



**Town of Amherst  
Regular Council Meeting  
Agenda**

Date: **Monday, February 27, 2017**  
Time: **7:00 pm**  
Location: **Council Chambers, Town Hall**

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# **Special Guests**

## **Regular Council Meeting**

### **February 27, 2017**

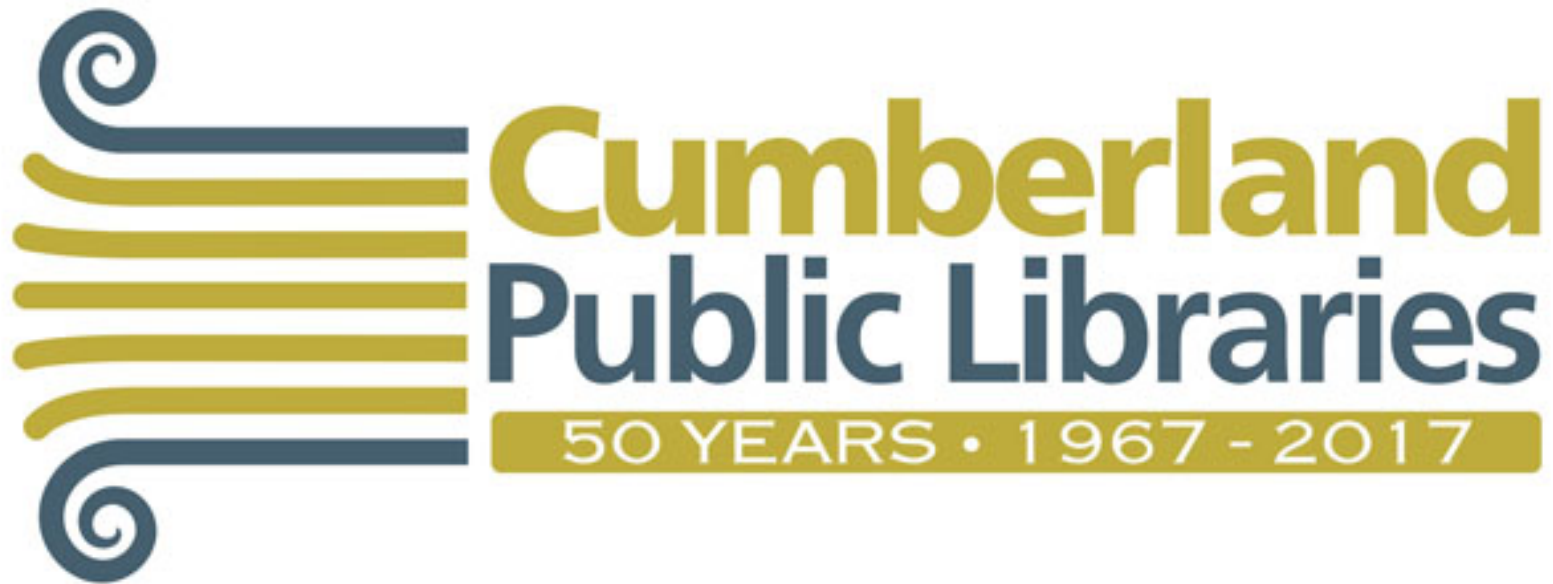
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#### Austin Coates – Amherst Youth Town Council Member

Youth Councillor Austin Coates is a grade 8 student at E B Chandler. Austin lives on Fox Ranch Road and enjoys a variety of extracurricular activities including the Amherst Junior Golf Program and AC Lawn Service. Austin has been on AYTC for two years now and would like to make an even stronger relationship with the community and youth by sitting on Council. With fellow AYTC members Austin plans to make the Town of Amherst an even more youth friendly community.

#### Abby Letcher– National Anthem Singer

Abby Letcher is a grade 9 integrated French student at ARHS. She loves playing a variety of instruments including trumpet with the ARHS band. Abbey is also a dancer and teacher with the Atlantic Dance Academy. Let's all welcome Abby and ask her to lead off Council meeting by singing O'Canada.



# Public Library Funding

February 2017

# Regional Libraries in Nova Scotia

Nova Scotia Regional Libraries





# Locations



Advocate



Four Fathers Memorial (Amherst)



Oxford



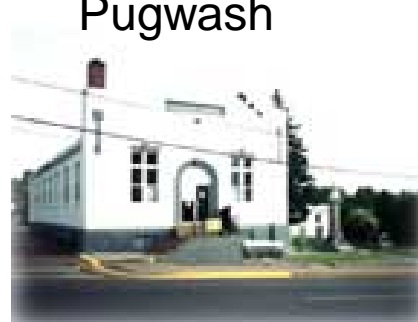
Parrsboro



Pugwash



River Hebert



Miners Memorial (Springhill)

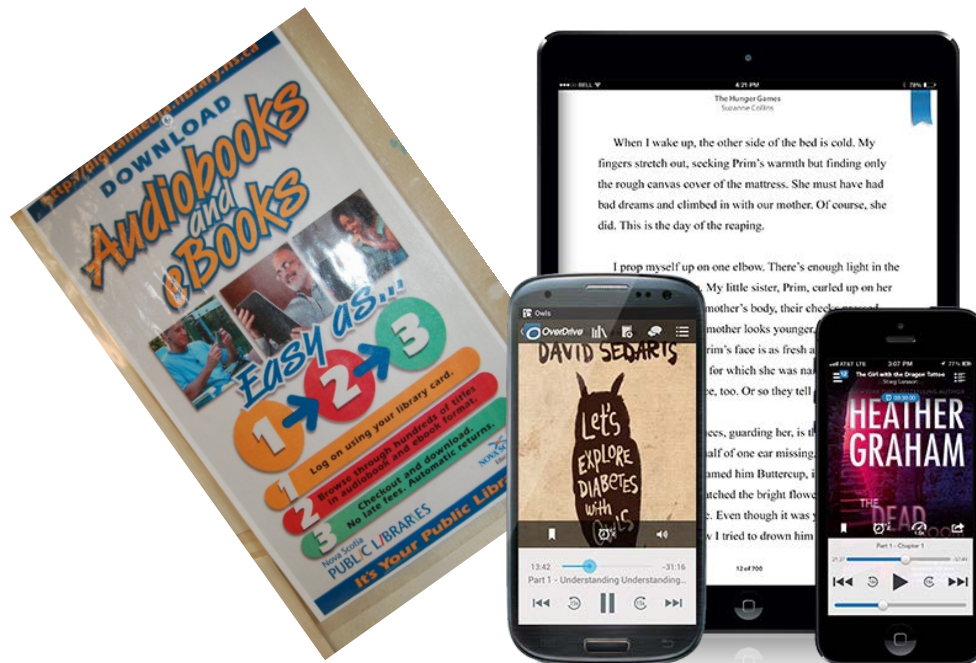
# What We Offer: Collection



Books, movies, TV shows, E-books, magazines, audiobooks, & more

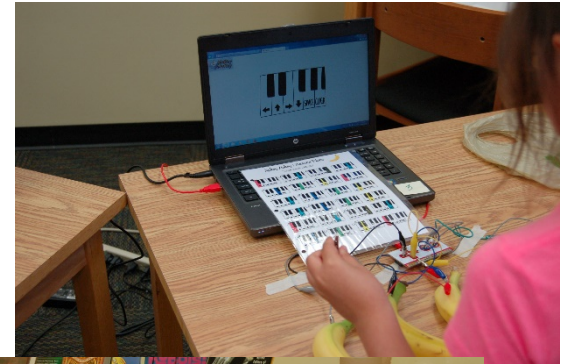
# Downloadable Audiobooks & E-Books

- Introduced in July of 2010
- Over 9,300 items checked out last year alone



# Programs

- Summer Reading programs for all ages
- Craft and Fun Programs for all ages
- Teen nights
- Author visits
- Information Sessions
- CART early literacy program
- Book Clubs
- Technology help





# How we do!

- 118,782 items borrowed last year (3% increase over the year before)
- 7,594 active registered users (24% of the population of the county)
- 8,399 people attended our programs
- Public computers in use for over 18,000 hours and wifi in use for over 7,500 hours

# How Amherst Does

- 51,029 items borrowed last year (3% increase over the year before)
- 4,065 active registered users (43% of the population Amherst)
- 239 programs with 5,048 people in attendance
- Eight public computers in use for over 8,600 hours and wifi in use for almost 2,200 hours
- An estimated 60,000 people came through our doors

# Provincial Funding

Year	County	Amherst	Oxford	Parrsboro	Springhill	Province
<b>2010-11</b>	99,397	58,876	7,314	8,686	24,526	543,000
<b>2011-12</b>	99,397	58,876	7,314	8,686	24,526	541,100
<b>2012-13</b>	104,367	61,820	7,680	9,120	25,752	541,100
<b>2013-14</b>	104,367	61,820	7,680	9,120	25,752	541,100
<b>2014-15</b>	104,367	61,820	7,680	9,120	25,752	550,000
<b>2015-16</b>	130,119	61,820	7,680	9,120	n/a	550,000
<b>2016-17</b>	136,959	61,820	7,680	2,280	n/a	550,000
<b>2017-18</b>	139,239	61,820	7,680	n/a	n/a	550,000

# What We've Cut

- All databases have been cut (Ancestry will be cut in March when it comes up for renewal)
- Online encyclopedia cut in 2014/15
  - reduces access to newspapers, reliable health information, car repair information, and more
- Movie license (Criterion will be cut in June)
  - no more afterschool movies or classic movie nights

- Programs
  - we'll be reducing the programs we participate in which means less people through the door and further diminishes our ability to make an impact on the community (over 8,300 people attend programs in 2015-16)
- Library materials
  - Books, magazines, movies, ebooks - the main reason most people come to the library
- Technology and technology training
  - Our computers were replaced out of money saved over several years. As they fail we will be unable to replace them.

- Staffing
  - Eliminated 1 FTE in 2012/13
  - Staff will not receive a cost of living increase
    - This reduces spending in our communities as staff struggle to pay for necessities
  - Less staff training
    - we can't do more than what is required by law (ie. First aid)

# Option A

Branch	Current hours	Reduced hours	Amount cut	Savings from staffing
Advocate	20/wk	17.5/wk	2.5 hrs	\$1,833
Parrsboro	27/wk	25/wk	2 hrs	\$1,400
Pugwash	27/wk	25/wk	2 hrs	\$1,466
River Hebert	20/wk	17.5/wk	2.5 hrs	\$1,798
Springhill	34/wk	28/wk	6 hrs	\$4,315
Amherst	51/wk	44/wk	7 hrs	n/a
Oxford	25/wk	18/wk	7 hrs	\$5,081

Cut hours at all locations

# Option B

	Salary cost	Circulation	Cost/ circulation	Hours open	Circulation/ open hours
Advocate	\$18,084	2,032	\$8.90	973	2.1
Amherst	\$69,199	51,029	\$1.36	2,416	21.1
Oxford	\$19,175	5,760	\$3.33	1,167	4.9
Parrsboro	\$23,200	8,809	\$2.63	1,363	6.5
Pugwash	\$20,787	9,959	\$2.09	1,312	7.6
River Hebert	\$14,524	5,194	\$2.80	992	5.2
Springhill	\$26,061	10,367	\$2.51	1,635	6.3

Cut a location completely

# Option C

Request an increase from the Municipalities

A 10% increase from each municipality would allow us to keep the doors open on all the branches and not cut hours.

Cumberland County	+ \$13,924
Amherst	+ \$6,182
Oxford	<u>+ \$768</u>
	\$20,874

This option means offloading provincial responsibilities to the municipalities.

# Thank You!

We need your help.

Please help us provide equitable library service to the people of Cumberland County.

**TOWN OF AMHERST**  
**Regular Council Meeting**  
**Minutes**

**Date:** January 23, 2017  
**Time:** 7:00 pm  
**Location:** Council Chambers, 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  
Dwayne Pike, Deputy Police Chief  
Vince Arbing, Treasurer  
Bill Schurman, Director Recreation  
Greg Jones, Fire Chief  
Rebecca Purdy, Executive Assistant  
Karen Brookins, Marketing & Communications

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**1. APPEAL HEARING**

**1.1 10 Newton Avenue Demolition Order (4221)**

The appeal hearing on the 10 Newton Avenue Demolition Order issued by the Planning Advisory Committee was called to order at 6:30 PM

Jason MacDonald, Deputy CAO - Operations provided a brief summary of the Planning Advisory Committee's order to demolish the building at 10 Newton Avenue. Council asked questions of the Administrator; the Administrator confirmed that a registered letter had been delivered by Canada Post to the property owner informing him about this appeal hearing. The owner of the property was not present, nor was a representative of the owner. The complainant was present, Wayne Landry, who owns the property next door. He told Council he is unable to sell his property due to the condition of the house next door. This concluded the appeal hearing.

**2. CALL TO ORDER**

Mayor Kogon called the meeting to order at 7:03 PM. He introduced the Youth Council member present, Olivia Pulsifer, and the National Anthem singer, Casey Arseneau.

**3. O'CANADA (Casey Arseneau)**

**4. APPROVAL OF AGENDA/MINUTES**

**4.1 Approval of the Agenda (4360)**

**Moved By Deputy Mayor Christie  
Seconded By Councillor MacKenzie  
To approve the agenda**

**Motion Carried**

Subsequent to this motion to approve the agenda, it was later amended by motions to include 5.5 Citizen Appointments to the Audit Committee and 9.1 CJSMA Fire Code Inspection.

**4.2 Approval of Minutes - December 19, 2016 (4361)**

**Moved By Councillor Rhindress  
Seconded By Councillor Jones  
To approve the minutes of the December 19, 2016 Regular Council meeting**

**Motion Carried**

**5. REQUESTS FOR DECISION**

**5.1 Smart Grid - Net Zero Energy (4215)**

**Moved By Councillor Blanch  
Seconded By Deputy Mayor Christie  
That Council commit the Town to spend at least \$5,000 (10%) and up to \$12,500 (25%) as the Town's contribution to a \$50,000 Smart Grid/Smart Community Pilot Project Feasibility Study, to be funded from the Economic Development budget.**

**Motion Carried**

**5.2 10 Newton Avenue Demolition Order (4221)**

**Moved By Councillor MacKenzie  
Seconded By Councillor Jones  
That the dwelling at 10 Newton Avenue be demolished and foundation backfilled, and further, that all debris, rubbish and building materials be**

removed from the property within 30 days of this date, with all work to be done by the property owner(s). Failure to do so will result in the Town completing the work and adding the costs to the tax account of the property.

**Motion Carried**

**5.3 Catering/Bar Services Policy for CCUBIC (3741)**

**Moved By Deputy Mayor Christie**

**Seconded By Councillor Byrne**

**That Council approve an amended User Fee Policy #3470-03, addressing the usage of the Community Credit Union Business Innovation Centre**

**Motion Carried**

**5.4 Facility Naming Policy (3590)**

*Councillor Jones declared a potential conflict as his brother, Dwight Jones, is named in this report; he excused himself from the Council table for the discussion and decision on this issue.*

**Moved By Councillor Byrne**

**Seconded By Councillor Rhindress**

**That Council approve the Naming Public Lands and Town Owned Facilities Policy, number 2000-03**

Against (1): Councillor Blanch

**Motion carried 5-1**

**5.5 Citizen Appointments to the Audit Committee (3703)**

**Moved By Councillor Jones**

**Seconded By Councillor Blanch**

**To amend the agenda to include Citizen Appointments to the Audit Committee as item 5.5**

**Motion Carried**

**Moved By Councillor Rhindress**

**Seconded By Councillor Blanch**

**Motion Carried**

**6. INFORMATION / DISCUSSION ITEMS**

**7. INTERNAL COMMITTEE REPORTS**

**7.1 Planning Advisory Committee (4363)**

Councillor MacKenzie presented the report on behalf of the Planning Advisory Committee

**7.2 Amherst Youth Town Council (4364)**

Youth Councillor Olivia Pulsifer presented the report on behalf of the Amherst Youth Town Council and addressed comments and enquiries from Council.

**8. EXTERNAL COMMITTEE REPORTS**

**8.1 Cumberland Public Libraries (4382)**

Councillor MacKenzie presented the report on behalf of the Cumberland Public Libraries Board

**8.2 Cumberland YMCA (4367)**

Deputy Mayor Christie presented the report on behalf of the Cumberland YMCA

**8.3 Cumberland Joint Services Management Authority (4365)**

Councillor Byrne reviewed the highlights of the CJSMA report included in the agenda.

**8.4 Northern Region Solid Waste Committee (4366)**

Councillor Rhindress presented the report on behalf of the Northern Region Solid Waste Committee.

**8.5 L. A. Animal Shelter (4396)**

Mayor Kogon presented the report on behalf of the L A Animal Shelter and addressed comments and enquiries from Council.

**9. ADDITIONAL ITEM**

**9.1 CJSMA – Fire Code Inspection (4395)**

**Moved By Councillor Blanch**

**Seconded By Deputy Mayor Christie**

**To amend the agenda to include CJSMA – Fire Code Inspection to the agenda as item 9.1**

**Motion Carried**

**Moved By Councillor Rhindress**

**Seconded By Councillor Jones**

**That the Council accepts the recommendation of the CJSMA to fund the**

**purchase of 20 sea containers in the amount of \$100,000 in the 2016/17  
fiscal year to address the identified safety concern**

**Motion Carried**

**10. ADJOURNMENT**

**Moved By Councillor Rhindress  
Seconded By Councillor Blanch  
To adjourn at 7:50 PM**

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Gregory D. Herrett, CPA, CA  
Chief Administrative Officer

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David Kogon, MD  
Mayor

# SYNOPSIS

## Development Agreement – Mallard Drive

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An application by the property owner has been made for a Development Agreement to construct two four-unit townhouse dwellings in addition to the existing four-unit townhouse dwelling on properties located at 34 Mallard Drive (PID 25499872) and 36-40 Mallard Drive (PID# 25497553).

The subject 1.4 acre property is located in the General Residential Zone, which permits residential developments with over four-dwelling units by development agreement. The proposed townhouse dwellings are located relatively close to other existing townhouse dwellings due to the significant impediment of sewer easements that run across the property. To mitigate the reduced separation and resident privacy, the agreement requires the developer to install and maintain a vegetative buffer, and construct a larger deck for one of the townhouses. As outlined in the staff report to PAC, the proposed configuration exceeds the minimum requirements in Land Use Bylaw with respect to building separation, and amenity space for residents. The report also provides analysis of other building configurations with the conclusion that this proposal is the best possible scenario.

A Public Participation session held by the Planning Advisory Committee, was attended by approximately 12 residents. Concerns raised by residents included a perceived lack of privacy of the residents, and the potential for better alternative building configurations. The following is the recommendation of the Planning Advisory Committee:

### **MOTION:**

**That Council approve first reading of the proposed Development Agreement for 34 and 36-40 Mallard Drive to allow construction of two four-unit townhouse dwellings in addition to the existing four-unit townhouse dwelling on properties located at 34 Mallard Drive (PID 25499872) and 36-40 Mallard Drive (PID# 25497553) and that a Public Hearing on the matter be scheduled for March 27, 2017 at 6:30 pm.**

# REQUEST FOR PLANNING DECISION

# RPD# 2017002

Date: February 27, 2017

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**SUBJECT:** 34 & 36-40 Mallard Drive Development Agreement Application

**RECOMMENDATION OF THE PLANNING ADVISORY COMMITTEE:**

That Council approve first reading of the proposed Development Agreement for 34 and 36-40 Mallard Drive to allow construction of two four-unit townhouse dwellings in addition to the existing four-unit townhouse dwelling on properties located at 34 Mallard Drive (PID 25499872) and 36-40 Mallard Drive (PID# 25497553) and that a Public Hearing be scheduled for March 27, 2017 at 6:30 pm.

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**RECOMMENDATION:** **Report/Document:** Attached Staff report to PAC, Draft Agreement

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**KEY ISSUE(S) CONCEPTS DEFINED:**

The subject 1.4 acre property is located in the General Residential Zone, which permits residential developments with over 4-dwelling units by development agreement. The proposed townhouse dwellings are located relatively close to other existing townhouse dwellings due to the significant impediment of sewer easements that run across the property. To mitigate the reduced separation and resident privacy, the agreement requires the developer to install and maintain a vegetative buffer, and construct larger deck for one of the townhouses. As outlined in the staff report to PAC, the proposed configuration exceeds the minimum requirements in Land Use Bylaw with respect to building separation, and amenity space for residents. The report also provides analysis of other building configurations with the conclusion that this proposal is the best possible scenario.

**PUBLIC PARTICIPATION:**

A Public Participation Session was held and attended by approximately 12 residents. Concerns raised by residents included a perceived lack of privacy of the residents, and the potential for better alternative building configurations.

**RELEVANT POLICY:**

**Municipal Planning Strategy Policy**

RP-9 – Medium and High Density by Development Agreement.

RP-11 - Support affordable housing through variety of housing type and density.

RP-12 – Policies that support efficient use of land.

**RESPONSE OPTIONS:**

1. Give First Reading of the Development Agreement, and schedule a Public Hearing.
2. Refer the issue back to Planning Advisory Committee for further consideration and options.
3. Refuse to enter into the agreement.

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**IMPLICATIONS OF PAC RECOMMENDATION:**

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**GENERAL:**

The proposed DA is in general conformance with the Town's policies and regulations.

**COMMUNICATION:** A public hearing is required should Council want to consider this application.

**OTHER COMMENTS:**

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Submitted by: Andrew Fisher, Senior Planner  
Planning and Development

Approved by: Jason MacDonald  
Deputy CAO

To: Planning Advisory Committee  
From: Andrew Fisher, Senior Planner and Business Development Officer  
Date: February 6, 2017  
Subject: **34 Mallard and 36-40 Mallard Drive –Development Agreement to allow two additional 4-unit townhouse dwellings.**

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## **PROPOSAL:**

An application by the property owner to obtain permission pursuant to Policy RP-9 of the Municipal Planning Strategy (MPS) of the Town of Amherst, to construct two 4-unit townhouse dwellings in addition to the existing 4-unit townhouse dwelling on properties located at 34 Mallard Drive (PID 25499872) and 36-40 Mallard Drive (PID# 25497553).

This report is supplemental to the January 9, 2017 report enclosed that provide a broader review of the MPS policies relevant to this proposal. Members are asked to review the January 9 report enclosed. The current proposal remains largely the same, except for two changes: 1) the distance between Proposed building B and the existing building fronting on Mallard Drive has been increased from 7.03 ms to 8.03 ms; and 2) Agreement Schedule C, section 1.7 adds the requirement for a vegetation barrier or a tree planting along the driveway.

## **BACKGROUND:**

At the January 9 PAC meeting, following a Public Participation Opportunity, the Committee passed a motion to, “...*defer the application and instruct Staff to provide more information or negotiate changes to the agreement as a result of the concerns expressed here this evening*”.

As noted in the meeting minutes, concerns were focused around the perceived lack of separation between the buildings, and the consequent lack of outdoor amenity space and privacy for residents. Given the size of the subject lot it was suggested that another configuration of the buildings could mitigate these concerns.

Staff met with the proponent and analyzed various building configurations, shown on the enclosed photographs. The proposed buildings are shown with a 10 m parking area in front to allow for a 1.5m flower bed, 6m long parking space and a 2.5m turning area. Where some of the configurations provide an increase in building separation, there are parking area conflicts between either the two proposed units and/or the rear yard of existing buildings. Where buildings are shown abutting easements these scenarios require fill, and/or raised decks. The raised deck overlooking the marshlands would be advantageous, but will likely render the balance of the amenity area useless due to the lower or steep grade down to the marshlands. The result could be a net reduction in privately used amenity space per unit.

Turning one or both buildings so that the front(s) face the rear yards of the existing buildings may also reduce privacy for the existing buildings. The front is where the vehicles come and go, and tends to have more activity than the side or rear yards. Rear yards tend to be used in a similar way, so placing these areas adjacent to each other, even if small, tends to reduce the potential for disturbance and loss of privacy.

In comparison with the other scenarios, Staff remain of the opinion that the proposed configuration is, on balance, the best scenario, particularly where bringing in fill is not considered feasible by the proponent. The following provides further context:

Parking Area – As proposed, parking configuration minimizes awkward vehicles movements. Parking spaces are oriented at 90 degrees to the driveway, whereas the other configurations

require turn 180 degrees to get in and out of the driveway. This proposed also allows the shared space for turning vehicles, which reducing the dominance of the parking area on the lot. This is inline with MPS policy RP-9 (c). In addition, the parking facing toward each other may reduce the impact of vehicle movement on adjacent properties because parking areas are not directly adjacent to rear yards.

Amenity Space – LUB section 7.1.4 requires a minimum of 20 m<sup>2</sup> of useable greenspace per dwelling unit. This proposal provides over 812 m<sup>2</sup> of space where 240 m<sup>2</sup> is required. The 812 m<sup>2</sup> does not include the large area north of the proposed buildings.

Moreover, each unit will have its own rear patio that is 6 m<sup>2</sup> (64 sqft), and 10 m<sup>2</sup> for the units in proposed building B. This space meets and exceeds the minimum space required under the LUB for apartment buildings (section 7.1.4b). However, unlike a typical apartment patio the residents have use of the surrounding lawn, so the amenity space is significantly larger than just the patio.

Grouped Buildings –LUB section 7.1.6 requires a minimum 6 m separation between multi-unit residential buildings that share a lot. This proposal exceeds this minimum requirement.

#### **RELEVANT POLICY AND DISCUSSION:**

As described in the January 9 PAC report enclosed, and further indicated above, Staff feel the proposal meets the general intent MPS policies and many requirements of the Land Use Bylaw. Conversely, should the Committee feel that the proposal does not meet the intent of the MPS and wishes to recommend that Council reject the proposal, it is incumbent upon the Committee to identify a specific policy that is not being followed.

#### **CONCLUSIONS:**

The proposal generally conforms to the relevant policies of the MPS and LUB.

#### **MOTION OPTIONS:**

- Option One: I move that the Planning Advisory Committee recommend that Council enter into the proposed Development Agreement for 34 and 36-40 Mallard Drive as drafted by Staff.
- Option Two: I move that the Planning Advisory Committee recommend to Council not to enter into the Development Agreement for 34 and 36-40 Mallard Drive, as the proposal does not conform to Municipal Planning Strategy Policy \_\_\_\_\_.
- Option Three: I move that the Planning Advisory Committee defer the application and instruct Staff to provide more information or negotiate changes to the agreement.

#### **STAFF RECOMMENDATION: Option One.**

To: Planning Advisory Committee  
From: Andrew Fisher, Senior Planner and Business Development Officer  
Date: January 9, 2017  
Subject: **34 Mallard and 36-40 Mallard Drive –Development Agreement to allow two additional 4-unit townhouse dwellings.**

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**PROPOSAL:**

An application by the property owner to obtain permission pursuant to Policy RP-9 of the Municipal Planning Strategy of the Town of Amherst, to construct two 4-unit townhouse dwellings in addition to the existing 4-unit townhouse dwelling on properties located at 34 Mallard Drive (PID 25499872) and 36-40 Mallard Drive (PID# 25497553).

**BACKGROUND:**

Site Details: The subject lands zoned General Residential consist of two parcels with a combined area of approximately 5,784 m<sup>2</sup> (1.4 acres). As shown on the enclosed Site Plan, the lands contain one 4-unit townhouse that fronts directly on Mallard Drive. Townhouse dwellings surround the subject property to the southwest, northeast, and across Mallard Drive. The northern third of the property slopes down to the marshlands. The crisscrossing hatched lines represent Town sewer easements where permanent structures are not permitted. As such, the northern third of the land is undevelopable.

Proposal Details: The two, 4-unit townhouse dwellings would be located behind the existing townhouses, and would share street access and a driveway. As mentioned above, development of the lands are significantly restricted by the sewer easements, which is why the dwellings are in the proposed configuration.

**RELEVANT POLICY AND DISCUSSION:**

As per LUB Section 3.8, staff confirm that notification was completed as per the Town’s Public Notification Policy.

Under Section 7.2.2(d) of the Land Use Bylaw, residential developments greater than 4 units are permitted by Development Agreement, subject to Policy RP-9 of the Municipal Planning Strategy (MPS).

**RP-9** *Within the Residential Designation, it shall be the intention of Council to ensure medium and high density residential development occur in a manner compatible with a low density residential neighbourhood. Specifically, Council shall require that all residential developments greater than 4 dwelling units per property, be subject to a Development Agreement. In negotiating such an agreement Council shall:*

**(a)** *Ensure that the structure is located on the lot in such a manner as to limit potential impacts on surrounding low density residential developments;*

The proposed townhouses fits the surrounding built form, and should not have a direct impact on lower density residential uses in the surrounding neighbourhood.

**(b)** *Ensure that the development provides sufficient on-site parking, and appropriate access to, and egress from the street;*

- (c) Ensure that the location of parking facilities does not dominate the surrounding area, including utilization of vegetation and fences to mitigate the aesthetic impacts of parking lots;*

All parking for the development is located onsite at a rate of one space per unit, with appropriate street access.

- (d) Ensure that any on site outdoor lighting does not negatively impact the surrounding properties;*

- (e) Ensure that any signage on the property is sympathetic to the surrounding residential properties;*

Consideration (d) and (e) are stipulated under Schedule 'A' Terms and Conditions in the Development Agreement.

- (f) Require the use of vegetation to improve the aesthetic quality of the development;*

The Development Agreement stipulates under Schedule 'A' that visual barrier be installed and maintained between the dwellings.

- (g) Ensure that the architecture of the building is sympathetic to any existing development in the surrounding area.*

The proposed structure is the same as the surrounding built form.

More generally, the proposal conforms to the following MPS policies that speak to encouraging affordable housing, as well as, consideration for environmental principles such as efficient use of land and town infrastructure:

**RP-11** *It shall be the intention of Council to encourage and promote the provision of affordable housing units within all residential areas of the Town by:*

- (a) encouraging a mix of housing types and densities;*

**RP-8** *It shall be the intention of Council to encourage a mix of housing densities in all residential areas of town to encourage a mix of housing types and income groups in all residential areas.*

**RP-12** *It shall be the intention of Council to ensure that new residential areas:*

- a) provide for an efficient use of land;*
- b) provide for the efficient and economic extension of existing water, storm sewer and sanitary sewer systems and other utilities;*
- c) incorporates a hierarchy of streets that efficiently and safely accommodates traffic flows and proper access to other areas of Town;*
- d) provides for the efficient and safe movement of pedestrians and cyclists;*
- e) minimizes adverse effects on the environment;*
- f) provides for parks and other community uses in safe and central locations.*

The proposal specifically addresses efficient use of land and existing infrastructure, and will have minimal impact on traffic. Nearby access to the Town trail provides a direct route to park spaces such as Robbs Field, and the adjacent marshlands.

Finally, MPS Policy A-5 calls for a broader consideration for all matters related to planning:

**A-5** *It shall be the intention of Council, when considering an amendment to this or any other planning document, including the entering into or amendment of a development agreement, to consider the following matters, in addition to all other criteria set out in the various policies of this planning strategy:*

- (a) That the proposal conforms to the general intent of this plan and all other municipal bylaws and regulations.*

- (b) That the proposal is not premature or inappropriate by reason of:
  - (i) the financial capability of the Town to absorb any costs relating to the development;
  - (ii) the adequacy of municipal water, sanitary sewer and storm sewer services;
  - (iii) the adequacy of road networks, in, adjacent to, or leading to the development;
- (c) That consideration is given to the extent to which the proposed type of development might conflict with any adjacent or nearby land uses by reason of:
  - (i) type of use;
  - (ii) height, bulk and lot coverage of any proposed building;
  - (iii) parking, traffic generation, access to and egress from the site;
  - (iv) any other matter of planning concern outlined in this strategy.

While the proposal generally conforms to the above noted matters, the most substantial issue concerns the relatively small separation of the buildings; and consequently, a perceived lack of privacy between residents. The visual barrier requirements, and the requirement for larger decks for one of the new buildings, are intended to mitigate this issue. Moreover, by comparison the outdoor amenity spaces proposed for each dwelling unit would be larger than what would be typically provided in an apartment building.

#### **CONCLUSIONS:**

The proposal generally conforms to the relevant policies of the MPS and LUB.

#### **OPTIONS:**

Option One: Recommend that Council enter into the proposed Development Agreement for 34 and 36-40 Mallard Drive as drafted by Staff, subject to any revisions that may arise during the public participation process.

Option Two: Recommend to Council not to enter into the Development Agreement for 34 and 36-40 Mallard Drive, citing specific policies with which the proposal does not conform.

Option Three: Defer the application and instruct Staff to provide more information or negotiate changes to the agreement.

#### **STAFF RECOMMENDATION: Option One.**

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2017.

Between:

**Ocean Breeze Estates Limited** (owner of property located at 34 Mallard Drive [PID 25499872] and 36-40 Mallard Drive [PID 25497553], hereinafter called the "Owner"),

of the one part, and

**The Town of Amherst** (a body corporate in the Province of Nova Scotia, hereinafter called the "Town"),

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy RP-9 of the Municipal Planning Strategy of the Town of Amherst, to construct two 4-unit townhouse dwellings in addition to the existing 4-unit townhouse dwelling on properties located at 34 Mallard Drive (PID 25499872) and 36-40 Mallard Drive (PID# 25497553).

AND WHEREAS a condition of the granting of approval of Council is that the Owner enter into an Agreement with the Town;

AND WHEREAS the Council of the Town, at its meeting on the \_\_\_\_<sup>th</sup> Day of \_\_\_\_\_ 2017, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

AND WHEREAS the following Schedules shall be attached to and form part of this Agreement:

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' - Property Location Map
- (c) Schedule 'C' – Site Plan
- (d) Schedule 'D' – Building Elevation

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Town of the Development Agreement requested by the Owner, the Owner agrees as follows:

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may construct a maximum of twelve (12) dwellings units on the said Lands, subject to Schedules A, B, C, and D attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the

Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.

- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

**SIGNED, SEALED AND DELIVERED**

In the presence of

**THE TOWN OF AMHERST**

\_\_\_\_\_  
David Kogon MD, Mayor

\_\_\_\_\_  
Gregory D. Herrett, CAO

**FOR THE OWNER**

\_\_\_\_\_  
Andrew Cameron

## Schedule A

## 34 & 36-40 Mallard Drive - Development Agreement

Terms and Conditions:

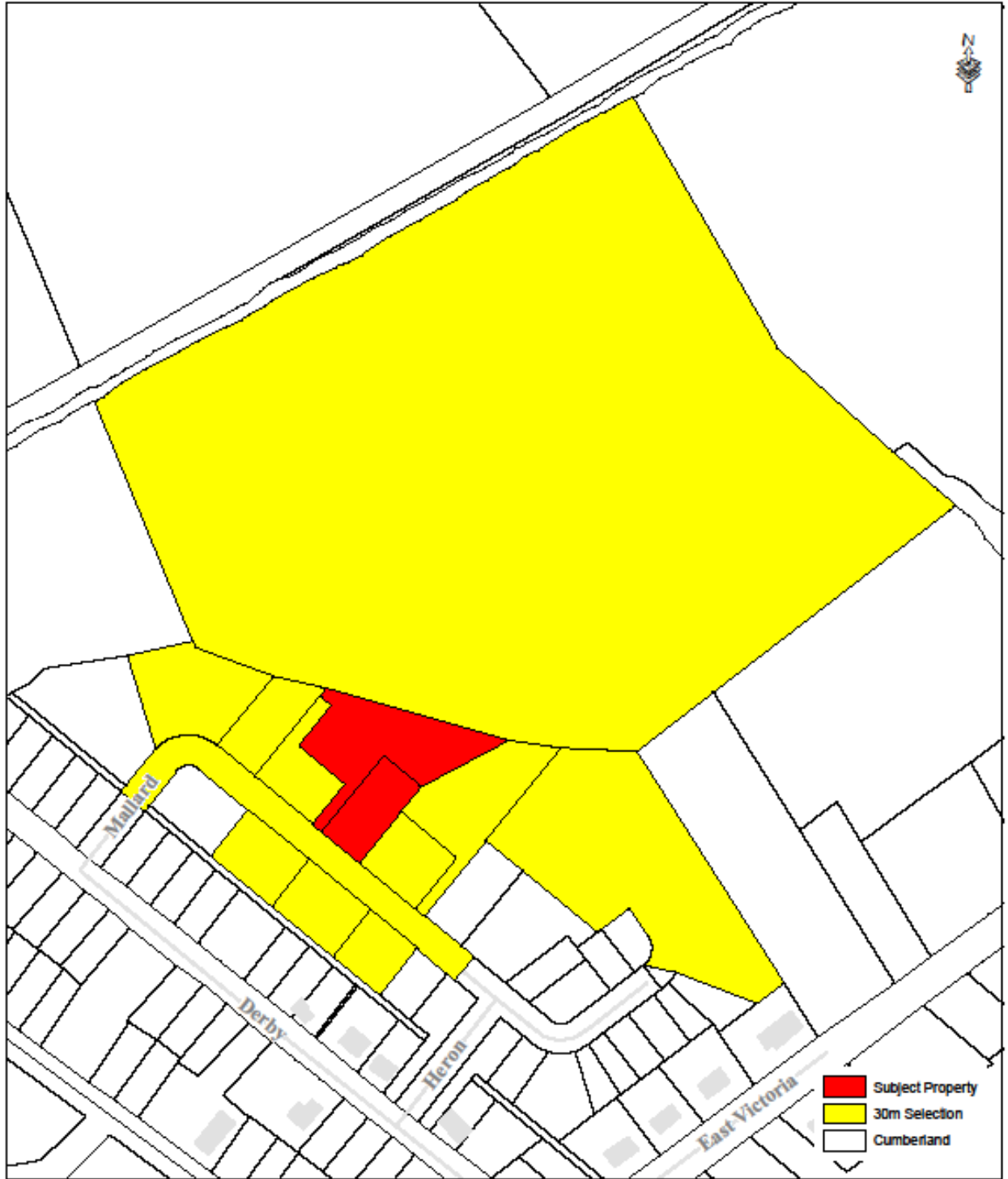
### 1.0 USE OF LAND AND BUILDINGS

- 1.1 The use of the property shall be limited to residential uses within a maximum of twelve (12) dwelling units in three detached, 4-unit townhouse dwellings in the general location shown on Schedule 'C'.
- 1.2 A minimum of one (1) parking space shall be provided for each dwelling unit on the Lands and shall be generally configured as shown on Schedule 'C'. For greater clarity, no more than four (4) parking spaces shall be permitted in the front yard of the existing townhouse dwelling that fronts directly onto Mallard Drive.
- 1.4 Accessory buildings may be permitted on the Lands in accordance with the *Town of Amherst Land Use Bylaw*.
- 1.5 The townhouse dwellings shall generally conform to the designs shown on Schedule 'D'. Variations to the architectural details may be permitted, to the satisfaction of the Development Officer.
- 1.6 The Owner shall be responsible for the installation and ongoing maintenance of a visual barrier in the locations shown as "Vegetation Barrier" on Schedule 'C'. A visual barrier shall be installed within six (6) months of receiving an Occupancy Permit, and shall be designed to have a minimum height of 1.5 metres.
- 1.7 The Owners shall be responsible for the planting and ongoing maintenance of a vegetation barrier, or four (4) juvenile trees at least 1.5 metres in height along one side of the driveway.
- 1.8 Rear decks along the northeast townhouse shall be at minimum 3 metres (10 feet) wide for each dwelling unit, measured along the length of the building.
- 1.9 The Owner shall be responsible for maintaining a screened solid waste containment area.

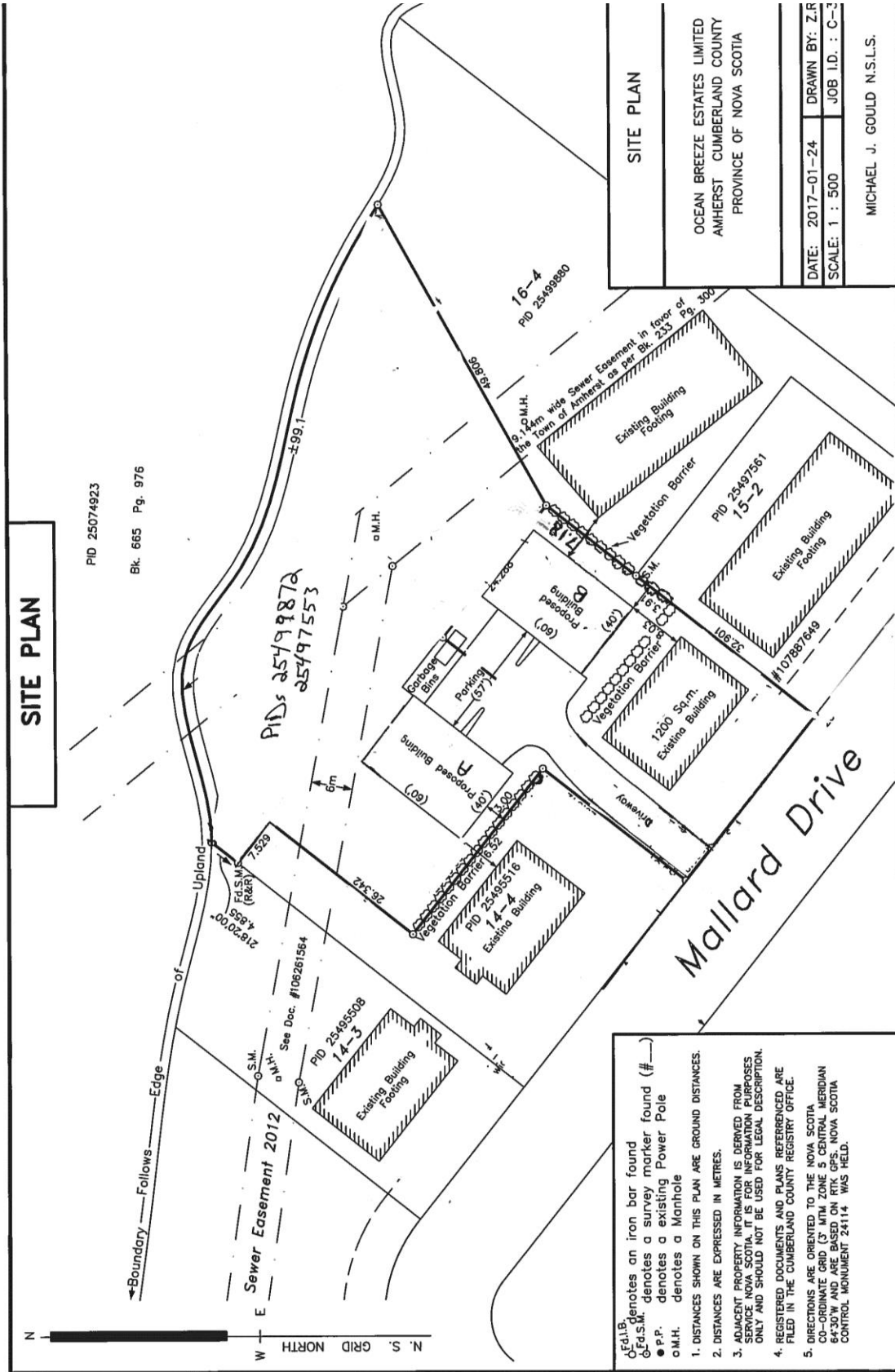
### 2.0 GENERAL REQUIREMENTS

- 2.1 The Owner shall keep the Lands and buildings and any portion thereof clean and in good repair. All elements of the development on the Lands shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 Signage on the property shall conform to the Town of Amherst *Land Use Bylaw*.
- 2.3 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.4 Solid waste management shall be in conformance with the Town of Amherst *Solid Waste Bylaw*.
- 2.5 The Owner shall be responsible for storm water management during and after construction.

# SCHEDULE 'B'



# SCHEDULE 'C'



**SITE PLAN**

PID 25074923  
Bk. 665 Pg. 976

PIDs 25499872  
25497553

○ F.d.S.M. denotes an iron bar found  
 ● F.d.S.M. denotes a survey marker found (# ---)  
 ● P.P. denotes an existing Power Pole  
 ○ M.H. denotes a Manhole  
 1. DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES.  
 2. DISTANCES ARE EXPRESSED IN METRES.  
 3. ADJACENT PROPERTY INFORMATION IS DERIVED FROM SERVICES, NOVA SCOTIA. IT IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE USED FOR LEGAL DESCRIPTION.  
 4. REGISTERED DOCUMENTS AND PLANS REFERENCED ARE FILED IN THE CUMBERLAND COUNTY REGISTRY OFFICE.  
 5. DIRECTIONS ARE ORIENTED TO THE NOVA SCOTIA CO-ORDINATE GRID (3° MTM ZONE 5 CENTRAL MERIDIAN 64°30'W AND ARE BASED ON RTK GPS, NOVA SCOTIA CONTROL MONUMENT 24114 WAS HELD.

**SITE PLAN**

OCEAN BREEZE ESTATES LIMITED  
AMHERST CUMBERLAND COUNTY  
PROVINCE OF NOVA SCOTIA

DATE: 2017-01-24 DRAWN BY: Z.R  
SCALE: 1 : 500 JOB I.D. : C-3

MICHAEL J. GOULD N.S.L.S.



# Synopsis

## 150 East Victoria Street – Development Agreement Application

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The owner of the subject property indicates that the continued operation of the existing 20 unit motel is no longer economically viable. He would like to convert the property into an 11 unit apartment complex with five units in the lower building and six units in the main building. Every two hotel rooms would be combined into a one bedroom apartment unit. The exterior dimensions of the buildings are not being altered.

Within the downtown, Municipal Planning Strategy Policy CP-15 regulates the conversion of ground floor commercial space to residential uses. Planning staff indicate that the proposal conforms to this policy and all other relevant policies of the MPS.

While Council has not yet made a decision on this application, Council is of the opinion that adequate information exists to give this application for a Development Agreement first reading so a public hearing can be scheduled, and an eventual decision made.

### **Motion:**

**That Council give first reading to the Development Agreement to convert the property located at 150 East Victoria Street from a 21 unit motel to an 11 unit apartment complex; and further, that a public hearing be scheduled for Monday, March 27, 2017 at 6:30 pm.**

# REQUEST FOR PLANNING DECISION

RPD# 2017003

Date: February 27, 2017

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**SUBJECT:** 150 East Victoria Development Agreement Application

**RECOMMENDATION:**

That Council approve first reading of the development agreement regarding 150 East Victoria Street and schedule a Public Hearing for March 27, 2017 at 6:30 pm.

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**RECOMMENDATION: Report/Document: Attached Staff report to PAC, Draft Agreement**

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**KEY ISSUE(S) CONCEPTS DEFINED:**

The owner of the property indicates that the continued operation of the existing 20 unit motel is no longer economically viable. He would like to convert the property into an 11 unit apartment complex with 5 units in the lower building and 6 units in the main building. Every two hotel rooms would be combined into a one bedroom apartment unit. The exterior dimensions of the buildings are not being altered.

Within the downtown, MPS Policy CP-15 regulates the conversion of ground floor commercial space to residential uses. The proposal conforms to this policy and all other relevant policies of the MPS.

As detailed in the original and supplemental reports to the PAC, staff are of the opinion that landscaped open space is not required on this property. Outdoor balconies are provided and high quality parks are nearby for the use of the residents. The buildings are obviously in existence in their current location, and due to the proximity to property lines landscaped buffers cannot be provided, nor are they required by the current policies of the MPS or regulations of the LUB.

**The existing use of the building as a motel with both short and long term rentals can continue indefinitely without the benefit of a development agreement. It can be argued that reducing the number of units from 21 to 11 will reduce traffic on the property. Furthermore, the renovations, including doubling the size of the units and the addition of kitchens, may result in a safer situation than the potential alternative of people trying to cook with inadequate resources.**

**PUBLIC PARTICIPATION SESSION SUMMARY:**

A Public Participation Session was held and was attended by approximately 12 residents. The major issues raised were related to the lack of landscaped open space, building code compliance and current esthetics of the property.

**The Planning Advisory Committee did not pass a motion resulting in a recommendation to Council on this issue.**

**RELEVANT MUNICIPAL PLANNING STRATEGY POLICY:**

**CP-15** – Ground Floor Residential Uses in the Downtown by DA (Summarized in the original PAC Report)

**SP-1** It shall be the intention of Council to encourage high density residential development in the Downtown Zone

**RP-11** It shall be the intention of Council to encourage and promote the provision of affordable housing units within all residential areas of the Town by:

(a) encouraging a mix of housing types and densities;

**RP-8** It shall be the intention of Council to encourage a mix of housing densities in all residential areas of town to encourage a mix of housing types and income groups in all residential areas.

**RESPONSE OPTIONS:**

1. Give First Reading of the Development Agreement, and schedule a Public Hearing.
2. Refer the issue back to Planning Advisory Committee for further consideration and options.

3. Refuse to enter into the agreement.

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**IMPLICATIONS OF PAC RECOMMENDATION:**

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**GENERAL:** The proposed DA is in general conformance with the Town's policies and regulations.

**COMMUNICATION:** A public hearing is required should Council want to consider this application.

**OTHER COMMENTS:**

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Submitted by: Jason MacDonald, Deputy CAO

Approved by: Gregory D. Herrett, CA  
Chief Administrative Officer

To: Planning Advisory Committee  
From: Jason MacDonald, MCIP, LPP, Deputy CAO  
Date: February 1, 2017  
Subject: **Supplementary Report**  
**150 East Victoria Street – Proposed Development Agreement to convert an existing motel into an apartment complex.**

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**PROPOSAL:**

An application by the property owner of 150 East Victoria Street (PIDs# 25343187 & 25005224) for a development agreement that would permit the existing motel to be converted into an 11 unit apartment complex.

**STATUS:**

At the January 9, 2017 meeting of the PAC a public participation session was held to consider the above application. At that meeting, the Committee passed the following motion:

**Moved by: Councillor MacKenzie      Seconded by: Deputy Mayor Christie**

**That the Planning Advisory Committee defer the application and instruct Staff to provide more information or negotiate changes to the agreement, with particular attention given to the lack of green space and the concerns raised in Mr. Ettinger’s letter of opposition, included as part of the minutes.**

**Motion Carried**

**UPDATE:**

Regarding the concern about lack of green space staff have spoken to the owner and he is not amenable to removing any asphalt and installing grass on the property. The owner has offered to install:

1. Benches at a few spots on the property;
2. A patio table and chair set outside each room;
3. A hanging flower basket outside of each room.

Staff Comments - Landscaping

While the development agreement process allows for the negotiation of aspects contained within the relevant policy it should be noted that the Land Use Bylaw waives the requirement for amenity space in multi-unit buildings when balconies are provided. In the proposed redevelopment, every unit will have an at grade balcony immediately outside their unit. Therefore, if the development was ‘as of right’ the amenity space would not be required.

Furthermore, it is not uncommon for multi-unit residential buildings in downtown urban locations to not provide landscaped open space. In these situations, nearby parks are used for this purpose. Not only do the parks provide amenity space for the local residents, but the increased usage of the parks by the residents provide for a more vibrant atmosphere for those people in the downtown area. This is a key component of the Centre First – Downtown Action Strategy adopted by the Town of Amherst.

### Staff Comments – Mr. Ettinger’s Letter

Mr. Ettinger lives adjacent to the subject property, just north of the rear building on Herbert Street.

After the introduction, the first part of the letter addressed the current use (motel and long term rentals) and law enforcement issues. While it is truly unfortunate that there are existing law enforcement issues on the site, strictly speaking, Land Use Planning cannot directly address these issues. I can advise that the current use (motel and long term rentals) is permitted to exist and may continue should the application for the development agreement not be approved. Furthermore, should the development agreement be approved, the number of units on the property will be reduced from 21 to 11, thus reducing the overall traffic on the property. Furthermore, it could be anticipated that the larger renovated units, which will include a kitchen, will be safer than the potential alternative of people trying to cook with inadequate resources.

Mr. Ettinger’s letter then addresses the requirement for ‘new one level apartment buildings in Amherst adhere to set backs providing green space for outdoor enjoyment for the residents while providing properties close by a buffer from these multi-units buildings’. While the above statement is true for such new developments in the Residential zone, these rules do not apply to existing buildings in the Downtown Zone.

Regarding the comments concerning the building code, any and all developments and renovations within the Town must conform to the National Building Code and Nova Scotia Building Code Regulations. While not necessarily required, the proposed development agreement can be amended to state that “Variations from the requirements of this development agreement in relation to the built structures are permitted in order to meet the National Building Code and Nova Scotia Building Code Regulations. Specifically, should non-combustible material be required along the outside walls this material will be permitted, with the design subject to the satisfaction of the Development Officer”.

Regarding the requirement for the front office portion of the building to be used for commercial purposes, the Town does have the authority to require this to be the case. However, given the existing market conditions for small, converted commercial space in the area, it is possible that the space may remain vacant, or attract a business that may not be ideal to the residents of the area.

Section 7.2.3 of the Land Use Bylaw applies to new residential construction in the Residential Zone and does not apply to this development.

Section 8.1.1 of the LUB is intended for new construction, not conversion of existing buildings.

Section 8.5 is a specific commercial zone and not applicable to this location.

Regarding the type of windows along the property lines, the Town may require that casement windows be installed to reduce noise impacts on adjacent properties.

### **Summary**

For reasons cited above, and in the original report, staff are of the opinion that landscaped open space is not required on this property. Outdoor balconies are provided and nearby high quality parks are nearby for the use of the residents.

The buildings are obviously in existence in their current location, and due to the proximity to property lines landscaped buffers cannot be provided, nor are they required by the current polices of the MPS or regulations of the LUB.

The existing use of the building as a motel with both short and long term rentals can continue indefinitely without the benefit of a development agreement. It can be argued that reducing the number of units from 21 to 11 will reduce traffic on the property. Furthermore, the renovations, including doubling the size of the units and the addition of kitchens may result in a safer situation than the potential alternative of people trying to cook with inadequate resources.

Staff have amended the proposed development agreement to include the outdoor amenities mentioned in this report, as well as the requirement for casement windows and reference to the National Building Code and Nova Scotia Building Code Regulations.

**Staff recommend that the Planning Advisory Committee recommend that Council enter into the attached development agreement for the existing motel to be converted into an 11 unit apartment complex.**

**Committee Options:**

1. I move that PAC recommend that Council **ENTER** into the attached development agreement for the existing motel to be converted into an 11 unit apartment complex.
2. I move that PAC recommend that Council **DO NOT** enter into the attached development agreement for the existing motel to be converted into an 11 unit apartment complex.
3. Recommend that Council enter into a modified development agreement.

To: Planning Advisory Committee  
From: Jason MacDonald, MCIP, LPP, Deputy CAO  
Date: January 9, 2017  
Subject: **150 East Victoria Street – Proposed Development Agreement to convert an existing motel into an apartment complex.**

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### **PROPOSAL:**

An application by the property owner of 150 East Victoria Street (PIDs# 25343187 & 25005224) for a development agreement to permit the conversion of an existing motel to an 11-unit apartment complex.

### **BACKGROUND:**

Site Details: The property in question contains two parcels, each containing 10 units of the existing 20-unit motel. In addition, there is currently one two bedroom apartment unit on the second floor of the main building. In total the properties are approximately 1664 m<sup>2</sup> in area, and are located in the Downtown Commercial Zone (outside the Core Area District). The properties are at the edge of the downtown commercial core. To the west, across Herbert Street is a large seniors facility. To the east, on East Victoria is a large converted apartment building, and to the north is a 2-unit detached dwelling. The remainder of Herbert Street consists of low density detached homes.

Proposal Details: The owner of the property indicates that the continued operation of the existing 20-unit motel is no longer economically viable. He would like to convert the property into an 11-unit apartment complex with 5 units in the lower building and 6 units in the main building. Every two hotel rooms would be combined into a one bedroom apartment unit (floor plan attached). The exterior dimensions of the buildings are not being altered.

### **RELEVANT POLICY AND DISCUSSION:**

As per LUB Section 3.8, staff confirm that notification was completed as per the Town's Public Notification Policy.

Municipal Planning Strategy policy CP-15 allows for the conversion of commercial uses to residential uses by development agreement:

***CP-15 It shall be the intention of Council to consider applications for ground floor residential uses in the Downtown Zone by Development Agreement excluding that portion of a building that abuts Church, Victoria and Havelock Streets. Outside said streets, applications for new residential buildings or ground floor conversion of existing commercial and institutional buildings will not be considered for residential uses unless it can be shown that such a conversion will not detract from the commercial character of the surrounding streetscape.***

*In negotiating such a development agreement, Council shall take into account:*

- (a) the location, height, bulk of the building;*
- (b) the architecture of the building;*
- (c) signage;*
- (d) parking facilities;*
- (e) landscaping;*
- (f) pedestrian access;*
- (g) the unique characteristics of the property and its relationship to the surrounding streetscape;*
- (h) that the ground floor frontage of any building fronting on Church, Havelock or Victoria Streets shall be used for commercial purposes.*

**(a) the location, height, bulk of the building;**

As previously mentioned the exterior dimensions of the building are not being altered. That being said, the current structures on the lots currently satisfy all Land Use Bylaw requirements in regards to minimum standards for setbacks and lot area as the minimum front, side and rear yards in the Downtown Commercial zone is 0 meters.

**(b) the architecture of the building;**

Again, the exterior dimensions of the building are not being altered; therefore significant changes to the architecture of the buildings are not easily achieved. New windows and doors have recently been installed on some of the units and will be installed soon on the remainder. The vast majority of the building is one story and for the most part, the lower half is constructed of brick while the upper half is made up almost entirely of windows and doors.

**(c) signage;**

There will be no commercial signage permitted on the building and the existing freestanding sign at Victoria Street will be removed.

**(d) parking facilities;**

Significant changes to the parking facilities on the property are not easily achieved. The property was designed as a drive up motel and parking is proposed to remain in front of each unit. The asphalt on the property is in fairly good condition.

**(e) landscaping**

The Development Agreement stipulates under Schedule 'A' that all areas not used for buildings and parking be landscaped. As well over grown vegetation will be required to be removed.

**(f) pedestrian Access**

Pedestrian access is achievable from Herbert Street as well as east Victoria Street.

**(g) the unique characteristics of the property and its relationship to the surrounding streetscape;**

The characteristics of the property and their relation to the surrounding streetscape will not be altered. The exterior of the building will remain largely the same as it is now.

**(h) that the ground floor frontage of any building fronting on Church, Havelock or Victoria Streets shall be used for commercial purposes.**

There is no direct access to the building off of Victoria Street. The current use of the Victoria Street end of the building is the motel office which will be used for administrative purposes for the apartment complex and potentially an area for laundry facilities. The purpose of this clause is to require the continuation of an 'active storefront' along the main streets downtown. As this use never included an actual 'active storefront', is outside the Core Area District and is adjacent to the residential uses on Victoria Street, requiring this end of the building to be converted to a commercial operation is not the intent of the planning policy.

More generally, the proposal supports the following MPS Policies:

**SP-1** It shall be the intention of Council to encourage high density residential development in the Downtown Zone

**RP-11** It shall be the intention of Council to encourage and promote the provision of affordable housing units within all residential areas of the Town by:

- (a) encouraging a mix of housing types and densities;

**RP-8** It shall be the intention of Council to encourage a mix of housing densities in all residential areas of town to encourage a mix of housing types and income groups in all residential areas.

Finally, the proposal satisfies all relevant aspects of MPS Policy A-5:

**A-5** It shall be the intention of Council, when considering an amendment to this or any other planning document, including the entering into or amendment of a development agreement, to consider the following matters, in addition to all other criteria set out in the various policies of this planning strategy:

(a) That the proposal conforms to the general intent of this plan and all other municipal bylaws and regulations.

(b) That the proposal is not premature or inappropriate by reason of:

(i) the financial capability of the Town to absorb any costs relating to the development;

(ii) the adequacy of municipal water, sanitary sewer and storm sewer services;

(iii) the adequacy of road networks, in, adjacent to, or leading to the development;

(c) That consideration is given to the extent to which the proposed type of development might conflict with any adjacent or nearby land uses by reason of:

(i) type of use;

(ii) height, bulk and lot coverage of any proposed building;

(iii) parking, traffic generation, access to and egress from the site;

(iv) any other matter of planning concern outlined in this strategy.

While not a matter to be considered in the land use planning process, the proposed renovations will have to satisfy all relevant provision of the National Building Code and Nova Scotia Building Code Regulations.

## **CONCLUSIONS:**

The proposal generally conforms to the relevant policies of the MPS and LUB. Staff do not anticipate significant negative impacts on the surrounding neighbourhood.

## **OPTIONS:**

Option One: Recommend that Council enter into the proposed Development Agreement for 150 East Victoria Street as drafted by Staff, subject to any revisions that may arise during the public participation process.

Option Two: Recommend to Council not to enter into the Development Agreement for 150 East Victoria Street, siting specific policies with which the proposal does not conform.

Option Three: Defer the application and instruct Staff to provide more information or negotiate changes to the agreement.

**STAFF RECOMMENDATION: Option One.**

## Letter from Applicant

Good morning mr Macdonald

My mother and I bought the motel 9 years ago thinking of putting a manager in and we would be on pension, but after a few months we noticed that the income was not as good as we were told. In the nine years we made a lot of improvements, about \$150,000 worth but that did not help, people want a more modern looking building with all the amenities. We also lowered the price from \$89.00 down to 475.00 also did not help. For the last 4 years we closed 10 of our 20 rooms. I stay in the office and my Mom does the laundry, she is 94 and she does not want to do it anymore, I am 73 and I agree with her. So instead of having an empty building, we would turn them into 10 one bedroom apartments, easy acces.

Thank you

Jack

Case No. DA-2017-01

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2017.

Between:

**Jack Van Der Donk** (Owner of property located at 150 East Victoria Street [PIDs 25343187 & 25005224], hereinafter called the "Owner")

of the one part

- and-

**The Town of Amherst** (a body corporate hereinafter called the "Town")

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy CP-15 of the Municipal Planning Strategy of the Town of Amherst, to convert a 20-unit motel into an 11-unit apartment complex on properties located at 150 East Victoria Street (PIDs 25343187 & 25005224.

AND WHEREAS a condition of the granting of approval of Council is that the Owner enter into an agreement with the Town;

AND WHEREAS the Council of the Town, at its meeting on the \_\_\_\_ Day of \_\_\_\_\_ 2017, approved the said development agreement subject to the registered owner of the land described herein entering into this agreement;

AND WHEREAS the following Schedules shall be attached to and form part of this Agreement:

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' – Site Map
- (c) Schedule 'C' - Building Floor Plans

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Town of the development agreement requested by the Owner, the Owner agrees as follows:

- 1) That the Owner is the registered owner of the aforesaid lands in the Town of Amherst, hereinafter called the Lands. The aforesaid Lands are the only lands in the Town of Amherst to which this agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached hereto and forming part of this agreement.
- 2) That the owner may convert the existing 21-unit motel to an 11-unit apartment complex, subject to the following Schedules A and B, attached.

- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.
- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this agreement, the Town shall retain the right to discharge the agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the Municipal Government Act, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the Municipal Government Act.

SIGNED, SEALED AND DELIVERED

FOR THE TOWN OF AMHERST

in the presence of

\_\_\_\_\_  
David Kogon  
Mayor

\_\_\_\_\_  
Gregory D. Herrett, CA  
Chief Administrative Officer

FOR THE OWNER

\_\_\_\_\_  
Jack Van Der Donk

## **Schedule A**

## **150 East Victoria Street - Development Agreement**

### Terms and Conditions:

1. The use of the property shall be limited to an 11-unit, 2-building apartment complex.
2. The bulk and height of the buildings shall not be altered, and the exterior character of the apartment buildings shall remain largely the same.
3. Solid waste management shall be in conformance with the Town of Amherst Solid Waste Bylaw.
4. A minimum of 11 parking spaces shall be maintained on the site.
5. All driveway and parking areas shall be maintained with asphalt and kept clear of snow, and shall otherwise be unobstructed at all times so as to be passable by emergency vehicles.
6. The existing freestanding sign and its support structure on the Victoria Street end of the property shall be removed.
7. All areas not used for buildings, parking or driveways shall be landscaped with grass or other manicured vegetation. Existing overgrown vegetation on the property shall be removed to the satisfaction of the Development Officer. One hanging flower basket be installed yearly and maintained, in front of each unit.
8. No outdoor storage shall be permitted on the property.
9. Exterior lighting shall be carefully designed to not shine directly onto adjacent properties.
10. The exterior rear wall of the lower building, including the foundation, shall be scraped and painted prior to August 1, 2017.
11. The subject properties, including buildings, shall be kept in good repair, and be continuously maintained to be aesthetically pleasing.
12. The existing office space at the front of the building may be used for the administrative purposes of the apartment complex as well as laundry facilities for residents of the complex.
13. A minimum of 3 benches and / or three patio and chair sets be provided out of doors for the residents of the property.
14. Variations from the requirements of this development agreement in relation to the built structures are permitted in order to meet the National Building Code and Nova Scotia Building Code Regulations. Specifically, should non-combustible material be required along the outside walls this material will be permitted, with the design subject to the satisfaction of the Development Officer

# SYNOPSIS

## Commercial Assessment Phase-In Tool

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In 2016 the Province gave municipalities the ability to phase in an increase in commercial assessment, under certain conditions and in certain areas. The tool is designed to provide an incentive to commercial investment for downtowns and brownfield redevelopment; however, municipalities can determine what areas are subject to the program. A municipality may forgo up to 50% of the tax revenue generated by the investment or redevelopment of commercially assessed property over a period of up to 10 years on lands already serviced by water and sanitary services.

At the January 23, 2017 Committee of the Whole meeting, Council referred this matter to the Planning Advisory Committee (PAC) to recommend the appropriate Municipal Planning Strategy amendments and a bylaw to implement the Commercial Assessment Phase-In Tool. The PAC has considered the matter and has recommended that adoption of the phase-in tool requires supporting policy in the Municipal Planning Strategy (MPS), and adoption of a Bylaw that would regulate the program. The purpose of the MPS policy is to establish what areas of town are to be considered in the “commercial development district”. This amendment would establish a Commercial Development District that includes all areas of town designated on Generalized Future Land Use Map (Schedule A) as Commercial, Industrial, and Comprehensive Development District (CDD).

The draft Bylaw Respecting Commercial Development regulates the tool, the applicable area, and includes the agreement between the applicant and the Town that must be entered into to be eligible for the program.

### **MOTION #1:**

**That Council approve first reading of a bylaw to amend the Municipal Planning Strategy Bylaw, P-1-7, to establish a Commercial Development District to provide for a commercial assessment phase-in tool, and scheduling a Public Hearing on the matter for March 27, 2017 at 6:30 pm.**

### **MOTION #2:**

**That Council approve first reading of the Bylaw Respecting Commercial Developments, P-9.**

# REQUEST FOR PLANNING DECISION

# RPD# 2017001

Date: February 27, 2017

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**SUBJECT:** MPS amendment to provide for a Commercial Assessment Phase-in Tool

**RECOMMENDATION OF THE PLANNING ADVISORY COMMITTEE:** That Council amend the Municipal Planning Strategy to establish a Commercial Development District to provide for a commercial assessment phase-in tool by approving First Reading of the amendment at the February 27, 2017 regular Council meeting, and scheduling a Public Hearing for March 27, 2017 at 7:00 pm.

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**RECOMMENDATION:** **Report/Document:** Attached Staff report to PAC, Draft Bylaw

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**KEY ISSUE(S) CONCEPTS DEFINED:**

In 2016 the Province gave municipalities the ability to phase in an increase commercial assessment, under certain conditions and in certain areas. The tool is designed to provide an incentive to commercial investment for downtowns and brownfield redevelopment; however, municipalities can determine what areas are subject to the program. A municipality may forgo up to 50% of the tax revenue generated by the investment or redevelopment of commercially assessed property over a period of up to 10 years on lands already serviced by water and sanitary services.

Adoption of the phase-in tool requires supporting policy in the Municipal Planning Strategy (MPS), and adoption of a Bylaw that would regulate the program. The purpose of the MPS policy is to establish what areas of town are to be considered in the “commercial development district”. This amendment (enclosed) would establish a Commercial Development District that includes all areas of town designated on Generalized Future Land Use Map (Schedule A) as Commercial, Industrial, and Comprehensive Development District (CDD).

The draft Bylaw (enclosed) regulates the tool, the applicable area, and includes the agreement between the applicant and the Town that must be entered into to be eligible for the program.

**PUBLIC PARTICIPATION:**

A Public Participation Session was held but no members of the public attended.

**RELEVANT POLICY:**

**Municipal Planning Strategy Policy**

**Policy A-5:** *It shall be the intention of Council, when considering an amendment to this or any other planning document [...] (a) that the proposal confirms to the general intent of this plan and all other municipal bylaw and regulations.*

**RESPONSE OPTIONS:**

1. Give First Reading of the amendment, and schedule a Public Hearing.
  2. Refer the issue back to Planning Advisory Committee for further consideration and options.
  3. Reject the amendment.
- 

**IMPLICATIONS OF PAC RECOMMENDATION:**

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**GENERAL:**

The proposed amendment and corresponding Bylaw are in general conformance with the Town’s policies and regulations.

**COMMUNICATION:**

A public hearing is required should Council want to consider this amendment.

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Submitted by: Andrew Fisher, Senior Planner  
& Business Development Officer

Approved by: Jason MacDonald  
Deputy CAO

To: Planning Advisory Committee  
 From: Andrew Fisher, Senior Planner and Business Development Officer  
 Date: January 9, 2017  
 Subject: **MPS amendment to provide for a Commercial Assessment Phase-in Tool**

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**PROPOSAL:**

At its January Committee of the Whole meeting, Council passed the following motion:

**That the Commercial Assessment Phase-In Tool be referred to the Planning Advisory Committee to recommend the appropriate Municipal Planning Strategy amendments and a bylaw to implement the Commercial Assessment Phase-In Tool.**

**BACKGROUND:**

In the spring of 2016, the Province introduced Bill 177 to amend the Municipal Government Act (MGA) giving municipalities the ability to phase in a commercial assessment increase over a period of up to 10 years, in a specific area. The tool is designed to provide an incentive to commercial investment for downtowns and brownfield redevelopment; however, municipalities can determine what areas are subject to the program.

A Municipality may forgo up to 50% of the tax revenue generated by the investment or redevelopment over a period of up to 10 years on lands already serviced by water and sanitary services. In very basic terms, the following example illustrates one way the program could work:

A \$100,000 property at \$4.45 per \$100 assessed value, pays \$4,450 in commercial tax.

If investments were made to that property such that the assessed value increased to \$400,000, the increased assessment would result in \$17,800 tax annually, or \$13,350 more every year. The chart below illustrates how that \$13,350 tax increase is phased in over a 10-year period. This example provides the maximum tax abatement permitted under the tool, where the total abatement (\$66,750) is 50% of the total tax increase (\$133,500) over 10-years. Municipalities have to option to shorten the phase-in period, and/or decrease the amount of tax being abated.

Year	Phase-In Increment	Phased Tax Increase	Total Phased Payable Tax	No Phase In Payable Tax
0		\$ -	\$ 4,450	\$ 4,450
1	10%	\$ 1,335	\$ 5,785	\$ 17,800
2	20%	\$ 2,670	\$ 7,120	\$ 17,800
3	30%	\$ 4,005	\$ 8,455	\$ 17,800
4	40%	\$ 5,340	\$ 9,790	\$ 17,800
5	50%	\$ 6,675	\$ 11,125	\$ 17,800
6	50%	\$ 6,675	\$ 11,125	\$ 17,800
7	60%	\$ 8,010	\$ 12,460	\$ 17,800
8	70%	\$ 9,345	\$ 13,795	\$ 17,800
9	80%	\$ 10,680	\$ 15,130	\$ 17,800
10	90%	\$ 12,015	\$ 16,465	\$ 17,800
<b>10-year Total</b>			<b>\$ 111,250</b>	<b>\$ 178,000</b>
<b>10-yr Total tax abatement</b>			<b>\$ 66,750</b>	

This program is designed to provide an incentive to those in the private sector looking to invest, develop, or grow a commercial enterprise, particularly in areas with special challenges like downtowns and brownfield sites. However, the program allows a municipality to apply the tool to any commercially assessed property, including industrial. The program may be a useful way for the Town to support business growth and indirectly create employment opportunities.

The obvious drawback to the program is forgone tax revenue, although one could argue that the Town is not losing money 'out of pocket'. This would particularly be the case if the investment did not happen in the first place, because there was no phase-in program help make the investment feasible.

Attached is the draft Commercial Development Improvement Bylaw that includes the template for the Phased In Assessment Agreement that would implement the program.

### **RELEVANT POLICY AND DISCUSSION:**

Adoption of the phase-in tool requires supporting policy in the Municipal Planning Strategy (MPS), and adoption of a Bylaw that would regulate the program. The purpose of the MPS policy is to establish what area or areas of town are to be considered the "commercial development district". If it is the intention of Council to apply this investment incentive program to all areas of town, the following policy could be simply added to the MPS section 3.1 General Land Use and Development:

#### **Commercial Development District    GP-13**

*It shall be the intention of Council to designate all areas of the Town designated as Commercial, Industrial, and CDD on the Generalized Future Land Use Map as the Commercial Development District. The Commercial Development District shall include the eligible properties under the Commercial Development Improvement Bylaw.*

In consideration of this or any MPS amendment, Policy A-5 must be considered.

**A-5** *It shall be the intention of Council, when considering an amendment to this or any other planning document, including the entering into or amendment of a development agreement, to consider the following matters, in addition to all other criteria set out in the various policies of this planning strategy:*

- (a) That the proposal conforms to the general intent of this plan and all other municipal bylaws and regulations.*
- (b) That the proposal is not premature or inappropriate by reason of:
  - (i) the financial capability of the Town to absorb any costs relating to the development;*
  - (ii) the adequacy of municipal water, sanitary sewer and storm sewer services;*
  - (iii) the adequacy of road networks, in, adjacent to, or leading to the development;**
- (c) That consideration is given to the extent to which the proposed type of development might conflict with any adjacent or nearby land uses by reason of:
  - (i) type of use;*
  - (ii) height, bulk and lot coverage of any proposed building;*
  - (iii) parking, traffic generation, access to and egress from the site;**
- (iv) any other matter of planning concern outlined in this strategy.*

Staff feel the most relevant consideration of A-5 is the general reference of (iv) *any other matter of planning concern outlined in this strategy*. In review of the Commercial policies overall, application of this program to all commercial and industrial areas in Town would not contravene any MPS policies.

**CONCLUSIONS:**

The MPS amendment would provide for a bylaw that could incentivize commercial investment in Town, without a reduction in current levels of tax revenue. It could be argued that this is positive step to support economic growth.

**OPTIONS:**

Option One: I move that the Planning Advisory Committee recommend that Council amend the Municipal Planning Strategy to establish a Commercial Development District to provide for a commercial assessment phase-in tool.

Option Two: I move that the Planning Advisory Committee recommend to Council not to amend the Municipal Planning Strategy to provide for a commercial assessment phase-in tool.

Option Three: Defer a recommendation and instruct Staff to provide more information or make changes to the amendment.

**STAFF RECOMMENDATION: Option One.**

## **Town of Amherst**

### **By-law to Amend the Municipal Planning Strategy By-law, P-1**

1. The purpose of this by-law is to create Policy GP-13 of the Municipal Planning Strategy of the Town of Amherst with respect to establishment of a Commercial Development Distr
2. The Municipal Planning Strategy of the Town of Amherst is hereby amended by adding the following policy:

Commercial Development District      **GP-13**

*It shall be the intention of Council to designate all areas of the Town designated as Commercial, Industrial, and CDD on the Generalized Future Land Use Map as the Commercial Development District. The Commercial Development District shall include the eligible properties under the Commercial Development Improvement Bylaw.*

**TOWN OF AMHERST  
BYLAW NUMBER \_\_\_\_**

**RESPECTING COMMERCIAL DEVELOPMENT  
IMPROVEMENTS 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. \_\_\_\_ and may be cited as the “Commercial Development Improvement Bylaw.” (also known as ‘CDI 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 as the Industrial, Commercial, and CDD in the attached Appendix “A”.

**DEVELOPMENT REBATE PROGRAM**

3. The **Development Rebate 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 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, 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 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.

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

$$\text{Rebate Eligible Assessment} = \text{Actual Taxable Assessed Value} - \text{Base Year Taxable Assessed Value.}$$

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. The Base Year Taxable Assessed Value means the Taxable Assessed Value shall be fixed in this manner for the purposes 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 Development Rebate Program for the eligible property.

11. **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 changes to the Taxable Assessed Value made by PVSC through requests for reconsideration.

## PHASED IN ASSESSMENT AGREEMENT

12. (1) As a condition of the Development Rebate 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 "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 eligibility criteria for the Development Rebate 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. An annual development 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)
1	90
2	80
3	70
4	60
5	50
6	50
7	40
8	30
9	20
10	10

### **REBATE LIMITS**

14. The total of development rebates provided to an owner over the term of participation in the program must not result in the calculation of the total increase in taxes payable during the phase-in period being less than fifty per cent 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. In the event there are any subsequent changes in the total taxes payable in any year due to reductions resulting from assessment appeals, and where such tax changes occur after 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. Development rebates will only become payable to the owner after the eligible property is first reassessed by the PVSC to fully reflect the development that the owner is receiving the rebate for.

17. 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 basis to reflect the date of the demolition.

### **STAGED DEVELOPMENT**

18. 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 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 Program based on the additional Rebate Eligible Assessment, subject to the continued availability of the Development Rebate Program and the owners ability to meet the eligibility requirements and rebate entitlements in place at that time.

## **CONDOMINIUMS**

19. 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 Program, independent of other condominium units.

## **REPEAL**

20. (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 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 into 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. An owner's application to the Development Rebate Program must be made prior to the issuance of the first building permit for the development on the eligible property.

22. All proposed development must conform to all Provincial laws, Town Bylaws, policies, and processes and all improvements must be made pursuant to an approved building permit and applicable zoning requirements and development approvals.

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

24. 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. 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. Development rebates will not be applied as tax credits against property tax accounts.

27. In case of an assessment appeal, the Town reserves the right to withhold any further development rebates pending final disposition of the appeal.

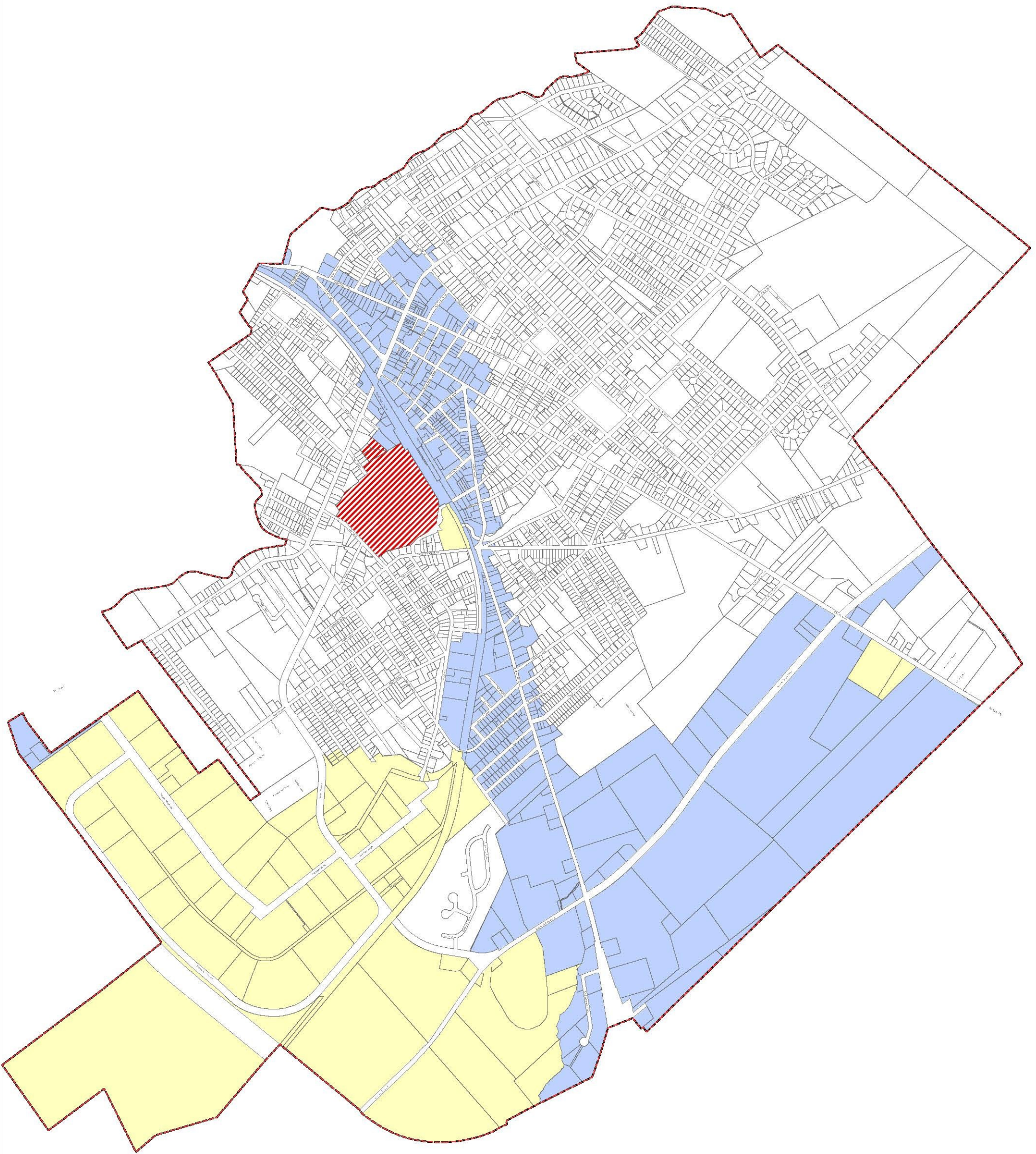
**THIS IS TO CERTIFY THAT** this Bylaw was passed by the Council of the Town of Amherst at a duly constituted meeting of said Council held the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2017.

**SIGNED** by the Mayor and Town Clerk this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CAO

# SCHEDULE "A"



## Legend

- Town Boundary
- Residential
- Industrial
- Commercial
- CDD



**APPENDIX "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. \_\_\_\_\_, cited as the "Commercial Development Improvement Bylaw" (CDI Bylaw), a partial rebate program consisting of annual rebates to participating owners who undertake development on eligible property in the Central Business 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 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 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 CDI Bylaw. No. \_\_\_\_\_, 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 CDI Bylaw.*

The following terms shall have the meanings 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 CBI Bylaw No. 65 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 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 Program** means program established by CDI Bylaw for a maximum period of 10 years.
- 2.6 **Development Rebate** means annual rebate amount calculated each year as set out in section 13 of the CDI 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 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.
- 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 REBATES PROGRAM**

- 3.1 The Applicant's participation in the Development Rebate 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 CDI 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 FUNDING CALCULATION**

- 4.1 A development rebate is calculated by the TREASURER as a percentage of the Rebate Eligible Assessment as shown in Schedule "F" to this Agreement.
- 4.2 Prior to the commencement of the Development Rebate Program, 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.
- 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 rebate, shall be final.

- 4.4 In calculating the annual Development Rebate payable for the development, the Rebate Eligible Assessment shall be calculated annually from the first year that the subject Development 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 CDI Bylaw.
- 4.5 The Development rebate will be reduced by the TREASURER for the year in which a development 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 rebate percentage level applicable to that year.
- 4.6 The total of development 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 fifty (50%) percent 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 Program.
- 4.8 The Rebate Eligible Assessment will be amended by the 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 rebates shall be adjusted accordingly for the duration of the Development Rebate Program 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.
- 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 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 payable under this Agreement.
- 4.11 Where sections 4.9 and 4.10 apply, any overpayment of a development 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 in this Agreement, but may be the subject of a further Development Rebate Program application, subject to the continued availability of the Development Rebate 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 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 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 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:
- (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 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 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 Program as required by the Town, and shall undertake all necessary courses of action to ensure compliance.

### **Compliance with Legislation**

- 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 Program the building which underwent development is demolished, in whole or in part, or converted to an ineligible use, in whole in part, the CAO, in his or her sole discretion will cease to advance future development rebates or reduce the amount of future development 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 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 payments, the Applicant will immediately notify the CAO in writing of such change or proposed change of ownership.

**8.2** The payment of development 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 Program; or
- (b) the Applicant shall continue to receive the Development 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 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.

**8.4** 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 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 is not advanced, or required to be repaid, or the development rebate payments cease, or are delayed, the Applicant and 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 Owners' 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 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 rebates paid to the Applicant or Owner together with interest at the established Town Rate.

**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, including, 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 CDI 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 insolvency, or any default of the Applicant or Owner under any 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 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 payments may, 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 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. INDEMNITY**

**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 any 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 payment that it has decided not to accept any development 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 Program period after 10 years; and
  - (d) the Applicant informing the Town in writing at any point after receiving the first development rebate payment, that it no longer wishes to receive development 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 execution 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 Calculation

Schedule "C" CDI

Schedule "D" Development Rebate Program

Schedule "E" List of Development Plans

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, Attn: 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 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. The articles, section, subsection 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 or 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**

\_\_\_\_\_  
Name: Gregory D. Herrett, CA  
Title: CAO

Authorized by Chapter 13 of the Acts of 2016 to amend the Municipal Government Act to create Section 71C and 71DF, which allows the Town to pass Bylaw 65, to be enacted by the Council of the Town of Amherst, under the authority of the Municipal Government Act, S.N.S. 1998, Chapter 18 on (insert date)

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the corporation.

**SCHEDULE "A"**

**LEGAL DESCRIPTION OF OWNER'S LAND**

**SCHEDULE "B"**

**EXAMPLE OF DEVELOPMENT 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 Assessed Value:**

Yrs	(2) Rebate Year	(3) Actual Taxable Assessed Value	Current Commercial Municipal Tax
1.	2008	\$350,000	3.78 R t
2.	2009	\$350,000	3.98
3.	2010	\$375,000	4.21
4.	2011	\$375,000	4.52
5.	2012	\$325,000	4.52
6.	2013	\$325,000	4.52
7.	2014	\$325,000	4.51
8.	2015	\$325,000	4.45
9.	2016	\$300,000	4.39
10.	2017	\$300,000	4.31

**C. Development Rebates:**

Yrs	(4) Rebate %	(5) = (2-1) Rebate Eligible Assessment	(6) = (5 x 3) Rebate Eligible Taxes	(7) = (6 x 4) Rebate Amount \$	(8) Cumulative % Payable
1.	90%	\$200,000	\$7,560.00	\$6,804.00	90%
2.	80%	\$200,000	\$7,960.00	\$6,368.00	85%
3.	70%	\$225,000	\$9,472.50	\$6,630.75	80%
4.	60%	\$225,000	\$10,170.00	\$6,102.00	75%
5.	50%	\$175,000	\$7,910.00	\$3,955.00	70%*
6.	50%	\$175,000	\$7,910.00	\$3,955.00	67%
7.	40%	\$175,000	\$7,892.50	\$3,157.00	63%
8.	30%	\$175,000	\$7,787.50	\$2,336.25	59%
9.	20%	\$150,000	\$6,585.00	\$1,317.00	54%*
10.	10%	\$150,000	\$6,465.00	\$ 646.50	50%*
Totals (9) & (10):			\$79,712.5	\$41,271.50	
Re-calculate:			50%	\$(1,415.25)	
Total Allowable Rebate:			\$39,856.2	\$39,856.25	

\*\* 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%.

**SCHEDULE "C"**

**CDI BYLAW**

**COMMERCIAL DEVELOPMENT DISTRICT IMPROVEMENTS IN THE TOWN OF  
AMHERST**

**SCHEDULE "D"**

**DEVELOPMENT REBATE PROGRAM**

**SCHEDULE "E"**

**LIST OF DEVELOPMENT PLANS & DRAWINGS**

**SCHEDULE "F"**

**DEVELOPMENT REBATE CALCULATION**

Address:

Property Identification No.:

**A. Pre-Development Base Year Taxable Assessed Value:**

(1)

Base Year	Base Year Taxable Assessed Value
	\$

**B. Post-Development Actual Taxable Assessed Value:**

	(2)	(3)	
Yrs	Rebate Year	Actual Taxable Assessed Value	Current Commercial Municipal Tax Rate
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
7.		\$	
8.		\$	
9.		\$	
10.		\$	

**C. Development Rebates:**

	(4)	(5) = (2-1)	(6) = (5 x 3)	(7) = (6 x 4)	(8)
Yrs	Rebate %	Rebate Eligible Assessment	Rebate Eligible Taxes	Rebate Amount \$	Cumulative % Payable
1.	90%	\$	\$	\$	90%
2.	80%	\$	\$	\$	85%
3.	70%	\$	\$	\$	80%
4.	60%	\$	\$	\$	75%
5.	50%	\$	\$	\$	70%*
6.	50%	\$	\$	\$	67%
7.	40%	\$	\$	\$	63%
8.	30%	\$	\$	\$	59%
9.	20%	\$	\$	\$	54%*
10.	10%	\$	\$	\$	50%*
Totals (9) & (10):			\$	\$	
Re-calculate:			50%	\$	
Total Allowable Rebate:			\$	\$	

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

# Synopsis

## Parking Lot Snow Removal – Dayle’s Parking Lot

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The Town annually awards contracts to private contractors for clearing of snow at public parking lots operated by the Town and for parking lots at Town owned facilities. Most recently these contracts were awarded in November of 2016. Since that time the owners of the former Dayle’s Department Store have requested that the Town plow their parking lot as well. As this building now houses a variety of local crafters / small entrepreneurs, providing snow removal for this property would be a way to support this growing initiative.

The proposed agreement between the Town and owners of Dayle’s would see the Town be responsible for parking lot snow clearing in exchange for the parking lot being designated as “Public Parking – Free All Day”. In addition, the agreement is for snow removal only and other maintenance will not be provided. Finally there is a clause indemnifying the Town from claims associated with the lot, and the agreement will expire on May 31, 2017.

### **Motion:**

**That Council approve, and authorize the Mayor and CAO to sign, the attached short term parking lot snow removal agreement with Dayle’s Maritimes Limited.**



## AMHERST TOWN COUNCIL

RFD#

Date: February 27, 2017

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**TO:** Mayor Kogon and Members of Amherst Town Council  
**SUBMITTED BY:** Jason MacDonald, Deputy CAO  
**DATE:** February 27, 2017  
**SUBJECT:** **Parking Lot Snow Removal – Dayle’s Parking Lot**

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**ORIGIN:** A letter received from Karen & Don Cormier requesting that the Town of Amherst provide snow removal services for the Dayle’s parking lot.

**LEGISLATIVE AUTHORITY:** Municipal Government Act Section 65; Power to Expend Money (F) Snow and Ice Removal.

**RECOMMENDATION:** That Council approve, and authorize the Mayor and CAO to sign, the attached short term parking lot snow removal agreement with Dayle’s Maritimes Limited.

**DISCUSSION:** The Town annually awards contracts to private contractors for clearing of snow at public parking lots operated by the Town and for parking lots at Town owned facilities. Most recently these contracts were awarded in November of 2016. Since that time the owners of the former Dayle’s Department Store have requested that the Town plow their parking lot as well.

As this building now houses a variety of local crafters / small entrepreneurs, providing snow removal for this property would be a way to support this growing initiative. In any other case where the Town has entered in to an agreement for parking lot maintenance the lot is used for public parking. Therefore the attached agreement includes a requirement that the lot be designated as “Public Parking – Free All Day”. In addition, the agreement is for snow removal only and other maintenance will not be provided. Finally there is a clause indemnifying the Town from claims associated with the lot.

Should Council decide this issue in the affirmative staff will arrange to have the contractor who has the contract for the adjacent lot to also include this lot for the balance of the winter season.

**FINANCIAL IMPLICATIONS:** The costs per snow event range from \$128 to \$280 depending on the volume of snow. The total cost will be dependent on the number of snow clearing events we have prior to the end of the winter season but can be absorbed within the current operating budget of Operational Services.

**COMMUNITY ENGAGEMENT:** A media release will be developed should Council approve this agreement.



**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications as a result of the snow removal operations within parking lots.

**ALTERNATIVES:**

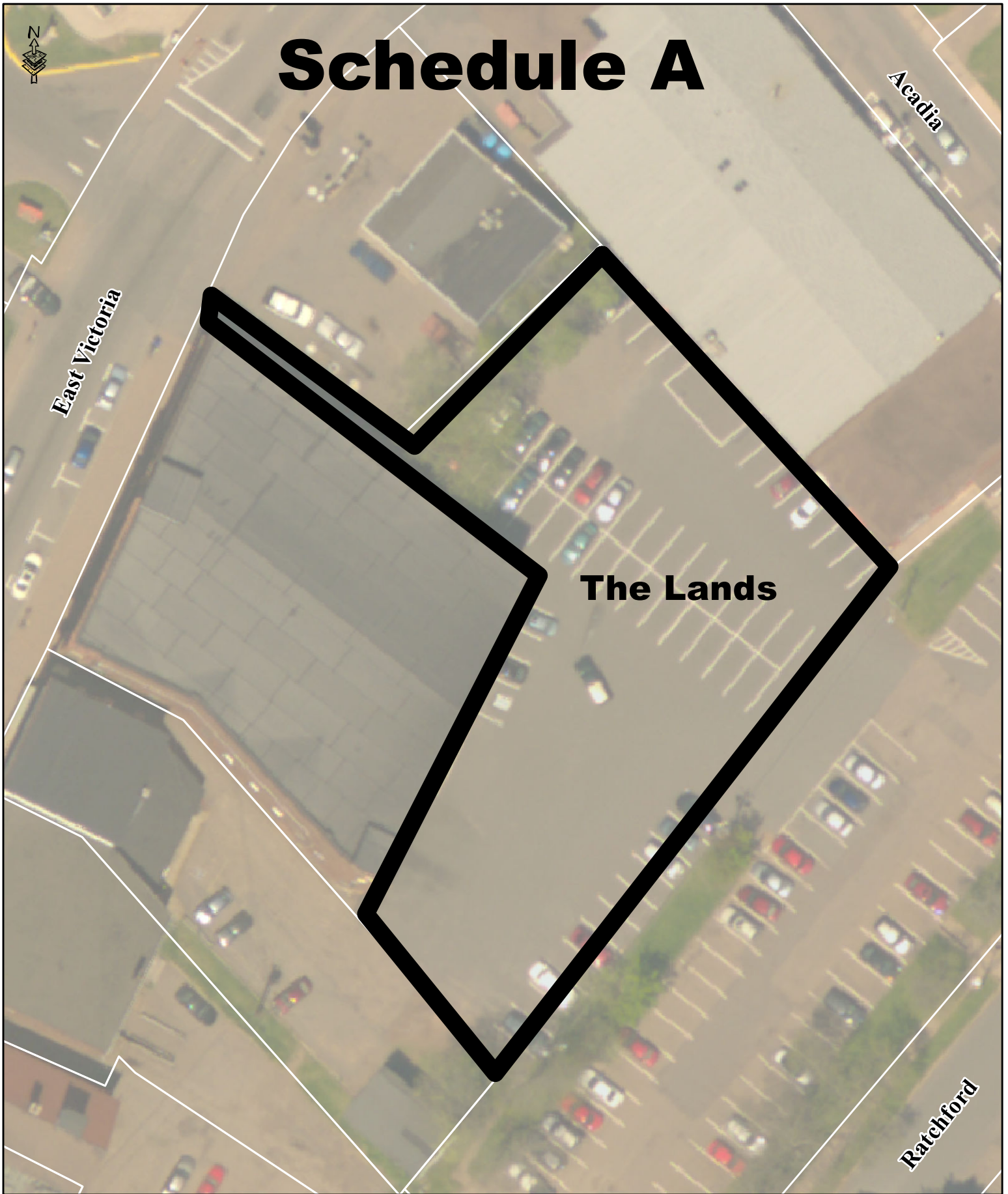
1. Approve the short term agreement for snow removal and public parking lot use, with Dayle's, as recommended.
2. Decline the request and advise the Cormier's of Council's decision
3. Direct staff to have the lot plowed without an agreement

**ATTACHMENTS:** Schedule, Agreement

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Report prepared by: Jason MacDonald, Deputy CAO, Operations  
Report and Financial approved by:

# Schedule A



**THIS AGREEMENT** made this                    day of                    , 2017.

**BETWEEN:**

**DAYLE’S MARITIMES LIMITED**, a body corporate of Amherst in the County of Cumberland, Province of Nova Scotia

Hereinafter called “the Owner”

- and -

**TOWN OF AMHERST**, a municipal corporation in the County of Cumberland,

Hereinafter called “the Town”

WHEREAS the Owner owns certain lands upon which is located a parking lot as depicted on the sketch attached hereto as Schedule A (“the Lands”);

AND WHEREAS it is the mutual objective of the Town and the Owner to have the Lands utilized as a public parking lot until May 31, 2017;

NOW THEREFORE it is agreed that the Owner will allow the Lands to be utilized as a public parking lot and the Town agrees to undertake or have undertaken snow removal operations of the said Lands subject to the following terms and conditions:

1. The agreement will expire on May 31, 2017;
2. The Town will perform, or have performed, snow and ice clearing operations on the said Lands to the same standards as other public parking lots managed by the Town;
3. The Town will not be responsible for any maintenance to the Lands;
4. The Owner agrees that the Lands may be used as a public parking lot and will be designated “Public Parking – Free All Day”. The parking lot will be subject to such reasonable terms and restrictions as the Town deems appropriate for the effective administration of its parking lots;
5. This agreement is not assignable by the Town or the Owner;
6. The Owner shall indemnify the Town of any claims associated with the lot;
7. Both the Owner and the Town agree to re-assess the need for the Lands to be utilized as a public parking lot on a more permanent basis prior to August 30, 2017.

**IN WITNESS WHEREOF** the parties hereto have executed these presents the day and year first hereinbefore written.

**SIGNED, SEALED AND DELIVERED** )

In the Presence of :

\_\_\_\_\_ )

\_\_\_\_\_ )

) **DAYLE'S MARITIMES LIMITED**

) \_\_\_\_\_

) \_\_\_\_\_

) **THE TOWN OF AMHERST**

) \_\_\_\_\_

) **MAYOR**

) \_\_\_\_\_

) **CAO**

# Synopsis

## Police Commission Appointments

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Councillor Vince Byrne, who was originally appointed to the Amherst Board of Police Commissioners (the Commission) on November 28, 2016, has advised the CAO that he wishes to decline that appointment and withdraw his name from consideration for appointment to the Commission.

When the initial Council appointments to the Commission were made in November, all three members were appointed for one year terms. In fact, Bylaw C-01 dictates that one member of Council be appointed for a two year term and two members of Council be appointed for three year terms.

At this time, Council is asked to clarify the terms of the members (Councillors Blanch and Jones) who have been sworn in and taken their place on the Commission, and to appoint another member in the place of Councillor Byrne and clarify the term of that member.

### **MOTION:**

**That the appointments of Councillors Jason Blanch and Darrell Jones to the Amherst Board of Police Commissioners be clarified as three-year terms ending October 31, 2019, and that Deputy Mayor Sheila Christie be appointed to the Amherst Board of Police Commissioners for a two year term ending October 31, 2018**

# Synopsis

## Audit Committee TOR Policy

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The Audit Committee Terms of Reference policy was adopted by Council on March 29, 2016. During discussions at last month's Committee of the Whole meeting, it was determined that clarification was needed regarding the responsibilities of the Audit Committee.

Paragraph 2 states: In particular, the Committee assists Council by reviewing:

b. Strategic financial plans, operating and capital budgets.

Direction was given to amend paragraph 2(b) by adding the words "Compliance with" at the beginning of that statement.

### **MOTION:**

**That Council approve an amended Audit Committee Terms of Reference Policy 3000-05 by adding the words "Compliance with" at the beginning of paragraph 2b.**



**REGULAR COUNCIL**

**RFD# 2017082**

**Date: February 27, 2017**

**TO:** Mayor Kogon and Members of Council  
**SUBMITTED BY:** Vince Arbing, CPA, CA – Director of Finance  
**DATE:** February 27, 2017  
**SUBJECT:** Audit Committee Terms of Reference Policy

**ORIGIN:**

Minutes of the January 23, 2017 In-Camera Committee of the Whole meeting

**LEGISLATIVE AUTHORITY:**

Municipal Government Act, Section 44; Audit Committee Terms of Reference Policy, 3500-05

**RECOMMENDATION:**

That Council approve an amendment to the Audit Committee Terms of Reference Policy, 3500-05 to add clarification regarding the responsibilities of the Audit Committee

**BACKGROUND:**

The Audit Committee Terms of Reference policy was adopted by Council on March 29, 2016.

**DISCUSSION:**

During discussions last month, clarification was needed regarding the responsibilities of the Audit Committee, in particular, by adding the words “compliance with” at the beginning of paragraph 2b.

**FINANCIAL IMPLICATIONS:**

No financial implications

**COMMUNITY ENGAGEMENT:**

N/A

**ENVIRONMENTAL IMPLICATIONS:**

N/A

**ALTERNATIVES:**

1. Amend the Audit Committee Terms of Reference policy as recommended;
2. Status quo – no amendment.

**ATTACHMENTS:**

Audit Committee Terms of Reference Policy, 3500-05, with proposed amendment



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Report prepared by: Vince Arbing, CPA, CA – Director of Finance

Report and Financial approved by:

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**DEPARTMENT:** Council and Corporate Services

**TITLE:** Audit Committee Terms of Reference

Minutes reference date: 29 March 2016 27 February 2017

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### **Purpose**

1. The Audit Committee (the “Committee”) assists Town Council (“Council”) in fulfilling its oversight responsibilities relating to finance and audit matters delegated to management by Council.
2. In particular, the Committee assists Council by reviewing:
  - a. Key financial information that will be provided to the province or made public;
  - b. **Compliance with** strategic financial plans, operating and capital budgets;
  - c. External and/or internal audit activities;
  - d. The system of internal controls, risk management and financial information technology;
  - e. Cash and investment management activities;
  - f. Insurance coverage of significant risks and uncertainties;
  - g. Financial Condition Indicators.

### **Composition, Operations and Accountability**

3. The Committee shall be comprised of all members of Council plus two citizen appointments. The Committee shall be appointed by Council.
4. The initial citizen appointments (effective November 1, 2016) will be for one-year terms, as a transitional measure, and subsequent citizen appointments will be for two-year terms. Citizen appointees shall possess knowledge and understanding of financial and investment matters.
5. The Chief Administrative Officer (CAO) of the Town or his or her appointee shall be the secretary of the Committee
6. The Chief Administrative Officer, Treasurer and Accountant shall be non-voting members of the Committee.
7. The Chair shall be a member of Council and shall be elected annually by the Committee.
8. The Committee shall meet at least four times each year. The Committee Chair will make periodic reports to Council on matters relating to the Committee’s duties and responsibilities.
9. The Committee shall meet with the external auditors as it deems appropriate to consider any matter that the Committee or auditors determine should be brought to the attention of Council.
10. Through the CAO the Committee may request members of the Town’s senior management to attend meetings of the Committee as deemed necessary.
11. The Committee provides open avenues of communication among management, employees, external auditors and Council.

**Duties and Responsibilities**

12. The Committee has the following responsibilities and will perform the following duties.

**Financial Information**

- a. The Committee will review the following financial information that will be provided to the Province or made public:
  - i. Annual audited financial statements;
  - ii. Management discussion and analysis that accompanies the audited financial statements
- b. Ensure that meaningful financial information regarding current financial results and up to date forecasts is received on a timely basis, and that it provides information required for decision making.
- c. Review quarterly internal financial reports.
- d. Review:
  - i. the appropriateness of accounting policies and financial reporting practices and any proposed changes thereto;
  - ii. any new or pending developments in accounting and reporting standards; and
  - iii. significant estimates contained in the financial statements and other financial information.
- e. The Committee will:
  - i. assess the performance of the external auditor;
  - ii. review and recommend that Council approve the engagement or reappointment of the external auditor as required;
  - iii. oversee the activities of the external auditor by:
    1. reviewing, assessing and receiving assurances as to the independence of the external auditor;
    2. reviewing the provision of non-audit services performed by the external auditor;
    3. reviewing the external audit plan including the engagement letter, materiality limits, staffing, timetable and proposed fees;
    4. if necessary, requesting to meet with the external auditor without management present;
    5. reviewing matters with respect to the conduct and reporting of the external audit with particular reference to any difficulties encountered or restrictions imposed by management; and
    6. receiving and reviewing the external auditor's:
      - a. audit report;
      - b. findings with respect to the appropriateness of accounting policies, management estimates and significant accounting and/or reporting issues;
      - c. management letter including managements responses thereto and the evaluation of the internal control system; and
      - d. other matters of relevance identified in the audit.

- f. The Committee will periodically evaluate the need for the establishment of an internal audit function and make appropriate recommendations to the Council.

**Internal Control, Risk Management and Financial Information Systems**

- g. The Committee will review:
  - i. the system of internal control;
  - ii. financial policies;
  - iii. the strategic and financial risk assessment process to ensure that key strategic and financial risks are identified, assessed and risk mitigation strategies are implemented;
  - iv. financial information technology to ensure that it effectively supports or provides for current and future planning, financial activities;
  - v. the security of financial information, financial information technology and financial information disaster recovery plans; and
  - vi. compliance with financial statutory and regulatory obligations.

**Investment Management Activity**

- h. The Committee shall be responsible for the management of the Town's investment portfolio in accordance with paragraph 5 (c) of the Investment Policy, #03600-01.

**Banking Services**

- i. The Committee will periodically assess banking services and oversee the procurement of these services in accordance with Council policy.

**Insurance Coverage of Significant Risks and Uncertainties**

- j. The Committee will review the adequacy of insurance program and coverage for significant risks and uncertainties.

**Terms of Reference for the Committee**

- 13. The Committee will review its terms of reference annually.

# Synopsis

## Tender – Half Ton Truck (Recreation)

The approved Capital Budget included an amount of \$32,453 for the purchase of a new 4x4 service truck for the Recreation Department.

A tender for the service truck was issued with a closing date of January 20, 2017. The Town received three tenders:

- Jim Hatheway Ford           \$33,900 (plus HST)
- Amherst Chrysler           \$32,032 (plus HST)
- Tantramar Chev           \$29,142 (plus HST)

The amount of \$30,374.29, including non-recovering taxes, is within the approved 2016/17 Capital Budget amount.

### **MOTION:**

**That Council award tender T-17-04 to supply a 4x4 half ton service truck to Tantramar Chev in the amount of \$29,142 plus HST to be funded from the approved 2016/17 capital budget.**



## REGULAR COUNCIL

RFD# 2017084

Date: February 27, 2017

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**TO:** Mayor Kogon and Members of Amherst Town Council  
**SUBMITTED BY:** Bill Schurman, Director of Recreation  
**DATE:** February 27, 2017  
**SUBJECT:** T-17-04 Supply of 4x4 Half-Ton Service Truck - Recreation

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**ORIGIN:**

2016-17 Capital Budget

**LEGISLATIVE AUTHORITY:**

3700-01 Procurement Policy

**RECOMMENDATION:**

That Council award tender T-17-04 to supply a 4x4 half ton service truck to Tantramar Chev in the amount of \$29,142 plus HST to be funded from the approved 2016/17 capital budget.

**BACKGROUND:**

The approved Capital Budget included an amount of \$32,453 for the purchase of a new 4x4 service truck for the Recreation Department.

A tender for the service truck was issued with a closing date of January 20, 2017. The Town received three tenders:

Jim Hatheway Ford	\$33,900 (plus HST)
Amherst Chrysler	\$32,032 (plus HST)
Tantramar Chev	\$29,142 (plus HST)

**DISCUSSION:**

The low tender from Tantramar Chev in the amount of \$29,142 is compliant and has met the specifications of the tender.

**FINANCIAL IMPLICATIONS:**

The amount of \$30,374.29, including non-recovering taxes, is within the approved 2016/17 Capital Budget amount.

**COMMUNITY ENGAGEMENT:**

A public tender was issued and the procurement policy was followed. A media release will be issued following Council approval.



**ENVIRONMENTAL IMPLICATIONS:**

New vehicles are generally better for the environment than older trucks that are being replaced, using less fuel and generating less emission.

**ALTERNATIVES:**

The only alternative would be to cancel the tender.

**ATTACHMENTS:**

N/A

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Report prepared by: Corey Crocker, Facility Coordinator  
Report and Financial approved by:

# Synopsis

## Zero Turn Mower

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The approved 2016-17 Capital Budget included \$14,000 for the purchase of a new zero turn mower for use by the Recreation Department. A Request for Quotations (RFQ) was issued, closing on July 28, 2017. Two bids were received:

- Fort Equipment                      \$16,621 (plus HST)
- Green Diamond                      \$22,500 (plus HST)

The models offered by both vendors meet the specifications and requirements the Town put forth in the RFQ. Fort Equipment has confirmed that they have the model in stock and are willing to hold the price as quoted, even with the pricing being over 90 days.

### **MOTION :**

**That Council accept the proposal from Fort Equipment for RFP-16-12 Zero Turn Mower in the amount of \$16,621 plus HST to be funded by: \$14,000 in the 2016-17 approved capital budget for this item, and the remainder (\$3,333) from the Dickey Park Capital project**



**REGULAR COUNCIL**

**RFD# 2017085**

**Date: February 27, 2017**

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**TO:** Mayor Kogon and Members of Amherst Town Council  
**SUBMITTED BY:** Bill Schurman, Director of Recreation  
**DATE:** February 27, 2017  
**SUBJECT:** RFP-16-12 Zero Turn Mower

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**ORIGIN:**

2016-17 Capital Budget

**LEGISLATIVE AUTHORITY:**

3700-01 Procurement Policy

**RECOMMENDATION:**

That Council accept the proposal from Fort Equipment for RFP-16-12 Zero Turn Mower in the amount of \$16,621 plus HST to be funded by: \$14,000 in the 2016-17 approved capital budget for this item, and the remainder (\$3,333) from the Dickey Park Capital project

**BACKGROUND:**

The approved 2016-17 Capital Budget included \$14,000 for the purchase of a new zero turn mower for use by the Recreation Department.

A Request for Quotations (RFQ) was issued, closing on July 28, 2017. Two bids were received (both plus HST):

Fort Equipment	\$16,621
Green Diamond	\$22,500

**DISCUSSION:**

The models offered by both vendors meet the specifications and requirements the Town put forth in the RFQ. Fort Equipment has confirmed that they have the model in stock and are willing to hold the price as quoted, even with the pricing being over 90 days.

**FINANCIAL IMPLICATIONS:**

With non-recoverable taxes included, the recommended mower price is \$17,333. This amount is over the Capital Budget amount approved of \$14,000. The balance of \$3,333 will be covered by using funds from Dickey Park Capital project. This project's budget is \$187,547. Actuals to



date amount to only \$137,011. No further contractual obligations exist with regard to the Dickey Park Project, with only goal posts, soccer nets and benches remaining to be put in place.

**COMMUNITY ENGAGEMENT:**

An RFQ was issued and the procurement policy was followed. A media release will be issued following Council approval.

**ENVIRONMENTAL IMPLICATIONS:**

Amherst has a significant amount of green space that is regularly maintained with Town equipment. The use of new machinery to perform lawn care and maintenance will allow for faster performance of the required work, less fuel used to complete the work and less work for public works in maintenance on the machine.

**ALTERNATIVES:**

The only alternative would be to cancel the project.

**ATTACHMENTS:**

Memo on Dickey Park Project

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Report prepared by: Corey Crocker, Facility Coordinator  
Report and Financial approved by:

# MEMORANDUM

**To:** Mayor Kogon and Council  
**From:** Andrew Fisher, Senior Planner & Business Development Officer (acting)  
**Date:** February 27, 2017  
**Subject:** Dickey Park Sports Field project - background

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The following provides a background of the above noted project.

Over the past several years, the growth of field sports, particularly youth soccer and football programs, have identified a lack of proper sports fields in Amherst and Cumberland County. While there are several fields on school grounds, municipally-owned facilities were either non-existent, or considered poor quality. In response, a 2011 Sportsplex Needs Assessment and a 2012 All-Weather Sports Field Feasibility Study were completed. These studies indicated a need and support for an artificial turf facility for the Cumberland region, with cost estimates ranging from \$1.2 – \$5 million depending on the size and features of the facility.

Subsequently, the Cumberland Sportsplex Development Society evaluated potential locations for a facility, and Amherst Town Council earmarked \$350,000 in 2015 for its share of a facility construction cost. However the project, with the Municipality of Cumberland County and other levels of Government as needed partners, seemed to lose momentum. Meanwhile, a lack of sport field facilities remained.

To address the immediate need for a field, in January 2015 Council approved a \$40,869 +HST contract to Fundy Landscaping to create a regulation playing field by simply grading and seeding a portion of Dickey Park. Then in May 2015 the Federal Government announced a Canada 150 program, so Council directed staff to apply for a \$1.2 million artificial turf field project and put the initial contract on hold. In consultation with the Federal Government, the application was scaled back to \$180,000 project. This would include a sports field with engineered drainage system. This system is intended to allow use of the field earlier in spring, later in Fall, as well as, better resiliency after rain events during Summer.

As such, in August 2015 Council approved a total budget of \$179,839 +HST to construct a sports field with an engineered drainage system, and directed staff to apply to ACOA under the CIP 150 Program to fund 50% of the project. The Town's application for funding was not successful; however, the project would be completed as planned.

With non-recoverable tax included, the \$187,547 project includes the original \$42,620 contract with Fundy Landscaping. With all field work now complete at an actual cost of \$137,536, there remains \$50,536 in the project budget to purchase nets, goal posts, benches, and other furniture in 2017.

# Synopsis

## Hiring Policy

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The Town's Hiring Policy, #4000-07, paragraph 10, states, "Preference shall be given to students beginning post secondary studies or returning to post secondary studies in the upcoming fall, and whose parents are residents of the Town of Amherst."

Further, paragraph 12 (b) states, "If candidates are equal based on the selection standards, preference will be given to candidates who are residents of the Town of Amherst."

It is Council's opinion that these statement is limiting, and that the hiring process should be based on merit alone.

At the February 21, 2017 Committee of the Whole meeting, Council directed staff to bring forward revisions to the policy to remove these statements from the Policy.

### **MOTION :**

**That Council approve the amended Hiring Policy, 4000-07, which removes the words "and whose parents are residents of the Town of Amherst" from paragraph 10, and removes paragraph 12 (b)**

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**DEPARTMENT:** ALL DEPARTMENTS

**TITLE:** **HIRING POLICY**

Minutes reference date: December 15, 1997

June 27, 2016

February 27, 2017

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## **POLICY STATEMENT**

All vacant positions in the Town of Amherst that are required to be filled shall be staffed by qualified candidates selected and appointed on the basis of education, experience, knowledge, abilities, personal suitability, and, when appropriate, seniority and residency, to be considered within the framework of legislation, applicable agreements, equal opportunity, fairness of employment, budgetary limitation and corporate needs.

**Where a conflict exists between this policy and a Collective Agreement, the Collective Agreement shall prevail.**

### **1. PURPOSE**

The provisions of this policy are intended to:

- a) promote equal employment opportunities for all prospective applicants irrespective of race, colour, religion, national origin, ancestry, place of origin, age, physical and mental disability, marital status, sexual orientation and sex, including pregnancy;
- b) promote fairness and impartiality;
- c) establish a procedure whereby the Town shall recruit, screen, hire and retain employees who are the most capable and qualified to do the job.

### **2. DEFINITIONS**

“Permanent Employee” means an employee who is employed on a regular and full time basis.

“Temporary Employee” means an employee performing duties for an undetermined period of time.

“Part-time Employee” means an employee performing duties on a part-time basis.

“Seasonal Employee” means an employee performing duties of a seasonal nature.

“Open Competition” means a competition that is open to persons who are currently employed with the Town of Amherst as well as members of the general public.

“Physical Disability” means any degree of disability, infirmity, malformation or disfigurement of a physical nature caused by bodily injury, illness or birth defect and, without limiting the generality of the foregoing, includes any disability resulting from any degree of paralysis, or from diabetes, mellitus, epilepsy, amputation, lack of physical coordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or on a wheelchair, cane, crutch or other remedial device or appliance.

“Union” means Local 1233, Canadian Union of Public Employees, or Atlantic Police Association (APA) Local 104.

“Work Creation Project” means a project which is funded in whole or in part by a federal, provincial or municipal authority.

### **3. APPLICATION**

This policy shall apply to all persons recruited by the Town of Amherst for all permanent, temporary, part-time, seasonal or student positions, as well as to positions related to publicly funded work creation programs. Additional screening, information, testing and security checks may be required by the Amherst Police Department as outlined in their policy manual “Personnel II, Chapter 7, on Recruiting”.

### **4. DISCRIMINATION**

No employee of the Town of Amherst or other person acting on behalf of the Town of Amherst shall refuse to employ or continue to employ any person, or discriminate against any person in respect of employment or any term or condition of employment based on race, colour, religion, national origin, ancestry, place of origin, age, physical and mental disability, marital status, sexual orientation, and sex, including pregnancy.

The foregoing provision as to age does not apply to termination of employment or refusal to employ because of the terms or conditions of a bona fide retirement or pension plan or employee insurance plan.

The same prohibitions with respect to physical handicaps do not apply if the termination of employment or refusal to employ is because of a bona fide qualification or job description based on the nature of the work or the work environment in relation to the physical disability or the operation of a bona fide group or employee insurance plan.

### **5. GENERAL REQUIREMENTS**

In order to be considered for permanent employment, an applicant must:

- a) be a Canadian citizen or landed immigrant;
- b) possess an employment visa or other authorization to work in Canada, in the case where an applicant is not a Canadian citizen or a landed immigrant;
- c) have a Social Insurance Number card issued by the Canadian Employment and Immigration Commission;
- d) must meet education requirements of the position;
- e) be sixteen (16) years of age or older; and
- f) must meet minimum standards set for the position by the Town.
- g) All sworn police officer applicants or employees must meet the minimum standards outlined by the Nova Scotia Police Act and Policy and Standards as defined from time to time by the Department of Justice.

**6. PROCEDURES: CLOSED COMPETITIONS**

- a) Where applicable, COMPETITIONS shall be held in accordance with the terms and conditions of the respective collective agreement in effect between the Town of Amherst and the union which is the bargaining agent for the position in question.
- b) The Town of Amherst will post, at its discretion, position vacancies within the organization.
- c) Employees who have completed their probationary period are eligible to apply for posted positions.
- d) Employees who change positions through the Job Posting procedure will normally be prohibited from applying again until they have completed a minimum of six (6) months in the new position. The waiting period can be waived due to extenuating circumstances that are acceptable to the responsible managers/supervisors.
- e) Position vacancies will be posted in each Department on bulletin boards for a period of ten (10) days.
- f) Each posting will state the title, department, description of duties, and will list the qualifications and experience necessary to be considered for the position.
- g) Employees who are interested in a posted position must follow the Job Posting procedure.
- h) All applications will be reviewed by the Director and/or the interviewing committee for the posted position. Consideration will be given to the applicant's previous job performance, work history and qualifications.
- i) All full time, part time, casual and seasonal employees who apply and meet the minimum qualifications will be considered for the job.
- j) The most qualified candidates will be selected for interviews.
- k) If a current employee is selected, the employee's start date in the new position will be agreed upon by the Directors concerned. In most instances, the transfer should take place within two weeks. If a current employee is not selected, the position will then be filled by a qualified individual seeking employment with the Town of Amherst.

**7. SELECTION COMMITTEE**

The Selection Committee shall be as follows:

- a) For the position of Chief Administrative Officer, a Committee of Council and external resource person as determined. Hiring authority – Town Council.
- b) For the position of Director, the Chief Administrative Officer (CAO), one member of Council, Human Resources, and external resource persons as determined. Hiring authority – Town Council on CAO's recommendation.

- c) For other permanent, temporary, seasonal, part-time and student positions, the Director or designate, Human Resources and/or a Committee appointed by the Director with the approval of the CAO. Hiring authority – CAO on recommendation of Director.  
**Exception** – Part-time, casual and student employees to be hired by the Director.

## 8. CALL-BACK LIST

For temporary, part-time, and seasonal positions, the departments shall maintain a call-back list for employees who have performed their duties satisfactorily.

## 9. EMERGENCY APPOINTMENTS

In cases of emergency which requires additional human resources, a Director may employ a person(s) for the duration of the emergency.

The Chief Administrative Officer shall be advised of all emergency appointments as soon as is practicable thereafter.

## 10. STUDENT APPOINTMENTS

Candidates must have been full-time students within the last school year and must be returning to school on a full-time basis in the fall of the year. Proof of this may be requested from potential employees prior to, during, or after the hiring process.

Preference shall be given to students beginning post-secondary studies or returning to post-secondary studies in the upcoming fall. ~~and whose parents are residents of the Town of Amherst.~~

### Definition of a Student

Must be registered for at least 60% of a full course load. A full course load is normally five courses per term. Trade school students must receive at least 20 hours of instruction per week to be classified as a student.

## 11. FUNDED WORK CREATION PROJECTS

Preference shall be given to persons who are able to satisfy the terms and conditions of the appropriate work creation agreement with respect to the conditions of selections and hiring, and on the basis of merits and needs of each individual. Where a department has obtained approval and funding for a work creation project, the Director will follow the terms of funding for recruitment and selection as outlined by the funding agency.

## 12. APPOINTMENT AND SELECTION STANDARDS

- a) Candidates shall be assessed in accordance with the following criteria: education, experience, knowledge, abilities and personal suitability.
- ~~b) If candidates are equal based on the selection standards, preference will be given to candidates who are residents of the Town of Amherst.~~

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**13. PUBLIC RELATIONS AND NOTIFICATION**

All departments who may have contacts with job applicants shall make every effort to generate good will through these contacts, ensure that courteous treatment is provided to all applicants, and advise those who are being considered for a position promptly and tactfully when the position has been filled.

**14. PROBATIONARY PERIODS**

Probationary periods will be for a period of six (6) months or longer as determined by the position or as outlined in the appropriate Collective Agreements or statutes.

**15. REFERENCES**

- a) Employment references must be completed and documented prior to issuing any offers of employment (verbal or written). Final employment is subject to receipt of satisfactory screening, police record check and employment reference check. Employment reference checks are to be conducted and will involve contact with at least two previous employers if an external applicant.
- b) The reference check should confirm enough information, taken from the application or the interview, to judge if the applicant has given honest responses. Also obtain information on training received, work performance, and whether the person would be considered for rehire.
- c) Place the completed reference checks in the applicant's file.

**16. HIRING OF RELATIVES**

- a) This policy provides guidelines for the hiring of relatives.
- b) "Relative" is defined as an employee's spouse, child, brother, sister, or parent. "Senior staff" is defined as a Director or Supervisor/Manager.
- c) No relative of a senior staff member will be hired to work in the same department as the senior staff member or in an area where they would be supervised by a senior staff member related to them. Generally, no relatives will be employed in an area where they would be supervised by an employee related to them.

# Synopsis

## Seniors Safety Program Funding

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The 2015-16 budget included a \$5,000 allocation for the Cumberland County Seniors Safety Program. However, no request for funding was received and the amount was not disbursed.

The Town has received a letter from the Seniors Safety Program requesting consideration of funding for the year that was missed in order to assist their budget to remain on track. The Town had anticipated providing this grant, and carried the amount over when the funding application was not received.

This is a valuable program that the Town has supported by way of a \$5,000 grant in 2013 and 2014; as stated in their letter, “The coordinator is based in downtown Amherst and has been involved in many community-based initiatives in order to represent the senior community and support age-friendly work as an active partner.”

### **MOTION :**

**That Council approve a support grant \$5,000 to the Seniors Safety Program that was allocated but not disbursed in the 2015-16 fiscal year**



## REGULAR COUNCIL

RFD# 2017086

Date: February 27, 2017

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**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Bill Schurman, Director of Recreation

**DATE:** 27 February 2017

**SUBJECT:** Seniors Safety Program Funding

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**ORIGIN:**

Letter from Cumberland County Seniors Safety Program

**LEGISLATIVE AUTHORITY:**

MGA 65 *Power to expend money: (au) a grant or contribution to (v) any charitable, nursing, medical, athletic, educational, environmental, cultural, community, fraternal, recreational, religious, sporting or social organization within the Province.*

Community Support Grants Policy, 72000-08

**RECOMMENDATION:**

That Council approve a support grant \$5,000 to the Seniors Safety Program that was allocated but not disbursed in the 2015-16 fiscal year

**BACKGROUND:**

The 2015-16 budget included a \$5,000 allocation for the Cumberland County Seniors Safety Program. However, no request for funding was received and the amount was not disbursed.

**DISCUSSION:**

The Town has received a letter from the Seniors Safety Program requesting the consideration of funding for the year that was missed in order to assist their budget to remain on track. The Town had anticipated providing this grant, and carried the amount over when the funding application was not received.

This is a valuable program that the Town has supported by way of a \$5,000 grant in 2013 and 2014; as stated in their letter, "The coordinator is based in downtown Amherst and has been involved in many community-based initiatives in order to represent the senior community and support age-friendly work as an active partner."

**FINANCIAL IMPLICATIONS:**

This request is for \$5,000 which was included in the 2015-16 budget but not disbursed. The funds were set aside and will therefore have no impact on the current year's bottom line.



**COMMUNITY ENGAGEMENT:**

This is a part of the annual Community Support Grants; the Town advertises for organizations to submit their applications for financial support.

**ENVIRONMENTAL IMPLICATIONS:**

There are no environmental implications.

**ALTERNATIVES:**

1. Approve the \$5,000 that was missed in the 2015-16 fiscal year
2. Decline the request
3. Consider approving \$10,000 in the 2017-18 community support grants for this organization

**ATTACHMENTS:**

n/a

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Report prepared by: Bill Schurman, Director of Recreation

Report and Financial approved by:

# Synopsis

## Insurance Services Provider

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Aon Reed Stenhouse Inc. has been the Town's insurer since April 1, 2016. According to the terms of agreement, "Based on satisfactory performance and service, subsequent renewals may be granted. (The maximum number of years with any carrier will be five years.)" The current fiscal year (2016-17) has been the first year with Aon Reed Stenhouse Inc.

Staff can confirm that the performance and service with Aon Reed Stenhouse Inc. has been excellent.

Aon Reed Stenhouse confirmed no increase in the rates for the 2017-18 fiscal year.

The Town's Audit Committee met on February 23, 2017 and approved the following motion: **That renewal of the Town's insurance policy with our present carrier, Aon Reed Stenhouse Inc., for a one year term ending March 31, 2018 be referred to the February 27, 2017 regular meeting for Council's approval, as recommended by the Audit Committee**

### **MOTION :**

**That Council approve renewal of the Town's insurance policy with our present carrier, Aon ReedStenhouse Inc., for a one year term ending March 31, 2018 as recommended by the Audit Committee**



## REGULAR COUNCIL

RFD# 2017089

Date: 27 February 2017

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**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Vince Arbing, CPA, CA – Director of Finance

**DATE:** 27 February 2017

**SUBJECT:** Insurance Services Provider

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**ORIGIN:**

Current insurance policy expires March 31, 2017

**LEGISLATIVE AUTHORITY:**

Procurement Policy, 3700-01

**RECOMMENDATION:**

That Council approve renewal of the Town's insurance policy with our present carrier, Aon Reed Stenhouse Inc., for a one year term ending March 31, 2018 as recommended by the Audit Committee.

**BACKGROUND:**

In the terms of agreement section in the latest Request for Proposals, it states "Based on satisfactory performance and service, subsequent renewals may be granted. (The maximum number of years with any carrier will be five years.)" The current fiscal year (2016-17) has been the first year with Aon Reed Stenhouse Inc.

**DISCUSSION:**

Staff can confirm that the performance and service with Aon Reed Stenhouse Inc. has been excellent. We have been with three different insurance companies in the last four years. I have been told that the standard in the insurance industry is to only go to the market every three to five years. That is not to say we cannot go to the market every year, but in order for an insurance company to submit a proposal it is an extreme amount of work doing their due diligence. Only four companies in Canada insure municipalities: Aon Reed Stenhouse, Frank Cowan, JLT and BFL.

The Town's Audit Committee met on February 23, 2017 and approved the following motion:  
**That renewal of the Town's insurance policy with our present carrier, Aon Reed Stenhouse Inc., for a one year term ending March 31, 2018 be referred to the February 27, 2017 regular meeting for Council's approval, as recommended by the Audit Committee**

**FINANCIAL IMPLICATIONS:**

Aon Reed Stenhouse Inc. has confirmed no increase in the rates for 2017-18 fiscal year. One must remember our premium we pay is a factor of our rate times replacement value of our assets. For example, at the start of the current year, property was insured at \$45,386,400.



Since then, we added: New salt shed – value of \$144,486; Community Credit Union Business Innovation Centre – increase value of \$1,312,190; Snowblower – value of \$98,912.

Also, any other increases in property values (such as appraisals or inflationary increases) will increase the premiums accordingly; likewise, any deletions of items would have a corresponding decrease in premiums. For example, we deleted two Ford pickups and a Crown Victoria, but added a 2017 Chevrolet pickup. Therefore, in all likelihood the amount we pay will increase just like it would if we switched companies. It's important to remember, Aon has confirmed no increase in their rates. For example, we are currently paying .09 cents per \$100 of property values and they have confirmed that there will be no increase in this rate at renewal. Here is a history of the amounts paid in the last several years and the carrier we were with:

- |           |                             |           |
|-----------|-----------------------------|-----------|
| • 2016-17 | Aon Reed Stenhouse Inc.     | \$135,062 |
| • 2015-16 | Fraser & Hoyt / Frank Cowan | 170,388   |
| • 2014-15 | Fraser & Hoyt / Frank Cowan | 164,400   |
| • 2013-14 | Archway Insurance / BFL     | 175,017   |

**COMMUNITY ENGAGEMENT:**

N/A

**ENVIRONMENTAL IMPLICATIONS:**

N/A

**ALTERNATIVES:**

- Accept the Audit Committee's recommendation to renew with our present insurance provider, Aon Reed Stenhouse Inc. for the fiscal year ending March 31, 2018;
- Direct staff to issue a Request for Proposals

**ATTACHMENTS:**

N/A

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Report prepared by: Vince Arbing, CPA, CA – Director of Finance

Report and Financial approved by:

# SYNOPSIS

## CJSMA Budget 2017-18

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the Board of the CJSMA has recommended the approval of the 2017/18 operating and capital budget for the CJSMA. In accordance with the Inter Municipal Agreement, the budget is now submitted to the municipal units for approval. At this initial stage, should all three units approve the budget, it will be in effect and be implemented by the staff at the CJSMA. However, should any unit decline to approve the budget, it would forward its concerns to the Authority. The Authority would redistribute the materials with the concerns of the unit(s) and then submit the budget to a special resolution process.

As previously discussed, while this budget features a stable tipping fee and relatively little change, two related issues are of concern:

1. That a proposal for a study to review and contrast the economics of replacing the current cell with a new one against the option of establishing a transfer station and trucking waste elsewhere was eliminated by the Board;
2. The financial implications of the potential construction of a new cell (or the alternative) are not included in this budget.

This issue was discussed by Council in Committee of the Whole at its February 21, 2017 meeting. At that meeting the following motion was approved:

**“To recommend that Council decline to approve the budget as recommended and submit the following concerns to the CJSMA: “We note that the costs of addressing the fact that the existing cell will be full in the fall of 2018 are not addressed in this budget. The Town of Amherst proposes that \$20,000 be added to the budget to fund the cost of a cursory study of this issue and related greenhouse gas emissions and are prepared to approve the budget with that inclusion. Alternatively, should the Board agree to conduct and fund this study in the current 2016/17 fiscal year, Council is prepared to approve the budget as submitted.”**”

# MEMORANDUM

TO: Mayor Kogon and Members of Council  
FROM: Gregory D. Herrett, CPA, CA – Chief Administrative Officer  
DATE: February 27, 2017  
SUBJECT: CJSMA Budget

---

Attached is an email from Solid Waste Manager Stephen Rayworth, along with supporting documents, indicating that the Board of the CJSMA has recommended the approval of the 2017/18 operating and capital budget for the CJSMA. In accordance with the Inter Municipal Agreement, the budget is now submitted to the municipal units for approval. At this initial stage, should all three units approve the budget, it will be in effect and be implemented by the staff at the CJSMA. However, should any unit decline to approve the budget, it would forward its concerns to the Authority. The Authority would redistribute the materials with the concerns of the unit(s) and then submit the budget to a special resolution process.

As previously discussed, while this budget features a stable tipping fee and relatively little change, two related issues are of concern:

1. That a proposal for a study to review and contrast the economics of replacing the current cell with a new one against the option of establishing a transfer station and trucking waste elsewhere was eliminated by the Board;
2. The financial implications of the potential construction of a new cell (or the alternative) are not included in this budget.

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“To recommend that Council decline to approve the budget as recommended and submit the following concerns to the CJSMA: “We note that the costs of addressing the fact that the existing cell will be full in the fall of 2018 are not addressed in this budget. The Town of Amherst proposes that \$20,000 be added to the budget to fund the cost of a cursory study of this issue and related greenhouse gas emissions and are prepared to approve the budget with that inclusion. Alternatively, should the Board agree to conduct and fund this study in the current 2016/17 fiscal year, Council is prepared to approve the budget as submitted.”

## Greg Herrett

---

**From:** Stephen Rayworth <rrayworth@cjsma.ns.ca>  
**Sent:** Friday, January 20, 2017 11:31 AM  
**To:** 'Rennie Bugley'; Greg Herrett; Darrell White  
**Subject:** CJSMA Board Motion - Approval of Budget  
**Attachments:** Salary Increases Recommendation - Jan 2017.docx.pdf; Draft FY 17- 18 Budget - Summary - Jan 2017.pdf; Draft FY 2017-18 Budget.pdf

**Importance:** High

Good Morning Gentlemen,  
At last night's Board meeting , the following motion was approved:

**Moved by** Councillor Rhindress, seconded by Councillor Gilbert to approve the proposed FY 2017/2018 budget as presented with the exception of the expenditure for the Infrastructure Study and to have the budget brought to each council for approval.

**MOTION CARRIED 01-379**

The attached budget and associated memos is as presented last night, with the exception of the Infrastructure Study (and the corresponding transfer from reserves to pay for it) being removed.

Please put this on your council agenda as soon as possible.

As always, please do not hesitate to contact me if you have any questions.

Regards,  
Stephen Rayworth, CET  
Solid Waste Manager  
Cumberland Joint Services Management Authority  
PO Box 549, Amherst NS, B4H 4A1  
Phone: (902) 667-5141  
Fax: (902) 667-5873  
rrayworth@cjsma.ns.ca



## CUMBERLAND JOINT SERVICES MANAGEMENT AUTHORITY

*SOLID WASTE SERVICES*

### MEMORANDUM

**TO:** CJSMA Board Directors  
**FROM:** Stephen Rayworth  
**DATE:** January 18, 2017  
**RE:** Draft Budget FY 2017/2018

---

Attached is the Draft FY 2017/2018 Budget. A summary is provided below.

#### **Tipping Fees:**

All tipping fees remain the same.

#### **Staffing:**

##### **General**

The Budget includes a 1.2% cost of living (CPI) increase for all CJSMA staff as per the Salary Administration Policy (subject to change once December's CPI data is released).

##### **Salary Review Results**

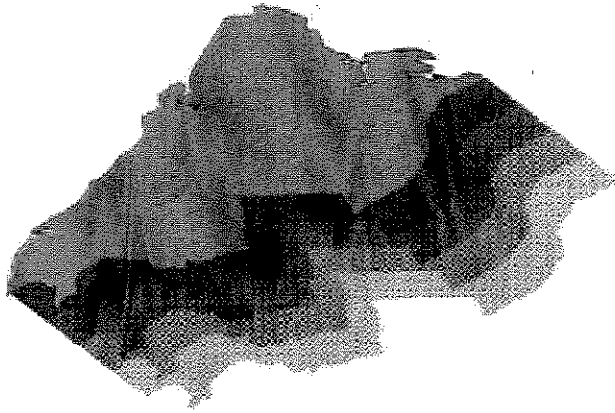
There is a wage adjustment amount identified on page 2. This will be used to implement possible wage adjustments from our wage review study (once it is completed).

#### **Significant Changes in Operational Expenditures**

The lease on our current excavator expires in July. The budget includes the lease of a new excavator. See Page 3.

#### **Capital Expenditures**

All capital expenses currently budgeted (storage for Recycling) have been previously discussed. The design of the new landfill cell is progressing well, and is currently expected to be completed in March 2017. Completion of the design will include detailed construction cost estimates. The design and associated cost estimates will be presented to the Board in March. Construction costs of the new landfill cell and corresponding transfer of funds from the cell development reserves are not included in the budget at this time.



**Cumberland Joint Services Management Authority**  
*Solid Waste Services*

**2017/2018 BUDGET**

January 19, 2017

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CUMBERLAND JOINT SERVICES MANAGEMENT AUTHORITY  
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	<u>14/15</u> <u>Actual</u>	<u>15/16</u> <u>Actual</u>	<u>16/17</u> <u>31-Dec</u>	<u>16/17</u> <u>Projection</u>	<u>16/17</u> <u>Budget</u>	<u>17/18</u> <u>Budget</u>	<u>Deviation from</u> <u>Budget</u>
<b>Solid Waste Operations</b>							
Revenues	1,898,527	2,063,370	1,414,165	1,866,728	2,339,481	1,887,435	-19.32%
Administrative Expenses	521,631	517,713	406,695	542,721	535,257	565,985	5.74%
Operation Expenses	1,065,476	1,034,774	722,468	1,136,281	1,501,201	1,036,012	-30.99%
Surplus (Deficit)	311,420	510,884	285,002	187,726	303,023	285,437	-5.80%
<b>Compost Operation</b>							
Revenues	321,826	331,256	276,725	351,869	322,900	334,600	3.62%
Operation Expenditures	161,868	162,786	140,312	180,239	174,620	180,271	3.24%
Surplus (Deficit)	159,958	168,470	136,413	171,630	148,280	154,329	4.08%
<b>Recycling Operations</b>							
Revenues	392,709	672,314	357,146	563,347	394,700	433,850	9.92%
Operation Expenditures	906,676	1,181,176	623,660	921,877	846,005	873,616	3.26%
Surplus (Deficit)	(513,966)	(508,862)	(266,514)	(358,530)	(451,305)	(439,766)	
<b>Total Revenues</b>	2,613,062	3,066,940	2,048,036	2,781,943	3,057,081	2,655,885	-13.12%
<b>Total Expenses</b>	2,655,650	2,896,449	1,893,135	2,781,118	3,057,082	2,655,885	-13.12%
<b>Surplus (Deficit)</b>	(42,589)	170,491	154,901	825	(1)	0	

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<b>REVENUE - LANDFILL OPERATIONS</b>							
Tipping Fees	1,766,609	1,945,847	1,327,098	1,610,600	1,774,420	1,750,250	-1.36%
Other Income	35,502	13,294	21,156	30,000	50,961	53,485	4.95%
Funding/Grants	96,416	104,229	65,911	89,128	89,100	83,700	-6.06%
Reserve Transfer (Scada/Cell Design)	0	0	0	137,000	425,000	0	
<b>Total Revenue</b>	<b>1,898,527</b>	<b>2,063,370</b>	<b>1,414,165</b>	<b>1,866,728</b>	<b>2,339,481</b>	<b>1,887,435</b>	<b>-19.32%</b>
<b>EXPENSES - ADMINISTRATION</b>							
Wage Contingency	0	0	0	0	0	40,000	
Bad Debt Allowance	0	3,803	0	0	0	0	
Bank Charges	238	284	280	250	250	250	0.00%
Advertising	2,094	786	2,750	2,500	2,500	2,500	0.00%
Administration Salaries & Benefits	387,398	379,395	280,299	378,557	377,657	391,385	3.64%
Electricity	6,104	5,515	3,651	6,400	6,400	6,400	0.00%
Travel & Training	23,728	26,793	15,489	21,429	23,750	22,250	-6.32%
Payroll Admin	2,718	2,932	2,166	3,000	3,000	3,000	0.00%
Total Telephone	12,794	14,074	8,665	11,554	15,000	13,500	-10.00%
Professional Fees	39,550	34,487	39,039	44,000	39,000	39,000	0.00%
Meeting Expense	1,714	1,597	889	2,000	2,000	2,000	0.00%
Office Expense	10,682	21,534	29,136	39,366	23,700	14,700	-37.97%
Waste Diversion	34,609	26,512	24,330	33,665	42,000	31,000	-26.19%
<b>Total Administration Expense</b>	<b>521,631</b>	<b>517,713</b>	<b>406,695</b>	<b>542,721</b>	<b>535,257</b>	<b>565,985</b>	<b>5.74%</b>
<b>EXPENSES - LANDFILL OPERATIONS</b>							
Hazardous Waste Program	23,197	31,429	29,387	29,000	27,500	27,500	0.00%
Total Staffing Costs	243,497	217,408	165,138	215,040	230,105	227,477	-1.14%
Utilities	11,451	8,330	3,872	8,923	12,750	12,000	-5.88%
Insurance	19,099	18,087	14,665	19,553	20,000	20,000	0.00%
Capital	36,431	0	19,913	144,000	425,000	4,000	-99.06%
Video Cameras/Security System	729	559	487	1,250	1,250	1,000	-20.00%
Total Safety	2,043	5,152	2,016	2,688	7,000	4,500	-35.71%
Total Scale House	8,557	12,950	10,093	12,543	11,350	11,600	2.20%
Consulting Services	4,171	28,201	714	10,000	10,000	10,000	0.00%
Site Maintenance	20,335	28,596	17,442	21,000	27,000	29,000	7.41%
Equipment	164,973	165,633	118,306	168,858	170,400	166,200	-2.46%
Fuel & Oil	56,770	49,139	36,438	48,584	58,600	52,500	-10.41%
Communications Eqp.	2,671	2,609	0	3,000	3,000	3,000	0.00%
Leachate System	123,241	116,336	30,899	122,007	147,786	121,495	-17.79%
Monitoring	48,159	52,550	56,519	52,600	50,000	52,500	5.00%
Sediment Management	781	1,980	0	2,000	2,000	2,000	0.00%
Cell Development Reserve	126,457	124,789	92,285	115,126	125,560	122,640	-2.33%
Cell Closure	142,914	141,028	104,295	130,108	141,900	138,600	-2.33%
Transfer to Equipment Reserve	30,000	30,000	20,000	30,000	30,000	30,000	0.00%
<b>Total SW Expenditures</b>	<b>1,065,476</b>	<b>1,034,774</b>	<b>722,468</b>	<b>1,136,281</b>	<b>1,501,201</b>	<b>1,036,012</b>	<b>-30.99%</b>
<b>Total Administrative Expense</b>	<b>521,631</b>	<b>517,713</b>	<b>406,695</b>	<b>542,721</b>	<b>535,257</b>	<b>565,985</b>	<b>5.74%</b>
<b>Solid Waste Contribution</b>	<b>311,420</b>	<b>510,884</b>	<b>285,002</b>	<b>187,726</b>	<b>303,023</b>	<b>285,437</b>	<b>-5.80%</b>
<b>Waste Tonnages</b>							
Residual	7,540	7,886	5,800	7,206	7,800	7,600	-2.56%
C & D	4,476	5,499	4,699	5,231	5,000	5,150	3.00%
Oily Soils	1,215	768	709	709	907	1,000	10.25%
Recycling Waste	870	767	521	601	800	800	0.00%
<b>Total Landfill Tonnage</b>	<b>14,101</b>	<b>14,921</b>	<b>11,728</b>	<b>13,748</b>	<b>14,507</b>	<b>14,550</b>	<b>0.30%</b>
Cost/Tonne	75.56	69.35	61.60	82.65	103.48	71.20	-31.19%
Net Revenue/Tonne	22.08	34.24	24.30	13.66	20.89	19.62	-6.08%

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	14/15 <u>Actual</u>	15/16 <u>Actual</u>	16/17 <u>31-Dec</u>	16/17 <u>Projection</u>	16/17 <u>Budget</u>	17/18 <u>Budget</u>	Deviation from <u>Budget</u>
<b>REVENUE - COMPOST FACILITY</b>							
Tipping Fees	292,400	301,755	257,782	320,706	292,500	315,000	7.69%
Compost Sales	5,983	4,287	7,762	7,762	7,000	7,000	0.00%
Diversion Credits	23,444	25,213	11,180	23,400	23,400	12,600	-46.15%
<b>Total Revenues</b>	<b>321,826</b>	<b>331,256</b>	<b>276,725</b>	<b>351,869</b>	<b>322,900</b>	<b>334,600</b>	<b>3.62%</b>
<b>EXPENSES - COMPOST FACILITY</b>							
Wages & Benefits	53,127	45,744	37,172	48,406	48,045	46,196	-3.85%
Safety Eqp. & Clothing	1,404	862	355	1,500	1,500	1,500	0.00%
Equipment Costs	57,590	57,223	62,224	71,416	60,825	69,825	14.80%
Compost Building & Site	4,761	4,585	9,669	10,717	11,250	12,750	13.33%
Analysis Expense	3,957	12,859	5,157	5,157	9,000	6,000	-33.33%
Insurance	15,364	15,909	12,407	16,542	17,500	17,500	0.00%
Biofilter Mgmt	0	0	0	1,000	1,000	1,000	0.00%
Equipment Reserve	20,000	19,992	13,328	20,000	20,000	20,000	0.00%
Leachate Mgmt	5,665	5,611	0	5,500	5,500	5,500	0.00%
<b>Total Organic Expenses</b>	<b>161,868</b>	<b>162,786</b>	<b>140,312</b>	<b>180,239</b>	<b>174,620</b>	<b>180,271</b>	<b>3.24%</b>
<b>Contribution from Compost</b>	<b>159,958</b>	<b>168,470</b>	<b>136,413</b>	<b>171,630</b>	<b>148,280</b>	<b>154,329</b>	<b>4.08%</b>
Compostable Materials	3,618.18	4,441.59	3,553	4,392	3,900	4,200	7.69%
Cost/Ton	44.74	36.65	39.49	41.04	44.77	42.92	-4.14%
Net Revenue/Ton	44.21	37.93	38.40	39.08	38.02	36.74	-3.36%
<b>REVENUE - RECYCLING OPERATIONS</b>							
Recycling Sales	372,689	383,991	348,690	445,647	377,000	375,000	-0.53%
Diversion Credits	20,020	17,162	8,456	17,700	17,700	8,850	-50.00%
Surplus Transfer (Storage Containers)	0	271,160	0	100,000	0	50,000	#DIV/0!
<b>Total Recycling Revenue</b>	<b>392,709</b>	<b>672,314</b>	<b>357,146</b>	<b>563,347</b>	<b>394,700</b>	<b>433,850</b>	<b>9.92%</b>
<b>RECYCLING EXPENSES</b>							
Total Supplies & Materials	12,384	17,021	26,556	26,614	21,500	21,500	0.00%
Total Staff Expense	547,882	618,809	419,714	546,526	589,805	589,916	0.02%
Capital (2018-Storage)	13,700	285,649	6,619	107,000	0	50,000	#DIV/0!
Insurance	13,430	13,906	11,307	15,076	15,000	15,000	0.00%
Clothing Allowance	6,015	6,623	4,140	5,520	6,000	6,000	0.00%
Safety Expense	29,188	48,580	24,476	32,635	40,000	40,000	0.00%
Plant Costs	61,945	92,683	69,013	110,496	94,000	68,500	-27.13%
Equipment Costs	61,015	77,140	47,983	58,729	58,200	61,200	5.15%
Recycle Transport	1,113	762	517	1,500	1,500	1,500	0.00%
Equip. Reserve	160,004	20,004	13,336	17,781	20,000	20,000	0.00%
<b>Total Recycling Expenses</b>	<b>906,676</b>	<b>1,181,176</b>	<b>623,660</b>	<b>921,877</b>	<b>846,005</b>	<b>873,616</b>	<b>3.26%</b>
<b>Recycling Contribution</b>	<b>(513,966)</b>	<b>(508,862)</b>	<b>(266,514)</b>	<b>(358,530)</b>	<b>(451,305)</b>	<b>(439,766)</b>	
Recyclable Tonnages	3,894	3,777	2,805	3,602	3,750	3,750	0.00%
Cost/Ton	232.85	312.70	222.34	255.97	225.60	232.96	3.26%
Net Cost/Ton	131.99	134.71	95.01	99.55	120.35	117.27	-2.56%

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**SCHEDULE 1**

**Tipfees Estimated Tonnages By Source**

	2013 Tonnages	2014 Tonnages	2015 Tonnages	2016 Tonnages	Projected 2017 Tonnages	Budgeted 2018 Tonnages	Tip Fee \$/TON	Budgeted 2017 Revenue
<b>Solid Waste</b>								
Regular Garbage	7,562	7,530	7,886	7,743	7,193	7,600	\$175.00	\$1,330,000
Recycling/Compost Waste	792	827	767	804	690	800		
	<u>10,268</u>	<u>8,357</u>	<u>8,653</u>	<u>8,547</u>	<u>7,883</u>	<u>8,400</u>		
<b>Other Materials</b>								
Regular C & D	4,740	4,049	4,766	5,642	4,561	4,500	\$75.00	\$337,500
Sorted C&D	781	424	732	711	600	650	\$35.00	22,750
Oily Soils	1,424	1,215	768	3,001	710	1,000	\$60.00	60,000
								<u>\$1,750,250</u>
								To L/F Revenues
<b>Compost</b>								
Source Separated	3,210	3,578	4,441	4,098	4,385	4,200	\$75.00	\$315,000
								To Compost Revenues
<b>Recycling</b>								
Recyclables:	<u>3,822</u>	<u>3,897</u>	<u>3,777</u>	<u>3,755</u>	<u>3,595</u>	<u>3,750</u>	\$0.00	0
Total Of Residual, Organics and Recyclables	14,594	15,005	16,104	15,596	15,173	15,550		
Total Of All	24,245	21,520	23,137	25,754	21,734	22,500		

**SCHEDULE 2**

**Allocation of Diversion Credits**

	Actual 2012	2013	2014	2015	Projected 2016	Budget 2017	
<b>Facility</b>							
Landfill	\$13,765	\$7,960	\$5,646	\$7,792	\$10,082	\$3,600	14.37%
Compost	19,975	12,700	9,033	\$24,713	21,796	12,600	50.30%
Recycling	31,623	19,105	14,302	\$16,715	18,538	8,850	35.33%
<b>Total</b>	\$65,363	\$39,765	\$28,981	\$49,220	\$50,416	\$25,050	
<b>Materials Diverted</b>							
Landfill	2,070	1,500	1,800	1,400	1,500	1,200	
Compost	2,155	3,614	3,618	4,440	4,385	4,200	
Recycling	2,972	3,205	3,187	3,003	2,866	2,950	
<b>Total</b>	7,662	7,700	8,605	8,843	8,751	8,350	
Diversion Per Ton	9	12	3	6	6	3	

**SCHEDULE 3 -**

**Change in Reserve Balances**

	Equipment Reserve	Cell Development	Closure/ Post-Closure	Total Reserves
Beginning Balances (3/31/16)	726,174	2,832,929	2,689,396	6,248,499
2017 Projected Transfers From Operations	(89,219)	35,126	130,108	76,016
2018 Transfers From (To) Operations Scheduled Allocation	70,000	122,640	138,600	331,240
Ending Balances (03/31/17)	706,955	2,990,695	2,958,104	6,986,995

# Synopsis

## **Municipal Access Operating Agreement – Heritage Gas Limited**

In order for Heritage Gas to deliver natural gas to customers in Amherst, access to our street network is required for their infrastructure. In order to protect the interests of both parties, the Town and Heritage Gas entered into an agreement that outlines the terms and conditions for the installation of Heritage's infrastructure within our street right of ways. The agreement, which expired December 31, 2016, covered issues such as liability, costs, damage to our infrastructure, sharing of construction information, coordination of proposed future work plans and safety considerations. The new agreement being proposed is very similar to the one that expired on December 31<sup>st</sup>, with only minor editorial and housekeeping changes.

The Town Engineer has reviewed the agreement is recommending acceptance.

### **Motion:**

**That Council approve the Municipal Access Operating Agreement with Heritage Gas Limited, and authorize the Mayor and CAO to sign the Agreement on behalf of the Town.**



## REGULAR COUNCIL

RFD# 2017091

Date: February 27, 2017

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**TO:** Mayor Kogon and Members of Amherst Town Council  
**SUBMITTED BY:** Jason MacDonald  
**DATE:** February 27, 2017  
**SUBJECT:** Municipal Access Operating Agreement – Heritage Gas Limited

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**ORIGIN:**

Expiration of the current Municipal Access Operating Agreement between the Town and Heritage Gas Limited to provide access to our streets for natural gas infrastructure.

**LEGISLATIVE AUTHORITY:**

MGA **Section 47 (5)** The council may make and carry out a contract, perform an act, do anything or provide a service for which the municipality or the council is authorized by an Act of the Legislature to spend or borrow money. **Section 65** The council may expend money required by the municipality for (ac) a system for the supply or distribution of electricity, gas, steam or other source of energy; **Section 78** of the Public Utilities Act provides Council with the authority to grant permission to a Public Utility to install infrastructure within a town street of way.

**RECOMMENDATION:**

That Council approve the Municipal Access Operating Agreement with Heritage Gas Limited, and authorize the Mayor and CAO to sign the agreement on behalf of the Town

**DISCUSSION:**

In order for Heritage Gas to deliver natural gas to customers in Amherst, access to our street network is required for their infrastructure. In order to protect the interests of both parties, the Town and Heritage Gas entered into an agreement that outlines the terms and conditions for the installation of Heritage's infrastructure within our street right of ways. The agreement, which expired December 31, 2016, covered issues such as liability, costs, damage to our infrastructure, sharing of construction information, coordination of proposed future work plans and safety considerations. The new agreement being proposed is very similar to the one that expired on December 31st, with only minor editorial and housekeeping changes.

The Town Engineer has reviewed the agreement and is recommending acceptance.

**FINANCIAL IMPLICATIONS:**

The agreement states that each ground breaking permit required includes a fee of \$500, with a maximum of \$5,000 per year payable to the Town.

**COMMUNITY ENGAGEMENT:**

A media release will be developed should Council approve this agreement.



**ENVIRONMENTAL IMPLICATIONS:**

There are no environmental implications as a result of entering into this agreement.

**ALTERNATIVES:**

1. Approve the Municipal Access Operating Agreement as recommended;
2. Approve the Municipal Access Operating Agreement with changes;
3. Refer the agreement back to staff for further negotiations with Heritage Gas Limited.

**ATTACHMENTS:**

Proposed Agreement.

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Report prepared by: Jason MacDonald, Deputy CAO, Operations  
Report and Financial approved by:

## **AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 2017-2021**

**THIS MUNICIPAL OPERATING ACCESS AGREEMENT** - made this \_\_\_\_ day of \_\_\_\_\_, 2016.

**BETWEEN:**

**TOWN OF AMHERST**

(hereinafter called the “Town”)

-and-

**HERITAGE GAS LIMITED**

(hereinafter called “Heritage”)

**WHEREAS** the award of the natural gas distribution franchise to Heritage by the Nova Scotia Utility and Review Board was approved by the Province of Nova Scotia by Order in Council dated February 21, 2003 granting Heritage a full regulation class franchise for the construction and operation of a natural gas distribution system in certain areas of Nova Scotia;

**AND WHEREAS** the Town holds title to the Streets within the Town which it maintains;

**AND WHEREAS** Heritage wishes to use municipal streets for the installation and operation of a Gas Distribution System;

**AND WHEREAS** the Town approved in May, 2005 the terms and conditions of the first Municipal Operating Access Agreement (“MOAA”) for the period June 1, 2005 to December 31, 2010; and subsequent agreement for the January 1, 2011 to December 31, 2016 time period;

**AND WHEREAS** the Town and Heritage wish to enter into a new MOAA for a further period of time;

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

### **Definitions**

1. In this Agreement,
  - a. “Engineer” means the Engineer as defined by the Municipal Government Act (Nova Scotia).
  - b. “Gas Distribution System” includes any pipe, pipeline, main, service, trap, vent, vault, manhole, meter, gauge, regulator, valve, appliance, attachment, and any other property located or to be located in, upon, along, across, under or over the Streets of the Town and used or useful in transportation, transmission or distribution of natural gas.
  - c. “Locate” means the process conducted by Heritage to determine the underground location of a natural gas pipeline prior to excavation or disturbance of earth and soil.
  - d. “NSUARB” means the Nova Scotia Utility and Review Board.
  - e. “Permit and Locate Form” means that form used by Heritage to identify specifics and location of infrastructure for customer service connections.

## **AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 2017-2021**

- f. “Gross negligence” means a conscious and voluntary disregard of the need to use reasonable care, and shall include situations where the Town neglects to request locate information as required by the Regulations made pursuant to the Pipeline Act.
- g. “Project” refers to planned annual construction programs of natural gas pipelines by Heritage.
- h. “Street” means Street as defined by the Municipal Government Act and for the purposes of this Agreement includes the public streets, street right of ways, highways, roads, lanes, sidewalks, and thoroughfares as the same now or may hereafter exist within the Town.
- i. “Town” means the Town of Amherst.

### **License and Consent**

- 2. (1) The Town hereby grants Heritage an exclusive encroachment license for use of its Streets for the purpose of constructing, operating and maintaining the Gas Distribution System.
- (2) This Agreement does not grant a right to attach gas lines to municipally owned bridges; such attachments are subject to the approval of the Engineer on a case by case basis.
- (3) The grant of the license is subject to the terms and conditions of this Agreement, and compliance with all federal, provincial and municipal laws including CSA Code Z662, Pipeline Regulations (Nova Scotia), and applicable By-laws of the Town as amended from time to time.
- (4) To the best of its ability, the Town shall endeavour to notify Heritage well in advance of any proposed municipal law changes that affect this Agreement, and to facilitate consultations between Heritage and the Town regarding the contents of such municipal law changes.
- (5) Without limiting the generality of the foregoing, Heritage confirms that it will comply with all requirements of the Nova Scotia Occupational Health and Safety Act with regard to its Gas Distribution System.

### **Term of Agreement**

- 3. (1) This Municipal Operating Access Agreement shall be for a period of five (5) years (the “Term”) commencing on the January 1, 2017 until December 31, 2021, subject to the earlier abandonment of said franchise, in which case this Agreement shall automatically terminate on the date of the abandonment except as otherwise provided by this Agreement.
- (2) Six months prior to the expiry of the Term, the parties shall enter into negotiations to renew this Agreement upon such terms and conditions as may be agreed. In the event parties do not agree on the terms and conditions of a renewal agreement prior to one month before the end of the Term, the matter shall be determined by the NSUARB pursuant to Section 78 of the Public Utilities Act (Nova Scotia) and Section 9 of the Gas Distribution Act (Nova Scotia). The parties agree that in the interim, in such case, the terms and conditions of this Agreement shall govern until such time that an order is issued on the matter by the NSUARB.

## **AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 2017-2021**

### **Training**

4. Heritage commits to providing training at no cost to the Town with respect to natural gas awareness and emergency response issues for appropriate Town engineering and operations staff, building/street inspectors and emergency services including fire and police personnel relating to the Gas Distribution System.

### **Construction Schedule**

5. (1) The Town and Heritage each recognize the benefits of joint infrastructure planning between the Town and Heritage. Heritage shall continue the open dialogue process with the Engineer to ensure natural gas project planning is current and the Town shall continue the open dialogue with Heritage to ensure project planning is current. At a minimum, Heritage shall meet with the Engineer, before December 31<sup>st</sup> of each year, for the purpose of exchanging known or proposed plans of both the Gas Distribution System and the Town's service systems for the following year.
- (2) The Town and Heritage shall jointly promote the "Call Before You Dig" safety program within each organization and the public during the annual construction season and on any other pertinent occasion. The Town shall, at no cost to Heritage, take an active role in promoting Call Before You Dig and excavation safety both within municipal departments and to third parties working in the Street.
- (3) Unless with express approval from the Engineer, no construction shall take place in the travelled portion of the Town's right-of-way after October 31 of each calendar year.

### **Design**

6. (1) The Engineer shall be the final approval authority for the location of all portions of the Gas Distribution System located within municipal Streets, which approval shall not be unreasonably withheld. The location and installation of the Gas Distribution System shall be consistent with applicable Canadian gas codes including CSA Z662 as amended from time to time.
- (2) Heritage is responsible to restore Streets in accordance with the Town's policies, applicable to Heritage operations, as amended from time to time. Notwithstanding the generality of the foregoing, where a pavement cut is made on a Street that has been paved within the previous five (5) years, the Town may, at the sole discretion of the Engineer, apply more stringent specifications to the surface restoration requirements for that Street.

### **Permits**

7. (1) In accordance with the Town's permitting requirements, Heritage shall annually obtain a Street Breaking Permit for every project where the Gas Distribution System is proposed to be installed within the Town. A Street Breaking Permit will remain in force until the project is completed.
- (2) Notwithstanding any other provision herein, Heritage or its contractor shall also provide refundable performance security to the Town in the estimated amount of Street

## **AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 2017-2021**

restoration costs to guarantee the restoration of Streets to the satisfaction of the Engineer.

- (3) With respect to construction scheduling, the Town will require Heritage or its contractor to follow the Town's policy that will minimize potential traffic and related disruptions to businesses. Construction should be coordinated with the Town's capital budget projects.
- (4) If service connections are not installed during initial construction of the Gas Distribution System on a Street, then Heritage will submit to the Town a copy of Heritage's Permit and Locate Form prior to the construction and installation of the customer service connection. This Form shall be submitted to the Town, on a best effort basis, at least 10 days prior to the construction of the customer service connection.

### **Fees**

8. (1) In accordance with section 7 above, the following fee structure will apply and supersede the Town's Street Breaking Policy as it relates to fee for the issuance of Street Breaking Permits to Heritage. The following fees reflect the Town's costs related to the Engineering, administration and inspection of natural gas project conducted by Heritage within the Town:
  - (a) The Street Breaking Policy fee structure of \$500.00 for each Street cut will apply to the installation of natural gas pipelines;
  - (b) No Street Breaking fee shall be applied to the construction of a service line that is installed at the same time as the natural gas pipeline to which it is connected; and
  - (c) Total Street Breaking fees applied to service line installations shall not exceed \$5,000.00 for a given year.

### **Damage to Municipal Property**

9. (1) If any portion of any Street or municipal infrastructure is damaged by reason of defects in any portion of the Gas Distribution System, or by reason of any other cause arising directly from the installation or presence of the Gas Distribution System, Heritage shall, at its own cost and expense, immediately repair any such damage and restore such portion of such damaged Street to as good or better condition than existed before such defect or other cause of damage occurred, such work to be done under the direction and to the satisfaction of the Engineer.
- (2) Heritage agrees that trees on municipal property are to be protected at all times. The Gas Distribution System is to be designed on the premise that, unless approved by the Engineer, municipal trees are not to be adversely affected by the installation or operation of the Gas Distribution System.
- (3) If any tree is damaged or destroyed by reason of a defect in any portion of the Gas Distribution System, or by reason of any other cause arising directly from the construction or the operation of the Gas Distribution System, Heritage shall, at its own cost and expense, repair such damage or replace such trees under the direction and to the satisfaction of the Engineer.

## **AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 2017-2021**

### **Emergency Response**

10. (1) Heritage shall provide:
  - (a) to the Engineer a list of emergency contact personnel from Heritage available at all times and shall ensure that the aforementioned list is always current;
  - (b) an electronic copy of Heritage's Emergency Response Manual; and
  - (c) a person to liaise in developing the joint Emergency Measures gas response program.
- (2) It is agreed that the Emergency Measures gas response program shall be reviewed periodically by appropriate representatives of the Town and Heritage.

### **Record Information and GIS**

11. (1) Heritage shall provide, at its expense, to the Town record drawings in an electronic format compatible with the Town's corporate geographic information system (GIS) within three (3) months of the end of construction season each year, or as requested by the Town.
- (2) Both parties are aware that the steel pipelines constructed by Heritage are located in xyz Geographic coordinate system using total station surveying equipment and/or Global Positioning System, whereas PE mains are located only in xy coordinates by measuring offsets from above-ground landmarks.
- (3) The Town shall provide, at its expense, to Heritage existing GIS information that may assist in the development of the natural Gas Distribution System. The GIS information will be used solely by Heritage for the planning and construction of natural gas pipelines and shall not be distributed to any party not associated with Heritage projects within the Town.

### **Locate Requirement**

12. (1) The Town shall request line locates for all municipal activities associated with ground disturbance, soil excavation or sign installations that could result in damage to buried natural gas pipelines, including but not limited to light standard and sign installation, traffic loop modifications, tree planting, and any other municipal project undertaken by the Town.
- (2) Upon receiving a request from the Town, Heritage shall, at no cost to the Town and using reasonable best efforts, provide locations of its Gas Distribution System:
  - (a) Within one (1) hours in the event of an emergency;
  - (b) Within twelve (12) hours in the event of a priority request;
  - (c) Within forty-eight (48) hours in all other cases.

## **AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 2017-2021**

### **Relocations**

13. (1) Subject to 13(2) upon receipt of one hundred and twenty (120) days notice from the Town, Heritage, at its own expense, shall relocate its Gas Distribution System within a Street, or perform any other work in connection with the Street as may be required by the Town for municipal purposes or by law. In case of an emergency, Heritage shall respond promptly in accordance to the provisions of its Emergency Response Manual referred to in section 10 above.
- (2) Where any part of the Gas Distribution System relocated in accordance with this section is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Town and Heritage on the basis of the total relocation costs, excluding the value of any upgrading of the Gas Distribution System, and deducting any contribution paid to Heritage by others in respect to such relocation as follows:
  - (a) where the relocation is a result of Streets work or conflicts in elevation with any sewer or water main crossing(s) and occurs within two years of the installation of the portion of the Gas Distribution System to be relocated, the costs shall be paid 100% by the Town;
  - (b) where the relocation is a result of Streets work or conflicts in elevation with any sewer or water main crossing(s) and occurs after the end of the second year following the installation of the portion of the Gas Distribution System to be relocated, but not more than five years, the costs shall be shared 65% by Heritage and 35% by the Town;
  - (c) where the relocation is a result of Streets work or conflicts in elevation with any sewer or water main crossing(s) and occurs after the end of the fifth year following the installation of the portion of the Gas Distribution System to be relocated, the costs shall be paid 100% by Heritage; and
  - (d) where the relocation is a result of any municipal infrastructure other than Streets work, water mains or conflicts in elevation with any sewer crossing(s), the costs shall be paid 100% by the Town.
- (3) Heritage shall not be required to bear the expense of any removal or relocation made at the request of the Town on behalf or for the benefit of any private developer or other third party.
- (4) At the request of the Engineer, Heritage shall structurally support any portion of its Gas Distribution System at its own cost, where necessary, as part of the process of implementing any municipal improvements.

### **Warranty Concerning Condition of Streets**

14. The Town has made no representations or warranties as to the state of repair of the Streets or the suitability of the Streets for any business, activity or purpose whatsoever and Heritage hereby agrees to install pipelines within Streets on an “as is” basis.

## **AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 2017-2021**

### **Liability**

15. (1) Except for the gross negligence of the Town, Heritage agrees that the Town is not responsible, either directly or indirectly, for any damage to the Gas Distribution System that may result from the activities of the Town, its officers, employees, contractors or agents. The Town assumes responsibility and will reimburse Heritage for any and all loss or damage caused to the Gas Distribution System due to the Town's own gross negligence.
- (2) Except for the negligence of Heritage, the Town agrees that Heritage is not responsible, either directly or indirectly, for any damage to the Municipality's facilities located on, in or under the Street that may result from the activities of Heritage, its officers, employees, contractors or agents. Heritage assumes responsibility and will reimburse the Municipality for any and all loss or damage caused to the Street due to Heritage's own negligence.
- (3) Notwithstanding subsections (1) and (2), Heritage and the Town are not liable one to the other either on the basis of gross negligence or on any other basis for any consequential or economic losses due to the actions of the other party, its agents or employees working in, under, over, along, upon or across the Streets and roads or other owned or occupied property of the Town, or to the Gas Distribution System.

### **Indemnification**

16. (1) Save and except for loss or damage caused by the gross negligence of the Town, Heritage covenants and agrees to indemnify and save harmless the Town's agents, officers, elected officials, employees and assigns from any and all losses, claims, including any claim for injurious affection, charges, damages and expenses which the Town may at anytime bear, sustain or suffer, by reason, or on account of the placement, installation, relocation, maintenance or use of Heritage facilities in, on, under, over, along or across a Street or road, and Heritage will, upon demand and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the Town on any such claim, demand or cause of action, and will pay and satisfy any judgment or decree which may be rendered against the Town for any and all legal expenses incurred in connection therewith. Heritage's obligation to indemnify and save harmless the Town shall survive the termination of this Agreement.
- (2) Subject to the provisions of this Agreement, the Town covenants and agrees to indemnify and save harmless Heritage's agents, officers, employees and assigns from any and all losses, claims, including any claim for injurious affection, charges, damages and expenses which Heritage may at any time bear, sustain or suffer, by reason, or on account of the gross negligence of the Town and the Town will, upon demand and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against Heritage on any such claim, demand or cause of action, and will pay and satisfy any judgment or decree which may be rendered against Heritage for any and all legal expenses incurred in connection therewith. The Town's obligation to indemnify and save harmless Heritage shall survive the termination of this Agreement.

### **Insurance**

## **AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 2017-2021**

17. Heritage confirms that it has and shall maintain insurance in sufficient amount and description as will protect Heritage from claims for damages, personal injury including death, and for claims for property damage which may arise from Heritage's operations in the Town under this Agreement, including the use or maintenance of its Gas Distribution System in its Streets or any act or omission of Heritage's agents or employees while engaged in the work of placing, maintaining, renewing or removing any portion of its Gas Distribution System and such coverage shall include all costs, charges and expenses reasonably incurred with any injury or damage. Heritage confirms that the insurance that it presently has meets the requirements of the terms and conditions of its franchise grant pursuant to the Gas Distribution Regulations. A copy of the Heritage's insurance policy will be made available upon written request of the Town.

### **Abandonment or Discontinued Use of Pipeline Infrastructure**

18. In the event of the abandonment or the discontinued use of all or any part of the Gas Distribution System, any removal is subject to the consent of the Town but subject always to any overriding direction or order of the NSUARB.

### **Assignment**

19. This Agreement may be transferred or assigned by Heritage with the approval of the NSUARB and with the consent of the Town, which consent shall not be unreasonably withheld.

### **Breach**

20. The Town and Heritage agree that should Heritage or the Town materially fail to carry out any of the terms, covenants and conditions herein contained or default in any of its obligations under the terms hereof and fail within thirty (30) days after receiving written notice from the other party to correct any such failure which is capable of correction, then this Agreement may, at the option of the non-defaulting party, and subject to the approval of the NSUARB, thereupon be terminated by giving written notice to be effective upon receipt, provided that Heritage shall continue to be liable to the Town for all payments due and obligations incurred under this Agreement prior to such termination.

### **Agreement Interpretation**

21. Subject to the right of either party to apply to the NSUARB for the resolution of disputes arising under this Agreement, the Town and Heritage agree that any disputes concerning the interpretation or application of this Agreement shall be resolved through arbitration pursuant to the terms of the Commercial Arbitration Act, Stats. N.S. 1999, c.5.

### **Termination**

22. Subject to the approval of the NSUARB, if this Agreement is terminated by the Town pursuant to section 20, all the unfulfilled covenants, indemnities and obligations of Heritage hereunder shall survive such termination.





# Internal Committee Report

## Planning Advisory Committee

**February 27, 2017**

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The Planning Advisory Committee met on Monday, February 6<sup>th</sup>. Items on the agenda included an application for a Development Agreement for 150 East Victoria Street to permit the conversion of an existing motel to an 11-unit apartment complex. A motion was made to enter into the proposed development agreement however it was defeated. An alternative motion was not made. This matter will now go to Council without a recommendation from the PAC.

Also on the agenda was an application for a Development Agreement for 34 Mallard Drive to construct two 4-unit townhouse dwellings. The Committee passed a motion recommending that Council enter into the development agreement as drafted by staff.

The Committee passed a motion recommending that Council amend the Municipal Planning Strategy to establish a Commercial Development District to provide for a commercial assessment phase-in tool.

A motion was also passed recommending that Council include the VIA Rail/Canadian National Railways (CNR) Station in the Town register of Heritage Properties.

# **Internal Committee Report**

## **Amherst Board of Police Commissioners**

### **February 27, 2017**

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The Amherst Board of Police Commissioners met on February 8, 2017 in Council Chambers. New commissioners, Councillors Jason Blanch and Darrell Jones, were sworn in and Commissioner Paul Calder was appointed as Chair, with Commissioner Sandy Fairbanks as Vice-Chair.

The Chief advised the Board that the Major Crime Unit is being audited by the Department of Justice. This is as a result of the Justice Minister's instructions in September 2016 to initiate a process to audit police services on an ongoing basis. Audits are welcomed by Chiefs of Police, as they see them as a tool to assist them in making improvements where necessary.

The Board asked that a letter of congratulations be sent to Staff Sgt. Scott White in recognition of his 40 years of service with the Amherst Police Department.

The Chief presented information to the Board on the Department's Quality Assurance Project, and samples of the Department's Standing Orders.

The next regular meeting of the Board is scheduled for March 8.

# **Internal Committee Report**

## **Amherst Youth Town Council**

### **February 27, 2017**

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Amherst Youth Town Council (AYTC) has agreed to host a presentation night where community organizations are invited to present youth focused ideas to better our community. This event is planned for February 28th at 6 pm at the Community Credit Union Business Innovation Centre in the boardroom.

AYTC has applied for a community support grant of \$5,000 from the Town of Amherst and we look forward to that request working its way through the Town's budget process. We are asking for these funds to help support our youth focused initiatives such as hosting youth activities at YMCA. Also these funds will help promote our community and get youth involved and keep them active.

AYTC has been actively promoting and inviting youth in our community to take part in a three-question survey asking:

- 1) have you heard of the AYTC?
- 2) are you informed about activities that happen in Amherst? and
- 3) what would you like to see happen in the Town of Amherst.

At this point we have 55 responses. 18% of respondents are unsure what AYTC is and 54% feel they are not informed of activities that are happening in Amherst. We are continuing to compile the data on what youth would like to see happen in the town. We will continue to review results as surveys are completed and will provide an update at the next meeting.

AYTC is planning is a Zumba night and a March break rock-a-thon at the Cumberland YMCA. This concludes the January 2017 monthly update for the AYTC.

# External Committee Report

## Cumberland Public Libraries

### February 27, 2017

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#### **Election of Officers**

The Board elected Councillor Marlon Chase as Vice Chair

#### **2017/18 Financials**

Ms. Corey presented the Board with ongoing cost cutting measures and fiscal projections for 2017-18

Cut to save money:

- All databases have been cut (Ancestry will be cut in March when it comes up for renewal)
  - reduces access to newspapers, reliable health information, car repair information, and more
- Movie license (Criterion will be cut in June)
  - no more afterschool movies
  - no more classic movie nights
- Programs
  - which means less people through the door which further diminishes our ability to make an impact on the community (over 8,500 people attend programs in 2015-16)
- Reduced amount will be spent purchasing materials
- Reduced amount will be spent purchasing magazines
- Staff will not receive a cost of living increase
  - reduced spending in our communities as staff struggle to pay for necessities
- Staff training
  - library will only do the minimum required by law (ie. First aid)

Ms. Corey will be presenting to municipal councils on this issue throughout the month of February.

#### **Statistics**

In the month of December, Cumberland Public Libraries signed out over 8,798 items, 3,400 items in Amherst alone. This includes books, movies, TV shows, magazines and more.

Also in December, the Four Fathers Library held 10 programs for children and adults, with 389 people in attendance.

5,223 people visited in the Four Fathers Library during the month of December

**Next Board meeting and Annual General Meeting will be April 6, 2017.**

# External Committee Report

## Cumberland YMCA

### February 27, 2017

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As of January 31, 2017 our membership number is 1154. 198 are sponsored members. For comparison membership on January 26th, 2016 was 1,262 and 1,143 on January 26, 2015. These numbers closely represent our membership when there was another facility in Amherst so we anticipate our numbers will continue to track slightly above the 2015 numbers.

#### Y Service Club and YMCA joint project:

We are partnering in a big way with the Y Service Club to make an entire weekend around the Cross Border Challenge. We are calling the weekend 'A' Summer Kickoff and the weekend will start Friday night with an eat-in or take-out spaghetti supper at the Y (discounted price for runners), the signature event the Cross Border Challenge on Saturday morning, 'A' Beer Garden featuring Big Fish Saturday night and we are currently looking for a community group to do a breakfast on Sunday morning to round out the weekend. This big weekend will need lots and lots of help from volunteers.

Cues for Kids is coming up February 24th. Jeff MacNeil will present on this at the meeting but board members were asked to support this initiative with the purchasing and selling of tickets for this great event.

Strong Kids Campaign launch is this month. Jeff will also present on what he has planned to ensure a successful campaign.

Meetings with the Province of NS regarding childcare funding: The meetings were very positive. The Executive Director listened to our concerns and said they understand and that the current funding was not the model that would be used but just a stop gap until the model could be developed. She also complimented and thanked the YMCA representatives profusely for our professionalism in expressing our concerns rather than taking it to Facebook or the media. They want to work with the YMCA as a partner and also commented that we are 10 years ahead of them with our curriculum model.



## Solid Waste Matters

### New Landfill Cell Design

The landfill design project is progressing well. It is currently anticipated the design, including detailed construction cost estimates, will be presented to the Board on March 16. Note that this work will incorporate a SCADA system into our existing infrastructure, in addition to the new construction. This will ensure better coordination between the new and existing infrastructure (pumps, automatic valves, etc).

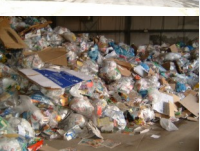
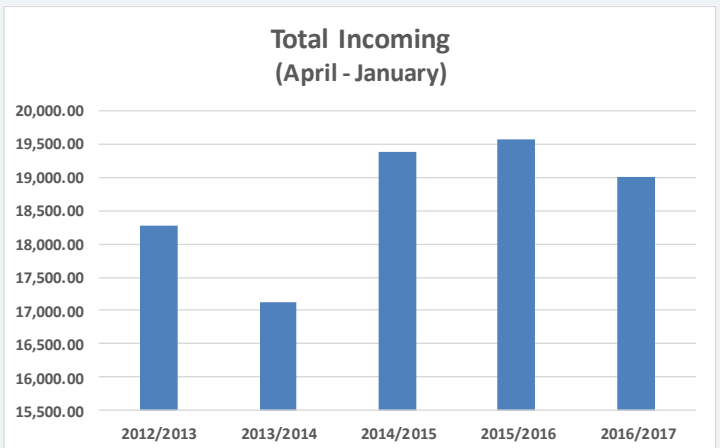
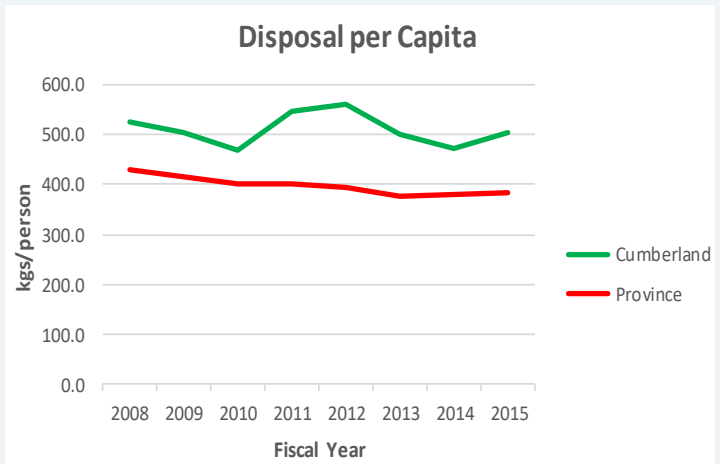
Once it receives Board approval, our municipal partners will be asked to approve the necessary cell construction expenditures.

### Provincial Efficiency Study

If you recall, the provincial Solid Waste Efficiency Study requested by NSE is being broken into two phases. The municipal portion of the Priorities Group is currently drafting an RFP for phase 1 – hiring a consultant to develop a scope and RFP document for phase 2. In order to secure the proposed provincial funding, the consultant for phase 1 must be hired by March 31, 2017. I currently anticipate phase 1 of this project to take 3 - 6 months, depending on the amount of stakeholder engagement required.

The municipal portion of the Priorities Group is comprised of myself, Gus Green from Waste Check, Valda Walsh from Region 6, and Laurie Lewis from Halifax. Two new regional chairs (elected representatives) will have to be appointed to the Priorities Group at the next Regional Chairs meeting on February 17 (the two previous elected representatives are not returning due to the results of the recent municipal election).

Six of the eight regional chairs will be new to the Regional Chairs Committee.



*Your Partners in Waste Reduction*

[www.cjsma.ns.ca](http://www.cjsma.ns.ca)

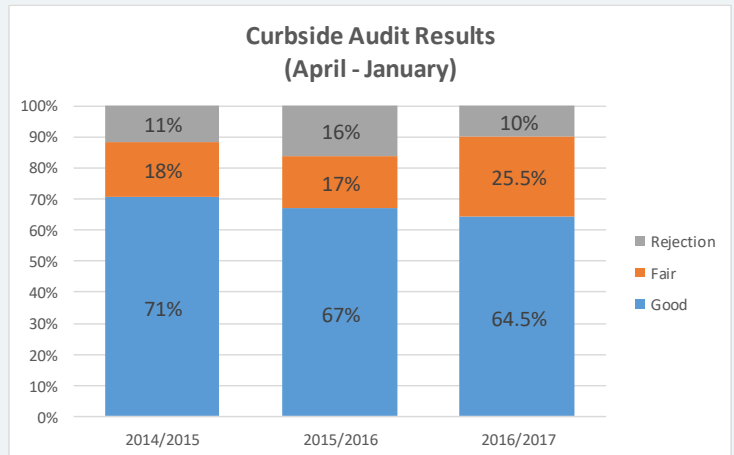
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[solwaste@cjsma.ns.ca](mailto:solwaste@cjsma.ns.ca)



**Education**

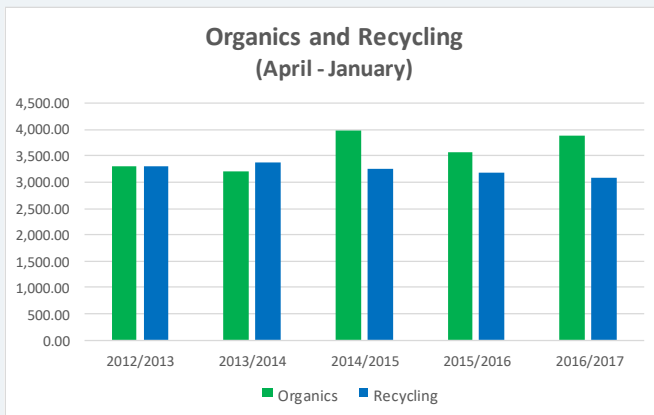
- Staff participated in the Springhill Chilli Willi Winter Carnival. Staff made compostable bird feeders with individuals of all ages.
- Councillor Tom Taggart (Colchester) is the new chair of the Northern Region Committee. Councillor Taggart will represent Region 3 on the Regional Chairs Committee.
- ReCollect Stats 7 weeks after launching:
  - 233 Mobile App Installs
  - 253 Service Alert Contacts
  - 854 Items Searched



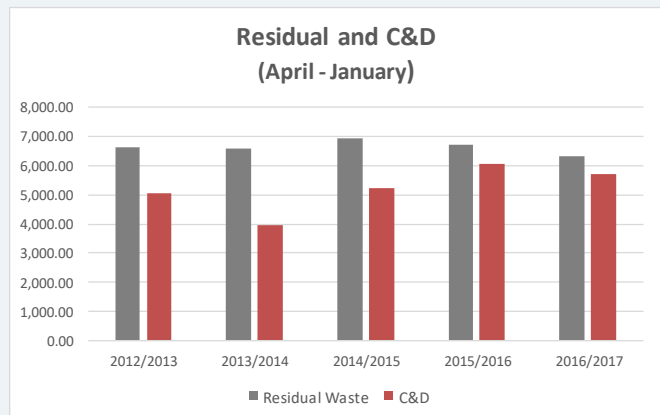
**Enforcement**

- The Enforcement Officer has been busy conducting residential audits. Residents who are found properly sorting are left behind a comment card to congratulate them on a job well done. The Enforcement Officer also has the ability to reject materials if necessary.

**Total Diverted**



**Total Disposed**



**Upcoming Meetings**

Regional Chairs	February 17, 2017	Lower Sackville
Regional Coordinators	February 22, 2017	Kempton
Northern Region	February 24, 2017	East Hants
CAO Advisory Committee	March 2, 2017	Upper Nappan
CJSMA Board	March 16, 2017	Upper Nappan
Solid Waste Priorities Group	TBD	Truro
Managers & Directors	TBD	Truro

# External Committee Report

## L.A. Animal Shelter Board

### February 27, 2017

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The L. A. Animal Shelter Board of Directors met on February 22, 2017.

Quorum was not achieved so general discussions only were held on the following items:

1. Renovations:  
Four quotes received to date with one more expected from Springhill Institution, which is expected to be lowest.
2. Weekend Staffing:  
Casual staff on weekends are not working out; the Shelter will go back to one permanent staff member to work with casuals on weekends.
3. Cats:  
Currently, an upper respiratory infection is problematic among the cat population.
4. Annual General Meeting:  
The AGM will be held March 23 with the appointment of new Board and Executive. The Board composition is eight citizens and four elected officials.
5. Fundraising:  
The Shelter is considering a Chase the Ace in conjunction with the Legion.
6. Treasurer's Report:  
Currently a negative, but less so than most years; not unexpected at this time of year.

# **External Committee Report**

## **VON**

### **February 27, 2017**

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The VON Beat the Winter Blues fundraiser raised a little over \$12000 with \$5000 of that coming from Scotiabank.

There is a bowl a thon coming up in April and Doug Thompson the owner of the bowling alley said if VON can raise \$3000 he will shave his beard that he has been growing for almost 50 years, and if we raise \$5000 he will shave his head and beard both that day.

VON have also applied for a grant to aid in the purchase of a cadd pump, that is valuable to the nursing program, from the First Baptist Church /Christie Foundation Fund and were awarded \$5400 towards the purchase of one.