



Town of Amherst
Regular Council Meeting
Agenda

Date: Saturday, March 25, 2017
Time: 7:00 pm
Location: Council Chambers, Town Hall

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PUBLIC HEARING

27 March 2017

Development Agreement – 34 & 36-40 Mallard Drive

1. Mayor Comments:

Amherst Town Council is considering an application to enter into a development agreement to allow the development of two, 4-unit townhouses in addition to the existing 4-unit townhouse on properties located at 34 & 36-40 Mallard Drive.

Council approved First Reading of this development agreement at its February 27th regular meeting. The purpose of this hearing is to hear submissions in favour of, or in opposition to, the proposal.

2. Staff presentation.

3. Council questions for staff.

4. Public comments.

5. Mayor Comment:

Hearing no further comments, I will close the public hearing on this matter. Consideration of Second Reading for this development agreement is on the agenda of tonight's Council meeting.

PUBLIC HEARING

27 March 2017

Development Agreement – 150 East Victoria Street

1. Mayor Comments:

Amherst Town Council is considering an application to enter into a development agreement to allow the conversion of an existing 21-unit motel into an 11-unit apartment complex on property located at 150 East Victoria Street.

Council approved First Reading of this development agreement at its February 27th regular meeting. The purpose of this hearing is to hear submissions in favour of, or in opposition to, the proposal.

2. Staff presentation.
3. Council questions for staff.
4. Public comments.
5. Mayor Comment:

Hearing no further comments, I will close the public hearing on this matter. Consideration of Second Reading for this development agreement is on the agenda of tonight's Council meeting.

PUBLIC HEARING

27 March 2017

Municipal Planning Strategy Amendment – Commercial Development District

1. Mayor Comments:

Amherst Town Council is considering an amendment to the Municipal Planning Strategy (MPS) to establish a Commercial Development District. The District would include all areas within the Town of Amherst designated as Commercial, Industrial, and Comprehensive Development District on the Generalized Future Land Use Map of the MPS. This amendment prescribes the areas of town that are eligible under a commercial assessment phase-in program.

Council approved First Reading of this amendment at its February 27th regular meeting. The purpose of this hearing is to hear submissions in favour of, or in opposition to, the amendment.

2. Staff presentation.

3. Council questions for staff.

4. Public comments.

5. Mayor Comments:

Hearing no further comments, I will close the public hearing on this matter. Consideration of Second Reading for this amendment is on the agenda of tonight's Council meeting.

REQUEST FOR PLANNING DECISION

RPD# 2017001

Date: March 27, 2017

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

RECOMMENDATION OF THE PLANNING ADVISORY COMMITTEE:

That Council approve second reading of a Bylaw to Amend the Municipal Planning Strategy to establish a Commercial Development District to provide for a commercial assessment phase-in tool

RECOMMENDATION: Report/Document: Draft Bylaw to Amend MPS

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 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).

Council approved first reading of the MPS Amendment at its February 27, 2017 regular meeting, and scheduled a Public Hearing for 6:30 PM on March 27, 2017.

PUBLIC PARTICIPATION:

A Public Participation Session was held but no members of the public attended. A Public Hearing was held this evening on the matter.

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. Approve the MPS amendment;
 2. Refer the issue back to Planning Advisory Committee for further consideration and options.
 3. Reject the amendment.
-

IMPLICATIONS OF PAC RECOMMENDATION:

GENERAL:

The proposed amendment is in general conformance with the Town’s policies and regulations.

COMMUNICATION:

A public hearing is required; it was scheduled for March 27, 2017 and duly advertised; the Public Hearing has been held.

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

Approved by: Jason MacDonald
Deputy CAO

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 District.
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.

VOLUNTEER OF THE YEAR RECOGNITION

From April 23-29, communities across Canada will celebrate National Volunteer Week as a way to recognize and thank individuals and organizations who give of their time to help others by supporting the causes in which they believe in. Each year, the Town of Amherst collects nominations from volunteer organizations for their top volunteers. Every year one successful community member per volunteer category (Amherst representative, youth and family volunteer) is nominated on behalf of the Town of Amherst to attend an annual Provincial Volunteer Awards Ceremony hosted by the Province of Nova Scotia. All volunteer nominations were put forward to Council for consideration and the representative volunteer award recipients were selected. This year nominations were received for Volunteer Representative of the Year and Youth Volunteer of the Year.

I'd like to invite Joan Fowler and Madelynn Carter to the front of the room.

Joan Fowler – Amherst Volunteer Representative

Joan Fowler, a resident of the Town of Amherst, is very involved in the community, and has volunteered a great amount of her time to three local organizations including the Amherst Chapter Kidney Foundation, Christmas for Kids, and Dick's Jamboree. She is a loyal, responsible and committed volunteer throughout the community and we are very lucky to have her presence in the Town. Joan was first motivated to volunteer to further help others and get more involved with her community. Since then, she has made a great impact and given thousands of kids in Cumberland County a brighter Christmas, has helped execute several Kidney Foundation fundraisers, and has given her hand in many other volunteer roles. Her keen interest in financial accountability has benefited her volunteer committees immensely, along with her tireless efforts and thoughtful actions reflected through her work ethic. Thank you for your tremendous efforts Joan.

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Madelynn Carter –Amherst Youth Volunteer

Madelynn Carter is a grade 12 student at Amherst Regional High School and an involved community member and youth advocate in Amherst and area. Madelynn has proven her ongoing dedication and commitment to Amherst Youth Town Council (AYTC) for six consecutive years, this year being voted in as the Council's 2016-17 AYTC Junior Mayor. As well, Madelynn excels academically and in her extracurricular activities in school. She has been head of the school drama club, head of festivals and spirit committee, and is a facilitator in healthy relationships in youth. She has also volunteered her time as an instructor for Tantramar Theatre Summer School. Her positive attitude and demonstrated ability to lead and represent youth are among the reasons we are so pleased to recognize her volunteer contributions in and around the community. Thank you for your great efforts Madelynn.

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Joan and Madelynn have been invited to Provincial Volunteer Ceremonies hosted by The Honourable Stephen McNeil, Premier of Nova Scotia. The Volunteer Representative for Amherst, Joan, will attend the ceremony in Halifax on Tuesday, April 18th, 2017. Councillor Terry Rhindress will also be attending the ceremony on behalf of Amherst Town Council. Amherst Youth Volunteer, Madelynn, is invited to a Provincial Youth Volunteer Luncheon in late May/early June also hosted by the Province of Nova Scotia.

Joan and Madelynn will also be formally recognized at the annual Amherst Volunteer Recognition Reception on Tuesday, April 25 along with the other community volunteer nominees. The reception will include volunteer presentations, refreshments and great company as we celebrate our community volunteers and their tremendous efforts and work within our community. Congratulations ladies, thanks again for your immense contributions to our community.

On behalf of Council and the Town of Amherst, I am honoured to offer a token of appreciation to our two Amherst representative volunteers for their immense efforts and selfless contributions to our community. Congratulations Joan, the Amherst Volunteer Representative of the Year, and Madelynn, Amherst Youth Volunteer of the Year.

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: February 27, 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
 Ian Naylor, Police Chief
 Bill Schurman, Director Recreation
 Greg Jones, Fire Chief
 Rebecca Purdy, Executive Assistant

Others Present Andrew Fisher, Plamer

1. CALL TO ORDER

1.1 Introduction of Special Guests

Mayor Kogon called the meeting to order at 7:00 PM and welcomed Youth Councillor Austin Coates and national anthem singer, Abby Letcher.

2. O'CANADA - Abby Letcher

3. PRESENTATIONS

3.1 Cumberland Public Libraries (4460)

Denise Corey made a presentation on behalf of the Cumberland Public Libraries. She invited all of Council to a public meeting on the future of the Library to be held April 6 at 7 PM at the Four Fathers Library.

4. APPROVAL OF AGENDA/MINUTES

4.1 Approval of the Agenda (Rhindress)

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

Motion Carried

4.2 Approval of Minutes - January 23, 2017 Regular Meeting (4564) (Rhindress)

Moved By Councillor Rhindress
 Seconded By Councillor Byrne
 To approve the minutes of the January 23, 2017 regular meeting of Council

Motion Carried

5. REQUESTS FOR DECISION

5.1 PAC Recommendation - Mallard Drive (4261) (Christie)

Moved By Deputy Mayor Christie
 Seconded By Councillor Rhindress
 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

Motion Carried

Concerns were expressed about the liability the Town may have should there be a flood in the area of this development. D/CAO will have that information available for the public hearing on March 27.

Case No: DA-2017-02

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 _____th 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) Schudule '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:

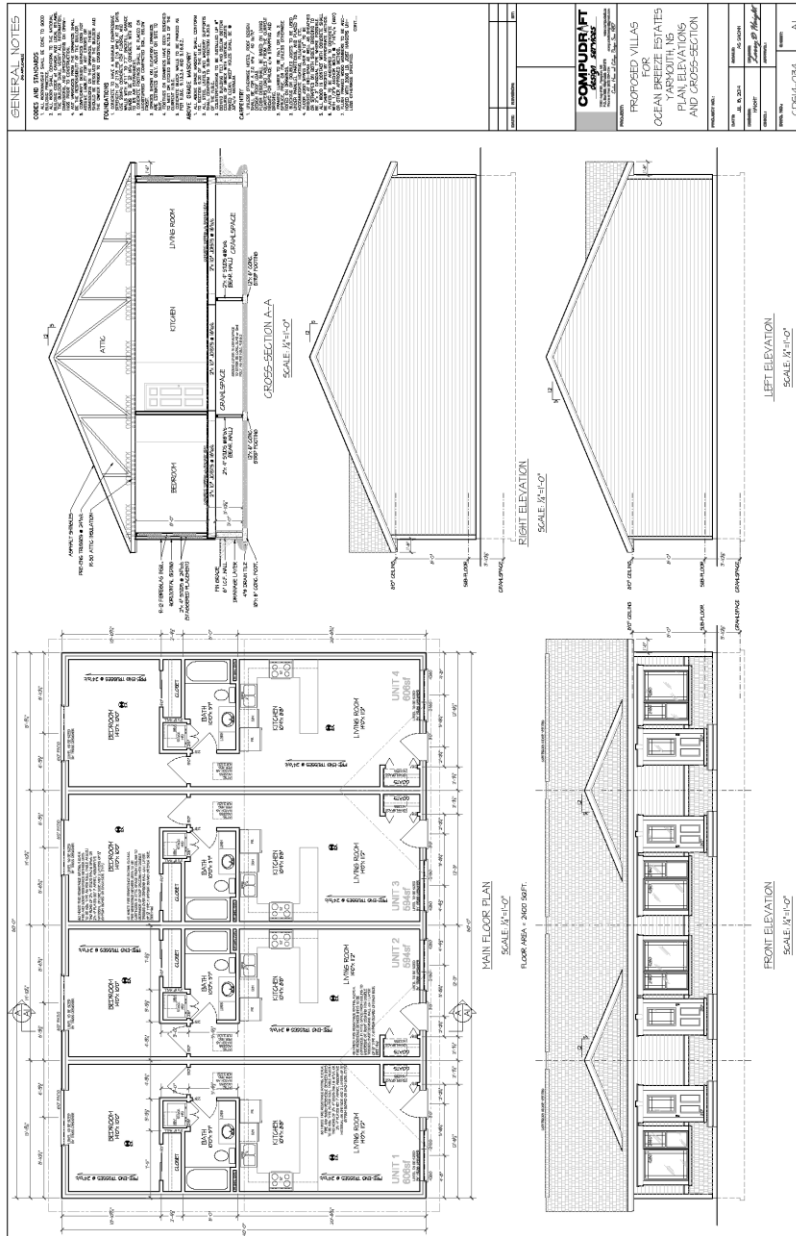
1.0 USE OF LAND AND BUILDINGS

- 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 'D'



5.2 PAC Recommendation - 150 Victoria Street East (4262) (MacKenzie)

Councillor Byrne declared a potential conflict as he has a professional relationship with some of the individuals involved in this development agreement; he excused himself from the Council table for the discussion and decision on this agenda item.

**Moved By Councillor MacKenzie
Seconded By Councillor Blanch**

That Council approve 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

**Motion Carried 5-1
Against (1): Deputy Mayor Christie**

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

**5.3 PAC Recommendation - Commercial Assessment Phase-In Tool (4022)
(Christie)**

Moved By Deputy Mayor Christie

Seconded By Councillor Blanch

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 Carried

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:

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.

**Moved By Deputy Mayor Christie
Seconded By Councillor Byrne
That Council approve first reading of the Bylaw Respecting Commercial Developments, P-9**

Motion Carried

**TOWN OF AMHERST
BYLAW 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. P-9, 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 in 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:

Rebate Eligible Assessment = Actual Taxable Assessed Value – Base Year Taxable Assessed Value
9. **Base Year Taxable Assessed Value** means the Taxable Assessed Value applicable for the taxation year in which a Phased In Assessment Agreement is signed for the eligible property upon which development is to be constructed.
10. The Base Year Taxable Assessed Value means the Taxable Assessed Value shall be fixed in this manner for the purpose of determining the Rebate Eligible Assessment for the development of the eligible property subject to any adjustment arising from assessment appeals or changes to the Taxable Assessed Value made

- 11. by the Property Valuation Service Corporation (PVSC) through requests for reconsideration, and shall remain unchanged for the duration of the term of the Development Rebate Program for the eligible property.
- 12. **Actual Taxable Assessed Value** means the Taxable Assessed Value applicable for the taxation year in which the Rebate Eligible Assessment is to be determined, subject to any adjustments to taxes arising from assessment appeals or charges to the Taxable Assessed Value made by PVSC through requests for reconsideration.

PHASED IN ASSESSMENT AGREEMENT

- 13. (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

- 14. 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

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

ADJUSTMENTS

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

DURATION

- 17. Development rebates will only become payable to the owner after the eligible property is first reassessed by PVSC to fully reflect the development that the owner is receiving the rebate for.
- 18. All rebates will cease if during the program term the building is demolished except to expand an eligible use. Rebate amounts that would have been payable in the year in which the demolition occurs will be adjusted on a pro-rated bases to reflect the date of the demolition.

STAGED DEVELOPMENT

- 19. 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 available of the Development Rebate Program and the owner’s ability to meet the eligibility requirements and rebate entitlements in place at that time.

CONDOMINIUMS

- 20. 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

- 21. (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 in the program as of the date of the repeal, this Bylaw will continue to be considered to be in force and effect only for the limited purpose of providing for the continuation of the Development Rebate Program for those owners until the ten year maximum term is completed or the owners participation in the program is discontinued.

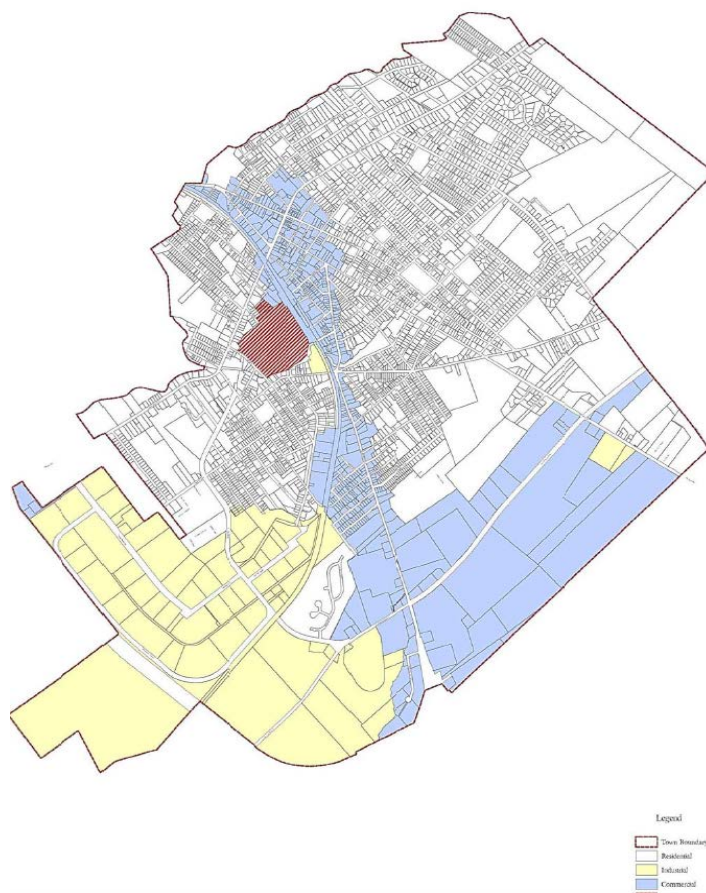
OTHER CONDITIONS

- 22. An owner's application to the Development Rebate Program must be made prior to the issuance of the first building permit for the development of the property.
- 23. 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.
- 24. The applicant must be the owner of the eligible property or have the owner's written authorization to apply for the Development Rebate Program.
- 25. 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

- 26. 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.
- 27. Development rebates will not be applied as tax credits against property tax accounts.
- 28. In case of an assessment appeal, the Town reserves the right to withhold any further development rebates pending final disposition of the appeal.

SCHEDULE 'A'



SCHEDULE "B"
Town of Amherst
Phased In Assessment Agreement

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

BETWEEN:

(the "**Applicant**")

- and -

TOWN OF AMHERST
(the "**Town**")

WHEREAS the Town adopted Bylaw No. P-9 cited as the "Commercial Development Improvement 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. P-9, and Section 71C of the Municipal Government Act, C18 of the Acts of 1998.

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

The following terms shall have the meaning set out below:

- 2.1 **Agreement** means this Phased-In Assessment Agreement which is entered into between the parties pursuant to sections 71C and 71D of the *Municipal Government Act*, and the CDI Bylaw No. P-9 enacted by the Council of the Town of Amherst and as amended from time to time.
- 2.2 **Applicant** means the owner of the property or a person having the owner's authorization to apply for the Development Rebate 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 percent (50%) of the total increase in taxes that would be payable during the same period in the absence of the application of the formula.

REBATE ELIGIBLE ASSESSMENT

- 4.7 Subject to sections 4.9 and 4.10 of this Agreement, the Base Year Taxable Assessed Value shall remain fixed for the duration of the Development Rebate 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 section 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.
- 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 or 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's obligations under this Agreement.
- 8.3 Where the applicant wishes to assign the right to receive the development rebates to a recipient who is not a new owner, the CAO, in the CAO's sole discretion, may agree to the assignment provided that the Recipient with the written consent of the owner enter into an agreement with the Town, in a form and content satisfactory to the CAO and the Town Solicitor, acting reasonably, in which it is agreed, that such assignment shall not relieve the Applicant of any of the Applicant's obligations and responsibilities under this Agreement, nor shall it affect in any way the Town's rights under this Agreement.
- 8.4 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 or Owner agrees that notwithstanding any costs or expenses incurred by the Applicant or Owner, the Applicant or Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the Town and that the Town is not liable to the Applicant or Owner for losses, damages, interest, or claims which the Applicant or Owner may bear as a result of the lapse of time (if any) where the Town is exercising its rights herein to either delay a payment pending the Applicant or Owner's compliance with this Agreement or to terminate this Agreement.

10. DEFAULT AND REMEDIES

- 10.1 Subject to section 10.3, on the occurrence of a Default under this Agreement, the Town shall be entitled to all available remedies to terminate or enforce this Agreement, including but not limited to:
- a) immediate termination and cessation or delay of the release of a development rebate 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 rates.
- 10.2 A default under this Agreement ("**Default**") shall be deemed to occur upon the failure of the Applicant or Owner to perform any of the obligations of the Applicant or Owner contained in this Agreement or to comply with all of the terms and conditions contained in this Agreement, included but not limited to the following:
- a) failure by the Applicant or Owner to satisfy the minimum requirements as set out in this Agreement and the 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 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 pay, in the CAO's sole discretion, be suspended, provided that if the Default is such that it cannot with due diligence be wholly rectified within sixty (60) days, or such additional period of time as may be agreed to by the CAO, and the Applicant or Owner has commenced and continues diligently working to correct the Default, the Applicant or Owner shall not be deemed to be in Default of this Agreement so long as it proceeds with due diligence to rectify the Default. If the Applicant or Owner fails to rectify the Default within the sixty (60) day time period or such additional time as may be agreed to by the CAO, and provided that the Applicant or Owner has not commenced and continued diligently working to correct the subject Default, the CAO shall have the option, in the CAO's sole discretion, to exercise the remedies under Subsection 10.1.

- 10.4 Wherever in this Agreement the Town requires repayment of all or part of any Development rebate and the Applicant or Owner fails to repay as required the unpaid amounts shall be deemed to be a debt owing to the Town, and may be added to the tax roll for the property, together with interest at the Town rate.

11. INDEMNIFY

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

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

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

12. ADDITIONAL PROVISIONS

Term

- 12.1 This Agreement shall remain in effect from the date of its execution by the Town to the earlier of:
- a) the Applicant informing the Town in writing prior to the first development rebate 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 executing of this Agreement the Town at the Owner's expense, shall register or cause this Agreement to be registered on title to the Property immediately following execution by the Town.

Schedules

- 12.5 The following Schedules are attached to and form part of this Agreement:
- Schedule "A" Legal Description of the Property
 - Schedule "B" Example of Development Rebate 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, Attention: CAO
PO Box 516
Amherst, Nova Scotia
B4H 4A1

b) **in the case of the Applicant to:**

c) **in the case of the Owner to:**

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

Entire Agreement

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

Municipal Government Act

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

Governing Law

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

Waiver and Consent

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

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

Headings

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

Extended Meanings

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

Severability

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

C. Development Rebates:

	(4)	(5)=(2-1)	(6) = (5 x 3)	(7) = (6 x 4)	(8)
Years	Rebate %	Rebate Eligible Assessment	Rebate Eligible Taxes	Rebate Amount \$	Cumulative % Payable
1	90	\$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):			\$79,712.50	\$41,271.50	
Re-calculate:			50%	(\$1,415.25)	
Total Allowable Rebate:			\$39,856.25	\$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 – 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 Assessment Value:

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

C. Development Rebates:

Years	(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	\$	\$	\$	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 Rebates over the program period cannot exceed 50%.

5.4 Parking Lot Snow Removal - Dayles (4433) (Byrne)

Moved By Councillor Byrne

Seconded By Councillor MacKenzie

That Council approve the short term parking lot snow removal agreement with Dayle’s Maritimes Limited, and authorize the Mayor and CAO to sign the agreement on behalf of the Town

Motion Carried

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.

5.5 Police Commission Appointments (4562) (Jones)

Moved By Councillor Jones

Seconded By Councillor Byrne

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

Motion Carried

5.6 Audit Committee TOR Policy - Proposed Amendment (4404) (Christie)

Moved By Deputy Mayor Christie

Seconded By Councillor MacKenzie

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.

Motion Carried

**TOWN OF AMHERST POLICY
Audit Committee Terms of Reference**

NUMBER 03000-05

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;

5.7 Truck Tender (Recreation) (4508) (Blanch)

Deputy Mayor Christie declared a conflict as an employee of one of the vehicle dealerships, and excused herself from the Council table for the discussion and decision on this agenda item.

Moved By Councillor Blanch

Seconded By Councillor Rhindress

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

Motion Carried

5.8 Zero Turn Mower RFQ (4510) - (Rhindress)

Moved By Councillor Rhindress

Seconded By Councillor Byrne

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

Motion Carried

5.9 Hiring Policy - Proposed Amendment (4512) (Christie)

Moved By Deputy Mayor Christie

Seconded By Councillor Blanch

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)

Amended Motion Carried

Amendment:

Moved By Deputy Mayor Christie

Seconded By Councillor Rhindress

To amend the motion to replace the words 'and removes paragraph 12(b)' with the words "and adds the words 'or Cumberland County' to paragraph 12 (b)"

Motion Carried 6-1

Against (1): Councillor Blanch

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: 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 or Cumberland County.

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.

5.10 Seniors Safety Program - Grant Application 2015 (4244) (Jones)

Moved By Councillor Jones

Seconded By Deputy Mayor Christie

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

Motion Carried

5.11 Insurance Services Provider (4527) (Byrne)

Moved By Councillor Byrne
Seconded By Councillor Jones

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

Motion Carried

5.12 CJSMA Budget (4535) (Byrne)

Moved By Councillor Byrne
Seconded By Councillor MacKenzie

That Council decline to approve the budget as recommended by Committee of the Whole, 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."

Motion Carried

5.13 Heritage Gas Limited - Municipal Operating Agreement (4092)(Rhindress)

Moved By Councillor Rhindress
Seconded By Councillor Byrne

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

Motion Carried

THIS MUNICIPAL OPERATING ACCESS AGREEMENT - made this ____day of _____,2017

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.
- 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.

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 31st 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 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.

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.

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.

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

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.

Interpretation

30. In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

Conflict of Laws

31. This Agreement shall be construed and enforced in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable hereto and the parties irrevocably attorn to the jurisdiction of the Courts of Nova Scotia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives on the day first above written.

SIGNED, SEALED AND DELIVERED

7. INTERNAL COMMITTEE REPORTS

7.1 Planning Advisory Committee (MacKenzie)

Councillor MacKenzie presented the Planning Advisory Committee report included in the agenda.

7.2 Amherst Board of Police Commissioners (Blanch)

Councillor Blanch presented the Amherst Board of Police Commissioners report included in the agenda.

7.3 Amherst Youth Town Council (Austin Coates)

Youth Councillor Austin Coates presented the Amherst Youth Town Council report included in the agenda and addressed comments and enquiries from members of Council.

8. EXTERNAL COMMITTEE REPORTS

8.1 Cumberland Public Libraries (MacKenzie)

Councillor MacKenzie presented the Cumberland Public Libraries Board report included in the agenda, and addressed comments and enquiries.

8.2 Cumberland YMCA (Christie)

Deputy Mayor Christie presented the Cumberland YMCA report included in the agenda.

8.3 Cumberland Joint Services Management Authority (Byrne)

Councillor Byrne presented the CJSMA report included in the agenda..

8.4 Northern Region Solid Waste Committee - verbal (Rhindress)

Councillor Rhindress gave a brief verbal report on a meeting of the Northern Region Committee that was held Friday, February 24.

8.5 L. A. Animal Shelter (Kogon)

Mayor Kogon presented the Animal Shelter Board report included in the agenda..

8.6 VON (Christie)

Deputy Mayor Christie presented the VON Board report included in the agenda.

9. **ADJOURNMENT**

**Moved By Councillor Jones
Seconded By Deputy Mayor Christie
To adjourn at 8:00 PM**

Gregory D. Herrett, CPA, CA
Town Clerk and CAO

David Kogon, MD
Mayor

SYNOPSIS

Registration of VIA Rail/Canadian National Railways Station located at 27 Station Street on the Town Registry of Heritage Properties.

The Town of Amherst has agreed to purchase the VIA Rail/Canadian National Railways (CNR) Station, lease the building to J.E. Bembridge Enterprises Ltd., and sell it to same after five years. As a condition of the transfer of the train station to the Town and eventually to private ownership, the property must be made a Municipal Heritage Property, pursuant to the Nova Scotia Heritage Property Act.

The effect of registration in the Town Heritage Registry is that no demolition or substantial alteration in exterior appearance may be undertaken from the date of registration unless an application, in writing, for permission is submitted to the Town and the application is granted with or without conditions.

MOTION:

That Council include the VIA Rail/Canadian National Railways Station located at 27 Station Street on the Town Registry of Heritage Properties.

REQUEST FOR PLANNING DECISION

RPD# 2017004

Date: March 27, 2017

SUBJECT:

Train station Heritage Designation

RECOMMENDATION OF THE HERITAGE ADVISORY COMMITTEE:

That Council include the VIA Rail/Canadian National Railways Station located at 27 Station Street on the Town Registry of Heritage Properties.

NEXT COURSE OF ACTION:

Add the subject property to the Town Registry of Heritage Properties and file the designation on title with the Land Registry.

PLANNING DIRECTOR COMMENTS:

The Committee's recommendation reflects Staff's recommendation.

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

KEY ISSUE(S) CONCEPTS DEFINED:

The Town of Amherst has entered into an agreement to purchase the VIA Rail/Canadian National Railways (CNR) Station on Station Street. As a condition of the transfer of the train station to the Town and eventually to private ownership, the property must be made a Municipal Heritage Property, pursuant to the Nova Scotia Heritage Property Act.

PUBLIC PARTICIPATION:

Notice of Council's intent to register the subject property was provided to the current property owner.

RELEVANT POLICY:

Town of Amherst Heritage Property Bylaw

RESPONSE OPTIONS:

1. Pass a motion to include the subject property on the Town Register of Heritage Properties.
2. Refer the matter back to the Heritage Advisory Committee for further study.

IMPLICATIONS OF HAC RECOMMENDATION:

GENERAL:

Inclusion of the subject property on the Heritage Register provides protection of its exterior architectural heritage value under the Heritage Property Act of Nova Scotia.

COMMUNICATION:**OTHER COMMENTS:**

Submitted by: Andrew Fisher, Senior Planner
Planning and Development

Approved by: Jason MacDonald
Deputy CAO

To: Planning Advisory Committee
From: Andrew Fisher, Senior Planner
Date: February 6, 2017
Subject: Train Station

PROPOSAL:

The Town of Amherst is engaged in negotiations to purchase the VIA Rail/Canadian National Railways (CNR) Station on Station Street. As a condition of the transfer of the train station to the Town and eventually to private ownership, the property must be made a Municipal Heritage Property, pursuant to the Nova Scotia Heritage Property Act.

BACKGROUND:

The following is an excerpt from Parks Canada National Historic Sites Website, which outlines and describes the historic significance of the subject building.

The VIA Rail/Canadian National Railways (CNR) Station in Amherst is a one-and-a-half-storey, red sandstone railway station, built between 1907 and 1908.

Heritage Value: The VIA Rail/Canadian National Railways Station at Amherst represents the growth and prosperity of Nova Scotia at the beginning of the 20th century, and the role of the Intercolonial Railway Company (ICR) in the economic development of small towns. Strategically placed on the rail link between Nova Scotia and central Canada, Amherst became an important industrial and service centre. The present station reflects increasing demands for passenger and freight services and the expectation of continued growth.

The large size and impressive design of the VIA Rail/Canadian National Railways Station at Amherst reflects the significance of Amherst to the ICR and its expectations for future growth. Deliberately built to dominate its surroundings and provide more space than was required, it remains one of the largest railway stations in the province of Nova Scotia. Its construction of local red sandstone in the Romanesque Revival style corresponds to the style and materials of local buildings of the same era.

The station retains its relationship with the long platform beside the station and with railway-related buildings in the neighbourhood.

Sources: Heritage Character Statement, The Via Rail/CNR Station, Amherst, Nova Scotia, March 1993; Delta Four Associates Inc., Harry Jost and Barry Moody, Railway Station Report 134, VIA Rail/ Canadian National Railways Station, Amherst, Nova Scotia.

Character-Defining Elements

Character-defining elements of the VIA Rail/Canadian National Railways Station at Amherst include:

- its form and massing, consisting of a long, high, rectangular block, capped with a steep, hipped roof;
- its Romanesque Revival style, evident in the towers, the stone chimney stacks, the arched, tripartite, masonry openings, and the deeply shadowed canopy;

- its features typical of early-20th-century railway stations, including the hipped roof, the deep platform canopy, the large wooden brackets, and the projecting operator's bay;
- the deep platform canopy, sitting below the eaves line, and supported on chamfered scissor brackets resting on stone corbels;
- the prominent moulded cornice above the platform canopy, with deep shadow lines created by projecting courses of masonry;
- the small dormer with stepped detailing on each of the track (west), town (east) and north façades;
- the large, two-storey bay on each of the track and town façades, terminating in a pyramidal roof on the track side, and in a parapet with stepped detailing on the town side;
- the deliberately irregular pattern of openings;
- the configuration of each tripartite opening, including semi-circular, tripartite, windows on all elevations, semi-circular, tripartite openings with double doors, transom and sidelights, segmentally arched tripartite windows in the second-storey bays, and rectangular tripartite windows in the ground-floor bays;
- the surviving original wood sash and multi-light storm windows;
- the character and high quality of the masonry work, consisting of local red sandstone laid rock-faced in broken courses;
- the surviving original features of the elegant, Edwardian-style interior, including coffered ceilings, intricately patterned in matched lumber, walls divided into contrasting panels of vertical, horizontal and diagonal boarding, leaded glass sidelight in the ladies' waiting room and a fireplace in the ladies' waiting room.

RELEVANT POLICY AND DISCUSSION:

The Heritage Properties Act, The Heritage Properties Bylaw and the Heritage Advisory Committee Policy are the relevant documents regulating this process in the Town

The PAC acts as the Heritage Advisory Committee for the Town and is empowered to recommend properties to Council for inclusion in the Town Register of Heritage Property. After notification to the owner, the Town may include a property in the registry by motion of Council.

The effect of registration in the Town Heritage Registry is that no demolition or substantial alteration in exterior appearance may be taken from the date of registration unless an application, in writing, for permission is submitted to the Town and the application is granted with or without conditions.

CONCLUSIONS:

Given the information provided the Background section of this document it is obvious the property is appropriate to be included in the municipal registry of heritage properties.

OPTIONS:

- Option One: Recommend that Council include the VIA Rail/Canadian National Railways (CNR) Station in the Town Register of Heritage Property.
- Option Two: Recommend to Council not include the VIA Rail/Canadian National Railways (CNR) Station in the Town Register of Heritage Property.
- Option Three: Defer the issue and instruct Staff to provide more information.

STAFF RECOMMENDATION: Option One.

SYNOPSIS

Development Agreement – Mallard Drive

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 Planning Advisory Committee recommended that Council approve the Development Agreement, and Council approved first reading and scheduled a public hearing for this evening at its February 27, 2017 regular meeting.

MOTION:

That Council approve second reading of a 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) .

REQUEST FOR PLANNING DECISION

RPD# 2017002

Date: March 27, 2017

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

RECOMMENDATION OF THE PLANNING ADVISORY COMMITTEE:

That Council approve a 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)

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

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. A public hearing was scheduled and held March 27, 2017

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. Approve the Development Agreement
2. Refer the issue back to Planning Advisory Committee for further consideration and options.
3. Refuse to enter into the agreement.

IMPLICATIONS OF PAC RECOMMENDATION:

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:

Submitted by: Andrew Fisher, Senior Planner
Planning and Development

Approved by: Jason MacDonald
Deputy CAO

Case No: DA-2017-02

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 ____th 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:

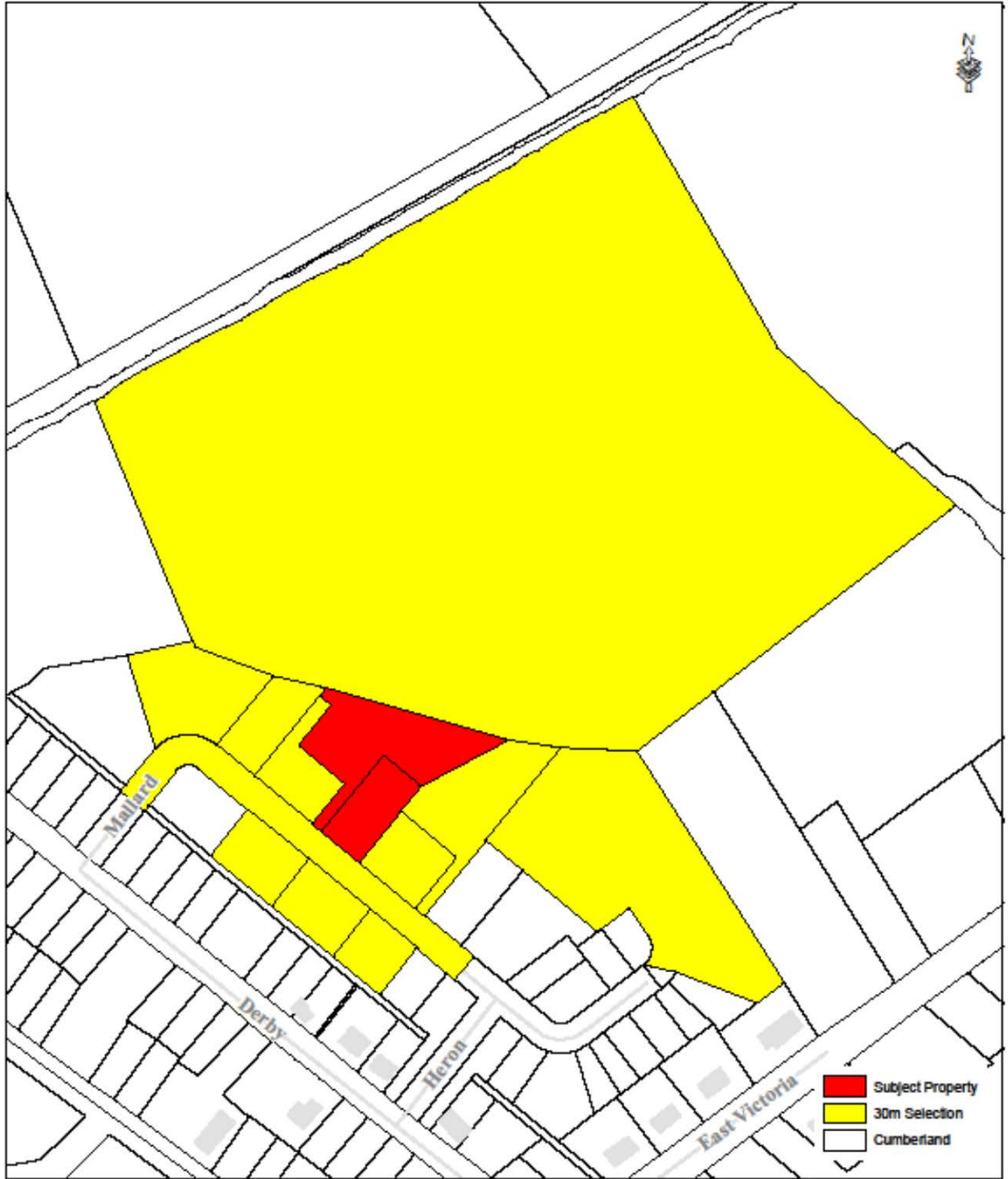
1.0 USE OF LAND AND BUILDINGS

- 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'



Synopsis

150 East Victoria Street – Development Agreement Application

The property owner of 150 East Victoria Street has applied for a development agreement to convert the existing 20-unit motel to an 11-unit apartment complex. The proposal would result in five units in the lower building and six units in the upper. Except for the existing two-bedroom unit, every two hotel rooms would be combined into a one-bedroom unit. The exterior dimensions of the building will not change.

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

Council approved first reading of the Development Agreement and scheduled a public hearing for 6:30 this evening at its February 27, 2017 regular meeting. Notice of the public hearing was advertised, and the public hearing has been held.

Motion:

That Council approve second reading of a Development Agreement to convert the property located at 150 East Victoria Street from a 21 unit motel to an 11 unit apartment complex and authorize the Mayor and CAO to sign the Development Agreement on behalf of the Town.

REQUEST FOR PLANNING DECISION

RPD# 2017003

Date: March 27, 2017

SUBJECT: 150 East Victoria Development Agreement Application

RECOMMENDATION:

That Council approve second reading of the development agreement regarding 150 East Victoria Street

RECOMMENDATION: Report/Document: Agreement

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.

Council approved first reading of the Development Agreement at its February 27, 2017 regular meeting and scheduled a public hearing on the issue for 6:30 this evening. The public hearing has been held.

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. Approve the Development Agreement;
2. Refer the issue back to Planning Advisory Committee for further consideration and options.
3. Refuse to enter into the agreement.

IMPLICATIONS OF PAC RECOMMENDATION:

GENERAL:

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

COMMUNICATION:

A public hearing as required has been held following Council's approval of first reading of the DA.

OTHER COMMENTS:

Submitted by: Jason MacDonald, Deputy CAO

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

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

MEMORANDUM OF UNDERSTANDING WITH THE AMHERST LIONS CLUB REGARDING THE PARK ON THE SITE OF THE FORMER WEST HIGHLANDS SCHOOL

The Town of Amherst has an agreement with the Amherst Lions Club to make use of the land located at the site of the former West Highlands School as a playground and green space for benefit of all Amherst residents.

The Lions Club submitted an application to ACOA, and was approved for a grant of \$90,000 for the development of the Park. The Club has agreed to use \$65,000 of that grant to fund a portion of the cost of the Tennis Courts. The Club approved a Memorandum of Understanding (MOU) with the Town confirming this, and submitted the MOU for the Town's approval.

The MOU contains further terms, including that The Town will provide and install water and sewer infrastructure to the site of the future washroom/potential water play area during the 2017 construction season (a \$10,000 in-kind contribution), at no cost to the Club; that the Town will construct a walking trail around the perimeter of the Park during the 2017 construction season (a \$50,000 in kind contribution), at no cost to the Club; and that the Town will manage the ACOA grant process, including submission of all documents required to satisfy the conditions of the grant.

MOTION:

That Council approve entering into the Memorandum of Understanding between the Town of Amherst and the Lions Club regarding funding for the Tennis Courts and development of the park on the site of the former West Highlands School and authorize the Mayor and CAO to sign the MOU on behalf of the Town.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Jason MacDonald, Deputy CAO - Operations

DATE: March 27, 2017

SUBJECT: MOU with Lions Club re Tennis Courts Funding

ORIGIN:

2016-17 Capital Budget

LEGISLATIVE AUTHORITY:

MGA Section 65 The council may expend money required by the municipality for ...(ag) playgrounds, trails[,] including trails developed, operated or maintained pursuant to an agreement made under clause 59(c), bicycle paths, swimming pools, ice arenas and other recreational facilities;

RECOMMENDATION:

That Council approve entering into the Memorandum of Understanding between the Town and the Lions Club regarding funding for the Tennis Courts and development of the park on the site of the former West Highlands School

BACKGROUND:

The Town of Amherst has an agreement with the Amherst Lions Club to make use of the land located at the site of the former West Highlands School as a playground and green space for benefit of all Amherst residents. The approved 2016-17 Capital Budget included an amount of \$120,000 for the construction of a new set of tennis courts as part of this plan. An RFP was issued, closing on August 22, 2017. Maritech construction was the only vendor to submit a proposal. The proposal was submitted as \$177,273, plus HST. This equates to \$184,870.92 with non-recoverable tax applied.

DISCUSSION:

The Lions Club submitted an application to ACOA, and was approved for a grant of \$90,000 for the development of the Park. The Club has agreed to use \$65,000 of that grant to fund the balance of the cost of the Tennis Courts. The Club approved a Memorandum of Understanding (MOU) with the Town confirming this, and submitted the MOU for the Town's approval.

The MOU contains further terms, including that The Town will provide and install water and sewer infrastructure to the site of the future washroom/potential water play area during the 2017 construction season (a \$10,000 in-kind contribution), at no cost to the Club; that the Town will construct a walking trail around the perimeter of the Park during the 2017 construction season (a \$50,000 in kind contribution), at no cost to the Club; and that the Town will manage the ACOA grant process, including submission of all documents required to satisfy the conditions of the grant.



FINANCIAL IMPLICATIONS:

With non-recoverable taxes included, the Tennis Courts project price is \$184,871. This amount is approximately \$65,000 over the approved Capital Budget amount of \$120,000. The Amherst Lions Club will fund the balance from its ACOA grant.

COMMUNITY ENGAGEMENT:

The Lions Club undertook extensive public engagement in the area to determine what local residents wanted on the site.

ENVIRONMENTAL IMPLICATIONS:

The creation of more play and green space for the residents of Amherst also means that the park space is well maintained and creates more healthy living space for adults and children to use.

ALTERNATIVES:

1. Do not sign the MOU and direct staff to find an alternative location for the tennis courts, including additional funding required;
2. Direct staff to negotiate changes to the MOU which better reflect Council's intentions.

ATTACHMENTS:

MOU with the Amherst Lions Club

Report prepared by: Jason MacDonald

Report and Financial approved by:

Memorandum of Understanding

THE TOWN OF AMHERST

(Hereinafter referred to as "the Town")

AND

THE AMHERST LIONS CLUB

(Hereinafter referred to as "the Club")

WHEREAS it is the mutual objective of the Town of Amherst and the Amherst Lions Club to develop a park on the site of the former West Highlands School; and

WHEREAS the Town has aided and partnered with the Club in their submission to ACOA for capital funding for the park; and

WHEREAS the Town would like to construct a tennis court on the site of the park and the Club has included this Court in their overall development plans and the courts were included in the funding application to ACOA; and

Whereas ACOA has agreed to provide a grant of \$90,000 to the Club for the development of the Park; and

Whereas the Club would like to have a walking trail around the perimeter of the park as well as water and sewer services to the site of a future washroom facility / potential water play feature;

THEREFORE it is agreed that:

1. The Club will provide the Town \$65,000 in cash for the development of the tennis courts, funding for which is obtained from the ACOA grant;
2. The Town will provide and install water and sewer infrastructure to the site of the future washroom / potential water play area during the 2017 construction season (a \$10,000 in kind contribution), at no cost to the Club; and,
3. The Town will construct a walking trail around the perimeter of the Park during the 2017 construction season (a \$50,000 in kind contribution), at no cost to the Club; and,
4. The Town will manage the ACOA grant process, including submission of all documents required to satisfy the conditions of the grant.

This Memorandum of Understanding reflects an agreement between the Town of Amherst and the Amherst Lions Club.

SYNOPSIS

TENNIS COURTS RFP

The Town of Amherst has an agreement with the Amherst Lions Club to make use of the land located at the site of the former West Highlands School as a play park and green space for benefit of all Amherst residents. The approved 2016-17 Capital Budget included an amount of \$120,000 for the construction of a new set of tennis courts as part of this plan.

An RFP was issued, closing on August 22, 2017. Maritech construction was the only vendor to submit a proposal. The proposal was submitted as \$177,273, plus HST. This equates to \$184,870.92 with non-recoverable tax applied. The proposal received from Maritech Construction in the amount of \$184,870.92 is compliant and acceptable. Maritech has confirmed that while the bid is now older than 90 days, they will honor the price submitted in August to build the new courts this spring.

With non-recoverable taxes included, the project price is \$184,871. This amount is over the Capital Budget amount approved of \$120,000. The Town and the Amherst Lions Club have now agreed to a Memorandum of Understanding (MOU) that would see the Club funding the balance of \$64,871 for the tennis courts.

MOTION:

That Council accept the proposal from Maritech Construction in the amount of \$177,273 plus HST for RFP-16-17 - a new set of tennis courts to be constructed on the site of the former West Highlands School to be funded from the 2016-17 approved capital budget in the amount of \$120,000 and the remainder from the Lions Club



REQUEST FOR DECISION

RFD# 2017083

Date: March 27, 2017

TO: Mayor Kogon and Members of Amherst Town Council
SUBMITTED BY: Bill Schurman, Director of Recreation
DATE: March 27, 2017
SUBJECT: RFP-16-17 Tennis Courts – Lions Park

ORIGIN:

2016-17 Capital Budget

LEGISLATIVE AUTHORITY:

3700-01 Procurement Policy

RECOMMENDATION:

That Council accept the proposal from Maritech Construction in the amount of \$177,273 plus HST for RFP-16-17 - a new set of tennis courts to be constructed on the site of the former West Highlands School

BACKGROUND:

The Town of Amherst has an agreement with the Amherst Lions Club to make use of the land located at the site of the former West Highlands School as a play park and green space for benefit of all Amherst residents. The approved 2016-17 Capital Budget included an amount of \$120,000 for the construction of a new set of tennis courts as part of this plan.

An RFP was issued, closing on August 22, 2017. Maritech construction was the only vendor to submit a proposal. The proposal was submitted as \$177,273, plus HST. This equates to \$184,870.92 with non-recoverable tax applied.

DISCUSSION:

The proposal received from Maritech Construction in the amount of \$184,870.92 is compliant and acceptable. Maritech has confirmed that while the bid is now older than 90 days, they will honor the price submitted in August to build the new courts this spring.

FINANCIAL IMPLICATIONS:

With non-recoverable taxes included, the project price is \$184,871. This amount is over the Capital Budget amount approved of \$120,000. The Amherst Lions Club has signed a Memorandum of Understanding (MOU) that would see the Club funding the balance of \$64,871 for the tennis courts.

COMMUNITY ENGAGEMENT:

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



ENVIRONMENTAL IMPLICATIONS:

The creation of more play and green space for the residents of Amherst also means that the park space is well maintained and creates more healthy living space for adults and children to use.

ALTERNATIVES:

The only alternative would be to cancel the project.

ATTACHMENTS:

N/A

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

SYNOPSIS

Naming a Facility in Honour of Dwight Jones

In September 2016 Council proposed that the Town consider naming one of its recreational facilities in memory of the late Dwight Jones, a long time recreation staff member and community volunteer. In January 2017, Council approved a new policy for naming public lands and Town-owned facilities to guide the process for this and future such requests.

Dwight Jones was a community builder who contributed 38 years of his work life to the Amherst Recreation Department. In addition Mr. Jones was very active within the community, holding leadership positions with a number of organizations including Rotary, Amherst Golf Club, Cumberland Child Advocacy Association and the Kinsmen Club. Mr. Jones played a significant role in the development of Robb Centennial Complex and in attracting the 1997 Slow Pitch Canada Championships to Amherst.

Staff recommend a sports field within the Robb Complex to be dedicated and named in memory of Mr. Jones. Robb Centennial Complex has three playing fields, two of which are not named and one named in honor of Mr. Cecil Small. The two remaining fields are currently called Field 1, and Field 3.

Field 1 is the sports field located closest to Laplanche Street, a busy entrance to Amherst. It is regulation softball size and used primarily for softball. It is used to host tournaments and special events for youth baseball, and it has lighting for night time use.

MOTION:

That Council officially name Field 1 of the Robb Centennial Complex the Dwight Jones Memorial Field as per Town of Amherst Naming Public Lands and Town-Owned Facilities policy, number 20000-03, and further, that the dedication for this field by Council be through an official dedication ceremony to take place during the summer of 2017

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Bill Schurman, Director of Recreation

DATE: March 27, 2017

SUBJECT: Naming a Facility in Honour of Dwight Jones

ORIGIN:

Direction from Committee of the Whole, September 26, 2016 whereby Council directed staff to prepare a brief report discussing the most appropriate facility to rename in Dwight Jones' honour and the necessary arrangements to achieve this.

LEGISLATIVE AUTHORITY:

Policy 2000-03 Naming Public Lands and Town-Owned Facilities

RECOMMENDATION:

That Council officially name Field 1 of the Robb Centennial Complex the Dwight Jones Memorial Field as per Town of Amherst Naming Public Lands and Town-Owned Facilities policy, number 20000-03, and further, that the dedication for this field by Council be through an official dedication ceremony to take place during the summer of 2017

BACKGROUND:

In September 2016 Council proposed that the Town consider naming one of its recreational facilities in memory of the late Dwight Jones, a long time recreation staff member and community volunteer. In January 2017, Council approved a new policy for naming public lands and Town-owned facilities to guide the process for this and future such requests.

DISCUSSION:

Dwight Jones was a community builder who contributed 38 years of his work life to the Amherst Recreation Department. In addition Mr. Jones was very active within the community, holding leadership positions with a number of organizations including Rotary, Amherst Golf Club, Cumberland Child Advocacy Association and the Kinsmen Club. Mr. Jones played a significant role in the development of Robb Centennial Complex and in attracting the 1997 Slow Pitch Canada Championships to Amherst.

Staff have been directed to recommend a sports field within the Robb Complex to be dedicated and named in memory of Mr. Jones. Robb Centennial Complex has three playing fields, two of which are not named and one named in honor of Mr. Cecil Small. The two remaining fields are currently called Field 1, and Field 3.



Field 1 is the sports field located closest to Laplanche Street, a busy entrance to Amherst. It is regulation softball size and used primarily for softball. It is used to host tournaments and special events for youth baseball, and it has lighting for night time use.

Field 3 is referred to as the baseball field and is located in the centre of Robb Complex. This field is the least used field within the Robb Complex and does not have night lighting.

FINANCIAL IMPLICATIONS:

N/A

COMMUNITY ENGAGEMENT:

A part of the recommendation is that an official dedication ceremony take place over the summer of 2017.

ENVIRONMENTAL IMPLICATIONS:

N/A

ALTERNATIVES:

Select an alternate facility to be named in honour of Dwight Jones

ATTACHMENTS:

N/A

Report prepared by: Bill Schurman

Report and Financial approved by:

SYNOPSIS

STRATEGIC PRIORITIES REPORT

Council and senior staff took part in a strategic planning session with on January 26 and 27 with the assistance of facilitator Gordon McIntosh.

The strategic planning process followed was the traditional one of brainstorming many, many issues, as can be seen in Appendix 2 of the report, and then continually distilling issues to a manageable group, as noted in Appendix 3, until Council's priorities were identified and agreed upon. Those priorities are outlined in the Strategic Priorities Chart on Page 7 of the report.

It's important to understand that many of the issues identified but not yet determined to be a priority will eventually work their way to the Strategic Priorities Chart as projects and issues initially identified as priorities are completed and addressed.

The areas of strategic focus will form a major part of the work plans of staff members for the coming year, in fact much of the work has begun. For the past month or so senior staff have been collaborating to prepare detailed work plans to accomplish progress in these focus areas and have been working with Mr. McIntosh to finalize the 2017 Strategic Priorities report. The report is now ready for submission to Council for approval and we are pleased to attach it to this memo for Council's consideration.

This work and this document will also inform the budget process to ensure that items that are identified as priorities are appropriately resourced.

Once Council has approved this document senior staff will formally roll out its implementation, engage other staff members and begin the work in earnest.

MOTION:

That Council formally approve the 2017 Strategic Priorities report

STRATEGIC PRIORITIES 2017



Strategic ALIGNMENT

Overview

Strategic alignment is an organization's process of defining its future directions and making choices to guide policy decisions, resource allocations and organizational efforts. In local government, not only does it entail aligning organizational aims with actions, tactics with responsibilities and resources to timelines, but ensuring both Council and staff are on the same page!

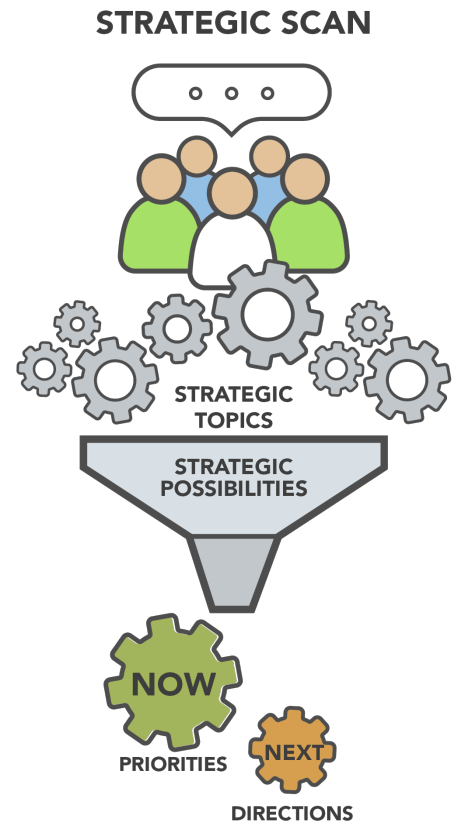
Strategic alignment is the road map to achieving the organization's purpose and implementing Council's priorities for the community. But how are these priorities identified and defined?

Council's priority setting process began with establishing a shared understanding of the organization's mandate and a scan of community conditions and emerging strategic topics.

Each **Strategic Topic** was discussed to explore possible actions to achieve Council expectations. Reality, urgency and responsibility criteria were applied to each emerging **Strategic Possibility** to determine **NOW Priorities** or **NEXT Directions** of Council. Operational strategies were also put forward by Administration.

Council's priorities as well as key operational strategies have been placed on one page - the **Strategic Priorities Chart** found on page 7 of this report. This chart is meant to be extracted from the report along with the **Strategic Work Program** for regular review, revisions and celebration - ensuring Council and staff are on the same page.

The strategic alignment process is dynamic. The sequence of activities noted in the graphic above serve as a reminder of how Council's strategic priorities were developed. Knowledge of the steps and tools used allow Council and Administration to replicate the process, keeping strategic priorities current and relevant.



1

Strategic SCAN



Council’s priority setting process began by looking to the future. Participants engaged in a ‘Community Check-up’ (see Appendix 1) discussing the five distinct areas of a sustainable community:

- Environment - maintaining a healthy and natural environment through responsible use, protection and sustainable practices
- Infrastructure - well maintained infrastructure and facilities that meet community needs and allow growth and development for prosperity
- Economy - building a strong and vibrant community by attracting, supporting and retaining businesses and residents
- Social - building social capital and engaging citizens and partners to improve the well-being and diversity of the community
- Governance - fiscally sustainable government focused on strategic decision-making, transparency and inclusiveness

Beginning with the end in mind, the preferred future is described. What would make the community a great place to live and work? This vision for the community is informed by elected official (and staff) contact with a wide range of residents and groups as well as previous municipal planning documents and studies.

During the community check-up discussion, success indicators began to emerge describing positive outcomes in each of the sustainability pillars. **Success Indicators** articulate measurable outcomes that can be assessed in quantifiable terms such as amounts or percentages; observable benefits that can be seen or perceived such as feelings and experiences; and tangible outputs that are produced such as services and programs delivered to the community.

The final component of a strategic scan is to assess what current actions are *working well* and *areas for attention*.

The resulting **Community Check-up** insights serves as foundational information for moving forward in the priority setting process. Council can update this Community Checklist annually and utilize it to monitor and assess the health and progress of the organization and community – either internally with staff or externally through public consultation processes.

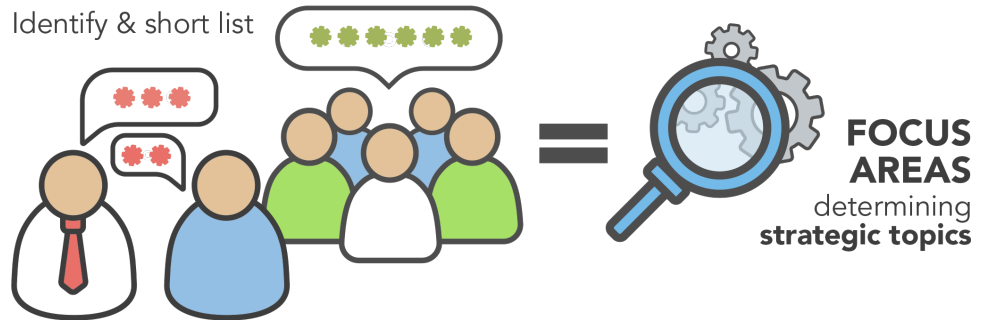


2

Strategic TOPICS

ISSUES & OPPORTUNITIES

Identify & short list



To be strategic means that in addition to expectations for the future, Council must have a sense of current realities and conditions - both positive and challenging. Conducting this assessment is important for several reasons. It gets the process rooted in the real world after thinking about the ideal future. It collects ideas and information while beginning to focus the strategic priority setting process.

All workshop participants responded to the following question:

“What do you think are the significant issues and opportunities facing the organization and the community we serve?”

An **Issues/Opportunities Long List** was generated (see Appendix 2) and participants indicated their top ten items they felt the organization should be focused on. The resulting **Issues/Opportunities Short List** (see Appendix 3) indicates which emerging items are shared by Council and staff and those highlighted by Council or staff.

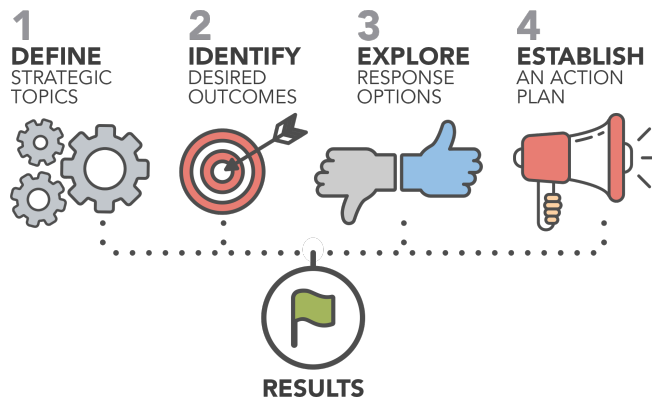
Council reviewed the short list along with consideration for other items from the long list to establish Strategic Topics for discussion during the workshop.

STRATEGIC TOPICS
1. Economic Growth
2. Inter-Municipal Relations
3. Community Marketing
4. Active Transportation
5. Renewable Energy Transition Plan
6. Aging Population / Seniors Needs
7. Poverty Reduction
8. Plans & Studies Review
9. Solid Waste
10. Public Communication
11. Service Capacity

3

Strategic POSSIBILITIES

To move from strategic topics to **Strategic Possibilities**, a four-step process, the **Solution Seeking Model**, was utilized (see *display below*).



Participants began by clarifying the strategic topic, then identifying desired outcomes if the topic was successfully addressed. Next, options or ways to achieve the desired outcome were explored and a 'preferred strategy' was selected. Sometimes multiple preferred strategies emerged - short or long term, plan A or plan B, and strategies with or without resources.

Next action steps were determined to implement the preferred strategy. The action steps generated enough information to consider each preferred option as a strategic possibility. This does not make them priorities – yet. There are too many of them given the organization’s limited capacity. An organization’s capacity box is not readily visible but does have limitations or boundaries. It is useful to look at organizational capacity as a box of balls. If the box is full then Council must be realistic about putting more initiatives inside. Some of the limitations include:

EXPECTATIONS & OPTIONS



- Policy – procedures that define mandate / roles
- Finances – available net resources
- Culture – norms delineating acceptable behaviours
- Risk – tolerance for organization / legal exposure
- Human Resources – available staff and competency levels

These capacity box elements are impacted by dynamic internal and external factors:

- Funding – available funding beyond day-to-day operations
- Scrutiny – level of visibility for organizational actions
- Demands – diverse requests from clients and the public
- Environment – conditions impacting the organization
- Support – legitimacy and trust among stakeholder

STRATEGIC POSSIBILITY	POTENTIAL ACTIONS
1. CUMBERLAND BUSINESS CONNECTOR <i>CBC Start-up</i> <i>CBC Strategy</i>	<ul style="list-style-type: none"> • Prepare a memorandum of understanding that outlines the process and the Town's commitment to the start-up of CBC. • Review CBC Strategy (when completed) to identify sector targets for attention by Amherst.
2. ECONOMIC GROWTH <i>Economic Readiness Chart</i>	<ul style="list-style-type: none"> • Prepare an economic readiness chart that identifies specific targets for Amherst to ensure there is no duplication of CBC efforts.
3. SOLID WASTE <i>Landfill Regulatory Issues</i> <i>Landfill Cell Construction</i>	<ul style="list-style-type: none"> • Confirm the Province will license a new cell. • Develop a business case outlining costs/benefits for a new landfill cell for Council decision on the landfill's future.
4. RENEWABLE ENERGY <i>Net Zero Feasibility Study</i> <i>Community Energy Strategy</i>	<ul style="list-style-type: none"> • Receive and review the Net Zero Energy feasibility study. • Prepare terms of reference for the development of a Community Energy Strategy.
5. COMMUNITY MARKETING <i>Marketing Program</i> <i>Branding Refresh</i>	<ul style="list-style-type: none"> • Review the Regional Marketing Strategy and budget for the development of a Community Marketing Program that will compliment efforts of the Cumberland Business Connector. • Update the current community brand.
6. ACTIVE TRANSPORTATION <i>Active Transportation Plan</i> <i>Bicycle Lanes</i>	<ul style="list-style-type: none"> • Review the Active Transportation Plan with Council. • Confirm capital priorities contained in the Active Transportation Plan and include in current budget and Capital Plan. • Identify gaps for planning of future bike lanes.
7. PUBLIC COMMUNICATION <i>Public Communication Strategy</i>	<ul style="list-style-type: none"> • Determine Council expectations for public engagement and identify appropriate mediums for consistent public messaging.
8. SERVICE CAPACITY <i>Service Capacity Review</i>	<ul style="list-style-type: none"> • Schedule a service capacity review workshop to assess resources and current levels of service relative to Council expectations and organizational priorities.
9. SENIORS SERVICES <i>Seniors Strategy Review</i>	<ul style="list-style-type: none"> • Review the current seniors strategy to identify needs and gaps in service.
10. INTER-MUNICIPAL RELATIONS <i>Areas of Common Interest</i> <i>Regional Protocol</i>	<ul style="list-style-type: none"> • Meet with the Cumberland and Oxford to determine areas of common interest and potential for shared services. • Develop a regional protocol to guide the relationship.
11. POVERTY REDUCTION <i>Poverty Reduction Forum</i>	<ul style="list-style-type: none"> • Host a forum to discuss the impacts and strategies to address poverty in the community.
12. FOOD SECURITY <i>Food Security Initiatives</i>	<ul style="list-style-type: none"> • Continue to work on food security initiatives including community gardens, edible landscaping and food sustainability.
13. PLANS & STUDIES REVIEW <i>Strategy Review Action Chart</i> <i>Community Check List</i>	<ul style="list-style-type: none"> • Develop a chart of plans, studies and strategies for review and updates. • Review Vital Signs Report and create an indicator check list as a tool to determine the health of the community.

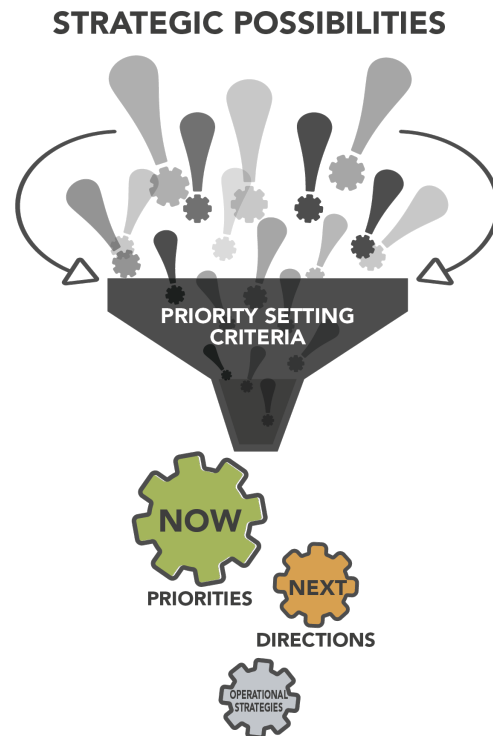
4

Strategic Priorities

Based on the number of topics and organizational capacity assessment, the strategic possibilities were translated into short-term priorities and longer term directions. The process was guided by the application of priority setting criteria:

- Reality criteria to ensure the possibility can be acted on NOW, otherwise NEXT or LATER (see [Appendix 4.a](#))
- Urgency criteria to assess IF there is a timeliness factor dictating immediate action (see [Appendix 4.b](#))
- Responsibility criteria to determine if it falls within the political or administrative realm (see [Appendix 4.c](#))

The resulting NOW Priorities and NEXT Directions have been placed on one page for easy reference. The Strategic Priorities Chart (see [next page](#)) also captures staff's operational strategies.



Items listed in **BOLD CAPITALS** indicate priorities Council wishes to address NOW. These items automatically enter the appropriate operational unit at the bottom of the chart. This shows the alignment of staff work with Council's focus. Items listed in CAPITALS indicate matters that will be addressed NEXT or when a NOW item is completed. Italicized items reflect matters being advocated on behalf of the community to other levels of government or agencies for action.

In addition to Council strategic priorities and direction, there are other strategic matters receiving the attention of Administration. These Operational Strategies are noted in regular font on the Strategic Priorities Chart.

The focus of the Strategic Priorities Chart is on five NOW priorities. When these are completed, one-by-one they are replaced with NEXT items. These longer-term directions (or emerging strategic topics) should be discussed further using the Solution Seeking approach and using the priority setting criteria to consider new strategic priorities. NEW items can be reviewed using specific criteria and move up the list as resources become available or as new needs emerge. Sometimes, an emerging strategic priority may cause an existing one to be moved to NEXT status to ensure strategic priorities are consistent with available resources.

To this end, the Strategic Priorities Chart should be reviewed regularly as a reminder of the organization's capacity. It should be included in every Council meeting agenda as a constant reference (not review), updated monthly by the CAO (Chief Administrative Officer) with Council and reviewed quarterly by the CAO with staff and then Council to make adjustments, change priorities and celebrate achievements.

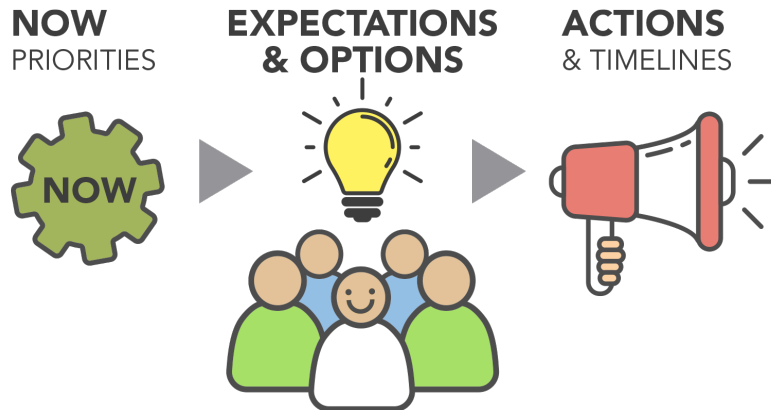
STRATEGIC PRIORITIES CHART

January 2017

CORPORATE PRIORITIES (Council/CAO)

<p>NOW</p> <ol style="list-style-type: none"> INTER-MUNICIPAL RELATIONSHIPS: Meeting SOLID WASTE MANAGEMENT: Future Status MARKETING PROGRAM: Refresh (Budget Request) ECONOMIC READINESS STRATEGY: Terms of Reference ACTIVE TRANSPORTATION: Plan 	<p>TIMELINE (2017)</p> <p>March March March March June</p>
<p>NEXT</p> <ul style="list-style-type: none"> COMMUNITY ENERGY STRATEGY SERVICE CAPACITY REVIEW: ToR SENIORS STRATEGY: Need Assessment PLANS / STUDIES: Review Chart COMMUNITY DASHBOARD: Checklist POVERTY REDUCTION: Forum NET ZERO FEASIBILITY: Study 	<p>ADVOCACY / PARTNERSHIPS</p> <ul style="list-style-type: none"> <i>Business Connector Start-up</i> <i>Business Connector Strategy</i> <i>NS Solid Waste Regulatory Issues</i> <i>Net Zero Feasibility Study</i> <i>Solid Waste Management Future</i>
<h2>OPERATIONAL STRATEGIES (CAO/Staff)</h2>	
<p>CHIEF ADMINISTRATIVE OFFICER (Greg)</p> <ol style="list-style-type: none"> INTER-MUNICIPAL RELATIONS: Meeting - Mar. SOLID WASTE MANAGEMENT: Future - Mar. SERVICE CAPACITY REVIEW: ToR - April <ul style="list-style-type: none"> ECONOMIC READINESS: Action Chart - Mar. Salary Administration Policy Review - April 	<p>POLICE (Ian)</p> <ol style="list-style-type: none"> Quality Assurance Review - May Police Fentanyl Response Strategy - April Collective Bargaining - April <ul style="list-style-type: none"> Mental Health Interaction Training - June Departmental Wellness Program - Nov.
<p>FIRE (Greg)</p> <ol style="list-style-type: none"> Volunteer Retention: Review - May Departmental Strategic Plan: Review - April Fire Fentanyl Response: Strategy - Mar. <ul style="list-style-type: none"> Organizational Security Strategy - April 	<p>COMMUNITY (Bill)</p> <ol style="list-style-type: none"> MARKETING PROGRAM: Refresh - Sept. ECONOMIC READINESS: Workshop - Sept. POVERTY REDUCTION: Forum - Oct. <ul style="list-style-type: none"> SENIORS STRATEGY: Needs Assessment - Sept. NET ZERO FEASIBILITY: Study - June
<p>CORPORATE (Vince)</p> <ol style="list-style-type: none"> Pension Plan Sustainability - April Internal Control Documentation - Sept. Electronic Vendor Payment - Nov. <ul style="list-style-type: none"> Business Connector: Accounting Setup - Mar. 	<p>OPERATIONS (Jason)</p> <ol style="list-style-type: none"> ACTIVE TRANSPORTATION: Plan - June PLANS & STUDIES: Review Chart - Dec. COMMUNITY ENERGY STRATEGY - Dec. <ul style="list-style-type: none"> Lion's Park Redevelopment - Oct. Asset Management Plan - Sept. Service Delivery Standards - Sept.

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



As the final stage in the solution seeking process, preliminary action steps were developed that identify resources and responsibilities. The resulting action plans for each NOW strategic priority and NEXT direction form the **Strategic Priorities Work Program**. The work program is used to determine key performance milestones and to serve as a feedback mechanism monitoring progress and results. It is necessary for:

- **Budgeting** – the true acid test for a strategic priority is whether it gets funds within the annual budget process. If not it should move to NEXT status.
- **Work Planning** – the CAO will be better equipped to assign work knowing the time and effort required of staff to implement Council priorities.
- **Performance Monitoring** – Council will be able to perform its oversight role better if there are timeframes to monitor progress and results.

The work program (see Appendix 5) lays out what is necessary from staff and/or partners to implement a strategic priority. The work program clearly itemizes Council expectations in terms of:

- **Who** – responsibility for implementation and decisions
- **Why** – success indicators to monitor progress and results
- **What** – specific task and activities that need to be done
- **When** – sequencing of activities with target dates
- **How** – human, material and fiscal resources required

The Strategic Priorities Work Program defines the desired outcomes for each priority (column 1), options for achieving the priority (column 2), and actions and timelines (column 3).

Extracted from the report, the Strategic Priorities Chart and Work Program are intended to be working documents. Regular updating of the chart and work program ensures that everyone is 'on the same page'. Roles are clear, the focus is defined and progress is monitored and celebrated.

Strategic FOLLOW-UP

The following recommendations are offered for Council's consideration:

That Council adopts the 2017 *Strategic Priorities Update* for continuous reference at each Council meeting, quarterly updates and annual strategic priority reviews.

That Council requests the CAO to schedule an annual Priority Setting update session prior to the start of the annual budget process. *The annual budget should reflect Council's priorities.*

Appendices

1. Community Check-up
2. Issue and Opportunity Long List
3. Issue and Opportunity Short List
4. Priority Criteria
5. Strategic Priorities Work Plan

Dr. Gordon McIntosh, CGLM



GORDON McINTOSH | President
C: 250.881.0761 T: 250.655.7455

CIVIC GOVERNANCE | LEADERSHIP | STRATEGY

COMMUNITY CHECK-UP

ENVIRONMENT Maintaining a healthy and natural environment through responsible use, protection and sustainable practices

SUCCESS INDICATORS	WHAT WORKS WELL	AREAS FOR ATTENTION
<p>Human Environment Community Aesthetics Natural Area Protection Environmental Quality Land Use Environmental Footprint Energy Conservation</p> <ul style="list-style-type: none"> • Protection of natural environment • Preservation of ground water resources • Air quality • Water quality • Maintain/protect urban forest • Environmental stewardship • Green space and parks planning • Transportation alternatives 	<ul style="list-style-type: none"> • Horticulturist/ urban forest landscape • Bird sanctuary • Walking trails • Canadian Living article • Beautiful community • Tidal power in Parrsboro • Clean water 	<ul style="list-style-type: none"> • Community gardens • Senior friendly walkways and spaces • Youth engagement • Green space development • Marsh protection

INFRASTRUCTURE Well maintained infrastructure and facilities that meet community needs and allow growth and development for prosperity.

SUCCESS INDICATORS	WHAT WORKS WELL	AREAS FOR ATTENTION
<p>Transportation Community Utilities Facilities Community Systems Service Delivery</p> <ul style="list-style-type: none"> • Infrastructure capacity for future growth • Waste to Energy infrastructure • Achieving solid waste standards • Quality recreation facilities/green spaces • Long term infrastructure capital planning • Infrastructure lifecycle/maintenance plan • Access to high speed internet • Adequate revenue/funding capital priorities 	<ul style="list-style-type: none"> • Transportation system • CCTS / taxi system • Solid utility infrastructure • Great facilities – West Highlands, YMCA, pool • Walking track • Skateboard park • Dickey Park • Football stadium 	<ul style="list-style-type: none"> • New transportation options • Wifi access • Facility promotion • Facility upgrades/planning • Cell phone coverage • Active transportation plan • Electric car charging station

ECONOMY Building a strong and vibrant community by attracting, supporting and retaining businesses and residents.

SUCCESS INDICATORS	WHAT WORKS WELL	AREAS FOR ATTENTION
<p>Job Creation Business Retention Business Growth Business Attraction Business Investment Community Image Community Sustainability Tourism Community Reputation</p> <ul style="list-style-type: none"> • Job creation with living wage • Stable/predictable tax base • Positive community image and promotion • Partnerships with community stakeholders • Business retention • Attraction/growth of small businesses • Attractive, active downtown • Adequate funding for promotions/programs • Accommodations for conference marketing • Current data and intelligence for marketing 	<ul style="list-style-type: none"> • Initiation of CBC • Ideal location on the border • Economic development function • Historic assets • Natural assets 	<ul style="list-style-type: none"> • Business visitations • Marketing material • Regional marketing • Job creation • Youth retention • Youth career counselling • Senior engagement • Bus tour attraction • Retired executives as mentors • Downtown as an attraction • Partner with CBC • Spring job fair • Tourism research data

COMMUNITY CHECK-UP

SOCIAL Building social capital and engaging citizens and partners to improve the well-being and diversity of the community.

SUCCESS INDICATORS	WHAT WORKS WELL	AREAS FOR ATTENTION
<p>Arts & Culture Community Support Network Citizen & Property Safety Healthy Lifestyles Health Service Access Sense of Heritage</p> <ul style="list-style-type: none"> • Active lifestyle opportunities • Healthy lifestyle program choices • Services for all age groups • Understanding seniors needs/services • Access to health care/medical services • Preservation of history and culture • Public awareness of programs and services • Citizen and property safety • Accessible community support network • Energized and committed volunteers • Community brand that tells the Amherst story 	<ul style="list-style-type: none"> • Downtown festivals/events • Artisan market • Community Helping Tree • Sports opportunities • Walking track • Health service access • Saturday market • ARHS theatre • Community music talent • Community artisans • Volunteers 	<ul style="list-style-type: none"> • Aging demographics • Poverty reduction • Healthy lifestyle attitudes • Citizen/property safety • Sense of heritage • Public communication • Welcoming community • Volunteer burn out • Community branding • Centre First Study – seniors • Youth programs

GOVERNANCE Fiscally sustainable government focused on strategic decision-making, transparency and inclusiveness.

SUCCESS INDICATORS	WHAT WORKS WELL	AREAS FOR ATTENTION
<p>Good Policies Strategic Direction Role Clarity Agency Liaison</p> <ul style="list-style-type: none"> • Community involvement and engagement • Sound, strategic decision making • Positive, collaborative decisions • Fiscal responsibility • Regional partnerships to reduce duplication • Good working relationship with the Province • Access to Federal/Provincial funding • Good staff morale and organizational culture • Effective and regularly updated policies • Positive Staff/Council relations 	<ul style="list-style-type: none"> • Effective policies • Engaged and intelligent Council • Role clarity • Strategic priority process 	<ul style="list-style-type: none"> • Policy communication • Policy/bylaw review • Priority setting • County/Town relations • Customer service expectation

ISSUE & OPPORTUNITY LONG LIST					
'C' indicates COUNCIL scoring. 'S' indicates STAFF scoring.					
ISSUE / OPPORTUNITY	C	S	ISSUE / OPPORTUNITY	C	S
Aging Population - Seniors needs	12	10	Aboiteau Removal	-	-
Aging Infrastructure	-	12	Municipal Alcohol Project	-	-
Active Transportation - Trails	10	14	Land Use Bylaw/MPS Review	-	7
Policing Costs	14	22	Work Force Engagement	-	18
Mt. A / NSCC Future	-	-	Federal & Provincial Relations	5	-
Commercial Assessment	-	5	Business Connector Group	-	10
Solid Waste Management	16	-	Border Town Location	5	-
Climate Change Adaptation	-	-	Community Marketing / Branding	24	9
Organizational Structure Review	-	16	Workforce Safety	-	-
Service Levels / Expectations	7	-	Poverty Reduction	12	9
Long Term Financial Sustainability	-	18	Downtown Revitalization / Housing	7	10
Staff Succession Plan	6	12	CCUBIC - Operations Plan	-	9
Pension Plan Sustainability	2	1	Volunteer Retention/Recruitment	-	1
Beaubassin	-	-	Inter-Municipal Relations	29	29
Entrepreneurial Climate	6	-	Urban Forest / Edible Landscape	4	-
Job Creation - Job Fairs	18	-	Highway Traffic	-	-
Youth Retention	2	-	Citizen Engagement	-	2
Economic Growth / Sustainability	34	30	Dickey Brook	7	-
Provincial Jobs	8	3	Culture / History Preservation	-	-
Living Wages	-	5	Wind Energy	-	8
Tourism Strategy	7	-	Electric Fleet Transition	-	-
Web-based Commerce	-	-	Economic Development Delivery	-	9
Transparency / Confidence	5	-	Festivals / Events Planning	-	15
Service Standards	-	17	Population Growth/Retention	8	-
Quality Assurance	-	-	Health Care Sustainability	4	-
Vacant / Unsightly Buildings	3	-	Victoria Park Fountain	-	-
Vital Signs Report	5	-	Low Income Housing	2	-
Car Charging Station	9	-	Transit	-	3
Province Funded Police Positions	9	-	Strategies, Studies, Plans Review	12	9
Selling Change	1	-	School Enrollment	-	7
Marijuana Industry Impacts	5	-	Library - YMCA	-	4
Business Liaison	2	-	Recreation Plan Implementation	1	1
Renewable Energy Transition Plan	24	-	Entrance Ways - Signage	8	-
Community Pride	4	3	Built Heritage	-	-
Website Upgrades	3	-	Communities in Bloom	-	-

ISSUE & OPPORTUNITY SHORT LIST			
'C' indicates COUNCIL scoring. 'S' indicates STAFF scoring. #=Rank.			
ISSUE / OPPORTUNITY	COUNCIL	STAFF	TOTAL
ECONOMIC GROWTH & SUSTAINABILITY	34 - #1	30 = #1	64
INTER-MUNICIPAL RELATIONSHIP	29 - #2	29 - #2	58
POLICING COSTS	14 - #7	22 - #3	36
COMMUNITY MARKETING / BRANDING	24 - #3	9	33
RENEWABLE ENERGY TRANSITION PLAN	24 - #4	-	24
Active Transportation / Trails	10	14 - #9	24
AGING POPULATION - SENIORS NEEDS	12 - #8	10 - #10	22
POVERTY REDUCTION	12 - #9	9	21
STRATEGIES, STUDIES, PLAN REVIEW	12 - #10	9	21
JOB CREATION	18 - #5	-	18
Workforce Engagement	-	18 - #4	18
Long Term Financial Sustainability	-	18 - #5	18
Service Standards	-	17 - #6	17
SOLID WASTE MANAGEMENT	16 - #6	-	16
Organizational Review	-	16 - #7	16
Festivals / Events Planning	-	15 - #8	15
BOLD CAPITALS = COUNCIL / STAFF COMMON ITEMS			
CAPITALS = COUNCIL ITEMS and Title Case = Staff led items			

4.a REALITY CHECK CRITERIA	SUCCESS		
	LIKELY		UNLIKELY
LEGISLATIVE EASE	Yes	Maybe	No
POLICY CONSISTENCY	Yes	Maybe	No
CONTRACTUAL EASE	Yes	Maybe	No
POLITICAL WILL	High	Neutral	Uncertain
ORGANIZATIONAL CAPACITY	High	Medium	Low
SAVINGS REALIZED	High	Medium	None
TIME EFFICIENCY REALIZED	Likely	Maybe	Not Likely
TIMEFRAME FOR RESULTS	Reasonable	Challenging	Unrealistic
SUCCESS LIKELIHOOD	High	Medium	Uncertain
COMMUNITY SUPPORT	High	Average	Low
FISCAL RESOURCES	Confirmed	Available	Difficult
PARTNERSHIP POTENTIAL	Ready	Maybe	Uncertain/No
LEVERAGE OTHER RESOURCES	Yes	Maybe	Uncertain/No
ONGOING SUSTAINABILITY	Likely	Maybe	Uncertain/No
HUMAN RESOURCES	Yes	Somewhat	No
EXPERTISE	In-house	Available	Uncertain/No
CONSEQUENCES/RISK	None	Uncertain	Negative
AFFORDABILITY	Yes	Average	No

4.b URGENCY CRITERIA	URGENCY	
	URGENT	NOT AS URGENT
IMPERATIVE - Requirement to Act	Legislation	No Legislation
LIABILITY - Risk Exposure	Legal	Inconvenience
SAFETY - Direct vs. Potential Threat	Life - Imminent	Property Damage
FINANCIAL - Magnitude of Cost	Significant	Operational
VISIBILITY - Implications to Organization	Negative	Neutral
PUBLIC BENEFIT - Who receives outcomes?	Most	Few
COMMUNITY NEED - Who's asking?	At Large	Minority Interest
TIMELINESS - Resource Alignment	Unique	Frequent
STRATEGIC - Linkage to goals/priorities	Critical	Useful
OBLIGATION - Commitment to others	Contractual	Casual
LEADERSHIP - Political Requirement	High	Low
TIMELINE - Imposed Timeframe	Deadline	None

4.c RESPONSIBILITY CRITERIA	RESPONSIBILITY	
	POLITICAL	ADMINISTRATIVE
POLICY	New or Change	Procedure or Implementation
FINANCIAL	New or Change in Budget	Approved in Budget
EXTERNAL LINKAGE	Political Level	Staff Level
CORPORATE IMAGE	Agency Integrity	Service Quality
SERVICE LEVELS	New or Terminate	Service Standards
STRATEGIC DIRECTION	New or Change	Implementation
PERSONNEL	CAO Performance	Staff Performance
LEGISLATION	Ignore or Seek to Change	Interpretation
SENSITIVITY	High Visibility	Low Visibility
OBLIGATION	New or Change in Contract	Permissible
MEMBER LIAISON	Elected Official	Staff

PRIORITY/Desired Outcomes	OPTIONS/ Strategy	ACTION - What, When
NOW		
<p>1. INTER-MUNICIPAL RELATIONSHIP</p> <p><i>How do we work with Cumberland and Oxford to the mutual benefit of our citizens?</i></p> <p>* Areas of Interest * Regional Collaboration Protocol</p> <ul style="list-style-type: none"> • Mutual areas of interest identified • Effective / efficient programs and services • Reduce duplication • Stronger/unified voice • Fair processes • Equitable funding formulas • Good working relationship • Financial sustainability • Value for money 	<ul style="list-style-type: none"> • In house • Consultant • Combination 	<ol style="list-style-type: none"> 1. Host meeting with Cumberland & Oxford Councils - March 2. Discuss areas of common interest - March 3. Develop joint action plan
<p>2. SOLID WASTE MANAGEMENT</p> <p><i>What approach should the Town take as the Province reduces the number of landfill licenses?</i></p> <p>* Future Status</p> <ul style="list-style-type: none"> • Regulation compliance • Implementation of the Town Solid Waste Strategy • Promote recycling • Meet solid waste diversion targets • Business case - identify cost/benefit of new cell option • Research temporary/long term trucking 	<ul style="list-style-type: none"> • In house • Consultant • Combination • Build new cell • Determine options • Defer until Provincial decision 	<p>APPROACH</p> <ol style="list-style-type: none"> 1. Determine preferred approach - March 2. Advocate position to partners - March 3. If new cell option - undertake detailed design - March 4. Tender project - May <p>LANDFILL LICENSE</p> <ol style="list-style-type: none"> 1. Advocate for landfill license status clarity

PRIORITY/Desired Outcomes	OPTIONS/ Strategy	ACTION - What, When
<p>3. MARKETING PROGRAM <i>How can we market and promote Amherst to retain residents and attract visitors?</i></p> <p>* Marketing Plan * Branding Refresh</p> <ul style="list-style-type: none"> • Send and promotion of community pride • Targeted marketing material • Website upgrade • Encourage immigration • Promote 'Border Town' location • Refresh / rejuvenate entrance ways • Tell the Amherst story - history and culture 	<ul style="list-style-type: none"> • In house • Consultant • Combination 	<p>MARKETING PLAN</p> <ol style="list-style-type: none"> 1. Review current strategy - March 2. Determine budget for brand refresh - March 3. Finalize plan and brand updates - September <p>CUMBERLAND BUSINESS CONNECTOR STRATEGY</p> <ol style="list-style-type: none"> 1. Review CBC strategy 2. Promote with new brand within regional context
<p>4. ECONOMIC READINESS <i>What is the Town's role and partnership opportunities in promoting economic growth of Amherst?</i></p> <p>* Economic Readiness Strategy</p> <ul style="list-style-type: none"> • Effective marketing and promotion • Attract and retain businesses • Identify desired targets and gaps • Job creation • Diversify economy • Increase tax base • Mentor Entrepreneurs • Downtown revitalization • Encourage tourism • Business friendly processes 	<ul style="list-style-type: none"> • In house • Consultant • Combination • Town Strategy • CBC Strategy • TOA feeds into Regional Economic Development Strategy 	<ol style="list-style-type: none"> 1. Identify opportunities and gaps - March 2. Determine targets - April 3. Seek stakeholder input - June 4. Work with CBC to determine shared tasks - Fall

PRIORITY/Desired Outcomes	OPTIONS/ Strategy	ACTION - What, When
<p>5. ACTIVE TRANSPORTATION <i>How do we move forward on trails, walking paths and bike lanes?</i></p> <p>* Active Transportation Plan</p> <ul style="list-style-type: none"> • Active, healthy lifestyle opportunities • Upgraded trails and neighbourhood networks • Sidewalks and pathways for seniors • Bike lanes • Capital priorities determined • Adequate funding in the capital budget 	<ul style="list-style-type: none"> • In house • Consultant • Combination 	<p>PLAN IMPLEMENTATION</p> <ol style="list-style-type: none"> 1. Review plan - March 2. Define priority setting criteria - March 3. Confirm priorities - March 4. Submit capital budget items - April <p>BIKE LANES</p> <ol style="list-style-type: none"> 1. Determine gaps - March 2. Create budget envelope - June
NEXT		
<p>COMMUNITY ENERGY STRATEGY <i>How do we address climate change impacts and move forward on alternative energy projects?</i></p> <p>* Energy Strategy</p> <ul style="list-style-type: none"> • Support a sustainable and secure energy system • Policies and programs to reduce carbon footprint • Change in control of energy generation • Energy management • Energy reduction targets • Low carbon technologies • Attract new industry and businesses investment • Net Zero Energy project • Revenue generator • 100% renewable energy goal 	<ul style="list-style-type: none"> • In house • Consultant • Combination 	<p>NET ZERO ENERGY</p> <ol style="list-style-type: none"> 1. Prepare strategy terms of reference - March 2. Allocate budget - March 3. Undertake process <p>COMMUNITY ENERGY STRATEGY</p> <ol style="list-style-type: none"> 1. Develop feasibility study terms of reference - June 2. Determine budget impact 3. Seek Council direction 4. Approve strategy - December

PRIORITY/Desired Outcomes	OPTIONS/ Strategy	ACTION - What, When
<p>SERVICE CAPACITY REVIEW <i>How can we balance community expectations with organizational capacity?</i> * Workshop</p> <ul style="list-style-type: none"> • Service levels defined • Revenue options examined • Programs and services aligned with resources • Inventory of current services • Priorities / expectations defined • Ensure reasonable workloads • Assessment of alternative service delivery • Recruit and retain staff • Maximize efficiency • Ensure fiscal accountability 	<ul style="list-style-type: none"> • In house • Consultant • In house with facilitator 	<ol style="list-style-type: none"> 1. Develop terms of reference - April 2. Prepare inventory of current services - June 3. Conduct workshop - September 4. Identify targets 5. Prepare adjustment strategy
<p>SENIORS STRATEGY <i>How do identify and program for services aimed at our senior population?</i> * Senior's Need Assessment</p> <ul style="list-style-type: none"> • Understanding needs and expectations • Retention of senior population • Senior input to services and programs • Community mentors • Source of community volunteers • Accessible /barrier free infrastructure • Aging in place housing options • Access to quality healthcare options 	<ul style="list-style-type: none"> • In house • Seniors Groups • Combination 	<ol style="list-style-type: none"> 1. Review current strategy - June 2. Identify service needs and gaps - September 3. Determine strategies to address needs

PRIORITY/Desired Outcomes	OPTIONS/ Strategy	ACTION - What, When
<p>PLANS/STUDIES</p> <p><i>What information and intelligence can we garner from our plans and studies to be aware of trends and move forward on community initiatives?</i></p> <p>* Review Chart</p> <p>* Community Dashboard Check List</p> <ul style="list-style-type: none"> • Achievement of community goals • Community sustainability • Indicator list and chart for data comparison • Health of our natural environment • Quality of life indicators • Poverty reduction • Economic growth • Understand trends • Predict housing needs 	<ul style="list-style-type: none"> • In house • Consultant • Combination 	<p>PLAN REVIEW</p> <ol style="list-style-type: none"> 1. Review plans and studies 2. Develop an indicator list and review chart <p>COMMUNITY DASHBOARD CHECK LIST</p> <ol style="list-style-type: none"> 1. Review Vital Signs Report 2. Draft a quality of life indicator list
<p>POVERTY REDUCTION</p> <p><i>What is the Town's role in addressing poverty reduction in Amherst?</i></p> <p>* Community Forum</p> <ul style="list-style-type: none"> • Provision of quality services • Supporting food security programs • Advocating for low income housing • Promoting access to support agencies • Community awareness and community discussion 	<ul style="list-style-type: none"> • In house • Consultant • Combination 	<ol style="list-style-type: none"> 1. Consolidate existing information - May 2. Determine stakeholders/invitees - Summer 3. Prepare agenda - Summer 4. Host community forum - September

Bolded items indicate the Council **priority**, the preferred **option** to achieve the outcome and the primary **action** necessary to address the priority. The question used by the Council to focus their priority setting discussion is *italicized*.

ADVOCACY	
PRIORITY/Desired Outcomes	STRATEGY / Actions
CUMBERLAND BUSINESS CONNECTOR * <i>Business Connector Start-up</i> * <i>Business Connector Strategy</i>	<ul style="list-style-type: none"> • Prepare a memorandum of understanding that outlines the process and the Town’s commitment to the start-up of the Cumberland Business Connector. • Review CBC Strategy (when completed) to identify sector targets for partner attention.
NOVA SCOTIA SOLID WASTE REGULATORY ISSUES * <i>Landfill License</i>	<ul style="list-style-type: none"> • Confirm the Province will license a new cell.
NET ZERO ENERGY PROJECT * <i>Feasibility Study</i>	<ul style="list-style-type: none"> • Pursue funding for pilot project.
SOLID WASTE MANAGEMENT * <i>Future Plans</i> * <i>Licensing Status</i>	<ul style="list-style-type: none"> • Determine the Town’s position re: land fill future. • Seek Provincial status re: a future landfill facility licensing.

SYNOPSIS

Citizen Appointment to Library Board

Cumberland Public Libraries is managed and operated by the Cumberland Regional Library Board, a body corporate pursuant to the Libraries Act of Nova Scotia, and made up of representatives from across Cumberland County and the Province of Nova Scotia.

The Town of Amherst has two positions on the Cumberland Regional Library Board; one is filled by a Council representative and one by a citizen volunteer appointed by Council. Last fall, Council appointed Councillor MacKenzie as elected representative for a one-year term ending October 31, 2017. Morris Haugg has been the citizen volunteer representative for a number of years, and declined to offer a further term beyond the end of 2016.

We canvassed the community by way of advertising for expressions of interest. The ad appeared in the Amherst News for two consecutive weeks, and was also posted on the Town's website and social media. This resulted in submissions being received from a number of qualified individuals. Council reviewed the submissions during an In-Camera Committee of the Whole meeting held March 20, 2017 and selected a candidate to be appointed to the Board.

MOTION:

That xxxxxxxxx be appointed as the Town of Amherst citizen member on the Cumberland Regional Library effective April 1, 2017.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Gregory D. Herrett, CPA, CA – Chief Administrative Officer

DATE: 27 March 2017

SUBJECT: Citizen Appointments to the Library Board

ORIGIN:

Request from the Library to fill the position on the Board vacated by Morris Haugg at the end of 2016.

LEGISLATIVE AUTHORITY:

Cumberland Public Libraries is managed and operated by the Cumberland Regional Library Board, a body corporate pursuant to the Libraries Act of Nova Scotia, and made up of representatives from across Cumberland County and the Province of Nova Scotia.

RECOMMENDATION:

That Council select an individual from the submission received to be appointed to the Cumberland Regional Library Board effective April 1, 2017

BACKGROUND:

The Town of Amherst has two positions on the Cumberland Regional Library Board; one is filled by a Council representative and one by a citizen volunteer appointed by Council. Last fall, Council appointed Councillor MacKenzie as elected representative for a one-year term ending October 31, 2017. Morris Haugg has been the citizen volunteer representative for a number of years, and declined to offer a further term beyond the end of 2016.

DISCUSSION:

We advertised for expressions of interest to serve on this Board. This resulted in submissions being received from a number of qualified individuals.

FINANCIAL IMPLICATIONS:

No financial implications; this is a volunteer position.

COMMUNITY ENGAGEMENT:

We canvassed the community by way of advertising for expressions of interest. The ad appeared in the Amherst News for two consecutive weeks, and was also posted on the Town's website and social media.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications



ALTERNATIVES:

1. Appoint a citizen member to the Library from the submissions received
2. Continue to solicit expressions of interest and consider the matter at the April 24 meeting;
3. Fill the position with a second Council representative.

ATTACHMENTS:

Letter from Cumberland Public Libraries

Report prepared by: Gregory D. Herrett, CPA, CA

Report and Financial approved by:

SYNOPSIS

Citizen Appointments to the Police Commission

The Police Commission Bylaw sets out the membership requirements for this Board, which includes two community volunteers for one year terms and one community volunteer for a two year term. All three terms expire March 31, 2017.

We canvassed the community for expressions of interest by advertising in the Amherst News, on the Town's website and in our social media. The response has been excellent, with a significant number of qualified citizens expressing interest in serving on the Commission.

Council reviewed the submissions during an In-Camera Committee of the Whole meeting held March 20, 2017 and selected three candidates to be appointed to the Board.

MOTION:

That Council appoint the following individuals to the Amherst Board of Police Commissioners:

- **xxxxxxxxx to a two-year term ending March 31, 2019**
- **xxxxxxxxx to a one-year term ending March 31, 2018**
- **xxxxxxxxx to a one-year term ending March 31, 2018**

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Vince Arbing, CPA, CA – Secretary, Amherst Police Commission

DATE: 27 March 2017

SUBJECT: Citizen Appointments to the Police Commission

ORIGIN:

Current terms expire March 31, 2017

LEGISLATIVE AUTHORITY:

Bylaw respecting the Amherst Board of Police Commissioners

RECOMMENDATION:

That Council review the submissions received and select three citizens to be appointed to the Amherst Board of Police Commissioners with the appropriate terms

BACKGROUND:

The Police Commission Bylaw sets out the membership requirements, which includes two community volunteers for one year terms and one community volunteer for a two year term. All three terms expire March 31, 2017.

DISCUSSION:

We advertised for expressions of interest to serve on this Board. This resulted in several submissions from qualified individuals

FINANCIAL IMPLICATIONS:

No financial implications; these are volunteer positions.

COMMUNITY ENGAGEMENT:

We canvassed the community by way of advertising for expressions of interest. The ad appeared in the Amherst News for two consecutive weeks, and was also posted on the Town's website and social media. The response has been excellent, with a significant number of qualified citizens expressing interest in serving on the Commission.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications

ALTERNATIVES:

- Appoint three members from the applications received
- Continue to solicit expressions of interest and extend the current members' terms in the mean time.



ATTACHMENTS:

- Bylaw Respecting the Amherst Board of Police Commissioners, C-1
-

Prepared by: Vince Arbing, CPA, CA – Secretary to the Board

NOTICE OF PUBLICATION

SUBJECT: Amherst Board of Police Commissioners By-law, C-1

NOTICE IS HEREBY GIVEN that Amherst Town Council, at a meeting held on December 20, 2010, adopted a By-law Respecting the Board of Police Commissioners for the Town of Amherst, C-1.

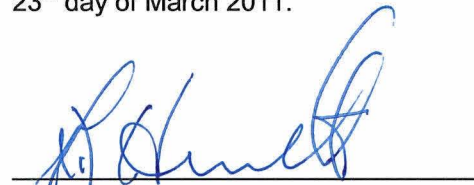
The new by-law repeals and replaces the Town of Amherst By-law to Establish the Amherst Police Commission approved by Council in January 1977 and amended in February 1984 and December 1994.

The new by-law clarifies terms of board member appointments and attendance at commission meetings, increases the board membership from five to seven, and includes housekeeping amendments to bring the wording in compliance with current legislation.

Copies of the new by-law may be inspected at the office of the Town Clerk, Confederation Memorial Building, Ratchford Street, during regular business hours. The by-law can also be viewed on the Town's web page at www.amherst.ca

THIS IS TO CERTIFY that the foregoing is a Notice of Publication regarding the adoption of the above Town of Amherst By-Law as published in the local newspaper on March 23, 2011.

GIVEN under the hand of the Town Clerk and under the seal of the Town of Amherst this 23rd day of March 2011.



Gregory D. Herrett, CA
Town Clerk and Chief Administrative Officer

Town of Amherst

A BYLAW RESPECTING THE BOARD OF POLICE COMMISSIONERS FOR THE TOWN OF AMHERST

BE IT ENACTED by the Council of the Town of Amherst, under the authority of the Police Act, Chapter 31, ACTS OF NOVA SCOTIA 2004.

Short Title

- 1 This By-Law shall be known as the “Amherst Board of Police Commissioners By-Law”.

Definitions

- 2 In this By-Law
- (a) “Board” means the Board of Police Commissioners for the Town of Amherst
 - (b) “Council” means the Council for the Town of Amherst.
 - (c) “Chief of Police” means the Chief of Police of the Amherst Police Department.
 - (d) “Amherst Police Department” means the Chief and members of the municipal police force of the Town of Amherst.
 - (e) “Minister” means the Minister of Justice for the Province of Nova Scotia

Board Established

- 3 The Council establishes the Board of Police Commissioners for the Town of Amherst, with membership as follows:

One Year Term	Two community volunteers
Two Year Term	One member of Council One Community Volunteer
Three Year Term	Two members of Council
Other	One Ministerial appointment

Membership

4

- (a) The member of the Board appointed by the Minister shall be appointed pursuant to subsection 44(4)(c) of the Police Act.
- (b) The members of the Board appointed by Council shall be appointed pursuant to subsections 44(4)(a) and (b) of the Police Act.
- (c) Dismissal of members of the Board shall be carried out in accordance with subsection 44(7)(a) with regard to a member appointed by the Minister and subsection 44(7)(b) with regard to members appointed by Council.
- (d) An absence from two consecutive meetings without just cause as determined by the chair and Board members shall be cause for the replacement of a member appointed by Council.
- (e) Where a vacancy occurs on the Board or where a member is unable to carry out his/her duties as a member of the Board by reason of illness or absence, Council shall appoint a replacement as soon as is practicably possible.
- (f) The members of the Board appointed from Council shall serve without remuneration.
- (g) The Board shall, at its first meeting each calendar year or as soon as practicable thereafter, choose its chairperson and vice-chairperson.
- (h) The chairperson shall preside at all meetings of the Board and in his/her absence the vice-chairperson shall preside.
- (i) Should the chair become vacant due to resignation or replacement, an election for the Chair shall be held within 60 days of such vacancy occurring.

Procedure

5

- (a) The Board shall conduct its business according to the bylaws, regulations and policies established by Amherst Town Council, the Amherst Board of Police Commissioners, the Police Act and, where applicable the Municipal Government Act.

- (b) The Board shall hold a meeting at least every three months. The Board may meet in camera at any time on 24 hours notice by the Chairperson or any two members or at any time with unanimous consent of all members concerning all matters relating to discipline, personal conduct, contract negotiations and security of the police operations.
- (c) A majority of the members of the Board shall constitute a quorum.
- (d) The Chief Administrative Officer of the Town or his appointee, shall be the Secretary to the Board and shall have charge of all minutes, records and accounting procedures to be followed and maintained by the Board.

Chief Officer

- 6 (a) The Chief of Police shall be appointed by the council, and following a year's period of probation, may not be suspended, dismissed or otherwise disciplined except with cause, and in such event, he shall have the right to appeal, within fifteen days of such disciplinary action, to the Chairman of the Nova Scotia Police Commission. The Commission shall conduct a hearing therein and may confirm, overrule, or modify such action and its decision therein, shall be final.
- (b) The Chief of Police shall advise the Board with respect to the provision of efficient and effective municipal police service delivery. S/he may, in consultation with the Board, undertake in a timely manner research, strategic planning, policy development and implementation, and the reporting of results in response to inquiries by the Board pertaining to its community governance responsibilities as defined in the Police Act.
- (c) The Chief of Police and/or the Deputy Chief of Police shall whenever requested by the Chairman and where practicable attend meetings of the Board, whether public or in-camera.
- (d) The Chief of Police or his Deputy shall be in charge of the management, direction and control of the day to day operation of the police force, including the enforcement of law and the maintenance of discipline within the force. Should such discipline, in the opinion of the Chief Officer, require that an employee be dismissed, such dismissal shall be by the Board on the recommendation of the Chief Officer.

Board Powers

- 7
- (a) The Board shall conduct its responsibilities in accordance with the requirements established by the Police Act,
 - (b) The Board shall, each year, submit to the council for its consideration and approval its estimates of all monies required for the year to pay the remuneration of the members of the police force and staff and to pay for the accommodation, arms and equipment and other things for the use and maintenance of the force.
 - (c) All collective agreements or other agreements with members of the police force or its bargaining agent shall be contracted in the name of the Town of Amherst, and the Town of Amherst shall be the employer of all members of the police force.
 - (d) The Board shall submit all requests for all capital equipment proposed to be purchased to the council, together with the recommendation of the Board for the purchase consideration in accordance with the purchasing policy of the Town of Amherst.
 - (e) The Board shall have the jurisdiction without interference by the Council over all matters relating to the enforcement of all criminal law, federal statutes, provincial statutes, and Town by-laws and ordinances.
 - (g) The Board shall further have jurisdiction over all matters relating to the enforcement of provincial statutes having local effect and Town by-laws and ordinances, but Council shall have the right to request the enforcement of such statutes or by-laws as may be required for the proper administration thereof within the Town.
 - (h) The Chief of Police or his designate shall give all necessary orders, directions and instructions to the police force and no Board member, other than the Chair or his or her designate except when communicating a decision of the Board, shall issue any order, direction or instruction to any member of the police force relative to his duties as a member of the force.

General

- 8
- The Chief Administrative Officer and the Chief of Police shall be members of any committee appointed for the purpose of negotiating a collective agreement with any union representing members of the Town police force.

- 9 The Town of Amherst By-Law to Establish the Amherst Police Commission, By-Law Number C-1 approved by Council on January 18, 1977 and amended on February 20, 1984 is hereby repealed.

Clerk's Annotation for Official By-Law Book

Date of First Reading: 29 November 2010

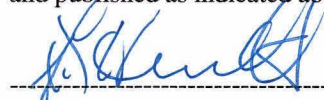
Date of Notice of Intent to Consider: 6 December 2010

Date of Second Reading: 20 December 2010

Date of Advertisement/Notice of Publication to be published following ministerial approval

Date of mailing to Minister a certified copy: 21 December 2010

I certify that this **By-Law Respecting the Amherst Board of Police Commissioners, C-1** was adopted by Council and published as indicated above.



21 December 2010

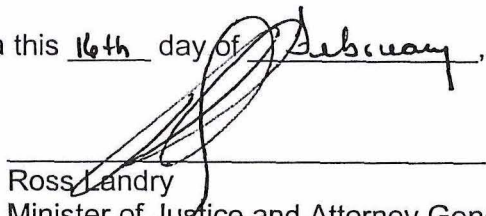
Gregory D. Herrett, CA Date
Town Clerk and Chief Administrative Officer

*Effective Date of the By-Law unless otherwise specified in the text of the By-Law.

MINISTERIAL APPROVAL

Pursuant to subsection 55(2) of the *Police Act*, S.N.S. 2004, c.31, I hereby approve they bylaws for the Amherst Municipal Board of Police Commissioners, attached hereto as Schedule "A".

Dated at Halifax Regional Municipality, Nova Scotia this 16th day of February, 2011.



Ross Landry
Minister of Justice and Attorney General

Service Nova Scotia
and Municipal Relations

Approved this 10th day
of March 2011.



Minister of Service Nova Scotia and Municipal Relations

SYNOPSIS

Citizen Appointments to the Planning Advisory Committee

The role of the Planning Advisory Committee (PAC) is to advise Council respecting the preparation or amendments to the Town's Municipal Planning Strategy, Land Use Bylaw and Subdivision Bylaw, as well as other general land use planning matters. This Committee also hears appeals and makes decision with respect to Dangerous and Unsightly Premises, and acts as the Heritage Advisory Committee.

The Planning Advisory Committee Policy states that: "The Council shall appoint members of the Planning Advisory Committee by Resolution. Membership shall include three members of Town Council and three members of the public who are residents of the Town of Amherst. The term for members shall be three years, and members may be re-appointed to the Committee. Public members' terms shall be by fiscal year, with one member appointed each year."

Since the membership of all three of our current public appointments expire at the end of March, staff are suggesting that Council appoint one member for a one-year term, one member for a two-year term and one member for a three- year term in order to comply with the Policy. Staff advertised for expressions of interest and received three applications.

MOTION:

That Council appoint the following individuals to the Planning Advisory Committee:

- **Ron Wilson to a three-year term ending March 31, 2020**
- **Gordon Goodwin to a two-year term ending March 31, 2019**
- **Glen Hudson to a one-year term ending March 31, 2018**



REQUEST FOR DECISION

RFD# 2017094

Date: March 27, 2017

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Jason MacDonald, Deputy CAO, Operations

DATE: March 27, 2017

SUBJECT: Citizen Appointments – Planning Advisory Committee (PAC)

ORIGIN:

Membership of our current PAC citizen appointees expire March 31, 2017.

LEGISLATIVE AUTHORITY:

Planning Advisory Committee Policy, 66000-01

RECOMMENDATION:

That Council review the submissions received and select three citizens to be appointed to the Planning Advisory Committee with the appropriate terms

BACKGROUND:

The Planning Advisory Committee has three citizen appointee members whose membership will expire March 31. The role of this Committee is to advise Council respecting the preparation or amendments to the Town's Municipal Planning Strategy, Land Use Bylaw and Subdivision Bylaw, as well as other general land use planning matters. This Committee also hears appeals and makes decision with respect to Dangerous and Unightly Premises, and acts as the Heritage Advisory Committee.

DISCUSSION:

The Planning Advisory Committee states that: "The Council shall appoint members of the Planning Advisory Committee by Resolution. Membership shall include three members of Town Council and three members of the public who are residents of the Town of Amherst. The term for members shall be three years, and members may be re-appointed to the Committee. Public members' terms shall be by fiscal year, with one member appointed each year." Since the membership of all three of our current public appointments expire at the end of March, staff are suggesting that Council appoint one member for a one-year term, one member for a two-year term and one member for a three- year term in order to comply with the Policy. Staff advertised for expressions of interest and received three applications.

FINANCIAL IMPLICATIONS:

Citizen members of the PAC are offered to attend the annual Nova Scotia Planning Directors



Conference in Halifax, which is held primarily to educate Councillors, citizen appointees to PAC's and other municipal employees on land use planning matters.

COMMUNITY ENGAGEMENT:

Advertising soliciting interest in these positions was advertised according to Town Policy. Planning Advisory Committee meetings are advertised and open to the public. From time to time as an issue arises this Committee also invites the public to attend Public Participation Opportunities and Public Hearings.

ENVIRONMENTAL IMPLICATIONS:

There are no environmental implications to appointing members to the PAC.

ALTERNATIVES:

Do not appoint any or all of the three applicants, and re-advertise.

ATTACHMENTS:

Planning Advisory Committee Policy

Report prepared by: Jason MacDonald, Deputy CAO, Operations

Report and Financial approved by:

DEPARTMENT: PLANNING AND DEVELOPMENT DEPARTMENT

TITLE: **PLANNING ADVISORY COMMITTEE POLICY**

Minutes reference date: 27 March 2006; 29 November 2010; 24 October 2011; March 24, 2014; 22 January 2015

PURPOSE:

The purpose of this policy is to establish a Planning Advisory Committee in accordance with Section 200 of the *Municipal Government Act*.

ROLE OF COMMITTEE

1. The role of a Planning Advisory Committee is to advise Council respecting the preparation or amendment of the Town's Municipal Planning Strategy, Land Use Bylaw and Subdivision Bylaw as well as general land use planning matters.
2. The duties assigned to the Committee, pursuant to this policy, shall only be carried out by the Committee.
3. In addition to the duties of the Committee pursuant to Section 200 of the *Municipal Government Act* and pursuant to the Heritage Properties Bylaw, the Committee will also act as the Heritage Advisory Committee.
4. In addition to the duties of the Committee pursuant to Section 200 of the *Municipal Government Act*, the Planning Advisory Committee will also undertake the duties assigned to it pursuant to the Dangerous or Unsightly Premises Policy of the Town of Amherst.

MEMBERSHIP

5. The Council shall appoint members of the Planning Advisory Committee by resolution.
6. Membership shall include three members of Town Council and three members of the public who are residents of the Town of Amherst.
7. The term for members shall be three years, and members may be re-appointed to the Committee. Public members' terms shall be by fiscal year, with one member appointed each year.
8. In January of each year, an advertisement for the public member(s) whose term is set to expire that fiscal year shall be placed in the local newspaper. It is the intention to have members with a varied background; however, members with a planning, architecture, engineering or other similar background will have some preference.

9. At the beginning of the first meeting of each fiscal year the Committee will elect a chairperson as well as a vice-chairperson. Terms for such shall be one year. The chairperson and vice chairperson may be re-elected.

STAFF RESOURCES

10. The Deputy Chief Administrative Officer – Operations is responsible for all functions of the Committee including:
 - a. Calling meeting;
 - b. Taking minutes
 - c. Distribution of reports and other information as required;
 - d. Public notification as required;
 - e. Providing Committee motions to the Chief Administrative Officer for inclusion on the Council agenda.
11. Where additional information or work is required of staff by the Committee the Deputy Chief Administrative Officer – Operations (Deputy CAO) will be responsible for prioritizing staff resources, in conjunction with the Chief Administrative Officer when required.
12. Meetings are to be attended by the Deputy CAO or designate as well as an Executive Assistant. At the discretion of the Deputy CAO, other staff may be invited / asked to attend as well. Standing invitations to Committee meetings will be given to the Chief Administrative Officer and all Directors.

MEETINGS

13. Meetings will be automatically scheduled for the first Monday of every month. Meetings will commence at 4:30 PM unless otherwise informed.
14. Meeting times may be changed when appropriate by the Chairperson in consultation with the Deputy CAO.
15. Meetings may be cancelled by the Chairperson in consultation with the Deputy CAO when there are no agenda items.
16. All meetings are open to the public as per Section 203 of the *Municipal Government Act*, unless the Committee, by a majority vote, moves a meeting in private to discuss matters permitted by the *Act*.
17. The date, time and location of Committee meetings shall be posted in the lobby of Town Hall three days prior to the meeting, and on the Town's website.
18. An agenda package will be provided to all Committee members and staff no later than 4:00 PM, two business days prior to the meeting.

Internal Committee Report

Amherst Board of Police Commissioners

March 27, 2017

The Amherst Board of Police Commissioners met on March 8, 2017 in Council Chambers. New commissioner, Deputy Mayor Sheila Christie was sworn in by CAO Greg Herrett, and welcomed by the Chair and Board members. Council clarified the terms of its appointments to the Board as Councillors Blanch and Jones to three-year terms expiring October 31, 2019 and Deputy Mayor Christie to a two-year term ending October 31, 2018.

Chief Naylor advised the Board that the Department is undertaking an audit of all its unfounded sexual assault files for the past five years. This issue came as a result of a FOIPOP application last year looking for sexual assault statistics, and the resulting articles in the Globe and Mail in February on sexual assault investigations in Canada. One of the articles referred to the “unfounded” rates of police agencies, and APD’s rate was above the national average. The audit team consists of Deputy Chief Pike, Cst. Tom Wood, Cst. Michelle Harrison and Nicole Long. Ms. Long is the Sexual Violence Outreach Worker for Cumberland County. The report will be presented to the Board once it is complete.

The Board requested that Chief Naylor make a presentation on the Department’s policies on off-site training, training on private property, and how back-ups are identified and put in place. This presentation is to be at the next regular meeting of the Board, scheduled for April 26, 2017.

Internal Committee Report

Amherst Youth Town Council

March 27, 2017

Amherst Youth Town Council had two meetings in the month of February, on the 1st and the 15th at the Amherst Police Department's Community Room. Council also met February 28 at the Community Credit Union Business Innovation Centre for presentations from community groups around the area.

In the February 1st and 15th meetings, AYTC discussed the following:

- Volunteering at the 10K turnaround and water station for the Amherst Valentine's Run
- Planned an outdoor skating event for the Winter Carnival on February 16th, which was canceled due to weather conditions
- Started planning a 15 Hour Physical Activity Day for Canada's 150th anniversary in the Spring

AYTC also had the opportunity to listen to presentations from community groups around the area on February 28th. Council was approached by:

- The YMCA Youth Centre remarking what youth would want to see and happen at the Youth Centre presented by Ashley Grace
- Invigorate Leaders and their one-week summer boot camp for grades 9-10 presented by Rachel Metis
- A potential male youth program presented by Robert Calder
- An NSCC invitation for events and programs presented by Cheryl Veinotte-Mackey

This concludes the monthly report for the Amherst Youth Town Council. If there are any comments or questions relating to my monthly report I would be happy to answer them. Thank you.

External Committee Report

Cumberland Regional Library Board

March 27, 2017

Public Meeting

The Cumberland Regional Library Board will be hosting a public meeting on April 6th at 7pm at the Four Fathers Library to discuss the future of the Cumberland Public Libraries. Topics of discussion will include current funding issues and what actions need to be taken with frozen funding.

Libraries 150

The Four Fathers Library will be hosting several author readings in the next few months with the help of funds from Libraries 150. Nova Scotian authors Charlie Rhindress, Ami Mckay, and Lesley Crewe are all confirmed over the next few months.

Statistics

The library held 11 programs during March Break week with 360 children and adults in attendance. As of March 15th over 4,600 people had visited the Amherst library during the month to borrow materials, use computers or wifi, attend a program, or just read the paper.

External Committee Report

Cumberland YMCA

March 27, 2017

As of February 28, 2017 our membership number is 1,146. 176 are sponsored members. For comparison membership on February 23, 2016 was 1,230 with 178 subsidized members and February 27, 2015 there were 1,198 members with 99 subsidized.

Executive Director Trina Clarke is now Chair of the Child Protection Advisory Committee for the YMCA's of Canada. She has been a member of this committee for the past three years and the Chair position is another three year commitment.

The first draft of the 2017-2018 budget is complete. The senior staff reviewed the budget in its entirety for the first time March 9th. From there it went to the Finance Committee for review and will go before the Board after the Treasurer's return in April.

On February 22, 2017 the Membertou Sport and Wellness Centre opened in Cape Breton. This is a wonderful new partnership between the YMCA and the Membertou First Nation; a first for Nova Scotia YMCA's, a true example of working together for the betterment of community.

The YMCA Cues for Kids event in February went very well. It made just over \$1,800 which will go to our Strong Kids Campaign for YMCA sponsored memberships and programs.



Solid Waste Matters

New Landfill Cell Design

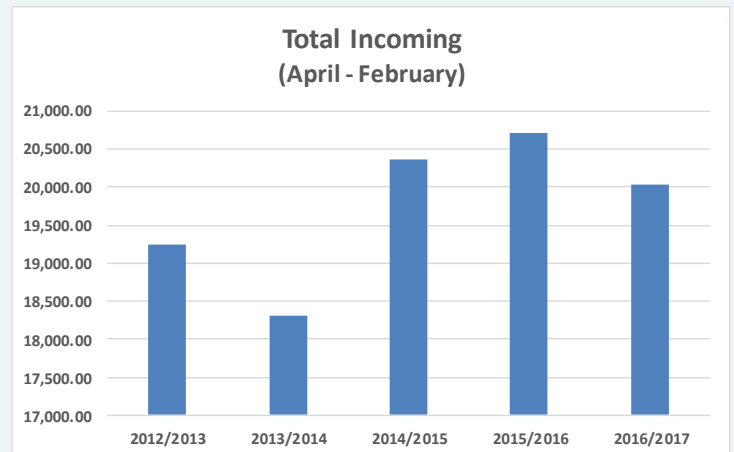
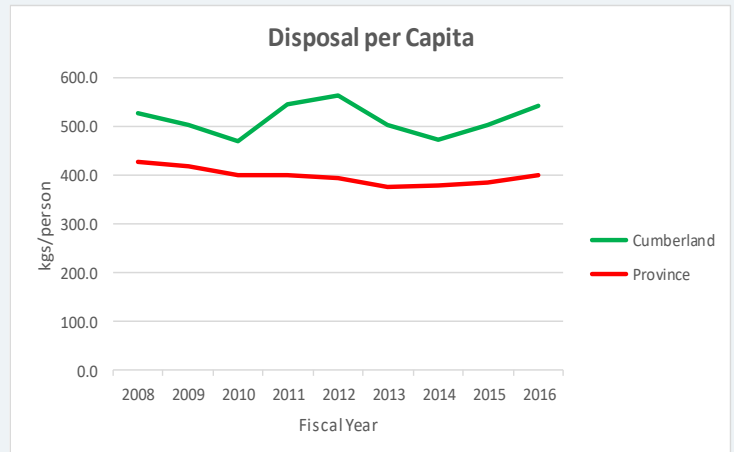
The landfill design project will be presented to the Board at its meeting on March 16 by Dillon Consulting. This will include construction cost estimates.

Provincial Efficiency Study

Phase 1 of the Provincial Solid Waste Efficiency Study requested by NSE was posted to the public procurement website on Monday, March 6 (closing March 20). The successful proponent will be tasked to identify what should be studied as part of the efficiency study, and what information should be used to conduct the study. The project is expected to begin April 1 and take approximately 12 weeks.

To assist the successful proponent in creating the scope of the efficiency study, two representatives from numerous stakeholder groups will be engaged, including elected officials via Regional Chairs, CAOs via AMANS, and solid waste staff through the Managers/Directors Committee and the Regional Coordinators Committee. UNSM, NSE, and Divert NS representatives will also be engaged.

On March 6, contact was made with the head of each of these Committees to inform them of this opportunity for engagement during Phase 1 of the process.

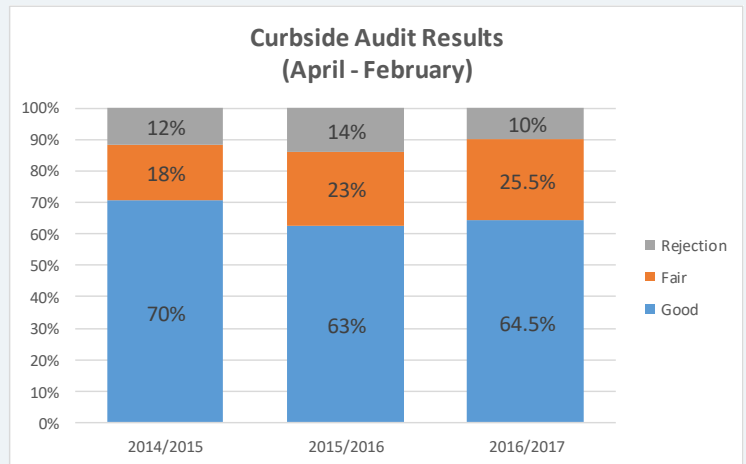


Your Partners in Waste Reduction

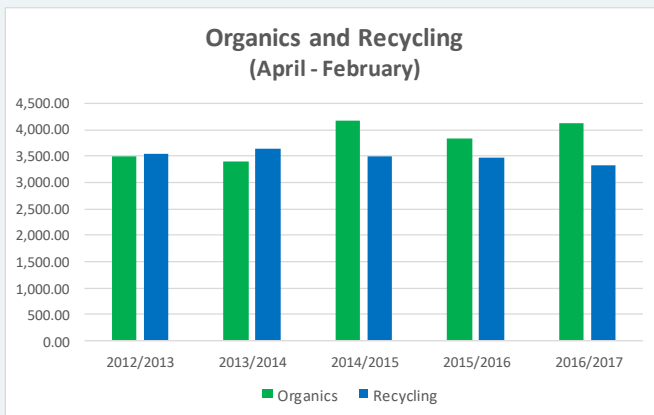


Education

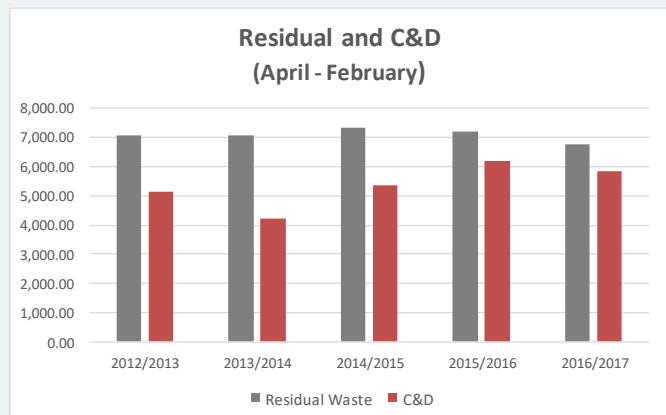
- Divert NS has reported that they are projecting that diversion funding will be approximately 4.0 million to be distributed in 17/18.
- Divert NS is holding a scholarship competition for Grade 12 students. One \$5000 provincial scholarship and six regional \$2500 scholarships are available. Visit www.divertns.ca.
- Collection schedules were mailed to Springhill and County residents. This is the first year that we combined the calendars since the dissolution.
- CJSMA purchased a tablet and stand for our new ReCollect Program, this will allow us to sign up residents during public events such as the Home Show and Highland Fling. This will also be available for use at the municipal offices.
- Due to the weather in February, collection was cancelled for a total of 3 days. Our online & mobile app proved to be very helpful during this time as we could notify residents immediately that collection was cancelled.
- ReCollect Stats 11 weeks: 476 Mobile App Installs; 538 Service Alert Contacts; and 1152 Items Searched.



Total Diverted



Total Disposed



Upcoming Meetings

CJSMA Board	March 16, 2017	Upper Nappan
Regional Coordinators	March 22, 2017	Halifax
Solid Waste Priorities Group	March 22, 2017	Kempton
Managers & Directors	April 4, 2017	East Hants
Regional Chairs	April 21, 2017	Kempton
Northern Region	April 28, 2017	Upper Nappan
CAO Advisory Committee	May 4, 2017	Upper Nappan

External Committee Report

Northern Region Solid Waste Committee

March 2017

A meeting of the Northern Region Solid Waste Committee was held in Elmsdale on February 24. The Committee received a comprehensive presentation on Extended Producer Responsibility (EPR) from the Cumberland Joint Services Management Authority (CJSMA) Solid Waste Manager Stephen Rayworth.

Divert NS is now accepting submissions for their Champion of the Environment Scholarship. One \$5,000 provincial scholarship and six \$2,500 regional scholarships are available. Check out divertns.ca/scholarship for more information.

All three regional partners are utilizing the Recollect App to send notifications to residents regarding their solid waste pickup and sorting rules. The Recollect App can be downloaded at the App Store for free.