100

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(e) Describe how solids are handled, stored and disposed.

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(f) Describe any current operational problems or required shutdowns of pretreatment Facilities that may affect the quality of wastewater discharged to the sewer system.

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(g) Is sludge generated from the pretreatment process: ( ) yes ( ) no

If yes, please describe the treatment and disposal method for sludge removal,

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(h) Do you recover any chemicals from your wastewater: ( ) yes ( ) no

If yes, please explain

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Wastewater Discharge By-law

No. W-100

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(i) Are there any dyes or artificial coloring present in the influent or effluent of the pre-treatment system ?

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Wastewater Discharge By-law

No. W-100

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5. Pollutant Information (Sewer Discharge)

(a) Please indicate in the appropriate location whether the chemical parameter is known, or suspected to be present in each waste stream leaving your facility.

Sewer Discharge Characteristics

Parameter	Known Present	Suspected Present	Concentration (mg/L)
Antimony			
Arsenic			
Bismuth			
BOD			
Cadmium			
Chromium			
Cobalt			
Copper			
Cyanide			
Iron			
Kjeldahl			
Lead			

Wastewater Discharge By-law

No. W-100

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Manganese			
Mercury			
Molybdenum			
Nickle			
Oil /Grease ( A / V )			
Oil/Grease ( M / S )			
Phenolics			
Phosphorus			
Selenium			
Silver			
Tin			
Titanium			
TSS			
Vanadium			
Zinc			

Wastewater Discharge By-law

No. W-100

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6. Pollutant Information (No Discharge)

(a) List pollutants or chemicals that have the potential to enter either sanitary or storm sewers due to accidental spills, machinery malfunctions or process upsets:

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(b) Does your Company have any existing agreements with the Municipality, former Municipalities or the Province regarding wastewater discharged to the sanitary or storm sewers?

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(c) Does the Company have any flow measurement or sampling equipment available?

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Wastewater Discharge By-law

No. W-100

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(d) Has the Company ever conducted sampling and analysis of wastewater discharged to either the sanitary or storm sewer system? If so, please provide as an attachment to this report any copies of analysis that are available.

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Name of person submitting report:

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(Name)

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(Title)

Please submit completed information to:

Cape Breton Regional Municipality

320 Esplanade, Sydney NS

B1P 7B9

Attn: Wastewater Operations

CAPE BRETON REGIONAL MUNICIPALITY

BY-LAW NUMBER A-200

**A By-Law Respecting the Charging of Fees for Connection and Discharge to Municipal Sewer Systems and Municipal Fire Hydrant and Transit Access**

**1. SHORT TITLE**

1.1 This By-Law may be cited as the “Area Rate By-Law”.

**2. PURPOSE**

2.1 This By-Law describes how fees are charged for providing access to Municipal Sewer, Hydrant and Transit service.

**3. FEES**

3.1 All properties, including properties with exempt assessment values, are subject to the fees.

*3.2 Repealed by Council, March 26, 2024 Sewer*

~~3.2.1 Sewer usage shall be charged through the Sewer Area Rate (on assessed value, as set out in the Operating Budget by Council).~~

~~3.2.2 All properties identified as described in the CBRM Council Policy “Cape Breton Regional Municipality’s Service Based Tax Structure”.~~

3.3 Transit

3.3.1 Transit usage shall be charged through the Transit Area Rate (on assessed value, as set out in the Operating Budget by Council).

3.3.2 All properties identified as described in the CBRM Council Policy “Cape Breton Regional Municipality’s Service Based Tax Structure”.

3.4 Fire Hydrant

3.4.1 Hydrant service shall be charged through the Hydrant Area Rate (on assessed value, as set out in the Operating Budget by Council).

3.4.2 All properties identified as described in the CBRM Council Policy “Cape Breton Regional Municipality’s Service Based Tax Structure”.

.../2

**4. EXEMPTIONS**

4.1 Only properties approved by Council shall be exempt of the Area Rate fees.

***PASSED AND ADOPTED** by a majority of the whole Council at a duly called meeting of the Cape Breton Regional Municipal Council held on July 7, 2015 and amended on March 26, 2024.*

~~**MAYOR CECIL P. CLARKE**~~  
*Mayor Amanda M. McDougall-Merrill*

~~**DEBORAH CAMPBELL, CLERK**~~  
*Christa Dicks, Clerk*

**THIS IS TO CERTIFY** that the attached is a true and correct copy of the Area Rate By-law of the Cape Breton Regional Municipality as adopted by Council on July 7, 2015, *including amendments to March 26, 2024.*

~~**DEBORAH CAMPBELL, CLERK**~~  
*Christa Dicks, Clerk*

**Publication Date:** ~~**July 13, 2015**~~  
**March 30, 2024**

**CAPE BRETON REGIONAL MUNICIPALITY**

**BY-LAW NUMBER A-200**

**A By-Law Respecting the Charging of Fees for Connection and Discharge to Municipal Sewer Systems and Municipal Fire Hydrant and Transit Access**

**1. SHORT TITLE**

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2.1 This By-Law describes how fees are charged for providing access to Municipal Sewer, Hydrant and Transit service.

**3. FEES**

3.1 All properties, including properties with exempt assessment values, are subject to the fees.

3.2 *Repealed by Council, March 26, 2024*

3.3 Transit

3.3.1 Transit usage shall be charged through the Transit Area Rate (on assessed value, as set out in the Operating Budget by Council).

3.3.2 All properties identified as described in the CBRM Council Policy “Cape Breton Regional Municipality’s Service Based Tax Structure”.

3.4 Fire Hydrant

3.4.1 Hydrant service shall be charged through the Hydrant Area Rate (on assessed value, as set out in the Operating Budget by Council).

3.4.2 All properties identified as described in the CBRM Council Policy “Cape Breton Regional Municipality’s Service Based Tax Structure”.

**4. EXEMPTIONS**

4.1 Only properties approved by Council shall be exempt of the Area Rate fees.

.../2

***PASSED AND ADOPTED*** by a majority of the whole Council at a duly called meeting of the Cape Breton Regional Municipal Council held on July 7, 2015 and amended on March 26, 2024.

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

\_\_\_\_\_  
**Christa Dicks, Clerk**

**THIS IS TO CERTIFY** that the attached is a true and correct copy of the Area Rate By-law of the Cape Breton Regional Municipality as adopted by Council on July 7, 2015, including amendments to March 26, 2024.

\_\_\_\_\_  
**Christa Dicks, Clerk**

**Publication Date: March 30, 2024**

**P-500: Passenger Vehicle for Hire By-law (and Repeal of Taxi By-law)**

**Motion:**

Moved by Councillor Parsons, seconded by Councillor Eldon MacDonald, that staff be directed to prepare an Issue Paper outlining the options to amend the Schedule of Fares found in Schedule “C” of the Passenger Vehicle for Hire By-law to include a provision for a service fee of \$2.00 per transaction for the use of Debit or Credit.

**Motion Carried**



**TO:** CBRM Mayor & Council

**FROM:** John Crane

**SUBJECT:** Issue Paper  
Passenger Vehicle for Hire By-law – Debit or Service Fee Provision

**DATE:** March 26<sup>th</sup>, 2024

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On April 11<sup>th</sup>, 2023, Council of the Cape Breton Regional Municipality (CBRM) directed staff to initiate an Issue Paper outlining options to amend Schedule of Fares found in “Schedule C” of the Passenger Vehicle for Hire By-law to include a provision for a service fee of \$2.00 per transaction for use of Debit or Credit (Attachment A).

### Introduction

The local taxi industry is advocating for the addition of a service fee to be added on top of the fares (Schedule C identified above) when a customer is paying buy debit or credit.

The stated purpose of this is to recover, in whole or part, the merchant fees associated with the use of debit or credit payments.

As the fares are capped by Schedule C, increasing their price (ie: fare) to recover their cost is not an option available to the local taxi operators as it would be for other merchants and retailers.

The fees associated with the use of debit and credit cards are governed by agreements between merchant and the debit and credit providers. These fees vary by provider, volume of sales, “chip” vs “tap” and many other factors; these agreements are outside the scope of CBRM regulatory authority. Generic agreements between merchants and MasterCard, Visa and AMEX are available on-line for your perusal if desired.

Lastly, note that in the context of this discussion, “Debit” is inferred to mean use of conventional debit cards issued by financial institutions (ie: banks) and “Credit” is inferred to mean use of conventional credit cards such as Master Card, Visa, AMEX etc. It is not to be inferred to include any private debit or credit arrangement / agreement / account established directly between a taxi operator and a customer.

### Evaluation of Request

Staff considers the concept of charging a service fee for the use of debit or credit to be a reasonable request.

Debit and credit are increasingly more common in smaller day to day financial transactions. While the consumer benefits from the convenience of this system, it comes at a cost to the merchant. With a consistent business volume, as cash transactions decline and debit and / or credit usage increase, the cost to the merchant increases.

It is reasonable that this cost (of consumer convenience) be passed along from the merchant to the consumer. Unregulated commodity retail prices (such as a slice of pizza for example) can simply be increased by the merchant to “bury” the debit and /or credit fees in the “sticker price”. As the local taxi industry is prohibited from this approach (regulated fares), an addition of a fee to recover this cost is the only viable alternative.

However, due to the variability of the merchant to provider agreements, mandating a fixed fee of any amount may violate this agreement. For example, AMEX does not permit merchants to charge more than the bona fide cost of goods or services (Schedule of Fares in this context). This puts the taxi operator in situation where they are either in conflict with CBRM rules or their debit/credit agreements and will inevitably result in consumer complaints, both to the debit/credit company and / or CBRM.

In a similar note, as debit or credit fees are a variable cost such as price of fuel or the actual trip distance within a fixed fare zone, a mandated fixed fee does not seem to be a reasonable approach to a variable cost, especially on large number of small and variable dollar amount transactions.

### **Conclusion**

It is reasonable for the Passenger Vehicle for Hire By-law to be amended to include provision that:

- Taxi operators MAY charge a service fee if total fare not fully paid in cash.
- Limits the maximum service fee that MAY be charged.

This approach allows/ensures:

- Taxi operators have the discretion not to charge any service fee if customer is paying in debit or credit fostering competition amongst taxi operators.
- Puts the onus on taxi operators to comply with both CBRM Bylaw and their debit/credit provider agreement.
- Does not contain any language referencing the terms “debit” or “credit”, negating the possibility of CBRM mandating any requirement to the taxi operator that may either positively or negatively impact any agreement between any taxi operator and any debit/credit provider.

### **Recommendation**

Staff recommends Council give First Reading of the Amending By-law found in Attachment B and pass a motion to schedule a Public Hearing to consider adoption of the Amending By-law at an upcoming meeting of Council.

Respectfully submitted by:

John Crane  
Manager ByLaws and Building Inspections

# APPENDIX A

Council Meeting - Minutes  
April 11, 2023

Approved May 23, 2023

9 of 10

## **BY-LAWS & MOTIONS: By-laws - Second / Final Reading:**

### **ii) P-500: Passenger Vehicle for Hire By-law (and Repeal of Taxi By-law) (Cont'd):**

After Council discussion, the following motions were put forward:

#### **Motion**

Moved by Councillor Paruch, seconded by Councillor Green, to approve for second/final reading the P-500 Passenger Vehicle for Hire By-law as presented.

**Motion Carried.**

#### **Motion:**

Moved by Councillor Parsons, seconded by Councillor Eldon MacDonald, that staff be directed to prepare an Issue Paper outlining the options to amend the Schedule of Fares found in Schedule "C" of the Passenger Vehicle for Hire By-law to include a provision for a service fee of \$2.00 per transaction for the use of Debit or Credit.

**Motion Carried.**

## **6. BUSINESS ARISING:**

### **6.1 Council – January 17, 2023:**

#### **a) Municipal Rodent Control (Rats):**

Michael Ruus, Director of Planning & Development, reviewed the Issue Paper included in the agenda package and recommended that Council direct CBRM staff to develop an educational campaign to provide guidance to property owners on how to mitigate rodent issues on private property. He advised that if Council wishes to escalate the issue further, Council should consider advocating for Provincial operational funding to retain a consultant for the purposes of implementing an Integrated Pest Management Program, such as those pioneered in other jurisdictions.

#### **Motion:**

Moved by Councillor Gordon MacDonald, seconded by Councillor Tracey, that staff be directed to develop an educational campaign to provide guidance to property owners on how to mitigate rodent issues on private property.

**Motion Carried.**

# APPENDIX B

## By-law of the Cape Breton Regional Municipality

amending the

### Cape Breton Regional Municipality's Passenger Vehicle for Hire By-law

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Pursuant to Section 168 of the *Municipal Government Act* of Nova Scotia and Section 305 of the *Motor Vehicle Act*, Chapter 293, R.S.N.S. 1989 and amendments thereto, the Council of the Cape Breton Regional Municipality hereby amends the text of the Cape Breton Regional Municipality's Passenger Vehicle for Hire By-law, No. P-500, 2022 in the following manner:

**THAT:** Section 12 Taxi Fares of the Passenger Vehicle for Hire By-law is hereby repealed and replaced with the following:

- (1) The rates as set out in the Resolution of the Council of the Municipality as per Schedule "C" (Schedule of Taxi Fares) attached to this By-law will be those established annually by Resolution of Council, from time to time, at any regularly scheduled meeting thereof. The rates shall be charged for conveyance in a licenced vehicle used for transporting passengers for hire, from point to point within the Municipality.
- (2) A Taxi Owner or Operator may charge a service fee if total fare is not fully paid in cash subject to the following:
  - a. The maximum service fee that may be charged is:
    - i. \$2.00 for total fare up to and including \$100;
    - ii. \$5.00 for total fare exceeding \$100;
  - b. Only 1 service fee per may be charged by either the Taxi Owner or the Taxi Operator, but not by both parties.
  - c. The total fare plus service charge must be charged on a single transaction and shall not be divided into more than one transaction with the intent to increase the overall service fee collected from the passenger;
  - d. A receipt must separately itemize total fare and service fee; and
  - e. The total fare for the purposes of this Subsection 12(1) is the amount, or aggregate of amounts as allowed, as defined in Schedule "C" (Schedule of Fares).
- (3) Copies of the Schedule of Taxi Fares shall be furnished by a By-law Enforcement Officer to every person issued a Taxi Operator's Licence or Taxi Vehicle Owner's Licence and a copy of such schedule shall displayed in a manner that it is easily viewed by passenger in all vehicles for which an Owner's Licence has been issued. The fare schedule established by Committee shall be affixed.
- (4) Every Taxi Vehicle Owner or Taxi Operator who receives or demands a fare greater than or less than that required by the Schedule of Taxi Fares shall be guilty of an offence under this By-law. Unless a previous written agreement is arranged. Said agreement shall be made available to Bylaw officer on demand or as soon as reasonably possible. Written agreement

Added

will show terms of prearranged agreement, date and individuals covered under the agreement.

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

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**

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

\_\_\_\_\_  
Christa Dicks, CLERK

# Municipalities: Where Canada Grows



## A unique challenge: Canada's record- breaking growth

In 2022-2023, Canada's population grew by more than 1.1 million. As our country rapidly grows, local governments are on the frontlines of some of the most pressing challenges Canadians are facing today.

### The solution: A new Municipal Growth Framework

Demands on local public services and infrastructure are increasing, and pressure is mounting on the outdated funding model that municipalities operate under.

To turn Canada's historic growth into the success it needs to be, we must reimagine how we fund the **core pillars** that support a good quality of life for Canadians—from having an affordable and safe place to live and raise a family, to having access to diverse economic opportunities, to enjoying stronger links with neighbours and community. FCM is calling for a national discussion on a new Municipal Growth Framework to unlock municipal capacity and a better quality of life for all Canadians.



### Federal Budget 2024

The Federation of Canadian Municipalities (FCM)'s recommendations for Canada's communities





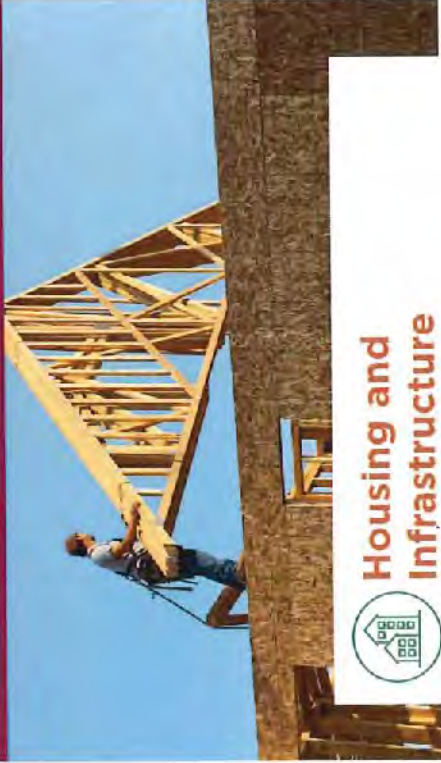
**What it means**

A new framework would link municipal funding with national economic activity and population growth, better facilitating municipalities in providing front-line services.

Municipalities across the country work hard to foster economic activity and help local and regional businesses thrive, but the growth they are facilitating is not reflected in the revenue they receive.

With municipalities better equipped to face their growing responsibilities head on, everyone would benefit, and local governments could move beyond continuous cycles of funding requests and short-term planning.

*FCM is calling on the federal government to commit in Budget 2024 to convene provinces, territories, and municipalities to negotiate a Municipal Growth Framework. This will position Canada to enable long-term growth and prosperity and better respond to the needs of a rapidly growing population, through sustained investment in infrastructure, housing development and ending chronic homelessness.*



**Housing and Infrastructure**

Canadians are deeply concerned about housing affordability. We need to build more homes more quickly to accommodate our growing population, and municipalities are doing their part to approve new development. However, all new housing needs municipal infrastructure to support it. As federal infrastructure programs wind down, municipalities are facing a gap in federal funding this year just as population growth is at an all-time high.

**In Budget 2024, FCM is calling on the federal government to:**

- Establish a new dedicated water and wastewater fund and extend funding for community, culture and recreational facilities.
- Double the Canada Community-Building Fund to \$4.4B annually and increase the annual index to 3.5%.
- Establish the Permanent Public Transit Fund in legislation, with new funding starting in 2024-25 for planning and design costs as well as annual funding indexed at 3.5% starting in 2026.



## Homelessness

Homelessness and the rapid increase of encampments is a serious issue across Canada. While a multi-faceted approach is needed to end chronic homelessness, municipalities urgently require additional support from federal, provincial and territorial governments.

**In Budget 2024, FCM is calling on the federal government to:**

- **Increase the Reaching Home homelessness prevention and response program** to \$564 million per year for 2024-25 and 2025-26 to urgently support encampment residents and make the program permanent at \$282 million per year starting in 2026-27, with an annual index of 3% per year, including at least \$50 million per year for the Rural and Remote Homelessness funding stream.
- In collaboration with municipal governments, create a federal asylum seeker resettlement system that ensures the long-term housing and resettlement needs of asylum seekers are met.



## Homelessness (continued)

- Protect renters from 'renoviction' and conversion by investing in a community housing sector-led acquisition fund to support housing providers in purchasing existing rental properties through an initial capitalization of \$2.5 billion in low-interest loans and \$500 million in government contributions to support the acquisition and preservation of at least 10,000 low-rent units.
- As part of the forthcoming federal Housing Action Plan, help **prevent people from falling into homelessness** by combating the financialization of housing and increasing the portion of Canada's housing stock that is owned by non-profits and co-ops, while building the capacity of municipalities to use local levers to create more non-market housing.
- As part of a Municipal Growth Framework, **develop a comprehensive federal-provincial/territorial plan to end chronic homelessness** including through long-term investments in supportive housing and the associated wraparound health and social supports.



## Climate Change

In recent years, Canadians have been confronted with record-breaking heatwaves, flooding, hurricanes, and wildfires that have severely damaged homes, businesses, and communities. The number of affected communities across the country is expected to continue increasing, with the rate of extreme weather events having increased globally by approximately 83% in the last 20 years.

**In Budget 2024, FCM is calling on the federal government to:**

- Replenish the Disaster Mitigation and Adaptation Fund (DMAF) with \$2B in new funding in 2024-25, and commit to a long-term investment of \$1B annually for 10 years.
- Ensure that municipalities are provided with support during and immediately after a disaster, including improved coordination and services for evacuees from impacted communities. FCM also recommends that the modernization of the Disaster Financial Assistance Arrangements (DFAA) is coordinated with other federal programs and provides upfront funding for communities to build back better.
- Deepen federal-municipal collaboration on achieving Canada's 2030 climate target on a pathway to net-zero emissions, including by implementing the Canada Green Building Strategy.



## Community Well-Being and Safety

For many communities in Canada, policing is their biggest expense. Municipalities pay a growing share of policing costs, but they cannot run deficits and lack the revenue-generating tools that other orders of government have access to.

**In Budget 2024, FCM is calling on the federal government to:**

- Meaningfully consult municipalities about decisions related to the future of RCMP contract policing, including funding decisions.
- Work with all orders of government to address and invest in community-based mental health and substance use care.
- Develop a comprehensive national mental health strategy that addresses the interconnected issues of housing, homelessness, and substance abuse, while increasing mental health investments in communities with sustainable, long-term funding.
- Support diverse women in local leadership and decision-making spaces by scaling up outcomes from the successful CanWILL program, creating more opportunities for municipalities and our partners to advance systemic change and to address and overcome barriers.



## Rural and Northern Issues

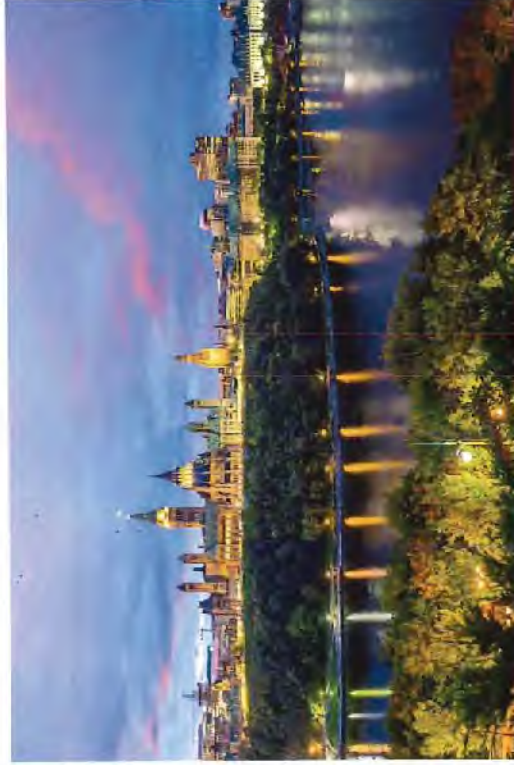
Since 2017, Canada's rural population has increased. With rural Canada contributing nearly 30% of Canada's GDP, supporting and resourcing Canada's rural infrastructure and services are key for sustainable growth.

**In Budget 2024, FCM is calling on the federal government to:**

- Bolster rural and northern infrastructure by investing \$250 million annually, over and above doubling the Canada Community Building Fund.
- Continue the roll-out of improved broadband and digital connectivity by adding a \$150 million needs-based stream to the Universal Broadband Fund.
- Strengthen rural connections and improve economic development by establishing a federally-led national strategy for intercommunity passenger bus service and investing further in northern and remote airports, ports and harbours.

## We are FCM

FCM is the national voice for Canada's local governments. We unite 2,100 municipalities of all sizes, from big cities to rural and northern communities, as well as provincial and territorial municipal associations. Together we represent more than 92% of Canadians. That gives us an unparalleled ability to convene Canada's on-the-ground leaders, and to help design and deliver initiatives that build better lives for Canadians.



Learn how FCM is working to empower Canadian municipalities:



[fcm.ca](https://www.fcm.ca)



# FCM: The national voice of Canadian local government

FCM

## We are FCM

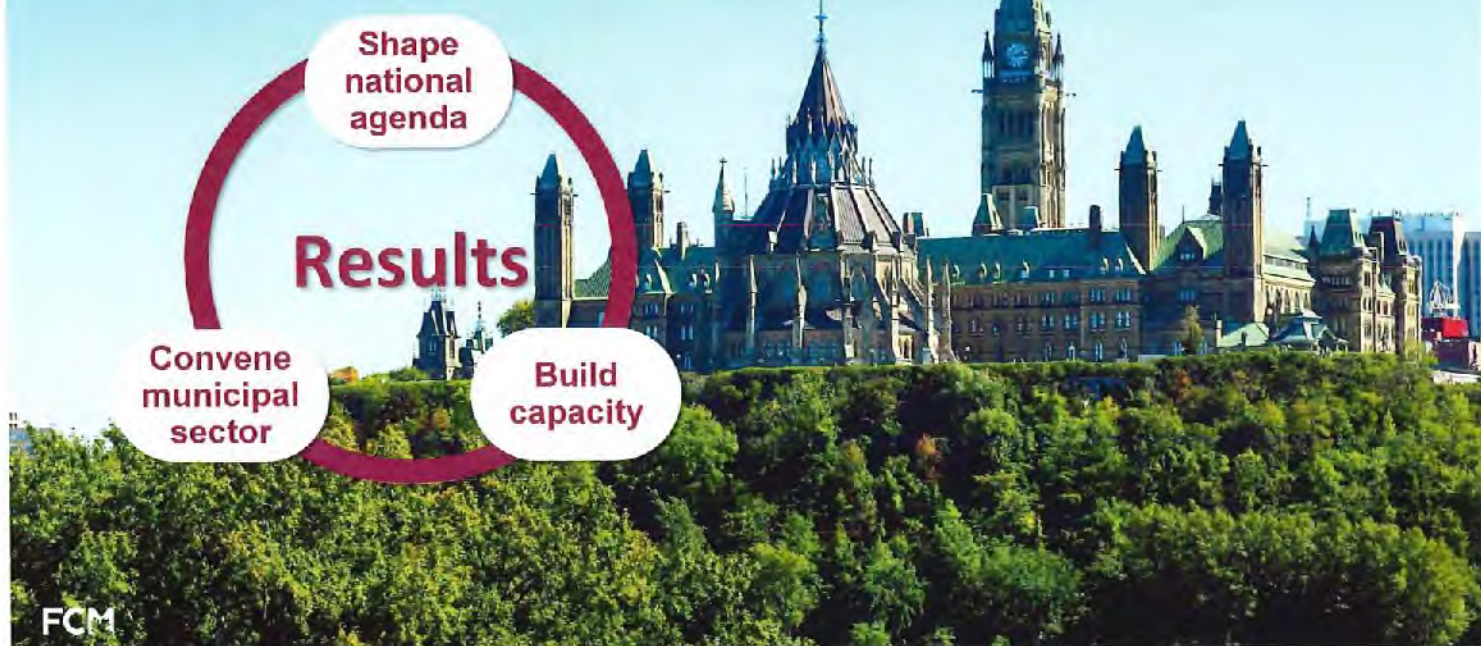
The **national voice** of Canada's local governments:

- **2,100 member municipalities** in every part of Canada
- Nearly 80% are **rural, remote and northern communities**
- Our members represent **more than 92% of Canadians**



FCM

## What we do



## Together, we deliver results

- Canada's first **National Adaptation Strategy**
  - 530 million invested in **Green Municipal Fund (GMF)** for climate adaptation and resilient infrastructure projects
- Permanent and indexed **Canada Community-Building Fund (formerly the federal Gas Tax Fund)** :  
Direct, predictable infrastructure funding for municipalities of all sizes (budgets 2019 and 2021)
- **\$3.225 billion Universal Broadband Fund**
- Canada's first-ever **National Housing Strategy**
  - Rapid Housing Initiative
  - Urban, Rural and Remote Indigenous Housing Strategy
  - Housing Accelerator Fund

## Our current priorities



FCM

## Municipalities: where Canada grows

**A unique challenge: Canada's record-breaking growth. Demands on local public services and infrastructure are increasing, and pressure is mounting on the outdated funding model that municipalities operate under. The solution: a new Municipal Growth Framework.**

- ✓ Local governments receive less than 10 cents of every tax dollar collected, while having to maintain more than 60% of public infrastructure.
- ✓ Communities need to be empowered to address new challenges like housing, climate change, mental health, and the vital local services Canadians depend on.

FCM

# Green Municipal Fund (GMF)



**2.87 mil.**

tonnes of greenhouse gases avoided

**2,100**

projects approved

**\$1.45 B** worth of approved projects

[fcm.ca/programs](http://fcm.ca/programs)  
[gmfinfo@fcm.ca](mailto:gmfinfo@fcm.ca)

## Local Leadership on Climate Adaptation



**\$530 million**

Funding for **1,400+** initiatives

by **2030-2031**



## Growing Canada's Community Canopies



[fcm.ca/programs](http://fcm.ca/programs)  
[gmfinfo@fcm.ca](mailto:gmfinfo@fcm.ca)

A photograph of a woman and a young child walking away from the camera on a paved path. The scene is bathed in the warm, golden light of a setting or rising sun, with long shadows cast across the path. The trees lining the path are silhouetted against the bright light, creating a soft, bokeh effect in the background. The woman is wearing a dark jacket and red pants, and the child is wearing a patterned top and light-colored pants. They are walking towards the right side of the frame.

# Thank you.

**FCM** FEDERATION OF CANADIAN MUNICIPALITIES  
FÉDÉRATION CANADIENNE DES MUNICIPALITÉS



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**TO:** CBRM Mayor & Council

**DATE:** March 18, 2024

**FROM:** Karen Neville

**RE:** Affordable Housing Policies

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#### **Introduction**

The Housing Accelerator Fund (HAF) launched in summer of 2023 with a one-time application portal for funding that will be ongoing until 2026-27. CBRM is now in receipt of our approval and contribution agreement under this new funding stream for a total of \$11,380,000 and total growth target of 1,010 permitted housing units.

The funding will be advanced to CBRM in four payments tied to specific performance measures:

- 75% of the funding is tied to successful completion of the CBRM Initiative List (Attachment A); and
- 25% of the funding is tied to meeting the growth target set out by CMHC.

In response to achieving CBRM's Initiative List, staff have prepared two policies for Council's consideration. Both policies focus on Affordable Housing; therefore, they help CBRM achieve the outcomes of Initiative 4: Affordable Housing Construction Program. In addition, to achieving Initiative 4, the Affordable Housing Property Tax Adjustment Policy also supports the achievement of Initiative 6: Housing Incentives Initiative.

#### **Statutory Authority**

Subsection 57(4) of the Municipal Government Act gives Council the authority to provide financial assistance to increase the availability of affordable housing in the municipality.

#### **Overview of CBRM Affordable Housing Grant Policy**

The purpose of the CBRM Affordable Housing Grant Policy (Attachment B) is to:

- provide a framework for increasing the number of Affordable Housing Dwelling Units within Municipality, and
- state the objectives of a one-time grant program which will provide support for the creation of affordable housing opportunities in the Municipality through the construction of new dwelling units.

This Policy applies to property owners who create new Affordable Housing Dwelling Units and agree to keep the units affordable for a period of 10 years. Under this Policy, Affordable Housing Dwelling Unit means a dwelling unit for which the rent:

- does not exceed 30 percent of the gross annual household income; or

- is at 80% or less than the average market rent as defined by the Canada Mortgage and Housing Corporation (CMHC) for the Municipality.

To be eligible for consideration for an Affordable Housing Grant under this Policy, the Applicant must have a valid Building and Development Permit issued between 2024 and 2026. The Building and Development Permit referenced shall be for:

- the installation of a new secondary suite,
- a converted dwelling, or
- the construction of accessory dwelling unit, two unit dwelling, apartment dwelling, or townhouse.

The Affordable Housing Grant consists of two tiers based on the rent being charged in accordance with the definition of Affordable Housing Dwelling Units. Additional funds will be available if funding is being provided by other levels of Government. A successful Applicant must sign a Contribution Agreement with the Municipality prior to any funds being issued.

The Property Owner will be required to provide documentation to the Municipality annually confirming each dwelling unit remains affordable in accordance with the Contribution Agreement. The Contribution Agreement will contain provisions for non-compliance and repayment.

#### **Overview of CBRM Affordable Housing Property Tax Adjustment Policy**

The purpose of the CBRM Affordable Housing Property Tax Adjustment Policy (Attachment C) is to encourage and assist developers in the creation of new Affordable Housing Dwelling Units within the Municipality by providing an annual partial adjustment on property taxes.

This Policy applies to Property Owners who create four or more new Affordable Housing Dwelling Units and agree to keep the units affordable for a period of 10 years. The definition of Affordable Housing Dwelling Unit is consistent with the Affordable Housing Grant Policy. A successful Applicant must sign a Tax Adjustment Agreement with the Municipality prior to any property tax adjustment being issued.

The property tax adjustment shall begin on the first taxation calendar year after:

- the issuance of an Occupancy Permit for Affordable Housing Dwelling Unit(s); and
- the eligible property is first reassessed by Property Valuation Services Corporation to fully reflect the development that the Property Owner is receiving the property tax adjustment for.

Similar to CBRM's Commercial Development District Improvement By-law, there will be a phasing in of the tax increases over a period of ten years. Under this Policy, the increase in taxes that results from the creation of new Affordable Housing Dwelling Units will be diminished by:

- 90% municipal property tax in years 1-2
- 75% municipal property tax in years 3-4
- 60% municipal property tax in years 5-6
- 45% municipal property tax in Year 7-8
- 30% municipal property tax in Year 9-10

The Property Owner will be required to provide documentation to the Municipality annually confirming each dwelling unit remains affordable prior to the adjustment being applied. In the event of a breach of the Tax Adjustment Agreement by the Property Owner, the property shall become fully taxable in the year in which the breach occurs and in all subsequent years.

**Next Steps**

Before a motion can be passed on the adoption of a policy, the *Municipal Government Act* requires Council receive notice at least seven days to making a decision. This issue paper could be considered notice to Council. If Council wishes to proceed with the adoption of these Policies, they should be considered at an upcoming meeting of Council.

**Recommendation**

Staff recommends Council to pass a motion directing staff to bring the CBRM Affordable Housing Grant Policy and CBRM Affordable Housing Property Tax Adjustment Policy to an upcoming Council meeting for their consideration.

**Submitted by:****Originally Signed By**

**Karen Neville**  
**Planning and Development Department**

**Initiative 1: Community Climate Adaptation & Land Banking****Description**

Develop approach for land banking for the purposes of assembling parcels of tax-delinquent or abandoned properties for affordable housing redevelopment and acquiring properties to convert to other uses such as retail, parks, or open space for flood mitigation and hazard reduction.

Separately implement regulatory changes to mitigate flood plain/climate change risk and strategy development for implementation of relocation and property purchases.

This approach will encourage sustainable development through climate sensitive design for proposed developments, encourage complete communities through the creation of diverse housing types and sustainable infrastructure, strategically provide a process for property acquisition to create new non-market housing within the CBRM.

**Initiative 2: Transit Oriented Development & Promotion of High-Density Development****Description**

Regulatory changes to promote intensification and mixed-use housing developments in urban serviced areas, implementation of supporting services/infrastructure for increased density in proximity to community cores, public education advising of new housing/development opportunities.

This initiative will deliver reduced risk for developers by eliminating lengthy discretionary approval processes and increase the maximum dwelling unit number on all residential properties within the CBRM. This will also enable complete communities through increased densities and development in transit-oriented neighbourhoods, diverse housing options, and encouraging multi-modal transportation.

**Initiative 3: Parking Requirement Modernization****Description**

Review and regulatory changes to reduce barriers for housing development through the elimination of parking minimums. This will include an accompanying parking strategy and parking management implementation through areas designated for dense residential development.

This initiative supports all the objectives of the program by reducing regulatory barriers for approvals, encouraging complete and walkable communities, and enabling more diverse housing types through regulatory reduction.

**Initiative 4: Affordable Housing Construction Program****Description**

Construction incentives for affordable housing projects, public education, engagement with non-profit housing industry and Cape Breton University, and internal capacity building/monitoring of programs.

This initiative supports all the objectives of the program by providing an opportunity to financially incentivize the construction of affordable housing units in alignment with CBRM's new Municipal Planning Strategy and Land Use Bylaw to locate dense, affordable housing in areas that can support residents.

**Initiative 5: Infill & Gentle Density Initiative****Description**

Pre-approved housing plans for small scale infill development (up to 6 units), regulatory changes to allow Accessory Dwelling Units and Secondary Suites, public education, engagement, Unit legalization program. This initiative will deliver reduced risk for developers by enabling additional permitted (small-scale) units for all residential properties (six units per lot) within the CBRM, along with reducing review time through the use of pre-approved housing designs. This will also enable complete communities through increased densities and development in transit-oriented neighbourhoods, diverse housing options, and encouraging multi-modal transportation.

**Initiative 6: Housing Incentives Initiative****Description**

Analysis and implementation of tax incentive program for residential development, review and creation of surplus lands inventory for housing development (inclusive of legal review of real property issues), creation of CBRM Housing Plan.

This initiative will accelerate the pace of housing development by exploring options and implementing incentives for residential development in the CBRM. This will also enable complete communities by incentivizing development in proximity to services and transit-oriented neighbourhoods.

**Initiative 7: E-Permitting System****Description**

Design and implementation of a new online permitting system to improve the permit review process. Creation of a customer portal, promotion, and public/internal training.

This initiative will improve customer service and streamline permitting and licensing in the CBRM to accelerate residential development. This will also allow administration to better prioritize development by typology to expedite approvals with large impact on housing supply.



## **CBRM AFFORDABLE HOUSING GRANT POLICY**

### **1. LEGISLATIVE AUTHORITY**

- (1) This Policy derives its authority from Section 57(4) of the *Municipal Government Act*.

### **2. PURPOSE**

- (1) The purpose of this Policy is to:
- provide a framework for increasing the number of Affordable Housing Dwelling Units within Municipality, and
  - state the objectives of a one-time grant program which will provide support for the creation of affordable housing opportunities in the Municipality through the construction of new dwelling units;

### **3. STATEMENT OF POLICY**

- (1) This Policy applies to property owners who create new Affordable Housing Dwelling Units and agree to keep the units affordable for a period of 10 years.

### **4. DEFINITIONS**

“Accessory Dwelling Unit” means one dwelling unit accessory to a one unit dwelling, two unit dwelling, semi-detached dwelling and intended as an independent and separate living unit which contains its own sleeping, living, cooking and sanitary facilities, and its own entrance. An accessory dwelling unit is detached from main dwelling, unlike a secondary suite.

“Affordable Housing Dwelling Unit” means a dwelling unit for which the rent:

- does not exceed 30 percent of the gross annual household income; or
- is at 80% or less than the average market rent as defined by the Canada Mortgage and Housing Corporation (CMHC) for the CBRM.

“Affordable Housing Reserve” means the Cape Breton Regional Municipality reserve fund for the specific purpose of promoting affordable housing.

“CAO” means the Chief Administrative Officer of the Municipality;

“Canada Mortgage and Housing Corporation (CMHC)” is a Canadian crown corporation that serves as the national housing agency of Canada.

"Contribution Agreement" means an agreement signed between the Municipality and the property owner under this Policy. The Contribution Agreement defines the terms and conditions under which the Affordable Housing Grant will be made and cannot be altered without prior approval.

"Dwelling Unit" means one or more habitable rooms designed or intended for use by one or more individuals as an independent and separate housekeeping establishment in which separate kitchen and sanitary facilities are provided for the exclusive use of such individual or individuals, with a private entrance from outside the building or from a common hallway or stairway inside the building. For example, a dwelling unit can be a one-unit dwelling, one of two dwellings units in a two-unit dwelling, or one dwelling unit in an apartment building.

"Dwelling, Converted" means a building originally constructed as a one-unit dwelling or two-unit dwelling that has been lawfully converted into a two-unit dwelling or multiple dwelling.

"Dwelling, Apartment" means a building containing three or more dwelling units and includes a converted dwelling.

"Dwelling, One-Unit" means a detached dwelling containing one dwelling unit and may include a secondary suite. This does not include a recreational vehicle.

"Dwelling, Townhouse" means a building containing three or more dwelling units arranged side-by-side each with a separate exterior entrance and separated vertically by a common wall extending from the foundation to the roof located on a lot abutting a public street.

"Dwelling, Two-unit" means a building containing two-dwelling units, and may included a duplex, semi-detached dwelling, or a converted one-unit dwelling as defined by the Land Use By-law.

"Municipality" means the Cape Breton Regional Municipality (CBRM);

"Secondary Suite" means a suite is located within a one or two unit dwelling in compliance with the provisions of CBRM's Land Use By-law.

## **5. ROLES AND RESPONSIBILITIES**

- (1) The CAO, or their delegate, shall expend the funds contained in the Affordable Housing Reserve for affordable housing in accordance with the provisions contained in this Policy.
- (2) The CAO may further delegate any or all the authorities under this Policy to one or more employees of the Municipality.

## 6. ELIGIBILITY FOR CONSIDERATION FOR AFFORDABLE HOUSING GRANT

- (1) To be eligible for consideration for an Affordable Housing Grant under this Policy, the Applicant must have a valid Building and Development Permit issued between 2024 and 2026.
- (2) The Building and Development Permit referenced in Subsection (1), shall be for
  - (a) the installation of a new secondary suite,
  - (b) a converted dwelling, or
  - (c) the construction of accessory dwelling unit, two unit dwelling, apartment dwelling, or townhouse.
- (3) Where an Applicant is found to be in violation or contravention to any Municipal By-law or is subject to any outstanding work orders or any other enforcement procedures of the Municipality or any other governmental authority, the application may be refused, or pending grant disbursements may be cancelled.
- (3) Properties must be located within the Service Area Boundary as defined by the Municipality's Municipal Planning Strategy.

## 7. GENERAL REQUIREMENTS

- (1) Applications will be accepted until December 31, 2026 or until of the funds in the Affordable Housing Reserve have been awarded.
- (2) All applications must be received by the Municipality by mail, in person, or by e-mail.
- (3) The Affordable Housing Grant consists of two tiers based on the rent being charged:
  - (a) Tier 1: Rent does not exceed 30 percent of the gross annual household income for the duration of time specified in the Contribution Agreement:

A Tier 1 grant base amount of \$20,000 per Affordable Housing Dwelling Unit to a maximum of \$200,000 per project is available to the Applicant that meets the Policy requirements.

An additional \$2,000 per Affordable Housing Dwelling Unit is available in bonus funds for projects that have additional funding is being provided by the Province of Nova Scotia and/or the Government of Canada. A letter from the Province of Nova Scotia and/or the Government of Canada confirming approval of funding shall be submitted to be eligible for bonus funds.

- (b) Tier 2: Rent is 80% or less than the average market rent, as defined by this Policy, for the duration of time specified in the Contribution Agreement:

A Tier 2 grant base amount of \$18,000 per Affordable Housing Dwelling Unit to a maximum of \$160,000 per project is available to the Applicant that meets the Policy requirements.

An additional \$2,000 per Affordable Housing Dwelling Unit is available in bonus funds for projects that have additional funding is being provided by the Province of Nova Scotia and/or the Government of Canada.

Scotia and/or the Government of Canada. A letter from the Province of Nova Scotia and/or the Government of Canada confirming approval of funding shall be submitted to be eligible for bonus funds. Applications will not be considered if construction has already commenced on the project.

- (4) All costs associated with the preparation and submission of an application under this Policy are the responsibility of the Applicant. The Municipality shall not pay any costs incurred by an Applicant in the preparation and submission of an application under this Policy, or any costs incurred in relation to the execution and delivery of a Grant Agreement.

## **8. REQUIRED INFORMATION FOR APPLICATIONS**

- (1) All applications must include:
  - (a) legal names of the property owner(s) are required and if an Applicant is acting on behalf of the owner, property authorization from the owner of the property;
  - (b) a copy of an approved Building and Development Permit;
  - (c) a summary describing the project, including:
    - i. the total number of Affordable Housing Dwelling Units, and the approximate size and number of bedrooms
    - ii. the address and location of the proposed development
  - (d) all sources of other approved funding, whether confirmed or unconfirmed, that will be used to construct the Affordable Housing Dwelling Units;
  - (e) if funding is being provided by the Province of Nova Scotia and/or the Government of Canada, then a letter from them confirming approval or eligibility of such funding shall be submitted;
  - (f) a valid email address for communication by the Municipality
  - (g) any other information that may be required by the CAO, or delegate.

## **9. ELIGIBLE EXPENDITURES**

- (1) The total Affordable Housing Grant cannot comprise more than 50% of the overall construction costs as determined at the time of Building and Development Permit application.

## **10. ALLOCATION OF FUNDS**

- (1) Final approval of all applications for an Affordable Housing Grant, and the amount thereof, is at the sole discretion of the CAO or delegate.
- (2) Notification of the decision of the CAO will be emailed to Applicants after it is made.
- (3) The Affordable Housing Grant is disbursed upon completion of the project and issuance of an Occupancy Permit.
- (4) Substantial revisions to the Building and Development Permit submission attached to an application, including but not limited to the reduction in number of Affordable Housing Dwelling Units, may void the application or require the application be resubmitted.
- (5) Due to limited funds, not all eligible applications may receive funding.
- (6) Affordable Housing Grants will be disbursed in order of successfully completed applications and approval by the CAO or their delegates.

- (7) Should an Affordable Housing Grant expire, the funds allocated to that project will revert to the Affordable Housing Reserve and the next eligible project will be evaluated.
- (8) Prior to payment of any Affordable Housing Grant under this Policy, the Municipality may withhold payment should any of the following be determined:
  - (a) the property taxes and/or water fees for the property have not been paid in full, or,
  - (b) the property is in violation of Municipal By-laws including but not limited to the Building By-law, Land Use By-law, or Municipal Planning Strategy.
- (9) This Policy shall expire upon the disbursement of all budgeted Affordable Housing Reserve funds.
- (10) Staff of the Municipality will provide an information report annually to the Council on the Affordable Housing Grants approved under this Policy.

## **11. CONDITIONS OF APPROVAL AND PAYMENT OF GRANTS**

- (1) A successful Applicant must sign a Contribution Agreement with the Municipality prior to any funds being issued.
- (2) Affordable Housing Grant provided through this Policy will be detailed in the Contribution Agreement.

## **12. CONTRIBUTION AGREEMENT**

- (1) The term of the Contribution Agreement shall not be less than 10 years.
- (2) The Contribution Agreement must be registered on title.
- (3) The Contribution Agreement signed by the parties will be substantially the same as the form agreement attached as Appendix A" to this By-Law and forming part of the By-Law.

## **13. MONITORING AND REPORTING**

- (1) The Applicant must annually provide a statement to the Municipality confirming that each unit remains an Affordable Housing Dwelling Unit as defined by this Policy and subsequent Contribution Agreement.
- (2) Records of all Affordable Housing Grants issued under this Policy shall be maintained by Municipal Staff and the following shall be documented:
  - (a) number and location of Affordable Housing Dwelling Units;
  - (b) construction value of all projects;
  - (c) increased assessment value of participating properties; and
  - (d) confirmation of annual reporting period by successful Applicants.

Approved by Council:

**APPENDIX A  
AFFORDABLE HOUSING GRANT CONTRIBUTION AGREEMENT**

This **AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_

**Between**

**CAPE BRETON REGIONAL MUNICIPALITY**, a body corporate and politic in and for the Province of Nova Scotia hereinafter called the "**MUNICIPALITY**"

-and-

[Property Owner Name], a property owner duly registered on the assessment roll of the Municipality, hereinafter referred to as the "**Property Owner**"

**WHEREAS**, the Municipality has established the Affordable Housing Grant Policy, herein referred to as the "Policy", to increase the number of Affordable Housing Dwelling Units within the Municipality;

**AND WHEREAS**, the Property Owner has applied for an Affordable Housing Grant under the provisions of the Policy for the purpose of [Describe Purpose];

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**1. Property Information**

Name of registered Property Owner:

Address of Property:

Property Identification Number(s):

Mailing Address of Owner:

Name of Agreement Recipient:

Mailing Address of Recipient:

**2. Term of Agreement**

The term of this Agreement shall commence on the date of execution and shall continue for a period 10 years.

**3. Registration on Title**

The Property Owner agrees that the portion of the building or property identified in Section 6 shall only be used for the purposes of providing Affordable Housing Dwelling Units for the term of this Agreement, and that the Agreement shall constitute a charge upon the land.

**4. Transfer of Property Ownership**

(1) The Property Owner covenants to the CBRM that if the Property Owner intends to sell, transfer or assign the Property or if for any reason the Property ceases to be registered in the Property Owner's

name prior to the advance of all of the adjustment, the Property Owner will immediately notify the CAO in writing of such change or proposed change of ownership.

- (2) Repayment as outlined in section 11 shall be required upon the sale, transfer or assignment of the Property, unless, prior to the completion of such sale, transfer or assignment, the Property Owner and the new Property Owner enter into an Agreement with the CBRM, in a form and content satisfactory to the CAO and the CBRM Solicitor, in which it is agreed that the new Property Owner shall have the right to participate in the Affordable Housing Property Tax Adjustment.

**5. Definition of Affordable Rent:**

For the purposes of this Agreement, the Property Owner shall agree that "Affordable Housing Dwelling Unit" shall mean a dwelling unit for which the rent:

- does not exceed 30 percent of the gross annual household income; or
- is at 80% or less than the average market rent as defined by the Canada Mortgage and Housing Corporation (CMHC) for the Municipality.

**6. Grant Amount:**

The Municipality agrees to provide an Affordable Housing Grant to the Property Owner in the amount of \$[Amount] for [Number] Affordable Housing Dwelling Units for the duration of this Agreement.

**7. Use of Funds**

The Property Owner agrees to use the funds received from the Municipality solely for the purpose of [Describe Purpose], in accordance with the Policy.

**8. Eligible Expenditures**

- (1) The Property Owner agrees the Affordable Housing Grant shall only be used for the following expenditures:
- (a) construction costs, materials;
  - (b) construction costs, labour;
  - (c) construction costs, other; at the discretion of the CAO or their delegate; and
  - (d) consultant fees for professional services (e.g. drawings and design)
- (2) The Property Owner agrees the Affordable Housing Grant shall not be use for the cost of individual dwelling unit furnishings, including furniture and appliances, are not eligible. The Property Owner agrees to use the

**9. Terms of Grant Contribution Agreement**

The Property Owner agrees to the following terms and conditions:

- (a) the work identified on the Property Owner's Building and Development Permit application is to be to be completed by [DATE];
- (b) to notify the Municipality if;
  - i. there is a change in scope of the project from that description in the Affordable Housing Grant Application,
  - ii. the project does not proceed, or
  - iii. the project is not completed;
- (c) to maintain [number of Affordable Housing Dwelling Units] as an Affordable Housing Dwelling Units for the duration of this Agreement;

- (d) the rent charge for the duration of this Agreement shall be [select either does not exceed 30 percent of the gross annual household income or is 80% or less than the average market rent as defined by the Canada Mortgage and Housing Corporation (CMHC) for the Municipality];
- (e) provide an annual report to the Municipality confirming the rent charge for each Affordable Housing Dwelling Unit as defined by the Policy and this Agreement by [DATE] each year;
- (f) to notify the Municipality if any Dwelling Units cease to meet the criteria of Affordable Housing Dwelling Units.

**10. Termination:**

This Agreement may be terminated by mutual consent of the parties or by the Municipality if the Property Owner is found to be in breach of any provision herein. Termination of this Agreement shall not relieve the Property Owner of their obligations to repay any amounts owed to the Municipality as outlined in Section 11.

**11. Repayment on a Pro-Rated Basis**

In the event of non-compliance with the terms of this Agreement, including but not limited to failure to complete the project, changes in project scope, non-compliance with affordable housing requirements, failure to report to the Municipality, the property is in a position of tax arrears, property is sold, or misuse of grant funds, the repayment of the grant shall be calculated on a pro-rated basis, together with any applicable costs and interest. The pro-rated amount shall be determined based on the number of years the units remained affordable compared to the agreed-upon duration in the Agreement.

**12. Compliance**

The Property Owner shall comply with all requirements and conditions set forth in the Policy, this Agreement, and any applicable municipal by-laws or regulations.

**13. Schedule**

The following Schedule is attached to and form part of this Agreement:

- Schedule A - Affordable Housing Grant Policy

**14. Notice**

Any notice required to be given by either party to the other shall be given in writing and delivered in person or by facsimile transmission to:

- (a) In the case of the CBRM to:  
Attn: Chief Administrative Officer, CBRM,  
320 Esplanade  
Sydney, Nova Scotia  
B1P 7B9
- (b) In the case of the Applicant to:
- (c) In the case of the Owner to:

Notice shall be deemed to have been received on the day of personal delivery or facsimile transmission if such day is a business day and delivery is made prior to 4:00 p.m. and otherwise on the next business day.

The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

**15. Entire Agreement**

This Agreement and the Schedule attached to it constitute the entire Agreement between the parties and there are no Agreements collateral to it other than as referred to herein and no representations or warranties, express or implied, written or verbal, statutory or otherwise, other than as expressly set forth or referred to in this Agreement.

**16. Municipal Government Act**

Nothing in this Agreement limits or fetters the CBRM in exercising its statutory jurisdiction under the *Municipal Government Act*, or under any other legislative authority or By-law and in the event that the CBRM decides to grant or deny any request or oppose or appeal any decision made pursuant to any such legislation, such action by the CBRM is not in any manner affected or limited by reason of the CBRM entering into this Agreement.

**17. Governing Law**

This Agreement will be exclusively governed, construed, and enforced in accordance with the laws of the Province of Nova Scotia and the Owner agrees to attorn to the jurisdiction of the Province of Nova Scotia.

**18. Waiver and Consent**

No consent or waiver, express or implied, by either party to or of any breach or Default by either party of any or all of its obligations under this Agreement or any amendment of this Agreement will:

- (a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this Agreement;
- (b) be relied upon as a consent or waiver to or of any other breach or Default of the same or any other obligation;
- (c) constitute a general waiver under this Agreement, or
- (d) eliminate or modify the need for a specific consent or waiver pursuant to this section in any other instance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Cape Breton Regional Municipality (CBRM):**

By: [Authorized Signatory] Name: [Name] Title: [Title] Date: [Date]

**Property Owner:**

By: [Authorized Signatory] Name: [Name] Title: [Title] Date: [Date]



**CAPE BRETON**  
REGIONAL MUNICIPALITY



**CBRM**

*A Community of Communities*

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*Cape Breton Regional Municipality*

## **CBRM AFFORDABLE HOUSING PROPERTY TAX ADJUSTMENT POLICY**

### **14. LEGISLATIVE AUTHORITY**

(2) This Policy derives its authority from Section 57(4) of the *Municipal Government Act*.

### **15. PURPOSE**

(1) The purpose of this Policy is to encourage and assist developers in the creation of new Affordable Housing Dwelling Units within the Municipality by providing an annual partial adjustment on property taxes.

### **16. STATEMENT OF POLICY**

(2) This Policy applies to Property Owners who create four or more new Affordable Housing Dwelling Units and agree to keep the units affordable for a period of 10 years.

### **17. DEFINITIONS**

“Actual Taxable Assessed Value” means the Taxable Assessed Value of the Affordable Housing Dwelling Units pursuant to the published assessment roll applicable for the taxation year in which the Tax Adjustment Eligible Assessment is to be determined, subject to any adjustments to taxes arising from assessment appeals or changes to the Taxable Assessed Value made by PVSC through requests for reconsideration.

“Affordable Housing Dwelling Unit” means a dwelling unit for which the rent:

- does not exceed 30 percent of the gross annual household income; or
- is at 80% or less than the average market rent as defined by the Canada Mortgage and Housing Corporation (CMHC) for the Municipality.

“Base Year Taxable Assessed Value” means the Taxable Assessed Value applicable for the taxation year in which a Tax Adjustment Agreement is signed for the eligible property upon which development is to be constructed or completed.

“Canada Mortgage and Housing Corporation (CMHC)” is a Canadian crown corporation that serves as the national housing agency of Canada.

“CFO” means the Chief Financial Officer of the Municipality;

“Dwelling Unit” means one or more habitable rooms designed or intended for use by one or more individuals as an independent and separate housekeeping establishment in which separate kitchen and sanitary facilities are provided for the exclusive use of such individual or individuals, with a private entrance from outside the building or from a common hallway or stairway inside the building. For example, a dwelling unit can be a one-unit dwelling, one of two dwelling units in a two-unit dwelling, or one dwelling unit in an apartment building.

“Municipality” means the Cape Breton Regional Municipality (CBRM);

“Property Owner” means the person named on the assessment roll as responsible for the taxes for the eligible property.

“PVSC” Property Valuation Services Corporation

“Tax Adjustment Eligible Assessment” means the amount calculated using the following formula:

Tax Adjustment Eligible Assessment = Actual Taxable Assessed Value - Base Year Taxable Assessed Value.

“Tax Adjustment Agreement” means an agreement signed between the Municipality and the Property Owner under this Policy which defines the terms and conditions of the property tax adjustment and cannot be altered without prior approval.

## 18. TAX ADJUSTMENT AGREEMENT

- (1) The term of the Tax Adjustment Agreement shall not be greater than 10 years.
- (2) The Tax Adjustment Agreement must be registered on title.
- (3) The Applicant must agree in the Tax Adjustment Agreements to the following items:
  - (g) the portion of the building or property that will be considered under the Tax Adjustment Agreement;
  - (h) duration of the Tax Adjustment Agreement;
  - (i) the process for reporting annually to the Municipality; and
  - (j) to notify the Municipality if Dwelling Units cease to be considered Affordable Housing Dwelling Units in accordance with this Policy.
- (4) The Tax Adjustment Agreement signed by the parties will be substantially the same as the form agreement attached as Appendix A" to this By-Law and forming part of the By-Law.

## 19. AFFORDABLE HOUSING TAX ADJUSTMENT

- (3) A successful Applicant must sign a Tax Adjustment Agreement with the Municipality prior to any property tax adjustment being issued.
- (4) The Tax Adjustment issued through this Policy will be detailed in the Tax Adjustment Agreement.
- (5) The property tax adjustment shall begin on the taxation year after:
  - (a) the issuance of an Occupancy Permit for Affordable Housing Dwelling Unit(s); and
  - (b) the eligible property is first reassessed by PVSC to fully reflect the development that the Property Owner is receiving the property tax adjustment for.

- (4) The property tax adjustment may be provided that:
  - (a) the Applicant provides a documentation to the Municipality confirming that each unit remains an Affordable Housing Dwelling Unit as defined by this Policy and subsequent Tax Adjustment Agreement.
  - (b) there are no outstanding taxes, water rates, or other sums owed to the Municipality with respect to any property within the Municipality that is legally registered in the name of the Applicant;
  - (c) there are no outstanding work orders and/or orders or requests to comply from any municipal or provincial entity; and
  - (d) all other criteria and conditions are met of the Tax Adjustment Agreement.
- (5) All property tax adjustment will cease if during the duration of the Tax Adjustment Agreement if the building is demolished except to expand an eligible use. Tax Adjustment amounts that would have been payable in the year in which the demolition occurs will be adjusted on a pro-rated basis to reflect the date of the demolition and will cease thereafter.
- (6) If the Applicant breaches the terms and conditions outlined in the Tax Adjustment Agreement, the subject property shall be fully taxable in the year in which the breach of conditions occurs and in all subsequent years.
- (7) In case of an assessment appeal to PVSC, the Municipality reserves the right to withhold any forthcoming property tax adjustment pending final disposition of the appeal.
- (8) For Applicants on preauthorized payment arrangements, once the property tax adjustment has been processed, the total taxes levied, net of the adjustment for the taxation year must be paid no later than March 31. Failing this condition, the adjustment shall be reversed, and interest will be assessed on the balance owing.

## **20. PROPERTY TAX ADJUSTMENT AVAILABILITY**

- (1) The property tax adjustment issued under this Policy is based on the amount of property tax collected on the increased taxable assessment resulting from a development containing Affordable Housing Dwelling Unit(s).
- (2) The property tax adjustment offered under this Policy shall only apply to the residential portion of any project that meet the criteria of Affordable Housing Dwelling Units outlined in the Tax Adjustment Agreement.
- (3) The property tax adjustment offered under this Policy shall only apply to properties containing four or more Affordable Housing Dwelling Units.
- (4) The CFO shall conclusively determine the portion of the development and individual Affordable Housing Dwelling Units used in the calculation Actual Taxable Assessed Value.
- (5) The Municipality will offer a diminishing property adjustment tax for on all new Affordable Housing Dwelling Units outlined in a Tax Adjustment Agreement for a period up to 10 years. The increase in property tax which results from all new Affordable Housing Dwelling Units shall be diminished by:
  - 90% municipal property tax in years 1-2

- 75% municipal property tax in years 3-4
- 60% municipal property tax in years 5-6
- 45% municipal property tax in Year 7-8
- 30% municipal property tax in Year 9-10

## **21. ADJUSTMENTS BASED ON FILE ASSESSMENT**

In the event there are any subsequent changes in the total taxes payable in any year due to reductions resulting from assessment appeals, and where such tax changes occur after property tax adjustment amounts have been paid, future year property tax adjustment entitlements may be reduced accordingly. Any overpayment of property tax adjustment amounts arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Municipality.

## **22. APPLICATION REQUIREMENTS**

- (1) All applications must be received by the Municipality by mail, in person, or by e-mail.
- (2) All applications must include:
  - (a) legal names of the Property Owner(s) are required and if an Applicant is acting on behalf of the owner, property authorization from the owner of the property;
  - (b) a copy of an approved Building and Development Permit and proof an Occupancy Permit has been issued;
  - (c) a summary describing the project, including:
    - iii. the total number of Affordable Housing Dwelling Units, and the approximate size and number of bedrooms
    - iv. the address and location of the proposed development
  - (d) verification to the satisfaction of the CFO that that the property contains four or more Affordable Housing Dwelling Unit(s) as outlined by this Policy;
  - (e) documentation demonstrating that there has been an increase in the property tax assessment and showing the amount of the increase over the beginning year;
  - (f) a valid email address for communication by the Municipality; and
  - (g) any other information that may be required by the CFO, or delegate.

## **23. STAGE DEVELOPMENT**

In the case of a staged development, where one portion of a property is developed in advance of others, each portion of the property will be treated as a separate eligible property. The first property tax adjustment will be based on the Tax Adjustment Eligible Assessment arising from the increased assessment on the first portion of the development. As other portions of the eligible property are developed, and which result in further assessment increases, the Property Owner may apply to further participate based on the additional Tax Adjustment Eligible Assessment, subject to the continued availability of this Policy and the Property Owner's ability to meet the eligibility requirements and property tax adjustment entitlements in place at that time.

## **24. POLICY REVIEW OR REPEAL**

- (1) This Policy shall be reviewed by the CBRM within six years of its coming into force to ensure the purpose of the Policy is still being met.

- (2) If this Policy, or any portion thereof, is repealed, any Applicant who has entered into a Tax Adjustment Agreement prior to the date of the repeal will continue to until the duration agreement has been completed be, despite its whole or partial repeal.
  
- (3) In the event of a repeal, the Applicants who are accepted into the program as of the date of the repeal, this Policy will continue to be in force and effect only for the limited purpose of providing for the continuation of the Tax Adjustment Agreement for those Applicants until the ten-year term is completed.

Approved by Council:

APPENDIX A  
AFFORDABLE HOUSING PROPERTY TAX ADJUSTMENT AGREEMENT

This AGREEMENT made this     day of \_\_\_\_\_, A.D. 20\_\_

Between

CAPE BRETON REGIONAL MUNICIPALITY, a body corporate and politic in and for the Province of Nova Scotia hereinafter called the "MUNICIPALITY"

-and-

[Property Owner Name], a property owner duly registered on the assessment roll of the Municipality, hereinafter referred to as the "Property Owner"

WHEREAS, the Municipality has established an Affordable Housing Property Tax Adjustment Policy (the "Policy") to encourage and assist developers in the creation of new Affordable Housing Dwelling Units within the Municipality by providing an annual partial adjustment on property taxes; and

WHEREAS, the Property Owner intends to create [Number] new Affordable Housing Dwelling Units within the Municipality and has agreed to keep the units affordable for a period of 10 years in accordance with the terms of the Policy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

**1. Property Information**

- Name of registered Property Owner:
- Address of Property:
- Property Identification Number(s):
- Mailing Address of Owner:
- Name of Agreement Recipient:
- Mailing Address of Recipient:

**2. Term of Agreement**

The term of this Agreement shall commence on the date of execution and shall continue for a period 10 years.

**3. Registration on Title**

The Property Owner agrees that the portion of the building or property identified in Section 6 shall only be used for the purposes of providing Affordable Housing Dwelling Units for the term of this Agreement, and that the agreement shall constitute a charge upon the land.

**4. Assignment**

- (3) The Property Owner covenants to the CBRM that if the Property Owner intends to sell, transfer or assign the Property or if for any reason the Property ceases to be registered in the Property Owner's name prior to the advance of all of the adjustment, the Property Owner will immediately notify the CAO in writing of such change or proposed change of ownership.
- (4) Property tax adjustments shall cease upon the sale, transfer or assignment of the Property, unless, prior to the completion of such sale, transfer or assignment, the Property Owner and the new Property Owner enter into an Agreement with the CBRM, in a form and content satisfactory to the CAO and the CBRM Solicitor, in which it is agreed that the new Property Owner shall have the right to participate in the Affordable Housing Property Tax Adjustment.

**5. Definition of Affordable Housing Dwelling Unit**

For the purposes of this Agreement, the Property Owner shall agree that "Affordable Housing Dwelling Unit" shall mean a dwelling unit for which the rent:

- does not exceed 30 percent of the gross annual household income; or
- is at 80% or less than the average market rent as defined by the Canada Mortgage and Housing Corporation (CMHC) for the Municipality.

**6. Terms of Tax Adjustment Agreement**

The Property Owner agrees to the following terms and conditions:

- (a) the portion of the building or property covered eligible for a property tax adjustment shall be \_\_\_\_\_ m<sup>2</sup>;
- (b) [number of Affordable Housing Dwelling Units] are eligible for a property tax adjustment;
- (c) to maintain [number of Affordable Housing Dwelling Units] as an Affordable Housing Dwelling Units for the duration of this Agreement;
- (d) the rent charge for the duration of this Agreement shall be [select either does not exceed 30 percent of the gross annual household income or is 80% or less than the average market rent as defined by the Canada Mortgage and Housing Corporation (CMHC) for the Municipality]
- (e) provide an annual report to the Municipality confirming the rent charge for each Affordable Housing Dwelling Unit as defined by the Policy and this Agreement by [DATE] each year; and
- (f) to notify the Municipality if any Dwelling Units cease to meet the criteria of Affordable Housing Dwelling Units.

**7. Property Tax Adjustment**

The Property Owner shall receive a property tax adjustment subject to compliance with the terms and conditions of the Policy and this Agreement.

**8. Diminishing Property Tax Adjustment**

Based on the Policy, the increase in property tax which results from all new Affordable Housing Dwelling Units as identified in Subsection 6(b) shall be diminished for a period up to 10 years at the following rates:

- 90% municipal property tax in years 1-2
- 75% municipal property tax in years 3-4
- 60% municipal property tax in years 5-6
- 45% municipal property tax in Year 7-8
- 30% municipal property tax in Year 9-10

**9. Compliance**

The Property Owner shall comply with all requirements and conditions set forth in the Policy, this Agreement, and any applicable municipal by-laws or regulations.

**10. Breach of Agreement**

In the event of a breach of this Agreement by the Property Owner, the property shall become fully taxable in the year in which the breach occurs and in all subsequent years.

**11. Review and Appeals**

The Municipality reserves the right to review and withhold property tax adjustments pending the final disposition of any assessment appeals.

**12. Policy Repeal**

In the event the Policy is repealed by the Municipality, this Agreement shall continue until its completion.

**13. Dissolution of Agreement**

Either party may request to dissolve this Agreement by providing written notice to the other party. The requesting party must provide a valid reason for the dissolution request. Upon receipt of such notice, the parties shall enter into good faith negotiations to resolve any issues or concerns. If the parties are unable to reach a mutually agreeable resolution within [number] days of receipt of the notice, either party may seek appropriate legal remedies available under the law. Upon dissolution of the Agreement, any remaining property tax adjustments shall cease, and the property shall become fully taxable from the date of dissolution forward.

**14. Schedule**

The following Schedule is attached to and form part of this Agreement:

- Schedule A - Affordable Housing Property Tax Adjustment Policy

**15. Notice**

Any notice required to be given by either party to the other shall be given in writing and delivered in person or by facsimile transmission to:

- (a) In the case of the CBRM to:  
Attn: Chief Administrative Officer, CBRM,  
320 Esplanade  
Sydney, Nova Scotia  
B1P 7B9

- (b) In the case of the Applicant to:

(c) In the case of the Owner to:

Notice shall be deemed to have been received on the day of personal delivery or facsimile transmission if such day is a business day and delivery is made prior to 4:00 p.m. and otherwise on the next business day. The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

**16. Entire Agreement**

This Agreement and the Schedule attached to it constitute the entire Agreement between the parties and there are no agreements collateral to it other than as referred to herein and no representations or warranties, express or implied, written or verbal, statutory or otherwise, other than as expressly set forth or referred to in this Agreement.

**17. Municipal Government Act**

Nothing in this Agreement limits or fetters the CBRM in exercising its statutory jurisdiction under the *Municipal Government Act*, or under any other legislative authority or By-law and in the event that the CBRM decides to grant or deny any request or oppose or appeal any decision made pursuant to any such legislation, such action by the CBRM is not in any manner affected or limited by reason of the CBRM entering into this Agreement.

**18. Governing Law**

This Agreement will be exclusively governed, construed, and enforced in accordance with the laws of the Province of Nova Scotia and the Owner agrees to attorn to the jurisdiction of the Province of Nova Scotia.

**19. Waiver and Consent**

No consent or waiver, express or implied, by either party to or of any breach or Default by either party of any or all of its obligations under this Agreement or any amendment of this Agreement will:

- (e) be valid unless it is in writing and stated to be a consent or waiver pursuant to this Agreement;
- (f) be relied upon as a consent or waiver to or of any other breach or Default of the same or any other obligation;
- (g) constitute a general waiver under this Agreement, or
- (h) eliminate or modify the need for a specific consent or waiver pursuant to this section in any other instance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Cape Breton Regional Municipality (CBRM):**

By: [Authorized Signatory] Name: [Name] Title: [Title] Date: [Date]

**Property Owner:**

By: [Authorized Signatory] Name: [Name] Title: [Title] Date: [Date]

**Bi Centennial Arena Asset Transfer**

**Motion:**

Moved by Councillor Paruch, seconded by Councillor Green, that CBRM provide documentation agreeing to an asset transfer (Tomorrows Legends) giving them the ability to apply for funding. The document should reflect the interests of the CBRM and ensure the asset remains in CBRM's possession if the funding does not come through, as well as the terms of the transfer if they are successful.

**Discussion:**

Council and staff discussed whether or not a feasibility Study was completed. Staff will meet with the proponent to discuss what is required to move forward.

**Motion Carried.**



# **CBRM**

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**Cape Breton Regional Municipality**

## **Issue Paper**

**Date:** March 21, 2024

**To:** Mayor and Council

**From:** Kirk Durning – Director of Parks, Recreation, Buildings and Facilities

**Re:** Request to Deem Property Surplus – Centennial/Bi-Centennial Complex  
Portion of PIDs 15092554, 15092570 and 15538077

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### **BACKGROUND**

At the July 12, 2022, meeting, Council approved a motion for staff to provide documentation agreeing to an asset transfer to Tomorrows Legends giving them the ability to apply for funding to develop the Centennial Arena into a multi-use court sport facility.

Following the meeting, a letter was given to the organization providing confirmation of asset transfer pending funding approval, allowing for application to the Green and Inclusive Community Buildings funding program through the Federal Government.

### **DISCUSSION**

As per the funding announcement on March 4th, 2024, The Tomorrows Legends organization received 2.1 million dollars from the Federal Government for the project and are requesting CBRM sell the asset to them for a dollar.

An internal staff review was completed, and it was determined that the Centennial/Bi-Centennial complex could be deemed surplus and sold to the Tomorrows Legends organization as per the intent of the motion of Council on July 12th, 2022.

The proposed sale for a dollar would be subject to subdivision approval and will require public hearing as per the MGA. See attachment A for proposed property boundaries.

**RECOMMENDATION**

Staff recommends that council pass a motion declaring the Centennial/Bi-Centennial complex surplus and schedule a public hearing to consider the sale of the property to Tomorrow Legends for the sum of one dollar.

**SUBMITTED BY:**

Kirk Durning  
Director of Parks, Recreation, Buildings and Facilities



- Proposed New Property Boundaries
- Lot Parcel Boundaries





# **CBRM**

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## **ISSUE PAPER**

**TO:** Mayor and Council

**FROM:** Sheila Kolanko – Property Manager

**SUBJECT:** Request to deem CBRM property Surplus  
PID 15368632 – South Head (District 8)

**DATE:** March 26<sup>th</sup>, 2024

---

### **REQUEST:**

CBRM received a letter of interest from Environment and Climate Change Canada seeking to purchase a CBRM property situated at South Head. The property is identified as PID 15368632 and outlined in yellow on the attached map (Attachment “A”).

### **INFORMATION:**

The subject property lies adjacent to property currently registered to Her Majesty The Queen, represented by the Department of Environment as outlined in blue on the attached map (Attachment “A”). They are looking to acquire the lands for migratory bird and wetland habitat protection under the Government of Canada’s Nature Legacy program.

### **INTERNAL REVIEW:**

In 2000, the subject property was vested into the Municipality through a tax sale. Staff has determined the property is not required for municipal purposes and therefore recommend it be deemed surplus.

### **RECOMMENDATION:**

It is staff’s recommendation to Council to pass a Motion declaring the lands, identified herein as PID 15368632, surplus for sale at market value.

Respectively Submitted,

**ORIGINAL SIGNED BY**

Sheila Kolanko  
Property Manager

# ATTACHMENT "A"



PID 15368632 - Owner: CBRM  
approx 33,300 sq. m



PIDs 15368699, 15536063, 15892144, 15892151  
Owner: HMTQ - Federal Dept. of Environment

Summary

Statement of Revenue

January 31, 2024

Revenue	Year To Date Assigned	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
Total Taxes	109,411,080	108,675,903	735,177	130,411,084	21,000,004
Total Federal Government	2,666,155	2,666,155	-	3,199,385	533,231
Total Federal Government Agencies	645,560	645,560	-	774,672	129,111
Total Provincial Government	1,793,254	1,793,255	-	2,151,906	358,652
Total Provincial Government Agencies	3,354,587	3,354,478	109	4,025,373	670,786
Total Services to Other Local Government	975,966	975,966	-	1,171,159	195,193
Total Transit	1,961,923	1,815,833	146,090	2,107,000	145,077
Total Environmental Development Services	320,373	208,750	111,623	250,500	7,450
Total Licenses & Permits	152,081	123,750	28,331	148,500	(3,581)
Total Fines & Fees	654,683	759,425	(104,742)	911,310	136,885
Total Rentals	425,429	436,064	(10,635)	523,277	97,848
Total Concessions & Franchises	610,240	662,917	(52,677)	795,500	146,596
Total Interest	2,691,630	1,262,500	1,429,130	1,515,000	(1,176,630)
Total Finance Revenue	34,125	29,167	4,958	35,000	875
Total Solid Waste Revenue	2,530,162	2,401,233	128,929	3,010,000	479,838
Total Recreation & Cultural Service Programs	920,091	1,384,583	(464,492)	1,661,500	926,669
Total Water Utility Charges	4,208,784	4,208,784	-	5,050,540	841,757
Total Unconditional Transfers	13,148,084	13,196,532	(48,448)	15,835,838	2,687,754
Total Conditional Transfers	348,333	348,333	-	418,000	69,667
Total Extraordinary Revenue	1,972,824	-	1,972,824	-	(1,972,824)
<b>Year To Date Assigned</b>	<b>\$ 148,825,364</b>	<b>\$ 144,949,188</b>	<b>\$ 3,876,177</b>	<b>\$ 173,995,545</b>	<b>\$ 25,274,357</b>

Departmental

Reviewed

Summary

Statement of Expenditures

January 31, 2024

Expenditures	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
Legislative	1,207,048	1,359,493	152,444	1,629,933	422,885
Administration	353,139	383,548	30,409	462,452	109,313
Finance	2,371,937	2,929,407	557,470	3,419,887	1,047,950
Legal	2,479,031	2,587,797	108,766	2,717,266	235,135
Human Resources	1,021,509	1,232,411	210,901	1,487,476	465,967
Technology & Communications	3,079,257	3,479,057	399,799	4,187,983	1,108,726
Municipal Clerk	278,015	395,283	117,269	576,707	298,692
Fiscal Services	29,008,097	29,284,776	276,678	33,986,180	4,978,083
Police Services	23,497,843	25,294,569	1,796,726	30,500,486	7,002,643
Fire Services (Incl EMO)	16,375,805	15,881,311	(494,494)	18,875,742	2,499,937
Engineering & Public Works	48,725,454	47,500,490	(1,224,964)	58,165,336	9,439,882
Planning	2,667,124	2,969,185	302,061	3,589,859	922,735
Facilities C200 & Arenas	4,351,875	3,724,853	(627,023)	4,409,505	57,630
Parks & Grounds	2,745,674	2,802,672	56,999	3,318,875	573,201
Buildings	2,839,600	3,005,625	166,024	3,611,363	841,085
Recreation	2,163,235	2,135,092	(28,143)	3,056,495	893,260

**Total expended to date**      \$ 143,164,643      \$ 144,965,567      \$ 1,800,923      \$ 173,995,545      \$ 30,897,124

Departmental

Reviewed

**Legislative**

**Statement of Expenditures**

**January 31, 2024**

	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
<b>Legislative</b>					
6000 WAGES/SALARIES	663,679	918,414	54,735	1,107,164	243,485
6010 BENEFITS	138,973	165,509	26,536	200,149	61,176
6030 TRAVEL/CONFERENCES	67,810	91,667	23,857	110,000	42,190
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	24,783	73,746	48,963	88,495	63,712
6050 OFFICE SUPPLIES	8,733	10,333	1,601	12,400	3,667
6060 OFFICE EQUIPMENT	6,821	4,563	(2,237)	5,500	(1,321)
6080 ADVERTISING	16,752	14,500	(2,251)	14,500	(2,252)
6100 COURIER	49	208	159	250	201
6110 TELEPHONE/FAX	28,081	24,563	(3,497)	29,500	1,419
6120 PUBL/SUBSCRIPTIONS	3,230	2,542	(688)	2,875	(355)
6130 COMPUTER HARDWARE	2,663	5,500	2,837	6,600	3,937
6150 MEETING EXPENSES	17,394	22,917	5,523	27,500	10,106
6170 PROMOTION	24,990	24,990	-	25,000	10
8100 PROFESSIONAL SERVICES	3,092	-	(3,092)	-	(3,092)
<b>Total expended to date</b>	<b>\$ 1,207,048</b>	<b>\$ 1,359,493</b>	<b>\$ 152,444</b>	<b>\$ 1,629,933</b>	<b>\$ 422,885</b>

Departmental

Finance

	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
CAO					
6000 WAGES/SALARIES	243,421	243,922	502	294,976	51,555
6010 BENEFITS	34,367	42,670	8,303	51,601	17,234
6020 TRAINING/EDUCATION	-	2,750	2,750	3,300	3,300
6030 TRAVEL/CONFERENCES	9,909	16,667	6,757	20,000	10,091
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	1,747	1,747	-	1,800	53
6050 OFFICE SUPPLIES	1,010	2,333	1,323	2,800	1,790
6080 ADVERTISING	-	-	-	-	-
6110 TELEPHONE/FAX	1,615	2,500	885	3,000	1,385
6120 PUBLICATIONS/SUBSCRIPTIONS	-	396	396	475	475
6150 MEETING EXPENSES	3,896	3,896	-	4,500	604
6170 PROMOTION	3,120	4,167	1,047	5,000	1,881
8100 PROFESSIONAL SERVICES	54,054	62,500	8,446	75,000	20,946
<b>Total expended to date</b>	<b>\$ 353,139</b>	<b>\$ 383,548</b>	<b>\$ 30,409</b>	<b>\$ 462,452</b>	<b>\$ 109,313</b>

Departmental

Finance

Statement of Expenditures

	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
<b>Finance</b>					
6000 WAGES/SALARIES	1,559,017	1,709,427	150,410	2,066,571	507,554
6010 BENEFITS	330,695	362,489	31,804	438,371	107,676
6020 TRAINING/EDUCATION	8,283	11,593	3,301	13,000	4,717
6000 TRAVEL/CONFERENCES	13,204	13,204	-	13,500	296
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	1,088	3,375	2,287	4,050	2,962
6050 OFFICE SUPPLIES	16,575	11,900	(4,675)	11,900	(4,675)
6060 OFFICE EQUIPMENT	4,345	6,667	2,321	8,000	3,654
6080 ADVERTISING	30,403	31,250	847	37,500	7,097
6090 POSTAGE	149,660	149,660	-	186,000	36,340
6100 COURIER	27,457	18,250	(9,207)	16,250	(9,207)
6110 TELEPHONE/FAX	13,140	13,417	277	16,100	2,950
6130 COMPUTER HARDWARE	17,381	13,700	(3,681)	13,700	(3,681)
6140 COMPUTER SOFTWARE	52,016	50,280	(1,736)	50,280	(1,736)
6180 COST RECOVERY	(349,088)	(325,000)	24,088	(325,000)	24,088
8010 OPERATIONAL MATERIALS/SUPPLIES	2,984	5,833	2,849	7,000	4,016
8100 PROFESSIONAL SERVICES	49,882	49,852	-	57,155	7,303
8110 CONTRACTS/AGREEMENTS	49,095	48,400	(694)	48,400	(695)
8120 LEASES	19,099	15,100	(3,999)	15,100	(3,999)
8180 TAX EXEMPT/WRITE OFF	376,721	740,000	363,279	740,000	363,279
<b>Total expended to date</b>	<b>\$ 2,371,937</b>	<b>\$ 2,929,407</b>	<b>\$ 557,471</b>	<b>\$ 3,419,887</b>	<b>\$ 1,047,950</b>

Departmental

Finance

Statement of Expenditures

January 31, 2024

Legal	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	366,322	424,322	58,000	513,133	146,811
6010 BENEFITS	71,677	92,725	21,048	112,133	40,456
6020 TRAINING/EDUCATION	365	5,417	5,052	6,500	6,135
6030 TRAVEL/CONFERENCES	4,849	4,500	(349)	4,500	(349)
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	13,624	15,000	1,376	15,000	1,376
6050 OFFICE SUPPLIES	1,789	2,917	1,128	3,500	1,711
6060 OFFICE EQUIPMENT	253	1,833	1,580	2,200	1,947
6070 PHOTOCOPYING SUPPLIES	1,097	2,917	1,819	3,500	2,403
6080 ADVERTISING	932	2,083	1,151	2,500	1,568
6100 COURIER	288	667	379	800	512
6110 TELEPHONE/FAX	3,142	3,333	191	4,000	858
6120 PUBLICATIONS/SUBSCRIPTIONS	17,997	15,000	(2,997)	15,000	(2,997)
6130 COMPUTER HARDWARE	-	3,333	3,333	4,000	4,000
6150 MEETING EXPENSES	-	417	417	500	500
6160 LIABILITY INSURANCE	1,938,822	1,930,000	(8,822)	1,930,000	(8,822)
8100 PROFESSIONAL SERVICES	60,973	83,333	22,360	100,000	39,027
<b>Total expended to date</b>	<b>\$ 2,479,031</b>	<b>\$ 2,587,797</b>	<b>\$ 108,766</b>	<b>\$ 2,717,266</b>	<b>\$ 235,135</b>

Departmental \_\_\_\_\_ Finance \_\_\_\_\_

Human Resources

Statement of Expenditures

January 31, 2024

	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
<b>Human Resources</b>					
6000 WAGES/SALARIES	729,465	838,230	108,765	1,013,674	284,209
6010 BENEFITS	154,266	182,297	28,031	220,452	66,186
6020 TRAINING/EDUCATION	3,758	8,208	4,450	9,850	6,092
6030 TRAVEL/CONFERENCES	5,706	14,583	8,877	17,500	11,794
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	2,423	2,000	(423)	2,000	(423)
6050 OFFICE SUPPLIES	10,042	12,500	2,458	15,000	4,958
6060 OFFICE EQUIPMENT	250	2,083	1,833	2,500	2,250
6080 ADVERTISING	661	2,500	1,839	3,000	2,339
6110 TELEPHONE/FAX	8,470	8,469	-	10,000	1,530
6120 PUBLICATIONS/SUBSCRIPTIONS	780	2,500	1,720	3,000	2,220
6130 COMPUTER HARDWARE	4,553	5,000	447	6,000	1,447
6140 COMPUTER SOFTWARE	-	417	417	500	500
6150 MEETING EXPENSES	4,363	5,417	1,054	6,500	2,137
8100 PROFESSIONAL SERVICES	90,231	141,667	51,436	170,000	79,769
8110 CONTRACTS/AGREEMENTS	6,540	6,540	-	7,500	960
<b>Total expended to date</b>	<b>\$ 1,021,509</b>	<b>\$ 1,232,411</b>	<b>\$ 210,902</b>	<b>\$ 1,487,476</b>	<b>\$ 465,967</b>

Departmental

Finance

**Technology Including  
911 Comm Centre**

**Statement of Expenditures**

**January 31, 2024**

Technology/Communications	Year to date Expended	10 Month		10 Month		Annual Budget	Annual Budget Remaining
		Budget	Variance	Budget	Variance		
6000 WAGES/SALARIES	1,827,690	2,036,790	209,100	2,463,095	635,405		
6010 BENEFITS	371,302	438,082	66,780	529,773	158,471		
6020 TRAINING/EDUCATION	16,793	20,448	3,654	24,500	7,707		
6030 TRAVEL/CONFERENCES	15,181	15,642	461	17,000	1,819		
6040 PROFESSIONAL MEMBERSHIP/DUES	1,512	2,000	488	2,200	688		
6050 OFFICE SUPPLIES	15,688	5,800	(9,888)	5,800	(9,888)		
6060 OFFICE EQUIPMENT	9,397	10,833	1,436	13,000	3,603		
6080 ADVERTISING	3,129	3,750	622	4,000	871		
6110 TELEPHONE/FAX	94,803	125,167	30,363	150,200	55,397		
6130 COMPUTER HARDWARE	77,280	150,000	72,720	180,000	102,720		
6140 COMPUTER SOFTWARE	305,017	370,000	64,983	444,000	138,983		
6150 MEETING EXPENSES	1,817	1,000	(816)	1,000	(817)		
7010 ELECTRICAL	9,860	8,750	(1,110)	10,500	640		
7070 BLDG/FACILITY RENTAL	41,100	41,667	567	50,000	8,900		
8040 COMM EQUIPMENT LINES	717	7,083	6,367	8,500	7,783		
8100 PROFESSIONAL SERVICES	821	8,333	7,512	10,000	9,179		
8110 CONTRACTS/AGREEMENTS	112,582	55,625	(56,957)	63,350	(49,232)		
8120 LEASES SAP	89,170	89,170	-	101,365	12,195		
8130 LICENSES/PERMITS	85,400	88,917	3,517	109,700	24,300		
<b>Total expended to date</b>	<b>\$ 3,079,257</b>	<b>\$ 3,479,057</b>	<b>\$ 399,799</b>	<b>\$ 4,187,983</b>	<b>\$ 1,108,726</b>		

**Departmental**

**Finance**

**Municipal Clerk**

**Statement of Expenditures**

**January 31, 2024**

	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
<b>Municipal Clerk</b>					
6000 WAGES/SALARIES	187,856	248,884	61,028	300,976	113,120
6010 BENEFITS	38,745	52,680	13,935	63,706	24,961
6020 TRAINING/EDUCATION	474	4,583	4,110	5,500	5,026
6030 TRAVEL/CONFERENCES	4,232	5,417	1,185	6,500	2,268
6040 PROFESSIONAL MEMBERSHIP/DUES	600	604	5	725	125
6050 OFFICE SUPPLIES	2,313	2,500	187	3,000	687
6060 OFFICE EQUIPMENT	1,652	1,667	15	2,000	348
6070 PHOTOCOPYING SUPPLIES	16,723	20,000	3,277	24,000	7,277
6080 ADVERTISING	2,602	750	(1,852)	750	(1,852)
6100 COURIER	-	625	625	750	750
6110 TELEPHONE/FAX	2,520	2,917	397	3,500	980
6120 PUBLICATIONS/SUBSCRIPTIONS	1,740	1,740	-	1,800	60
6130 COMPUTER HARDWARE	2,187	5,417	3,230	6,500	4,313
6140 COMPUTER SOFTWARE	5,160	35,417	30,257	42,500	37,340
6150 MEETING EXPENSES	11,213	12,083	870	14,500	3,287
8110 CONTRACTS/AGREEMENTS	-	-	-	100,000	100,000
<b>Total expended to date</b>	<b>\$ 278,015</b>	<b>\$ 395,283</b>	<b>\$ 117,268</b>	<b>\$ 576,707</b>	<b>\$ 298,692</b>

Departmental

Finance

**Fiscal Services**

**Statement of Expenditures**

**January 31, 2024**

	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
<b>Fiscal Services</b>					
9010 INTEREST ON SHORT TERM BORROWING	33,568	333,333	299,766	400,000	366,432
9020 INTEREST ON LONG TERM DEBT	1,283,948	1,283,948	-	1,346,399	62,451
9050 PRINCIPLE ON LONG TERM DEBT	8,796,065	8,796,065	-	8,796,065	-
9052 DEBT/CAPITAL BOND DISC	-	-	(11,068)	98,000	98,000
9090 BANK CHARGES	61,068	50,000	-	60,000	(1,068)
9200 ALLOWANCE FOR UNCOLLECTABLE TAXES	-	-	-	700,000	700,000
9420 APPROPRIATION TO CAPITAL FUND	75,000	75,000	-	90,000	15,000
9430 APPROPRIATION TO B.I.D.C.s	164,775	152,756	(12,019)	183,307	18,532
9600 PROVINCIAL CORRECTIONS	946,456	946,456	-	1,135,747	189,291
9610 CAPE BRETON REGIONAL HOUSING	2,151,037	2,151,036	-	2,581,244	430,207
9620 REGIONAL LIBRARY	586,500	586,500	-	703,800	117,300
9630 CAPE BRETON/VICTORIA SCHOOL BOARD	13,775,257	13,775,256	-	16,530,308	2,755,051
9640 PROPERTY ASSESSMENT COSTS	1,134,425	1,134,425	-	1,361,310	226,885
<b>Total expended to date</b>	<b>\$ 29,008,097</b>	<b>\$ 29,284,776</b>	<b>\$ 276,679</b>	<b>\$ 33,986,180</b>	<b>\$ 4,978,083</b>

Departmental

Finance

**Police Services**

**Statement of Revenue**

**January 31, 2024**

Police Services Revenue	Year to date Assigned	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
4751 RECORDS INQUIRIES	111,460	166,667	(55,207)	200,000	88,540
5151 FINES	224,374	187,500	36,874	225,000	626
<b>Total Revenue to date</b>	<b>\$ 335,834</b>	<b>\$ 354,167</b>	<b>\$ (18,333)</b>	<b>\$ 425,000</b>	<b>\$ 89,166</b>

Departmental

Finance

Police Services

Statement Expenditures

January 31, 2024

	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
<b>Police Services</b>					
GL-6000, 6010, & 6011 WAGES & BENEFITS NET OF COST RECOVERY	20,402,561	22,366,044	1,963,483	27,049,916	6,647,355
6020 TRAINING/EDUCATION	218,995	170,000	(48,995)	170,000	(48,995)
6030 TRAVEL/CONFERENCES	55,154	58,333	3,179	70,000	14,846
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	1,993	4,167	2,174	5,000	3,007
6050 OFFICE SUPPLIES	40,398	40,398	-	45,000	4,602
6060 OFFICE EQUIPMENT	74,018	53,000	(21,019)	53,000	(21,018)
6070 PHOTOCOPIING SUPPLIES	6,671	8,333	1,663	10,000	3,329
6080 ADVERTISING	3,987	4,167	180	5,000	1,013
6100 COURIER	8,612	12,500	3,888	15,000	6,388
6110 TELEPHONE/FAX	170,527	175,000	4,473	210,000	39,473
6120 PUBLICATIONS/SUBSCRIPTIONS	6,779	6,000	(779)	6,000	(779)
6130 COMPUTER HARDWARE	128,835	180,833	51,998	217,000	88,165
6140 COMPUTER SOFTWARE	88,829	100,000	11,171	120,000	31,171
6150 MEETING EXPENSES	8,058	9,583	1,525	11,500	3,442
6170 PROMOTION	8,321	9,167	846	11,000	2,679
7000 HEAT	18,209	26,667	8,458	32,000	13,791
7010 ELECTRICAL	89,648	93,750	4,102	112,500	22,852
7020 WATER	4,011	5,833	1,822	7,000	2,989
7030 BUILDING/FACILITY MAINTENANCE	98,759	83,000	(15,760)	83,000	(15,759)
7040 BUILDING FACILITY REPAIR	185,218	15,000	(170,218)	15,000	(170,218)
7060 BUILDING/FACILITY RENOVATION	2,538	12,500	9,962	15,000	12,462
7070 BUILDING/FACILITY RENTAL	25,364	25,364	-	28,000	2,636
7110 SECURITY	1,499	1,667	168	2,000	501
7500 VEHICLE/EQUIPMENT MAINTENANCE	21,528	21,528	-	23,000	1,472
7505 GASOLINE & DIESEL	417,331	416,667	(664)	500,000	82,669
7510 VEHICLE/EQUIPMENT REPAIRS	289,977	289,977	-	300,000	10,023
7530 VEHICLE/EQUIPMENT REPLACEMENT	428,655	428,654	-	580,000	151,345
7540 VEHICLE/EQUIPMENT RENTAL	-	1,667	1,667	2,000	2,000
7550 VEHICLE/EQUIPMENT TOWING	542	4,167	3,624	5,000	4,458
8000 OPERATIONAL EQUIPMENT	112,630	112,630	-	135,000	22,370
8010 OPERATIONAL MATERIALS/SUPPLIES	63,935	112,500	48,565	135,000	71,065
8020 MAINTENANCE EQUIPMENT	999	6,308	5,309	7,570	6,571
8090 UNIFORMS/CLOTHING	126,907	145,833	18,926	175,000	48,093
8110 PROFESSIONAL SERVICES	248,494	135,000	(113,494)	135,000	(113,494)
8110 CONTRACTS/AGREEMENTS	10,022	25,000	14,978	30,000	19,978
8125 MAJOR INVESTIGATIONS	102,841	108,333	5,493	130,000	27,159
8150 GRANTS/SUBSIDIES TO ORGANIZATIONS	25,000	25,000	-	50,000	25,000
<b>Total expended to date</b>	<b>\$ 23,497,843</b>	<b>\$ 25,294,569</b>	<b>\$ 1,796,726</b>	<b>\$ 30,500,486</b>	<b>\$ 7,002,643</b>

Departmental

Finance

Fire Services

Statement of Expenditures

January 31, 2024

	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	6,090,035	5,363,941	(706,094)	6,487,936	407,901
6010 BENEFITS	1,100,460	1,162,061	61,602	1,402,430	301,970
6011 MISCELLANEOUS BENEFITS	33,735	22,485	(11,250)	26,982	(6,753)
6020 TRAINING/EDUCATION	51,301	143,554	92,252	172,264	120,963
6030 TRAVEL/CONFERENCES	32,810	39,500	6,690	47,400	14,590
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	5,327	10,249	4,922	12,299	6,972
6050 OFFICE SUPPLIES	8,619	10,042	1,422	12,050	3,431
6060 OFFICE EQUIPMENT	7,177	7,178	-	8,450	1,273
6080 ADVERTISING	2,636	4,458	1,823	5,350	2,714
6110 TELEPHONE/FAX	33,168	33,645	477	40,374	7,206
6120 PUBLICATIONS/SUBSCRIPTIONS	111	2,250	2,139	2,700	2,589
6130 COMPUTER HARDWARE	16,346	8,000	(8,346)	8,000	(8,346)
6140 COMPUTER SOFTWARE	30,716	33,750	3,034	40,500	9,784
6150 MEETING EXPENSES	1,518	4,250	2,732	5,100	3,582
6170 PROMOTION	17,060	19,917	2,857	23,900	6,840
7000 HEAT	91,655	86,667	(4,988)	104,000	12,345
7010 ELECTRICAL	84,736	84,736	-	98,279	13,543
7020 WATER	23,493	29,919	6,426	35,903	12,410
7030 BUILDING/FACILITY MAINTENANCE	69,528	53,759	(15,768)	53,729	(15,799)
7040 BUILDING/FACILITY REPAIR	28,243	22,253	(5,989)	22,253	(5,989)
7060 BUILDING/FACILITY RENOVATION	4,775	4,775	-	5,000	225
7500 VEHICLE/EQUIPMENT MAINTENANCE	284,852	200,000	(84,852)	200,000	(84,852)
7505 GASOLINE & DIESEL	48,652	48,652	-	58,163	9,511
7530 VEHICLE/EQUIPMENT REPLACEMENT	8,156	43,750	35,594	52,500	44,344
7560 VEHICLE/EQUIPMENT GENERAL SUPPLIES	6,006	13,333	7,327	16,000	9,994
8000 OPERATIONAL EQUIPMENT	190,952	336,865	145,913	404,238	213,286
8010 OPERATIONAL MATERIALS/SUPPLIES	155,898	38,617	(117,281)	46,340	(109,558)
8020 MAINTENANCE EQUIPMENT	11,624	41,667	30,043	50,000	38,376
8040 COMMUNICATION EQUIPMENT LINES	3,650	3,650	-	4,380	730
8090 UNIFORMS/CLOTHING	53,379	64,479	11,101	77,375	23,996
8100 PROFESSIONAL SERVICES	640	13,750	13,110	16,500	15,860
8110 CONTRACTS/AGREEMENTS	37,463	79,115	41,652	94,938	57,475
8120 LEASES	108,593	97,599	(11,035)	109,147	554
8130 LICENSES/PERMITS	1,564	1,564	-	20,387	18,823
8150 GRANTS/SUBSIDIES TO ORGANIZATIONS	1,833,934	1,833,934	-	2,024,491	190,557
8195 WATER SUPPLY & HYDRANTS	5,896,993	5,896,987	(6)	7,076,384	1,179,392
<b>Total expended to date</b>	<b>\$ 16,375,805</b>	<b>\$ 15,881,311</b>	<b>\$ (494,495)</b>	<b>\$ 18,875,742</b>	<b>\$ 2,499,937</b>

Departmental

Finance

**Municipal Services Agreement**

**Statement of Revenue**

**January 31, 2024**

<b>Fire 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>
4776 PROV NS FIRE PROTECTION GRANT	121,620	121,620	-	145,944	24,324
4776 MEMBERTOU MUNICIPAL SERVICES AGRMNT	854,346	854,346	-	1,025,215	170,869
<b>Total Revenue to date</b>	<b>\$ 975,966</b>	<b>\$ 975,966</b>	<b>\$ -</b>	<b>\$ 1,171,159</b>	<b>\$ 195,193</b>

**Departmental**

**Finance**

Engineering and Public Works Actuals to Jan 31, 2024

REVENUE	Year to date Expended	10 Month		10 Month Budget Variance	Annual Budget	Annual Budget Remaining	% of Annual Budget
		Budget	Budget				
TRANSIT	1,961,923	1,815,833	2,107,000	146,090	2,107,000	(145,077)	0.93
SOLIDWASTE TIP FEES	2,324,762	2,195,833	2,635,000	128,929	2,635,000	(310,238)	0.88
SOLIDWASTE COST RECOVERIES	205,400	205,400	375,000	-	375,000	(169,600)	0.55
SEWER PERMIT FEES	106,369	83,333	100,000	23,035	100,000	6,369	1.06
WATER UTILITY ADMIN FEE	4,208,784	4,208,784	5,050,540	-	5,050,540	(841,757)	0.83
<b>TOTAL PW REVENUES</b>	<b>8,807,237</b>	<b>8,509,184</b>	<b>10,267,540</b>	<b>298,054</b>	<b>10,267,540</b>	<b>(1,460,303)</b>	<b>0.86</b>
<b>EXPENDITURES</b>							
ADMINISTRATION	3,642,973	3,641,110	4,557,342	(1,863)	4,557,342	914,369	0.80
ENGINEERING	607,880	670,640	809,030	62,760	809,030	201,150	0.75
CENTRAL DIVISION	6,856,635	7,003,742	8,528,461	147,107	8,528,461	1,671,826	0.80
EAST DIVISION	6,205,688	6,143,600	7,520,485	(62,088)	7,520,485	1,314,797	0.83
NORTH DIVISION	2,671,445	2,911,373	3,640,485	239,928	3,640,485	969,040	0.73
SOLID WASTE	15,073,495	13,294,190	15,867,558	(1,779,305)	15,867,558	794,063	0.95
MECHANICAL FLEET	4,143,635	4,017,273	4,909,477	(126,362)	4,909,477	765,842	0.84
TRANSIT	6,903,694	6,963,273	8,555,620	59,579	8,555,620	1,651,926	0.81
QUALITY CONTROL	2,620,009	2,855,288	3,776,878	235,279	3,776,878	1,156,869	0.69
<b>TOTAL PW EXPENDITURES</b>	<b>48,725,454</b>	<b>47,500,490</b>	<b>58,165,336</b>	<b>(1,224,964)</b>	<b>58,165,336</b>	<b>9,439,882</b>	<b>0.84</b>

Signature:

Director of Engineering & Public Works

Chief Financial Officer

	Year to date Assigned	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
<b>Bylaw Revenue</b>					
5112 Vendor Licenses	\$ 7,580	\$ 12,083	\$ (4,503)	\$ 14,500	\$ 6,920
5113 Animal Licenses	4,553	9,167	(4,613)	11,000	6,447
5114 Taxi Licenses	29,580	16,667	12,913	20,000	(9,580)
5115 Vending Machine Licenses	4,000	2,500	1,500	3,000	(1,000)
5301 Parking Meter Revenue	80,257	166,667	(86,409)	200,000	119,743
<b>Total Bylaw Revenue</b>	\$ 125,970	\$ 207,083	\$ (81,113)	\$ 248,500	\$ 122,530
<b>Development / Planning Revenue</b>					
5496 Mapping Sales	\$ -	\$ 417	\$ (417)	\$ 500	\$ 500
5495 Other Sales	3,944	4,167	(223)	5,000	1,056
5497 Lun Amendment Fees	1,600	4,167	(2,567)	5,000	3,400
5101 Building Permits	278,259	166,667	111,593	200,000	(78,259)
5102 Subdivision Fees	36,570	33,333	3,237	40,000	3,430
<b>Total Develop / Planning Rev</b>	\$ 320,373	\$ 208,750	\$ 111,623	\$ 250,500	\$ (69,873)
<b>Total Bylaw / Dev / Planning Revenue</b>	\$ 446,343	\$ 415,834	\$ 30,509	\$ 499,000	\$ 52,657

Departmental

Finance

Planning

Statement of Expenditures

January 31, 2024

Planning Department	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	1,179,731	1,342,578	162,847	1,623,583	443,852
6010 BENEFITS	273,193	304,538	31,345	368,279	95,086
6020 TRAINING/EDUCATION	6,366	17,083	10,718	20,500	14,134
6030 TRAVEL/CONFERENCES	40,341	24,500	(15,842)	24,500	(15,841)
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	4,717	5,857	1,139	6,500	1,783
6050 OFFICE SUPPLIES	17,384	15,500	(1,884)	15,500	(1,884)
6060 OFFICE EQUIPMENT	11,001	12,500	1,500	14,500	3,499
6080 ADVERTISING	21,492	23,167	1,676	26,500	5,008
6110 TELEPHONE/FAX	12,883	14,583	1,701	17,500	4,617
6120 PUBL/SUBSCRIPTIONS	473	667	194	800	327
6130 COMPUTER HARDWARE	14,621	13,500	(1,121)	13,500	(1,121)
6140 COMPUTER SOFTWARE	8,901	12,083	3,182	14,500	5,599
6150 MEETING EXPENSES	1,677	5,167	3,489	6,200	4,523
6170 PROMOTION	20,917	25,000	4,083	30,000	9,083
7130 DEMOLITIONS	-	-	-	120,000	120,000
8000 OPERATIONAL EQUIPMENT	33,157	33,000	(157)	33,000	(157)
8010 OPERATIONAL MATERIALS/SUPPLIES	4,788	4,000	(788)	4,000	(788)
8090 UNIFORMS / CLOTHING	5,995	6,667	672	8,000	2,005
8100 PROFESSIONAL SERVICES	12,296	38,333	26,037	46,000	33,704
8110 CONTRACTS/AGREEMENTS	391,112	453,334	62,222	530,000	138,888
8130 LICENSES/PERMITS	71,947	82,997	11,050	85,497	13,550
8135 REGULATORY FEES	39,899	39,899	-	41,000	1,101
8150 GRANTS /SUBS TO ORG	494,233	494,232	-	540,000	45,768
<b>Total expended to date</b>	<b>\$ 2,667,124</b>	<b>2,969,185</b>	<b>\$ 302,062</b>	<b>\$ 3,589,869</b>	<b>\$ 922,735</b>

Departmental

Finance

	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
GL 4808 Advertising Revenue	-	137,500	(137,500)	165,000	165,000
GL 5001 Ice Rentals	609,455	841,667	(232,211)	1,010,000	400,545
GL 5002 Public Skating	1,495	5,000	(3,505)	6,000	4,505
GL 5005 Gym Rental	14,609	43,333	(28,725)	52,000	37,391
GL 5006 Canteen Sales	576,299	610,417	(34,117)	732,500	156,201
GL 5010 Other Revenue	33,941	52,500	(18,559)	63,000	29,059
GL 5033 Program Equipment	18,224	25,833	(7,610)	31,000	12,776
GL 5034 Facility Rentals	245,119	300,000	(54,881)	360,000	114,881
<b>Total Revenue To Date</b>	<b>\$ 1,499,141</b>	<b>\$ 2,016,250</b>	<b>\$ (517,109)</b>	<b>\$ 2,419,500</b>	<b>\$ 920,359</b>

Departmental

Finance

Facilities (C200 / Arenas)

Statement of Expenditures

January 31, 2024

	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	1,735,419	1,521,598	(213,821)	1,840,072	104,653
6010 BENEFITS	286,853	314,589	27,736	380,433	93,580
6020 TRAINING	2,256	3,750	1,494	4,500	2,244
6030 TRAVEL/CONFERENCES	14,045	7,000	(7,045)	7,000	(7,045)
6040 PROFESSIONAL MEMBERSHIP/	1,432	3,333	1,901	4,000	2,568
6050 OFFICE SUPPLIES	3,550	4,167	617	5,000	1,450
6060 OFFICE EQUIPMENT	190	2,917	2,727	3,500	3,310
6080 ADVERTISING	1,607	6,250	4,643	7,500	5,893
6110 TELEPHONE/FAX	19,929	25,000	5,071	30,000	10,071
6130 COMPUTER HARDWARE	7,321	2,500	(4,820)	2,500	(4,821)
6140 COMPUTER SOFTWARE	-	833	833	1,000	1,000
6150 MEETING EXPENSES	2,606	2,606	-	3,000	394
7000 HEAT	125,662	100,500	(25,162)	109,000	(16,662)
7010 ELECTRICAL	648,825	683,331	34,506	820,000	171,175
7020 WATER	52,493	43,625	(8,868)	51,500	(993)
7030 BLDG/FACILITY MAINT	51,579	75,833	24,255	91,000	39,421
7040 BLDG/FACILITY REPAIR	323,890	80,000	(243,891)	80,000	(243,890)
7080 PLANT MAINTENANCE	166,373	90,000	(76,373)	90,000	(76,373)
7110 SECURITY	161,575	116,666	(44,909)	140,000	(21,575)
7510 VEH/EQUIP REPAIRS	34,832	15,500	(19,332)	15,500	(19,332)
8000 OPERATIONAL EQUIPMENT	49,781	13,500	(36,281)	13,500	(36,281)
8010 OPERATIONAL MATERIALS/SUF	181,904	181,904	-	206,000	24,096
8050 COST OF SALES	404,065	346,280	(57,786)	405,000	935
8090 UNIFORMS/CLOTHING	5,184	7,917	2,733	9,500	4,316
8110 CONTRACTS/AGREEMENTS	70,506	75,255	4,749	90,000	19,494
<b>Total expended to date</b>	<b>\$ 4,351,875</b>	<b>\$ 3,724,853</b>	<b>\$ (627,023)</b>	<b>\$ 4,409,505</b>	<b>\$ 57,630</b>

Departmental

Finance

**Parks and Grounds  
Operations**

**Statement of Expenditures**

**January 31, 2024**

	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
<b>Parks &amp; Grounds</b>					
6000 WAGES/SALARIES	1,319,038	1,424,698	105,661	1,722,891	403,853
6010 BENEFITS	299,158	329,681	30,523	398,684	99,526
6011 MISCELLANEOUS BENEFITS	8,446	2,083	(6,363)	2,500	(5,946)
6020 TRAINING/EDUCATION	1,012	5,417	4,405	6,500	5,488
6030 TRAVEL/CONFERENCES	5,978	10,625	4,647	12,750	6,772
6040 PROFESSIONAL MEMBERSHIP/DUES & FEES	-	167	167	200	200
6050 OFFICE SUPPLIES	786	1,000	214	1,200	414
6060 OFFICE EQUIPMENT	-	833	833	1,000	1,000
6080 ADVERTISING	-	167	167	200	200
6110 TELEPHONE/FAX	8,322	8,333	11	10,000	1,678
6130 COMPUTER HARDWARE	8,888	2,500	(6,388)	2,500	(6,388)
7000 HEAT	2,758	10,000	7,242	12,000	9,242
7010 ELECTRICAL	62,105	69,042	6,937	82,850	20,745
7020 WATER	22,498	20,833	(1,664)	25,000	2,502
7030 BUILDING/FACILITY MAINTENANCE	1,424	7,917	6,493	9,500	8,076
7110 SECURITY	6,723	8,500	1,777	10,200	3,477
7510 VEHICLE/EQUIPMENT REPAIRS	2,921	917	(2,005)	1,100	(1,821)
7530 VEHICLE/EQUIPMENT REPLACEMENT	97,687	50,000	(47,687)	50,000	(47,687)
7540 VEHICLE/EQUIPMENT RENTAL	54,495	15,000	(39,495)	15,000	(39,495)
8000 OPERATIONAL EQUIPMENT	49,419	35,000	(14,419)	35,000	(14,419)
8010 OPERATIONAL MATERIALS/SUPPLIES	365,960	365,960	-	400,000	34,040
8020 MAINTENANCE EQUIPMENT	27,070	54,167	27,097	65,000	37,930
8040 COMMUNICATION EQUIPMENT LINES	8,925	9,167	242	11,000	2,075
8080 STREET LIGHTS	3,996	4,833	837	5,800	1,804
8090 UNIFORMS/CLOTHING	7,177	10,833	3,656	13,000	5,823
8100 PROFESSIONAL SERVICES	26,054	5,000	(21,054)	5,000	(21,054)
8110 CONTRACTS/AGREEMENTS	278,166	350,000	71,834	420,000	141,834
8165 STORM RECOVERY COST	76,668	-	(76,668)	-	(76,668)
<b>Total expended to date</b>	<b>2,745,674</b>	<b>\$ 2,802,672</b>	<b>\$ 56,999</b>	<b>\$ 3,318,875</b>	<b>\$ 573,201</b>

Departmental

Finance

Building Operations

Statement of Expenditures

January 31, 2024

	Year to date Expended	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
<b>Buildings</b>					
6000 WAGES/SALARIES	1,213,543	1,246,082	32,540	1,506,890	293,347
6010 BENEFITS	268,980	285,532	16,553	345,295	76,315
6020 TRAINING/EDUCATION	2,240	7,083	4,843	8,500	6,260
6030 TRAVEL/CONFERENCES	-	1,042	1,042	1,250	1,250
6050 OFFICE SUPPLIES	73	833	760	1,000	927
6060 OFFICE EQUIPMENT	3,752	2,000	(1,752)	2,000	(1,752)
6110 TELEPHONE/FAX	11,063	11,625	562	13,950	2,887
6120 PUBLICATIONS/SUBSCRIPTI	473	-	(473)	-	(473)
6130 COMPUTER HARDWARE	1,565	2,500	935	3,000	1,435
6140 COMPUTER SOFTWARE	5,944	5,945	-	6,500	556
7000 HEAT	97,257	100,000	2,743	120,000	22,743
7010 ELECTRICAL	446,037	467,690	21,653	561,228	115,191
7020 WATER	34,375	27,083	(7,291)	32,500	(1,875)
7030 BLDG/FACILITY MAINT	16,574	35,417	18,842	42,500	25,926
7060 BLDG/FACILITY RENOV	19,780	83,333	63,553	100,000	80,220
7070 BLDG/FACILITY RENTAL	173,309	170,917	(2,392)	205,100	31,791
7080 PLANT MAINTENANCE	1,185	12,500	11,315	15,000	13,815
7100 MAINT. TOOLS/EQUIP	6,209	2,917	(3,292)	3,500	(2,709)
7110 SECURITY	43,526	47,917	4,390	57,500	13,974
7120 PROPERTY TAXES	28,176	38,000	9,824	38,000	9,824
7540 VEH/EQUIP RENTAL	3,698	2,500	(1,198)	2,500	(1,198)
8000 OPERATIONAL EQUIP	4,837	2,500	(2,337)	2,500	(2,337)
8010 OPERATIONAL MATERIALS/S	61,460	100,417	38,957	120,500	59,040
8020 MAINTENANCE EQUIP	-	1,667	1,667	2,000	2,000
8040 COMM EQUIP LINES (GPS)	3,155	3,667	512	4,400	1,245
8090 UNIFORMS/CLOTHING	2,048	3,750	1,702	4,500	2,452
8100 PROFESSIONAL SERVICES	68,054	83,333	15,279	100,000	31,946
8110 CONTRACTS/AGREEMENTS	201,781	208,333	6,552	250,000	48,219
8130 LICENSES/PERMITS	691	833	143	1,000	309
8150 GRANTS/SUBS TO ORG	60,000	60,000	-	60,000	10,000
8165 STORM RECOVERY COST	69,322	-	(69,322)	-	(69,322)
<b>Total expended to date</b>	<b>\$ 2,839,600</b>	<b>\$ 3,005,625</b>	<b>\$ 166,024</b>	<b>\$ 3,611,363</b>	<b>\$ 841,085</b>

Departmental

Finance

Recreation /  
Cultural Services

Statement of Revenue

January 31, 2024

Recreation/Cultural Services	Year to date Assigned	10 Month Budget	10 Month Budget Variance	Annual Budget	Annual Budget Remaining
5031 PROGRAM REVENUE	25,000	25,000	-	30,000	5,000
5034 FACILITY RENTALS	6,190	6,250	(60)	7,500	1,310
<b>Total Revenue To Date</b>	<b>\$ 31,190</b>	<b>\$ 31,250</b>	<b>\$ (60)</b>	<b>\$ 37,500</b>	<b>\$ 6,310</b>

Departmental

Finance

**Recreation Cultural Services**

**Statement of Expenditures**

**January 31, 2024**

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	1,121,163	1,085,529	(35,634)	1,312,733	191,570
6020 TRAINING/EDUCATION	8,720	13,333	4,613	16,000	7,280
6030 TRAVEL/CONFERENCES	18,849	20,833	1,984	25,000	6,151
6040 PROFESSIONAL MEMBERSHIP/DU	3,911	3,500	(412)	3,500	(411)
6050 OFFICE SUPPLIES	5,331	5,331	-	6,000	669
6060 OFFICE EQUIPMENT	6,938	6,667	(271)	8,000	1,062
6080 ADVERTISING	54,261	58,333	4,072	70,000	15,739
6110 TELEPHONE/FAX	7,139	7,500	361	9,000	1,861
6120 PUBLICATIONS/SUBSCRIPTIONS	150	167	17	200	50
6130 COMPUTER HARDWARE	2,103	5,833	3,730	7,000	4,897
7070 BUILDING/FACILITY RENTAL	33,891	38,333	4,443	46,000	12,109
8000 OPERATIONAL EQUIPMENT	178,046	175,000	(3,046)	175,000	(3,046)
8025 COMMUNITY EVENTS	272,798	272,798	-	501,000	228,202
8150 GRANTS/SUBSIDIES TO ORGANIZ	20,000	20,000	-	20,000	-
8160 SUSTAINABILITY EVENTS	186,936	186,936	-	356,562	169,626
8170 SUSTAINABILITY	242,998	242,998	-	500,500	257,502
<b>Total expended to date</b>	<b>\$ 2,163,235</b>	<b>\$ 2,143,092</b>	<b>\$ (20,142)</b>	<b>\$ 3,056,495</b>	<b>\$ 893,260</b>

**Departmental**

**Finance**

Cape Breton Regional Municipality Water Utility  
Statement of Operations - period ending January 31, 2024

	Actual Jan 31, 2024	Budget Jan 31, 2024	Variance Jan 31, 2024	Total Annual Budget 2023-24
<b>Revenue</b>				
Operating:				
Metered Sales	16,728,194	16,015,516	712,678	19,218,619
Public Fire Protection	5,896,993	5,896,993	-	7,076,391
Interest on Overdue Accounts	604,807	291,667	313,141	350,000
Other Operating Revenue	7,921	55,000	(47,079)	66,000
<b>Total Operating Revenue</b>	<b>23,237,915</b>	<b>22,259,175</b>	<b>978,740</b>	<b>26,711,010</b>
<b>Expenditures</b>				
Operating Expenses				
Source of Supply	362,995	461,389	98,394	553,667
Power and Pumping	1,307,994	1,701,700	393,706	2,042,040
Water Treatment	4,769,625	4,210,680	(558,945)	5,052,816
Transmission & Distribution	3,813,116	4,216,449	403,333	5,059,739
Administration & General	2,755,067	3,464,406	709,339	4,157,287
Depreciation	3,285,496	3,285,496	(0)	3,942,595
Taxes	1,981,992	1,717,678	(264,314)	2,061,214
<b>Total Operating Expenses</b>	<b>18,276,285</b>	<b>19,057,798</b>	<b>781,513</b>	<b>22,869,358</b>
<b>Operating Profit/(Loss)</b>	<b>4,961,630</b>	<b>3,201,377</b>	<b>1,760,253</b>	<b>3,841,652</b>

Cape Breton Regional Municipality Water Utility  
Statement of Operations - period ending January 31, 2024

	Actual Jan 31, 2024	Budget Jan 31, 2024	Variance Jan 31, 2024	Total Annual Budget 2023-24
<b>Non Operating Revenue</b>				
Debt Charge Income	-	-	-	-
Interest Income	-	-	-	-
Amortization of Deferred Capital contribution	-	-	-	-
<b>Total Non Operating Revenue</b>	-	-	-	-
<b>Non Operating Expenses</b>				
Short term interest charges	125,000	125,000	-	150,000
<b>Debt Charges</b>				
Principal	2,970,417	3,073,310	102,893	3,687,972
Interest	733,738	733,738	(1)	880,485
Amortization of Debt Discount	-	-	-	-
Capital Expenditures out of operations	125,000	125,000	-	150,000
<b>Total Non Operating Expenses</b>	<b>3,954,155</b>	<b>4,057,048</b>	<b>102,893</b>	<b>4,868,457</b>
<b>Non- Operating Profit/(Loss)</b>	<b>(3,954,155)</b>	<b>(4,057,048)</b>	<b>102,893</b>	<b>(4,868,457)</b>
<b>TOTAL UTILITY REVENUES (OPERATING &amp; NON-OPERATING)</b>	<b>23,237,915</b>	<b>22,259,175</b>	<b>978,740</b>	<b>26,711,010</b>
<b>TOTAL UTILITY EXPENSES (OPERATING &amp; NON-OPERATING)</b>	<b>22,230,440</b>	<b>23,114,846</b>	<b>884,406</b>	<b>27,737,815</b>
<b>CBRM WATER UTILITY PROFIT/(LOSS)</b>	<b>1,007,475</b>	<b>(855,671)</b>	<b>1,863,146</b>	<b>(1,026,805)</b>

Prepared by Beverly Candolera  
Review by Adam Mac Neil/Jennifer Campbell  
Date 27-Feb-24

## Port of Sydney Development Corporation

January 31, 2024 Income Statement

	This Year Actual	This Year Budget	Variance to Budget	Annual Budget
Wharfage and Berthage	733,223.36	655,840.70	77,382.66	708,360.70
Event Revenue	175,427.23	194,750.00	(19,322.77)	198,800.00
Miscellaneous Reveue	11,403.21	4,200.00	7,203.21	4,800.00
Storage and Rental	339,518.86	300,957.01	38,561.85	324,735.43
Passenger tax	1,624,440.75	1,489,596.05	134,845.70	1,489,595.05
Security/Traffic Control	370,072.25	327,283.20	42,789.05	336,529.19
Government Grants	3,957.48	-	3,957.48	-
Craft Market Revenue	130,026.96	70,500.00	59,526.96	70,500.00
	<u>3,388,070.10</u>	<u>3,043,125.96</u>	<u>344,944.14</u>	<u>3,133,320.37</u>
Wages & Benefits	694,129.47	750,485.66	(56,356.19)	922,968.14
Professional Fees	79,238.91	80,100.00	(861.09)	86,300.00
Advertising & Promotions	8,370.47	10,775.00	(2,404.53)	12,775.00
Cruise Activities	55,319.03	68,840.00	(13,520.97)	69,140.00
Dues & Membership Fees	33,770.21	27,651.00	6,119.21	28,327.00
Event Expense	55,635.81	97,600.00	(41,964.19)	97,600.00
Insurance	62,422.60	73,355.00	(10,932.40)	87,375.00
Interest & Bank Charges	4,849.89	3,970.00	879.89	4,720.00
Office & Admin	20,795.31	19,904.00	891.31	21,087.00
Office Rent	43,600.00	34,880.00	8,720.00	34,880.00
Miscellaneous	9,961.69	8,010.00	1,951.69	8,610.00
Repairs & Maintenance	216,181.45	182,231.44	33,950.01	201,069.44
Major Repairs	-	75,000.00	(75,000.00)	75,000.00
Travel	18,811.15	19,500.00	(688.85)	19,500.00
Utilities	186,999.63	184,900.00	2,099.63	224,520.00
Bad Debts	-	1,500.00	(1,500.00)	2,000.00
Security Expense	246,490.11	221,469.86	25,020.25	227,699.86
Leasehold Improvements	13,619.18	13,000.00	619.18	13,000.00
	<u>1,750,194.91</u>	<u>1,873,171.96</u>	<u>(122,977.05)</u>	<u>2,136,571.44</u>
	1,637,875.19	1,169,954.00	467,921.19	996,748.93
	(321,170.80)	(321,170.80)	-	(385,405.00)
	<u>1,316,704.39</u>	<u>848,783.20</u>	<u>467,921.19</u>	<u>611,343.93</u>

