



**Town of Amherst
Committee of the Whole**

Date: **Monday, June 19, 2017**
Time: **4:00 pm**
Location: **Council Chambers, Town Hall**

	Pages
1. Call to Order	
1.1 Approval of Agenda (5937)	
1.2 Approval of Minutes - May 23, 2017 (5823)	1 - 2
2. Presentations (30 min)	
2.1 Bordertown Biker Bash (5820) (15 min)	
2.2 CCTS (5203) (15 min)	
3. In Camera (20 min)	
3.1 Approval of In Camera Agenda	
3.2 Approval of In Camera Minutes	
3.3 MGA 22(2)(a) Municipal Property	
3.4 MGA 22(2)(a) Municipal Property	
3.5 MGA 22(2)(c) Personnel Matter	
4. Council Direction Requests (20 min)	
4.1 Bottled Water (5635) (10 min) Councillor Blanch	3 - 3
4.2 Bylaw Respecting Commercial Development Improvements (5102) (10 min) Fisher	4 - 41
5. Information Items (20 min)	
5.1 Dog Waste Containers (5517) (4 min) Schurman	42 - 57
5.2 Building Permit Analysis (5647) (4 min) MacDonald	58 - 62
5.3 Update on Active Transportation Workshop (5929) (4 min) MacDonald	63 - 63

5.4	FCM Conference Report (5930) (4 min) Councillor Jones	64 - 65
5.5	Legalization of Cannabis Report (5931) (4 min) Councillor Jones	66 - 68
6.	Monthly Reports (20 min)	
6.1	Corporate Services (5932) (4 min) Arbing	69 - 69
6.2	Fire Department (5933) (4 min) Jones	70 - 70
6.3	Operations (5934) (4 min) MacDonald	71 - 71
6.4	Police Services (5935) (4 min) Naylor	72 - 73
6.5	Recreation (5936) (4 min) Schurman	74 - 75
7.	Strategic Priorities Chart - Reference Only	76 - 76
8.	Adjournment	

**Amherst Town Council
Committee of the Whole
Minutes**

Date: May 23, 2017
Time: 4:30 pm
Location: Board Room, Town Hall

Members Present Mayor David Kogon
Deputy Mayor Sheila Christie
Councillor Jason Blanch
Councillor Vince Byrne
Councillor Darrell Jones
Councillor Wayne MacKenzie
Councillor Terry Rhindress

Staff Present Greg Herrett, CAO
Jason MacDonald, Deputy CAO – Operations
Ian Naylor, Police Chief
Vince Arbing, Director of Finance
Bill Schurman, Director of Recreation
Greg Jones, Fire Chief
Rebecca Purdy, Executive Assistant

1. Call to Order

1.1 Approval of Agenda (5660)

Moved By Councillor Byrne
Seconded By Councillor MacKenzie
To approve the agenda

MOTION CARRIED

1.2 Approval of Minutes - May 15, 2017 (5661)

Moved By Councillor Rhindress
Seconded By Councillor Byrne
To approve the minutes of the May 15, 2017 Committee of the Whole meeting

MOTION CARRIED

2. In Camera

Moved By Councillor Byrne
Seconded By Councillor Blanch
To go In-Camera

MOTION CARRIED

3. Council Direction Requests

3.1 Asphalt Patching Tender (5659)

Moved By Councillor Rhindress

Seconded By Deputy Mayor Christie

To refer the asphalt patching tender to the May 23, 2017 regular meeting for Council's approval of awarding it to Costins

MOTION CARRIED

4. Review Council Agenda

5. Adjournment

Moved By Councillor Blanch

Seconded By Councillor Jones

To adjourn at 5:20 PM

Gregory D. Herrett, CPA, CA
Chief Administrative Officer

David Kogon, MD
Mayor

MEMORANDUM

TO: Mayor Kogon and Members of Council

FROM: Councillor Jason Blanch

DATE: 19 June 2017

SUBJECT: Bottled Water

Amherst possesses and proudly advertises our amazing resource of top quality water. Yet, in our Town Hall, at our meetings which will soon be broadcast to the world on the internet, we sit drinking bottled water. We waste taxpayers' money and more importantly, we squander the next generation's resources when we consume bottled water.

Please look at this link for a few facts about bottled water:

<https://www.banthebottle.net/articles/10-startling-facts-about-bottled-water/>

I move that the Town ceases its practice of buying and providing bottled water for staff, Council and guests within Town Hall and at all Town sponsored functions.



COMMITTEE OF THE WHOLE

CDR# 2018019

Date: June 19, 2017

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Andrew Fisher, Senior Planner & Business Development Officer (acting)

DATE: June 19, 2017

SUBJECT: Second reading of the Commercial Development Support Bylaw

ORIGIN:

Council gave first reading of this Bylaw on February 27, 2017, and held a public hearing March 27th where no written or verbal submissions were received. Council deferred second reading to allow further refinement of the Bylaw. Subsequently, the Town's provincial municipal advisors requested time to conduct an interdepartmental review of the draft Bylaw prior to second reading. With these reviews now complete, staff feel the resulting document clarifies the program eligibility, and the process to administer it.

LEGISLATIVE AUTHORITY:

Municipal Government Act (MGA), section 71C concerning 'commercial development districts', and Part VIII concerning 'Planning and Development'.

RECOMMENDATION:

That Council consider at its regular meeting on June 26th second reading of the Commercial Development Support Bylaw, and enabling amendment to the Municipal Planning Strategy.

BACKGROUND:

As a means to incentivize commercial investment, the tool allows a municipality to forgo up to 50% of the tax revenue generated by an investment over a period of up to ten years on lands already serviced by water and sanitary services.

Several minor changes were made to the original draft Bylaw that are detailed on the attached "Amendments". These changes are intended to correct errors, omissions, and inconsistencies throughout the document. More significant changes were made as a result of further review by staff and the Province. These changes are described as follows:

1. The Bylaw's name is changed to avoid any conflicts with provincial/international trade obligations.
2. In DEFINITIONS, section 7 "Development" is changed to mean any new building, expansion, or renovation that requires a building permit with a minimum project cost of \$25,000. This change more concisely defines eligibility for the program, and focuses on incentivizing an investment rather than simply holding an asset.



3. In DEFINITIONS, section 10 “Actual Taxable Assessed Value” is changed to mean the value established by PVSC the year following completion of the development, and remains unchanged throughout the duration of the program. The original definition allowed for annual adjustments, which would be difficult to administer and could lead to conflict between the property owner and the Town.
4. Section 19 (2) was deleted as it was redundant.
5. SCHEDULE “A” Map was changed to the Zoning Map of the Land Use Bylaw to ensure all commercial and industrial properties were included for eligibility. The previous Planning Strategy Map excluded approximately seven neighbourhood commercial properties.
6. In SCHEDULE “B” section 8.3 was deleted as it is redundant (section 8 already allows reassignment in some circumstances) while giving unwanted discretion to the CAO to allow reassignment of the rebates to other parties.
7. SCHEDULE “B” is the draft agreement that contains its own SCHEDULE “B”, which provides examples of how the assessment rebate will be calculated. Subsection “c” is changed to reflect that the Base Year Value and the Actual Assessed Value, once established, remain constant throughout the program. The changes also ensure that the program rebate does not exceed 50% of the assessment increase.

DISCUSSION:

This tool was originally designed for specific areas where a municipality wants incentivize investment, such as a downtown district or a brownfield development. However, the tool can be applied to all commercially assessed property that is currently serviced with water and sanitary services, which is how this Bylaw has been drafted.

FINANCIAL IMPLICATIONS:

None now, although the program would result in foregoing up to 50% of the tax revenue that would have come from the increased assessment on a property participating in the program.

COMMUNITY ENGAGEMENT:

An advertised Public Hearing was held on March 27th where no submissions were received. Should Council approve second reading and enactment, notice will be advertised in the local newspaper and on the Town’s website.

ENVIRONMENTAL IMPLICATIONS:

There are no environmental implications to the enactment of this bylaw.

ALTERNATIVES:

Defer second reading of the Bylaw and direct staff to make changes to the Bylaw, or provide more information.

ATTACHMENTS:

List of amendments to the original draft Bylaw given first reading on February 27, 2017, and P-9 Commercial Development Support Bylaw (showing edits).

Report prepared by: A.Fisher

Report and Financial approved by:

Amendments

The Bylaw Respecting Commercial Development Improvements, P-9, which received first reading on February 27, 2017 is hereby amended as follows:

1. Change the title of the Bylaw by replacing the words “Commercial Development Improvements” to Commercial Development Support Program” throughout the bylaw and its Schedules, including changing reference from “CDI Bylaw” to “CDS Bylaw”.
2. In paragraph 2, replace the words “Commercial, and CDD in the attached Appendix A” with the words “Comprehensive Development District, and all Commercial Zones on the Land Use Zoning Map, attached as Schedule A of this Bylaw.”
3. Change the heading above paragraph 3 from “DEVELOPMENT REBATE PROGRAM” to “DEVELOPMENT SUPPORT PROGRAM” and throughout the bylaw.
4. In DEFINITIONS paragraph 7, replacing the words “investment that results in an increase in the productive use of a property or a building on a property within the CDD, and includes, but is not limited to a new building construction enterprise, or the expansion of an existing building to realize more effective utilization of the property’s potential” with the words “any new building, expansion of an existing building, or any renovation that requires a Building Permit and has a minimum project cost of \$25,000”
5. In DEFINITIONS, paragraph 10 becomes a part of paragraph 9 and the remaining paragraphs are renumbered accordingly.
6. In DEFINITIONS, paragraph 10 (which was formerly paragraph 11), Actual Taxable Assessed Value, remove the words “applicable for the taxation year in which the Rebate Eligible Assessment is to be determined, subject to any adjustments to taxes arising from the assessment appeals or changes to the Taxable Assessed Value made by PVSC through requests for reconsideration” and replace with “is established by the PVSC in the year following the completion of the Development. For further clarity, the Actual Taxable Assessed Value will not change for the purposes of the Development Support over the course of the program.”
7. In PHASED IN ASSESSMENT AGREEMENT, paragraph 11 (1) as renumbered, replace the word “Appendix” with the word “Schedule”, and in paragraph 11(2) replace the words “is intended to compliment and provide specifics for the subject property” with the words “establishes the” and remove the word “are” after the words “and the limits on the program”.
8. In REBATE CALCULATION, paragraph 12 as renumbered, replace the words “development rebate” with the words “Assessment Rebate” and remove the words “each year”; In the table, replace the words “tax increment” with the words “the rebate eligible assessment”.
9. In REBATE LIMITS, paragraph 13 as renumbered, replace the words “development rebates” with the words “Assessment Rebates” and remove the words “to an owner”.
10. In DURATION, paragraph 15 as renumbered, replace the words “Development rebates” with the words “Assessment Rebates”.
11. In paragraphs 17, 18, 19, 20 and 22 as renumbered, replace the words “Development Rebate” with the words “Development Support Program”.

12. In REPEAL, delete paragraph 19(2) as renumbered.
13. In PAYMENT, paragraphs 25 and 26 as renumbered, replace the words “development rebates” with the words “Assessment Rebates”.
14. Replace SCHEDULE A Map with SCHEDULE A Zoning Map.
15. In SCHEDULE B, replace the words “Central Business District” with the words “Commercial Development District” in the first paragraph and replace the words “Development Rebate” with the words “Development Support Program” in the second and fourth unnumbered paragraphs as well as in numbered paragraphs 2.2, and 2.5.
16. In SCHEDULE B, replace the words “**Development Rebate**” in paragraph 2.6 with the words “**Assessment Rebate**” and replace “13” with “12”.
17. In SCHEDULE B, paragraph 2.8, add the words “or industrial” after the words “permitted commercial”.
18. In SCHEDULE B, paragraph 2.11, replace the words “development rebate” with the words “Assessment Rebate”.
19. In SCHEDULE B, paragraph 3 heading is changed from “PARTICIPATION IN DEVELOPMENT REBATES PROGRAM” to “PARTICIPATION IN ASSESSMENT REBATES PROGRAM”.
20. In SCHEDULE B, paragraph 3.1, replace the words “Development Rebate” with the words “Development Support Program”.
21. In SCHEDULE B, paragraph 4 heading is changed from “DEVELOPMENT REBATE FUNDING CALCULATION” to “ASSESSMENT REBATE FUNDING CALCULATION”.
22. In SCHEDULE B, paragraph 4.1, replace the words “A development rebate” with the words “An Assessment Rebate”; replace the word “TREASURER” with the word “Treasurer”; and replace the word “to” to the word “of”.
23. In SCHEDULE B, replace paragraph 4.2 “Prior to the commencement of the Development Rebate, the TREASURER shall determine the Base Year Taxable Assessed Value used to calculate the annual Rebate Eligible Tax Assessment and the corresponding annual development rebate payable for development. Following this determination, Schedule “F” will be amended annually to show the Actual Taxable Assessed Value, the Rebate Eligible Taxes, and the annual development rebate amount payable as determined by the TREASURER” with a the following paragraph “Prior to the commencement of the Development Support Program, the Treasurer shall determine the Base Year Taxable Assessed Value used to calculate the Annual Rebate Eligible Tax Assessment and the corresponding annual Assessment Rebate payable to the Applicant. Following this determination, Schedule “F” will be amended annually to show the Actual Taxable Assessed Value, the Rebate Eligible Taxes, and the annual Assessment Rebate amount payable as determined by the Treasurer.
24. In SCHEDULE B, Paragraph 4.3, and throughout the remainder of the document, replace the word “TREASURER” with “Treasurer”;

25. In SCHEDULE B, Paragraphs 4.3, 4.4, 4.5 and 4.6 replace the words “development rebate” with the words “Assessment Rebate”.
26. In SCHEDULE B, paragraph 4.6, replace the words “result in the calculation of the total increase in taxes payable during the phase in period being less than” with the word “exceed”.
27. In SCHEDULE B, paragraph 4.7, replace the words “Development Rebate” with the words “Development Support Program”.
28. In SCHEDULE B, paragraph 4.9, replace the words “future development rebates shall be adjusted accordingly for the duration of the Development Rebate period. Such adjustments may reflect any overpayment of development rebate arising from successful assessment appeals that occur subsequent to the commencement of payment of development rebates.” With the words “future Assessment Rebates shall be adjusted accordingly for the duration of the Development Support Program period. Such adjustments may reflect any overpayment of Assessment Rebate arising from successful assessment appeals that occur subsequent to the commencement of payment of Assessment Rebates.”
29. In SCHEDULE B, paragraphs 4.10 and 4.11 replace the words “development rebate” with the words “Assessment Rebate”.
30. In SCHEDULE B, paragraph 4.12, replace the words “calculation of the development rebate in this Agreement, but may be the subject of a further Development Rebate application, subject to the continued availability of the Development Rebate and the eligibility requirements” with the words “calculation of the Assessment Rebate in this Agreement but may be the subject of a further Development Support Program application, subject to the continued availability of the Development Support Program and the eligibility requirements”.
31. In SCHEDULE B, paragraphs 5.1, 5.2 and 6.2 replace the words “development rebate” with the words “Assessment Rebate”
32. In SCHEDULE B, paragraphs 7.1 and 7.2 replace the words “Development Rebate” with the words “Development Support Program”.
33. In SCHEDULE B, paragraph 7.6, replace the words “during the Development Rebate the building which underwent” with the words “during the Development Support Program the building which underwent” and replace the words “to advance future development rebates or reduce the amount of future development rebates” with the words “to advance future Assessment Rebates or reduce the amount of future Assessment Rebates”.
34. In SCHEDULE B, paragraph 7.8, replace the words “Development Rebate” with the words “Development Support Program”.
35. In SCHEDULE B, paragraph 8.1 replace the words “development rebate” with the words “Assessment Rebate”
36. In SCHEDULE B, paragraph 8.2 replace the words “development rebates” with the words “Assessment Rebates”; in 8.2 a) replace the words “Development Rebate” with the words “Development Support Program”; in 8.2 b) replace the words “Development rebates” with the words “Assessment Rebates”.

37. In SCHEDULE B, delete paragraph 8.3 in its entirety and renumber the next paragraph accordingly.
38. In SCHEDULE B, paragraph 8.3 as renumbered, replace the words “development rebate” with the words “Assessment Rebate”.
39. In SCHEDULE B, paragraphs 9.2, 10.1 a) and 10.1 b) replace the words “development rebate” with the words “Assessment Rebate”.
40. In SCHEDULE B, paragraph 10.2 f) replace the words “Development Rebate” with the words “Development Support Program”.
41. In SCHEDULE B, paragraphs 10.3 and 10.4 replace the words “Development rebate” with the words “Assessment Rebate”.
42. In SCHEDULE B, paragraph 12.1 a) and 12.1 d) replace the words “development rebate” with the words “Assessment Rebate” and “development rebates” with “Assessment Rebates”
43. In SCHEDULE B, paragraph 12.1 c) replace the words “Development Rebate” with the words “Development Support Program”.
44. In SCHEDULE B, paragraph 12.5, replace the words “Schedule “B” Example of Development Rebate Calculation” to “Schedule “B” Example of Assessment Rebate Calculation”; replace the words “Schedule “C” CDI” with “Schedule “C” CDS Bylaw”; replace the words “Schedule “D” Development Rebate” with “Schedule “D” List of Development Plans and Drawings”; replace “Schedule “E” List of Development Plans” with “Schedule “E” Assessment Rebate Calculation”; and remove “Schedule “F” Development Rebate Calculation”.
45. In SCHEDULE B, paragraph 12.6 correct the typographical error by replacing “per4formance” with “performance”.
46. In SCHEDULE B, following paragraph 12.17, replace the authorized signature block with the following:

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives effective this _____ day of _____, 20_____.

TOWN OF AMHERST

PROPERTY OWNER

Name and Title

Name

Signature

Signature

Date

Date

47. In SCHEDULE B, replace the attached SCHEDULES A, B, C, D and E with the following:

SCHEDULE A

LEGAL DESCRIPTION OF OWNER'S LAND

SCHEDULE C

CDI BYLAW – TOWN OF AMHERST

SCHEDULE D

LIST OF DEVELOPMENT PLANS & DRAWINGS

TOWN OF AMHERST

BYLAW RESPECTING ~~COMMERCIAL DEVELOPMENT IMPROVEMENTS~~ COMMERCIAL DEVELOPMENT SUPPORT PROGRAM

IN THE TOWN OF AMHERST

WHEREAS it is desirable to permit the phasing-in, over a period of up to 10 years, of an increase to the taxable assessed value of commercial properties located in the Town of Amherst Commercial Development District and further to provide a partial rebate of taxes paid by the owner during the phasing-in period;

AND WHEREAS Chapter 13 of the Acts of 2016 amended the Municipal Government Act (Chapter 18 of the Acts of 1998) to create Sections 71C and 71D, which allows the Town with the approval of the Minister of Municipal Affairs to pass this Bylaw;

The Council of the Town of Amherst, under the authority of the Municipal Government Act, pursuant to Section 71C and subject to approval of the Minister in Section 71D, enacts the following Bylaw:

SHORT TITLE

1. This Bylaw shall be known as Bylaw No. P-9, and may be cited as the "Commercial Development ~~Improvement Support~~ Bylaw". (also known as the CDS Bylaw)

APPLICATION

2. This Bylaw shall apply to a property which meets the definition of an eligible property as defined in subsection 71C(1) of the *Municipal Government Act*, if that property is located within the Commercial Development District (CDD) as prescribed in the *Town of Amherst Municipal Planning Strategy* and as depicted in the Industrial, ~~Commercial, and CDD in the attached Appendix A. Comprehensive Development District, and all Commercial Zones on the Land Use Zoning Map, attached as Schedule A of this Bylaw.~~

~~DEVELOPMENT~~ DEVELOPMENT SUPPORT PROGRAM

3. The ~~Development Rebate~~ Development Support Program is established to provide assistance to owners of eligible property by providing the possibility of an annual partial rebate on taxes paid by the owner if the owner has undertaken development of their property in the CDD. The rebates are designed to stimulate building construction and the expansion of the economy of the Town.
4. The ~~Development Rebate~~ Development Support Program may provide a participating owner with a partial rebate on taxes paid on an eligible property by utilizing all or a portion of the "Rebate Eligible Assessment."
5. Prior to receiving a ~~development-rebate~~ Development Support, an owner of an eligible property must enter into Phased In Assessment Agreement with the Town.

DEVELOPMENT

6. An eligible property must undergo development before the owner of the property can participate in the ~~Development-Rebate~~Development Support Program.

DEFINITIONS

7. ~~Development means investment that results in an increase in the productive use of a property or a building on a property within the CDD, and includes, but is not limited to a new building construction enterprise, or the expansion of an existing building to realize more effective utilization of the property's potential.~~ any new building, expansion of an existing building, or any renovation that requires a Building Permit and has a minimum project cost of \$25,000.

8. **Rebate Eligible Assessment** means the amount calculated using the following formula:

Rebate Eligible Assessment = Actual Taxable Assessed Value – Base Year Taxable Assessed Value

- ~~9.~~ **Base Year Taxable Assessed Value** means the Taxable Assessed Value applicable for the taxation year in which a Phased In Assessment Agreement is signed for the eligible property upon which development is to be constructed.

- ~~10.~~ ~~9.~~ **The Base Year Taxable Assessed Value** means the Taxable Assessed Value shall be fixed in this manner for the purpose of determining the Rebate Eligible Assessment for the development of the eligible property subject to any adjustment arising from assessment appeals or changes to the Taxable Assessed Value made by the Property Valuation Service Corporation (PVSC) through requests for reconsideration, and shall remain unchanged for the duration of the term of the ~~Development-Rebate~~Assessment-RebateDevelopment Support Program for the eligible property.

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- ~~11.~~ ~~10.~~ **Actual Taxable Assessed Value** means the Taxable Assessed Value ~~applicable for the taxation year in which the Rebate Eligible Assessment is to be determined, subject to any adjustments to taxes arising from assessment appeals or charges to the Taxable Assessed Value made by PVSC through requests for reconsideration.~~ is established by the PVSC in the year following the completion of the Development. For further clarity, the Actual Taxable Assessed Value will not change for the purposes of the Assessment-RebateDevelopment Support over the course of the program.

PHASED IN ASSESSMENT AGREEMENT

- ~~12.~~ ~~11.~~ (1) As a condition of the ~~Development-Rebate~~Development Support Program, an owner of an eligible property must enter into an agreement with the Town (hereinafter referred to as the "Phased In Assessment Agreement"). The Phased In Assessment Agreement signed by the parties will be substantially the same as the form agreement attached as Appendix-Schedule B to this Bylaw and forming part of the Bylaw.

- (2) A Phase In Assessment Agreement ~~is intended to compliment and provide specifics for the subject property. The~~ establishes the eligibility criteria for the ~~Development Rebate~~ Development Support Program and the limits on the program ~~are as~~ established in this Bylaw. In the event of a conflict ~~between a Phased In Assessment Agreement and the Bylaw~~, the provisions of this Bylaw shall prevail.

REBATE CALCULATION

- ~~13.12.~~ An annual ~~development rebate~~ Assessment Rebate amount shall be calculated ~~each year~~ as the following percentage of the equivalent of the Rebate Eligible Assessment:

Year	Rebate (as % of tax increment <u>the rebate eligible assessment</u>)
1	90
2	80
3	70
4	60
5	50
6	50
7	40
8	30
9	20
10	10

REBATE LIMITS

- ~~14.13.~~ The total of ~~development rebate~~ Assessment Rebates provided ~~to an owner~~ over the term of participation in the program must not result in calculation of the total increase in taxes payable during the phase-in period being less than fifty percent of the total increase in taxes that would be payable during the same period in the absence of the application of the program formula.

ADJUSTMENTS

- ~~15.14.~~ In the event there are any subsequent changes to the total taxes payable in any year due to reductions resulting from assessment appeals, and where such tax changes occur after rebate amounts have been paid, future year rebate entitlements may be reduced accordingly. Any overpayment of rebate amounts arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Town.

DURATION

- ~~16.15.~~ ~~Development rebate~~ Assessment Rebates will only become payable to the owner after the eligible property is first reassessed by PVSC to fully reflect the development that the owner is receiving the rebate for.

17.16. All rebates will cease if during the program term the building is demolished except to expand an eligible use. Rebate amounts that would have been payable in the year in which the demolition occurs will be adjusted on a pro-rated bases to reflect the date of the demolition.

STAGED DEVELOPMENT

18.17. In the case of a staged development, where one portion of a property is developed in advance of others, each portion of the property will be treated as a separate property. The first rebate payment of the component of the ~~Development Rebate~~ Development Support Program will be based on the Rebate Eligible Assessment arising from the increased assessment on the first portion of the development. As other portions of the property are developed, and which result in further assessment increases, the property owner may apply to further participate in the ~~Development Rebate~~ Development Support Program based on the additional Rebate Eligible Assessment, subject to the continued available of the ~~Development Rebate~~ Development Support Program and the owner's ability to meet the eligibility requirements and rebate entitlements in place at that time.

CONDOMINIUMS

19.18. If a development of an eligible property is condominiumized, each condominium unit will be treated as a stand-alone development and must be able to meet all eligibility requirements of the ~~Development Rebate~~ Development Support Program, independent of other condominium units.

REPEAL

20.19. (1) In the event that this Bylaw, or any portion thereof, is repealed, any owner who has been accepted to participate in the ~~Development Rebate~~ Development Support Program prior to the date of repeal will benefit from the program, as applicable, in accordance with this Bylaw, despite its whole or partial repeal.

~~(2) In the event of a repeal in (1), for the owners who are accepted in the program as of the date of the repeal, this Bylaw will continue to be considered to be in force and effect only for the limited purpose of providing for the continuation of the Development Rebate Program for those owners until the ten year maximum term is completed or the owners participation in the program is discontinued.~~

OTHER CONDITIONS

21.20. An owner's application to the ~~Development Rebate~~ Development Support Program must be made prior to the issuance of the first a ~~b~~ Building ~~p~~ Permit for the ~~D~~ evelopment of the property.

22.21. All proposed development must conform to all Provincial laws, Town Bylaws, policies, and processes and all improvements must be made pursuant to an approved ~~b~~ Building ~~p~~ Permit and applicable zoning requirements and ~~D~~ evelopment approvals.

23.22. The applicant must be the owner of the eligible property or have the owner's written authorization to apply for the ~~Development Rebate~~ Assessment Rebate Program Development Support Program.

| 24.23. The owner of an eligible property must not be in arrears of property taxes or other fees and charges on the date that the Phased In Assessment Agreement is signed.

PAYMENT

| 25.24. Rebates may be provided once annually, in the last quarter of the year, provided that:

- a. There are no outstanding taxes, water rates, or other sums owed to the Town with respect to the property;

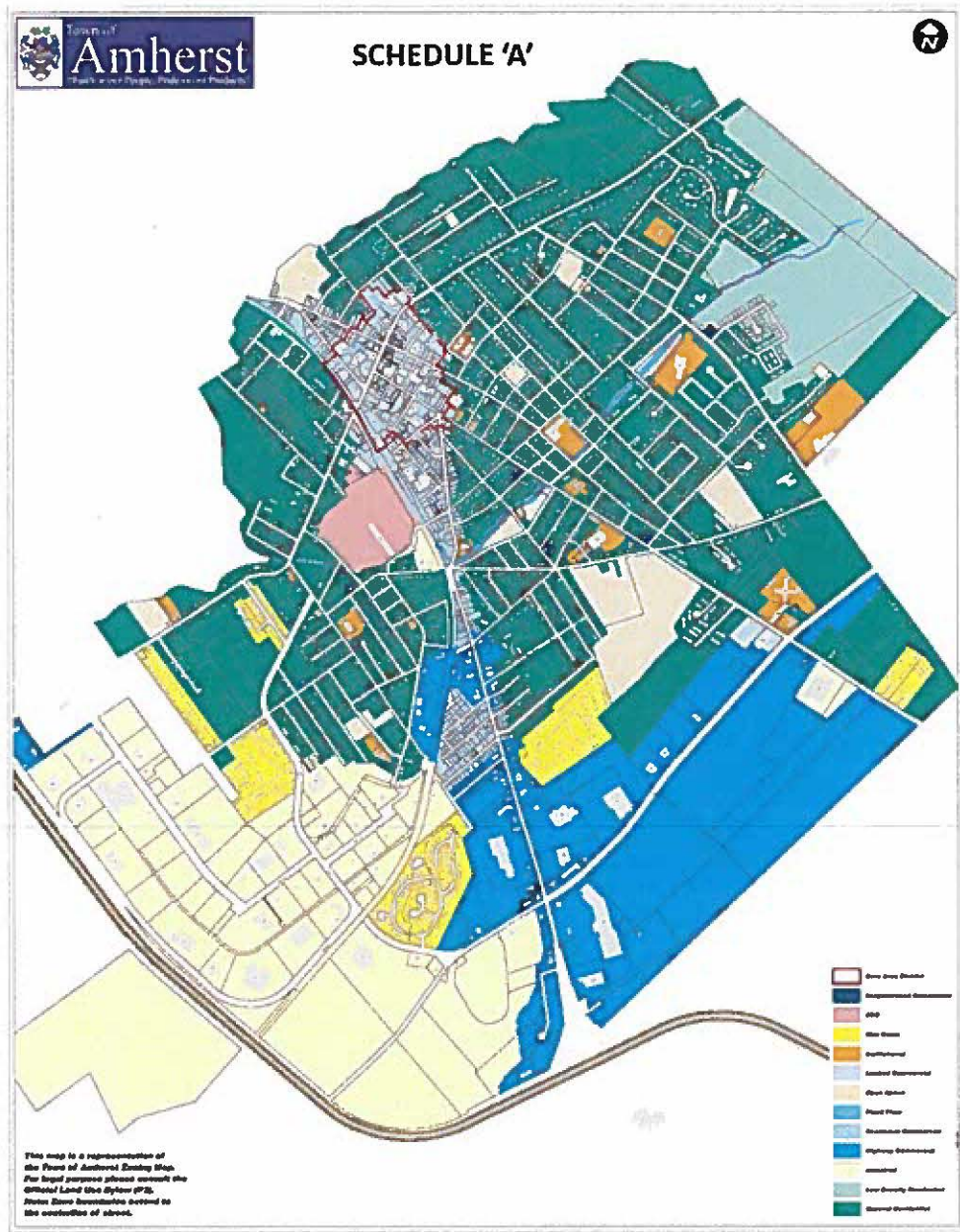
- b. There are no outstanding work orders or orders or requests to comply from any municipal or provincial entity; and

- c. All other eligibility criteria and conditions are met.

| 26.25. ~~Development rebate~~ Assessment Rebates will not be applied as tax credits against property tax accounts.

| 27.26. In case of an assessment appeal, the Town reserves the right to withhold any further ~~development rebate~~ Assessment Rebates pending final disposition of the appeal.

SCHEDULE "A"



SCHEDULE "B"

**Town of Amherst
Phased In Assessment Agreement**

THIS AGREEMENT made as of the ____ day of _____, 20 ____

BETWEEN:

(the "Applicant")

- and -

TOWN OF AMHERST
(the "Town")

WHEREAS the Town adopted Bylaw No. P-9 cited as the "Commercial Development ~~Improvement-Support~~ Bylaw" (~~CDICDS~~ Bylaw), a partial rebate program consisting of annual rebates to participating owners who undertake development on eligible property in the ~~Central Business-District~~Commercial Development District;

AND WHEREAS the Applicant is the registered owner or the person having the owner's authorization, of an eligible property which is located within the Commercial Development District and has applied to the Town for participation in the ~~Development-Rebate~~Development Support Program for the Property described below in section 1 and in Schedule "A" of this Agreement (the "Property");

AND WHEREAS the Town requires that a Phased In Assessment Agreement be entered into between the Applicant and the Town;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, covenants and agreements hereinafter contained on the part of the Applicant to be observed, fulfilled and performed as hereinafter required and the approval of the Applicant's application for participation in the ~~Development-Rebate~~Development Support Program by the Town, subject to and in accordance with, the terms and conditions of this Agreement, the parties covenant and agree as follows:

1. PROPERTY INFORMATION:

Applicant:

Name of registered Property Owner:

Address of Property:

Property Identification Number(s):

Mailing Address of Owner:

Name of Agreement Recipient:

Mailing Address of Recipient:
The Legal Description of the Property as set out in Schedule "A" of this Agreement.

2. DEFINITIONS:

Save and except as may be otherwise defined in this Agreement, the definitions of terms used in this Agreement shall be the same as the definitions for those terms as set out in the ~~GD/CDS~~ Bylaw, No. P-9, and Section 71C of the Municipal Government Act, C18 of the Acts of 1998.

Please note: the terms Actual Taxable Assessed Value, Base Year Taxable Assessed Value, Development, Rebate Eligible Assessment are defined in the ~~GD/CDS~~ Bylaw.

The following terms shall have the meaning set out below:

- 2.1 **Agreement** means this Phased-In Assessment Agreement which is entered into between the parties pursuant to sections 71C and 71D of the *Municipal Government Act*, and the ~~GD/CDS~~ Bylaw No. P-9 enacted by the Council of the Town of Amherst and as amended from time to time.
- 2.2 **Applicant** means the owner of the property or a person having the owner's authorization to apply for the ~~Development-Rebate~~Development Support Program.
- 2.3 **CAO** means the Chief Administrative Officer of the Town. The CAO is the approving authority for purposes of this Agreement where authority is not required to come from Council.
- 2.4 **Treasurer** means the Director of Finance of the Town.
- 2.5 ~~Development Rebate~~Development Support Program means program established by ~~GD/CDS~~ Bylaw for a maximum period of 10 years.
- 2.6 ~~Development-Rebate~~Assessment Rebate means annual rebate amount calculated each year as set out in section ~~13-12~~ of the ~~GD/CDS~~ Bylaw.
- 2.7 **Eligible Costs** means:
 - Construction/retrofit/expansion costs as shown by the main Building Permit for the development;
 - The cost of associated studies and surveys;
 - The cost of development of plans and specifications; and
 - The cost of implementation and administration of the project including staff and professional service costs for architectural, engineering, legal, financial and planning services.

Eligible costs do not include any costs or portion thereof covered by any form of financial assistance from a Provincial or Federal government or a board or agency of such government.

- 2.8 **Eligible Use** means permitted commercial or industrial uses as set out in the Town of Amherst Municipal Planning Strategy and Land Use Bylaw.
- 2.9 **Owner** means the registered owner(s) of the Property at the date this Agreement is signed.
- 2.10 **Property** means the Property described in section 1 and Schedule "A" of this Agreement.
- 2.11 **Recipient** means the Applicant, authorized to receive a ~~development rebate~~Assessment Rebate.
- 2.12 **Town Solicitor** means the lawyer appointed by the Town for the purpose of registering this Agreement in the Registry of Deeds or under the Land Registration System, whichever is applicable.

3. PARTICIPATION IN ~~DEVELOPMENT-REBATE~~ASSESSMENT REBATES PROGRAM

- 3.1 The Applicant's participation in the ~~Development-Rebate~~Development Support Program is conditional on the Applicant ensuring that at all times the following conditions are met:
 - (a) The objectives and participation requirements of this Agreement and the ~~CD/CDS~~ Bylaw, attached as Schedule "C" to this Agreement, are met from year to year;
 - (b) All applicable Provincial and Town requirements, policies and procedures are met;
 - (c) The Applicant is in compliance with all of the terms and conditions of this Agreement and is in conformance with all Building Permits and other regulatory approvals pertaining to the Property; and
 - (d) The property has undergone development.

4. ~~DEVELOPMENT-REBATE~~ASSESSMENT REBATE FUNDING CALCULATION

- 4.1 An ~~development-rebate~~Assessment Rebate is calculated by the ~~TREASURER~~Treasurer as a percentage of the Rebate Eligible Assessment as shown in Schedule "F" ~~to of~~ this Agreement.
- 4.2 Prior to the commencement of the ~~Development-Rebate~~Development Support Program, the ~~TREASURER~~Treasurer shall determine the Base Year Taxable Assessed Value used to calculate the aAnnual Rebate Eligible Tax Assessment and the corresponding annual ~~development-rebate~~Assessment Rebate payable ~~for~~

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development to the Applicant. Following this determination, Schedule "F" will be amended annually to show the Actual Taxable Assessed Value, the Rebate Eligible Taxes, and the annual development-rebateAssessment Rebate amount payable as determined by the TREASURER treasurer.

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4.3 The Applicant shall have an opportunity to review the TREASURER's calculation of the Base Year Taxable Assessed Value prior to the finalization of Schedule "F"; however, the TREASURER's determination as to the calculation of the Base Year Taxable Assessed Value, and the amount of the development-rebateAssessment Rebate, shall be final.

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4.3

4.4 In calculating the annual Development-RebateAssessment Rebate payable for the development, the Rebate Eligible Assessment shall be calculated annually from the first year that the subject Development-RebateAssessment Rebate is payable, or the first year that the Owner elects to make the Annual Taxable Assessed Value election in accordance with this Agreement and CDICDS Bylaw.

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4.5 The Development-RebateAssessment Rebate will be reduced by the TREASURER Treasurer for the year in which a development-rebateAssessment Rebate is paid, to reflect the amount of any rebate(s) of municipal taxes paid to the Owner, including but not limited to, rebates to reflect charitable status tax rebates related to the development. Any such reductions shall be in an amount reflecting the product of the municipal portion of taxes rebated and the development-rebateAssessment Rebate percentage level applicable to that year.

4.6 The total of development-rebateAssessment Rebates paid over a ten year maximum term of the program must not ~~result in the calculation of the total increase in taxes payable during the phase-in period being less than exceed~~ fifty percent (50%) of the total increase in taxes that would be payable during the same period in the absence of the application of the formula.

REBATE ELIGIBLE ASSESSMENT

4.7 Subject to sections 4.9 and 4.10 of this Agreement, the Base Year Taxable Assessed Value shall remain fixed for the duration of the Development Rebate Development Support Program.

4.8 The Rebate Eligible Assessment will be amended by the TREASURER treasurer, as necessary, to reflect changes to the total Municipal Property Taxes payable in any year, as a result of successful assessment appeals, requests for reconsideration, equity changes, gross errors or other changes to Actual Taxable Assessed Value that have the effect of changing the amount used to calculate the Actual Taxable Assessed Value.

4.9 Where the Rebate Eligible Assessment is amended in accordance with section 4.8, future development-rebateAssessment Rebates shall be adjusted accordingly for the duration of the Development-Rebate Development Support Program period. Such adjustments may reflect any overpayment of development-rebateAssessment Rebate arising from successful assessment appeals that occur subsequent to the commencement of payment of development-rebateAssessment Rebates.

- 4.10 If at any time the Owner appeals any assessment relating to the development that, in the opinion of the CAO, may impact the calculation of the Rebate Eligible Assessment, the Town shall withhold any or all of the ~~Development Rebate~~Assessment Rebate that would otherwise be paid for the development, based on a reasonable estimate of the reduction in assessment being sought, pending final disposition of the appeal. If as a result of the decision of the appeal body, the Actual Taxable Assessed Value is reduced below the amount determined in calculating the Rebate Eligible Assessment, then the reduced Rebate Eligible Assessment shall be the basis for determining the ~~development-rebate~~Assessment Rebate payable under this Agreement.
- 4.11 Where section 4.9 and 4.10 apply, any overpayment of a ~~development rebate~~Assessment Rebate arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Town which the Owner shall pay forthwith together with the same interest charged for overdue accounts by the Town.
- 4.12 If at any point after the development is complete, additional work is proposed on the Property that is not part of the original Program application, but may serve to further increase the current year tax assessed value, such additional work shall not be included in the calculation of the ~~development-rebate~~Assessment Rebate in this Agreement, but may be the subject of a further ~~Development Rebate~~Development Support Program application, subject to the continued availability of the ~~Development Rebate~~Development Support Program and the eligibility requirements and rebate entitlements in effect at that time.

5. FUNDING PAYMENT

- 5.1 Subject to Section 6 of this Agreement, ~~development-rebate~~Assessment Rebate payments to a maximum of ten (10) annual payments will commence being paid the first taxation year in which the Rebate Eligible Assessment is capable of being determined.
- 5.2 ~~Development-rebate~~Assessment Rebates cannot be applied as tax credits against the Property Tax Account.

6. CONDITIONS OF PAYMENT

- 6.1 The CAO shall determine whether the Applicant has satisfied the participation requirements of this Agreement and the Schedules attached hereto.
- 6.2 A ~~development-rebate~~Assessment Rebate will only become payable after the property is first reassessed by the PVSC to fully reflect the development for which the Applicant might receive a rebate.
- 6.3 A rebate can only be paid once annually, in the last quarter of the year, provided that:
- There are no outstanding taxes, water rates or other sums owed to the Town with respect to the property;
 - There are no outstanding work orders and/or orders or requests to comply from any municipal or provincial entity; and

(c) All other required criteria and conditions are met.

7. OWNERS OBLIGATIONS

Compliance with Rebate Application

- 7.1 The Applicant shall undertake the development in accordance with the **Development Rebate** Development Support Program.

Compliance with Town Directives

- 7.2 The Applicant shall strictly comply with and observe all material requirements, stipulations, guidelines and directives related to the **Development Rebate** Development Support Program as required by the Town, and shall undertake all necessary courses of action to ensure compliance.
- 7.3 The Applicant agrees that the development shall be completed in compliance with all required Building Permits, and constructed in accordance with the Nova Scotia Building Code Act and all applicable Land Use Bylaw requirements, Municipal requirements and other approvals required at law.

Demolition/Conversion

- 7.4 The Applicant covenants to the Town that the development will not be demolished, in whole or in part or converted to an ineligible use, in whole or in part, prior to the advance of all of the payments over the term of this Agreement unless such demolition is required to enable property enhancement approved by the Town under the terms of this Agreement.
- 7.5 The Applicant shall ensure that the Property is maintained in its redeveloped condition in accordance with this Agreement.
- 7.6 The Applicant further covenants that if at any time during the **Development Rebate** Development Support Program the building which underwent development is demolished, in whole or in part, or converted to an ineligible use, in whole or in part, the CAO in his or her sole discretion will cease to advance future **development rebate** Assessment Rebates or reduce the amount of future **development rebate** Assessment Rebates on a pro-rated basis to reflect the date of the demolition or conversion.

Payment of Costs

- 7.7 The Applicant acknowledges that without limiting the generality of the other provisions of this Agreement:
- a) The onus and responsibility is upon the Applicant at all times to assume all costs of development and to apply for and obtain, at the Applicant's expense, all approvals and permits required from the Town and all other agencies including but not limited to all Municipal Planning Strategy Amendments, Land Use Bylaw Amendments, minor variances, site plan approval and building permits in accordance with all applicable legislation; and

- b) The Owner remains responsible at all times for the payment in full of all amounts in respect of property taxes, water and any other charges that may be levied by the Town relating to the Property as and when they fall due.

Development Permits

- 7.8 Applications for ~~Development-Rebate~~ Development Support Program must be made prior to the issuance of the first Building Permit for the development.

8. ASSIGNMENT

- 8.1 The Applicant covenants to the Town that if the Owner intends to sell, transfer or assign the Property or if for any reason the Property ceases to be registered in the Owner's name prior to the advance of all of the ~~development-rebate~~ Assessment Rebate payments, the Applicant will immediately notify the CAO in writing of such change or proposed change of ownership.
- 8.2 The payment of ~~development-rebate~~ Assessment Rebates shall cease upon the sale, transfer or assignment of the Property, unless, prior to the completion of such sale, transfer or assignment, the Owner and the new owner enter into an agreement with the Town, in a form and content satisfactory to the CAO and the Town Solicitor, in which it is agreed that either:
- a) the new owner shall have the right to participate in the Development Rebate Development Support Program; or
 - b) the Applicant shall continue to receive the ~~Development-rebate~~ Assessment Rebates
- Provided that:**
- c) the new owner shall assume the Applicant's obligations under this Agreement from and after the date of completion of such sale, transfer or assignment;
- and**
- d) the new owner shall require that any subsequent owner(s) of the Property shall assume the Applicant's obligations under this Agreement.

~~8.3 Where the applicant wishes to assign the right to receive the development rebates to a recipient who is not a new owner, the CAO, in the CAO's sole discretion, may agree to the assignment provided that the Recipient with the written consent of the owner enter into an agreement with the Town, in a form and content satisfactory to the CAO and the Town Solicitor, acting reasonably, in which it is agreed, that such assignment shall not relieve the Applicant of any of the Applicant's obligations and responsibilities under this Agreement, nor shall it affect in any way the Town's rights under this Agreement.~~

- 8-48.3 It is the responsibility of the Applicant or Owner to provide in writing to the CAO change in Recipient. It is at the discretion of the CAO to determine if an adjustment

to the ~~development rebate~~Assessment Rebate identification of a new Recipient by the Applicant.

9. TOWN RIGHTS

No Representation

- 9.1 Nothing in this Agreement shall be construed to be a representation by the Town regarding compliance of the Property with any applicable legislation, regulations, policies, standards, permits, approvals or Bylaws.

No Claim for Compensation or Reimbursement

- 9.2 In the event that any of the conditions of this Agreement are not fulfilled and a ~~development rebate~~Assessment Rebate is not advanced, or required to be repaid, or the ~~development rebate~~Assessment Rebate payments cease, or are delayed, the Applicant or Owner agrees that notwithstanding any costs or expenses incurred by the Applicant or Owner, the Applicant or Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the Town and that the Town is not liable to the Applicant or Owner for losses, damages, interest, or claims which the Applicant or Owner may bear as a result of the lapse of time (if any) where the Town is exercising its rights herein to either delay a payment pending the Applicant or Owner's compliance with this Agreement or to terminate this Agreement.

10. DEFAULT AND REMEDIES

- 10.1 Subject to section 10.3, on the occurrence of a Default under this Agreement, the Town shall be entitled to all available remedies to terminate or enforce this Agreement, including but not limited to:
- a) immediate termination and cessation or delay of the release of a ~~development rebate~~Assessment Rebate otherwise payable to the Applicant; and
 - b) requiring the Applicant or Owner to immediately repay to the Town all or a portion of any ~~development rebate~~Assessment Rebates paid to the Applicant or Owner together with interest at the established Town rates.
- 10.2 A default under this Agreement ("Default") shall be deemed to occur upon the failure of the Applicant or Owner to perform any of the obligations of the Applicant or Owner contained in this Agreement or to comply with all of the terms and conditions contained in this Agreement, included but not limited to the following:
- a) failure by the Applicant or Owner to satisfy the minimum requirements as set out in this Agreement and the ~~CDICDS~~ Bylaw;
 - b) failure by the Applicant or Owner in any material respect, to perform any of the obligations contained in this Agreement;

- c) failure by the Applicant or Owner to pay and keep in good standing all real property taxes with respect to the Property and all other charges against the Property in favour of the Town, including but not limited to development charges, special assessments, local improvement charges, sewer and water and utility rates.
 - d) the making of an assignment by the Applicant or owner for the benefit of creditors, or if the Applicant or Owner assigns in bankruptcy or takes advantage of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors; receipt of a receiving order against the Applicant or Owner, or if the Applicant or Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged mortgage or other obligation, or if the Property or the interest of the Applicant or Owner in the Property is taken or sold by any creditors or under any writ of execution or other like process.
 - e) failure by the Applicant or Owner to remain in contact with the Town such that the Town is unable to contact the Applicant or Owner for a period of time exceeding one (1) year.
 - f) Any representation or warranty made by the Applicant or Owner in this Agreement or the ~~Development Rebate~~ Development Support Program is incorrect in any material respect.
 - g) Willful defaults by the Applicant or Owner in the payment of moneys to any contractor, supplier or creditor, who has undertaken the works that are the subject of this Agreement.
- 10.3 If a Default occurs, the Town shall give written notice to the Applicant or Owner specifying the nature of the Default. The Applicant or Owner shall then have sixty (60) days, or such additional time as may be agreed to by the Town, acting reasonably, from the receipt of such notice of Default to rectify the Default, during which time all ~~Development-rebate~~ Assessment Rebate payments pay, in the CAO's sole discretion, be suspended, provided that if the Default is such that it cannot with due diligence be wholly rectified within sixty (60) days, or such additional period of time as may be agreed to by the CAO, and the Applicant or Owner has commenced and continues diligently working to correct the Default, the Applicant or Owner shall not be deemed to be in Default of this Agreement so long as it proceeds with due diligence to rectify the Default. If the Applicant or Owner fails to rectify the Default within the sixty (60) day time period or such additional time as may be agreed to by the CAO, and provided that the Applicant or Owner has not commenced and continued diligently working to correct the subject Default, the CAO shall have the option, in the CAO's sole discretion, to exercise the remedies under Subsection 10.1.
- 10.4 Wherever in this Agreement the Town requires repayment of all or part of any ~~Development-rebate~~ Assessment Rebate and the Applicant or Owner fails to repay as required the unpaid amounts shall be deemed to be a debt owing to the Town, and may be added to the tax roll for the property, together with interest at the Town rate.

11. INDEMNIFY

11.1 The Applicant or Owner shall indemnify, save, defend and keep harmless from time to time and at all times, the Town and its elected officials, officers, employees and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly:

- a) in respect of any failure by the Applicant or Owner to fulfill its obligations under this Agreement; and
- b) in respect of any loss, damage or injury (including death resulting from injury) to any person or property, however caused, directly or indirectly resulting or sustained by reason of an act or omission of the Applicant or Owner or any person for whom the Applicant or Owner is in law responsible in connection with any of the purposes set out in this Agreement or the failure by the Applicant or Owner to fulfill its obligations under this Agreement;

This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

12. ADDITIONAL PROVISIONS

Term

12.1 This Agreement shall remain in effect from the date of its execution by the Town to the earlier of:

- a) the Applicant informing the Town in writing prior to the first ~~development rebate~~ Assessment Rebate payment that it has decided not to accept any ~~development-rebate~~ Assessment Rebates;
- b) subject to the provisions of section 10 of this Agreement, the Town informing the Applicant or Owner in writing that due to the non-fulfillment of a required condition or due to Default, this Agreement is at an end;
- c) the expiry of the ~~Development-Rebate~~ Development Support Program period after 10 years; and
- d) the Applicant informing the Town in writing at any point after receiving the first ~~development-rebate~~ Assessment Rebate payment that it no longer wishes to receive ~~development-rebate~~ Assessment Rebates.

Time of the Essence

12.2 Time shall be of the essence with respect to all covenants, agreements and matters contained in this Agreement.

Extension of Time

- 12.3 Where a time limit or deadline is provided for under this Agreement, the CAO, acting reasonably, may extend such time limit or deadline without an amendment to this Agreement.

Registration

- 12.4 Upon executing of this Agreement the Town at the Owner's expense, shall register or cause this Agreement to be registered on title to the Property immediately following execution by the Town.

Schedules

- 12.5 The following Schedules are attached to and form part of this Agreement:
- Schedule "A" Legal Description of the Property
 - Schedule "B" Example of ~~Development Rebate~~ Assessment Rebate Calculation
 - Schedule "C" CDICDS Bylaw
 - Schedule "D" Development Rebate List of Development Plans & Drawings
 - Schedule "E" List of Development Plans Assessment Rebate Calculation
 - ~~Schedule "F" Development Rebate Calculation~~

Survival of Covenants

- 12.6 Any terms or conditions of this Agreement that require performance by the Town or the Applicant or Owner after the expiration or other termination of this Agreement remain enforceable notwithstanding such expiration or other termination of this Agreement for any reason whatsoever.

Notice

- 12.7 Any notice required to be given by either party to the other shall be given in writing and delivered in person or by facsimile transmission to:
- a) **In the case of the Town to:**

Town of Amherst, Attention: CAO
PO Box 516
Amherst, Nova Scotia
B4H 4A1
 - b) **in the case of the Applicant to:**
 - c) **in the case of the Owner to:**

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

Entire Agreement

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

Municipal Government Act

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

Governing Law

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

Waiver and Consent

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

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

Headings

12.12 The division of this Agreement into articles, sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. These articles, sections, subsections and schedule headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and should not be considered part of this Agreement.

Extended Meanings

12.13 Words expressed in the singular include the plural and vice-versa and words in one gender include all genders.

Severability

12.14 If any provision of this Agreement is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Agreement.

Further Assurances

12.15 The parties agree that they shall each execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required or as the other party may reasonably request in order to give full effect to this Agreement.

Force Majeure

12.16 If either party is prevented or delayed from performing any of the obligations on its part to be performed hereunder by reason of an Act of God, strike, labour dispute, lockout, threat of imminent strike, fire, flood, interruption or delay in transportation, war, acts of terrorism, insurrection or mob violence, requirement or regulation of government, or statute, unavoidable casualties, shortage of labour, equipment or material, plant breakdown or failure of operation, equipment or any disabling cause (other than lack of funds) without regard to the foregoing enumeration, beyond the control of the parties which cannot be overcome by the means normally employed in performance, then and in every such event, any such prevention or delay shall not be deemed a breach of this Agreement but performance of any of the said obligations or requirements shall be suspended during such period of disability and the period of all such delays resulting from any such causes shall be excluded in computing the time within which anything required or permitted by either party to be done is to be done hereunder, it being understood and agreed that the time within which anything is done, or made pursuant thereto shall be extended by the total period of all such delays.

Successors and Assigns

12.17 The terms and provisions of this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives effective this _____ day of _____, 20_____.

TOWN OF AMHERST _____ PROPERTY OWNER

Name and Title _____ Name

Signature _____ Signature

Date _____ Date

IN-WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives effective this _____ day of _____, 20_____.

TOWN OF AMHERST _____ Formatted: Right

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Gregory D. Herrett, CPA, CA
CAO

Name:
Title:

SCHEDULE A

LEGAL DESCRIPTION OF OWNER'S LAND

SCHEDULE B**EXAMPLE OF DEVELOPMENT REBATE ASSESSMENT REBATE CALCULATION****A. Pre-Development Base Year Taxable Assessed Value:**

(1)

Base Year	Base Year Taxable Assessed Value
2007	\$150,000

B. Post-Development Actual Taxable Assessment Value:

(2) (3)

Years	Rebate Year	Actual Taxable Assessed Value	Current Commercial Municipal Tax
1	2008	\$350,000 \$350,000	3.78
2	2009	350,000 350,000	3.98
3	2010	350,000 350,000	4.21
4	2011	350,000 350,000	4.52
5	2012	350,000 350,000	4.52
6	2013	350,000 350,000	4.52
7	2014	350,000 350,000	4.51
8	2015	350,000 350,000	4.45
9	2016	350,000 350,000	4.39
10	2017	350,000 350,000	4.31

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*The PVSC assessment in the year following the completion of the development. This amount will NOT change for purposes of the rebate calculation.

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C. Development Assessment Rebates:

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Years	Rebate %	Rebate Eligible Assessment	Rebate Eligible Taxes	Rebate Amount \$	Cumulative % Payable
1	90	\$200,000	\$7,560	\$6,804	90.0%
2	80	200,000	7,960	6,368	84.9%
3	70	200,000	8,420	5,894	79.6%
4	60	200,000	9,040	5,424	74.3%
5	50	200,000	9,040	4,520	69.0%
6	50	200,000	9,040	4,520	65.7%
7	40	200,000	9,020	3,608	61.8%
8	30	200,000	8,900	2,670	57.7%
9	20	200,000	8,780	1,756	53.5%
10	10	200,000	8,620	862	49.1%
Totals (9) & (10):			\$86,380	\$42,426	
Re-calculate:			50%		
Total Allowable Rebate:			\$43,190	\$42,426	

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- If the program ends at any point before the cumulative payout falls below 50%, the rebate needs to be adjusted down accordingly.
- The cumulative payable must be below 50% by the end of the phase-in period.

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SCHEDULE C

CDICDSS BYLAW – TOWN OF AMHERST

SCHEDULE ED
LIST OF DEVELOPMENT PLANS & DRAWINGS

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SCHEDULE FE

DEVELOPMENT REBATE ASSESSMENT REBATE CALCULATION

Address:

Property Identification No:

D. Pre-Development Base Year Taxable Assessed Value:

(1)	
Base Year	Base Year Taxable Assessed Value
	\$

E. Post-Development Actual Taxable Assessment Value:

Years	Rebate Year	(2)		(3)	
		Actual Taxable Assessed Value*		Current Commercial Municipal General Tax Rate (excluding any area rates)	
1		\$			
2		\$			
3		\$			
4		\$			
5		\$			
6		\$			
7		\$			
8		\$			
9		\$			
10		\$			

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*The PVSC assessment in the year following the completion of the development. This amount will not change for purposes of the rebate calculation.

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F. Development Assessment Rebates:

Years	(4)	(5)=(2-1)	(6) = (5 x 3)	(7) = (6 x 4)	(8)
Years	Rebate %	Rebate Eligible Assessment	Rebate Eligible Taxes	Rebate Amount \$	Cumulative % Payable
1	90	\$	\$	\$	90%
2	80	\$	\$	\$	86%
3	70	\$	\$	\$	80%
4	60	\$	\$	\$	75%
5	50	\$	\$	\$	70%*
6	50	\$	\$	\$	67%
7	40	\$	\$	\$	63%
8	30	\$	\$	\$	60%
9	20	\$	\$	\$	54%*
10	10	\$	\$	\$	50%*
Totals (9) & (10):			\$	\$	
Re-calculate:			50%	\$	
Total Allowable Rebate:			\$	\$	

- If the program ends at any point before the cumulative payout falls below 50%, the rebate needs to be adjusted down accordingly.
- The cumulative payable must be below 50% by the end of the phase-in period.

* ~~Reset calculated in Year Five (5) and Year Nine (9) to identify any over/underpayment of Rebate. Total Allowable Development Rebates over the program period cannot exceed 50%.~~

MEMORANDUM

To: Mayor Kogon and Members of Council
From: Bill Schurman, Director of Recreation
Date: June 19, 2017
Subject: Dog Waste Receptacles

Recreation staff were directed by council to prepare a report on appropriate locations for dog waste receptacles with associated costs.

While less than 100 dogs are currently licensed in Amherst, it is estimated that there are well over 2,000 dogs within the community generating tons of pet waste per week. The Town's Companion By-Law states that "no person shall own, possess or harbor an unlicensed dog within the boundaries of the town." The by-law further states that "every owner of a dog shall immediately remove any feces left by the dog in the town, including on any roadway, sidewalk or parking lot; in a public park; on any public property other than the property of the dog owner." Collecting more license fees could assist with some of the costs of providing dog waste receptacles.

Pet waste contains harmful organisms like E.coli, Giardia, and roundworms which can be transmitted to people and pets if not cleaned up. Pets and children who play outside are at the greatest risk.

Fortunately the solution to this issue is quite simple. Educate and enforce the by-law, strongly encouraging pet owners to scoop their pets waste, put in a bag and put in trash. While the responsibility clearly rests with individual pet owners, providing access to waste bags, signage and more receptacles can help and encourage more scooping after pets.

In the past the limited waste receptacles available to the public were nailed to trees. Since the arrival of the Town Horticulturist, what pet waste containers that are available have been removed from tress and relocated to posts or other structures in the approximate area.

The industry suggested the best dog waste stations and dispensers are made of aluminum. Aluminum stations last longer and are known to withstand daily use.

Currently available:



For high traffic areas where there are already waste containers available to the public
Suggested approach



Estimated Cost per unit \$150.

Possible locations noted on map highlighted with a black circle

There may be opportunity for corporate partnerships

For areas frequented by the public where there currently is a rest bench or a trail or a major walking route (complete dog waste station)

Suggested approach



Estimated Cost per unit \$450

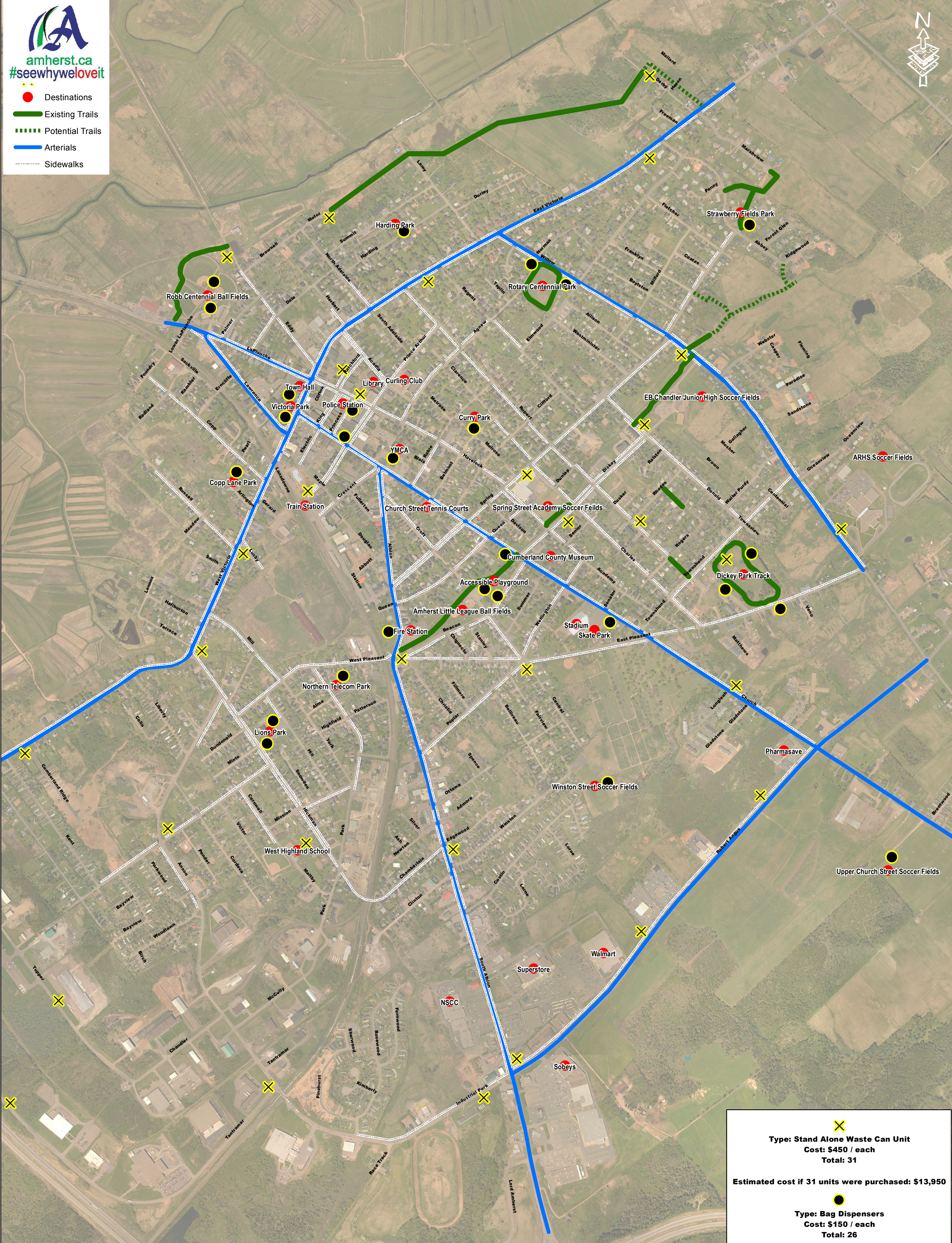
Possible Locations noted on map highlighted with a yellow X



There may be possibility for corporate partnerships

It is recommended that a town wide locator map be available for public suggestions on locations be included in the open meeting process regarding an off leash dog park.

amherst.ca
#seewhyweloveit

- Destinations
- Existing Trails
- - - Potential Trails
- Arterials
- - - Sidewalks



 Type: Stand Alone Waste Can Unit Cost: \$450 / each Total: 31
Estimated cost if 31 units were purchased: \$13,950
 Type: Bag Dispensers Cost: \$150 / each Total: 26
Estimated cost if 26 units were purchased: \$3,900

TOWN OF AMHERST

COMPANION ANIMAL BYLAW

1. This By-law shall be known and may be cited as the “Companion Animal Bylaw” of the Town of Amherst.

INTERPRETATION

2. In this By-law unless the context otherwise requires:

“**Animal Control Officer**” or “**ACO**” means the person designated by the Chief of Police to be the by-law enforcement officer for this by-law. An officer of the Amherst Police Department may destroy a dangerous dog where the circumstances call for that action in the normal course of carrying out the Officer’s duties.

“**At Large**” means being elsewhere than on the lands or premises owned or occupied by the dog owner and not on a leash.

“**Attack**” means an assault resulting in bleeding, bone breakage, sprains, or serious bruising.

“**Bite**” means a wound to the skin causing it to puncture or break.

“**Cat**” means a male or female animal of the species feline

“**Companion Animal**” means a domestic cat or dog

“**Council**” means the Municipal Council of the Town of Amherst

“**Dangerous Dog**” means a dog which:

- a) Attacks or demonstrates a propensity, tendency or disposition to attack a human being or animal either on public or private property
- b) Has caused injury to or otherwise endangered the safety of a human being or animal
- c) Is owned or harbored primarily or in part for the purpose of dog fighting or is trained for dog fighting
- d) Is a dog for which a muzzle order has been made

“**Dog**” means a male or female animal of the species canine over the age of sixteen (16) weeks.

“**Dog License**” means a license for a dog for the current licensing year that has been paid for and that has been issued by the Town or an assignee of the Town.

“Dog Owner” means any person:

- a) whose name appears on a dog license
- b) who is in possession of a dog
- c) who has the care, custody or control of a dog; or
- d) who possesses, harbors or allows a dog to remain about a house, land or premises owned or occupied by that person.

“Impounded” means seized and delivered into the pound or in the custody of the poundkeeper.

“Kennel” means a licensed enterprise dealing with the breeding, buying, selling or boarding of dogs.

“Licensed Dog” means a dog that is wearing, either on its collar or harness, a metal tag on which is stamped figures corresponding to a dog license for that specific dog.

“Licensing Year” shall mean a period from April 1st in any year to March 31st in the following year.

“Muzzle” shall mean a humane covering device of sufficient strength placed over a dog’s mouth to prevent it from biting.

“Pound” means premises used by the poundkeeper to harbor and maintain dogs pursuant to this bylaw or any vehicle used by the poundkeeper.

“Poundkeeper” means the person or organization appointed by resolution of Council to operate and maintain the facilities for the impounding of dogs.

“Premises” means a building or part of a building, structure or a place.

“Premises of the owner” includes premises where a dog is habitually harboured or fed

“Register” means annual no-cost voluntary registration of domestic cats with the Town by cat owners

“Service Animal” means an animal trained by a recognized school for service as a guide dog for the blind or visually impaired, a guide dog for the deaf or hearing impaired, or a special skills dog for other challenged persons and includes an animal used in therapy, registered with a recognized organization for that purpose.

IMPOUNDMENT

3. The Council may hereby authorize:

- a) the establishment, maintenance and operation of facilities for the impounding of dogs at such place or places and upon such premises, as the Council may determine, by resolution.
- b) The appointment, by resolution, of a poundkeeper to maintain and operate the pound or pounds established under this by-law.
- c) The making of an agreement with such persons, firms, societies or corporations as may be fit for the purpose of maintaining and operating a pound, for regulating the conduct of the pound, and providing for the collection, distribution and payment of revenue and expenditures derived from the operation of the Pound.

CONTROL, LICENSING, REGISTERING AND IMPOUNDING

Control of Dogs

- 4. Except as otherwise permitted by this By-law:
 - a) A dog owner shall not permit, suffer or allow a dog to be at large.
- 4.1 Every owner of a dog shall ensure that the dog is kept on a leash and under the control of some person when the dog is on any land in the Town unless:
 - a) the land is the premises of the owner of the dog;
 - b) the land is owned by a person who has given prior consent to the dog being off the leash.
- 4.2 The owner of a dog which is known to be aggressive must not permit the dog to be in a place other than the owner's property
 - a) Unless the dog is on a leash no longer than one meter and in the control of a person who is responsible and capable of controlling the dog.
 - b) unless the dog is wearing a proper muzzle
- 4.3 Police Officers with the Amherst Police Department and any By-Law enforcement officers appointed by the Chief of Police ~~shall~~, along with the ACO, are authorized to enforce ~~section 4 and 4.1~~ [this by-law](#)

Dangerous Dogs

- 5. The ACO has the power and authority hereunder, upon reasonable grounds, to make the determination that any dog is a dangerous dog.

Where the ACO has reason to believe that a dog has attacked a person or another animal, or has the propensity to do so, the ACO may:

- a) Classify the dog as a dangerous dog;
 - b) Issue the owner a notice to muzzle the dog
 - c) Order the owner to keep the dog securely restrained either indoors or inside an escape-proof enclosure that does not allow the dog to jump, climb or dig its way out of while it is on the property of the owner; and
 - d) Muzzle, securely leash and ensure the dog is under the control of a person who is responsible and capable of controlling the dog, when the dog is off the property of the owner.
- 5.1 When the ACO determines that a dog is a dangerous dog, the ACO, if he/she determines in their discretion, that the dangerous dog poses an immediate and significant threat to the public safety, may, after consultation with a police manager, destroy the dangerous dog, without permitting the owner to claim it.
- 5.2 If the ACO destroys the dog, the ACO will arrange for the disposal of the remains and will make reasonable efforts to inform the dog owner that the dog has been destroyed. The owner of the dog will be responsible for all costs related to the destruction/disposal.
- 5.3 If a dog attacks a person and causes injury, the Amherst Police Department shall, along with the ACO, have the authority to investigate the circumstances of the attack if it is decided that it is appropriate to do so, and the Town of Amherst Police Department may make such recommendations to the ACO as it deems appropriate.

Feces and Scooping

6. Every owner of a dog shall immediately remove any feces left by the dog in the Town:
- a) on any roadway, sidewalk or parking lot
 - b) in a public park
 - c) on any public property other than a public park, or
 - d) on any private property other than the property of:
 - i. the owner of the dog, or
 - ii. the person having care, custody or control of the dog.
- 6.1 Every owner of a dog shall dispose of any feces removed pursuant to this Section on his or her premises.
- 6.2 Every owner of a dog shall remove from his or her property, in a reasonable timely manner, feces left by such dog, so as not to disturb the enjoyment, comfort, convenience of any person in the vicinity of the property.

- 6.3 This section does not apply to a handler of a service dog, where the handler is not reasonably able to remove the feces left by such dog due to a physical disability or impediment.

Noise

7. No dog shall be permitted to consistently disturb the quiet of a neighborhood by barking, howling, or otherwise making noise to a degree beyond what the Animal Control Officer determines to be normal.
- 7.1 In determining what is “normal” in the context of this section, the ACO shall consider one or more, but not limited too, the following factors:
- a) the time of day that the dog is reported as disruptive;
 - b) the frequency and duration of the reported disruptive behavior;
 - c) the proximity of neighbors and population density of the neighborhood.
- 7.2 If the ACO determines, upon reasonable grounds, that a dog is being disruptive, as defined in this section, the ACO shall give a written warning to the dog owner before taking any other action under this by-law.

Interference with ACO or Poundkeeper

8. Anyone who obstructs or interferes with the Animal Control Officer, or his/her duly authorized delegate, or the poundkeeper, engaged in the execution of his/her duties, commits an offense under this by-law.

Licensing of Dogs

9. No person shall own, possess or harbor an unlicensed dog within the boundaries of the Town.
- 9.1 A person who owns, possesses or harbors any dog before the first day of April in each year, shall obtain a dog license in accordance with the provisions of this by-law.
- 9.2 Applications for and the issuance of a dog license shall be the responsibility of the Town Hall staff, or person so designated by the Town of Amherst.
- 9.3 The Town of Amherst and/or its recognized agent for this purpose will maintain a record of all dogs registered, showing the date and number of the registration, and the name and address of the owner of the dog.
- 9.2 Every person who obtains a dog license shall be given a metal tag which shall be, at all times, fastened to a collar or harness worn by the dog for which the license was obtained.

- 9.3 Where a metal tag issued pursuant to this by-law has been lost, destroyed or mutilated, the dog owner shall acquire, for the remainder of the current licensing year, a replacement tag, upon producing proof of purchase of a valid dog license and upon payment of a prescribed fee.
- 9.4 Fees pursuant to this by-law are set out in Schedule "A" attached hereto.
- 9.5 Notwithstanding this section, the following dogs need not have a dog license:
- a) a trained guide dog owned or utilized by a blind person, or any dog determined by the ACO to be a service or assistance dog
 - b) a dog owned and utilized as a law enforcement service dog

Registering of Cats

10. Every owner of every cat may register the cat with the Town on the first day of April in each year, and may obtain a registration tag for the cat. There is no cost for such registration.
- 10.1 Applications for and the issuance of a cat registration shall be the responsibility of Town Hall staff, or person so designated by the Town of Amherst.
- 10.2 The Town of Amherst and/or its recognized agent for this purpose will maintain a record of all cats registered, showing the date and number of the registration, and the name and address of the owner of the cat.
- 10.3 Every person who obtains a cat registration shall be given a metal tag which shall be fastened to a collar or harness worn by the cat for which the registration was obtained.

Rabies

11. Every owner of a dog over the age of four months must have the dog vaccinated against rabies and must keep the rabies vaccinations of the dog up to date.
- 11.1 The ACO may seize and impound any animal which is suspected of being rabid, and must immediately notify the a veterinary clinic.
- 11.2 Every owner of an animal who knows or suspects that the animal is rabid must immediately report the animal to a veterinary clinic and the ACO.
- 11.3 No dog license will be issued to an owner who does not present proof of such vaccination.

Impounding of Dogs

12. The Town of Amherst and/or its designates by resolution may, without notice to or complaint against the owner, impound any dog that:
 - a) runs at large contrary to this by-law
 - b) is not wearing a tag as required by this by-law
 - c) is not registered pursuant to this by-law
 - d) is fierce and dangerous
 - e) is rabid or appears to be rabid or exhibits symptoms thereof; or persistently disturbs the quiet of the neighborhood by barking, howling or otherwise, after a written warning has been delivered to dog owner
- 12.1 The poundkeeper, upon seizure or impoundment of a dog at large, shall make every effort to inform the dog owner, if known, that the dog has been seized and impounded, including review of available information from tags, tattoos or microchips.
- 12.2 If after the expiration of not less than 72 hours, the impounded dog is not claimed, the poundkeeper may, on the expiration of this period, destroy, or place for adoption, the impounded dog.
- 12.3 The poundkeeper, upon receiving a certificate from a qualified veterinarian that an impounded dog is suffering from infectious or contagious disease, may immediately destroy that impounded dog.
- 12.4 The poundkeeper shall maintain a recorded log, in which he/she shall record the description of every dog impounded, the name of the person who impounded the dog, the time and location of the impoundment, the fees owing and the manner of disposal of the impounded dog.
- 12.5 The owner of record of an impounded dog shall be responsible for all uncollected fees or costs in respect of an impounded dog whether or not he/she effects the release of the dog.

Enforcement

13. No companion animal owner shall do anything, or fail to do anything, where that action or omission, as the case may be, results in a violation of this by-law.
14. This by-law may be enforced, at the discretion of the Town:

- a) in accordance with the procedures set out in the Municipal Government Act; or
 - b. by means of a summary offence ticket under the Municipal Government Act.
14. The Summary Proceedings Act, where applicable, shall apply to proceedings under this by-law.
 15. The Animal Control Officer may enter, at all reasonable times, upon any property subject to this by-law in order to ascertain whether this By-law is being obeyed.
 16. Every person who contravenes any part of this by-law is guilty of an offense and is subject to the provisions of the *Summary Proceedings Act*.
 17. Each day an offense continues shall be a separate offense.
 18. The penalties prescribed are as follows:
 - a. with respect to the first contravention and/or impoundment in any consecutive 12 month period, payment of \$60.00;
 - b. with respect to a second contravention and/or impoundment within any consecutive 12 month period, payment of \$100.00;
 - c. with respect to a third contravention and/or impoundment within any consecutive 12 month period, payment of a sum of \$150.00;
 - d. with respect to any subsequent contravention and/or impoundment within any consecutive 12 month period, payment of a sum not less than \$300.00 and not more than \$500.00.
 19. Any contravention of any provision of this By-law, in the preceding twelve months by any person charged, shall be counted as a previous contravention for the purpose of the preceding paragraphs.
 20. If payment is not made in accordance with these procedures, the fine is recoverable under the *Summary Proceedings Act*.

Costs

21. In all cases the Town shall have the right to recover from the owner of the dog the cost incurred by the Town in applying this by-law to the owner's dog.
- 21.1 In all cases the costs of the Town shall include the actual payments made by the Town, together with its reasonable administrative charges.

- 21.2 The provisions of this by-law shall be enforceable pursuant to the *Municipal Government Act*.

Interpretation

22. This by-law shall be read with all changes in gender and number, as may be appropriate.
23. Any part of this by-law found to be illegal shall be severed from the balance of the by-law.
24. Any and all fees referred to in the by-law shall be as set out in the Town of Amherst User Fee Policy #3470-03 and will be reviewed annually.

Repeal

25. The Town of Amherst Dogs By-Law approved by Council on July 16, 2010 is hereby repealed.

SCHEDULE "A"

Dog License Fees

1. Dog License fees shall be:
 - a) \$15 for each spayed/neutered dog;
 - b) \$30 for each un-sprayed/un-neutered dog.
 - c) \$15 for tag replacement

Each license shall be payable to the Town of Amherst annually.

Dog Impound Fees

2. A dog owner may reclaim their impounded dog upon proving ownership and upon paying to the poundkeeper the following impound fees, maintenance fees and any overdue dog license fees pursuant to Schedule "A"
 - a) An impoundment fee in respect of a Licensed Dog:
 - i) First Impoundment - \$30.
 - ii) Second Impoundment - \$70.
 - iii) Third and subsequent Impoundments - \$100.
 - b) An impoundment fee in respect to an Unlicensed Dog - \$100.
 - c) A maintenance fee in respect of each day or part of a day on the impoundment period - \$15.

Amendment / Consolidation Notes

July 16, 2010 – Council approved 2nd reading of the Dog Bylaw

November 23, 2015 – Council approved 2nd reading of a Bylaw to Amend the Dog Bylaw. Amendment includes:

- Rename to Companion Animal Bylaw
- Add a new section that allows for the no cost, voluntary registration of cats

MEMORANDUM

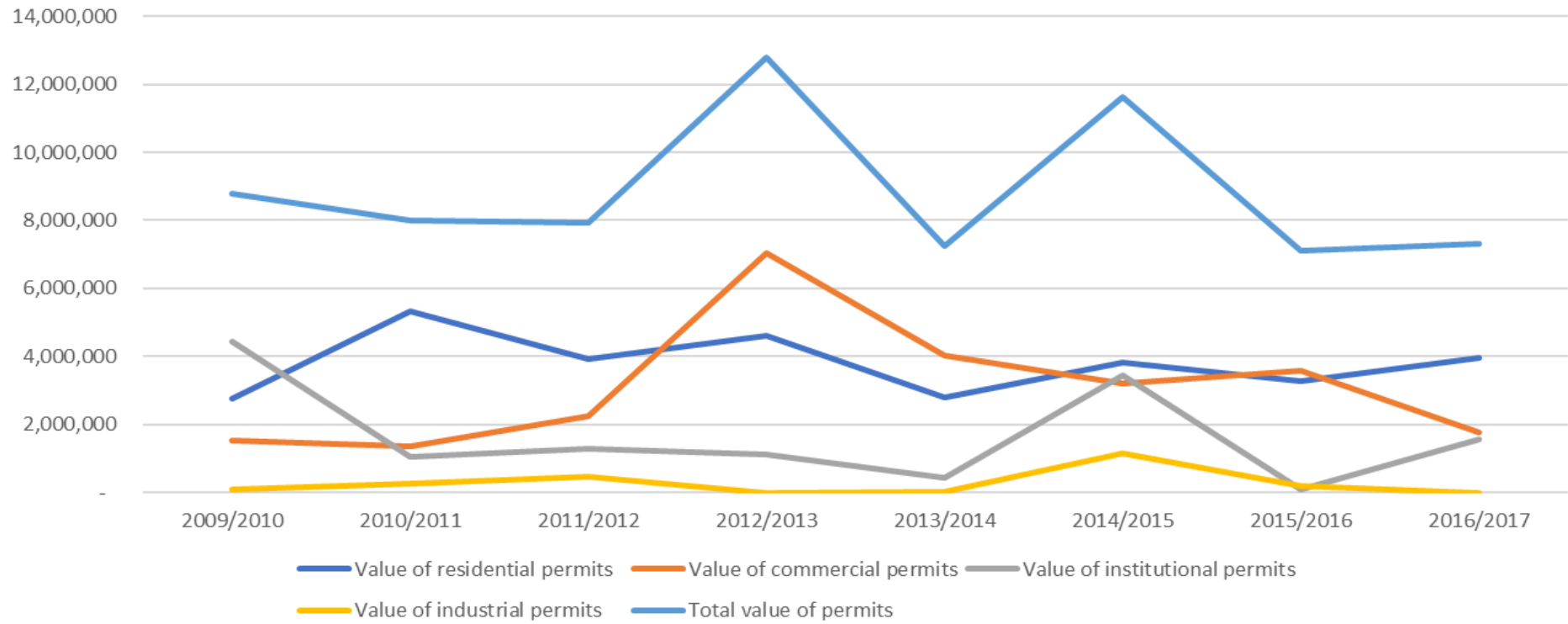
To: Mayor Kogon and Members of Amherst Town Council
From: Jason MacDonald, Deputy CAO
Date: June 19, 2017
Subject: Building Permit Report 2009/2010 to 2016/2017

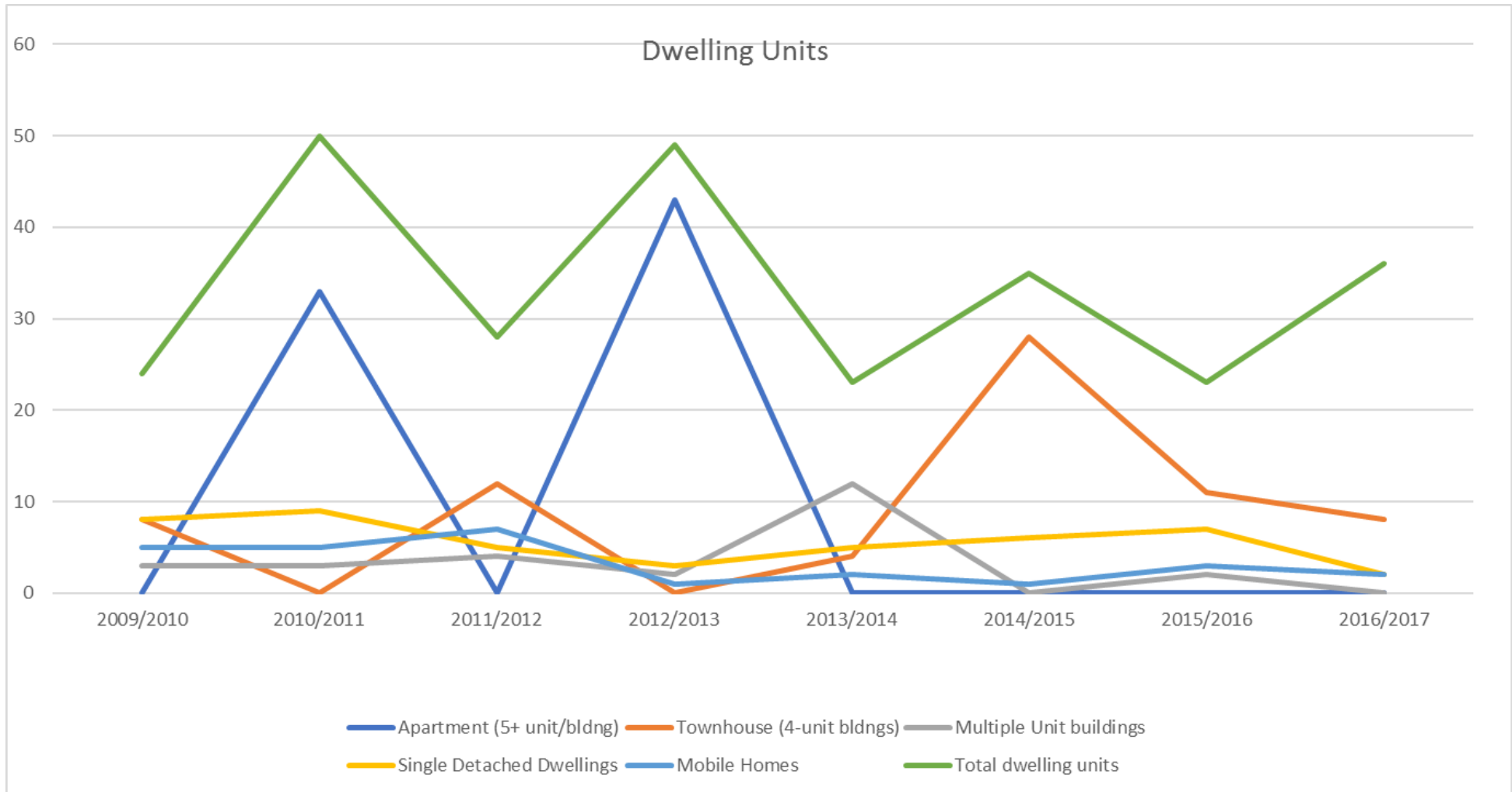
The following data and graphs represents the overall building permit information we have for the last eight years. The data table and charts are included for your information. As of the writing of this memo, comparable County permit activity and values were not available. To summarize:

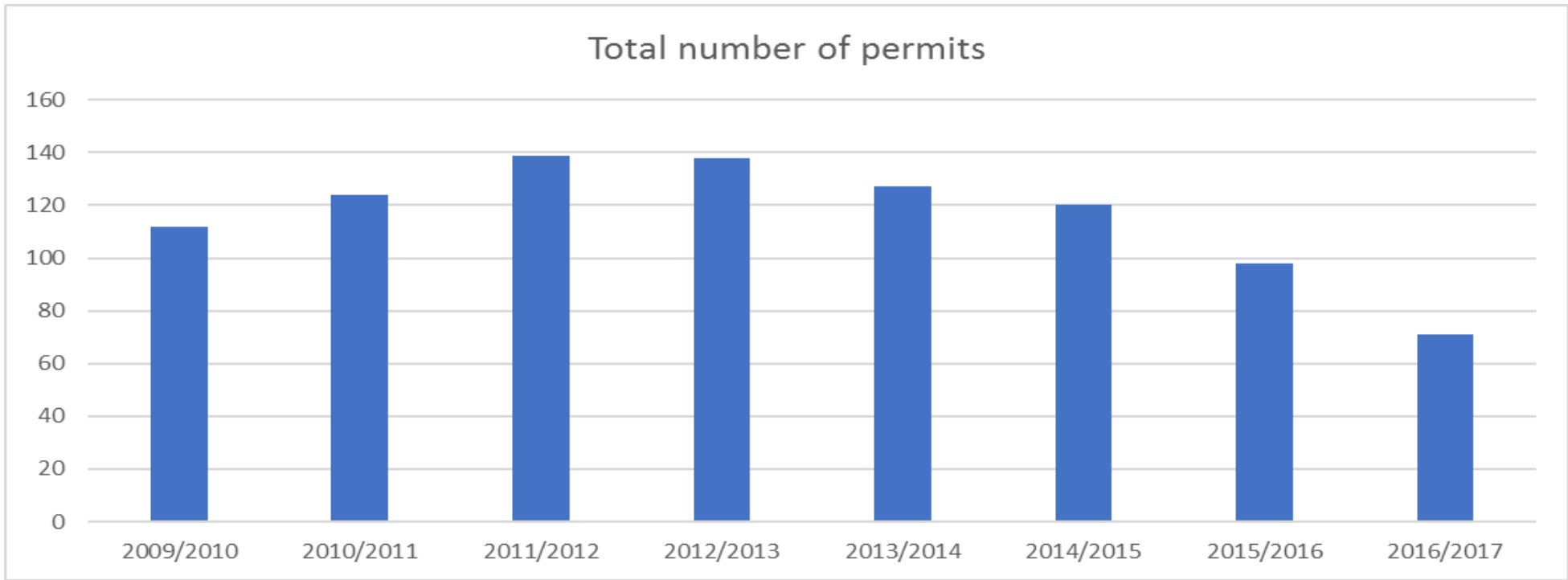
- The total number of permits issues has been trending downward since a peak in 2011/2012. There has been a 49% drop in the last six years.
- The value of residential permits has remained relatively steady.
- Commercial values are less steady and contain peaks and valleys, with a floor of about \$1,500,000
- Institutional values vary greatly.
- Industrial values are very low.
- In general, we seem to have a floor of about \$7,000,000 in total permit values. Given the general low total value, one or two large projects make a large percentage change.
- We are only building about 10 single detached dwellings a year, including mini homes.
- 4 unit townhouses represent our largest addition to our new dwellings.
- Large apartment building construction is very sporadic.

	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017
Total number of permits	112	124	139	138	127	120	98	71
Value of residential permits	2,749,690	5,321,678	3,916,111	4,613,720	2,784,482	3,831,648	3,264,038	3,959,501
Value of commercial permits	1,513,800	1,358,175	2,246,222	7,049,852	4,014,110	3,202,000	3,571,335	1,776,242
Value of institutional permits	4,421,100	1,062,600	1,300,697	1,122,400	430,000	3,452,131	99,000	1,558,951
Value of industrial permits	100,000	251,730	462,000	-	2,400	1,145,500	190,443	-
Total value of permits	8,784,702	7,994,307	7,925,169	12,786,110	7,231,119	11,631,399	7,124,816	7,304,694
Dwelling Units								
Apartment (5+ unit/bldng)	0	33	0	43	0	0	0	0
Townhouse (4-unit bldngs)	8	0	12	0	4	28	11	8
Multiple Unit buildings	3	3	4	2	12	0	2	0
Single Detached Dwellings	8	9	5	3	5	6	7	2
Mobile Homes	5	5	7	1	2	1	3	2
Total dwelling units	24	50	28	49	23	35	23	36

Value of Construction







MEMORANDUM

To: Mayor David Kogon and Members of Amherst Town Council
From: Jason MacDonald, Deputy CAO
Date: June 19, 2017
Subject: Active Transportation Workshop

A public workshop was held at the Community Credit Union Business Innovation Centre on June 8th to obtain public input on updates to the draft Active Transportation Plan.

Approximately 30 people were in attendance, 15 of which were members of the public.

Staff provided background on the current state of active transportation planning within the Town as well as an overview of any relevant policies the Town has in this regard.

Breakout sessions were then held to gain valuable input in three different categories:

1. Routes
2. Regional Connections
3. Promotion

In no particular order, those present felt that the main themes are as follows:

- More bike racks at Town facilities and commercial properties
- More benches and garbage cans throughout the town
- An active transportation route to the hospital
- Better winter maintenance for sidewalks
- Spring Street as a major route was mentioned
- Snow clearing of the trails
- There is a gap in the pedestrian network on Industrial Park Drive / Anson Avenue
- A widened sidewalk on Robert angus Drive would make a nice multi use trail
- There is an opportunity to connect our network to the marsh / tourist bureau / windmill area
- More promotion both for awareness / safety and to get more people active.

Staff will now proceed to update the Active Transportation Plan for consideration by Council.

June 1- 4,2017

Ottawa On.

SHAPING CANADA'S FUTURE FCM'S 2017 ANNUAL CONFERENCE AND TRADE SHOW

THIS YEARS FCM CONFERENCE WAS THE BIGGEST EVER - 3500 PARTICIPANTS - MUNICIPAL LEADERS FROM ACROSS CANADA, EXHIBITORS, COMPANIONS, SPONSORS AND SPEAKERS.

Attended Orientation Session for First-Time Delegates

There were about one hundred first timers. We were given a warm welcome. They gave us tips on how to have a successful experience as delegates and how we can take advantage of the resources offered.

From there we went to the Atlantic Networking and met a number of people. The FCM Trade Show featured more than 150 Industry leaders. I picked up some information on what I thought would be of value.

Our Political keynote speaker for Friday morning was the Rt. Hon. Justin Trudeau, Prime Minister of Canada.

The Political keynote speaker for Friday afternoon was Gerard Deltell, Official Opposition Finance Critic.

Saturday Political keynote speaker was The Honourable, Tom Mulcair, Leader of the New Democratic Party.

Sunday Political keynote speaker was Elizabeth May, Leader, Green Party of Canada.

I attended a workshop on Innovative Solutions to Municipal Economic Challenges. We looked at different case studies. The mayor of Fredericton told us about the city's long range plan on what and how they were willing to make the city more productive in attracting business to the Information Technology area.

Lesson Learned from Rural development

- ❖ The best way to predict the future is to create it!
- ❖ Guided vision, sustainable process, and clear objective drive innovations
- ❖ Be patient, communicate consistently
- ❖ Avail the power of stakeholders, partners and alternative resource
- ❖ Capabilities of intelligent technology creates endless possibilities

I went on the Study tour of the Innovation Centre at Bayview Yards. Their centre is a decommissioned Public Work building and is operated by a non-profit association. They have taken before and after pictures (hopefully we did the same).

The centre won't be open until September 2017 officially. They're open for business now and they have a waiting list of clients wanting to get in. Within the centre there is a Social Enterprise Development group available to assist with start-ups. The clients have a 36 month-time limit.

Just so you know nobody from Amherst won any of the Trade Show Prizes but the D/Mayor of Oxford won an Electric bicycle and the Warden of Cumberland won the Canadian Tire prizes.

They were Four Resolutions referred to the Annual Conference by the Board of Directors.

1. Site Selection Criteria for Federal Offices
2. Federal Leadership on cost-share in Infrastructure Programs
3. Intergovernmental Dialogue on Poverty Reduction
4. Free and Fair Trade – Softwood Lumber

All of these Resolutions passed. If you would like to see or read these resolution, I have a copy.

Submitted by; Councillor Darrell Jones

Legalization of Cannabis: Municipal Impacts |
May 26, 2017

On May 26, 2017 I attended this presentation in Halifax. There were speakers who spoke on their subject matters. I would like to zero in on the information that I thought would be of benefit to council.

Municipal Impacts:

- Nuisance such as vandalism, noise, litter
- Increased policing and maintenance costs
- Tension and issues with landlords
- Make residents feel unsafe and unwelcome
- Can be deterrent to new residents and businesses

It is suggested that when making policy decisions, we should consider: What environment are you creating for your residents? Do these policies support them to live healthy, productive lives?

The MGA provides municipal council with considerable scope to implement policies that help manage substance and associated harms within our boundaries.

Municipal can go above & beyond Provincial and Federal legislation so long as the minimum standards of that legislation are met.

Ex: Provincial Smoke Free Places legislation- cannot smoke within 4 meters of doors, windows and intake vents of a place of employment; however municipalities are free to set greater boundaries if they see fit.

We know that Marketing, Advertising & Sponsorship works, that is one reason why businesses invest heavily in it.

Advertising influences us. Consider how advertising is done in our community, and keep this in mind as cannabis is legalized.

Municipalities may be able to set more stringent marketing and advertising policies and by-laws.

Creating Enjoyable & Safe Neighbourhoods (Access & Availability)

What municipalities may be able to do:

- Use land use planning strategies
- Use Development Agreements
- Set limits on hours of operations
- Enforcement- Establish and enforce public nuisance and noise by-law to address disorderly behavior and noise.
- Establish our community's preference about the number and location of retail locations know to the relevant provincial regulating bodies.

Our community will need to determine if we want people smoking cannabis in the outdoors public spaces not covered by the act and set relevant policies and by-laws.

We as a community should identify and partner with key stakeholders to address the issues together such as:

- ❖ Develop policies and protocols
- ❖ Gather incident data and other information that supports local decision-making
- ❖ Create opportunities for balanced community discussion
- ❖ Share information & stay engaged
- ❖ Formalize partnerships arrangement for long-term cooperation

A well developed and implemented workplace substance use strategy for elected officials and municipal staff will support staff health and demonstrate a municipality's commitment to and leadership in promoting safe, healthy and productive communities.

The Province have identify some possible Area for Municipalities

- Zoning by-laws – retail location / density
- Public consumption
- Personal cultivation
- Staff OH&S
- Policing

Due to the fact that the Province just receives more information from the federal government . They're working on developing provincial regulations and looking at obtained funding. Basically, what they are telling us is that they will get back to us.

Cannabis in the Workplace

Let's be clear there is already cannabis in the workplace; but that will increase with 4.8 million Canadians expected to use in 2018. Until recently marijuana was considered an illicit drug; now it is present as a medically authorized drug and in 2018 it will be a legal drug.

This was how Brian G. Johnston, Q.C. of Stewart/ McKelvey introduced his presentation.

Benefit Plan Coverage

Medical marijuana is expected to remain an ineligible expense for health plans that limit eligible drugs to those with a DIN

There will be a lot of pressure on employers to have medical marijuana covered under plans.

Legalization of Marijuana

Legalization of marijuana changes everything.

Employers should revise policies on Drug and Alcohol and Workplace Surveillance / Search

Adverse Effects of Marijuana

Detection is challenging. Employers will need to rely on trained staff and reasonable suspicion "check lists"

Generally employers do not have the right nor do they "test" for drugs or alcohol other than for safety sensitive positions. That may change.

Policies

- Safety-Sensitive Position is one in which job performance requires the Employee to be alert, to be physically coordinated and to exercise good judgement and includes a position where impaired performance should result in considerable risk to ...

Conclusion

- Educate adverse effects of marijuana
- Educate for "reasonable suspicion"
- Review or create policies

If we work on these area and better understand our responsibility we as a community will be in good shape for what's to come.

Submitted by; Councillor Darrell Jones.

Monthly Report

Corporate Services

June 19, 2017

FINANCIAL – On May 23, 2017 Council approved the general operating budget of \$17.6M and the general capital budget of \$5.8M. We continue to prepare for the annual audit which will be performed by Jorgensen Bickerton Inc. starting in July.

TAX SALE – The Tax Sale was held on Tuesday, May 16, 2017 at 10:00 am in Council Chambers. We had one property advertised for tax sale at 8 Newton Avenue, assessed to Bernard J. Coburne (deceased). This property did not sell at the tax sale. We are now in the process of putting together a tender package for the sale of this property.

TAXATION – Council has approved the following tax and area rates for 2017/18:

	<u>Residential</u>	<u>Commercial</u>
- General tax rate	\$1.16	\$3.96
- Mandatory Provincial Contribution area rate	.41	.41
- Community Support area rate	.06	.06
	\$1.63	\$4.43

TAX REDUCTION POLICY – 3-tier reduction has been approved by Council for low income property owners. Approximately 40 letters along with the tax reduction application were mailed to prior eligible property owners. The application will be put on the Town of Amherst website as well as advertising in the Amherst Newspaper a total of two times, once in mid-June, and once in mid-July to early August.

ASSESSMENT APPEALS - As of June 1, 2017 there were 116 tax payers appealing their assessment for a total assessment value being appealed of \$49,359,500.

	Number of Tax Accounts Appealed	Total Assessment Value Being Appealed	Appeals Completed as of June 1, 2017	Appeals Withdrawn as of June 1, 2017	Appeals Successful as of June 1, 2017	Loss of Assessment Value	Amount of Revenue Reduction	Nova Scotia Assessment Appeal Tribunal Status
Residential	90	\$26,283,400	2	1	2	\$33,900	\$553	
Commercial	26	23,076,100	2	1				
TOTAL	116	\$49,359,500	4	2	2	\$33,900	\$553	0

PROCUREMENT – Since the approval of the 2017/18 budgets, procurement is working to determine a priority list for each department. Procurement continues to review vendor WCB, Nova Scotia Construction Safety Association permits and insurance compliance and status, as well complete unscheduled procurement that may arise.

	<u>Released</u>	<u>Closed</u>	<u>Awarded by Council</u>	<u>Awarded by Staff</u>
RFQ	4	4	0	5
RFP	1	1	0	1
Tender	1	1	1	1
Other	0	0	0	0
May Totals	6	6	1	7

Procurement is continuing to review the new Canadian Free Trade Agreement (CFTA) which was released April 7, 2017 to determine what effects, if any, it will have on the Town's Procurement Policy, or how procurement is processed in general in Nova Scotia.

Monthly Report

Fire Department

June 19, 2017

Responses

Town of Amherst – 21 events

- 1 Flue fire
- 1 Air quality check
- 8 Smoke alarm activations
- 2 Fire alarm system activations
- 4 Dumpster/garbage can fire
- 1 Hazardous materials response
- 1 Motor vehicle accidents
- 1 Sprinkler head failure
- 2 Wildland fire

Contract area (District 2) – 7 events

- 2 Motor vehicle accidents
- 1 Fire alarm system activations
- 2 Wildland fire
- 1 Hazardous materials response
- 1 Evacuation Assist

Fire inspections: Eight fire inspections were completed during this period.

Professional development:

During the month of May, fourteen firefighters successfully completed phase one of the Emergency Vehicle Driver Training Program. During the next phase of this program these firefighters will be required to drive the fire apparatus in a non-emergency situation with a seasoned operator and achieve the required standard to proceed as an approved emergency driver/operator. Also, nine firefighters successfully completed the Emergency Traffic Management Course. This course provided firefighters with the knowledge base to properly setup a collision avoidance system on an emergency scene. This is used to ensure firefighter safety by providing early warning to the motoring public of an emergency scene and positions responding equipment in such a manner to deflect vehicles from entering an area where first responders are working.

Mini fire truck (Pumper Joe):

Over the past, eight months the mini fire truck has been under going repairs. The following items have been completed so far:

- ℘ Removed the fuel cell, the box of truck and the complete exhaust system
- ℘ Removed the rear chassis section and grind off old brackets from front chassis
- ℘ Fabricated new shackle brackets and reconnected the rear chassis section
- ℘ Removed all old shocks and install new shocks to improve suspension
- ℘ Removed rear end axle cover, retorque differential bolts; fabricated a new gasket
- ℘ Replaced gear lube, transmission lube, changed oil and oil filter

There are still a few items left to be completed prior to this unit being fully functional. A new back up camera and replacement batteries need to be installed. The tv cabinet needs to be reduced in size, to accommodate only a flat screen tv. Approximately, 80 hours of labour has gone into repairing this unit. The current estimated completion of this project is early to mid July.

New fire apparatus - update

The build of the new fire truck is coming along very nicely. The weekly updates and photos, show that the pump has been installed and the rear compartments have been built. Once the water tank and foam tanks are delivered to production, the rear portion of the apparatus will be assembled. ULC testing is scheduled for the second week of July. During the month of June, I will travel to Metalfab in Centreville, New Brunswick to review the fire apparatus on the production floor. Currently, delivery will take place in late August or early September.

Monthly Report

Operations

June 19, 2017

A few days of good weather allowed us to get the line painting underway. Most crosswalks and directional arrows were completed as well as parking space lines. Banner changes for various events were undertaken as well. Sidewalk and concrete curb repairs were started, typically at excavations done over the winter and early spring for water and sewer repairs. Lawn repairs from snow plowing were wrapped up throughout the town as well.

The Water crews have been busy with the annual uni-directional flushing program and have been getting very good results. The pump from Well P-4 at our Tyndal Wellfield failed in May due to a failed 60 horsepower electric motor. A replacement motor has been ordered. The majority of these repairs will be done by the Water crews.

The Sewer crew has been very busy with maintenance remaining from the winter, especially oil changes, auger/screen repairs and ventilation repairs. Any spare time has been spent on trail construction work with Town equipment at the new Lions Park on Hickman Street. Approximately 230 metres of trail are done and work will be stopped while the tennis courts are being completed by the contractor. The water and sewer laterals will be installed in June for the new bathroom building.

The mechanic has spent a fair bit of time on various Fire Department vehicles again this month. Part availability for the older trucks has become an issue as they are usually specialized and technology keeps changing. The Parks Department lawn mowers have required some repairs following the spring start-up and we were pleased to see the purchase of the third zero turn mower. These typically have been very reliable and require few urgent repairs.

During May, ten building permits were issued with a total value of \$104,850. Upon the resignation of our former Building Inspector, the position was advertised and a competition was held; however, there were no suitable candidates. The County has been providing building inspection services since that time. As per the MGA Section 41, the CAO has appointed Marc Buske to the position of Dangerous/Unsanitary Premises Administrator and Development Officer. Marc Buske is a full-time Firefighter and Fire Inspector for the Town. He has accepted this position on a trial placement until November 30, 2017. At that time both parties can re-evaluate. Currently Marc Buske can undertake the duties of both Dangerous/Unsanitary Premises Administrator as well as Development Officer (once trained and appointed). During the coming months he will be trained as a Level 1 Building Official. During this time he can co-ordinate the building inspection process however he cannot sign building permits.

Planning staff continue to collaborate with the Recreation Department in the review of the Active Transportation Plan, as well as the implementation of the Recreation Master Plan. An Active Transportation workshop was held June 8th to gain public input, support for the plan, and identification of priorities. Staff also continue to provide services to the Town of Oxford.

A meeting of the North Tyndal Wellfield Advisory Committee was held on May 31st. There were still further questions from the Committee with regards to the newly drafted North Tyndal Wellfield Source Water Protection Plan. Staff will be addressing these questions before the next meeting. The Committee also passed a motion permitting J.D Irving to complete Year 1 of their Forest Management Plan. With the summer months now upon us, the Committee does not expect to meet again until late August/early September.

Monthly Departmental Report

Amherst Police Department

JUNE 2017

PROFESSIONAL DEVELOPMENT

CBSA Seminar

Csts. Lynds and Graham attended a one day training seminar in Halifax hosted by the Canadian Border Services Agency (CBSA). Presenters included Western Union, TD Bank, CBSA, Passport Bureau of Canada and Canada Post. Each agency provided information on how they can assist police and how police can access these services. Some of the topics included, Western Union: frauds, money laundering, illegal substances, Passport Bureau of Canada: facial recognition, fraudulent passports, CBSA: immigration, intelligence and investigations.

Counter Terrorism Information Officer Workshop

D/Chief Pike attended a 3 day counter terrorism workshop in Halifax, hosted by the RCMP National Security Enforcement Section. Roles & Responsibility of CTIO, Recognizing Terrorist Pre-incident indicators, Terrorism & the National Security Environment, Domestic Extremism, Explosive Awareness/Identification, Critical Infrastructure / Suspicious Incident Reporting and Awareness of Violent Extremism were just some of the topics that were covered. Speakers and subject matter experts attended from Ontario to present on Salafist Jihadist and the Toronto 18 case study.

Sexual Violence – The Bystander Effect Intervention

D/Chief Pike and Cst. Tom Wood attended this presentation which was held in Amherst. Guest speaker **Heather Blackburn** is a trained facilitator of the Bringing in the Bystander Program. Bringing In The Bystander asserts that: “Everyone in the community has a role to play in ending sexual violence.” It fosters “pro-social” bystander behavior before, during, and after an incident of sexual and/or relationship violence.. There are ways we can intervene safely to prevent sexual violence and exploitation. Examples of how this can be done were provided.

(1) a roommate asked her fellow roommate (who was intoxicated) to share a room with her that night, instead of allowing her to spend the night with the strange man who came home with her.

(2) A bartender was serving a man and intoxicated woman at the bar, and recognized that the woman did not seem comfortable; the bartender asked the woman who she had come to the bar with, and called her friends over to be with her.

During the presentation, Autumn House also shared with the group they have received a grant for a Bystander Empowerment Program. In the near future there will be a new worker in the area who will focus on educating the community on this topic.

CEW Re-cert (Taser)

All officers received the CEW re-cert training. This is provincially mandated training which must be completed the re-certification training every two years. The training is provided by Sgt. Tim Hunter and Cst. Chris Jobe.

Restraint Chair

Sgt. Hunter, Cst Jobe, Csts Harrison and Wood received restraint chair training which was provided by the Halifax Regional Police. The restraint chair is used for prisoners who are self-harming. These officers will provided training to all officers and guards.

Bicycle Patrol Officer

Cst. Michelle Harrison attended a 3 day bicycle patrol officer course provided by the HRP. This is the first time we have sent an officer on this course. While we have had officers conduct bike patrol in the past they have not received specific training. Some of the skills taught included emergency braking, crossing curbs, traveling down stairs, tactical dismount, night riding, traffic stop techniques.

CPIC

Dispatcher Shelby Hum attended a 5 day CPIC Data Entry course in Halifax. The course is required to add warrants and court orders such as probation orders, undertakings on CPIC.

OPERATIONAL STATS – May 2017

Occurrences: 457	Criminal Code Charges: 30
Impaired by Alcohol: 2	CDSA: 0
Impaired by Drug: 0	Traffic Written Warnings: 56
Traffic Tickets: 65	LCA: 1
Vehicle Checks: 223	Bike Patrol Hours: 4h 45m
Foot Patrol Hours: 89h 5m	

Focused Enforcement

The focused traffic Enforcement for May was intersection offences. 25 summary offence tickets (SOTS) and 8 written warnings were issued. The focused enforcement for June is distracted driving (cell phone use while operating a motor vehicle).

PERSONNEL

Resignation – Dispatcher Shelby Hum

Dispatcher Shelby Hum has resigned. She has accepted a position with the Municipality of Cumberland. Her resignation is effective June 2nd.

Hiring of PT Dispatcher

Peter Laszchuak has been hired as a PT dispatcher. He will be used to fill in when other dispatchers are off due to vacation, sick time, or training.

Hiring Competition Part Time Police Constable

The department has advertised for a part time police constable's position. We currently have 2 part time constables however both are currently filling in long term absences. The part time constables are used to cover shift shortages or operational demands, i.e. special events, major investigations. Without part time constables available the department has been experiencing significant overtime costs, due to sick leave and major investigations. We anticipate the two permanent full time officers who are currently off on extended sick leave will continue to be off for several months.

CRIME PREVENTION OFFICER/YOUTH & SCHOOL RESOURCE OFFICER

Heads Up Helmets On

The annual Heads Up Helmets On program began May 31st. The goal of the program is to increase the use of helmets of persons riding bicycles, scooters and skateboards. Officers who observe youth wearing helmets will speak to them and praise them for wearing their helmet. The officers will give the youth a coupon from either Dairy Queen or MacDonald's in recognition of wearing their helmet. Persons not wearing their helmet will have their bicycle, scooter or skateboard seized for a period of 7 days and will be required to attend an education session on the benefits of wearing a helmet.

COPS4KIDS 2017

The 6th annual Cops4Kids will be held July 4th to 7th at the Amherst Stadium. The program normally runs 5 days but the Stadium is only available for this week due to the seats being painted the remainder of the summer. Approximately 90 applications were received for the 40 positions.

Monthly Departmental Report

Recreation / Culture / Programming / Communications

June 19, 2017

Marketing & Communications

The month of May included event coordination and preparation, daily communications, mayor and council involvement and preparing marketing collateral for the upcoming tourism season. Various media releases were distributed based on the 2017-18 budget and town news and events were promoted and executed, such as Highland Fling setup, Eastern Canadian Gymnastic Championships, Fishing Derby, AYTC event, Walkability Workshop and more. The Town proclaimed VON Week, Police Week, ATV Safety Week and Pride Week. Amherst hosted Cumberland County's first Pride Parade, with over 700 supporters attending the celebration, and all Town parks, ball fields and outdoor facilities have been opened, maintained and enhanced in preparation of the summer season. Results of the approved budget and May's Regular Council Meeting were communicated as well as the monthly coordination of the national anthem singer and AYTC representatives.

Active Living/Healthy Community

During the month of May the Active Living Coordinator attended a three day Leadership Development Course for Physical Activity in Halifax. Learning included workshops on physical activity trends in NS, planning, inclusion, policy, implications for social environment, physical inactivity and sedentary behaviour, and group work. The Active Living Coordinator also attended Cultural Safety Training in Masstown, planned and attended the annual Fishing Derby at the Pumping Station pond and attended the Pride flag raising ceremony. The Active Living Coordinator is coordinating four Summer Recreation Programming students and has been working on scheduling to finalize the 2017 summer program offering. Discussions are ongoing with APD regarding bikes in order to develop a Free Bike Lending program. The Active Living Coordinator met with the Cumberland partners regarding Bike Week and is involved in planning of the Canada Day celebrations for Amherst.

Horticulturist

The month of May welcomed our Grounds Maintenance students. Safety training, safe job operating procedures and horticultural techniques were taught through hands on training. May has been a busy month prepping the flowerbeds, tidying up the parks and greenspaces and working on the overall beautification of the Town. Litter remains an issues as does the discarding of cigarette butts.

Facilities

May has been a very busy month for facilities. During the month we host a number of events at the Stadium including the Eastern Canadian Gymnastic Championships (May 5, 6 and 7); this event took in participants from Ontario, Quebec, New Brunswick, PEI, Nova Scotia and Newfoundland. During the three day event there were up to 400 people who either participated or watched the event. Ducks Unlimited dinner (May 12) was one of the best years to date. Over 300 tickets sold for this event. Provincial Judo Championship (May 14) was a day after the Ducks Unlimited and athletes from New Brunswick, PEI and Nova Scotia competed in there respected components. Maintenance is ongoing at the Stadium mostly during rainy days as employees are out preparing parks and green spaces for summer use. Walking hours at the Stadium are Monday to Friday 8:30am to 4:30pm.

Opening day at Robb Complex was May 8 with two fields available, Dwight Jones Field and Robb 3. Cecil Small field requires netting and due to soft ground we were unable to bring machinery on the surface. The netting was installed and completed on May 30. Robb Complex total usage for May was 78.5 hours. The bulk of this usage has been by Amherst Regional High School (Zone and NS Championships). The Men's League Softball started May 23 with Bantam and Midget Baseball starting May 10. Maintenance at Robb Complex is ongoing.

Green spaces mowing has kicked into high gear. With over 70 properties, including over 120 acres staff is working their way through the list each week. Maintenance is ongoing in all parks. Washrooms are open at Beacon Street Park from 9:00am to 9:00pm and at Dickey Park from 9:00am to 9:00pm.

Business Development

Business Development continues to provide ongoing guidance and advice to existing and potential commercial development prospects, which include the promotion of Amherst as an attractive place to locate, expand, and invest. This also includes the provision of general location and specific site analysis, as well as, providing referrals to other service providers in the area. With the Building Inspection/Development Officer position currently vacant, Business Development has had to play a larger role in property development approvals and coordinate with the County Building Inspections Department. In addition, specific ongoing projects include the train station transfer, the Net-Zero/Smart-Grid Energy project, and the Commercial Assessment Phase-In Bylaw. A public workshop to update the draft Active Transportation Plan was held on June 8th.

Staff continues to meet regional stakeholders including: ACOA, CBDC, CANSA, NSCC, Cumberland County, Chambers of Commerce, and the Business Connector to share information, ideas, and look for ways to collaborate. Review of the 2014 Shared CED Strategy with Cumberland County counterparts is ongoing with a view to update the document and take stalk of action items that are complete, ongoing, and yet to be completed. Staff introduced the strategy to the regional stakeholders with the intention of identifying areas of the strategy where stakeholders may play a role. At the last stakeholders meeting there was general consensus that the shared presentation by the Mayor and the Warden at the Chamber of Commerce AGM sent a positive message that improving the overall prosperity of the region is best addressed by the municipalities working together.

STRATEGIC PRIORITIES CHART

January 2017

CORPORATE PRIORITIES (Council/CAO)

<p>NOW</p> <ol style="list-style-type: none"> INTER-MUNICIPAL RELATIONSHIPS: Meeting SOLID WASTE MANAGEMENT: Future Status MARKETING PROGRAM: Refresh (Budget Request) ECONOMIC READINESS STRATEGY: Terms of Reference ACTIVE TRANSPORTATION: Plan 	<p>TIMELINE (2017)</p> <p>March March March March June</p>
<p>NEXT</p> <ul style="list-style-type: none"> COMMUNITY ENERGY STRATEGY SERVICE CAPACITY REVIEW: ToR SENIORS STRATEGY: Need Assessment PLANS / STUDIES: Review Chart COMMUNITY DASHBOARD: Checklist POVERTY REDUCTION: Forum NET ZERO FEASIBILITY: Study 	<p>ADVOCACY / PARTNERSHIPS</p> <ul style="list-style-type: none"> <i>Business Connector Start-up</i> <i>Business Connector Strategy</i> <i>NS Solid Waste Regulatory Issues</i> <i>Net Zero Feasibility Study</i> <i>Solid Waste Management Future</i>

OPERATIONAL STRATEGIES (CAO/Staff)

<p>CHIEF ADMINISTRATIVE OFFICER (Greg)</p> <ol style="list-style-type: none"> INTER-MUNICIPAL RELATIONS: Meeting - Mar. SOLID WASTE MANAGEMENT: Future - Mar. SERVICE CAPACITY REVIEW: ToR - April <ul style="list-style-type: none"> ECONOMIC READINESS: Action Chart - Mar. Salary Administration Policy Review - April 	<p>POLICE (Ian)</p> <ol style="list-style-type: none"> Quality Assurance Review - May Police Fentanyl Response Strategy - April Collective Bargaining - April <ul style="list-style-type: none"> Mental Health Interaction Training - June Departmental Wellness Program - Nov.
<p>FIRE (Greg)</p> <ol style="list-style-type: none"> Volunteer Retention: Review - May Departmental Strategic Plan: Review - April Fire Fentanyl Response: Strategy - Mar. <ul style="list-style-type: none"> Organizational Security Strategy - April 	<p>COMMUNITY (Bill)</p> <ol style="list-style-type: none"> MARKETING PROGRAM: Refresh - Sept. ECONOMIC READINESS: Workshop - Sept. POVERTY REDUCTION: Forum - Oct. <ul style="list-style-type: none"> SENIORS STRATEGY: Needs Assessment - Sept. NET ZERO FEASIBILITY: Study - June
<p>CORPORATE (Vince)</p> <ol style="list-style-type: none"> Pension Plan Sustainability - April Internal Control Documentation - Sept. Electronic Vendor Payment - Nov. <ul style="list-style-type: none"> Business Connector: Accounting Setup - Mar. 	<p>OPERATIONS (Jason)</p> <ol style="list-style-type: none"> ACTIVE TRANSPORTATION: Plan - June PLANS & STUDIES: Review Chart - Dec. COMMUNITY ENERGY STRATEGY - Dec. <ul style="list-style-type: none"> Lion's Park Redevelopment - Oct. Asset Management Plan - Sept. Service Delivery Standards - Sept.

CODES: BOLD CAPITALS = NOW Priorities; CAPITALS = NEXT Priorities; *Italics* = Advocacy; Regular Title Case = Operational Strategies