Cape Breton Regional Municipality

General Committee Meeting

AGENDA

TUESDAY, MAY 2ND, 2017

9:30 A.M.

Council Chambers
2nd Floor, City Hall
320 Esplanade, Sydney, NS

Cape Breton Regional Municipality

General Committee Meeting

Tuesday, May 2nd, 2017

9:30 a.m.

AGENDA ITEMS

Roll Call

1. **APPROVAL OF MINUTES: (Previously Distributed)**

   - **General Committee – March 7th, 2017**

2. **Review of Municipal Planning Strategy Policies:**
   Malcolm Gillis, Director of Planning and Development (See page **6**)

3. **PLANNING ISSUES:**

   3.1 **Public Participation Program:**

   a) **Municipal Planning Strategy and Land Use By-law Amendment Part Two: Application 1034 - Annual Review 2017:** Karen Neville, Planner (See page **8**)

   3.2 **Renaming of Elm Street and Elm Street Extension, Dominion:**
   Karen Neville, Planner (See page **18**)

   3.3 **Proposed Bylaw to Regulate Community Mailboxes:** Malcolm Gillis, Director of Planning and Development (See page **22**)

4. **DELEGATION:**

   4.1 **Gabarus Lightkeepers Society:** Spokesperson Janet McGillen, President (See page **27**)

Continued…

5. **BUSINESS ARISING:**

5.1 **Council Meeting – March 29th, 2017:**

a) **Citizen Appointments to CBRM Committees – Public Notification:**
Deborah Campbell, Municipal Clerk (See page 74)

6. **PROCLAMATIONS & RESOLUTIONS:**

6.1 **Falun Dafa:**
Councillor Amanda McDougall (See page 76)

6.2 **National Hospice Palliative Care Week:**
Councillor Steve Gillespie (See page 77)

6.3 **Westray – 25th Anniversary:**
Councillor Kendra Coombes (See page 78)

7. **PROTECTIVE SERVICES ISSUE:**

7.1 **Statistical Complaint Report – Dangerous and Unsightly Properties:**
Paul Burt, Manager of Buildings, Planning & Licensing Laws
(See page 79)

8. **CORPORATE SERVICES ISSUE:**

8.1 **Request for Easement/CBRM to Nova Scotia Power Inc. Property at Commercial Street, North Sydney [File No. 07413]:**
Demetri Kachafanas, Regional Solicitor (See page 84)

Continued…

9. FINANCIAL STATEMENTS:

9.1 CBRM to March 31, 2017: Jennifer Campbell, Manager of Finance
(See page **86**) **For Information Only**

- Legislative
- Administration
- Finance
- Legal
- Human Resources
- Technology & Communications
- Municipal Clerk
- Fiscal Services
- Occupational Health & Safety
- Police Services
- Fire Services (Including EMO)
- Engineering & Public Works
- Planning
- Facilities: Centre 200 & Arenas
- Parks and Grounds Operations
- Building Operations
- Recreation / Cultural Services
- Water Utility (to Feb 28, 2017)

9.2 Port of Sydney Development Corporation to March 31, 2017:
(See page **112**) **For Information Only**

ADJOURNMENT

ISSUE PAPER

TO: General Committee of Council

FROM: Malcolm Gillis

SUBJECT: REVIEW OF MUNICIPAL PLANNING STRATEGY POLICIES

DATE: April 27th, 2017

Other than the North End Sydney neighbourhood Planning Strategy and its implementing Land Use Bylaw, the rest of CBRM is under the jurisdiction of the Regional Municipality's Planning Strategy and its implementing Bylaw. The regional Planning Strategy was adopted by Council more than 13 years ago in 2004. Both the Mayor and the Planning and Development Department believe a comprehensive review of this significant land use policy document is due. The Province's previous municipal enabling legislation obliged municipalities to conduct a comprehensive review of its Planning Strategy every five years. While this specific time limit is no longer imposed by the current Municipal Government Act (MGA), 13 years is a long time for such a legal policy document to be in effect.

According to the MGA, the purpose of a municipal planning strategy is "to provide statements of policy to guide the development and management of the municipality and, to ... establish policies which address problems and opportunities concerning the development of land and the effects of the development ... and to provide a framework for the environmental, social and economic development within a municipality." That's a tall order. It's important such a document be current, and in a regional municipality with a struggling economy, even more so.

The purpose of this issue paper is to advocate for this review, and if Council chooses to do so, to provide a framework for how the review should be undertaken.

1. The fundamental foundation of CBRM's Planning Strategy should be that it is the document which translates the current economic development objective of this Municipality into land use policy.

2. With a clear understanding of our economic development objectives, a review of the CBRM Planning Strategy chapter by chapter should be undertaken. The range of topics in the current Planning Strategy includes chapters devoted to:
   - business development, port facilities, and our business parks;
   - residential development;
   - recreation;
   - the primary industries of agriculture, the fishery, and mining;
   - the region's transportation infrastructure;
   - the public works infrastructure; and
   - environmental issues.

3. I encourage all Councillors and the Mayor to bring expressed constituent concerns to the table for discussion in the context of this review. Staff too will be asked to bring their concerns for policy change for an open and frank discussion.
4. The Mayor's 100 positive changes should be considered for incorporation into Planning Strategy policy.
5. I believe a candid conversation about service delivery and the bureaucratic procedures which the public is obliged to follow should be part of the discussion.

Finally, if this review is to take place staff needs the focused attention of either a sub-committee of Council or special meetings of the General Committee devoted exclusively to planning policy review.

Respectfully submitted by:

ORIGINAL SIGNED BY

Malcolm Gillis
Director of the Planning and Development Department

Municipal Planning Strategy and Land Use By-law Amendment Part Two: Application 1034 – Annual Review 2017:

Motion:
Moved by Councillor McDougall, seconded by Councillor MacMullin, that Council schedule a Public Participation Program for the May meeting of the General Committee to consider the amendments to the Municipal Planning Strategy; and schedule a Public Hearing to be held at the June 2017 meeting of Council to consider the amendments to the Municipal Planning Strategy and Land Use By-law as outlined in the staff report dated April 5th, 2017.
Motion Carried.

CBRM A Community of Communities

TO: CBRM Council

FROM: Karen Neville and Malcolm Gillis

SUBJECT: Municipal Planning Strategy and Land Use By-law Amendment: Part Two Application – 1034 Annual Review 2017

DATE: April 25th, 2017

Introduction

The CBRM's first Municipal Planning Strategy (MPS) and Land Use By-law (LUB) were adopted in the summer of 2004, since that time it has been the practise of the Planning and Development Department to undertake an annual review of each document. The purpose of these annual reviews was to put forth amendments initiated by staff at the end of each building season to improve the implementation of planning documents for the next building season beginning in the spring.

The proposed amendments are not meant to change the direction of these documents, but rather make them easier to read for those who administer and those who must comply with their policies and provisions. Part One of the Annual Review was presented in detail to the General Committee of Council on March 7th. Part Two of the Annual Review includes amendments to the MPS and LUB as well as necessary amendments to the LUB Zone Map. A detailed overview of the proposed amendments was presented to Council on April 11th.

In accordance with the *Municipal Government Act*, Council is required to complete a Public Participation Program prior to considering any amendment to the Municipal Planning Strategy. The amending by-laws can be found in Attachment A and B. Any comments made during the Public Participation Program will be included in the final report to Council.

Submitted by:

Originally Signed By

Karen Neville and Malcolm Gillis
Planning and Development Department

A

By-law

of the Cape Breton Regional Municipality
amending the

Cape Breton Regional Municipality's Municipal Planning Strategy

Pursuant to Section 205 of the Municipal Government Act of Nova Scotia, the Council of the Cape Breton Regional Municipality hereby amends the Cape Breton Regional Municipality's Municipal Planning Strategy in the following manner:

THAT: Part 2, Policy S.b of the Municipal Planning Strategy is hereby amended by deleting Subsection 3. and replacing it with the following:

3. The sector of Grand Lake Road/Sydney Road within the jurisdiction of a speed limit greater than 60 kilometres per hour (i.e. just west of Grand Lake Road's intersection with the Junction Road in the community of Grand Lake Road to the western extremity of the Reserve Mines sewer main). The CBRM and the Nova Scotia Department of Transportation and Infrastructure Renewal jointly commissioned a traffic study of Grand Lake Road/Sydney Road by a consultant specializing in traffic management. The purpose of the corridor study was to make recommendations on how the both levels of Government can manage the flow of motor vehicle traffic along Grand Lake Road between Sydney and Glace Bay because of the two conflicting uses of this corridor i.e.

- as a commuter route between the two largest urban communities in the CBRM; and
- as a highly sought out business development corridor because of its significant volumes of motor vehicle traffic.

The following recommendations of that study are to be implemented as provisions in the CBRM Land Use Bylaw.

- Minor expansions, or an additional use, and/or a change in use, may be permitted at the sites of existing business developments provided there is no significant increase in traffic volumes generated;
- No new business developments on previously undeveloped sites, or sites unoccupied with business development, shall be permitted, unless the site can be accessed via a signalized intersection;
- No residential developments large enough to generate more than a minimum use generation of motor vehicle traffic, unless the site can be accessed via a signalized intersection.
- Flag shaped lot development is banned.
- Although the above mentioned consultant recommended a minimum lot parcel public street/road frontage of 150 meters, this Municipal Planning Strategy is advocating a significantly reduced frontage requirement in the Land Use Bylaw.

THAT: Part 2, Policy 9.d of the Municipal Planning Strategy is hereby deleted and replaced with the following:

It shall be a policy of Council to facilitate the re-use of abandoned community, educational, or municipal service buildings located in urban/suburban neighbourhoods outside business districts/corridors. The building and site of these former facilities may be converted, by site plan approval, into one or more of the following service businesses (also refer to Part 4, Policy 1.d.7):

- studios of artists or artisans;
- business offices; and
- personal care and service businesses.

The site plan approval provisions should stipulate that:

- adjacent low density residential uses are buffered and screened from the starker ancillary components of the site (e.g. parking spaces, driveways, utility facilities, etc.);
- an on-site parking and vehicular maneuvering plan which does not exacerbate traffic movement problems along any public street/road abutting the site be included;
- an on-site landscaping plan be included that improves the development's compatibility with the streetscape.

THAT: Part 2 of the Municipal Planning Strategy hereby is amended by adding the following:

9.e. It shall be a policy of Council that if a community, educational, or municipal service building located in an urban/suburban neighbourhood outside business district/corridor is converted to a use permitted within the zone in effect, it is no longer eligible to be converted in accordance with Part 2, Policy 9.d.

THAT: Part 4, Policy 1.d.7 of the Municipal Planning Strategy is hereby deleted and replaced with the following:

Apartment building development shall also be a permitted optional use for abandoned community, educational, or municipal service buildings. In rural areas such conversions are permitted pursuant to Policy 1.d.10 below. In urban/suburban neighbourhoods outside business districts/corridors the building and site of these former facilities may be so converted by site plan approval. The site plan approval provisions should stipulate that:

- adjacent low density residential uses are buffered and screened from the starker ancillary components of the site (e.g. parking spaces, driveways, utility facilities, etc.);
- an on-site parking and vehicular maneuvering plan which does not exacerbate traffic movement problems along any public street/road abutting the site be included;
- an on-site landscaping plan be included that improves the development's compatibility with the streetscape.

THAT: Part 4, Policy 1.d.10 of the Municipal Planning Strategy is hereby deleted and replaced with the following:

Apartment building development shall be prohibited in all areas of the CBRM not serviced with a Municipal piped sanitary sewer main, except for the following two scenarios. To facilitate the re-use of abandoned, community, educational, or municipal service buildings, their conversion into an apartment building shall be permitted at the ratio of 1 apartment per 1,000 sq. ft. of floor space. This Municipal Planning Strategy supports the mandate of the Province of Nova Scotia to provide public housing for seniors. Such projects shall be permitted even in rural service areas.

THAT: Part 10. General Provision Policies of the Municipal Planning Strategy is hereby amended by deleting the text associated with 'Development Permits' and replacing it with the following:

Development Permits

A Development Permit is the authority to proceed with a particular development proposal from the Cape Breton Regional Municipality because it has been deemed to be in compliance with the Land Use By-law by the Development Officer. The Development Officer is the employee of the CBRM appointed by Council to administer the Land Use By-law. Unless specifically excluded from this requirement in the By-law, a Development Permit must be obtained before any development begins.

In many cases, the focus of a Development Permit is the construction of a structure. However, there are other aspects of a development associated with a Development Permit in addition to the construction of a structure. These aspects can include the installation of a driveway, paving of a parking area, landscaping requirements, and screening requirements. A development is not deemed to be in compliance with the Land Use By-law until all of the aspects associated with a Development Permit, in particular those identified on a site plan, are completed.

Policy

15. It shall be a policy of Council to include a provision in the Land Use By-law establishing a timeline for the completion of all aspects of a development associated with a Development Permit.

THAT: Part 10. General Provision Policies of the Municipal Planning Strategy is hereby amended renumbering Policy 15, Policy 16, and Policy 17 to Policy 16, Policy 17, and Policy 18 respectively.

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

_____________________________ MAYOR

_____________________________ CLERK

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

____

Deborah Campbell, CLERK

B

By-law

of the Cape Breton Regional Municipality
amending the

Cape Breton Regional Municipality's Land Use Bylaw

Pursuant to Section 219 of the Municipal Government Act of Nova Scotia, the Council of the Cape Breton Regional Municipality hereby amends the Cape Breton Regional Municipality's Land Use Bylaw in the following manner:

THAT: Part 2 General Provisions For All Zones of the Land Use By-law is hereby amended by adding the following:

Section 40 Timeline for Completion of Aspects Associated with a Development Permit

Unless there is a specific section in the text of a zone, all aspects of development required for the development to conform with this By-law, including but not limited to the installation of a driveway, paving of a parking area, landscaping requirements, and screening requirements, must be completed:

- within one year of receiving Final Occupancy Permit which is issued when all phases fo the construction project have been completed in compliance with the Building Code; or
- if no Final Occupancy Permit is required, before the expiration of the Development Permit (i.e. two years from the date of issuance).

THAT: Part 2 General Provisions For All Zones of the Land Use By-law is hereby amended by renumbering Section 40 Temporary Use Permitted to Section 41.

THAT: Part 2 General Provisions For All Zones of the Land Use By-law is hereby amended by renumbering Section 41 Traffic Impact Study to Section 42.

THAT: Part 2 General Provisions For All Zones of the Land Use By-law is hereby amended by renumbering Section 42 Utility Scale Wind Turbines to Section 43.

THAT: Part 2 General Provisions For All Zones of the Land Use By-law is hereby amended by renumbering Section 43 Utility Transmission and Treatment Facilities to Section 44.

THAT: Part 2 General Provisions For All Zones of the Land Use By-law is hereby amended by renumbering Section 44 Vendors Subject to the Vendors By-law to Section 45.

THAT: Part 15 Central Urban Neighbourhood (NCU) of the Land Use By-law hereby amended by adding the following:

Section 6 Landscaping Provisions
There is no requirement to provide a minimum landscaped open area. However, all exposed ground shall comply with the definition of this By-law for landscaped open area.

THAT: Part 16 Residential Urban A (RUA) Zone of the Land Use By-law hereby amended by adding the following:

Section **5 Landscaping Provisions**
There is no requirement to provide a minimum landscaped open area. However, all exposed ground shall comply with the definition of this By-law for landscaped open area.

THAT: Part 16 Residential Urban A (RUA) Zone of the Land Use By-law hereby amended by adding the following:

Section **5 Landscaping Provisions**
There is no requirement to provide a minimum landscaped open area. However, all exposed ground shall comply with the definition of this By-law for landscaped open area.

THAT: Part 17 Residential Urban B (RUB) Zone of the Land Use By-law hereby amended by adding the following:

Section **5 Landscaping Provisions**
There is no requirement to provide a minimum landscaped open area. However, all exposed ground shall comply with the definition of this By-law for landscaped open area.

THAT: Part 18 Residential Urban C (RUC) Zone, Section 7 Special Provision for Grand Lake Road/Sydney Road of the Land Use By-law is hereby amended by deleting Subsection a. and replacing it with the following:

a. The existing business developments and the properties they are located on which are mutually:
   - in this Zone; andalong the sectors of Grand Lake Road and Sydney Road where the speed limit is greater than 60 kilometres per hour;

   are listed in Part 51 of this Bylaw under the title "Grand Lake Road/Sydney Road Corridor Greater than 60 Kilometres Per Hour". Pursuant to Policy S.b.3 of Part 2 of the Municipal Planning Strategy, Development Permits for the expansion of these business developments, or change in the use of the property, shall only be permitted in compliance with the provisions in Part 51 specific to each site. However, no Development Permits shall be issued for any of the types of land uses listed below on lot parcels on which are not identified in Part 51 as referenced above:
   - all sales
   - all service
   - recreational business establishment
   - all manufacturing
   - sales as an accessory use to an agricultural use, forestry, or fishery.

THAT: Part 18 Residential Urban C (RUC) Zone of the Land Use By-law hereby amended by adding the following:

Section **8 Landscaping Provisions**
There is no requirement to provide a minimum landscaped open area. However, all exposed ground shall comply with the definition of this By-law for landscaped open area.

THAT: Part 19 Residential Urban D (RUD) Zone of the Land Use By-law hereby amended by adding the following:

Section 5 Landscaping Provisions
There is no requirement to provide a minimum landscaped open area. However, all exposed ground shall comply with the definition of this By-law for landscaped open area.

THAT Part 20 Residential Heritage Dwelling (RHD) Zone of the Land Use By-law is hereby amended by adding the following:

Section 7 Landscaping Provisions
There is no requirement to provide a minimum landscaped open area. However, all exposed ground shall comply with the definition of this By-law for landscaped open area.

THAT: Part 21 Waterfront Neighbourhood (WNZ) Zone of the Land Use By-law hereby amended by adding the following:

Section 7 Landscaping Provisions
There is no requirement to provide a minimum landscaped open area. However, all exposed ground shall comply with the definition of this By-law for landscaped open area.

THAT: Part 23 Wolfe Street Neighbourhood (WSN) Zone of the Land Use By-law hereby amended by adding the following:

Section 6 Landscaping Provisions
There is no requirement to provide a minimum landscaped open area. However, all exposed ground shall comply with the definition of this By-law for landscaped open area.

THAT: Part 42 Rural CBRM (RCB-NM) Zone, Section 10 Special Provision for Grand Lake Road/Sydney Road of the Land Use By-law is hereby amended by deleting Subsection a. and replacing it with the following:

a. The existing business developments and the properties they are located on which are mutually:
   - in this Zone; and
   - along the sectors of Grand Lake Road and Sydney Road where the speed limit is greater than 60 kilometres per hour;

   are listed in Part 51 of this Bylaw under the title "Grand Lake Road/Sydney Road Corridor Greater than 60 Kilometres Per Hour". Pursuant to Policy 5.b.3 of Part 2 of the Municipal Planning Strategy, Development Permits for the expansion of these business developments, or change in the use of the property, shall only be permitted in compliance with the provisions in Part 51 specific to each site. However, no Development Permits shall be issued for any of the types of land uses listed below on lot parcels on which are not identified in Part 51 as referenced above:
   - all sales
   - all service
   - recreational business establishment
   - all manufacturing

- sales as an accessory use to an agricultural use, forestry, or fishery.

THAT Part 44 Rural Residential Subdivision (RRS) Zone of the Land Use By-law is hereby amended by adding the following:

Section 4 Landscaping Provisions
There is no requirement to provide a minimum landscaped open area. However, all exposed ground shall comply with the definition of this By-law for landscaped open area.

THAT Part 45 Rural Country Estate (RCE) Zone of the Land Use By-law is hereby amended by adding the following:

Section 2 Landscaping Provisions
There is no requirement to provide a minimum landscaped open area. However, all exposed ground shall comply with the definition of this By-law for landscaped open area.

THAT: Part 51 Sales and Services Subject to Part 2, Policy 5 of the Municipal Planning Strategy, List of Existing Uses, Addresses, and Permitted Optional Conversion Uses of the Land Use By-law is hereby amended by deleting "Grand Lake Road/Sydney Road 80 kilometer per hour corridor" and replacing it with the following:

Grand Lake Road/Sydney Road Corridor Greater than 60 kilometres per hour

THAT: Part 41 Rural CBRM (RCB) Zone, Section 1 RCB Uses Permitted of the Land Use By-law is hereby amended by deleting 'apartments in a converted community or educational service building' and replacing it with the following:

apartments in a converted community, educational or municipal service building at a ratio of 1 apartment per 1,000 sq. ft. of floor space

THAT: Part 42 Rural CBRM (RCB-NM) Zone, Section 1 RCB Uses Permitted of the Land Use By-law is hereby amended by deleting 'apartments in a converted community or educational service building' and replacing it with the following:

apartments in a converted community, educational or municipal service building at a ratio of 1 apartment per 1,000 sq. ft. of floor space

THAT: Part 43 Rural Gravel Deposit (GDR) Zone, Section 1 GDR Uses Permitted of the Land Use By-law is hereby amended by deleting 'apartments in a converted community or educational service building' and replacing it with the following:

apartments in a converted community, educational or municipal service building at a ratio of 1 apartment per 1,000 sq. ft. of floor space

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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**

<u>THIS IS TO CERTIFY</u> *thot the obove text omendments ond Lond Use Bylaw mop amendments on the next poge referencing this omending Bylow ore o true ond correct copy of the Amending By-low of the Cope Breton Regionol Municipolity odopted by Regionol Council during o meeting held on ___________ to amend the Cope Breton Regionol Municipolity's Lond Use By-law.*

Deborah Campbell, CLERK

CBRM — A Community of Communities

TO: **CBRM General Committee**

FROM: **Karen Neville**

SUBJECT: **RENAMING OF ELM STREET AND ELM STREET EXTENISON, DOMINION**

DATE: **April 26th, 2017**

Introduction

The Planning and Development Department was contacted by Wayne Clarke Jr. requesting that Elm Street Extension in Dominion be renamed in honour of his father Wayne Clarke Sr. (Attachment A). While assigning correct civic addresses is the responsibility of the Civic Address Coordinator for purposes of 911 emergencies, a road renaming is subject to the approval of the General Committee of Council.

What does the Civic Addressing Policy Say?

According to the Civic Addressing Policy, renaming of existing streets shall be discouraged unless the renaming will reduce the likelihood of confusion in the event of an emergency. As a result of Mr. Clarke's request, the Civic Addressing Coordinators is now aware the current naming system of Elm Street and Elm Street Extension is not in compliance with CBRM Policy and could result in confusion in the event of an emergency.

The CBRM was obliged to adopt the Civic Addressing Policy in response to the Province's emergency measures initiative intended to ensure fire, ambulance, and police services can efficiently respond to an emergency at a given address. Unfortunately, both Elm Street Extension and the section of Elm Street beyond civic addresses 67 and 70 fail to comply with the Policy for two fundamental reasons.

1. The use of the word "Extension" in a public street/road name is prohibited, but this is compoundded by the fact Elm Extension is not an extension of Elm Street.
2. What should be one named Street (i.e. Elm Street beyond civic addresses 67 and 70 and Elm Street Extension) is actually two with the civic numbers increasing in the opposite direction and with even civic numbers found on both sides of the Street (Attachment B).

While currently separate street names are assigned, the travel way for Elm Street beyond civic addresses 67 and 70 and Elm Street Extension is one meandering street which should have one name. Due to the curves of the street there is no clear starting and stopping to indicate separate streets therefore it is one street that should have the same name throughout its entire length. The Public Works Department was contacted as a part of the consultation process for this request and they are in agreement that only one street name should be assigned. The Civic Addressing Policy also discourages applying different names to different sections of the same road.

For these reasons Staff feel compelled to advocate that there be one name for Elm Street beyond civic addresses 67 and 70 and Elm Street Extension. Once Staff have become aware of an issue, due diligence must be taken to ensure that valid civic addresses are assigned to the affected properties to avoid any unnecessary confusion in the event of an emergency.

The Civic Addressing Policy states that a street renaming can only take place following a public consultation with the affected residents. Mr. Clarke was informed that input would be sought from the affected property owners prior to making a recommendation to the General Committee of Council. It was made clear to Mr. Clarke that all of the affected residents would have an opportunity to suggest a new name and simply because he was requesting a street naming in honour of his father did not mean that at the end of the process that would be the name selected.

Notice was sent to the affected property owners on February 16th, 2017 requesting feedback on the possible renaming of a portion of Elm Street and Elm Street Extension. While Mr. Clarke and his family were suggesting Wayne Street as a possible street name, many residents contacted suggested Marcia Street. Only one name can be recommended to the General Committee of Council for consideration, so a second notice was sent to the affected property owners on March 31st asking they select one name. Of those residents that took the time to respond, the majority suggested Marcia Street as the new street name.

After consultation, Marcia Street has selected by the Civic Addressing Coordinator as the new street name. There is currently no Marcia Street or similar names within the CBRM street centreline file and thus meets the criteria for a new street name based on the Civic Addressing Policy.

Next Steps

If Council approves the renaming of Elm Street beyond civic addresses 67 and 70 and Elm Street Extension, notice will be mailed to property owners notifying them of the decision. According to the Civic Addressing By-law, this notification must give the owner of a property a minimum of 60 days notice of any changed civic address unless a shorter notice period is agreed to by the owner of the structure.

Recommendation

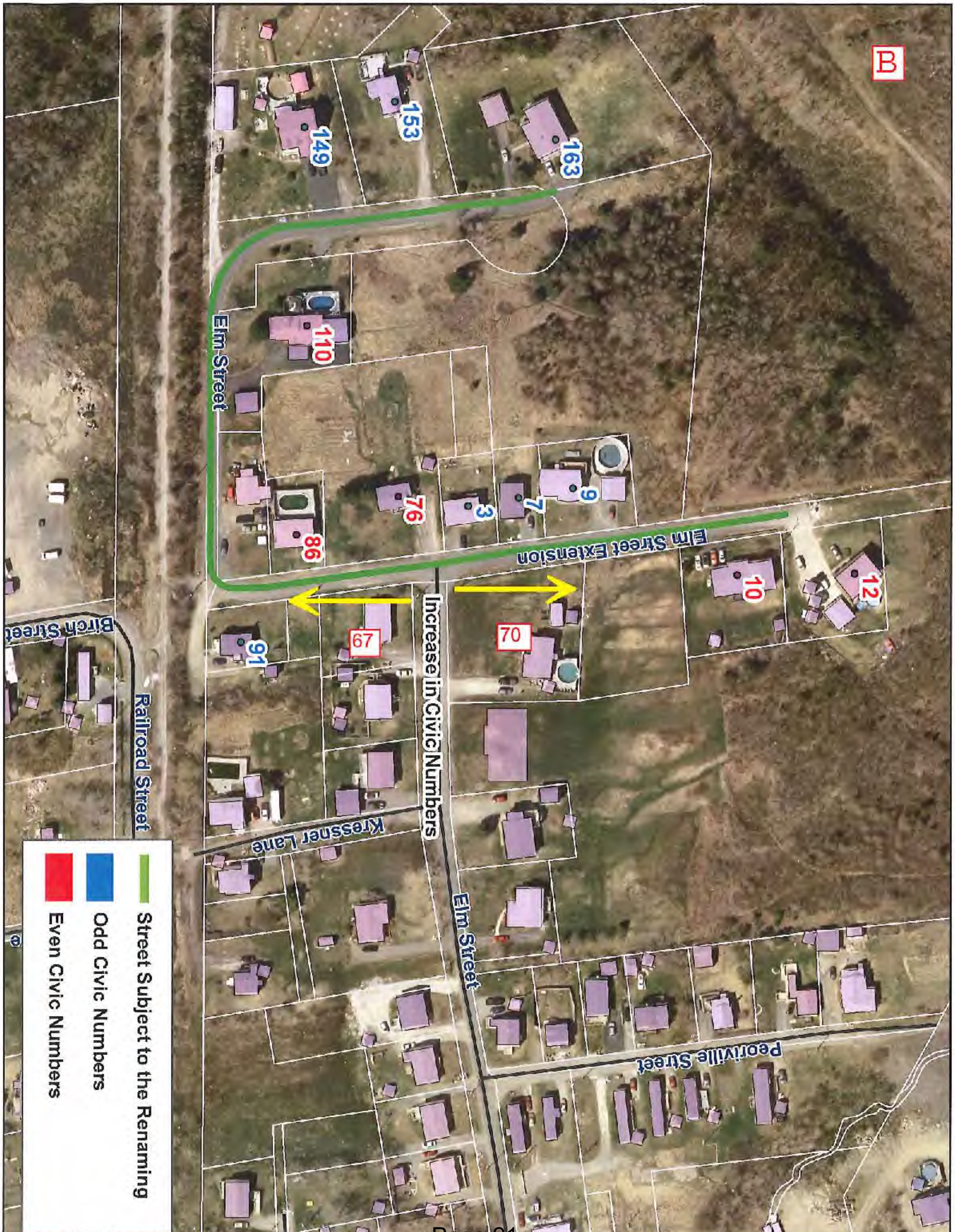
I recommend that the General Committee of Council pass a Motion to rename Elm Street beyond civic addresses 67 and 70 and Elm Street Extension to Marcia Street.

Submitted by:

Originally Signed by

Karen Neville
Planning and Development Department


A
Elm Street
Elm Street Extension
Elm Street
Railroad Street
Birch Street
Kressner Lane
Prince Lane
Peorriville Street
149
153
163
110
86
76
3
7
9
10
12
91


B
149
153
163
110
76
3
7
9
86
10
12
67
70
91
Elm Street
Elm Street Extension
Increase in Civic Numbers
Birch Street
Railroad Street
Kressner Lane
Elm Street
Peorriville Street
Street Subject to the Renaming
Odd Civic Numbers
Even Civic Numbers

ISSUE PAPER

TO: **Council**

From: **Malcolm Gillis**

RE: **PROPOSED BYLAW TO REGULATE COMMUNITY MAILBOXES**

Date: **April 26th, 2017**

An interdepartmental staff committee was created to draft this document when it was understood the Federal Government intended to eliminate home mailbox delivery in urban communities. A draft was completed by the committee and then reviewed, and tested, by the three Managers of Public Works. The version included with this Memo is the draft sanctioned by all three Managers of Public Works.

We believe this draft Bylaw document meets the four objectives the committee believed were essential, i.e. community mailbox placement:

- shouldn't impede the passage of pedestrians;
- shouldn't impede the safe movement of motor vehicle traffic;
- should not unreasonably disrupt the quiet enjoyment of property of adjacent residences; and
- should not impede any Public Works maintenance operation.

Since this document was prepared Canada Post has won a legal case before the Ontario Supreme Court which decreed municipalities do not have the authority to dictate where Canada Post places its community mailboxes, whether or not they are to be located on CBRM property. However, staff of the three Public Works divisions and Planning department staff want a Bylaw to be used to advise Canada Post of our preferred siting whenever they intend to place a community mailbox. Even though they have the law on their side, Canada Post wants to amicably work with municipalities to try to comply with our own standards if they are uniformly administered.

On behalf of the staff committee and the Managers of Public Works I am asking that Council adopt the draft Bylaw included with this report.

Respectfully submitted by:

ORIGINAL SIGNED BY

Malcolm Gillis
Director of Planning
Cape Breton Regional Municipality

c.c *Louis Ferguson*
Ray Boudreau
Rob Nearing
Wayne MacDonald

By-law

of the Cape Breton Regional Municipality

Regulating the Installation and Maintenance of Community Mailboxes

Pursuant to Section 309 of the Municipal Government Act of Nova Scotia, the Council of the Cape Breton Regional Municipality hereby adopts this Bylaw.

PREAMBLE

Canada Post Corporation was established as an Agent of the Federal Government to operate a postal service for the collection, transmission and delivery of mail. To this end, Canada Post Corporation must, from time to time, install, repair and maintain mail receptacles within the Cape Breton Regional Municipality (CBRM) street rights-of-way to collect, deliver and store mail.

Objects like mail receptacles placed within the street but not owned by the Regional Municipality, are considered encroachments. The purpose of this Policy and Bylaw is to clarify the terms and conditions with respect to the installation, maintenance, replacement, relocation and eventual removal of mail receptacles in CBRM street rights-of-way.

CBRM believes community mailboxes should not be located in such a manner as to:

- Impede the passage of pedestrians;
- Impede the movement of motor vehicle traffic along the travelway of a public street/road;
- Unreasonably disrupt the quiet enjoyment of adjacent residential properties; or
- Impede any Public Works maintenance operation.

The purpose of this Bylaw is to implement these concerns in the form of the following provisions to be administered by the Regional Municipality's Director of Engineering or their delegate.

1. Community mailboxes shall be located a minimum of:
   - 100 ft. from any public street/road intersection with a Level 1, 2, or 3 public street/road; and
   - 25 ft. from any other public street/road intersection;

   as measured from the point where the travelways intersect.

2. Community mailboxes shall be located a minimum of 10 ft. from any driveway intersection as measured from the point where the driveway and public street/road travelway intersects.

3. Community mailboxes on:
   - any Level 1, 2, 3, or 4 public street/road; or
   - any public street/road with a speed limit in excess of 50 kilometer per hour;

are not permitted unless serviced by an indented layby of at least 8 ft. in width and at least 40 ft. in length and the normal curb of the public street/road at both ends shall be angled no greater than 45 degrees to allow for the merging of motor vehicles back into the travelway. Design standards for community mailbox laybys are in schedule "A" of this Bylaw under the titles "Community mailbox urban road with sidewalk" "Community mailbox urban road without sidewalk" and "Community mailbox rural road layby".

4. Community mailboxes shall be located no further than 20 ft. from a light supplied by Nova Scotia Power to the CBRM as measured by the distance from the pole on which the light is connected. CBRM will not install lights to service a Canada Post community mailbox unless there are other justifiable reasons as specified in the Street Light Delivery Policy.

5. Where the public street/road travelway is bounded by a curb, the distance from the curb to the center line of the public street/road within 20 ft. on either side of the location of the community mailbox shall be a minimum of 14 ft. wide. If there is enough width within the public street/road boundary to allow for it, the curb and travelway may be extended at Canada Post's expense to meet this standard. Any such extension shall be a minimum of 40 ft. along the curb and the link between the extended curb and the normal curb of the public street/road at both ends shall be angled no greater than 45 degrees to allow for the merging of motor vehicles back into the travelway.
   Where the public street/road has no curb, the width of the layby from the edge of pavement for a length of 20 ft. shall be a minimum of 12 ft. Design standards for community mailbox laybys are in schedule "A" of this Bylaw under the titles "Community mailbox urban road with sidewalk" "Community mailbox urban road without sidewalk" and "Community mailbox rural road layby".

6. A community mailbox shall not be located in front of the front yard of a lot parcel occupied by a single detached dwelling or 2 unit dwelling.

7. The number of mailboxes in a community mailbox located adjacent to a lot parcel occupied by a single detached dwelling or 2 unit dwelling shall not exceed S0.

8. Community mailboxes shall be a stand alone structure i.e. they are not to be fastened to any sign, pole, bus shelter or fire hydrant.

9. Any contractor installing a community mailbox on behalf of Canada Post shall purchase and maintain commercial general liability insurance in the amount of not less than $2,000,000.00 in a form and with an insurer acceptable to the Regional Municipality and with Cape Breton Regional Municipality named as an additional insured with respect to any claim arising out of the installation of the community mailbox. Evidence of such insurance shall be provided to the Regional Municipality at the time of approval by the Municipal Official.

10. No community mailboxes shall be installed unless and until written permission has been granted by the Manager of the Public Works division having jurisdiction after being in receipt of a written request from Canada Post which provides the necessary documentation to determine compliance with this Bylaw and after the proposed site has been inspected to ensure its location will not impede effective maintenance of the public street/road.

11. The following definitions shall apply.
Front yard means the yard within the boundary of a lot parcel between the front of the dwelling and the public street/road.
Public street/road means any public street/road owned and maintained by the Cape Breton Regional Municipality's Engineering and Public Works Department.
Travelway means that part of a public street/road surfaced with asphalt or concrete or bounded by a curb.

PASSED AND ADOPTED: by a majority of the whole Council at a duly called meeting of the Cape Breton Regional Municipal Council held on 2017.

MAYOR **CLERK**

THIS IS TO CERTIFY *that the attached is a true and correct copy of the By-law of the Cape Breton Regional Municipality adopted by Regional Council during a meeting held on 2017.*

Deborah Campbell, CLERK

Gabarus Lightkeepers Society

128 Harbour Point Road
Gabarus, Cape Breton, NS B1K 3S9
902-317-6978 gabarus.lighthouse@gmail.com

April 16, 2017

Ms. Deborah Campbell, Clerk
Cape Breton Regional Municipality
320 Esplanade
Sydney, Cape Breton, NS B2P 7B9

Re: Presentation to Council by Gabarus Lightkeepers Society

Dear Ms. Campbell:

Further to our phone conversation, I am requesting an appointment to make a presentation on behalf of the Gabarus Lightkeepers Society, to the General Committee of CBRM Council, or Council at the next available opportunity.

The Gabarus Lightkeepers Society will be requesting that CBRM take ownership of the Gabarus Lighthouse as part of the lighthouse divestiture program undertaken by DFO. Our request requires no initial investment and no on-going costs for CBRM. All upkeep, insurance and maintenance will be the responsibility of the Gabarus Lightkeepers Society.

I will be making the presentation and along with members of the Gabarus Lightkeepers Society Board of Directors will be prepared to answer questions. Additional supporting documents will be attached to the cover email.

Yours truly

Janet McGillen, President
Gabarus Lightkeepers Society

Gabarus, an overview

Gabarus is in a class by itself in Nova Scotia. With a winter population of 80 and a summer population of about 250, Gabarus has defied the odds by becoming one of the few communities in Cape Breton to grow. It has done so by successfully integrating the existing 300-year-old fishing community with an eclectic mix of newcomers including successful business people, electrical and environmental engineers, scientists, authors, entrepreneurs, nurses, doctors etc. It is this combination of old and new that gives Gabarus its palpable energy and confidence.

In terms of reaching out to the broader community Gabarus has developed a successful and exportable model for gaining public support for needed construction of an enormous sea wall to protect our harbour and its precious fishing industry. The effort garnered the support of Canadians coast to coast and people from around the world. The same holds true of our successful efforts to save our Heritage Lighthouse and move it to safer ground. This effort involved not just significant fund raising but again garnered national and international press coverage. Our Lighthouse project produced a model other communities can replicate.

Gabarus has played a significant role in efforts to develop an international container hub in Sydney Harbour and has also supported efforts to have Cape Breton declared a Foreign Trade Zone. Members of our community contributed to Sydney being made a sister city with the port city of Dalian in China. This in turn will bring a major trade delegation to Cape Breton from China this summer where all of Maritime Canada can promote potential exports. Members of the community play leadership roles in organizing Remembrance Day Ceremonies in Sydney. Gabarus is supporting efforts to reopen the Old French Road—probably the oldest in Nova Scotia—between Louisbourg and its traditional markets like Fourchu, Gabarus, Grand River, etc. This would invigorate the economy of Louisburg, increase attendance at the Fortress, and breathe life into the moribund Fleur-de-Lis Trail.

In 2016, Gabarus celebrated it 300-year anniversary and conducted a number of exciting events that reached all of Cape Breton. Among other things, our local park/ playground was refurbished, the old road to Gull Cove is in the process of repair and will be made part of a permanent trail system in the Gabarus Wilderness area, a classic car rally occurred, and a community fish fry was hosted. Gabarus has an old Basque history and this was part of a Celtic Colours Educational Event which included village tours, a guided walk on the renewed Gull Cove Trail, a visit to the new seawall, and a social event at the restored community hall, providing refreshments and an opportunity to meet local crafters. Gabarus is also leading the way in early efforts to have Gabarus Bay declared a UNESCO World Heritage Site. The community has a close working relationship with Cape Breton University (CBU) where students earn credits by assisting with local preservation efforts. The highlight of the celebratory summer was being awarded one of the Lieutenant Governor of Nova Scotia's Community Spirit Awards with a visit from His Honour, and presentation of a beautiful Nova Scotia Crystal statue, uniquely crafted for Gabarus Village and reflecting the seawall.

1. **Seawall reclamation and repair**: The village was increasingly endangered by ocean activity during storms and high winds. The old seawall had buckled in several places which was an ongoing process. Activities to save the seawall included contact with multiple government agencies, the formation of the Friends of Gabarus [FOG] as a coordinating agency for this project and others, as well as a website for informational purposes. FOG is still very active in all community activities and their website includes, and will include, links to village activities and calendar. The project was supported literally from all over the world by former villagers, summer visitors, the village population itself, and the seawall has now been encased in armourstone and the village is protected. One side note about the seawall is that the publicity engendered was worldwide and attracted the attention of Mr. Jawad Mir, a film maker from Toronto, who is working on a documentary. He came to Gabarus to film the seawall activities and has been captivated by the spirit of the community. So far, there is a trailer for "Only 78" and the trailer for the documentary was included in the Toronto International Film Festival in 2016. The trailer may be viewed on line at: https://vimeo.com/111547034

2. **300th Anniversary**: Gabarus Village was founded in 1716 and is celebrating its 300th anniversary, which the village population has agreed will include the first six months of 2017 in order to participate as well in the 150th Anniversary of Canada. Among specific plans were a mackerel dinner, an antique car rally, and an auction of antiques and collectibles. Most activities took place in the summer when visitors traditionally come to vacation and visit. The perennial summer activity that also focused on the celebration was our traditional Saturday afternoon Tea, Cookies, and

Craft Sales during July and August. Preparation for the celebrations included refurbishing of the children's playground and equipment by the Parks Department, initiated by a phone call from one of the villagers who had already repainted some of the equipment herself. And among the celebratory activities, we arranged for a special service at the Zion/Wesley United Church. Many from the village are in its congregation and when the church was destroyed by fire several years ago, just about the entire village turned out for a meeting with the Presbytery officials who were uncertain about rebuilding, but the enthusiastic support of the village persuaded them to do so.

3. **Gabarus Lightkeepers Society** [GLS]: The lighthouse at Gabarus is an historical building, a heritage site, and one of only two hexagonal lighthouses left in Canada. It is over 125 years old and due to major erosion of the bluff on which it stood, it was in danger of being lost into the ocean. The Gabarus lighthouse had been labelled as "surplus" but is still an active rangelight, used by the fishermen from the village and pilots flying over the area. A group of villagers formed GLS and is working in conjunction with Tom Urbaniak, Associate Professor of Political Science at Cape Breton University. Two groups of 6-8 students over the past three years have worked and are working with our community on this endeavor. The students have done enormous amounts of research and have facilitated the decisions of the group and some are still involved in the community even after they have graduated from CBU. The Gabarus Lighthouse received enough votes to be awarded second prize in the This Lighthouse Matters Competition. The lighthouse building has been moved 75 feet away from the old location and plans are underway for a public park area for visitors, promotional items to sell for fund raising, informational publications and signage. Plans are also underway to offer Lighthouse Keeper for a Day certificates and landscaping the area around the lighthouse to provide seating and picnic areas.

4. **Volunteer Fire Department**: Gabarus Village has a highly-skilled and active Volunteer Fire Department. With the help of volunteer workers from the village and beyond, as well as grants, cash, and in-kind donations, a new wing was added to the building for fire department activities and garaging of trucks and equipment, and the old wing has also been refurbished to be used as a Community Hall, including hosting various village activities and meetings, Tea and Cookies, village suppers, crafts creations, etc. Generators have been installed to run the Community Hall side of the building as a possible refuge in case of power outages. Villagers may come to be warmed, fed, and possibly housed if need be. Free internet access is included in the amenities available. In

addition, the Fire Department hosts a Santa Claus parade each year in early December with a volunteer firefighter dressed as Santa Claus, who arrives on a fire truck with lights and sirens and parades through the village, arriving back at the Fire Hall where all attendees, children and grown-ups alike, sit on Santa's knee and receive a token gift bag. Children and their parents from the village and from miles around come for this event, as well as the annual Halloween fireworks display with hot dogs and other refreshments for all who attend. Both of these events are free to attend and are made possible by the donation of foodstuffs, supplies, and physical labor by many of the villagers. A good example of civilian use of the Fire Hall is an occasion recently when a question came up about the lighthouse that would affect the village. A meeting was arranged at the Fire Hall and very well attended, including Mayor Clarke from Sydney and Alfie MacLeod, MLA.

5. **Community Clean-Up Day**: What may seem like an onerous task turns out to be a great social and practical activity for the village. Again, many villagers, and even some visitors, arrive at the Community Hall, receive bags and supplies, and either assume an area to be responsible for or are assigned one. The beaches all around the village, the roadside ditches, the roads, are all patrolled and trash is collected to be left in a central pick-up location to be taken for disposal. As with most village activities, when the work is done, it turns into a social gathering to celebrate with neighbours and friends and refreshments available at the Community Hall.

6. **Gabarus Cemetery Association**: There are two cemeteries in the village and this is another association in which many villagers participate. Their activities include repair of fencing, maintenance of landscaping, repair of gravestones and memorials, and a project planned for this summer, perhaps with the assistance of students from CBU, is development of a website where a database for each cemetery will be available listing the names of the deceased, and also an interactive map so that visitors to the site may locate and view specific graves or headstones. This is an ambitious activity which the community supports and, again, is a uniting factor in the community.

7. **Women's Winter Workshop**: A Gabarus village activity that has been going on for over 15 years where women from the village assemble at the Community Hall to hook rugs, knit or crochet items (some of which may be sold at Tea and Cookies), share a meal, crafts tips, and friendship. Every Tuesday, women gather for this modern variation on a quilting bee. It should be noted that while most of the fishing is carried out by the men of the village and crafting by the women, villagers of all

ages and gender are welcome to participate in all activities and the turnout is exceptional.

8. **Tea and Cookies, and Craft Sales**: Another village activity that has been conducted since the mid 80's. Every summer, people from the village and beyond hold a regular Saturday event, serving tea and cookies and selling crafts. This is not a ladies-only activity. Several of the men in the village participate as well, especially with helping in the kitchen and presenting crafts for sale. Sales benefit the crafters themselves, the Fire Hall, and sometimes other designated activities, such as the Lighthouse, the Community Hall, or the Cemeteries.

9. **Gabarus Harbour**: Gabarus Harbour is an active one with considerable activities in fishing for various kinds of fish, including scallops, cod, halibut, and haddock; lobster and crab seasons are also a major component. The Harbour also provides safe shelter for commercial fishermen from other areas as well as pleasure boats of all types and sizes. It is not too uncommon that larger craft will shelter overnight in the harbour. The Bluenose, for instance, on her way to a celebration in Louisbourg, stayed over the night before on at least two occasions.

10. **Gull Cove Trail**: As part of the celebration of the 300th anniversary, an ongoing project is underway to restore the old road from Gabarus to Gull Cove, which is now a part of the Nova Scotia Trails system but had fallen into disrepair. There are many in the village who remember when it was possible to drive this back road from Gabarus to Gull Cove, and plans are underway to refurbish the road for foot traffic, hiking, and camping out by clearing the trail, building bridges where needed, and generally setting up an active group to maintain the trail. This is especially interesting because it is not just a summer activity. The trail, once it is refurbished, will be used for cross country skiing, snow shoeing, and winter camping. This is another activity in which one individual has been particularly active but many in the village have already joined in to start clearing and reconstruct the trail.

11. **Louisbourg/Gabarus Road**: There is an old road that runs from Gabarus to Louisbourg, much of which is in need of some work, and one stretch of which needs considerable work. A petition has been started and has garnered over 1100 signatures so far and Gabarus Village and Louisbourg will be cooperating to get the road re-opened. The old road used to be so well-used that we still see people coming into the village looking for the road and being quite surprised that it had been closed. This project ties in with another, the declaration of Gabarus Bay as a UNESCO heritage site, which has the potential for greatly increasing the

number of visitors to both Gabarus and Louisbourg and thereby emphasizing the importance of reactivating this road.

12. **Cape Breton University and Gabarus**: As mentioned elsewhere, CBU students have been extremely helpful and generous with their time to come out to Gabarus and work on various projects. These are, for the most part, political science students who receive school credit for the work that they do and who, as with so many others, became captivated by the energy and interest of the villagers and the many projects underway. The relationship has been extremely rewarding on both sides and some of the students continue to stay in touch and visit even though they have already graduated.

13. **Summer Beach Party**: As part of the anniversary celebration, a summer beach party was held with a bonfire, food, and fireworks. The party was so successful that it will be repeated this year. Gabarus is a favorite destination for many visitors who very much enjoy coming down to see the beach, the new seawall, appreciate the outlook areas overlooking the beach, visit the rescued lighthouse, and take a refreshing break from their daily routine. All food and labor will be donated by the villagers themselves.

14. **Mayor's Tea Party**: An outdoor tea party was held, sponsored by CBRM Mayor Cecil P. Clarke, who honored the village during its 300th anniversary celebration. The event was attended by over 200 people who turned out on a picture-perfect day to greet Mayor Clarke and socialize with friends new and old.

15. **Lieutenant Governor of Nova Scotia Community Spirit Award**: each year up to four communities who meet the criteria for community spirit cooperation and activities are honoured with this award and this year Gabarus was one of the recipients. The village celebrated with a visit by His Honour, Lieutenant Governor Grant, and were the proud recipients of the award as well as a sign for permanent display in the community.

16. **Fishing Derby**: A charitable event/party held in late winter to honour the memory of the late Cyril Hardy and to raise donations for Christmas Daddies.

17. **Voter Turnout**: Gabarus Village consistently has over 90% voter turnout.

18. **Celtic Colours**: Among the educational and recreational activities was a proposed partnership for the first time as a Celtic Colours venue. Despite a power outage during the event, it was very well received and will be planned again this year. We are not at the moment set up for a concert venue, but our plan would be to host a special Tea and Cookies

for Celtic Colours ticket buyers to come to the village for a day of refreshments, craft sales, as well as trips to the Lighthouse, along Gull Cove Trail, around the Harbour, a tour of the cemeteries, and other destinations of interest in the village. This would be a great opportunity for the village to interact with members of the general public in a different way and almost everyone in the village has signed up to participate in some way.

19. **Gabarus Historical** Society: This is a group currently in the formation stages. The community activities related to the Sea Wall crisis and the UNESCO World Heritage Site Status have led to the donation of historical documents by members of the community to the leaders of the movement to repair the sea wall. This in turn generated an interest in the formation of the Historical Society which seeks to catalogue and preserve the material as well as to publicize the important contributions of Gabarus to Nova Scotia and to Canada. One of our most memorable citizens, Mildred Reid Grant Gray, recently deceased, spent a year telling her history to another member of the community, Claire Scheuren. The book, *Bringing Out the Untold Life, Recollections of Mildred Reid Grant Gray,* was published in December 2013. Mrs. Gray was a Morse code operator and then telephone operator and a leading member of our village. Research for that book will also be added to the collection of the Historical Society.

CAPE BRETON UNIVERSITY

1 August 2015

Ms. Janet McGillen
Chair, Gabarus Lightkeeper Society

Dear Ms. McGillen:

Since 2012, Cape Breton University has been working with the community of Gabarus on business planning for the Gabarus lighthouse. This has involved students and faculty in tangible and direct initiatives, as well as inter-disciplinary work.

This commitment of the Political Science department remains for the indefinite future.

In particular, we will:

- Annually incorporate the Gabarus lighthouse into service learning for our students, making "action research" and service in respect to the Gabarus lighthouse part of at least one course.
- Help to link the Society to resources and experts across the country.
- Assist Gabarus to engage part-time or temporary staff assistance through the provincial Job Creation Partnership and other initiatives.
- Assist with profile and public relations.

This has been a unique and valuable community-university partnership – profiled recently, for example, in University Affairs magazine. This collaboration will continue.

Please do not hesitate to contact the undersigned if you have any questions or concerns.

Yours sincerely,

Original signed by

Tom Urbaniak, Ph.D.
Chair, Department of Political Science
(902) 563-1226

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CERTIFICATE OF INSURANCE

RECREATION NOVA SCOTIA
A/O
MEMBER CLUBS, ASSOCIATIONS & GROUPS
(AS ENDORSED HEREON)

This is to certify that the policy of insurance as herein described has been issued to the above insured and the group/association named below is added as a "Named Insured" and the policy is in force as of the date stated hereunder:

Named Insured:	Gabarus Lightkeepers Society
Policy Number:	AL3049
Term:	January 1, 2017 to April 1, 2017
Description of Operations:	Sport, Recreation & Leisure Activities (as on file with Insurer)
Limit of Liability:	$2,000,000 Inclusive Limit
Deductible:	$500
E&O Liability:	$1,000,000 (Directors & Officers/Wrongful Acts)
Insurer:	Certain Lloyd's Underwriters

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy.

Countersigned by:

MCT Insurance

Original signed by

Theresa Steadman
Authorized Representative

Alternate Use Study Surplus Lighthouses, Canada

Final Report
March 2011

Prepared for: Fisheries and Oceans Canada
Room 10E262, 10th Floor
200 Kent Street
Ottawa, Ontario
K1A 0E6

Prepared by:
CRG Consulting
325-301 Moodie Drive
Ottawa, ON K2H 9C4
Tel: (613) 596-2910
Fax: (613) 820-4718
www.thecrg.com

In Association with:
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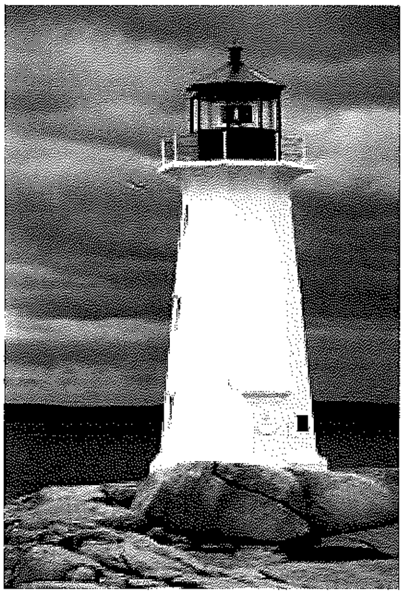
1.0 Executive Summary
1.1 Mandate and Approach



The recently introduced *Heritage Lighthouse Protection Act* (HLPA) 2010 allows for the designation of lighthouses as heritage properties. The Act also facilitates the sale or transfer of heritage lighthouses.

The Department of Fisheries and Oceans Canada (DFO) has declared a number of custodial lighthouse properties surplus to its operational requirements. In alignment with the HLPA and respecting its custodial obligations in accordance with Departmental and Treasury Board (TB) policies, DFO will consider proposals aimed at divesting its surplus lighthouse facilities.

It is expected that the introduction of the HLPA will accelerate the pace of lighthouse divestitures. Accordingly, the Department is seeking to better understand conditions under which surplus lighthouse properties can be redeveloped for viable alternate uses, particularly those alternate uses which afford ongoing public access to the site. This review will assist DFO in assessing proposals it is likely to receive for the transfer of its surplus lighthouses.

The review can also be used to identify criteria under which disposals which ensure ongoing public access may be most successful, and similarly conditions under which public use disposals may not be viable.

Additionally, this review can be used by those seeking or interested in acquiring surplus lighthouses, by identifying conditions and criteria under which proposed alternate uses are most likely to be viable and by extension identifying the elements that should be considered and addressed within an acquisition proposal.

The scope of the study, as per the Client Terms of Reference therefore, has been to:

- Research and identify potential alternate uses for surplus lighthouses;
- Identify conditions under which alternate uses which promote ongoing public access are most likely to be successful; and similarly,
- To identify conditions under which alternate public uses are likely not viable.

This mandate has been accomplished primarily through the identification and review of actual examples or case studies where surplus lighthouses have been disposed and subsequently adapted for alternate uses, both in Canada and Internationally. This included examples identified through consultations with DFO officials in the various Regions across Canada, and other examples identified through independent research conducted by the Study Team comprising CRG Consulting and Colliers International. In accordance with the Client Scope of Work (SoW), site visits were not conducted to any lighthouse properties.

The research identified approximately 80 lighthouse properties that have been successfully disposed and adapted for alternate uses. This includes properties both within and outside Canada and comprising a wide cross section of lighthouses according to type, size, construction materials, age, location, those which include/exclude ancillary buildings, excess lands, etc. This number of examples and facilities is considered sufficiently large to identify key trends and themes in terms of uses pursued, ownership structures, and common criteria or key success factors.

1.2 Research Findings

1.2.1 Alternate Uses

The research identified a wide cross section of successful alternate uses for lighthouse properties which involve and permit ongoing public access to the sites. The most common alternate public uses are tourist or cultural/heritage related. This includes numerous examples of lighthouse facilities that have been converted for uses such as:

- Museums;
- Inter-active/Interpretive centres;
- Eco-Tourist related facilities (locations for whale/bird watching, etc);
- Parks;
- Tourist accommodations (boutique hotels, bed & breakfast establishments, youth hostels, campgrounds, etc.);
- Special event facilities (for meetings, receptions, corporate retreats, fishing lodges, etc.);
- Restaurants;
- Gift shops; and,
- Research/Education facilities with affiliation and management with a Post Secondary Education Institution or School Board.

These types of uses are generally to be expected given the waterfront and often tourist locations associated with lighthouses, although some lighthouses in isolated locations have been successfully converted – including those on islands, adding to their appeal for certain uses, boutique hotels and destination getaways for example.

Also common as an alternate use for lighthouses is conversion for private residences. There are many examples of this type of conversion, both in Canada and Internationally, although in Canada lighthouse disposals and conversions for private residences occurred mostly prior to 1960. There is evidence and numerous international examples where conversion for use as private residences has retained the heritage character of the lighthouse. Indeed, it is a requirement in most countries that the heritage character of the lighthouses be retained, regardless of the alternate use.

In these particular instances, primarily within the United States examples, the structure of the purchase and sale agreement between Government and individual purchaser has specified the retention of heritage features as well as the expressed obligation for the environmental and structural et al. rehabilitation of the facility. Further, the purchaser is obligated to accept the property on an 'as-is where-is' basis with no representations, studies, due diligence provided by the Vendor to the Purchaser. This disposition structure is effective in limiting the potential liability risks associated with the sale of this particular

asset class, especially those properties where environmental remediation is required or where significant deferred capital investment has occurred.
Other uses, albeit less common, include retail commercial operations – for a time Canada Post Corporation operated a post office in a functioning Nova Scotia lighthouse, **and there are even examples where lighthouses which have been converted for use as schools** – among its facilities Niagara College occupies a former lighthouse, and a former lighthouse in Florida is used as a marine laboratory. These two particular examples are instructive in that the educational partners have entered into a long term lease ensuring that operations and maintenance liabilities are the responsibility of the Lessee as opposed to the Owner.

1.2.2 Ownership Models

The research also revealed a wide range of ownership models, the most common being outright sales, although long term and triple net leasing does occur as well.

In Canada, lighthouses that are disposed are most commonly transferred/sold to other levels of government, be it to another Federal Departments (OGDs such as Parks Canada and INAC), or to a Province or to a Municipality. This approach is common in other countries as well.

As key conditions of the sale or transfer, provisions are included in most cases and countries to ensure access to remaining operational areas. Provisions are also included to ensure that the heritage character of the lighthouse is retained. In the United States for example, a Review Committee comprising experts in relevant fields evaluate all disposal proposals including compliance with standards for the treatment of historic properties and associated legal requirements.

Further, the prospective Purchaser, Lessee or Partner is required to accept the property 'as-is where-is' after conducting their own site inspection and project underwriting/due diligence. Generally, no representations, reports or information is provided by the Government pertaining to the condition of or status of the particular asset.

In Canada and elsewhere, the transfers often occur in a shared or partnership style ownership-management fashion **comprising a Municipality along with a Community Group or Non-Profit.**

In some cases, the transfer is direct to a municipality and in others it is to a Community Group/Non-Profit. This latter model is common in Atlantic Canada where former lighthouses have been transferred to Community Groups/Non-Profits, who then seek recapitalization and operating funding from the local municipality, the province, the federal government (including from the Atlantic Canada Opportunities Agency – ACOA), and/or private sources (donations from industry, fund raising, etc).

There are many positive examples of these types of transfers, both in Canada and Internationally. In these cases, the former lighthouses are typically converted for uses such as museums or related tourist attractions.

The other common ownership model is simply to transfer/sell former lighthouses to private individuals. There are numerous examples of this, both in Canada and Internationally, although as noted lighthouse disposals and conversions for private residences occurred in Canada mostly prior to 1960. In these situations the most common alternate use is as a private residence. There are also numerous examples of successful conversions for private tourist related businesses – boutique hotels, youth hostels, restaurants, etc. Again, there is good evidence that conversion for these uses has not come at the expense of the heritage character of the lighthouse. On the contrary, private individuals are often in the best position and with the greatest motivations and financial wherewithal to ensure heritage compliance.

1.2.3 Disposal Processes

The research also demonstrates a need for well established, clear and transparent disposal processes, and this is considered paramount to the success of both individual disposals and larger disposal initiative. The United States (US) in particular has well established disposal processes for surplus lighthouses. These were introduced a decade ago as part of the US National Historic Lighthouse Preservation Act (2000).

These processes are described herein and are similar to those used by the Canadian Government in surplus property disposals. They are characterized as a top-down approach whereby facilities are offered first to other federal agencies, then to other public organizations, and finally for private sale.

In the event a surplus lighthouse is offered for disposal in the US, a process is followed which involves submission and evaluation of a detailed business plan. The key differences from traditional real property disposals are provisions to ensure the preservation of historic elements and of the character of the lighthouses, plus ongoing access for any operational elements.

1.2.4 Key Success Factors

In addition to identifying alternate uses, the research also yields a series of common criteria under which disposals which permit ongoing public access appear most likely to be successful, and by extension conditions under which public use disposals may not be viable. Knowledge of these criteria, and their relative importance, can assist DFO in assessing its portfolio and any proposals it is likely to receive for the transfer of surplus lighthouses. Equally, this information can be used by those seeking or interested in acquiring surplus lighthouses, by identifying conditions and criteria under which proposed alternate uses are most likely to be viable, or not viable.

The following criteria were identified. They are described and rated in more detail herein. Also provided is an assessment of their relative importance meaning how significant each is deemed to be for the successful re-use of lighthouses (see Table A-1, below), although it should be emphasized that relative importance may vary by circumstance:

- **Accessibility** – meaning how accessible the lighthouse is (rated to be of High importance);
- **Proximity** – related to accessibility is the issue of proximity, meaning how close the former lighthouse is to major roadways, population centres and other cumulative attractions (rated as Medium importance);
- **Image/Profile/Symbolism** – meaning what is the profile of the asset, both in its community and beyond, including its heritage profile (rated as High importance);
- **Condition** – meaning what is the condition of the asset, what is required to upgrade and maintain it, and what are the associated costs (rated as Medium importance);

- **Revenue Potential** – meaning what is likelihood that the new owner can generate revenues, in order to cover both operating and recapitalizations costs (rated as Medium importance) ;
- **Ownership Model/Uses** – this refers to the ownership model and planned use of the lighthouse including defined roles, responsibilities, financial commitments, support from outside organizations, etc. There are numerous successful ownership models and a key element of any model is having a "champion" or group of individuals committed to the lighthouse project (rated as being the most or Highest importance);
- **Complexity/Risk** – meaning how complex or risky is a potential transfer (rated as Low importance);
- **Functionality, Flexibility and Quality of Space** – meaning how useful and usable is the resultant space and how flexible is it for alternate uses (rated as Low importance);
- **Site Flexibility/Potential** – meaning does excess land exist that offers potential for alternate/future uses (rated as Low importance); and
- **Operational Efficiencies** – meaning would the acquisition of a former lighthouse yield operational efficiencies for the new owner (rated as Low importance).

In general, these criteria reflect the ability to divest/ ease of generating market interest in a specific asset. For example, some of the successful case studies do not necessarily meet the high importance criteria, but they do illustrate that criteria weighting is important due to the difficulty and extended nature of the disposition process.

Table A-I: Evaluation Criteria and Importance

Criteria	**Importance**
Accessibility	High
Proximity	Medium
Image/Profile/Symbolism	High
Condition	Medium
Revenue Potential	Medium
Ownership Model/Uses	***Highest***
Complexity/Risk	Low
Functionality/Flexibility/Quality of Space	Low
Site Flexibility/Potential	Low
Operational Efficiencies	Low

The above elements represent the items that should be considered and addressed within any acquisition proposals.

Of these, the research shows that the proposed Ownership Model/Use is the single most important criteria. Also of high importance are Accessibility and Image/Profile/Symbolism, and **it is the strength of these combined elements that will largely define the potential success of any re-use.**

1.2.5 Portfolio Tiering

As a further step, the above analysis and identified key success criteria can be used by DFO to "Tier" its portfolio of surplus lighthouse assets. Tiering is typically performed by a portfolio owner seeking to assess or rank its assets and/or to assist in making strategic decisions on its assets such as to identify which should be retained, which recapitalized,

which disposed, etc. In the case of DFO, however, the decision to retain or dispose of a lighthouse is driven primarily by the navigational importance of the facility.
The approach uses *contributing lines of evidence*, to suggest one or more actions for an asset and an entire portfolio. A Tiering exercise could assist DFO in identifying the most likely candidates for disposal and re-use in a manner that promotes ongoing public access to the site and similarly those least likely for public use disposal.
Actual Tiering of the DFO portfolio was not conducted as part of this mandate and indeed cannot be conducted without detailed knowledge of the surplus lighthouses and their characteristics. Nonetheless, the evaluation criteria and weightings provide the basis for tiering and this tool is a consideration and possible next step for DFO in regards to its portfolio of surplus lighthouses.

2.0 Study Scope and Approach

2.1 Background

The Department of Fisheries and Oceans Canada (DFO) has declared a number of custodial lighthouse properties surplus to its operational requirements. In alignment with the HLPA and respecting its custodial obligations in accordance with Treasury Board (TB) policies, DFO is willing to consider proposals aimed at divesting its surplus lighthouse facilities.

The HLPA came into force on May 29, 2010 and in addition to facilitating the sale or transfer of heritage lighthouses, the Act is designed to ensure the conservation and protection of lighthouses. The legislation is expected to achieve this goal in several ways:

- The Act provides for a process for the designation of heritage lighthouses;
- The Act requires that public consultation occur before heritage lighthouses are sold; and,
- The Act requires that lighthouses be reasonably maintained after their transfer and that any alterations comply with national and international conservation standards, indeed many of the surplus lighthouses that are eligible for transfer have already been designated as heritage buildings by the Federal Heritage Buildings Review Office (FHBRO).

In addition to DFO's responsibilities under the HLPA, the Department is also required to manage their lighthouse portfolio in accordance with Treasury Board Policy on the Management of Real Property. In accordance with this policy, DFO must ensure that "best efforts" are made to arrange for appropriate alternative uses of under-utilized or surplus assets, first within the federal government and then as needed outside the federal government.

Prior to the HLPA, DFO had a lighthouse disposal strategy that was primarily focused on transferring surplus assets to other levels of government, municipalities, and local non-profit groups. Over the past approximately 15 years, DFO has transferred numerous lighthouses and associated properties. Many of these assets remain accessible to the public and some have been further developed with complimentary uses. Some lighthouses have been sold to private interests and typically these have been incorporated or converted to private residences or seasonal dwellings, although in

Canada, lighthouse disposals and conversions for private residences occurred mostly prior to 1960.

It is expected that the introduction of the HLPA will accelerate the pace of lighthouse divestitures. **Accordingly, DFO is seeking to better understand the conditions under which surplus lighthouse properties can be redeveloped for viable alternate uses, particularly those which will permit ongoing public access to the sites**. This review will assist DFO in assessing proposals it will receive for the possible transfer of its surplus lighthouses.

2.2 Study Scope and Approach

The scope of this study has been to research and identify potential alternate uses for surplus lighthouses, as well as conditions under which alternate uses which promote ongoing public access are most likely to be successful.

The mandate has been accomplished primarily through the identification and review of examples or case studies, both within Canada and Internationally, where viable and sustainable alternative uses for lighthouses have been found, especially those that conserve the heritage character of the lighthouses and result in ongoing uses and public access.

The research can also be used in reverse, to say it can be used to identify conditions under which alternate uses that promote public accessibility are likely not viable. In these cases, the most appropriate option may well be sale to private interests and as the research shows this approach need not be at the expense of protecting the lighthouse and its heritage character.

This report provides the research findings, analysis and specific recommendations. In reviewing the report and its findings it should be recognized that it has been prepared solely on the basis of the information and assumptions as set forth in the accompanying text. CRG Consulting and our Study Team have attempted to verify this information wherever possible, using a combination of data checks and interviews with various officials. However, it is not possible to fully document all factors, nor to account for all of the changes that might occur in the future. If, for any reason, major changes occur that influence the information and assumptions set forth in this report, the findings should be reviewed in the light of these changed circumstances and revised, if necessary. Note in this regard, and in accordance with the mandate and associated Statement of Work (SOW), no actual site visits were conducted, rather research was compiled via a combination of data searches and interviews.

3.0 Research Findings

The scope of the study has been to research and identify potential alternate uses for surplus lighthouses, as well as conditions under which alternate uses which promote ongoing public access are most likely to be successful. This has been accomplished primarily through the identification and review of examples or case studies, both within Canada and Internationally.

The Consultant Team identified and researched numerous examples of lighthouse re-use, both in Canada and Internationally. The findings of the research are summarized below. The detailed investigations (case studies) are appended, broken down between

Canadian examples and those outside Canada. The latter includes examples identified in the United States, United Kingdom, Australia and selected additional international locations.

A total of approximately 80 examples of lighthouse re-use were identified and researched. This comprises 60+ Canadian examples including those transferred to/for private usage and those transferred to/for public usage. International examples (approximately 20 in total) were identified from the United States, Britain (UK), Australia and other international locations. This included examples identified through consultations with DFO regional officials and other examples identified through independent research conducted by the Study Team comprising CRG Consulting and Colliers International. In accordance with the Client Scope of Work (SoW), site visits were not conducted to any lighthouse properties.

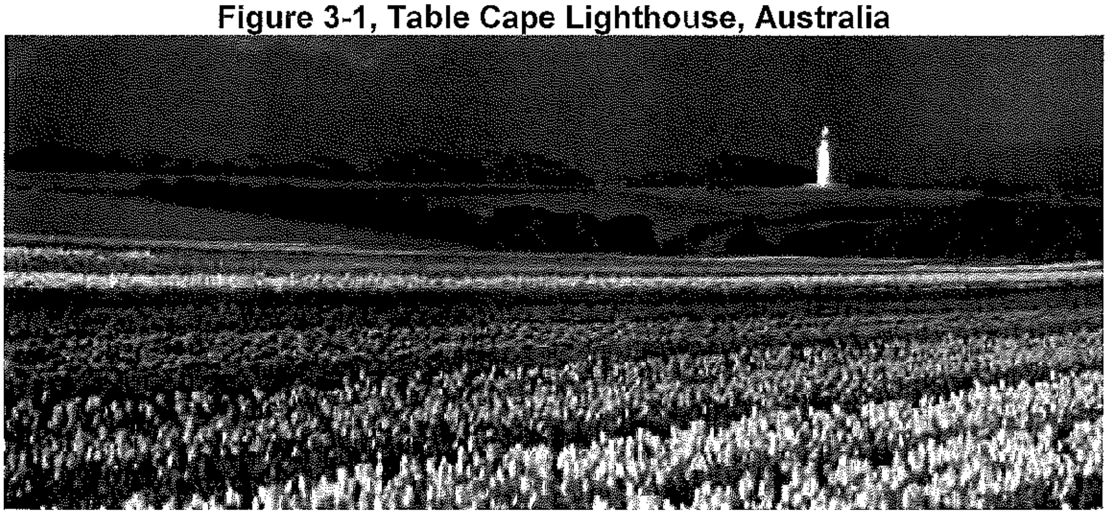
A summary of the research and identified alternate uses is provided below. The individual case studies and actual examples are appended: Canadian examples (see Appendix A), International examples (see Appendix B).

3.1 Alternate Uses

The research identified a wide cross section of alternate uses which permit ongoing public access for lighthouse properties, the most common of which are tourist or cultural/heritage related. This includes numerous examples of lighthouse facilities that have been converted for uses such as:

- Museums;
- Inter-active/Interpretive centres;
- Eco-Tourist related facilities (locations for whale/bird watching, etc);
- Parks;
- Tourist accommodations (boutique hotels, bed & breakfast establishments, youth hostels, campgrounds, etc.);
- Special event facilities (for meetings, receptions, corporate retreats, fishing lodges, etc.);
- Restaurants;
- Gift shops;
- Research and Education; and,
- Others.

Figure 3-1, Table Cape Lighthouse, Australia



These types of uses are generally to be expected given the coastal and often tourist locations associated with many lighthouses. Indeed, many of the lighthouses that have been converted are located on islands, adding to their appeal for certain uses – boutique hotels for example.

Another common alternate use is for private residences. There are many examples of this type of conversion, both in Canada and Internationally, although in Canada lighthouse disposals and conversions for private residences occurred mostly prior to 1960. There is also evidence and numerous international examples where conversion for use as private residences has retained the heritage character of the lighthouse. Indeed, it is a requirement in most countries that the heritage character of the lighthouses be retained, regardless of the alternate use, and private individuals are often in the best position - with the greatest motivations and financial wherewithal, to ensure heritage compliance as well as undertaking any deferred maintenance in order to upgrade a facility to meet current Building Codes. Such covenants may, however, impact the market value and achievable sale price of a property.

Figure 3-3, Thimble Shoals, Virginia

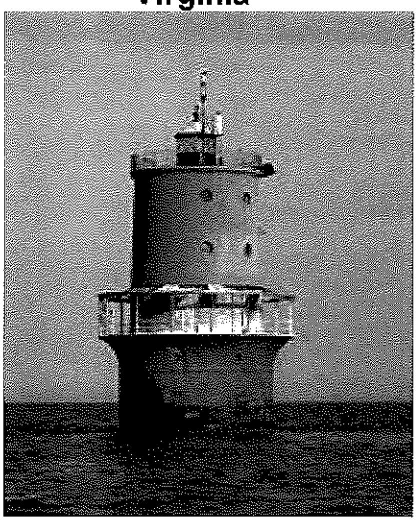


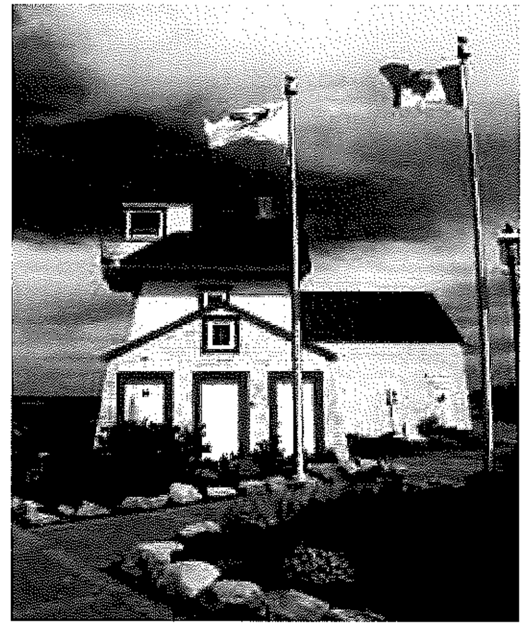
Figure 3-2, Morgan Point Lighthouse, Connecticut

Other uses, albeit less common, include retail commercial operations – for a time Canada Post Corporation operated a post office in a functioning Nova Scotia lighthouse, **and there are even examples where lighthouses which have been converted for use as schools** – among its facilities Niagara College occupies a former lighthouse.

3.2 Ownership Models

The research revealed a wide range of ownership models. **In Canada, lighthouses that are disposed are most commonly transferred/sold to other levels of government**, be it:

Figure 3-4, Fort Point, Nova Scotia



Other Federal Departments or OGDs (Parks
- Canada and INAC for example);
- Provinces; or,
- Municipalities.

In the latter case this often occurs in a shared or partnership style ownership-management fashion with a **Community Group or Non-Profit**. In these cases, the community organization is typically responsible for the management and operation of the former lighthouse. In some cases, the transfer is to the municipality and in others it is direct to the Community Group/Non-Profit. This latter model is common in Atlantic Canada where former lighthouses are commonly transferred to a Community Group/Non-Profit who then seeks funding from the local municipality, the province and/or the federal government (including from the Atlantic Canada Opportunities Agency – ACOA). In these transfers DFO typically addresses any environmental issues.

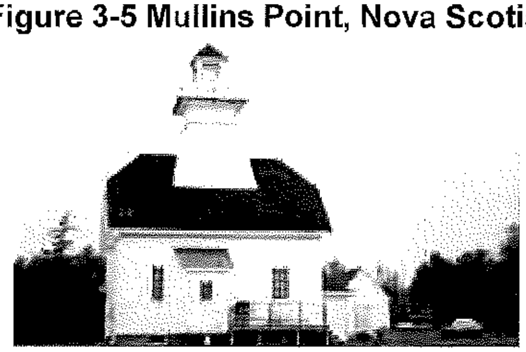
The other common ownership model is simply to transfer/sell former lighthouses to private individuals. There are numerous examples of this both in Canada and Internationally. In these situations the most common alternate use is as a private residence.

There was a bias towards Long Term and Triple Net lease structures where a Community Group or Non-Profit organization was involved in the partnership structure as the operating entity. Whereby, private individuals typically favoured outright sales with Freehold Ownership.

3.3 Processes

To achieve successful disposals, the research also demonstrates a need for well established, clear and transparent disposal processes, and this is considered paramount to the success of both individual disposals and larger disposal initiatives.

Figure 3-5 Mullins Point, Nova Scotia



The United States (US) has well established disposal processes for surplus lighthouses. These were introduced a decade ago as part of the US National Historic Lighthouse Preservation Act (2000). US processes are characterized as a top-down approach whereby facilities are offered first to other federal agencies, then to other public organizations, and finally for private sale.

In the event a surplus US lighthouse is offered for disposal, a process is followed which involves submission and evaluation of a detailed business plan. This plan, which is evaluated by relevant experts in the fields of cultural resource management, maritime history, preservation, and parks and recreational programs, must describe the proposed use as well as provide a:

- Preservation and Maintenance Plan;
- Use Plan;
- Financial Plan;
- Management Plan; and,
- Associated Covenants and Agreements, key of which are provisions to ensure the preservation of historic lighthouse elements and of the character of the lighthouses, plus ongoing access for any operational elements.

Key excerpts from the US National Historic Lighthouse Preservation Act (2000) and associated disposal processes are appended – see Appendix C. In accordance with the HLPA, DFO has established similar procedures and requirements including "Guide to Preparing a Business Plan Acquiring a Surplus Lighthouse" (May 2010).

3.4 Key Success Factors

In addition to identifying alternate uses, the research can also be used to identify common criteria under which disposals which permit ongoing public access to the sites may be successful, and similarly conditions under which public use disposals may take longer in duration or may not be viable altogether. Knowledge of these criteria, and their relative importance, can assist DFO in assessing its portfolio and also assist in assessing proposals it is likely to receive for the transfer of surplus lighthouses. In considering these criteria, it is important to note that relative importance may vary by circumstance; nonetheless certain criteria are clearly more important than others. The following were identified:

- **Accessibility** – meaning how accessible the lighthouse is. Islands and similarly remote locations are by their nature less accessible and the potential for alternate public uses is clearly impacted by accessibility, although remoteness in and of itself need not be a negative – there are numerous examples of remote lighthouses, including those on islands, being successfully converted into boutique hotels, destination getaways and private residences. Accessibility also refers to whether the lighthouse itself is accessible – to DFO should operational areas remain, and also to the public – can people tour it, walk up to the light area, etc. The research shows that facilities that are physically accessible to the public are more successful as tourist establishments and on this basis **this criterion is rated as having High Importance for an alternate public use**.
- **Proximity** – related to accessibility is the issue of proximity, meaning how close the former lighthouse is to major roadways, population centres and significantly cumulative attractions. There are numerous examples of successful conversions of lighthouses into alternate uses which promote public access such as museums, interpretive centres and other tourism related uses in part because they are close to other related facilities. On the other hand, facilities that lack proximity and cumulative attractions are less likely to be successful. While being close to population centres is desirable, it is not mandatory, particularly when dealing with transfers to OGD's for alternate uses such as parks. Also, for private divestitures, proximity to population centres may actually be a disincentive. On this basis **this criterion is rated as having Medium Importance for alternate public uses.**
- **Image/Profile/Symbolism** – meaning what is the profile of the asset, both in its community and beyond, including its heritage profile. Certain lighthouses enjoy national even international profiles. The research suggests facilities with higher

profiles are more likely to be sought for transfer; indeed if a site has historical significance it will generally be far more attractive to the local community, non–profits and others. On this basis **this criterion is rated as having High Importance for both public and private alternate uses.**

- **Condition** – meaning what is the condition of the asset, what is required to upgrade and maintain it and what are the associated costs. Assets that are in poor condition or which require significant recapitalization are less likely to be candidates for viable re-uses, unless the transferee has access to the funding needed for the recap. Significantly, the intent of DFO is to transfer lighthouses in their current condition – "as is and where is", and further that as a condition of sale, DFO will not warrant the condition or be responsible for future repairs. Due diligence is therefore highly recommended on the part of prospective purchasers. This same approach is used in the US, whereby prospective purchasers are required to accept any/all responsibility for the condition of the assets and needed future recapitalization and in accordance with heritage conservation and it is expected that proper due diligence will be conducted by prospective purchasers. Notwithstanding, the condition of a facility can significantly impact its attractiveness for disposal and also its market value. **This criterion is rated as having Medium Importance for alternate public uses.**
- **Revenue Potential** – meaning what is likelihood that the new owner can generate revenues, in order to cover both operating and recapitalizations costs. Museums for example typically charge an admission fee, similarly hotels and restaurants charge for the services they provide, and sites with excess lands or buildings may have the potential to generate revenues. Those former lighthouse assets which have the potential to generate significant revenues are more likely to be successful under certain re-uses than those with limited revenue sources although the importance of this criterion clearly depends upon the use contemplated. **This criterion is rated as having a relative Low Importance for alternate public uses.**
- **Ownership Model/Uses** – this refers to the ownership model and planned use of the lighthouse including defined roles, responsibilities, financial commitments, support from outside organizations (e.g., financial commitments, fund-raising, shared space, advertising, willingness to create an exhibit or other interpretive material, technical assistance, transportation, etc.). There are numerous successful ownership models. These range from long term leases and outright sales, as well as partnerships between municipalities and community groups. There are positive examples of all of the various ownership models. Each also has pros and cons which would need to be evaluated on a case by case basis. For example, transferring to a Community Group may ensure that those with experience, passion and vision are directly involved with the operation of the former lighthouse; however, these organizations typically have little/no direct access to funding. Key to this criterion is the need for a "champion" that is someone or some group who is committed to the project and willing and able to spend the time and resources needed. On this basis **this criterion is rated as having High (Highest) Importance for both public and private alternate uses.**
- **Complexity/Risk** – meaning, how complex or risky is a potential transfer? Simply stated, those assets which are viewed as being easier to transfer are more likely to be pursued than those which are more complex, have competing interests, multiples stakeholders, etc. There are examples where potential transfers have been scuttled due to their complexity/risk and the associated time and costs

involved in the transfer. This criterion would also consider level of disruption. It is fair to say that all transfers will have elements of risk and complexity, although the extent of both will vary. On this basis **this criterion is rated as having a relative Low Importance for alternate public uses.**

- **Functionality, Flexibility and Quality of Space** – meaning how useful and usable is the resultant space and how flexible is it for alternate uses. Assets which yield better quality and more functional space and/or space that is flexible for alternate uses would therefore be superior for potential transfer to those which are not. The lack of these features could be a problem for municipalities or non-profits, but a relatively minor issue for OGD's or private individuals who would focus more on their vision for the site as opposed to what is there now. On this basis **this criterion is rated as having a relative Low Importance for alternate public uses.**
- **Site Flexibility/Potential** – meaning does excess land exist that offers potential for alternate/future uses. Assets with excess lands would generally be regarded as being superior to those which do not, although again the importance of this criterion would depend upon the use(s) contemplated. **This criterion is rated as having Medium Importance for alternate public uses.**
- **Operational Efficiencies** – meaning would the acquisition of a former lighthouse yield operational efficiencies for the new owner – operating multiple facilities in a single location for example could yield efficiencies. This is a relatively minor criterion which would apply in limited circumstances and on this basis **is rated as having Low Importance for alternate public uses.**

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made in triplicate this ______ day of ________, 2016.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Fisheries and Oceans, ("**Her Majesty**")

PARTY OF THE FIRST PART

- and –

GABARUS LIGHTKEEPERS SOCIETY, a society incorporated under the Laws of Nova Scotia, ("**the Grantee**").

PARTY OF THE SECOND PART

WHEREAS Her Majesty is the owner of real property identified as PID 15349236 located at Gabarus, County of Cape Breton, Province of Nova Scotia, the property currently the site of a light station identified as LLN#753 in the Canadian Coast Guard's List of Lights, Buoys and Fog Signals publications, more particularly described in Schedule "**A**" (the "Lands").

NOW THEREFORE this Agreement witnesseth that in consideration of the sum of One Dollar ($1.00) of lawful money of Canada paid by the Grantee to Her Majesty and in further consideration of the conditions set out in this Agreement the parties hereto and each of them covenant and agree, the one with the other, as follows:

1. <u>DEFINITIONS</u>

a. "Agreement" means this agreement and the attached Schedules "**A**", "B", "C" and "D", which are incorporated into and form a part of this agreement;

b. "Closing Date" means the closing date as defined in this Agreement;

c. "Navigational Aid Equipment" means any equipment, light or any other type of device specifically intended to assist navigators in determining their position or safe course, or to warn them of dangers or obstructions to navigation. The Navigational Aid Equipment shall include all equipment, which may be required to operate, maintain and monitor a light or other type of device, in the sole discretion of Her Majesty, as well as, but not limited to, those items listed in Schedule "C" hereto;

d. "Lands " means the real property identified with PID 15349236, located at Gabarus, County of Cape Breton, Province of Nova Scotia, described in Schedule "A" including the Lighthouse Facility, defined below, thereon erected. The Navigational Aid Equipment shall not form part of or be included with the Lands;

e. "Land Registration Act" means the *Land Registration Act* of Nova Scotia, chapter 6 of the Nova Scotia Acts of 2001 as amended from time to time;

f. "Lighthouse Facility" means the light station, buildings, structures and fixtures located on the Lands which shall form part and be included with the Lands. The Navigational Aid Equipment shall not form part of or be included with the Lighthouse Facility;

g. "Purchase Price" is the price paid by the Grantee to Her Majesty for the Lands on the Closing Date.

2. GENERAL

a. In order to effect the sale of the Lands, Her Majesty shall request the federal Department of Justice to prepare a conveyancing document to be issued pursuant to the *Federal Real Property and Federal Immovables Act* wherein Her Majesty shall remise, release and quit claim unto the Grantee all the right, title, and interest of Her Majesty in the Lands, any mines and minerals excepted (the "Conveyance Document").

b. In the event that the Lighthouse Facility is damaged or destroyed prior to the Closing Date, then in such event Her Majesty shall be under no obligation to either transfer the Lands or repair or replace the Lighthouse Facility or any part thereof pursuant to this Agreement. Her Majesty may, at Her option, terminate this Agreement and Her Majesty shall not be liable for any costs or damages to the Grantee pursuant to this Agreement.

c. The Grantee agrees to accept possession of the Lands in the condition they are in at the time of closing.

d. The Grantee agrees that the Purchase Price for the Lands is One Dollar ($1.00) of lawful money of Canada exclusive of HST.

e. The Grantee agrees to pay Her Majesty the Purchase Price on the Closing Date.

f. The Grantee represents and warrants that it has inspected the Lands or caused the Lands to be inspected on its behalf and has made such further investigations and inquiries as are warranted and has entered into this Agreement in reliance upon such inspection and not in reliance upon any representation whether oral, written, or implied and by whosoever made.

g. Her Majesty makes no representations or warranties expressed or implied as to the condition of the Lands, or as to the suitability of the Lands for any use or purpose.

h. The Grantee agrees to accept Her Majesty's title to the Lands provided the title is good and free from all encumbrances except as to any municipal by-laws, registered or unregistered rights-of-way, registered easements, registered restrictions or covenants that run with the Lands, and subject to any restrictions and reservations in the original grant from the Crown.

i. The Closing Date shall occur no sooner than ninety (90) calendar days and no later than one hundred fifty (150) calendars days following the date of publication of a notice in a local newspaper.

j. As soon as possible after the execution and delivery of the Conveyance Document, the Grantee agrees to register the document, and will provide Her Majesty with an original registered copy of the document including confirmation of registration. The Grantee will ensure that its solicitor undertakes to register the Conveyance Document immediately upon closing.

k. Her Majesty agrees, at her expense, to migrate the Lands under the Land Registration Act within ninety (90) calendar days after the execution of this Agreement. In the event that Her Majesty is unable to migrate the Lands then this Agreement may be terminated by Her Majesty.

l. Pursuant to the Payments in Lieu of Taxes Act, Her Majesty shall pay payment-in-lieu of taxes up to and including the Closing Date with respect to the Lands. Following the Closing Date, the Grantee will be responsible for all applicable taxes, local improvement rates, water and assessment rates and all other taxes and impositions.

3. **CONTINUED OPERATION OF THE NAVIGATIONAL AID EQUIPMENT AND STATEMENT OF WORK**

a. On the Closing Date, vacant possession of the Lands shall be provided to the Grantee subject to the existence of the Navigational Aid Equipment which shall be governed by this Agreement, and the Conveyance Document which shall include an easement and covenants reserved in favour of and for the benefit of Her Majesty, which easement, covenants, and benefit thereof, shall run with the Lands in perpetuity. A draft of the Conveyance Document including the reserved easement and covenants is attached as Schedule "D".

b. The Grantee understands that this Agreement is conditional upon the Grantee agreeing to the easement and covenants found in Schedule "D", that provides the statement of work that the Grantee shall be expected to fulfill and which shall create an easement in perpetuity to Her Majesty, Her Ministers, their officers, employees, agents, contractors, subcontractors and their workers with complete access to the Lands, in order to inspect, operate, maintain, repair, replace, remove, and upgrade the Navigational Aid Equipment.

4. **HERITAGE PRESERVATION**

a. In the event that the lighthouse is designated as a heritage lighthouse under the Heritage Lighthouse Protection Act, S.C. 2008, c. 16, the Grantee shall:

   i. protect the Heritage Character of the heritage lighthouse;

   ii. not impair or adversely affect the Heritage Character of the heritage lighthouse;

   iii. maintain the heritage lighthouse in accordance with the Standards and Guidelines for the Conservation of Historic Places in Canada;

   iv. use and apply the Standards and Guidelines for the Conservation of Historic Places in Canada for any alterations to the heritage lighthouse.

b. In the event that the lighthouse is designated as a heritage lighthouse under the Heritage Lighthouse Protection Act, and in the event that the heritage lighthouse or part of it is sold or transferred, the Grantee shall ensure that the obligations herein regarding the maintenance of the heritage character of the lighthouse are transferred to the successive owner.

c. In the event that the lighthouse is designated as a heritage lighthouse under the Heritage Lighthouse Protection Act, and prior to any transaction effecting its sale or transfer, the Grantee shall make an application to the municipality in which the property is located for heritage designation, and provide proof of the application. In the event that the municipality does not administer a heritage program, the Grantee shall make an application to the Province seeking heritage designation for the property, and provide proof of the application.

d. The Grantee will inform Her Majesty of the outcome of the application for the municipal or provincial heritage designation.

e. If the lighthouse has been designated as a "Recognized" federal heritage building through the Federal Heritage Buildings Review Office the Grantee hereby acknowledges that it has been provided with a copy of the Heritage Character Statement for the lighthouse and will make best efforts to protect the lighthouse in accordance with this statement.

5. <u>COVENANTS OF THE GRANTEE</u>

a. The Grantee agrees to provide to Her Majesty, prior to issuance of the Conveyance Document, written documentation confirming the authority of the Grantee to execute this Agreement.

b. If at any time during the ten (10) year period commencing on the date of issuance of the foregoing Conveyance Document to the Grantee, and without having first obtained the written permission of Her Majesty, the Grantee ceases to operate the Lighthouse Facility for purposes other than those permitted pursuant to the Covenants and Conditions provided in the Conveyance Document, or conveys any interest in the Lands by way of Deed, Quit Claim Deed or otherwise, the Grantee shall pay to Her Majesty the sum of Twelve Thousand Five Hundred ($12,500.00) Dollars. This payment becomes due and payable to the Receiver General for Canada within thirty (30) calendar days of such transfer, and any such payment, or arrears, shall be governed by the provisions of the Financial Administration Act.

6. <u>LIABILITY</u>

a. Upon registration of the Conveyance Document, the Grantee shall thereafter be liable for all claims, actions, causes of action, expenses and costs, for losses, damage, injuries or death on the Lands, resulting directly or indirectly from the ownership, occupation or use of the Lands by the Grantee or those for whom the Grantee is responsible.

b. Upon registration of the Conveyance Document, the Grantor shall thereafter be liable for all claims, actions, causes of action, expenses and costs, for losses, damage, injuries or death on the Lands, resulting directly or indirectly from the ownership, occupation or use of the Navigational Aid Equipment by Her Majesty.

7. <u>ENVIRONMENT</u>

a. Her Majesty makes no representations or warranties expressed or implied as to the environmental suitability of the Lands for any use or purpose.

b. Prior to the execution of the Conveyance Document Her Majesty and the Grantee shall enter into an Environmental Disclosure Agreement, attached as Schedule "B", and its execution shall form part of this Agreement.

8. <u>HARMONIZED SALES TAX</u>

a. The Grantee warrants that it is a registrant for harmonized sales tax ("HST") imposed by Part IX of the *Excise Tax Act* (Canada) (the "Act"). The Grantee shall provide Her Majesty with the Grantee's registration number for HST prior to the Closing Date.

b. Except as otherwise provided in this Agreement, if this acquisition of the Lands by the Grantee is subject to HST then such HST shall be in addition to the Purchase Price and HST shall be collected and remitted in accordance with the Act. Her Majesty agrees to provide the Grantee with evidence satisfactory to the Grantee that Her Majesty is registered under the Act and Her Majesty shall remit such HST directly to the Receiver General for Canada when and to the extent required by law.

9. DISPUTE RESOLUTION

If a dispute arises out of, or in connection with this Agreement, and the parties to this Agreement do not resolve some or the entire dispute through discussions then:

a. Written notice, containing a request to negotiate, shall be given by either party to the other. This notice shall be given promptly in order to prevent further damages resulting from delay and shall specify the issues in dispute.

b. Negotiations shall occur first between representatives of the Grantee and representatives of Her Majesty. If the representatives do not resolve some or all of the issues in the dispute within 30 calendar days after notice has been given, then the parties shall attempt to resolve the issues in dispute through a second level of negotiations between a principal of the Grantee and a representative on behalf of Her Majesty of greater seniority than the representative that initially met with the representative of the Grantee.

c. All information exchanged during these negotiations shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.

d. The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel.

10. GRANTEE'S WARRANTIES AS TO CONDUCT

1. The Grantee must respond in an honest, fair and comprehensive manner that accurately reflects its capacity to satisfy the requirements stipulated in this Agreement only if it will fulfill all obligations.

2. By entering into this Agreement, the Grantee hereby represents and warrants that it understands that to ensure fairness, openness and transparency in the acquisition process, the commission of certain acts or offences will render them ineligible to this Agreement. Her Majesty will reject any offer or agreement in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by Her Majesty to be untrue, in any respect, prior to the time of Closing. If it is determined in this Agreement that the Grantee made a false declaration, Her Majesty will, have the right to terminate this Agreement. The Grantee will be required to diligently maintain up-to-date the information requested. The Grantee and any of the Grantee's Affiliates will also be required to remain free and clear of any acts or convictions specified in these Integrity Provisions prior to the time of Closing.

3. Affiliates : For the purpose of this Warranty as to Conduct, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Grantee's Affiliates if:

   i. directly or indirectly either one controls or has the power to control the other, or

ii. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.

4. Grantees that are incorporated, including joint ventures, must provide a complete list of names of all individuals who are currently directors of the Grantee. Grantees that are sole proprietorships, including joint ventures, must provide the name of the owner. Grantees who are as societies, firms, or partnerships do not need to provide lists of names.

   If the required names have not been received prior to closing the transaction, Her Majesty will inform the Grantee of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the Agreement null and void. Providing the required names is a mandatory requirement prior to Closing.

   Her Majesty may, at any Closing time, request that a Grantee provide properly completed and signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229-1*) for any or all individuals mentioned above within a specified time frame. Failure to provide such Consent Forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the Agreement being null and void.

5. The Grantee must diligently inform Her Majesty in writing of any changes affecting the list of names of directors after the execution of this Agreement and prior to the time of Closing. The Grantee must also, when requested, provide Her Majesty with properly completed and signed Consent Forms.

6. By executing this Agreement, the Grantee hereby represents and warrants in favour of the Her Majesty that it is aware, and that its Affiliates are aware, that Her Majesty may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Her Majesty may also verify the information provided by the Grantee, including the information relating to the acts or convictions specified in this Warranty as to Conduct, through independent research, use of any government resources or by contacting third parties.

7. The Grantee hereby represents and warrants to and in favour of the Her Majesty that as of the date of this Agreement and prior to the time of Closing that neither the Grantee, nor a Grantee's Affiliates have, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of this Agreement if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

8. Time Period: The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.

   In addition, for a conviction under paragraphs 11.9. or 11.10, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Grantee must therefore provide a copy of confirming documentation from an official source for its certification to be found true by Her Majesty for the purpose of these Integrity Provisions. If the documentation has not been received in a timely manner, Her Majesty will inform the Grantee of a time frame within which to provide the information. Failure to comply within the time frame specified will render this Agreement void.

9. The Grantee hereby represents and warrants that as of the effective date of this Agreement and prior to the time of the Closing neither the Grantee, nor any of the Grantee's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions unless the time period, as defined in subsection 11.8, has elapsed:

   i. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or

   ii. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code, or

   iii. section 119 (Bribery of judicial officers, etc), section 120 (Bribery of officers), section 346 (Extortion), sections 366 to 368 (Forgery and other offences resembling forgery), section 382 (Fraudulent manipulation of stock exchange transactions), section 382.1 (Prohibited insider trading), section 397 (Falsification of books and documents), section 422 (Criminal breach of contract), section 426 (Secret commissions), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code, or

   iv. section 45 (Conspiracies, agreements or arrangements between competitors), section 46 (Foreign directives), section 47 (Bid rigging), section 49 (Agreements or arrangements of federal financial institutions), section 52 (False or misleading representation), section 53 (Deceptive notice of winning a prize) of the Competition Act, or

   v. section 239 (False or deceptive statements) of the Income Tax Act, or

   vi. section 327 (False or deceptive statements) of the Excise Tax Act, or

   vii. section 3 (Bribing a foreign public official), section 4 (Accounting), or section 5 (Offence committed outside Canada) of the Corruption of Foreign Public Officials Act, or

   viii. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

   The Grantee also hereby represents and warrants that no one convicted under any of the provisions 11.9. or 11.10 is to receive any benefit under this Agreement, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

10. Foreign Offences: The Grantee also hereby represents and warrants that, within a period, as defined in the Time Period subsection, neither the Grantee, nor any of the Grantee's Affiliates have been convicted of or have

received a conditional or an absolute discharge, under any foreign offence that Her Majesty deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Her Majesty will also consider foreign measures declared by Her Majesty to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

11. Preventive Measures associated with the Time Period: In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Grantee, nor any of the Grantee's Affiliates has elapsed, then the Grantee must also certify for itself and for its Affiliates that measures have been diligently put in place in order to avoid the reoccurrence of such conviction or reprehensive actions.

12. Public Interest Exception: The Grantee understands that Her Majesty may enter in an Agreement with a Grantee, where the Grantee, or any of the Grantee's Affiliates have been convicted of or have received a conditional or an absolute discharge for an offence specified in these Integrity Provisions, when required to do so by law or legal proceedings, or when Her Majesty in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- no one else is capable of entering into the Agreement;
- emergency;
- national security;
- health and safety;
- economic harm.

If the Agreement is not compliant with the integrity provisions for reason of a listed relevant conviction or act, then Her Majesty may invoke the public interest exception, as described in the paragraph above. In such cases, only an Agreement containing a declaration concerning a relevant offence or act will be further considered. Her Majesty may also elect to dispose of real property outside of the present disposal process. In all cases, Her Majesty reserves the right to impose additional conditions or measures to ensure the integrity of the disposal process.

Non-application: For governments, as well as entities controlled by a government, including Crown corporations, the present integrity provisions are not applicable.

11. MISCELLANEOUS

a. Words importing the singular number may include the plural, and words denoting the masculine gender may include the feminine, if the context so requires.

b. Time in all respects shall be of the essence of this Agreement and all the provisions hereof.

c. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators and permitted assigns.

d. In interpreting this Agreement and its clauses the interpretation should be a wide and generous one rather than a narrow and restrictive one.

e. The Grantee shall not assign this Agreement in whole or in part without the prior written consent of Her Majesty.

f. The Grantee agrees to bind any successor in title to any interest in the

Lands, to the provisions of this Agreement.

g. Her Majesty hereby reserves the right of including any of the provisions in this Agreement as a covenant in the Conveyance Document.

h. This Agreement, including any schedules attached hereto, constitutes the entire agreement between Her Majesty and the Grantee except as contained in any instruments and documents to be executed pursuant thereto. This Agreement contains all of the representations, warranties, covenants and agreements between Her Majesty and the Grantee and may not be amended or modified except by an instrument in writing executed by both parties.

i. The representations and warranties contained herein shall not merge but shall survive the transfer of the Lands to the Grantee. The doctrine of merger shall not apply hereto and this Agreement shall remain in full force and effect notwithstanding the sealing, issuing or delivery of the conveyance document.

12. EFFECTIVE DATE

The effective date of this Agreement shall be the date of the last signature to the execution of this Agreement.

(Execution page follows immediately)

IN WITNESS WHEREOF this Agreement has been executed on behalf of the parties by their duly authorized officers on their behalf.

SIGNED, SEALED AND DELIVERED in the presence of	**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Fisheries and Oceans
Witness:	Name: Title: Date:
	GABARUS LIGHTKEEPERS SOCIETY
Witness:	Name: Title: Date:
	GABARUS LIGHTKEEPERS SOCIETY
Witness:	Name: Title: Date:

SCHEDULE "A"

GABARUS (PID 15349236)
CAPE BRETON REGIONAL MUNICIPALITY, NOVA SCOTIA
PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA

ALL that certain lot, piece or parcel of land situated at Harbour Point, Gabarus, Cape Breton Regional Municipality, Province of Nova Scotia, as shown as lands of H.M. in right of Canada (Bk.SS Pg. 509) on a plan of survey dated August 6, 2002 titled "Plan of Survey Showing Lands of Vonnie Ellis", signed by Wayne D. Hardy, Nova Scotia Land Surveyor said lot being more particularly described as follows: ·

BEGINNING at a point situated on the Ordinary High Water Mark of the waters of Harbour Point situated at the Northwest corner of lands now or formerly of J.W. Bagnell and at the Northeast corner of lands now or formerly of Henry W. Bagnell;

THENCE following the said J.W. Bagnell Western boundary, South 4 degrees West, a distance of 148 feet;

THENCE South 73 degrees East, a distance of 148 feet;

THENCE North 4 degrees East, a distance of 135 feet more or less, to the aforesaid Ordinary High Water Mark of the waters of Harbour Point;

THENCE following along the said Ordinary High Water Mark of the waters of Harbour Point in a generally Westerly direction to the Place of Beginning.

THE above described lot contains an area of one half an acre, more or less.

ALL bearings are magnetic for the year 1889.

TOGETHER WITH a right of way 16.5 feet (1 rod) wide in favour of H. M. in right of
Canada for access to the said lighthouse lot, recorded in Book ZZ at Page 509.

BEING AND INTENDED TO BE all those same lands and right of way as described in an Indenture dated December 12, 1889 from John W. And Mary Bagnell to H.M. in right of Canada, registered in Book ZZ at Page 509.

AND ALSO TOGETHER WITH a right of way more particularly described as follows:

FIRSTLY

ALL that certain lot, piece or parcel of land being at Gabarus in the County of Cape Breton, Province of Nova Scotia, said parcel being a strip of land thirty three feet wide abutting at the Northern extremity with the right of way of the Crown leading to the public breakwater and the property adjoining and at the Southern extremity with the public highway, being an easement for ingress and egress, at all times, the centre line of which runs as follows:

BEGINNING at the centre line of the South extremity of the public right of way which leads to the public breakwater, and running South 39 degrees West, 184 feet;

THENCE South 46 degrees West, 423 feet to the public highway.

ALL bearings are magnetic for the year 1922.

GABARUS (PID 15349236) CONTINUED
CAPE BRETON REGIONAL MUNICIPALITY, NOVA SCOTIA
PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA

THE above described easement for ingress and egress purposes being and intended to be
over those same lands as referenced in an Indenture dated June 21, 1923 from Fred W. M . Reid to H. M. in right of Canada, registered June 22, 1923 in Book 273 at Pages 49-51 in the Registry Office for the County of Cape Breton.

SECONDLY (LOT 3)

ALL that certain lot, piece or parcel of land being at Gabarus, in the County of Cape Breton, Province of Nova Scotia, being an easement for ingress and egress, at all times, said parcel abutting the firstly described easement and being more particularly described as follows:

BEGINNING at the intersection of the Eastern boundary line of property formerly belonging to Henry W. Bagnell with the Northern boundary line of the public road or reservation, and running thence along the said boundary line North 2 degrees 30 minutes West, 495 feet to the Southern boundary line of a parcel designated as Lot No.2;

THENCE along the said boundary line North 65 degrees 12 minutes West, 35 feet and 6 inches;

THENCE South 2 degrees 30 minutes East, (or in a direction parallel to the Eastern side line of property formerly belonging to Henry W. Bagnell and 33 feet distant therefrom) 528 feet to the Northern boundary line of the public road or reservation;

THENCE along the said boundary line North 63 degrees East, 35 feet and 6 inches to the place of beginning.

THE above described Lot 3 contains an area 16,880 square feet, more or less.

THE above described easement for ingress and egress being and intended to be over those same lands referenced as Lot No.3 in an Indenture dated November 21, 1904 from Henry W. And Matilda Bagnell to H.M. in right of Canada, registered February 22, 1905 in Book 131, Pages 119-121 in the Registry Office for the County of Cape Breton.

SCHEDULE "B"

ENVIRONMENTAL DISCLOSURE AGREEMENT

THIS AGREEMENT made in duplicate

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Fisheries and Oceans, ("**Her Majesty**")

PARTY OF THE FIRST PART

- and –

GABARUS LIGHTKEEPERS SOCIETY, a society incorporated under the Laws of Nova Scotia, ("**the Grantee**")

PARTY OF THE SECOND PART

WHEREAS Her Majesty is the owner of real property identified as PID 15349236 located at Gabarus, County of Cape Breton, Province of Nova Scotia, property currently the site of a light station identified as LLN#753 in the Canadian Coast Guard's List of Lights, Buoys and Fog Signals publications, (the "Lands"); more particularly described in Schedule "**A**" attached;

AND WHEREAS Her Majesty has agreed to convey the Lands to the Grantee, subject to the execution of a Memorandum of Agreement;

AND WHEREAS site investigations and environmental assessments of the Lands have been completed and there are known environmental problems and adverse concerns affecting the Lands;

AND WHEREAS the Grantee has agreed to accept the Lands in their present condition;

AND WHEREAS Her Majesty agrees to ensure that the Lands are to be transferred in a state compatible with all applicable Federal laws or legislation relating to the environment.

NOW THEREFORE the parties hereto covenant and agree as follows:

1. DEFINITIONS

a. "Applicable Federal laws and legislation" shall mean Federal environmental legislation, regulations, binding orders or rulings of Federal government agencies, and any other applicable Federal laws in force at the time of this Environmental Disclosure Agreement.

b. "Environmental Contaminant" shall mean any physical, chemical, biological or radiological substance having an adverse effect on the environment, which has been released into the environment and whose concentration exceeds the greater of naturally occurring background levels or applicable regulations or guidelines.

i. "Reports" shall mean the following documents, copies of which have been provided to the Grantee, and the receipt of which is hereby acknowledged;

ii. Phase I/II Environmental Site Assessment, Canadian Coast Guard (CCG) Minor Light (LL#753). Gabarus, Nova Scotia, prepared by Jacques Whitford Limited, dated 2005.

iii. Record of Site Condition report, Lightstation, Gabarus, Nova Scotia, March 2016.

c. "Document" shall mean this Environmental Disclosure Agreement.

d. "Environment" as in the *Canadian Environmental Protection Act*, means the components of the earth and includes:

i. air, land and water;

ii. all layers of the atmosphere;

iii. all organic and inorganic matter and living organisms; and

iv. the interacting natural systems that include components referred to in paragraphs i, ii, and iii.

2. <u>GENERAL</u>

a. There are, to the knowledge of Her Majesty, no orders or directions in relation to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Lands and the use thereof, nor has Her Majesty received any notice thereof, except as may be disclosed in this Document;

b. Her Majesty warrants that, to the best of Her knowledge, no Environmental Contaminants, have been released into the environment, or deposited, discharged, placed or disposed of at, on, or in the Lands, except as disclosed in this Document;

c. The Grantee warrants that it has been provided with and is aware of the contents of the Reports.

3. <u>OBLIGATIONS</u>

a. The Grantee and Her Majesty agree that the transfer of the Lands may proceed without any further environmental site assessment or site remediation being undertaken by either party.

b. The Grantee agrees to accept the Lands in their present environmental state as of the date of this Document without recourse against Her Majesty.

c. Any remedial action applicable to the Lands required as a result of environmental contamination howsoever caused shall be the sole responsibility of the Grantee upon the Grantee accepting the Lands.

d. The Grantee does hereby release Her Majesty, Her Ministers, their officers, agents and employees from all claims, demands, actions or causes of action that the Grantee ever had or may hereafter have as a result of the purchase of the Lands in their present environmental condition.

4. MISCELLANEOUS

a. The representations and warranties contained herein shall not merge but shall survive the transfer of the Lands to the Grantee. The doctrine of merger shall not apply hereto and this Document shall remain in full force and effect notwithstanding the sealing, issuing or delivery of a conveyancing document transferring the Lands to the Grantee.

b. Any and all notices or other information to be given by one of the Parties to another shall be deemed sufficiently given when forwarded by prepaid registered or certified first class mail, or hand delivery to one or both of the parties at the following addresses:

If to Her Majesty:

By mail:	By courier or by hand:
Fisheries and Oceans Canada P.O. Box 1000 Dartmouth, NS B2Y 3Z8	50 Discovery Drive Dartmouth, NS B2Y 4A2

If to the Grantee:

By mail, by courier or by hand:

President,
Gabarus Lightkeepers Society

c. This Agreement shall not be assigned or transferred by either party without written consent of the other, which consent shall not be unreasonably withheld.

5. EFFECTIVE DATE

a. The effective date of this Agreement shall be the date of the last signature to the execution of this Agreement.

(Execution page follows immediately)

IN WITNESS WHEREOF this Document has been executed on behalf of the parties by their duly authorized officers on their behalf.

SIGNED, SEALED AND DELIVERED in the presence of	**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Fisheries and Oceans
Witness:	Name: Title: Date:
	GABARUS LIGHTKEEPERS SOCIETY
Witness:	Name: Title: Date:
	GABARUS LIGHTKEEPERS SOCIETY
Witness:	Name: Title: Date:

CANADA

PROVINCE OF NOVA SCOTIA

COUNTY OF CAPE BRETON

AFFIDAVIT OF CORPORATE EXECUTION

I ____, of

________________________, County of Cape Breton and Province of

Nova Scotia, **MAKE OATH AND SAY AS FOLLOWS:**

1. That I am the ____________________________________of the Gabarus Lightkeepers Society, in the Province of Nova Scotia, having its head office in the Region of Gabarus in Cape Breton County and Province of Nova Scotia and have personal knowledge of the matters herein deposed to.

2. That the signature "__________________________________" subscribed to the foregoing instrument is my signature,

SWORN TO BEFORE ME in Cape Breton County, Province of Nova Scotia, this _______ day of _____________ 2016. __________________________	))))))))	 __________________________

A BARRISTER OF THE SUPREME COURT OF NOVA SCOTIA

DATED: ________________

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Fisheries and Oceans, (**"Her Majesty"**)

and

GABARUS LIGHTKEEPERS SOCIETY, a society incorporated under the Laws of Nova Scotia, ("**the Grantee**")

ENVIRONMENTAL DISCLOSURE AGREEMENT

Schedule "C"

The Grantee hereby agrees and acknowledges that the following equipment located on the Lands is the property of Her Majesty and shall remain affixed, attached or otherwise located on the Lands:

- One (1) 100 watt Sodium lamp
- One (1) 100 amp electrical service
- One (1) DLD 200 Converted gas lantern

SCHEDULE "D"

CANADA

INSTRUMENT OF GRANT

THIS INSTRUMENT HAS THE SAME FORCE AND EFFECT AS IF IT WERE LETTERS PATENT

(Section 5(7), ***Federal Real Property and Federal Immovables Act***)

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada, and Her other Realms and Territories, **QUEEN**, Head of the Commonwealth, Defender of the Faith.

TO ALL TO WHOM these Presents shall come,

WHEREAS the lands hereinafter described are or may be vested in US in right of Canada and are under the administration of Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans.

AND WHEREAS authority has been given for the grant of the said lands hereinafter described or the interest therein that is or may be vested in Us in right of Canada to the **GABARUS LIGHTKEEPERS SOCIETY**, a society incorporated under the laws of Nova Scotia, with its head office at Gabarus, Cape Breton County, in the Province of Nova Scotia, hereinafter called the **GRANTEE**, at or for the price or sum of One Dollar ($1.00).

NOW THEREFORE We have remised, released and quitted claim and do by these Presents remise, release and quit claim unto the Grantee, its successors and assigns, all right, title, interest, claim, property, estate and demand both at law and in equity, as well in possession as in expectancy, which We or our Heirs or Successors have, or may have, for the use of or in Right of Canada, of, in and to, ALL AND SINGULAR those lands described in Schedule "A" attached.

PROVIDED ALWAYS and these Presents are issued upon and subject to the **RESERVATION** of an easement of right of way and access in favour of Us, our Successors and Assigns as is more fully described in Schedule "B" attached.

AND PROVIDED ALWAYS and these Presents are issued upon and subject to the RESERVATION of covenants, stipulations, restrictions and provisions in Schedule "C" attached.

TO HAVE AND TO HOLD the said lands unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF These Presents have been signed and countersigned under the ***Federal Real Property and Federal Immovables Act*** of Canada.

DATED this day of , 2016.

SIGNED on behalf of the Minister of Fisheries and Oceans by	)	
Name: ________________	)	____________________ (*Signature*)
Title:	)	

COUNTERSIGNED on behalf of the Minister of Justice by	)	
Name: ______________________	)	____________________ (*Signature*)
Title: Legal Counsel	)	

THE GRANTEE covenants and agrees that it will observe and be fully bound by the covenants and conditions set forth in this Instrument of Grant Quit Claim as are set forth in Schedule "B" and Schedule "C" attached hereto and forming an integral part hereof.

THE GRANTEE covenants that it will insert in any subsequent conveyance of the lands described in Schedule "A" the same covenants, stipulations, restrictions and provisions as are set forth in this Instrument of Grant and described in Schedule "B" and Schedule "C" attached hereto, including this clause, with the intent that all subsequent Grantees of the lands or any part thereof should be bound by the covenants, stipulations, restrictions and provisions described in Schedule "B" and Schedule "C".

SIGNED, SEALED AND DELIVERED in the presence of	)	**GABARUS LIGHTKEEPERS SOCIETY**
______________________	)	Per: DO NOT SIGN
Witness:	)	Name: , President
	)	Date: ____________
______________________	)	Per: DO NOT SIGN
Witness:	)	Name: , Secretary
	)	Date: ____________

AFFIDAVIT OF CONFIRMATION

CANADA

PROVINCE OF NOVA SCOTIA

COUNTY OF HALIFAX

I, ______________________________________, of the Halifax Regional Municipality, in the Province of Nova Scotia, hereby make oath and say:

1. **THAT** I am Counsel with the Department of Justice at the Department of Public Works and Government Services Legal Services Unit;

2. **THAT** the document attached hereto is an Instrument of Grant duly prepared for execution;

3. **THAT,** to my understanding, this Instrument of Grant has been properly executed by the duly authorized officer of the Crown.

SWORN TO before me at Halifax, County of Halifax and Province of Nova Scotia, this day of _______ A.D. 2016.	))))	
______________________________	))))	______________________
A Barrister of the Supreme Court Of Nova Scotia	))	

Affidavit of Execution (Grantee)

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF CAPE BRETON

ON THIS _______ day of ____________, 2016, before me, the subscriber, personally came and appeared ____, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the Gabarus Lightkeepers Society, one of the Parties thereto, caused the same to be executed in its name and on its behalf, and at the same time caused its corporate seal to be thereunto affixed by its proper officer duly authorized in that behalf, in their presence.

____

A Barrister or Commissioner of the Supreme Court of Nova Scotia

OR

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF CAPE BRETON

I CERTIFY THAT ON THIS ________ day of ___________, 2016, that ___________________and,______________________________, the duly authorized officers for the Gabarus Lightkeepers Society, one of the Parties thereto, signed and executed the within Indenture on behalf of the Gabarus Lightkeepers Society and I have signed as a witness to such execution.

____

A Barrister or Commissioner of the Supreme Court of Nova Scotia

CBRM

Clerk's Office

M·E·M·O

320 Esplanade Sydney, Nova Scotia, B1P 7B9 902-563-5010

To: General Committee

From: Deborah Campbell, Municipal Clerk

Date: April 26, 2017

Subject: **Citizen Appointments to CBRM Committees – Public Notification**

Further to the motion of Council of March 29, 2017 (copy attached), I am now writing to advise that the successful candidates have been contacted and all have accepted the appointment. Further, the required background check has been completed with respect to the appointment to the Board of Police Commissioners,

At this time it would be appropriate to publicly release the names of the successful appointees on the following Committees:

CBRM Heritage Advisory Committee

- Ms. Eleanor Anderson
- Ms. Vanessa Childs Rolls
- Mr. Neal MacDonald
- Mr. Spyro Trifos

CBRM Board of Police Commissioners (East Division rep - balance of the two year term)

- Ms. Dale Deering-Bert

Cape Breton Regional Library Board

- Ms. Neeta Kumar-Britten
- Mr. Eric Lortie

Yours truly,

Original signed by:

Deborah Campbell,
Municipal Clerk

Attachment

Citizen Appointments to the CBRM Committees:

Motion:

Moved by Councillor MacLeod, seconded by Councillor Coombes, approval of the nomination of the four Citizen Appointments to the CBRM Heritage Advisory Committee; two Citizen Appointments to the Cape Breton Regional Library Board and; one Citizen Appointment to the CBRM Board of Police Commissioners to fill the balance of the remainder of the term of the East Division representative; and that the names of the successful candidates be released to the public following notification and acceptance of the positions.

Motion Carried.

PROCLAMATION

FALUN DAFA – 25th Anniversary

Whereas: Falun Dafa is a peaceful cultivation system, following the principles of truth, compassion, benevolence, and forbearance, which provides an excellent way of relieving stress, strengthening physical health, and promoting moral standards and social stability;

And Whereas: Falun Dafa is celebrated in over 80 countries and brings physical and spiritual peace to people around the world and thus benefited our neighborhoods and the whole society since its public introduction in May, 1992.

And Whereas: This year, Falun Dafa is celebrating 25 years of contributing to society, as widely recognized and honored around the world;

Be It Therefore Resolved: That the CBRM Council proclaim the month of May as Falun Dafa Month and May 13th, 2017 as Falun Dafa Day in the Cape Breton Regional Municipality.

Councillor Amanda McDougall
CBRM Councillor, District #8

May 2nd, 2017

PROCLAMATION

NATIONAL HOSPICE PALLIATIVE CARE WEEK
May 8th to 14th, 2017

Whereas: Hospice Palliative Care strives to provide comfort and dignity for the person living with a life-threatening illness and provides support for their family and caregiver;

And Whereas: Hospice Palliative Care is an approach that improves the quality of life for patients and their families facing problems associated with life–threatening illness and services can include nursing, home support, volunteer support, comfort and care supports, educational resources, a music therapy program, family assistance and bereavement support.

And Whereas: The delivery of hospice palliative care services is a coordinated effort of funded health care staff and community volunteers;

And Whereas: It is in the interest of individuals and communities to be aware of these services and the need for growth and support of such programs;

Be It Therefore Resolved: That I, Councillor Steve Gillespie on behalf of Mayor Cecil P. Clarke and my Council Colleagues of the Cape Breton Regional Municipality hereby proclaim May 8th to 14th as National Hospice Palliative Care Week in the CBRM to bring about more public awareness of the mission of the Hospice Palliative Care Society of Cape Breton County in supporting and promoting compassionate care for individuals and their loved ones who are living with a life-threatening illness.

Councillor Steve Gillespie
District #4 - CBRM

May 2nd, 2017

RESOLUTION

Westray – 25th Anniversary

<u>Whereas</u> The events of May 9th, 1992, at the Westray Mine have left an endless well of grief in the families of the 26 miners who perished that morning;

<u>Whereas</u> No amount of comfort can ever fully heal the wounds of the family and friends left behind in the aftermath of a disaster that could have been prevented;

<u>Whereas</u> Our duty to those who have died and to those left behind to go on with their lives is to ensure that such pain and suffering is prevented now and in the future by ensuring that work place safety and labour codes are being followed;

<u>Be It Therefore Resolved:</u> That the Cape Breton Regional Municipality Mayor and Council send deepest sympathies and regrets to the families and friends of the fallen twenty-six individuals of the Westray Mine disaster whose memories remain with us always and that we renew our commitment to ensuring work place safety remains a priority for all.

Councillor Kendra Coombes
CBRM Councillor – District #11

May 2nd, 2017

Paul Burt,
Manager Building, Planning &
Licensing Laws

CBRM *A Community of Communities*

Cape Breton Regional Municipality

320 Esplanade, Room 103
Sydney, NS B1P 7B9
Phone: 902-563-5175
Fax: 902-563-0833
Email: pdburt@cbrm.ns.ca

Memo

TO: General Committee

FROM: Paul Burt, Manager Building, Planning & Licensing Laws

DATE: April 27, 2017

RE: Statistical Complaint Reports-Dangerous and Unsightly Properties

Attached is the monthly report which outlines all the complaint files opened since the last report that was presented at the March 7th, 2017 Council meeting.

Respectfully Submitted,

Original signed by

Paul Burt,
Manager Building, Planning & Licensing Laws

Dangerous & Unsightly Premises
Report to Council
Mar 03, 2017 - Apr 27, 2017

FILE #	Date Received	PID	District	Property Address	Inspector	Complaint Category	Status
10022	Mar 06, 2017	15103195	5	1050 George Street, Sydney, B1P1M8	Richard Wadden	Unsightly Premises	Active
10023	Mar 06, 2017	15204944	4	183 Sunnydale Drive, Westmount, B1R1J4	Richard Wadden	Unsightly Premises	Active
10024	Mar 08, 2017	15440399	10	17 Eighth Street, Glace Bay, B1A4K8	Jason MacDonald	Minimum Standards	Active
10025	Mar 08, 2017	15261175	12	176 Armada Drive, Victoria Mines	Jason MacDonald	Unsightly Premises	Closed
10026	Mar 08, 2017	15142995	3	10 Seaview Drive, Upper North Sydney, B2A3M9	Duncan MacQueen	No Building Permit	Closed
10027	Mar 08, 2017	15472111	11	342 Twelfth Street, New Waterford, B1H4A3	Jason MacDonald	Unsightly Premises	Active
10028	Mar 08, 2017	15440217	10	4 Eighth Street, Glace Bay, B1A4K9	Jason MacDonald	Unsightly Premises	Active
10029	Mar 08, 2017	15440225	10	6 Eighth Street, Glace Bay, B1A4K9	Jason MacDonald	Unsightly Premises	Closed
10030	Mar 08, 2017	15241474	9	2190 Sydney Road, Reserve Mines, B1E1K1	Jason MacDonald	Unsightly Premises	Closed
10031	Mar 09, 2017	15398878	9	723 Main Street, Glace Bay, B1A4Y4	Jason MacDonald		Active
10032	Mar 09, 2017	15206188	4	32 Midgley Drive, Westmount, B1R1Z5	Richard Wadden	Unsightly Premises	Active
10033	Mar 09, 2017	15147606	12	1128 Victoria Road, Sydney, B1N1L2	Jason MacDonald	Unsightly Premises	Active
10034	Mar 09, 2017	15054588	5	75 Dorchester Street, Sydney, B1P5Z2	Richard Wadden	Unsightly Premises	New
10035	Mar 09, 2017	15279771	8	11 Center Street, Donkin, B1A6X7	Jason MacDonald	Unsightly Premises	Active

10036	Mar 10, 2017	15399900	9	36 Reserve Street, Glace Bay, B1A4V8	Jason MacDonald	Unsightly Premises	Active
10037	Mar 14, 2017	15438781	10	50 Third Street, Glace Bay, B1A4G8	Richard Wadden	Unsightly Premises	Closed
10038	Mar 15, 2017	15457104	10	1305 Main Street, Glace Bay, B1A5A6	Jason MacDonald	Unsightly Premises	Closed
10039	Mar 15, 2017	15467368	11	586 George Street, New Waterford, B1H4E3	Jason MacDonald	Unsightly Premises	Closed
10040	Mar 17, 2017	15295561	4	754 Alexandra Street, Prime Brook, B1S2H6	Richard Wadden	Unsightly Premises	Active
10041	Mar 22, 2017	15845746	1	830 Main Street, Sydney Mines, B1V2L8	Richard Wadden	Unsightly Premises	New
10042	Mar 24, 2017	15061690	5	296 George Street, Sydney, B1P1J8	Richard Wadden	Minimum Standards	Active
10043	Apr 03, 2017	15066905	5	50 Brookland Street, Sydney, B1P5B2	Roger Rose	No Building Permit	New
10044	Apr 03, 2017	15411606	9	216 Brookside Street, Glace Bay, B1A1L6	Jason MacDonald	Unsightly Premises	Active
10045	Apr 06, 2017	15227234	12	1210 Grand Lake Road, Grand Lake Road	Jason MacDonald	Unsightly Premises	Closed
10046	Apr 06, 2017	15438401	10	32 Second Street, Glace Bay, B1A4E8	Jason MacDonald	Unsightly Premises	Active
10047	Apr 06, 2017	15438252	10	19 First Street, Glace Bay, B1A4E2	Jason MacDonald	Unsightly Premises	Active
10048	Apr 07, 2017	15160393	12	144 Dominion Street, Sydney, B1N2V3	Jason MacDonald	Minimum Standards	Closed
10049	Apr 07, 2017	15028954	2	28 Blowers Street, North Sydney, B2A2Y5	Richard Wadden	Unsightly Premises	New
10050	Apr 10, 2017	15246804	1	537 Main Street, Florence, B1Y1L3	Richard Wadden	Unsightly Premises	New

10051	Apr 10, 2017	15440183	10	182 West Avenue, Glace Bay, B1A5Z6	Jason MacDonald	Unsightly Premises	Closed
10052	Apr 10, 2017	15440316	10	28 Eighth Street, Glace Bay, B1A4K9	Jason MacDonald	Unsightly Premises	Closed
10053	Apr 10, 2017	15440209	10	2 Eighth Street, Glace Bay, B1A4K9	Jason MacDonald	Unsightly Premises	Active
10054	Apr 10, 2017	15378458	10	64 Short Street, Dominion, B1G1V6	Jason MacDonald	Unsightly Premises	Closed
10055	Apr 10, 2017	15129414	12	156 Victoria Road, Sydney, B1P2V6	Jason MacDonald	Unsightly Premises	Active
10056	Apr 10, 2017	15143787	12	123 MacDonald Court, Sydney, B1N2A1	Jason MacDonald	Unsightly Premises	New
10057	Apr 10, 2017	15364383	9	90 School Street, Glace Bay, B1A1J4	Jason MacDonald	Unsightly Premises	New
10058	Apr 10, 2017	15146673	12	1076 Victoria Road, Sydney, B1N1L2	Jason MacDonald	Unsightly Premises	New
10059	Apr 11, 2017	15024516	2	56 King Street, North Sydney, B2A2T1	Richard Wadden	Unsightly Premises	New
10060	Apr 11, 2017	15186877	1	382 Pitt Street, Sydney Mines, B1V1S7	Richard Wadden	Unsightly Premises	New
10061	Apr 12, 2017	15533276	4	837 Westmount Road, Westmount, B1R1K3	Richard Wadden	Unsightly Premises	Active
10062	Apr 13, 2017	15091192	6	210 Columbia Street, Sydney, B1P4J3	Richard Wadden	Unsightly Premises	Active
10063	Apr 13, 2017	15097389	6	1179 George Street, Sydney, B1P1N6	Richard Wadden	Unsightly Premises	Active
10064	Apr 13, 2017	15487341	11	3580 Plummer Avenue, New Waterford, B1H2A3	Jason MacDonald	Unsightly Premises	Active
10065	Apr 17, 2017	15398134	9	41 Concord Street, Glace Bay, B1A3A7	Jason MacDonald	Structure Fire	Active

10066	Apr 25, 2017	15205560	4	46 Fulton Avenue, Westmount, B1R1J7	Richard Wadden	Unsightly Premises	Active
10067	Apr 26, 2017	15092190	6	365 Atlantic Street, Sydney, B1P3R6	Richard Wadden	Unsafe Pool	Active
10068	Apr 26, 2017	15092182	6	371 Atlantic Street, Sydney, B1P3R6	Richard Wadden	Unsightly Premises	Active
10069	Apr 26, 2017	15091945	6	192 Cartier Street, Sydney, B1P4A8	Richard Wadden	Unsafe Pool	Active

CBRM *A Community of Communities*

Demetri Kachafanas
Solicitor
563-5047

ISSUE PAPER

TO: **General Committee**

FROM: **Demetri Kachafanas**
Regional Solicitor

SUBJECT: **Request for Easement / CBRM to Nova Scotia Power Inc.**
Property at Commercial Street, North Sydney
My File No. 07413

DATE: **May 2nd, 2017**

The legal department received a request for an easement in favour of Nova Scotia Power Inc. to cross over CBRM property in order to provide electric service to the adjoining property owner, Canadian Maritime Engineering Ltd (CME).

This request was circulated to the Department of Engineering and Public Works (EPW) to determine if this request would create any potential problem for the CBRM property. EPW advised the easement would have no effect on CBRM utilities and had no issues with facilitating an Easement.

Please find attached a copy of the Plan of survey showing the proposed Easement location. The area outlined in red is the portion of the Easement affecting CBRM property.

It is my recommendation a Motion be granted to issue an Easement to Nova Scotia Power Inc. so that electric service can be provided to the CME provided CBRM does not absorb any fees or costs associated with the said Easement.

Thank you.

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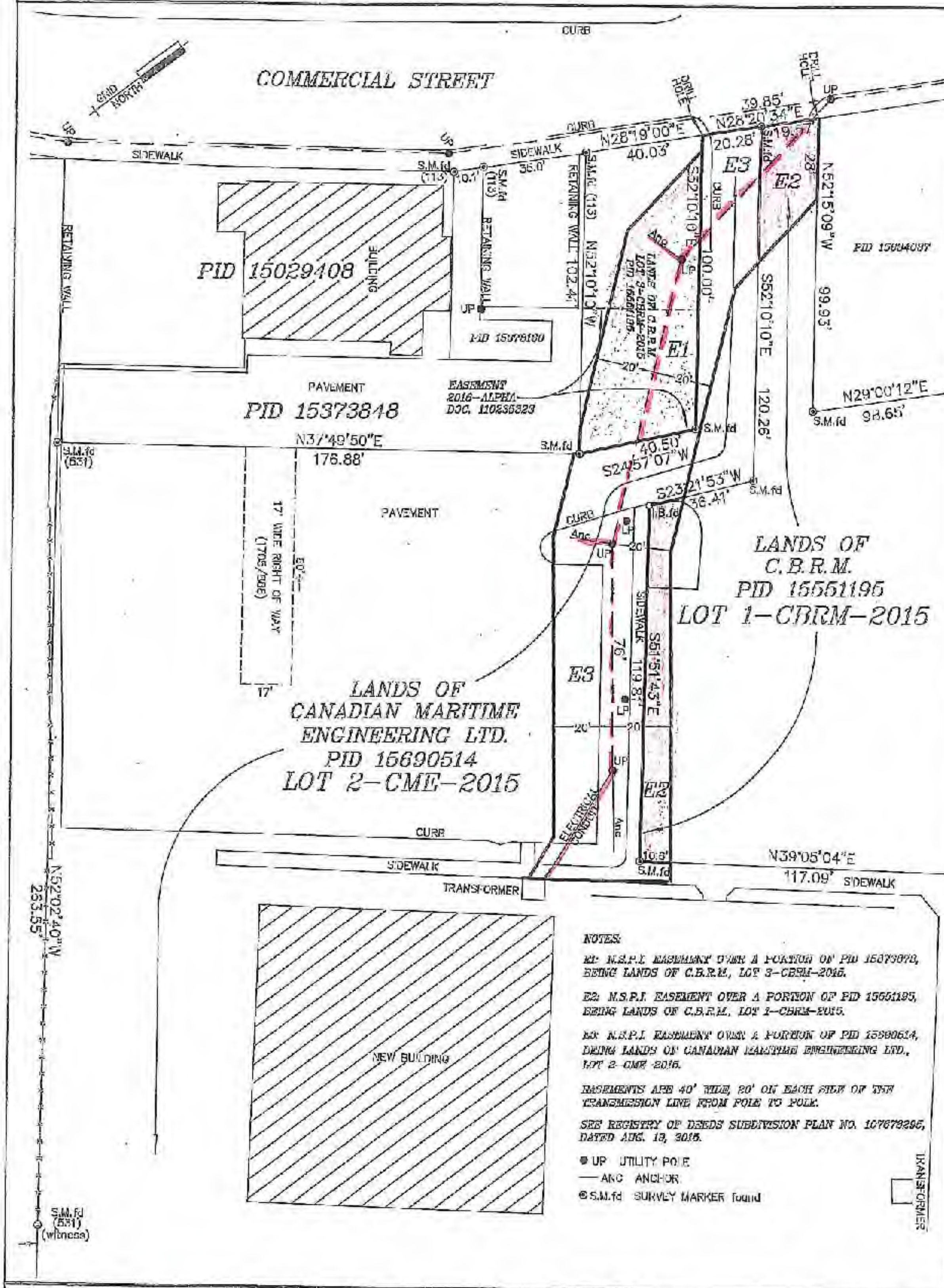
DEMETRI KACHAFANAS
Regional Solicitor

DK/spk
Attachments(1)

SCHEDULE 'A'



VERNER SURVEYS LTD.

THE ASSOCIATION OF NOVA SCOTIA LAND SURVEYORS
FOUNDED 1951
W. GREGORY VERNER
N.S.L.S.
533
MEMBER

PLAN SHOWING N.S.P.I. EASEMENTS REQUIRED OVER LANDS OF C.B.R.M. & LANDS OF CANADIAN MARITIME ENGINEERING LTD.
OFF COMMERCIAL STREET, NORTH SYDNEY, C.B.R.M., PROVINCE OF NOVA SCOTIA
SCALE : 1" = 40'   DATE : APRIL 10, 2017.

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SKETCH APPROVED BY N.S.P.I. REPRESENTATIVE

Summary (Unaudited) Statement of Revenue March 31, 2017

Revenue	Year To Date Assigned	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
Total Taxes	$ 103,912,647	$ 103,903,946	$ 8,701	$ 103,903,946	$ (8,701)
Total Federal Government	3,079,839	2,812,050	267,789	2,812,050	(267,789)
Total Federal Government Agencies	756,791	775,587	(18,796)	775,587	18,796
Total Provincial Government	1,896,443	1,909,811	(13,368)	1,909,811	13,368
Total Provincial Government Agencies	2,911,274	2,918,883	(7,609)	2,918,883	7,609
Total Services to Other Local Government	601,293	608,515	(7,222)	608,515	7,222
Total Transit	517,905	622,000	(94,095)	622,000	94,095
Total Environmental Development Services	214,813	292,000	(77,187)	292,000	77,187
Total Licenses & Permits	135,673	155,500	(19,827)	155,500	19,827
Total Fines & Fees	548,190	595,000	(46,810)	595,000	46,810
Total Rentals	685,930	680,079	5,851	680,079	(5,851)
Total Concessions & Franchises	401,433	400,000	1,433	400,000	(1,433)
Total Interest on Taxes	1,495,500	1,245,000	250,500	1,245,000	(250,500)
Total Finance Revenue	30,010	30,500	(490)	30,500	490
Total Solid Waste Revenue	2,247,451	2,200,000	47,451	2,200,000	(47,451)
Total Recreation & Cultural Service Programs	1,732,438	1,685,545	36,893	1,685,545	(36,893)
Total Water Utility Charges	4,951,510	4,951,510	(0)	4,951,510	0
Total Unconditional Transfers	15,834,643	15,834,643	(0)	15,834,643	0
Total Conditional Transfers	3,827,852	4,390,852	(563,000)	4,390,852	563,000
Year To Date Assigned Before Cost Recovery 2016 Flood Claims	**145,781,637**	**$ 146,011,421**	**$ (229,784)**	**$ 146,011,421**	**$ 229,784**
Cost Recovery 2016 Flood Claim	**1,662,210**	**-**	**1,662,210**	**-**	**(1,662,210)**
Year To Date Assigned After Cost Recovery 2016 Flood Claims	**147,443,847**	**146,011,421**	**1,432,426**	**146,011,421**	**(1,432,426)**

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Reviewed

(Unaudited) Statement of Expenditures

Expenditures	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
Legislative	$ 1,344,524	$ 1,458,956	$ 114,432	$ 1,458,956	$ 114,432
Administration	922,696	1,108,790	186,094	1,108,790	186,094
Finance	2,566,056	2,832,019	265,963	2,832,019	265,963
Legal	591,759	569,072	(22,687)	569,072	(22,687)
Human Resources	1,555,660	1,638,145	82,485	1,638,145	82,485
Technology & Communications	1,104,307	1,165,464	61,157	1,165,464	61,157
Municipal Clerk	486,305	503,017	16,712	503,017	16,712
Fiscal Services	35,272,913	35,490,906	217,993	35,490,906	217,993
Occupational Health & Safety	204,568	219,722	15,154	219,722	15,154
Police Services	25,789,940	25,701,620	(88,320)	25,701,620	(88,320)
Fire Services (Incl EMO)	16,928,594	17,195,105	266,511	17,195,105	266,511
Engineering & Public Works	42,078,399	43,447,585	1,369,186	43,447,585	1,369,186
Planning	2,453,951	2,664,528	210,577	2,664,528	210,577
Facilities C200 & Arenas	3,727,371	3,042,283	(685,088)	3,042,283	(685,088)
Parks & Grounds	2,504,939	2,636,703	131,764	2,636,703	131,764
Buildings	3,268,332	3,324,603	56,271	3,324,603	56,271
Recreation	3,377,347	3,012,903	(364,444)	3,012,903	(364,444)
Total expended to date excluding 2016 Flood Costs	**$ 144,177,662**	**$ 146,011,421**	**$ 1,833,759**	**$ 146,011,421**	**$ 1,833,759**
2016 Flood Costs	1,662,210	-	(1,662,210)	-	(1,662,210)
Total expended to date including 2016 Flood Costs	**$ 145,839,872**	**$ 146,011,421**	**$ 171,549**	**$ 146,011,421**	**$ 171,549**

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Legislative		Year to date Expended		12 Month Budget		12 Month Budget Variance		Annual Budget		Annual Budget Remaining
6000 WAGES/SALARIES	$	883,334	$	890,924	$	7,590	$	890,924	$	7,590
6010 BENEFITS		101,584		141,990		40,406		141,990		40,406
6030 TRAVEL/CONFERENCES		156,442		209,000		52,558		209,000		52,558
6040 PROF MEM/DUES & FEES		55,003		54,867		(136)		54,867		(136)
6050 OFFICE SUPPLIES		19,850		20,000		150		20,000		150
6060 OFFICE EQUIPMENT		5,203		6,550		1,347		6,550		1,347
6080 ADVERTISING		15,929		14,500		(1,429)		14,500		(1,429)
6100 COURIER		226		375		149		375		149
6110 TELEPHONE/FAX		31,605		44,000		12,395		44,000		12,395
6120 PUBL./SUBSCRIPTIONS		1,708		1,750		42		1,750		42
6130 COMPUTER HARDWARE		16,201		30,000		13,799		30,000		13,799
6150 MEETING EXPENSES		27,114		23,000		(4,114)		23,000		(4,114)
6170 PROMOTION		30,325		22,000		(8,325)		22,000		(8,325)
6180 COST RECOVERY		-		-		-		-		-
8010 OPERATIONAL MAT/SUPP		-		-		-		-		-
8100 PROFESSIONAL SERVICES		-		-		-		-		-
Total expended to date excluding 2016 Flood Costs	**$**	**1,344,524**	**$**	**1,458,956**	**$**	**114,432**	**$**	**1,458,956**	**$**	**114,432**
8165 2016 FLOOD COSTS		722		-		(722)		-		(722)
Total expended to date including 2016 Flood Costs	$	1,345,246	$	1,458,956	$	113,710	$	1,458,956	$	113,710

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Administration	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	$ 317,942	$ 339,964	$ 22,022	$ 339,964	$ 22,022
6010 BENEFITS	49,026	57,539	8,513	57,539	8,513
6020 TRAINING/EDUCATION	5,000	2,800	(2,200)	2,800	(2,200)
6030 TRAVEL/CONFERENCES	43,511	27,000	(16,511)	27,000	(16,511)
6040 PROF MEM/DUES & FEES	2,400	1,000	(1,400)	1,000	(1,400)
6050 OFFICE SUPPLIES	1,345	1,500	155	1,500	155
6060 OFFICE FURNITURE	-	-	-	-	-
6100 COURIER	21	150	129	150	129
6110 TELEPHONE/FAX	4,124	5,400	1,276	5,400	1,276
6120 PUBL./SUBSCRIPTIONS	403	-	(403)	-	(403)
6130 COMPUTER HARDWARE	143	4,000	3,857	4,000	3,857
6150 MEETING EXPENSES	2,236	1,920	(316)	1,920	(316)
6170 PROMOTION	35,655	20,000	(15,655)	20,000	(15,655)
8010 OPERATIONAL MAT/SUPP	-	-	-	-	-
8100 PROFESSIONAL SERVICES	93,370	280,000	186,630	280,000	186,630
8150 GRANTS/SUBS TO ORG	367,521	367,517	(4)	367,517	(4)
Total expended to date excluding 2016 Flood Costs	**$ 922,696**	**$ 1,108,790**	**$ 186,094**	**$ 1,108,790**	**$ 186,094**
8165 FLOOD COSTS	24,470	0	(24,470)	0	(24,470)
Total expended to date including 2016 Flood Costs	947,166	$ 1,108,790	$ 161,624	$ 1,108,790	$ 161,624

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Finance

Finance	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	$ 1,786,610	$ 1,905,761	$ 119,151	$ 1,905,761	$ 119,151
6010 BENEFITS	353,215	367,578	14,363	367,578	14,363
6020 TRAINING/EDUCATION	7,611	24,630	17,019	24,630	17,019
6030 TRAVEL/CONFERENCES	25,195	24,000	(1,195)	24,000	(1,195)
6040 PROF MEM/DUES & FEES	4,530	5,100	570	5,100	570
6050 OFFICE SUPPLIES	14,436	15,500	1,064	15,500	1,064
6060 OFFICE EQUIPMENT	3,606	14,000	10,394	14,000	10,394
6080 ADVERTISING	47,671	42,000	(5,671)	42,000	(5,671)
6090 POSTAGE	141,790	160,000	18,210	160,000	18,210
6100 COURIER	23,423	22,700	(723)	22,700	(723)
6110 TELEPHONE/FAX	14,800	18,900	4,100	18,900	4,100
6130 COMPUTER HARDWARE	10,325	19,800	9,475	19,800	9,475
6140 COMPUTER SOFTWARE	47,140	57,000	9,860	57,000	9,860
6160 LIABILITY INSURANCE	284,259	299,600	15,341	299,600	15,341
6180 COST RECOVERY	(328,830)	(322,150)	6,680	(322,150)	6,680
8010 OPERATIONAL MAT/SUPP	7,060	7,000	(60)	7,000	(60)
8100 PROFESSIONAL SERVICE	45,677	55,000	9,323	55,000	9,323
8110 CONTRACTS/AGREEMENTS	39,383	63,800	24,417	63,800	24,417
8120 LEASES	11,251	11,800	549	11,800	549
8180 TAX EXEPT/WRITE OFF	26,903	40,000	13,097	40,000	13,097
Total expended to date excluding 2016 Flood Costs	**$ 2,566,056**	**$ 2,832,019**	**$ 265,963**	**$ 2,832,019**	**$ 265,963**
8165 2016 FLOOD COSTS	-	-	-	-	-
Total expended to date including 2016 Flood Costs	**$ 2,566,056**	**$ 2,832,019**	**$ 265,963**	**$ 2,832,019**	**$ 265,963**

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Legal	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	$ 331,569	$ 299,196	$ (32,373)	$ 299,196	$ (32,373)
6010 BENEFITS	63,993	60,076	(3,917)	60,076	(3,917)
6020 TRAINING/EDUCATION	6,614	6,500	(114)	6,500	(114)
6030 TRAVEL/CONFERENCES	7,267	8,500	1,233	8,500	1,233
6040 PROF MEM/DUES & FEES	7,179	7,100	(79)	7,100	(79)
6050 OFFICE SUPPLIES	3,369	3,500	131	3,500	131
6060 OFFICE EQUIPMENT	6,805	4,200	(2,605)	4,200	(2,605)
6070 PHOTOCOPIER LEASE	4,262	3,100	(1,162)	3,100	(1,162)
6080 ADVERTISING	-	-	-	-	-
6100 COURIER	902	1,000	98	1,000	98
6110 TELEPHONE/FAX	4,813	5,400	587	5,400	587
6120 PUBL./STATUTES	12,038	10,000	(2,038)	10,000	(2,038)
6130 COMPUTER HARDWARE	2,209	3,000	791	3,000	791
6140 COMPUTER SOFTWARE	-	2,500	2,500	2,500	2,500
6150 MEETING EXPENSE	337	500	163	500	163
6180 COST RECOVERY	-	-	-	-	-
8100 PROFESSIONAL SERVICE	140,401	154,500	14,099	154,500	14,099
Total expended to date excluding 2016 Flood Costs	**$ 591,759**	**$ 569,072**	**$ (22,687)**	**$ 569,072**	**$ (22,687)**
8165 2016 FLOOD COSTS	-	-	-	-	-
Total expended to date including 2016 Flood Costs	**$ 591,759**	**$ 569,072**	**$ (22,687)**	**$ 569,072**	**$ (22,687)**

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Human Resources	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	$ 571,812	$ 585,055	$ 13,243	$ 585,055	$ 13,243
6010 BENEFITS	745,565	744,510	(1,055)	744,510	(1,055)
6020 TRAINING/EDUCATION	4,057	6,000	1,943	6,000	1,943
6030 TRAVEL/CONFERENCES	9,512	16,250	6,738	16,250	6,738
6040 PROF MEM/DUES & FEES	2,221	1,730	(491)	1,730	(491)
6050 OFFICE SUPPLIES	11,579	15,700	4,121	15,700	4,121
6060 OFFICE EQUIPMENT	2,153	2,500	347	2,500	347
6080 ADVERTISING	3,028	5,000	1,972	5,000	1,972
6110 TELEPHONE/FAX	6,141	10,000	3,859	10,000	3,859
6120 PUBL./SUBSCRIPTIONS	566	2,400	1,834	2,400	1,834
6130 COMPUTER HARDWARE	2,744	4,000	1,256	4,000	1,256
6150 MEETING EXPENSE	779	2,000	1,221	2,000	1,221
8010 OPERATIONAL MAT/SUPP	-	-	-	-	-
8100 PROFESSIONAL SERVICE	185,960	230,500	44,540	230,500	44,540
8110 CONTRACTS/AGREEMENTS	9,540	12,500	2,960	12,500	2,960
Total expended to date excluding 2016 Flood Costs	**$ 1,555,660**	**$ 1,638,145**	**$ 82,485**	**$ 1,638,145**	**$ 82,485**
8165 2016 FLOOD COSTS	-	-	-	-	-
Total expended to date including 2016 Flood Costs	**$ 1,555,660**	**$ 1,638,145**	**$ 82,485**	**$ 1,638,145**	**$ 82,485**

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Technology/ Communications | **(Unaudited) Statement of Expenditures** | **March 31, 2017**

Technology/Communications	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	$ 407,515	$ 408,071	$ 556	$ 408,071	$ 556
6010 BENEFITS	88,162	83,093	(5,069)	83,093	(5,069)
6020 TRAINING/EDUCATION	7,481	18,000	10,519	18,000	10,519
6030 TRAVEL/CONFERENCES	13,075	20,000	6,925	20,000	6,925
6040 PROF MEM/DUES & FEES	619	1,000	381	1,000	381
6050 OFFICE SUPPLIES	2,446	3,000	554	3,000	554
6060 OFFICE EQUIPMENT	3,952	3,000	(952)	3,000	(952)
6080 ADVERTISING	600	500	(100)	500	(100)
6100 COURIER	193	300	107	300	107
6110 TELEPHONE/FAX	53,387	70,000	16,613	70,000	16,613
6120 PUBL./SUBSCRIPTIONS	-	1,000	1,000	1,000	1,000
6130 COMPUTER HARDWARE	117,860	130,000	12,140	130,000	12,140
6140 COMPUTER SOFTWARE	191,441	190,000	(1,441)	190,000	(1,441)
6150 MEETING EXPENSE	254	500	246	500	246
8110 CONTRACTS/AGREEMENTS	46,564	42,000	(4,564)	42,000	(4,564)
8120 LEASES SAP	86,100	98,000	11,900	98,000	11,900
8130 LICENSES/PERMITS	84,659	97,000	12,341	97,000	12,341
Total expended to date excluding 2016 Flood Costs	**$ 1,104,307**	**$ 1,165,464**	**$ 61,157**	**$ 1,165,464**	**$ 61,157**
8165 2016 FLOOD COSTS	9,121	-	(9,121)	-	(9,121)
Total expended to date including 2016 Flood Costs	**$ 1,113,427**	**$ 1,165,464**	**$ 52,037**	**$ 1,165,464**	$ 52,037

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Municipal Clerk	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	$ 256,930	$ 260,514	$ 3,584	$ 260,514	$ 3,584
6010 BENEFITS	58,695	56,553	(2,142)	56,553	(2,142)
6020 TRAINING/EDUCATION	2,896	5,500	2,604	5,500	2,604
6030 TRAVEL/CONFERENCES	3,464	6,500	3,036	6,500	3,036
6040 PROF MEM/DUES & FEES	927	700	(227)	700	(227)
6050 OFFICE SUPPLIES	3,034	8,000	4,966	8,000	4,966
6060 OFFICE EQUIPMENT	16,606	16,750	144	16,750	144
6070 PHOTOCOPY SUPPLIES	18,183	18,000	(183)	18,000	(183)
6080 ADVERTISING	-	1,000	1,000	1,000	1,000
6100 COURIER	348	1,000	652	1,000	652
6110 TELEPHONE/FAX	2,587	4,500	1,913	4,500	1,913
6120 PUBL./SUBSCRIPTIONS	1,408	1,800	392	1,800	392
6140 COMPUTER SOFTWARE	9,791	9,600	(191)	9,600	(191)
6150 MEETING EXPENSES	11,436	12,600	1,164	12,600	1,164
8110 CONTRACTS/AGREEMENTS	100,000	100,000	-	100,000	-
Total expended to date excluding 2016 Flood	**$ 486,305**	**$ 503,017**	**$ 16,712**	$ **503,017**	**$ 16,712**
8165 2016 FLOOD COSTS	91	-	(91)	-	(91)
Total expended to date including 2016 Flood Costs	486,396	**503,017**	16,621	**503,017**	16,621

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Fiscal Services	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
9010 INT SHRT TERM BORROW	$ 284,341	$ 375,000	$ 90,659	$ 375,000	$ 90,659
9020 INT ON DEBT	2,037,852	2,037,852	(0)	2,037,852	(0)
9051 PRINC ON DEBT	13,532,234	13,532,234	-	13,532,234	0
9052 DEBT/CAP BOND DISC	97,000	95,000	(2,000)	95,000	(2,000)
9090 BANK CHARGES	75,614	86,000	10,386	86,000	10,386
9200 ALLOWANCE FOR UNCOL. TAXES	400,000	400,000	-	400,000	0
9420 APPROP TO CAPITAL FUND	90,000	90,000	0	90,000	0
9430 APPROP TO B.I.D.C.	98,844	95,806	(3,038)	95,806	(3,038)
9600 PROV. CORRECTIONS	1,090,725	1,090,725	0	1,090,725	0
9610 CB REG. HOUSING	2,014,014	2,136,000	121,986	2,136,000	121,986
9620 REGIONAL LIBRARY	670,000	670,000	0	670,000	0
9630 CB/VIC. SCHOOL BOARD	13,522,080	13,522,080	0	13,522,080	0
9640 PROPERTY ASSESSMENT	1,360,209	1,360,209	0	1,360,209	0
Total expended to date	$ 35,272,913	$ 35,490,906	$ 217,993	$ 35,490,906	$ 217,993

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Finance

Occupational Health / Safety | **(Unaudited) Statement of Expenditures** | **March 31, 2017**

Occupational Health & Safety	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	$ 148,404	$ 149,598	$ 1,194	$ 149,598	$ 1,194
6010 BENEFITS	30,682	30,864	182	30,864	182
6020 TRAINING/EDUCATION	3,002	5,850	2,848	5,850	2,848
6030 TRAVEL/CONFERENCES	9,700	11,000	1,300	11,000	1,300
6040 PROF MEM/DUES & FEES	756	535	(221)	535	(221)
6050 OFFICE SUPPLIES	1,645	3,000	1,355	3,000	1,355
6060 OFFICE EQUIPMENT	-	-	-	-	-
6110 TELEPHONE/FAX	1,715	3,375	1,660	3,375	1,660
6120 PUBL/SUBSCRIPTIONS	475	2,000	1,525	2,000	1,525
6130 COMPUTER HARDWARE	-	2,000	2,000	2,000	2,000
6140 COMPUTER SOFTWARE	-	500	500	500	500
6150 MEETING EXPENSES	1,268	2,500	1,232	2,500	1,232
8010 OPERATIONAL MAT/SUPP	-	-	-	-	-
8100 PROFESSIONAL SERVICE	4,214	5,500	1,286	5,500	1,286
8120 LEASES	2,706	3,000	294	3,000	294
Total expended to date excluding 2016 Flood Costs	**$ 204,568**	**$ 219,722**	**$ 15,154**	**$ 219,722**	**$ 15,154**
8165 2016 FLOOD COSTS	406	-	(406)	-	(406)
Total expended to date including 2016 Flood Costs	**$ 204,973**	**$ 219,722**	**$ 14,749**	**$ 219,722**	**$ 14,749**

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Finance

Police Services	**Police Services**	**(Unaudited) Statement of Expenditures**	**March 31, 2017**		

Police Services	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
GL 6000, 6010 , & 6011 WAGES & BENEFITS NET OF COST RECOVERY	$ 22,022,969	$ 21,946,891	$ (76,078)	$ 21,946,891	$ (76,078)
6020 TRAINING/EDUCATION	131,199	145,927	14,728	145,927	14,728
6030 TRAVEL/CONFERENCES	94,828	105,000	10,172	105,000	10,172
6040 PROF MEM/DUES & FEES	7,467	5,000	(2,467)	5,000	(2,467)
6050 OFFICE SUPPLIES	45,036	53,000	7,964	53,000	7,964
6060 OFFICE EQUIPMENT	76,248	50,000	(26,248)	50,000	(26,248)
6070 PHOTOCOPY SUPPLIES	17,196	18,000	804	18,000	804
6080 ADVERTISING	3,150	5,000	1,850	5,000	1,850
6090 POSTAGE & 6100 COURIER	7,698	7,000	(698)	7,000	(698)
6110 TELEPHONE/FAX	289,814	280,840	(8,974)	280,840	(8,974)
6120 PUBL./SUBSCRIPTIONS	3,329	6,000	2,671	6,000	2,671
6130 COMPUTER HARDWARE	133,197	200,000	66,803	200,000	66,803
6140 COMPUTER SOFTWARE	244,564	115,000	(129,564)	115,000	(129,564)
6150 MEETING EXPENSES	16,148	17,000	852	17,000	852
6160 LIABILITY INSURANCE	53,600	4,000	(49,600)	4,000	(49,600)
6170 PROMOTION	9,327	11,000	1,673	11,000	1,673
7000 HEAT	42,513	50,000	7,487	50,000	7,487
7010 ELECTRICAL	112,380	99,650	(12,730)	99,650	(12,730)
7020 WATER	5,749	8,000	2,251	8,000	2,251
7030 BLDG/FACILITY MAINT	81,336	71,000	(10,336)	71,000	(10,336)
7040 BLDG/FACILITY REPAIR	15,449	49,000	33,551	49,000	33,551
7050 BLDG/FACILITY INSURANCE	16,000	12,500	(2,500)	12,500	(2,500)
7060 BLDG/FACILITY RENOV	37,658	20,000	(17,658)	20,000	(17,668)
7070 BLDG/FACILITY RENTAL	65,248	68,000	2,752	68,000	2,752
7110 SECURITY	4,364	3,700	(664)	3,700	(664)
7505 GASOLINE & DIESEL	357,818	375,000	17,182	375,000	17,182
7510 VEH/EQUIP REPAIRS	324,367	287,717	(36,650)	287,717	(36,650)
7520 VEH/EQUIP INSURANCE	57,444	55,000	(2,444)	55,000	(2,444)
7530 VEH/EQUIP REPLACEMENT	534,685	680,000	45,315	580,000	45,315
7540 VEH/EQUIP RENTAL	2,030	9,000	6,970	9,000	6,970
7550 VEH/EQUIP TOWING	6,209	5,000	(1,209)	6,000	(1,209)
7560 VEH/EQUIP GEN SUPPLY	517	10,000	9,483	10,000	9,483
8000 OPERATIONAL EQUIP	182,302	193,784	11,482	193,784	11,482
8010 OPERATIONAL MAT/SUPP	206,775	181,373	(25,402)	181,373	(25,402)
8020 MAINTENANCE EQUIP	4,234	3,570	(664)	3,570	(664)
8030 MAINTENANCE MAT/SUPP	9,421	19,000	9,579	19,000	9,579
8040 COMM EQUIPMENT LINES	4,538	10,000	5,462	10,000	5,462
8090 UNIFORMS/CLOTHING	164,442	220,000	55,558	220,000	65,558
8100 PROFESSIONAL SERVICE	151,630	95,000	(56,630)	95,000	(56,630)
8110 CONTRACTS/AGREEMENTS	116,192	102,000	(13,192)	102,000	(13,192)
8120 LEASES	-	-	-	-	-
8125 MAJOR INVESTIGATIONS	40,403	143,668	103,265	143,668	103,265
8130 LICENSES/PERMITS	42,098	10,000	(32,098)	10,000	(32,098)
8150 GRANTS/SUBS TO ORG	50,367	50,000	(367)	50,000	(367)
Total expended to date excluding 2016 Flood Costs	25,789,940	25,701,620	(88,320)	25,701,620	(88,320)
8165 2016 FLOOD COSTS	(37,341)	-	37,341	-	37,341
Total expended to date including 2016 Flood Costs	$ 25,752,599	$ 25,701,620	$ (50,979)	$ 25,701,620	$ (50,979)

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Police Services Revenue	Year to date Assigned	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
4751 RECORDS INQUIRIES	$ 14,030	$ 25,000	$ (10,970)	$ 25,000	$ 10,970
5151 FINES	361,104	390,000	(28,896)	390,000	28,896
Total Revenue to date	**$ 375,134**	**$ 415,000**	**$ (39,866)**	**$ 415,000**	**$ 39,866**

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Fire Services Including EMO	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	$ 5,144,830	$ 5,509,828	$ 364,998	$ 5,509,828	$ 364,998
6010 BENEFITS	1,051,529	1,036,719	(14,810)	1,036,719	(14,810)
6011 MISC. BENEFITS	126,393	123,165	(3,228)	123,165	(3,228)
6020 TRAINING/EDUCATION	114,992	146,538	31,546	146,538	31,546
6030 TRAVEL/CONFERENCES	32,637	51,100	18,463	51,100	18,463
6040 PROF MEM/DUES & FEES	7,538	11,732	4,194	11,732	4,194
6050 OFFICE SUPPLIES	8,050	12,100	4,050	12,100	4,050
6060 OFFICE EQUIPMENT	5,540	6,450	910	6,450	910
6070 PHOTOCOPY SUPPLIES	-	500	500	500	500
6080 ADVERTISING	5,397	5,350	(47)	5,350	(47)
6100 COURIER	166	450	284	450	284
6110 TELEPHONE/FAX	31,448	44,999	13,551	44,999	13,551
6120 PUBL./SUBSCRIPTIONS	2,059	2,700	641	2,700	641
6130 COMPUTER HARDWARE	17,930	14,007	(3,923)	14,007	(3,923)
6140 COMPUTER SOFTWARE	-	12,006	12,006	12,006	12,006
6150 MEETING EXPENSES	3,633	4,402	769	4,402	769
6160 LIABILITY INSURANCE	1,246	-	(1,246)	-	(1,246)
6170 PROMOTION	32,730	38,000	5,270	38,000	5,270
6180 COST RECOVERY	575	-	(575)	-	(575)
7000 HEAT	70,102	87,709	17,607	87,709	17,607
7010 ELECTRICAL	59,932	60,004	72	60,004	72
7020 WATER	20,079	24,523	4,444	24,523	4,444
7030 BLDG/FACILITY MAINT	58,413	57,998	(415)	57,998	(415)
7040 BLDG/FACILITY REPAIR	35,372	21,326	(14,046)	21,326	(14,046)
7050 BLDG/FACILITY INS	11,869	8,217	(3,652)	8,217	(3,652)
7060 BLDG/FACILITY RENOV	-	-	-	-	-
7070 BLDG/FACILITY RENTALS	-	-	-	-	-
7080 PLANT MAINTENANCE	-	400	400	400	400
7500 VEH/EQUIP MAINT.	213,553	116,822	(96,731)	116,822	(96,731)
7505 GASOLINE/DIESEL	54,616	85,000	30,384	85,000	30,384
7510 VEH/EQUIP REPAIRS	599	4,000	3,401	4,000	3,401
7520 VEH/EQUIP INSURANCE	74,148	52,268	(21,880)	52,268	(21,880)
7530 VEH/EQUIP REPLACEMENT	38,917	70,000	31,083	70,000	31,083
7540 VEH/EQUP RENTAL	308	204	(104)	204	(104)
7550 VEH/EQUIP TOWING	647	2,000	1,353	2,000	1,353
7560 VEH/EQUIP GEN SUPPLY	11,318	16,000	4,682	16,000	4,682
8000 OPERATIONAL EQUIP	309,350	336,000	26,650	336,000	26,650
8010 OPERATIONAL MAT/SUPP	53,912	45,870	(8,042)	45,870	(8,042)
8020 MAINTENANCE EQUIP	32,436	52,599	20,163	52,599	20,163
8040 COMM EQUIPMENT LINES	62,762	38,000	(24,762)	38,000	(24,762)
8090 UNIFORMS/CLOTHING	59,921	77,452	17,531	77,452	17,531
8100 PROFESSIONAL SERVICE	44,063	2,000	(42,063)	2,000	(42,063)
8110 CONTRACTS/AGREEMENTS	13,824	89,638	75,814	89,638	75,814
8120 LEASES	287,973	95,498	(192,475)	95,498	(192,475)
8130 LICENSES/PERMITS	17,169	17,335	166	17,335	166
8135 REGULATORY FEES	283	-	(283)	-	(283)
8150 GRANTS/SUBS TO ORG	1,626,665	1,630,527	3,862	1,630,527	3,862
8195 WATER SUPPLY & HYDR	7,183,669	7,183,669	-	7,183,669	-
Total expended to date excluding 2016 Flood Costs	**$ 16,928,594**	**$ 17,195,105**	**$ 266,511**	**$ 17,195,105**	**$ 266,511**
8165 2016 FLOOD COSTS	92,138	-	(92,138)	-	(92,138)
Total expended to date Including 2016 Flood Costs	$ 17,020,732	$ 17,195,105	$ 174,373	$ 17,195,105	$ 174,373

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Fire Services **(Unaudited) Statement of Revenue** **March 31, 2017**

Fire Services Revenue		Year to date Assigned		12 Month Budget		12 Month Budget Variance		Annual Budget		Annual Budget Remaining
4776 PROV NS FIRE PROTECTION GRANT		152,778		160,000		(7,222)		160,000		7,222
4776 MEMBERTOU MUNICIPAL SERVICES AGRMNT		448,515		448,515		-		448,515		-
Total Revenue to date	**$**	**601,293**	**$**	**608,515**	**$**	**(7,222)**	**$**	**608,515**	**$**	**7,222**

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Engineering and Public Works Actuals to March 31, 2017 - Actuals April 26, 2017 - Unaudited

	Actual & Committed Y-T-D March 31, 2017	Budget Y-T-D March 31, 2017	Variance Y-T-D March 31, 2017	Total Annual Budget	Annual Budget Remaining	% of Annual Budget
REVENUE						
TRANSIT	$ 517,905.27	$ 622,000.00	$ (104,094.73)	$ 622,000.00	$ (104,094.73)	83.26%
SOLIDWASTE TIP FEES	$ 1,936,790.73	$ 1,900,000.00	$ 36,790.73	$ 1,900,000.00	$ 36,790.73	101.94%
SOLIDWASTE COST RECOVERIES	$ 310,660.55	$ 300,000.00	$ 10,660.55	$ 300,000.00	$ 10,660.55	103.55%
SEWER PERMIT FEES	$ 89,886.87	$ 110,000.00	$ (20,113.13)	$ 110,000.00	$ (20,113.13)	81.72%
BUILDINGS	$ 685,930.27	$ 680,079.00	$ 5,851.27	$ 680,079.00	$ 5,851.27	100.86%
MISCELLANEOUS REVENUE			$ -	$ -	$ -	0.00%
WATER UTILITY ADMIN FEE	$ 4,951,509.96	$ 4,951,510.00	$ (0.04)	$ 4,951,510.00	$ (0.04)	100.00%
TOTAL PW REVENUES	$ 8,492,683.65	$ 8,563,589.00	$ (70,905.35)	$ 8,563,589.00	$ (70,905.35)	99.17%
EXPENDITURES						
ADMINISTRATION	$ 4,410,785.31	$ 4,825,326.00	$ 414,540.69	$ 4,825,326.00	$ 414,540.69	91.41%
ENGINEERING	$ 686,077.30	$ 712,909.00	$ 26,831.70	$ 712,909.00	$ 26,831.70	96.24%
CENTRAL DIVISION	$ 6,225,270.83	$ 6,509,023.00	$ 283,752.17	$ 6,509,023.00	$ 283,752.17	95.64%
EAST DIVISION	$ 6,150,316.05	$ 6,115,643.00	$ (34,673.05)	$ 6,115,643.00	$ (34,673.05)	100.57%
NORTH DIVISION	$ 2,805,189.96	$ 3,049,625.00	$ 244,435.04	$ 3,049,625.00	$ 244,435.04	91.98%
SOLID WASTE	$ 12,170,558.02	$ 12,069,108.00	$ (101,450.02)	$ 12,069,108.00	$ (101,450.02)	100.84%
MECHANICAL FLEET	$ 3,746,518.76	$ 4,178,127.00	$ 431,608.24	$ 4,178,127.00	$ 431,608.24	89.67%
TRANSIT	$ 3,101,511.29	$ 3,289,593.00	$ 188,081.71	$ 3,289,593.00	$ 188,081.71	94.28%
QUALITY CONTROL	$ 2,757,171.85	$ 2,698,231.00	$ (58,940.85)	$ 2,698,231.00	$ (58,940.85)	102.18%
TOTAL PW EXPENDITURES	$ 42,053,399.37	$ 43,447,585.00	$ 1,394,185.63	$ 43,447,585.00	$ 1,394,185.63	96.79%
Flood Costs	$ 1,324,162.91	$ -	$ (1,324,162.91)			
TOTAL PW EXPENDITURES Including Flood Costs	$ 43,377,562.28	$ 43,447,585.00	$ 70,022.72			

Signature:

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Director of Engineering & Public Works

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Chief Financial Officer

Planning / ByLaw / Fire Inspection	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	$ 1,190,718	$ 1,345,213	$ 154,495	$ 1,345,213	$ 154,495
6010 BENEFITS	268,544	281,815	13,271	281,815	13,271
6020 TRAINING/EDUCATION	12,033	17,000	4,967	17,000	4,967
6030 TRAVEL/CONFERENCES	26,839	31,000	4,161	31,000	4,161
6040 PROF MEM/DUES & FEES	4,966	7,000	2,034	7,000	2,034
6050 OFFICE SUPPLIES	15,964	21,000	5,036	21,000	5,036
6060 OFFICE EQUIPMENT	8,822	15,500	6,678	15,500	6,678
6070 PHOTOCOPY SUPPLIES	-	-	-	-	-
6080 ADVERTISING	23,898	28,000	4,102	28,000	4,102
6100 COURIER	-	-	-	-	-
6110 TELEPHONE/FAX	15,151	22,000	6,849	22,000	6,849
6120 PUBL./SUBSCRIPTIONS	7,639	1,300	(6,339)	1,300	(6,339)
6130 COMPUTER HARDWARE	8,589	14,500	5,911	14,500	5,911
6140 COMPUTER SOFTWARE	1,063	10,000	8,937	10,000	8,937
6150 MEETING EXPENSE	2,612	4,200	1,588	4,200	1,588
6170 PROMOTION	28,091	30,000	1,909	30,000	1,909
7130 DEMOLITIONS	121,186	120,000	(1,186)	120,000	(1,186)
7500 VEH/EQUIP MAINT.	11,076	14,000	2,924	14,000	2,924
7505 GASOLINE & DIESEL	9,554	10,000	446	10,000	446
8000 OPERATIONAL EQUIPMENT	15,933	23,000	7,067	23,000	7,067
8010 OPERATIONAL MAT/SUPP	14,510	4,000	(10,510)	4,000	(10,510)
8090 UNIFORMS / CLOTHING	4,339	8,500	4,161	8,500	4,161
8100 PROFESSIONAL SERVICE	22,389	26,000	3,611	26,000	3,611
8110 CONTRACTS/AGREEMENTS	438,221	435,000	(3,221)	435,000	(3,221)
8130 LICENSES/PERMITS	74,315	70,500	(3,815)	70,500	(3,815)
8135 REGULATORY FEES	38,335	45,000	6,665	45,000	6,665
8150 GRANTS /SUBS TO ORG	89,162	80,000	(9,162)	80,000	(9,162)
Total expended to date excluding 2016 Flood Costs	**$ 2,453,951**	**$ 2,664,528**	**$ 210,577**	**$ 2,664,528**	**$ 210,577**
8165 2016 FLOOD COSTS	24,273	-	(24,273)	-	(24,273)
Total expended to date including 2016 Flood Costs	$ 2,478,224	$ 2,664,528	$ 186,304	$ 2,664,528	$ 186,304

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	Year to date Assigned	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
Bylaw Revenue					
5112 Vendor Licenses	$ 14,180	$ 8,500	$ 5,680	$ 8,000	$ (6,180)
5113 Animal Licenses	5,775	7,000	(1,225)	-	(5,775)
5114 Taxi Licenses	18,361	19,000	(639)	18,000	(361)
5115 Vending Machine Licenses	7,470	11,000	(3,530)	10,000	2,530
5301 Parking Meter Revenue	401,433	400,000	1,433	366,517	(34,916)
Total Bylaw Revenue	$ 447,219	$ 445,500	$ 1,719	$ 402,517	$ (44,702)
Development / Plannning Revenue					
5496 Mapping Sales	1,921	5,200	(3,280)	2,000	80
5495 Other Sales	36,493	4,800	31,693	2,800	(33,693)
5101 Building Permits	170,552	236,000	(65,448)	210,595	40,043
5102 Subdivision Fees	38,090	46,000	(7,910)	44,773	6,683
Total Develop / Planning Rev	$ 247,055	$ 292,000	$ (44,945)	$ 260,168	$ 13,113
Total Bylaw / Dev / Planning Revenue	$ 694,275	$ 737,500	$ (43,225)	$ 662,685	$ (31,590)

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Facilities (C200, County/ Centennial / CBU Arenas) **(Unaudited) Statement of Expenditures** **March 31, 2017**

	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	$ 1,565,802	$ 1,158,460	$ (407,342)	$ 1,158,460	$ (407,342)
6010 BENEFITS	261,098	209,473	(51,625)	209,473	(51,625)
6020 TRAINING	3,049	2,500	(549)	2,500	(549)
6030 TRAVEL/CONFERENCES	9,130	6,000	(3,130)	6,000	(3,130)
6040 PROF MEM/DUES & FEES	638	1,000	362	1,000	362
6050 OFFICE SUPPLIES	4,283	5,500	1,217	5,500	1,217
6060 OFFICE EQUIPMENT	4,421	2,000	(2,421)	2,000	(2,421)
6080 ADVERTISING	18,093	10,000	(8,093)	10,000	(8,093)
6100 COURIER	514	1,500	986	1,500	986
6110 TELEPHONE/FAX	18,838	25,000	6,162	25,000	6,162
6130 COMPUTER HARDWARE	56	4,000	3,944	4,000	3,944
6140 COMPUTER SOFTWARE	2,229	3,000	771	3,000	771
6150 MEETING EXPENSES	573	1,000	427	1,000	427
6160 LIABILITY INSURANCE	15,492	28,000	12,508	28,000	12,508
7000 HEAT	13,403	39,500	26,097	39,500	26,097
7010 ELECTRICAL	585,734	430,000	(155,734)	430,000	(155,734)
7020 WATER	41,369	42,500	1,131	42,500	1,131
7030 BLDG/FACILITY MAINT	69,345	115,000	45,655	115,000	45,655
7040 BLDG/FACILITY REPAIR	85,255	65,000	(20,255)	65,000	(20,255)
7050 BLDG/FACILITY INS	25,162	19,300	(5,862)	19,300	(5,862)
7060 BLDG/FACILITY RENOV	17,720	25,000	7,280	25,000	7,280
7080 PLANT MAINTENANCE	31,302	45,000	13,698	45,000	13,698
7110 SECURITY	93,543	65,000	(28,543)	65,000	(28,543)
7500 VEH/EQUIP MAINT	2,432	1,000	(1,432)	1,000	(1,432)
7510 VEH/EQUIP REPAIRS	12,910	12,500	(410)	12,500	(410)
7520 VEH/EQUIP INSURANCE	2,772	3,550	778	3,550	778
7540 VEH/EQUIP RENTAL	4,314	2,500	(1,814)	2,500	(1,814)
8000 OPERATIONAL EQUIPMENT	4,049	5,000	951	5,000	951
8010 OPERATIONAL MAT/SUPP	131,030	100,000	(31,030)	100,000	(31,030)
8050 COST OF SALES	579,994	545,000	(34,994)	545,000	(34,994)
8090 UNIFORMS/CLOTHING	5,778	7,000	1,222	7,000	1,222
8100 PROFESSIONAL SERVICE	63,962	20,000	(43,962)	20,000	(43,962)
8110 CONTRACTS/AGREEMENTS	52,488	42,000	(10,488)	42,000	(10,488)
8130 LICENSES/PERMITS	594	-	(594)	-	(594)
Total expended to date excluding 2016 Flood Costs	**$ 3,727,371**	**$ 3,042,283**	**$ (685,088)**	**$ 3,042,283**	**$ (685,088)**
8165 2016 FLOOD COSTS	(3,306)	-	3,306	-	3,306
Total expended to date including 2016 Flood Costs	$ 3,724,064	$ 3,042,283	$ (681,781)	$ 3,042,283	$ (681,781)

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Facilities (C200, County / Centennial Arenas)

(Unaudited)
Statement of Revenue

March 31, 2017

	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
GL 5001 Ice Rentals	$ 472,685	$ 516,000	$ (43,315)	$ 516,000	$ 43,315
GL 5002 Public Skating	16,647	18,500	(1,853)	18,500	1,853
GL 5004 Arena Rental	12,949	25,000	(12,051)	25,000	12,051
GL 5005 Gym Rental	14,043	16,000	(1,957)	16,000	1,957
GL 5006 Canteen Sales	429,633	350,000	79,633	350,000	(79,633)
GL 5009 Major Events	22,525	125,000	(102,475)	125,000	102,475
GL 5010 Other Revenue	481,799	350,000	131,799	350,000	(131,799)
GL 5033 Program Equipment	17,297	30,000	(12,703)	30,000	12,703
GL 5034 Facility Rentals	210,644	112,000	98,644	112,000	(98,644)
GL 4808 Advertising Revenue	10,000	-	10,000	-	(10,000)
Total Revenue To Date	**$ 1,688,224**	**$ 1,542,500**	**$ 145,724**	**$ 1,542,500**	**$ (145,724)**

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Parks and Grounds Operations **(Unaudited) Statement of Expenditures** **March 31, 2017**

Parks & Grounds	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	$ 1,414,434	$ 1,633,902	$ 219,468	$ 1,633,902	$ 219,468
6010 BENEFITS	350,733	338,701	(12,032)	338,701	(12,032)
6020 TRAINING/EDUCATION	5,569	2,000	(3,569)	2,000	(3,569)
6030 TRAVEL/CONFERENCES	12,308	5,500	(6,808)	5,500	(6,808)
6040 PROF MEM/DUES & FEES	-	200	200	200	200
6050 OFFICE SUPPLIES	3,860	200	(3,660)	200	(3,660)
6060 OFFICE EQUIPMENT	-	500	500	500	500
6080 ADVERTISING	250	200	(50)	200	(50)
6110 TELEPHONE/FAX	6,821	4,000	(2,821)	4,000	(2,821)
6130 COMPUTER HARDWARE	52	500	448	500	448
7000 HEAT	4,671	7,500	2,829	7,500	2,829
7010 ELECTRICAL	57,204	70,000	12,796	70,000	12,796
7020 WATER	24,242	15,000	(9,242)	15,000	(9,242)
7030 BLDG/FACILITY MAINT	3,567	4,000	433	4,000	433
7040 BLDG/VACILITY REPAIR	1,424	10,000	8,576	10,000	8,576
7060 BLDG/FACILITY RENOV	669	7,500	6,831	7,500	6,831
7080 PLANT MAINTENANCE	2,166	3,000	834	3,000	834
7100 MAINT. TOOLS/EQUIP	-	8,500	8,500	8,500	8,500
7110 SECURITY	704	25,000	24,296	25,000	24,296
7500 VEH/EQUIP MAINT.	-	1,500	1,500	1,500	1,500
7505 GASOLINE & DIESEL	-	-	-	-	-
7510 VEH/EQUIP REPAIRS	595	-	(595)	-	(595)
7520 VEH/EOUIP INSURANCE	-	-	-	-	-
7530 VEH/EQUIP REPLACEMENT	1,416	-	(1,416)	-	(1,416)
7540 VEH/EQUIP RENTAL	1,415	35,000	33,585	35,000	33,585
8000 OPERATIONAL EQUIP	29,501	30,000	499	30,000	499
8010 OPERATIONAL MAT/SUPP	359,037	300,000	(59,037)	300,000	(59,037)
8020 MAINTENANCE EOUIP	36,150	25,000	(11,150)	25,000	(11,150)
8080 STREET LIGHTS	3,192	-	(3,192)	-	(3,192)
8090 UNIFORMS/CLOTHING	11,451	9,000	(2,451)	9,000	(2,451)
8100 PROFESSIONAL SERV	982	-	(982)	-	(982)
8110 CONTRACTS & AGRMNT	172,526	100,000	(72,526)	100,000	(72,526)
Total expended to date excluding 2016 Flood Costs	$ 2,504,939	$ 2,636,703	$ 131,764	$ 2,636,703	$ 131,764
8165 2016 FLOOD COSTS	114,982	-	(114,982)	-	(114,982)
Total expended to date including 2016 Flood Costs	$ 2,619,921	$ 2,636,703	$ 16,782	$ 2,636,703	$ 16,782

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Buildings	Year to date Expended	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
6000 WAGES/SALARIES	$ 1,316,112	$ 1,357,635	$ 41,523	$ 1,357,635	$ 41,523
6010 BENEFITS	322,475	308,818	(13,657)	308,818	(13,657)
6011 MISC BENEFITS	-	-	-	-	-
6020 TRAINING/EDUCATION	6,209	2,500	(3,709)	2,500	(3,709)
6030 TRAVEL/CONFERENCES	511	2,500	1,989	2,500	1,989
6040 PROF MEM/DUES & FEES	-	100	100	100	100
6050 OFFICE SUPPLIES	489	800	311	800	311
6060 OFFICE EQUIPMENT	7,434	2,450	(4,984)	2,450	(4,984)
6080 ADVERTISING	198	-	(198)	-	(198)
6110 TELEPHONE/FAX	7,227	8,300	1,073	8,300	1,073
6130 COMPUTER HARDWARE	6,407	3,000	(3,407)	3,000	(3,407)
6140 COMPUTER SOFTWARE	-	5,000	5,000	5,000	5,000
7000 HEAT	99,202	100,000	798	100,000	798
7010 ELECTRICAL	509,372	485,000	(24,372)	485,000	(24,372)
7020 WATER	20,824	22,500	1,676	22,500	1,676
7030 BLDG/FACILITY MAINT	11,902	14,000	2,098	14,000	2,098
7040 BLDG/VACILITY REPAIR	26,718	86,500	59,782	86,500	59,782
7050 BLDG/FACILITY INS	185,859	150,000	(35,859)	150,000	(35,859)
7060 BLDG/FACILITY RENOV	43,556	100,000	56,444	100,000	56,444
7070 BLDG/FACILITY RENTAL	167,867	225,000	57,133	225,000	57,133
7080 PLANT MAINTENANCE	18,338	45,000	26,662	45,000	26,662
7100 MAINT. TOOLS/EQUIP	5,595	-	(5,595)	-	(5,595)
7110 SECURITY	94,523	75,000	(19,523)	75,000	(19,523)
7120 PROPERTY TAX	-	-	-	-	-
7500 VEH/EQUIP MAINT.	-	-	-	-	-
7505 GASOLINE & DIESEL	-	4,000	4,000	4,000	4,000
7510 VEH/EQUIP REPAIRS	-	2,000	2,000	2,000	2,000
7520 VEH/EQUIP INSURANCE	-	-	-	-	-
7530 VEH/EQUIP REPLACEMENT	25,000	25,000	-	25,000	-
7540 VEH/EQUIP RENTAL	1,307	1,000	(307)	1,000	(307)
7570 VEH/EQUIP TOOLS	140	3,500	3,360	3,500	3,360
8000 OPERATIONAL EQUIP	1,251	4,000	2,749	4,000	2,749
8010 OPERATIONAL MAT/SUPP	107,869	125,500	17,631	125,500	17,631
8020 MAINTENANCE EQUIP	3,235	5,000	1,765	5,000	1,765
8030 MAINTENANCE MAT/SUPP	8,528	5,000	(3,528)	5,000	(3,528)
8080 STREET LIGHTS	-	-	-	-	-
8090 UNIFORMS/CLOTHING	5,349	2,500	(2,849)	2,500	(2,849)
8100 PROFESSIONAL SERVICE	14,946	5,000	(9,946)	5,000	(9,946)
8110 CONTRACTS/AGREEMENTS	249,889	148,000	(101,889)	148,000	(101,889)
Total expended to date excluding 2016 Flood Costs	$3,268,332	$3,324,803	$56,271	$3,324,603	$56,271
8165 2016 FLOOD COSTS	120,106	-	(120,106)	-	(120,106)
Total expended to date including 2016 Flood Costs	$ 3,388,438	$ 3,324,603	$ (63,835)	$ 3,324,603	$ (63,835)

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Recreation Cultural Services **(Unaudited) Statement of Expenditures** **March 31, 2017**

Recreation/Cultural Services		Year to date Expended		12 Month Budget		12 Month Budget Variance		Annual Budget		Annual Budget Remaining
GL 6000, 6010, & 6011 Wages & Benefits Including Summer Students	$	1,073,233	$	1,118,161	$	44,928	$	1,118,161	$	44,928
6020 TRAINING/EDUCATION		10,594		16,965		6,371		16,965		6,371
6030 TRAVEL/CONFERENCES		18,984		36,000		17,016		36,000		17,016
6040 PROF MEM/DUES & FEES		8,259		3,500		(4,759)		3,500		(4,759)
6050 OFFICE SUPPLIES		7,622		8,000		378		8,000		378
6060 OFFICE EQUIPMENT		7,023		8,000		977		8,000		977
6080 ADVERTISING		70,306		75,000		4,694		75,000		4,694
6110 TELEPHONE/FAX		8,889		19,000		10,111		19,000		10,111
6120 PUBL./SUBSCRIPTIONS		130		500		370		500		370
6130 COMPUTER HARDWARE		2,229		7,100		4,871		7,100		4,871
6140 COMPUTER SOFTWARE		-		-		-		-		-
6160 LIABILITY INSURANCE		8,772		10,000		1,228		10,000		1,228
7070 BLDG/FACILITY RENTAL		48,738		44,000		(4,738)		44,000		(4,738)
8000 OPERATIONAL MAT/SUPPLY		168,193		175,000		6,807		175,000		6,807
8025 COMMUNITY EVENTS		323,133		334,615		11,482		334,615		11,482
8150 SCHOLORSHIPS		20,000		20,000		-		20,000		-
8160 SPECIAL EVENTS & FESTIVALS		339,315		356,562		17,247		356,562		17,247
8170 OPERATING GRANTS POLICY		1,261,926		780,500		(481,426)		780,500		(481,426)
Total expended to date excluding 2016 Flood Costs	$	**3,377,347**	$	**3,012,903**	$	**(364,444)**	$	3,012,903	$	**(364,444)**
8165 2016 FLOOD COSTS		-		-		-		-		-
Total expended to date including 2016 Flood Costs	$	3,377,347	$	3,012,903	$	(364,444)	$	3,012,903	$	(364,444)

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Recreation/Cultural Services	Year to date Assigned	12 Month Budget	12 Month Budget Variance	Annual Budget	Annual Budget Remaining
5031 PROGRAM REVENUE	$ 30,000	$ 88,045	$ (58,045)	$ 88,045	$ 58,045
5034 FACILITY RENTALS	14,215	25,000	(10,786)	25,000	10,786
5526 STUDENT FUNDING	-	30,000	(30,000)	30,000	30,000
Total Revenue To Date	**$ 44,215**	**$ 143,045**	**$ (98,831)**	**$ 143,045**	**$ 98,831**

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Cape Breton Regional Municipality Water Utility
Statement of Operations to Feb 28,2017

	Actual Y-T-D Feb 28,2017	Budget Y-T-D Feb 28,2017	Variance Y-T-D Feb 28,2017	Total Annual Budget 2017-2018
Revenue				
Operating:				
Metered Sales	$ 14,525,600.00	$ 15,125,458.00	$ 599,858.00	16,500,500.00
Public Fire Protection	$ 6,585,030.00	$ 6,585,030.00	$ -	7,183,669.00
Interest on Overdue Accounts	$ 342,747.00	$ 397,917.00	$ 55,170.00	325,000.00
Other Operating Revenue	$ 124,677.00	$ 20,167.00	$ (104,510.00)	22,000.00
Total Operating Revenue	$ 21,578,054.00	$ 22,128,572.00	$ 550,518.00	**24,031,169.00**
Expenditures				
Operating Expenses				
Souce of Supply	$ 257,358.00	$ 419,833.00	$ 162,475.00	458,000.00
Power and Pumping	$ 1,472,432.00	$ 1,810,417.00	$ 337,985.00	1,975,000.00
Water Treatment	$ 3,621,073.00	$ 3,412,540.00	$ (208,533.00)	3,722,771.00
Transmission & Distribution	$ 4,129,711.00	$ 4,079,167.00	$ (50,544.00)	4,450,000.00
Administration & General	$ 2,313,219.00	$ 2,642,982.00	$ 329,763.00	2,883,254.00
Depreciation	$ 2,974,583.00	$ 2,974,583.00	$ -	3,245,000.00
Taxes	$ 2,008,519.00	$ 1,970,833.00	$ (37,686.00)	2,150,000.00
Total Operating Expenses	$ 16,776,895.00	$ 17,310,355.00	$ 533,460.00	$ **18,884,025.00**
			$ -	
Operating Profit/(Loss)	$ **4,801,159.00**	$ **4,818,217.00**	$ **17,058.00**	$ **5,147,144.00**

Non Operating Revenue	Actual Y-T-D Feb 2017	Budget Y-T-D Feb 28,2017	Variance Y-T-D Feb 28,2017	Total Annual Budget 2017-18
Debt Charge Income				
Interest Income				
Transfer from Depreciation				
Total Non Operating Revenue				
Non Operating Expenses				
Short term interest charges	$ 114,583.00	$ 114,583.00	$ -	125,000.00
Debt Charges				
Principal	$ 3,490,478.00	$ 3,239,213.00	$ (251,265.00)	3,533,687.00
Interest	$ 1,521,775.00	$ 1,471,070.00	$ (50,705.00)	1,604,803.00
Amortization of Debt Discount	$ 29,333.00	$ 29,333.00	$ -	32,000.00
Capital Expenditures out of operations			$ -	
New Debt				
Principal	$ 100,833.00	$ 100,833.00	$ -	110,000.00
Interest	$ 68,750.00	$ 68,750.00	$ -	75,000.00
Appropriation - Rolling stock -Fleet			$ -	
Total Non Operating Expenses	$ 5,325,752.00	$ **5,023,782.00**	$ **(301,970.00)**	$ **5,480,490.00**
Non- Operating Profit/Loss	$ **5,325,752.00**	$ 5,023,782.00	$ **(301,970.00)**	$ **5,480,490.00**
TOTAL UTILITY REVENUES (OPERATING & NON-OPE	$ 21,578,054.00	$ 22,128,572.00	$ 550,518.00	$ **24,364,515.00**
TOTAL UTILITY EXPENSES (OPERATING & NON-OPE	$ 22,102,647.00	$ 22,334,137.00	$ 231,490.00	$ **24,364,515.00**
CBRM WATER UTILITY PROFIT/(LOSS)	$ **(524,593.00)**	$ **(205,565.00)**	$ 319,028.00	$ (333,346.00)

Prepared by Judy Sampson

Review by Mike MacKeigan

Date 26-Apr-17

Port of Sydney
CANADA

Port of Sydney Development Corporation

Income Statement March 31, 2017

	This Year Actual	This Year Budget	Variance to Budget
Wharfage & Berthage	482,134.39	450,797.36	31,337.03
Event Revenue	78,227.95	61,950.00	16,277.95
Miscellaneous Revenue	20,834.64	22,160.00	-1,325.36
Storage & Rental	213,842.38	188,576.24	25,266.14
Passenger tax	660,304.00	598,133.00	62,171.00
Security/Traffic Control	140,864.11	93,592.00	47,272.11
Transport Canada Marketing Rev.	24,652.55	0.00	24,652.55
Craft Market Revenue	72,502.62	52,155.00	20,347.62
Business Development - Container Terminal	348,347.32	420,000.00	-71,652.68
Loss on Disposal of Asset	-15,769.00	0.00	-15,769.00
	$ 2,025,940.96	$ 1,887,363.60	$ 138,577.36

Wages & Salaries	740,182.88	686,481.00	53,701.88
Professional Fees	58,351.59	41,750.00	16,601.59
Advertising & Promotions	33,265.49	46,008.00	-12,742.51
Cruise Activities	38,041.18	40,858.00	-2,816.82
Dues & Membership Fees	51,711.79	43,885.00	7,826.79
Event Expense	3,037.23	7,263.00	-4,225.77
Insurance	53,221.87	57,360.00	-4,138.13
Interest & Bank Charges	26,135.50	3,600.00	22,535.50
Office & Admin	16,189.84	16,960.02	-770.18
Miscellaneous	18,488.86	31,100.00	-12,611.14
Repairs & Maintenance	174,195.15	166,694.08	7,501.07
Travel	36,792.61	35,800.00	992.61
Utilities	179,017.55	187,082.00	-8,064.45
Bad Debts	9,627.94	0.00	9,627.94
Business Development - Container Terminal	348,347.32	420,000.00	-71,652.68
Security	133,331.87	87,858.00	45,473.87
	$ 1,919,938.67	$ 1,872,699.10	$ 47,239.57
Surplus	$ 106,002.29	$ 14,664.50	$ 91,337.79

P.O. Box 327 Sydney, Nova Scotia CANADA B1P 6H2 902 564 0800
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