



**Town of Amherst
Regular Council Meeting**

Agenda

Date: **Monday, June 26, 2017**
Time: **7:00 pm**
Location: **Board Room, Town Hall**

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Special Guests

Regular Council Meeting

June 26, 2017

Olivia Pulsifer – Amherst Youth Town Council Member

Youth Councillor Olivia Pulsifer is a grade 7 student at E B Chandler and this is her second time this year attending a Council meeting. Olivia lives on Rhodes Avenue in Amherst and is very involved in her school and extracurricular activities. She is a member of EBC Students Council, We Club and volunteers with the CanSkate program at the Amherst Skating Club. This is Olivia's first year on Amherst Youth Town Council. She is very interested in policy and looks forward to taking part in the process. Olivia says she really wants to focus on making this Town a better place and creating fun activities for people of all ages.

Theresa Nicholls – National Anthem Singer

Theresa is resident of Amherst and very talented musician, with interests in singing, piano and duet singing with her brother Bill playing guitar. Theresa enjoys performing folk, easy rock, musical theatre and other genres in front of crowds. Let's welcome Theresa and ask her to lead off the council meeting with the national anthem.

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: May 23, 2017
Time: 7:00 pm
Location: Council Chambers, Town Hall

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

Staff Present Greg Herrett, CAO
 Jason MacDonald, Deputy CAO Operations
 Ian Naylor, Police Chief
 Vince Arbing, Treasurer
 Sarah Wilson, Accountant
 Bill Schurman, Director Recreation
 Greg Jones, Fire Chief
 Rebecca Purdy, Executive Assistant

1. CALL TO ORDER

Mayor Kogon called the meeting to order at 7:05 PM and welcomed those in attendance.

1.1 Introduction of Special Guests

Mayor Kogon introduced Youth Councillor Justin Bennett and national anthem singer, Charlotte Babineau.

2. O'CANADA

3. HEARINGS/PRESENTATIONS/PETITIONS

3.1 Presentation to Dr. Kim Maddison (5436)

Barbara Bowes, representing Dr. Kim Maddison, accepted a plaque expressing the Town's appreciation for being able to operate an outdoor rink on Dr. Maddison's property on Victoria Street during the winter of 2017.

“Kim Maddison – Atlantic Smile Dentistry

In recognition for supporting an active, healthy Amherst by providing a space for ‘A Place to Play’ used for downtown skating and recreation during the winter of 2017”

3.2 Presentation to Employees - Long Service / Service Milestones (5590)

Mayor Kogon presented the following employee long service awards:

40 years - David Gautreau
 40 years - Darrell Gautreau
 40 years - Larry Lines (not present)
 40 years - Lonnie Melanson
 40 years - Ron Curtis
 30 years - Ray Gouchie (not present)
 20 years - Paul Hawkes (not present)
 10 years - John Michels (not present)
 10 years - Shawn Canton
 10 years - Chris Jobe

4. APPROVAL OF AGENDA/MINUTES

4.1 Approval of the Agenda (5662)

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

Motion Carried

4.2 Approval of Minutes - April 24, 2017 Regular Meeting (5663)

Moved By Councillor Jones
Seconded By Councillor MacKenzie
To approve the minutes of the April 24, 2017 regular meeting

Motion Carried

5. 2017-18 BUDGET

5.1 CAO's Comments

I am pleased to present the Town's operating and capital budgets for the 2017/18 fiscal year for Council's consideration this evening. I do want to acknowledge and thank Vince Arbing and the other members of the senior management team as well as Sarah Wilson from the Corporate Services Department for their work in the preparation of this year's budget.

Residential capped assessment grew by 1.6% this year representing \$6.3 million in additional assessment yielding approximately \$103,000 more than last year in residential tax revenue. Commercial assessment declined by or .2%, representing about \$9,000 less in revenue.

On the expenditure side, estimated expenditures will increase by about \$198,000 or 1.1%.

Wages and benefits are projected to grow by just .2% even in the face of inflation of 1.2% to 1.4%. A full time position in engineering and a seasonal public works position have been eliminated by attrition.

Administrative costs are down by over \$110,000 due to election costs incurred last year disappearing this year, along with reductions in travel costs for both Council and staff. A new cellular contract and a reduction in promotional costs also contribute to this reduction. The proposed elimination of the reimbursement to Council of household internet costs will save \$3,300 this year and a bit more next year.

A proposed change to the Tax Reduction Policy, increasing the income threshold and increasing the credit available is estimated to cost \$17,500 more this year than it did last year.

The fire protection charge that the Amherst Water Utility charges the Town, by order of the UARB, is set to increase by \$20,000.

One area of significant increase, once again, is in mandatory contributions to provincial agencies where we see a \$55,000 increase in Housing and a \$29,000 increase in Education costs.

Projected year-end financial results point to a surplus again this year and Council is spending \$235,000 of that surplus on its strategic priorities in areas like active transportation, a smart grid pilot project, a marketing refresh, a community energy strategy and an evaluation of the employee pension plan.

This year's capital budget was once again prepared with reference to the various studies that have been completed over the past couple of years including the Asset Management Study, the Recreation Master Plan, the TIR assessment of the Town's street infrastructure and the Vehicle Replacement Plan. The recommended capital budget is included in the budget document at page 13 and totals \$5,756,714 in general capital. Additional long term debt of \$1.3 million is being used to finance assets with a very long useful life only – the Victoria and Station Street projects and a new fire truck.

The recommended tax rates for the 2017/18 fiscal year are outlined on page 6 of the budget document. Although there is a change in the mix of rates, the overall result is that the total residential rate is proposed to stay the same at \$1.63 and the commercial rate is proposed to be reduced by 2 cents settling at \$4.43. We have modeled the approximate cost for a taxpayer in a \$100,000 home with average water usage. The details are at page 10 of the budget

It is worth noting, Your Worship, that our 10 year operating and capital models continue to indicate, given current assumptions, the long term financial viability of the Town of Amherst.

5.2 Mayor's Comments

I am pleased to present the Town's operating and capital budgets for the 2017/18 fiscal year. First, on behalf of all members of our Council, let me congratulate our senior management team and staff work in getting us to this point. Members of Council worked as a team, listened to the business community and residents, and unanimously agreed on a business friendly approach.

Following a comprehensive operations and budget review process, the Town of Amherst is pleased to maintain its residential rate and reduce the commercial tax rate by two cents for the 2017-18 fiscal year.

In early January Council, along with senior management, participated in a very intense and well-coordinated exercise that allowed us to identify and prioritize the issues. Using input from many sources we were able to identify what importance to put on these issues and to a great degree the order in which to tackle them.

The two cent reduction in the commercial tax rate to \$4.43 per \$100 of assessment is a small yet symbolic change – listening to business community's issues and needs.

Stable residential rates help residents, who are also consumers, to help our businesses = return on local economy.

Council is pleased to provide a budget that reflects the NOW Priorities and NEXT Directions outlined in the 2017 Strategic Priorities Plan, which is available for public viewing anytime on amherst.ca or at in paper at Amherst Town Hall.

We're also pleased to deliver:

- \$17,580,588 operating budget and 5,756,714 capital budget;
- Changes to the Tax Reduction Policy, expanding the levels of income and credits eligible for credits on property taxes. Council recognizes the strain tax payers on limited and fixed incomes have paying their property taxes and would like to expand the household income credit to ensure fair and equitable treatment;
- Removal of Council's Reimbursement for Internet Charges;
- The approval of \$63,650 worth of 2017-18 Community Support Grants, such as Bordertown Biker Bash, Fibre Arts Festival and the Rotary Club of Amherst. (An event will be scheduled in June 2017 for Council to present the 2017-18 community support grants cheques.)
- Adjustments to the Salary Administration Policy and salary scale for Town of Amherst non-union staff. Council recognizes an organization's greatest asset is its employees and supported an overall review of job category appropriateness and related salary ranges;
- Additional solid waste pickup services over the summer being funded from the operating reserve. With the Solid Waste contract up for tender again next year, we'll review this once again next year to see how this year's changes worked out

I feel extremely optimistic about the next year for the Town of Amherst.

Now there are a series of motions to give effect to this year's budget. I'll ask our CAO to lead us through these.

5.3 Budget Resolutions

5.3.1 Estimates of Revenues and Expenditures (5675)

Moved By Councillor Blanch

Seconded By Councillor MacKenzie

THAT Council accepts the following estimates of the sums required by the Town of Amherst for the fiscal period ending March 31, 2018, prepared in accordance with Section 72 of the *Municipal Government Act*:

Revenues	
Taxes	\$12,963,675
Grants in Lieu of Taxes	317,628
Services Provided to Other Local Gov't	186,324
Sale of Services	1,355,433
Other Revenue from Own Sources	617,626
Unconditional Transfers	1,260,382
Conditional Transfers	466,250
Other Transfers	413,270
Total Revenues	\$17,580,588

Expenditures	
Corporate Services	\$4,876,443
Police Services	4,180,546
Fire Protection Services	1,654,796
Operations	4,323,951
Community & Economic Development	431,503
Recreation	1,877,449
Strategic	235,900
Total Expenditures	\$17,580,588

Motion Carried

5.3.2 General Tax Rates (5677)

Moved By Deputy Mayor Christie

Seconded By Councillor Rhindress

WHEREAS total estimated expenditures for the fiscal period are \$17,580,588; and

WHEREAS total estimated revenues, other than taxes to be levied are \$4,616,913 ; and

WHEREAS the balance of revenues required, \$12,963,675 must be rated;

THEREFORE BE IT RESOLVED THAT for the Town of Amherst for the fiscal year ending March 31, 2018:

1. The general tax rates are as follows:

Residential / Resource \$1.16 per \$100 of assessment

Commercial \$3.96 per \$100 of assessment

AND THAT these taxes are due and payable on September 29, 2017 with interest to be charged on all final tax accounts outstanding on or after October 1, 2017 at the rate of 1% per month, 12% per annum.

Motion Carried

5.3.3 Area Rates

5.3.3.1 Mandatory Provincial Contribution (5678)

Moved By Councillor Byrne
Seconded By Councillor Jones

WHEREAS the Mandatory provincial contributions for the 2017-18 fiscal period of \$2,155,418 must be rated;

THEREFORE BE IT RESOLVED THAT for the Town of Amherst for the fiscal year ending March 31, 2018, the Mandatory Provincial Contribution Area Rate on all property assessments within the boundary of the Town of Amherst are as follows:

Residential / Resource	\$0.41 per \$100 of assessment
Commercial	\$0.41 per \$100 of assessment

AND THAT these area rates are due and payable on September 29, 2017 with interest to be charged on all final tax accounts outstanding on or after October 1, 2017 at the rate of 1% per month, 12% per annum

Motion Carried

5.3.3.2 Community Support (5679)

Moved By Councillor Rhindress
Seconded By Councillor Byrne

WHEREAS the estimated community support for the 2017-18 fiscal period of \$332,477 must be rated;

THEREFORE BE IT RESOLVED THAT for the Town of Amherst for the fiscal year ending March 31, 2018, the Community Support Area Rate on all property assessments within the boundary of the Town of Amherst are as follows:

Residential / Resource	\$0.06 per \$100 of assessment
Commercial	\$0.06 per \$100 of assessment

AND THAT these area rates are due and payable on September 29, 2017 with interest to be charged on all final tax accounts outstanding on or after October 1, 2017 at the rate of 1% per month, 12% per annum

Motion Carried

5.3.4 Sanitary Sewer Rates (5680)

Moved By Councillor MacKenzie
Seconded By Councillor Blanch

WHEREAS Council is authorized by the Town of Amherst Sanitary Sewer Rates By-law to set rates for sewer services;

THEREFORE BE IT RESOLVED THAT owners shall be billed for sewer services using one of the following methods effective April 1, 2017:

Metered Customers

Those owners whose water service is metered shall pay a usage charge:

- Residential: \$0.99 per cu. meter of metered water consumption as determined by the Amherst Water Utility;

- **Commercial/Industrial/Institutional**: \$0.49 per cu. meter of metered water consumption as determined by the Amherst Water Utility.
- **Base Charges**
Those owners whose water service is metered shall pay a base charge quarterly. The quarterly base charge by meter size is:

5/8"	\$18.00
3/4"	\$27.00
1"	\$43.75
1 1/2"	\$86.00
2"	\$136.25
3"	\$271.25
4"	\$500.00

Non-Metered Customers

For non-metered customers in unmetered mobile home parks, the park owner shall pay \$178.53 per dwelling unit per annum.

Motion Carried

5.3.5 Wastewater Treatment Facility Uniform Charge (5681)

Moved By Councillor Jones

Seconded By Councillor MacKenzie

WHEREAS Council has included in its estimates for the fiscal year ending March 31, 2018, an amount to be raised for a portion of the debenture principal and interest payments for the wastewater treatment facility, a purpose for which the Town may expend funds; and

WHEREAS there are approximately 484 unmetered mobile homes within a land leased community within the boundaries of the Town of Amherst; and

WHEREAS the Council may, under paragraph 75(4)(b) of the *Municipal Government Act*, in lieu of levying an area rate, levy a uniform charge on each unmetered mobile home within a land lased community in the area;

THEREFORE BE IT RESOLVED that a uniform charge of \$72.00 be levied for the fiscal year ending March 31, 2018 on each unmetered mobile home within a land leased community within the boundaries of the Town of Amherst, and that these uniform charges are due and payable on September 29, 2017 with interest to be charged on all final tax accounts outstanding on or after October 1, 2017 at the rate of 1% per month, 12% per annum

Motion Carried

5.3.6 Solid Waste Management Uniform Charge (5682)

Moved By Councillor Blanch

Seconded By Councillor MacKenzie

WHEREAS Council has included in its estimates for the fiscal year ending March 31, 2018, the amount of \$558,100 to be expended for the purpose of solid waste management, a purpose for which the Town may expend funds; and

WHEREAS \$16,000 of this amount is funded from the general tax rate and \$26,400 is funded from the Operating Reserve, leaving \$515,700 to be funded from the Solid Waste Management Uniform Charge; and

WHEREAS there are approximately 3,210 dwelling units within the boundaries of the Town of Amherst in residential premises with less than four such dwelling units; and

WHEREAS the Council may, under paragraph 75(4)(b) of the *Municipal Government Act*, in lieu of levying an area rate, levy a uniform charge on each property assessment in the area;

THEREFORE BE IT RESOLVED that a uniform charge of \$160.00 be levied for the fiscal year ending March 31, 2018 on each dwelling unit within the boundaries of the Town of Amherst in residential premises with less than four such dwelling units, and that these uniform charges are due and payable on September 29, 2017 with interest to be charged on all final tax accounts outstanding on or after October 1, 2017 at the rate of 1% per month, 12% per annum

Motion Carried

5.3.7 General Capital Budget - Town of Amherst (5683)

Moved By Deputy Mayor Christie

Seconded By Councillor Rhindress

That Council approves the Town of Amherst General Capital Budget for the 2017-18 fiscal year as presented in the amount of \$5,756,714 to be funded as follows:

Capital Reserve from General Operating	\$ 525,000
Operating Reserve	195,282
Capital Reserve (Carry Over Items)	372,580
Gas Tax Funding	750,000
Fundraising	181,852
Federal – ACOA	65,000
Federal – CWWF	1,558,000
Provincial – CWWF	779,500
Long Tem Debt	<u>1,329,500</u>
	\$ 5,756,714

And further, that Council approve in principle the subsequent nine years' General Capital Budget plan as presented:

<u>Fiscal Year</u>	<u>General Capital Total Amount</u>
2018 – 2019	\$ 2,935,500
2019 – 2020	\$ 1,746,750
2020 – 2021	\$ 1,686,250
2021 – 2022	\$ 2,384,000
2022 – 2023	\$ 1,598,250
2023 – 2024	\$ 1,723,250
2024 – 2025	\$ 1,577,250
2025 – 2026	\$ 1,326,000
2026 – 2027	\$ 1,625,000

Motion Carried

To be clear, the second part of this motion contemplates the approval of the amounts for the years 2018-2019 to 2026-2027 for planning purposes only; this is not the authority to spend, nor is it necessarily the final and complete listing.

6. REQUESTS FOR DECISION

6.1 General Borrowing Resolution (5684)

Moved By Councillor Byrne

Seconded By Councillor Jones

WHEREAS it is necessary to borrow the sum of \$2,000,000 (two million dollars) from the Royal Bank of Canada to meet the new current

expenditures of the Corporation until such time as the taxes to be levied therefore can be collected;

BE IT THEREFORE RESOLVED by the Municipal Council of the Corporation as follows:

1. THAT the Mayor and the Treasurer of the Corporation be, and they are hereby authorized under the seal of the Corporation to borrow from the Royal Bank of Canada up to the sum of \$2,000,000 (two million dollars) as the same may be required from time to time to meet the now current expenditures of the Corporation which said expenditures has been duly authorized by Council; and
2. THAT the said Mayor with the Treasurer aforesaid, be, and they are hereby authorized to pay or allow to the said bank, interest on the sum of \$2,000,000 (two million dollars) at a rate of Royal Bank Prime minus ¼% per annum, which may be paid or allowed in advance by way of discount or otherwise howsoever as they may deem best; and
3. THAT the said sum of \$2,000,000 (two million dollars) so to be borrowed shall be made payable on or before the 31st day of March, 2018, and the promissory note or notes of the Corporation, if any, given therefore, if made payable before the said 31st day of March, 2018, may be renewed by the said Mayor and Treasurer from time to time, but no renewal thereof shall fall due later than the said 31st day of March, 2018; and
4. THAT the said promissory note or notes of the Corporation, sealed with the corporate seal and signed by the Mayor and Treasurer of the Corporation be given from time to time as required, in security for the amounts borrowed from time to time under the provisions of this resolution; and
5. THAT giving of such renewal note or notes, as aforesaid, shall not be deemed satisfaction to the said bank of the said advance or interest, but as evidence only in indebtedness.

Motion Carried

6.2 Tax Exemption Bylaw (5665)

Moved By Councillor Rhindress

Seconded By Councillor Byrne

That Council approve first reading of a bylaw to amend the Tax Exemption Bylaw, B-1, which removes the property located at 189 Church Street, and further, that \$80,086 be granted in tax exemptions to nine organizations in total.

Motion Carried

**Town of Amherst
Bylaw to Amend the Tax Exemption Bylaw, B-1**

1. This is a by-law to amend the Tax Exemption Bylaw, B-1.
2. The Tax Exemption Bylaw of the Town of Amherst is hereby amended as follows:
 1. Remove the following organization from Schedule C:

Property: Land & Building, 189 Church Street
Owner: Pythian Castle Ltd.
Assessment Account Number: 02209128
Extent of Application: The Whole of Commercial Portion
Extent of Exemption: 100%

6.3 Tax Reduction Policy (5686)

Moved By Deputy Mayor Christie

Seconded By Councillor MacKenzie

That Council approves amendments to the Tax Reduction Policy 3800-02 to the following income levels and amounts:

- \$20,000 or less - a credit of \$400
- \$20,001 to \$22,500 - a credit of \$200
- \$22,501 to \$25,000 - a credit of \$100

And also to make minor housekeeping changes in the wording of some of the conditions of eligibility

Motion Carried

TOWN OF AMHERST TAX REDUCTION POLICY

NUMBER 03800-02

PURPOSE:

To establish a policy to determine the reduction in taxes for a person (s) whose income from all sources for the calendar year preceding the fiscal year of the Town of Amherst is below the amount set out in this policy AND to determine the reduction in taxes for the owner(s) of a building which has been completely or partially destroyed.

POLICY STATEMENT (1): LOW INCOME

It shall be the policy of the Amherst Town Council that an exemption from taxes will be granted, pursuant to Section 69(2) (a) of the Municipal Government Act, ~~in the amount two hundred and forty six dollars and fourteen cents (\$246.14). This amount will be adjusted each year by an amount equal to the annual average percentage change in the Consumer Price Index, all items, for the Province of Nova Scotia for the previous calendar year, as determined by Statistics Canada. If that index is negative in any given year, the amount of the increase will be zero.~~ according to the following income levels and amounts:

1. \$20,000 or less - a credit of \$400
2. \$20,001 to \$22,500 - a credit of \$200
3. \$22,501 to \$25,000 - a credit of \$100

The following conditions will apply:

- a) That the exemption be granted to every person assessed with respect to taxable property in the Town of Amherst, who is a resident of the Town of Amherst, and whose total household income from all sources for the calendar year preceding the fiscal year of the Town of Amherst ~~was less than the maximum annual income for a single person to qualify for the guaranteed Income Supplement for the period April – June of the current year, as determined by Service Canada.~~ **must be \$25,000 or less, including the income of all other members of the same family residing in the same household but does not include** allowances paid pursuant to the War Veterans Allowance Act (Canada) or military pension paid pursuant to the Pension Act (Canada) ~~are not to be included in a person's total income;~~
- b) That the exemption ~~be granted only in respect of property occupied by the applicant ratepayer at his/her home~~ **shall only be available for residents where the property is their primary residence occupied by him/her year-round;**
- c) That, where two or more persons, one or more of whom are entitled to an exemption, are ~~by an interest~~ the owners of taxable property together, the person(s) is entitled to that portion of the amount of the exemption that the amount of his/her assessment bears to the whole property **assessment;**
- d) That the person applying for the exemption provide a copy of their Notice of Assessment from Revenue Canada for the prior year and make an affidavit regarding his/her income for that period and return such affidavit to the Town Office not later than September 30 of the year in which the taxes are payable.
- e) **To qualify for the exemption, a property owner's previous year's rates and taxes must be paid in full at the time of their application.**

POLICY STATEMENT (2): BUILDING DESTROYED

In accordance with Section 69(A) of the Municipal Government Act, that where a building(s) situate on a property has become permanently unlivable or unusable due to fire and the current assessment of the property does not reflect that the building (s) has been destroyed, it shall be the policy of the Amherst

Town Council to permit the reduction or rebate of property taxes on the building(s) alone for the balance of the taxation year under the following conditions.

- a) The taxpayer shall apply in writing to the Clerk asking for a reduction or rebate of property taxes.
- b) The Clerk shall ask the Building Inspector to confirm the complete destruction of the building(s).
- c) The Clerk shall ask the Regional Assessment Office to determine the following years assessment value before any subsequent rebuilding or construction.
- d) Upon receipt of the Building Inspectors and Provincial Assessments report, the Clerk shall authorize the Treasurer to reduce the amount of the taxes on the building(s) by pro rating the same over the balance of the taxation year from the date of destruction.
- e) This policy section shall be made retroactive to April 1, 2005; provided that if, as a result of this policy being made retroactive, it results in property taxes being rebated such sums shall be paid without interest.
- f) If the owner of the property in question is found guilty of arson, either civilly or criminally, the Clerk shall not rebate any taxes. In the event that taxes have already been rebated, then that rebate shall be void ab initio, and the taxes with interest accrued thereon will become immediately due and payable, it being the overriding policy of the Town of Amherst that a person shall not benefit from his or her own wrongdoing.

6.4 Salary Administration Policy (5687)

Councillor Jones declared a conflict as he has a family member on Town staff.

Moved By Councillor Rhindress

Seconded By Deputy Mayor Christie

That Council approve amendments to the Salary Administration Policy, 4530-01, as recommended

Motion Carried

TOWN OF AMHERST SALARY ADMINISTRATION POLICY

NUMBER 04530-01

PURPOSE:

To set out the Policy of the Town of Amherst for salary administration for all non-union employees.

POLICY STATEMENT:

The Town of Amherst will ensure the fair and equitable compensation of all non-union employees in relation to the duties of their position within the Town.

OBJECTIVES:

To promote salary equity in the Town’s non-union sector.

To establish a framework and procedure to determine categories of compensation for new positions.

DEFINITION OF TERMS:

Salary Grid shows all the salary scales applicable to positions within the Town. The salary grids are contained in Appendices A, A-1, B, C-1. The salary grid – Appendix C-1 – has eight steps.

Step Adjustment – a move from one step, within a given salary range, to another (usually the next step) for individual employees is based on a satisfactory performance evaluation.

Salary Range is defined as a range of pay for a category of duties, with a minimum and maximum. The range will be established by Council after considering the recommendation of the CAO.

Overall Market Review – A review of the appropriateness of the Job Category Listing (Appendix C) and the Salary Grid (Appendix C-1). The review shall include a survey of the market value of similar positions.

Performance Evaluation – A formal evaluation of the employee's job performance. All employees will receive at least one Performance Evaluation in each year of service.

SALARY GRID:

An appropriate salary grid for all non-union positions shall be determined by the council:

New Positions: Recommendations for placement on the Job Category Listing shall be prepared by the Chief Administrative Officer and forwarded to Council for approval.

Salary ratings for temporary and casual positions shall be determined by the Chief Administrative Officer, in consultation with the departmental Director.

Student wage rates shall be set by the CAO in consultation with the Director, with reference to the minimum wage in effect and the individual requirements of the job. Step adjustments shall be made only when:

The adjustment can be accommodated within the Salary Account of the appropriate department; and

A current Performance Evaluation form is on file.

Upon completion of a satisfactory annual evaluation, the employee may be moved to the next step on the salary grid within his or her category. All step movements must be approved by the CAO

An employee in Step 8 in a year in which there is no overall market review shall receive a bonus equal to salary times CPI for the immediately preceding calendar year. This amount will be separate and not added to the base salary.

The CAO may, on the recommendation of the Director, authorize a movement of up to 3 steps in one year to recognize exceptional performance. In normal circumstances employees would move one step each year upon a satisfactory performance evaluation.

TRAVEL VEHICLE ALLOWANCES:

The Treasurer and Directors of departments shall receive a monthly vehicle allowance of \$150. Mayor and Council shall receive the same monthly vehicle allowance of \$150 effective November 1, 2008.

The monthly vehicle allowance is for reimbursement for all local travel using one's personal motor vehicle for travel within the boundary of the Town of Amherst. Travel outside the boundary is covered under Policy #03000-01. The monthly vehicle allowance shall be reviewed each year after considering any changes in the cost of operating a motor vehicle.

LUNCH BREAKS:

The lunch break period shall be for a one hour period.

PERFORMANCE EVALUATION:

Performance appraisals shall be conducted by the Chief Administrative Officer/Director at the completion of the probation period, and at least annually thereafter recorded on Performance Evaluation forms.

The Chief Administrative Officer/Director shall discuss the employee's performance evaluation in detail with the employee, in accordance with the employee evaluation system and standardized forms.

SCOPE OF RESPONSIBILITY:

The Town Council shall:

Authorize changes to the policies comprising the program of employee compensation.

Review and approve salary categories for all established positions within the Town.

Review and consider for approval the recommendations of the CAO in regard to the appropriateness of the salary classifications and ranges from time to time if necessary. The Chief Administrative Officer shall:

Review and recommend changes to policy and procedures as they relate to the employee compensation program.

Ensure the maintenance of the salary rating and performance appraisal procedures.

Conduct salary rating and performance evaluation procedures relative to Director positions.

Monitor salary surveys and make recommendations to Council concerning market conditions as appropriate. The next overall market review shall be completed by January 31, 2019.

Grant step and/or merit adjustments to individual employees in accordance with approved policies and procedures and subject to budgeting limitations.

Maintain all personnel files and records.

The Director shall:

Conduct performance evaluation procedures relative to the positions and employees within their respective departments, and make appropriate recommendations to the Chief Administrative Officer.

Make recommendations to the Chief Administrative Officer regarding step adjustments for employees within their departments.

APPENDIX A

Town of Amherst

Salary Grid

April 1, 2017

Job Level	Salary Amount	
Mayor	Stipend	\$ 24,298
	Allowance for expenses incidental to the discharge of duties	12,150
		\$ 36,447
Deputy Mayor	Stipend	\$ 16,250
	Allowance for expenses incidental to the discharge of duties	8,125
		\$ 24,375
Councillor	Stipend	\$ 14,361
	Allowance for expenses incidental to the discharge of duties	7,181
		\$ 21,542

APPENDIX A-1

April 1, 2017

Salary Grid

Other Non-Union Positions

Salary Amounts

<u>Job Level</u>	
Chief of Police	\$ 110,221
Deputy Chief of Police	\$ 100,810

<u>Job Level</u>	
Incumbent Town Engineer	\$ 90,098

Town of Amherst
Hourly Rate Grid - Casual

APPENDIX B
April 1, 2017

Job Title	Hourly Rate				
	Step 1	Step 2	Step 3	Step 4	Step 5
Casual Firefighter	16.93	17.21	17.51	17.81	18.10
Jail Guards	12.16	12.56	12.98	13.39	13.87
Canine Control Officer	12.16	12.56	12.98	13.39	13.87
School Crossing Guards	12.16	12.56	12.98	13.39	13.87
Ice Marshall	12.11	12.49	12.91	13.32	13.80
Other	Provincial Minimum Wage				

APPENDIX C

JOB CATEGORIES

Category	Position
Deputy CAO	Deputy CAO
Director	Director of Finance/Corp Serv
	Director of Recreation
Manager	Fire Chief
	Operations Manager
Officer	Planner
	Accountant
	Business Development Officer
	Building Official
Supervisor	Exec Asst/Dispatch Coordinator
	Transportation Foreman
	Facility Manager
Admin/Cust Serv 4	HR Coordinator
	Exec Asst CAO
	Fire Inspector
Admin/Cust Serv 3	GIS Coordinator
	Exec Asst Planning
	Marketing and Communications
	Horticulturalist
	Fire Fighter
	Procurement Coordinator
	Revenue Officer
	Accounts Payable Coordinator
	Cashier/Receptionist
	Water Sewer Billing Clerk
	IT Assistant
	Admin/Cust Serv 2
Admin Clerk Public Works	
Active Living Coordinator	
Admin/Cust Serv 1	Bylaw Enforcement Officer
	Criminal Records Checks
	Dispatcher

CATEGORY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Deputy CAO	104,169	105,396	106,623	107,850	109,076	110,303	111,530	112,757
Director	86,092	87,900	89,708	91,516	93,323	95,131	96,939	98,747
Manager	71,162	72,208	73,254	74,300	75,347	76,393	77,439	78,485
Officer	59,295	61,092	62,890	64,687	66,484	68,281	70,079	71,876
Supervisor	52,569	53,998	55,426	56,855	58,283	59,712	61,140	62,569
Admin/Cust Serv 4	51,017	52,311	53,604	54,898	56,191	57,485	58,778	60,072
Admin/Cust Serv 3	42,895	44,626	46,358	48,089	49,820	51,551	53,283	55,014
Admin/Cust Serv 2	39,458	40,443	41,427	42,412	43,396	44,381	45,365	46,350
Admin/Cust Serv 1	36,829	37,698	38,568	39,437	40,306	41,175	42,045	42,914

6.5 Tender - Victoria Street Reconstruction (5634)

Moved By Councillor Jones

Seconded By Councillor Rhindress

That Council award the tender for the Victoria Street reconstruction project to Cumberland Paving and Contracting at their total unit price bid amount of \$2,642,422.00 plus HST, subject to staff being successful in negotiating a reduction in the amount of work to be completed, based on the unit prices submitted, to reflect the actual budgeted amount of \$2,200,000 including project design and supervision services and applicable HST

Motion Carried

6.6 Tender - Asphalt Patching (5689)

Moved By Councillor Blanch

Seconded By Deputy Mayor Christie

That Council award the asphalt patching tender to the low compliant bidder, Costin Paving and Contracting, at their unit prices to a maximum contract value of \$252,070 including non-recoverable HST

Motion Carried

6.7 Community Support Grants (5690)

Moved By Mayor Kogon

Seconded By Councillor Blanch

That Council approves funding in the amount of \$63,950 under the Community Support Grants Policy as follows:

1.	Food Assistance Network	\$ 2,000
2.	Cumberland Early Intervention	500
3.	Sexual Health Centre for Cumberland	500
4.	Autumn House	10,000
5.	Amherst Little League	1,500
6.	Amherst Little League Tball	500
7.	LA Animal Shelter	10,000
8.	Cumberland Health Care Foundation*	1,000
9.	Amherst Kodokan Judo Academy	250
10.	Amherst Tae Kwon Do Parents Assoc	250
11.	Amherst Community Garden	500
12.	Double "D" 4H Club	250
13.	Empowering Beyond Borders	500
14.	Rotary Club of Amherst	1,200
15.	Showcase Productions	1,000

16.	Amherst Aerials Gymnastics Club	1,000
17.	CARMA	500
18.	Relay for Life Committee	2,000
19.	Amherst Youth Town Council	1,000
20.	Bordertown Biker Bash	3,000
21.	Cumberland Y Summer Kick Off	2,500
22.	Fibre Arts Society	5,000
23.	Cumberland Seniors Safety Program	5,000
24.	Cumberland County Museum	4,000
25.	Esther Fest	<u>10,000</u>
		\$ 63,950

Motion Carried

6.8 Personnel Policy - Hours of Work (5691)

Moved By Councillor Byrne

Seconded By Councillor Rhindress

That Council approve amendments to the Personnel Policy, 4000-12 to replace the text in Paragraph 3, page 16 in its entirety with the following:

Town Hall – The regular hours of work shall be Monday through Friday, commencing at 8:30am to 4:30pm daily from September through June and 8:00am to 4:00pm in July and August, with one hour allowed for lunch break.

Motion Carried

6.9 CJSMA

6.9.1 2017 - 18 Budget (4535)

Moved By Councillor Rhindress

Seconded By Councillor Byrne

That Council approve the 2017-18 budget for the Cumberland Joint Services Management Authority as presented

Motion Carried

6.9.2 Governance (4425)

Moved By Councillor MacKenzie

Seconded By Councillor Byrne

That Council approve for immediate implementation, the changes to the CJSMA inter-Municipal Services Agreement included in the attached document: Amendment to Inter-Municipal Services Agreement Cumberland Joint Services Management Authority.

Motion Carried

Moved By Councillor MacKenzie

Seconded By Deputy Mayor Christie

That Council resolve to direct the CAO to initiate a review of the CJSMA inter-Municipal Services Agreement with his counterparts in the other municipalities participating in the Cumberland Joint Services Management Authority over the next 12 months. The scope of the review should include a modernization of the agreement, the negotiation of a dispute resolution mechanism, an emergency budget provision for the CJSMA, and a provision for the automatic renegotiation of the agreement should participation change. Council also resolves to reaffirm the fact that the CAO or a designate is entitled to attend all Board meetings as a non-voting member and participate in discussions.

Motion Carried

6.9.3 New Cell Development

Moved By Councillor Jones

Seconded By Councillor Byrne

That Council approve the construction of a new cell at the Cumberland Central Landfill, contingent upon the amendments to the Inter Municipal Agreement being approved by the Councils of the Town of Oxford and the County of Cumberland

Motion Carried

7. INFORMATION / DISCUSSION ITEMS

8. INTERNAL COMMITTEE REPORTS

8.1 Amherst Board of Police Commissioners (5692)

Councillor Blanch presented the Police Commission report included in the agenda.

8.2 Amherst Youth Town Council (5693)

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

9. EXTERNAL COMMITTEE REPORTS

9.1 Cumberland YMCA (5694)

D/Mayor Christie presented the Cumberland YMCA report included in the agenda.

9.2 Cumberland Joint Services Management Authority (5695)

Councillor Byrne reported that a special meeting of the CJSMA Board was held on April 25 to discuss new cell development and the CJSMA budget. As previously indicated there were some issues around governance and how to proceed with new cell development. A follow up meeting will be held on May 25 to resolve those items. The Provincial study currently underway to determine the future of landfill cells in Nova Scotia.

9.3 L. A. Animal Shelter (5696)

Mayor Kogon presented the Animal Shelter report included in the agenda and addressed comments and enquiries from Council..

9.4 Seniors Safety Advisory Group (5704)

Councillor Jones presented a report on behalf of the Seniors Safety Advisory Group, included in the agenda.

10. ADJOURNMENT

Moved By Councillor Byrne

Seconded By Councillor Rhindress

To adjourn at 8:05 PM

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

David Kogon, MD
Mayor

Synopsis

Water Utility Operating Budget 2017-18

Staff have been assessing the operating needs of the Amherst Water Utility for the 2017-18 fiscal year and have developed an operating budget. The Water Utility is regulated by the Nova Scotia Utility and Review Board (NSUARB).

The Utility recently applied to the NSUARB for a rate review. After a public hearing, an order was issued by the NSUARB on June 9, 2017 outlining the new rates, rules and regulations for the next three fiscal years. For the fiscal year 2017-18, we see an increase in metered sales, flat rate sales, and the fire protection charges to cover increased costs in wages and benefits, administrative costs and building and facility costs.

MOTION :

That Council approve the Amherst Water Utility Operating Budget for the 2017-18 fiscal year in the amount of \$2,029,748



REQUEST FOR DECISION

RFD# 2018020

Date: 26 June 2017

TO: Mayor Kogon and Members of Council

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

DATE: June 26, 2017

SUBJECT: Amherst Water Utility Operating Budget, 2017-18

ORIGIN:
2017-18 Budget Preparations

LEGISLATIVE AUTHORITY:
Subsection 65(al) of the *Municipal Government Act* confers upon Council the authority to spend money on water systems.

RECOMMENDATION:
That Council approve the Amherst Water Utility Operating Budget for the 2017-18 fiscal year in the amount of \$2,029,748

BACKGROUND:
Staff have been assessing the operating needs of the Amherst Water Utility and have developed the attached budget. The Water Utility is regulated by the Nova Scotia Utility and Review Board (NSUARB).

DISCUSSION:
The Utility recently applied to the NSUARB for a rate review. After a public hearing, an order was issued by the NSUARB on June 9, 2017 outlining the new rates, rules and regulations for the next three fiscal years. For the fiscal year 2017-18, we see an increase in metered sales, flat rate sales, and the fire protection charges to cover increased costs in wages and benefits, administrative costs and building and facility costs.

FINANCIAL IMPLICATIONS:
The approved budget gives direction and guidance to staff on all financial issues throughout the fiscal year.

COMMUNITY ENGAGEMENT:
There was an opportunity for public engagement during the NSUARB rate hearing process.

ENVIRONMENTAL IMPLICATIONS:
No environmental applications

ALTERNATIVES:
1. Approve the Water Utility budget as presented;



2. Approve the Water Utility budget with amendments;
3. Refer the Water Utility budget back to staff for further review.

ATTACHMENTS:

SAP reports of revenue and expenditures

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

Report and Financial approved by:

COST CENTER:AREA COST ELEMENTS - CURRENT YEAR/NEXT YEAR BUDGET COMPARISON

Cost element group MUN2 MUN2
Cost Center Group AM02 TOWN OF AMHERST WATER OPERATIONS
Periods Reported: 1 to 12
Comparison Years: 2016/2017 and 2017/2018
Plan Version: 0 Plan/Act - Version
Plan Version Compare: 1 Approved
Date of Report: 06/13/2017

Cost elements/Cost centers			2016/2017 Actual	2016/2017 Budget	2017/2018 Budget	Change From 2016 Budget to 2017	% Change Fr 2016 Budget to 2017
***	4070	SEWER METERED CHRG	18.00	0	0	0.00	0.0
***	4350	SALE OF SERVICES	17,821.35-	2,890.00-	2,890.00-	0.00	0.0
***	4660	INTEREST ON MISC A/R	485.43-	0	0	0.00	0.0
***	4680	MISC.REVENUE	245.00-	700.00-	700.00-	0.00	0.0
***	5000	INCOME FR.OT.NON UT	1,300.00-	1,000.00-	1,000.00-	0.00	0.0
***	5020	METERED SALES	1,065,576.39-	1,053,841.00-	1,111,459.00-	57,618.00-	5.5
***	5030	FLAT RATE SALES	145,728.77-	145,550.00-	152,820.00-	7,270.00-	5.0
***	5035	BULK WATER SALES	11,200.00-	3,370.00-	3,370.00-	0.00	0.0
***	5040	HYDRANT/FIRE PROT.	694,800.00-	694,800.00-	725,009.00-	30,209.00-	4.3
***	5045	Private Hydrants	11,800.00-	11,500.00-	11,500.00-	0.00	0.0
***	5050	SPRINKLER SERVICE	15,550.00-	15,000.00-	15,000.00-	0.00	0.0
***	5060	INTEREST O/S WATER	9,696.73-	6,000.00-	6,000.00-	0.00	0.0
****		Gross revenues	1,974,185.67-	1,934,651.00-	2,029,748.00-	95,097.00-	4.9
***		Wages & Benefits	575,189.05	575,373.00	623,273.00	47,900.00	8.3
***		Administrative Costs	61,985.86	62,967.00	89,317.00	26,350.00	41.8
***		Building & Facility Costs	191,388.32	194,184.00	203,332.00	9,148.00	4.7
***		Vehicle & Equipment Costs	73,732.47	68,391.00	75,791.00	7,400.00	10.8
***		Materials & Supplies	202,559.00	221,000.00	223,000.00	2,000.00	0.9
***		Other municipal costs	197,673.81	242,915.00	229,149.00	13,766.00-	5.7-
***		Fiscal Services	558,471.56	569,821.00	585,886.00	16,065.00	2.8
****		Expenditures	1,861,000.07	1,934,651.00	2,029,748.00	95,097.00	4.9
*****		Total	113,185.60-	0.00	0.00	0.00	0.0

COST CENTER:AREA COST ELEMENTS - CURRENT YEAR/NEXT YEAR BUDGET COMPARISON

Cost element group EXP Expenditures
Cost Center Group AM02 TOWN OF AMHERST WATER OPERATIONS
Periods Reported: 1 to 12
Comparison Years: 2016/2017 and 2017/2018
Plan Version: 0 Plan/Act - Version
Plan Version Compare: 1 Approved
Date of Report: 06/13/2017

Cost elements/Cost centers	2016/2017 Actual	2016/2017 Budget	2017/2018 Budget	Change From 2016 Budget to 2017	% Change Fr 2016 Budget to 2017
** 6000 WAGES/SALARIES	459,185.66	458,800.00	498,000.00	39,200.00	8.5
** 6009 Y/E WAGES & BEN ACCR	1,146.01	2,343.00	2,343.00	0.00	0.0
** 6010 CPP	17,571.39	18,880.00	20,420.00	1,540.00	8.2
** 6012 Employment Insurance	8,337.54	9,940.00	9,160.00	780.00-	7.8-
** 6014 Blue Cross	13,827.87	12,810.00	17,570.00	4,760.00	37.2
** 6015 Pension - Req Pymts	38,390.08	36,240.00	39,670.00	3,430.00	9.5
** 6016 Group Insurance	14,731.06	13,140.00	13,830.00	690.00	5.3
** 6017 Workers' Compensation	6,999.44	8,220.00	7,280.00	940.00-	11.4-
** 6018 Pension-Special Pymt	15,000.00	15,000.00	15,000.00	0.00	0.0
*** Wages & Benefits	575,189.05	575,373.00	623,273.00	47,900.00	8.3
** 8015 Liability Claims	1,855.77	10,000.00	10,000.00	0.00	0.0
** 6020 PROFESSIONAL DEVELOP	4,285.04	2,000.00	6,000.00	4,000.00	200.0
** 6030 TRAVEL	4,422.90	3,000.00	5,000.00	2,000.00	66.7
** 6032 Conferences & Conv	1,181.25	1,500.00	1,500.00	0.00	0.0
** 6040 PROF MEM/DUES & FEES	1,260.89	1,200.00	1,500.00	300.00	25.0
** 6050 OFFICE SUPPLIES	1,789.36	1,800.00	2,500.00	700.00	38.9
** 6080 ADVERTISING	1,766.41	2,500.00	3,000.00	500.00	20.0
** 6090 POSTAGE	211.57	200.00	200.00	0.00	0.0
** 6100 COURIER	140.71	300.00	300.00	0.00	0.0
** 6110 TELEPHONE	28,826.35	25,500.00	30,000.00	4,500.00	17.6
** 6114 Cellular	4,612.58	3,000.00	5,000.00	2,000.00	66.7
** 6130 COMPUTER HARDWARE	856.13	1,600.00	2,000.00	400.00	25.0
** 6140 COMPUTER SOFTWARE	2,212.01	0.00	2,500.00	2,500.00	0.0
** 6142 Software Licensing	3,584.84	4,000.00	14,000.00	10,000.00	250.0
** 6150 MEETING EXPENSES	1,813.05	3,000.00	2,500.00	500.00-	16.7-
** 6152 Catering	0	200.00	150.00	50.00-	25.0-
** 6160 LIABILITY INSURANCE	3,167.00	3,167.00	3,167.00	0.00	0.0
*** Administrative Costs	61,985.86	62,967.00	89,317.00	26,350.00	41.8
** 7000 HEAT - FURNACE OIL	3,949.94	4,000.00	5,500.00	1,500.00	37.5
** 7010 ELECTRICAL	116,327.67	119,800.00	120,400.00	600.00	0.5
** 7050 BLDG/FACILITY INS	6,536.00	6,732.00	6,732.00	0.00	0.0
** 7070 BLDG/FACILITY RENTAL	25,461.96	25,462.00	28,000.00	2,538.00	10.0
** 7080 PLANT MAINTENANCE	8,081.49	4,200.00	10,700.00	6,500.00	154.8
** 7120 PROPERTY TAXES	31,031.26	33,990.00	32,000.00	1,990.00-	5.9-
*** Building & Facility Costs	191,388.32	194,184.00	203,332.00	9,148.00	4.7
** 7510 VEH/EQUIP REPAIRS	13,575.47	13,100.00	14,500.00	1,400.00	10.7
** 7520 VEH/EQUIP INSURANCE	4,191.00	4,191.00	4,191.00	0.00	0.0
** 7540 VEH/EQUIP RENTAL	6,687.66	5,000.00	7,000.00	2,000.00	40.0
** 7550 VEH/EQUIP FUEL - GAS	7,249.56	10,000.00	10,000.00	0.00	0.0
** 7551 VEH/EQUIP FUEL-DIESE	8,315.46	9,000.00	10,100.00	1,100.00	12.2
** 7570 VEH/EQUIP TOOLS	5,293.22	2,600.00	4,500.00	1,900.00	73.1
** 8120 LEASES-VEHICLE/EQUIP	19,290.00	19,500.00	19,500.00	0.00	0.0
** 8000 OPERATIONAL EQUIPMENT	9,130.10	5,000.00	6,000.00	1,000.00	20.0
*** Vehicle & Equipment Costs	73,732.47	68,391.00	75,791.00	7,400.00	10.8
** 8010 MATERIALS / SUPPLIES	99,646.11	102,000.00	102,000.00	0.00	0.0
** 8004 GRAVEL	16,574.60	35,000.00	25,000.00	10,000.00-	28.6-
** 8005 ASPHALT	63,258.91	76,000.00	76,000.00	0.00	0.0
** 8008 PIPE & ACCESSORIES	23,079.38	8,000.00	20,000.00	12,000.00	150.0

***	Materials & Supplies	202,559.00	221,000.00	223,000.00	2,000.00	0.9
**	8090 UNIFORMS/CLOTHING	3,418.20	3,500.00	3,500.00	0.00	0.0
**	8100 PROFESSIONAL SERVICES	62,537.16	94,765.00	91,849.00	2,916.00-	3.1-
**	8110 CONTRACTS/AGREEMENTS	124,478.59	132,800.00	120,900.00	11,900.00-	9.0-
**	8111 CONTR/AGREE -WELDING	1,084.09	6,000.00	6,000.00	0.00	0.0
**	8130 LICENSES/PERMITS	2,876.64	3,850.00	3,400.00	450.00-	11.7-
**	8135 REGULATORY FEES	3,279.13	2,000.00	3,500.00	1,500.00	75.0
***	Other municipal costs	197,673.81	242,915.00	229,149.00	13,766.00-	5.7-
*	9230 RATE OF RETURN	125,000.00	125,000.00	125,000.00	0.00	0.0
**	Rate of Return	125,000.00	125,000.00	125,000.00	0.00	0.0
*	9020 INT ON DEBENTURES	21,179.54	26,158.00	24,864.00	1,294.00-	4.9-
*	9050 PRINC ON DEBENTURES	54,416.00	54,416.00	67,263.00	12,847.00	23.6
**	Debt Service Costs	75,595.54	80,574.00	92,127.00	11,553.00	14.3
*	9010 INT SHRT TERM BORROW	1,393.00	2,000.00	4,000.00	2,000.00	100.0
**	Bank charges & Short term b	1,393.00	2,000.00	4,000.00	2,000.00	100.0
*	9210 ALL OTHER UNCOLL REC	18,200.00	18,200.00	18,200.00	0.00	0.0
**	Valuation allow/appeals	18,200.00	18,200.00	18,200.00	0.00	0.0
*	9420 APPROP CAPITAL FUND	40,000.00	40,000.00	40,000.00	0.00	0.0
**	Transfers to Own Funds	40,000.00	40,000.00	40,000.00	0.00	0.0
*	9100 DEPRECIATION	298,283.02	304,047.00	306,559.00	2,512.00	0.8
**	Depreciation	298,283.02	304,047.00	306,559.00	2,512.00	0.8
***	Fiscal Services	558,471.56	569,821.00	585,886.00	16,065.00	2.8
****	Total	1,861,000.07	1,934,651.00	2,029,748.00	95,097.00	4.9

Synopsis

Water Utility Capital Budget 2017-18

Each year the Amherst Water Utility presents its capital budget to Council for approval. This year's proposed capital budget of \$8,733,000 includes \$7,760,000 for a new water reservoir at upper Willow Street.

Funding for the Utility's 2017-18 capital budget of \$8,733,000 is proposed to be:

• Water Capital Depreciation Fund	\$ 1,500,000
• Water Operating – Capital From Revenue	40,000
• Federal Government Grant – CWWF	4,247,000
• Province of Nova Scotia Grant – CWWF	2,123,000
• Long Term Debt	823,000

As in past years, projections for the subsequent nine years are included for Council's consideration:

2018 – 2019	\$ 318,750
2019 – 2020	483,750
2020 – 2021	368,750
2021 – 2022	200,000
2022 – 2023	296,000
2023 – 2024	265,000
2024 – 2025	200,000
2025 – 2026	123,000
2026 – 2027	375,000

To be clear, while the recommendation includes projected capital budgets for the nine subsequent fiscal years, this is for planning purposes only, and does not commit funding beyond the 2017-18 fiscal year.

MOTION :

That Council approve the Amherst Water Utility Capital Budget for the 2017-18 fiscal year in the amount of \$8,733,000, and approval in principle of the subsequent nine years' Capital Budgets



REQUEST FOR DECISION

RFD# 2018021

Date: 26 June 2017

TO: Mayor Kogon and Members of Council

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

DATE: June 26, 2017

SUBJECT: Amherst Water Utility Capital Budget, 2017-18

ORIGIN:
2017-18 Budget Preparations

LEGISLATIVE AUTHORITY:
Subsection 65 (al) of the *Municipal Government Act* confers upon Council the authority to spend money on water systems; Section 66 permits Council to borrow for a capital purpose.

RECOMMENDATION:
That Council approve the Amherst Water Utility Capital Budget for the 2017-18 fiscal year in the amount of \$8,733,000, and approval in principle of the subsequent nine years' Capital Budgets

BACKGROUND:
Each year the Amherst Water Utility presents its capital budget to Council for approval. This year's proposed capital budget of \$8,733,000 includes \$7,760,000 for a new water reservoir at upper Willow Street.

DISCUSSION:
Fiscal capacity for services and long range budgeting is a strategic priority of Council. The capital budget, as presented, fits within the Utility's financial resources.

FINANCIAL IMPLICATIONS:
Funding for the Utility's 2017-18 capital budget of \$8,733,000 is proposed to be:

- Water Capital Depreciation Fund \$ 1,500,000
- Water Operating – Capital From Revenue 40,000
- Federal Government Grant – CWWF 4,247,000
- Province of Nova Scotia Grant – CWWF 2,123,000
- Long Term Debt 823,000

As in past years, projections for the subsequent nine years are included for Council's consideration:

2018 – 2019	\$ 318,750
2019 – 2020	483,750
2020 – 2021	368,750



2021 – 2022	200,000
2022 – 2023	296,000
2023 – 2024	265,000
2024 – 2025	200,000
2025 – 2026	123,000
2026 – 2027	375,000

To be clear, while the recommendation includes projected capital budgets for the nine subsequent fiscal years, this is for planning purposes only, and does not commit funding beyond the 2017-18 fiscal year.

COMMUNITY ENGAGEMENT:

ENVIRONMENTAL IMPLICATIONS:

No environmental applications

ALTERNATIVES:

1. Approve the Water Utility capital budget as presented;
2. Approve the Water Utility capital budget with amendments;
3. Refer the Water Utility capital budget back to staff for further review.

ATTACHMENTS:

Spreadsheet of Water Utility Capital items for 2017-18 fiscal year and accompanying RFD's;

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

Report and Financial approved by:

**Town of Amherst
Water Utility
Ten Year Capital Budget**

Capital Projects	Estimated Gross Cost with non-recoverable HST included	Sources of Financing				
		Water Capital (Depreciation)	Water Operating	Federal Grant - CWWF	Province of Nova Scotia Grant - CWWF	Long Term Debt - Water
Water Capital Budget - Year 1 - 2017/18						
East Victoria Street – Rupert to Marshview street reconstruction - water main replacement (<i>carry over</i>)	733,000			367,000	183,000	183,000
Water Reservoir Replacement (including land) (<i>carry over</i>)	7,760,000	1,500,000		3,880,000	1,940,000	440,000
Production Well Blow Off for 4 Wells (<i>carry over</i>)	50,000					50,000
Alma Street - water main replacement (materials only Town crew labour)	50,000					50,000
Highfield Street - water main replacement (materials only Town crew Labour)	50,000					50,000
Freeman Street - water main replacement	30,000					30,000
Hole Hog	10,000		10,000			
Trench Box	25,000		5,000			20,000
Fire Hydrant Replacement	12,500		12,500			
Water Meter Replacement	12,500		12,500			
WATER TOTAL	8,733,000	1,500,000	40,000	4,247,000	2,123,000	823,000
Water Capital Budget - Year 2 - 2018/19						
Spring Street – Croft to Church - water main replacement	100,000					100,000
Beacon Street ~ Croft to Church - water main replacement	150,000		15,000			135,000
New service truck	43,750					43,750
Fire Hydrant Replacement	12,500		12,500			
Water Meter Replacement	12,500		12,500			
WATER TOTAL	318,750	-	40,000	-	-	278,750
Water Capital Budget - Year 3 - 2019/20						
Albion Street ~ Croft to Queen - water main replacement	265,000					265,000
New Backhoe - replace 2014 Water Backhoe	150,000					150,000
New Truck - Replace 2007 Pickup	43,750		15,000			28,750
Fire Hydrant Replacement	12,500		12,500			
Water Meter Replacement	12,500		12,500			
WATER TOTAL	483,750	-	40,000	-	-	443,750
Water Capital Budget - Year 4 - 2020/21						
East Pleasant Street ~ Church to six way stop - water main replacement	300,000					300,000
New Truck - replace 2011 1 Ton Service Truck	43,750		15,000			28,750
Fire Hydrant Replacement	12,500		12,500			
Water Meter Replacement	12,500		12,500			
WATER TOTAL	368,750	-	40,000	-	-	328,750
Water Capital Budget - Year 5 - 2021/22						
Dale Street - water main replacement	100,000					100,000
New 60 Amp Generator	75,000		15,000			60,000
Fire Hydrant Replacement	12,500		12,500			
Water Meter Replacement	12,500		12,500			
WATER TOTAL	200,000	-	40,000	-	-	160,000

**Town of Amherst
Water Utility
Ten Year Capital Budget**

Capital Projects	Estimated Gross Cost with non-recoverable HST included	Sources of Financing				
		Water Capital (Depreciation)	Water Operating	Federal Grant - CWWF	Province of Nova Scotia Grant - CWWF	Long Term Debt - Water
Water Capital Budget - Year 6 - 2022/23						
Queen Street – Church to Albion - water main replacement	271,000		15,000			256,000
Fire Hydrant Replacement	12,500		12,500			
Water Meter Replacement	12,500		12,500			
WATER TOTAL	296,000	-	40,000	-	-	256,000
Water Capital Budget - Year 7 - 2023/24						
North Adelaide Street - water main replacement	240,000		15,000			225,000
Fire Hydrant Replacement	12,500		12,500			
Water Meter Replacement	12,500		12,500			
WATER TOTAL	265,000	-	40,000	-	-	225,000
Water Capital Budget - Year 8 - 2024/25						
York Street – Park to Highfield - water main replacement	130,000					130,000
New Service Truck	45,000		15,000			30,000
Fire Hydrant Replacement	12,500		12,500			
Water Meter Replacement	12,500		12,500			
WATER TOTAL	200,000	-	40,000	-	-	160,000
Water Capital Budget - Year 9 - 2025/26						
Clifford Street – Havelock to Melrose - water main replacement	98,000		15,000			83,000
Fire Hydrant Replacement	12,500		12,500			
Water Meter Replacement	12,500		12,500			
WATER TOTAL	123,000	-	40,000	-	-	83,000
Water Capital Budget - Year 10 - 2026/27						
Russell Street - water main replacement	350,000		15,000			335,000
Fire Hydrant Replacement	12,500		12,500			
Water Meter Replacement	12,500		12,500			
WATER TOTAL	375,000	-	40,000	-	-	335,000

SYNOPSIS

Bylaw to Amend the Municipal Planning Strategy

In 2016 the Province gave municipalities the ability to phase in an increase in commercial assessment, under certain conditions and in certain areas. The tool is designed to provide an incentive to commercial investment for downtowns and brownfield redevelopment; however, municipalities can determine what areas are subject to the program. A municipality may forgo up to 50% of the tax revenue generated by the investment or redevelopment of commercially assessed property over a period of up to 10 years on lands already serviced by water and sanitary sewer services. To take advantage of this tool, municipalities are required to enact a bylaw to regulate the phase-in, and amend the Municipal Planning Strategy to establish the district eligible for the development.

On February 27, 2017, Council approved first reading of a Bylaw to Amend the Municipal Planning Strategy, P-1-7, to establish a Commercial Development District, and held a public hearing on the matter on March 27, 2017; no written or verbal submissions were received. At the same time, Council gave first reading to a Bylaw Respecting Commercial Development.

Council delayed second reading to allow staff to further refine the bylaw. The Town's provincial municipal advisors also conducted an interdepartmental review of the draft bylaw, and recommended minor changes to the enabling bylaw. As a result, the amendment to the Municipal Planning Strategy also requires minor changes.

A main motion and a subsidiary motion are required, the first one to get the MPS bylaw on the floor for debate, and before it is voted on, a motion to amend the main motion is suggested to amend the MPS Amendment bylaw.

MOTION #1:(Main Motion)

That Council approve second 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

Proposed amendment to the main motion:

That the Bylaw to Amend the Municipal Planning Strategy Bylaw, P-1-7, be amended in Commercial Development District GP-13 by replacing the word “designated” with the word “zoned”; by replacing the acronym “CDD” with the words “Commercial Development District”; by replacing the words “the Generalized Future Land Use Map” with the words “Schedule A Land Use Zoning Map of the Land Use Bylaw; and by changing the word “Improvement” with the word “Support”.

REQUEST FOR PLANNING DECISION

RPD# 2017001

Date: February 27, 2017

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

RECOMMENDATION OF THE PLANNING ADVISORY COMMITTEE: That Council amend the Municipal Planning Strategy to establish a Commercial Development District to provide for a commercial assessment phase-in tool

RECOMMENDATION: **Report/Document:** Attached Draft Bylaw Showing Amendments

KEY ISSUE(S) CONCEPTS DEFINED:

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

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

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

PUBLIC PARTICIPATION:

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

RELEVANT POLICY:

Municipal Planning Strategy Policy

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

RESPONSE OPTIONS:

1. Approve the amendment as recommended
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 and corresponding Bylaw are in general conformance with the Town’s policies and regulations.

COMMUNICATION:

A public hearing was held following first reading of the MPS amendment; no written or verbal submissions were received.

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 as follows:

Commercial Development District **GP-13**

It shall be the intention of Council to designate all areas of the Town zoned as Commercial, Industrial, and Comprehensive Development District on Schedule 'A' Land Use Zoning Map of the Land Use Bylaw as the Commercial Development District. The Commercial Development District shall include the eligible properties under the Commercial Development Support Bylaw.

SYNOPSIS

Commercial Development Support Bylaw

The amendment to the Municipal Planning Strategy established a district eligible for the Commercial Development Support Bylaw, a tool to forego up to 50% of the tax revenue generated by investment or redevelopment of commercially assessed property over a period of 10 years on lands already serviced by water and sanitary services.

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

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

1. The Bylaw's name is changed to avoid any conflicts with provincial/international trade obligations.
2. In DEFINITIONS, section 7 "Development" is changed to mean any new building, expansion, or renovation that requires a building permit with a minimum project cost of \$25,000. This change more concisely defines eligibility for the program, and focuses on incentivizing an investment rather than simply holding an asset.
3. In DEFINITIONS, section 10 "Actual Taxable Assessed Value" is changed to mean the value established by PVSC the year following completion of the development, and remains unchanged throughout the duration of the program. The original definition allowed for annual adjustments, which would be difficult to administer and could lead to conflict between the property owner and the Town.
4. Section 19 (2) was deleted as it was redundant.
5. SCHEDULE "A" Map was changed to the Zoning Map of the Land Use Bylaw to ensure all commercial and industrial properties were included for eligibility. The previous Planning Strategy Map excluded approximately seven neighbourhood commercial properties.
6. In SCHEDULE "B" section 8.3 was deleted as it is redundant (section 8 already allows reassignment in some circumstances) while giving unwanted discretion to the CAO to allow reassignment of the rebates to other parties.

7. SCHEDULE "B" is the draft agreement that contains its own SCHEDULE "B", which provides examples of how the assessment rebate will be calculated. Subsection "c" is changed to reflect that the Base Year Value and the Actual Assessed Value, once established, remain constant throughout the program. The changes also ensure that the program rebate does not exceed 50% of the assessment increase.

A main motion and a subsidiary motion are required, the first one to get the bylaw on the floor for debate, and before it is voted on, a motion to amend the main motion is suggested to amend the bylaw.

MOTION #1: (Main Motion)

That Council approve second reading of Commercial Development Improvement Bylaw

Proposed amendment to the main motion:

That the Commercial Development Improvement Bylaw be amended as follows (attached amendments)

Amendments

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

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

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

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

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

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

TOWN OF AMHERST

PROPERTY OWNER

Name and Title

Name

Signature

Signature

Date

Date

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

SCHEDULE A

LEGAL DESCRIPTION OF OWNER'S LAND

SCHEDULE C

CDI BYLAW – TOWN OF AMHERST

SCHEDULE D

LIST OF DEVELOPMENT PLANS & DRAWINGS



REQUEST FOR DECISION

RFD# 2018019

Date: June 26, 2017

TO: Mayor Kogon and Members of Amherst Town Council

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

DATE: June 19, 2017

SUBJECT: Second reading of the Commercial Development Support Bylaw

ORIGIN:

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

LEGISLATIVE AUTHORITY:

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

RECOMMENDATION:

That Council consider second reading of the Commercial Development Support Bylaw

BACKGROUND:

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

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

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



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

DISCUSSION:

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

FINANCIAL IMPLICATIONS:

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

COMMUNITY ENGAGEMENT:

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

ENVIRONMENTAL IMPLICATIONS:

n/a

ALTERNATIVES:

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

ATTACHMENTS:

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

Report prepared by: A.Fisher

Report and Financial approved by:

TOWN OF AMHERST
BYLAW RESPECTING A COMMERCIAL DEVELOPMENT SUPPORT PROGRAM
IN THE TOWN OF AMHERST

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

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

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

SHORT TITLE

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

APPLICATION

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

DEVELOPMENT SUPPORT PROGRAM

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

DEVELOPMENT

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

DEFINITIONS

7. **Development** means any new building, expansion of an existing building, or any renovation that requires a Building Permit and has a minimum project cost of \$25,000.

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

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

9. **Base Year Taxable Assessed Value** means the Taxable Assessed Value applicable for the taxation year in which a Phased In Assessment Agreement is signed for the eligible property upon which development is to be constructed. The Base Year Taxable Assessed Value means the Taxable Assessed Value shall be fixed in this manner for the purpose of determining the Rebate Eligible Assessment for the development of the eligible property subject to any adjustment arising from assessment appeals or changes to the Taxable Assessed Value made by the Property Valuation Service Corporation (PVSC) through requests for reconsideration, and shall remain unchanged for the duration of the term of the Development Support Program for the eligible property.

10. **Actual Taxable Assessed Value** means the Taxable Assessed Value is established by the PVSC in the year following the completion of the Development. For further clarity, the Actual Taxable Assessed Value will not change for the purposes of the Development Support over the course of the program.

PHASED IN ASSESSMENT AGREEMENT

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

(2) A Phase In Assessment Agreement establishes the eligibility criteria for the Development Support Program and the limits on the program 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

12. An annual Assessment Rebate amount shall be calculated as the following percentage of the equivalent of the Rebate Eligible Assessment:

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

REBATE LIMITS

13. The total of Assessment Rebates provided 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

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

DURATION

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

STAGED DEVELOPMENT

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

CONDOMINIUMS

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

REPEAL

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

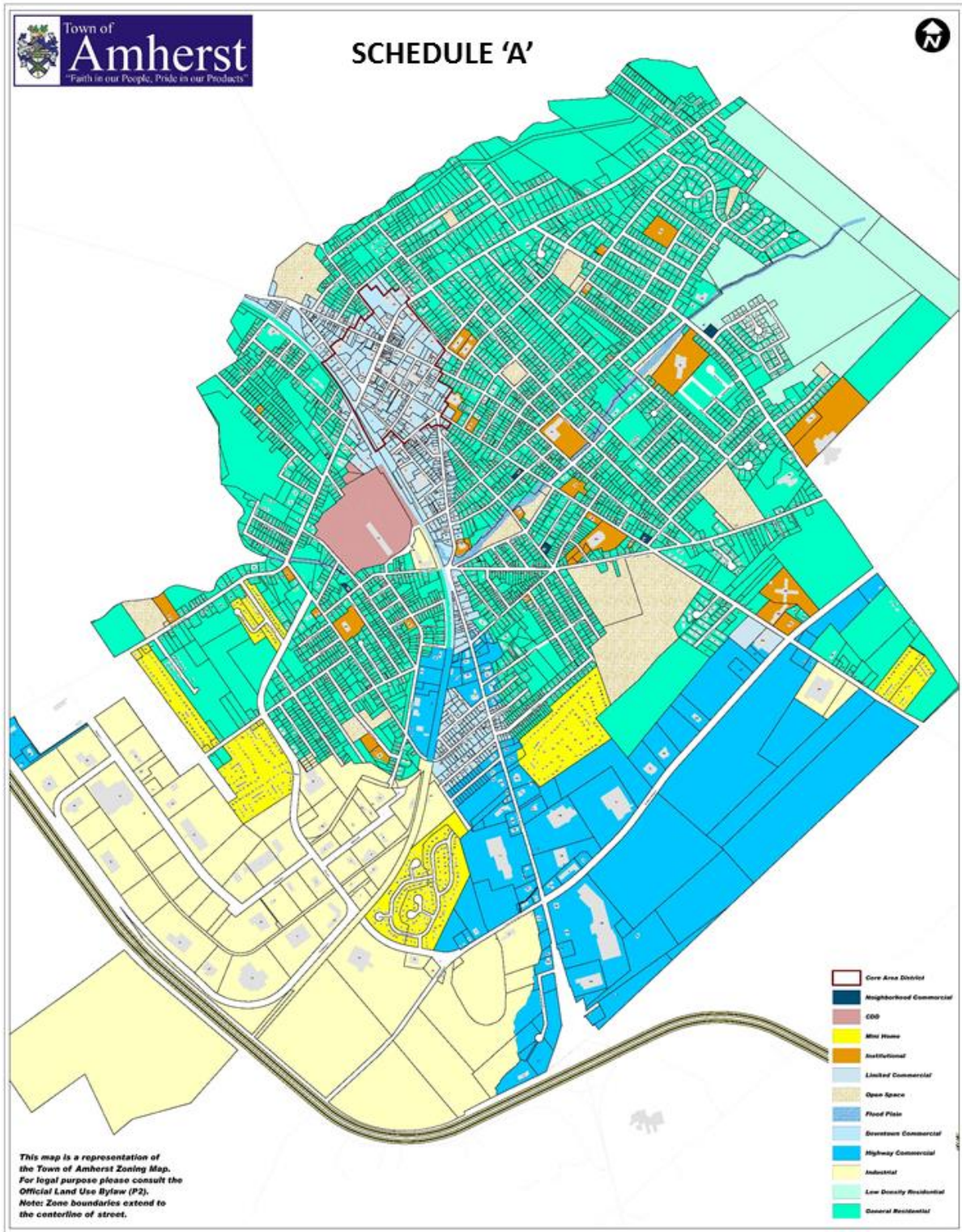
OTHER CONDITIONS

20. An owner's application to the Development Support Program must be made prior to the issuance of a Building Permit for the Development of the property.
21. All proposed development must conform to all Provincial laws, Town Bylaws, policies, and processes and all improvements must be made pursuant to an approved Building Permit and applicable zoning requirements and Development approvals.
22. The applicant must be the owner of the eligible property or have the owner's written authorization to apply for the Development Support Program.
23. The owner of an eligible property must not be in arrears of property taxes or other fees and charges on the date that the Phased In Assessment Agreement is signed.

PAYMENT

24. Rebates may be provided once annually, in the last quarter of the year, provided that:
 - a. There are no outstanding taxes, water rates, or other sums owed to the Town with respect to the property;
 - b. There are no outstanding work orders or orders or requests to comply from any municipal or provincial entity; and
 - c. All other eligibility criteria and conditions are met.
25. Assessment Rebates will not be applied as tax credits against property tax accounts.
26. In case of an assessment appeal, the Town reserves the right to withhold any further Assessment Rebates pending final disposition of the appeal.

SCHEDULE "A"



SCHEDULE "B"

**Town of Amherst
Phased In Assessment Agreement**

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

BETWEEN:

(the "**Applicant**")

- and -

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

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

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

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

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

1. PROPERTY INFORMATION:

Applicant:

Name of registered Property Owner:

Address of Property:

Property Identification Number(s):

Mailing Address of Owner:

Name of Agreement Recipient:

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

2. DEFINITIONS:

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

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

The following terms shall have the meaning set out below:

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

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

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

3. PARTICIPATION IN ASSESSMENT REBATES PROGRAM

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

4. ASSESSMENT REBATE FUNDING CALCULATION

- 4.1 An Assessment Rebate is calculated by the Treasurer as a percentage of the Rebate Eligible Assessment as shown in Schedule “F” of this Agreement.
- 4.2 Prior to the commencement of the Development Support Program, the Treasurer shall determine the Base Year Taxable Assessed Value used to calculate the annual Rebate Eligible Tax Assessment and the corresponding annual Assessment Rebate payable to the Applicant. Following this determination, Schedule “F” will be amended annually to show the Actual Taxable Assessed Value, the Rebate Eligible Taxes, and the annual Assessment Rebate amount payable as determined by the Treasurer.
- 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 Assessment Rebate, shall be final.

- 4.4 In calculating the annual Assessment Rebate payable for the development, the Rebate Eligible Assessment shall be calculated annually from the first year that the subject Assessment 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 CDS Bylaw.
- 4.5 The Assessment Rebate will be reduced by the Treasurer for the year in which a Assessment 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 Assessment Rebate percentage level applicable to that year.
- 4.6 The total of Assessment Rebates paid over a ten year maximum term of the program must not exceed fifty percent (50%) of the total increase in taxes that would be payable during the same period in the absence of the application of the formula.

REBATE ELIGIBLE ASSESSMENT

- 4.7 Subject to sections 4.9 and 4.10 of this Agreement, the Base Year Taxable Assessed Value shall remain fixed for the duration of the Development Support 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 Assessment Rebates shall be adjusted accordingly for the duration of the Development Support Program period. Such adjustments may reflect any overpayment of Assessment Rebate arising from successful assessment appeals that occur subsequent to the commencement of payment of Assessment Rebates.
- 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 Assessment Rebate that would otherwise be paid for the development, based on a reasonable estimate of the reduction in assessment being sought, pending final disposition of the appeal. If as a result of the decision of the appeal body, the Actual Taxable Assessed Value is reduced below the amount determined in calculating the Rebate Eligible Assessment, then the reduced Rebate Eligible Assessment shall be the basis for determining the Assessment Rebate payable under this Agreement.
- 4.11 Where section 4.9 and 4.10 apply, any overpayment of a Assessment Rebate arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Town which the Owner shall pay forthwith together with the same interest charged for overdue accounts by the Town.

- 4.12 If at any point after the development is complete, additional work is proposed on the Property that is not part of the original Program application, but may serve to further increase the current year tax assessed value, such additional work shall not be included in the calculation of the Assessment Rebate in this Agreement, but may be the subject of a further Development Support Program application, subject to the continued availability of the Development Support Program and the eligibility requirements and rebate entitlements in effect at that time.

5. FUNDING PAYMENT

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

6. CONDITIONS OF PAYMENT

- 6.1 The CAO shall determine whether the Applicant has satisfied the participation requirements of this Agreement and the Schedules attached hereto.
- 6.2 A Assessment Rebate will only become payable after the property is first reassessed by the PVSC to fully reflect the development for which the Applicant might receive a rebate.
- 6.3 A rebate can only be paid once annually, in the last quarter of the year, provided that:
- (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 Support Program.

Compliance with Town Directives

- 7.2 The Applicant shall strictly comply with and observe all material requirements, stipulations, guidelines and directives related to the Development Support Program as required by the Town, and shall undertake all necessary courses of action to ensure compliance.
- 7.3 The Applicant agrees that the development shall be completed in compliance with all required Building Permits, and constructed in accordance with the Nova Scotia

Building Code Act and all applicable Land Use Bylaw requirements, Municipal requirements and other approvals required at law.

Demolition/Conversion

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

Payment of Costs

- 7.7 The Applicant acknowledges that without limiting the generality of the other provisions of this Agreement:
 - a) The onus and responsibility is upon the Applicant at all times to assume all costs of development and to apply for and obtain, at the Applicant's expense, all approvals and permits required from the Town and all other agencies including but not limited to all Municipal Planning Strategy Amendments, Land Use Bylaw Amendments, minor variances, site plan approval and building permits in accordance with all applicable legislation; and
 - b) The Owner remains responsible at all times for the payment in full of all amounts in respect of property taxes, water and any other charges that may be levied by the Town relating to the Property as and when they fall due.

Development Permits

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

8. ASSIGNMENT

- 8.1 The Applicant covenants to the Town that if the Owner intends to sell, transfer or assign the Property or if for any reason the Property ceases to be registered in the Owner's name prior to the advance of all of the Assessment Rebate payments, the Applicant will immediately notify the CAO in writing of such change or proposed change of ownership.

8.2 The payment of Assessment Rebates shall cease upon the sale, transfer or assignment of the Property, unless, prior to the completion of such sale, transfer or assignment, the Owner and the new owner enter into an agreement with the Town, in a form and content satisfactory to the CAO and the Town Solicitor, in which it is agreed that either:

- a) the new owner shall have the right to participate in the Development Support Program; or
- b) the Applicant shall continue to receive the Assessment Rebates

Provided that:

- c) the new owner shall assume the Applicant's obligations under this Agreement from and after the date of completion of such sale, transfer or assignment;

and

- d) the new owner shall require that any subsequent owner(s) of the Property shall assume the Applicant's obligations under this Agreement.

8.3 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 Assessment Rebate identification of a new Recipient by the Applicant.

9. TOWN RIGHTS

No Representation

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

No Claim for Compensation or Reimbursement

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

10. DEFAULT AND REMEDIES

- 10.1 Subject to section 10.3, on the occurrence of a Default under this Agreement, the Town shall be entitled to all available remedies to terminate or enforce this Agreement, including but not limited to:
- a) immediate termination and cessation or delay of the release of a Assessment Rebate otherwise payable to the Applicant; and
 - b) requiring the Applicant or Owner to immediately repay to the Town all or a portion of any Assessment Rebates paid to the Applicant or Owner together with interest at the established Town rates.
- 10.2 A default under this Agreement (“**Default**”) shall be deemed to occur upon the failure of the Applicant or Owner to perform any of the obligations of the Applicant or Owner contained in this Agreement or to comply with all of the terms and conditions contained in this Agreement, included but not limited to the following:
- a) failure by the Applicant or Owner to satisfy the minimum requirements as set out in this Agreement and the CDS 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 Support Program is incorrect in any material respect.
 - g) Willful defaults by the Applicant or Owner in the payment of moneys to any contractor, supplier or creditor, who has undertaken the works that are the subject of this Agreement.

- 10.3 If a Default occurs, the Town shall give written notice to the Applicant or Owner specifying the nature of the Default. The Applicant or Owner shall then have sixty (60) days, or such additional time as may be agreed to by the Town, acting reasonably, from the receipt of such notice of Default to rectify the Default, during which time all Assessment Rebate payments pay, in the CAO's sole discretion, be suspended, provided that if the Default is such that it cannot with due diligence be wholly rectified within sixty (60) days, or such additional period of time as may be agreed to by the CAO, and the Applicant or Owner has commenced and continues diligently working to correct the Default, the Applicant or Owner shall not be deemed to be in Default of this Agreement so long as it proceeds with due diligence to rectify the Default. If the Applicant or Owner fails to rectify the Default within the sixty (60) day time period or such additional time as may be agreed to by the CAO, and provided that the Applicant or Owner has not commenced and continued diligently working to correct the subject Default, the CAO shall have the option, in the CAO's sole discretion, to exercise the remedies under Subsection 10.1.
- 10.4 Wherever in this Agreement the Town requires repayment of all or part of any Assessment Rebate and the Applicant or Owner fails to repay as required the unpaid amounts shall be deemed to be a debt owing to the Town, and may be added to the tax roll for the property, together with interest at the Town rate.

11. INDEMNIFY

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

Time of the Essence

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

Extension of Time

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

Registration

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

Schedules

12.5 The following Schedules are attached to and form part of this Agreement:

- Schedule "A" Legal Description of the Property
- Schedule "B" Example of Assessment Rebate Calculation
- Schedule "C" CDS Bylaw
- Schedule "D" List of Development Plans & Drawings
- Schedule "E" Assessment Rebate Calculation

Survival of Covenants

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

Notice

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

a) **In the case of the Town to:**

Town of Amherst, Attention: CAO
PO Box 516
Amherst, Nova Scotia
B4H 4A1

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

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

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

Entire Agreement

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

Municipal Government Act

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

Governing Law

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

Waiver and Consent

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

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

Headings

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

Extended Meanings

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

Severability

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

Further Assurances

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

Force Majeure

12.16 If either party is prevented or delayed from performing any of the obligations on its part to be performed hereunder by reason of an Act of God, strike, labour dispute, lockout, threat of imminent strike, fire, flood, interruption or delay in transportation, war, acts of terrorism, insurrection or mob violence, requirement or regulation of government, or statute, unavoidable casualties, shortage of labour, equipment or

material, plant breakdown or failure of operation, equipment or any disabling cause (other than lack of funds) without regard to the foregoing enumeration, beyond the control of the parties which cannot be overcome by the means normally employed in performance, then and in every such event, any such prevention or delay shall not be deemed a breach of this Agreement but performance of any of the said obligations or requirements shall be suspended during such period of disability and the period of all such delays resulting from any such causes shall be excluded in computing the time within which anything required or permitted by either party to be done is to be done hereunder, it being understood and agreed that the time within which anything is done, or made pursuant thereto shall be extended by the total period of all such delays.

Successors and Assigns

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

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

TOWN OF AMHERST

PROPERTY OWNER

Name and Title

Name

Signature

Signature

Date

Date

SCHEDULE A

LEGAL DESCRIPTION OF OWNER'S LAND

SCHEDULE C

CDSS BYLAW – TOWN OF AMHERST

SCHEDULE D

LIST OF DEVELOPMENT PLANS & DRAWINGS

SCHEDULE E

ASSESSMENT REBATE CALCULATION

Address:

Property Identification No:

D. Pre-Development Base Year Taxable Assessed Value:

(1)

Base Year	Base Year Taxable Assessed Value
	\$

E. Post-Development Actual Taxable Assessment Value:

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

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

F. Assessment 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	\$	\$	\$	
2	80	\$	\$	\$	
3	70	\$	\$	\$	
4	60	\$	\$	\$	
5	50	\$	\$	\$	
6	50	\$	\$	\$	
7	40	\$	\$	\$	
8	30	\$	\$	\$	
9	20	\$	\$	\$	
10	10	\$	\$	\$	
Totals (9) & (10):			\$	\$	
Re-calculate:			50%	\$	
Total Allowable Rebate:			\$	\$	

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

Synopsis

Tax Exemption Bylaw

The Tax Exemption Bylaw either 100% exempts certain charitable organizations from paying property taxes (i.e. registered charitable Canadian organizations), or allows other organizations that are assessed as taxable commercial to be reduced to the tax that would otherwise be payable if the property were assessed residential.

Staff recommended removing land and building, 189 Church Street, Pythian Castle Ltd., AAN 02209128 on Schedule "C" as this property was sold and no longer qualifies for this exemption. In order to do this, a bylaw to amend the Tax Exemption Bylaw is required. The bylaw received first reading of Council at the May 23, 2017 regular meeting, and notice of Council's intent to amend the bylaw has been advertised according to the requirements of the Municipal Government Act.

All remaining nine organizations in the bylaw submitted applications with their financial information. They all continue to qualify for exemption under the conditions of the bylaw. The cost to the Town as a result of the Tax Exemption Bylaw this year will be \$80,086, which is a decrease of \$4,354 from last year.

MOTION :

That Council approve second reading and enactment of a bylaw to amend the Tax Exemption Bylaw, B-1, which removes the property located at 189 Church Street, and further, that \$80,086 be granted in tax exemptions to nine organizations in total.



REGULAR COUNCIL MEETING

RFD# 2018012

Date: 26 June 2017

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Vince Arbing, CA – Director of Finance

DATE: June 26, 2017

SUBJECT: Tax Exemption Bylaw

ORIGIN:

Annual review of the Tax Exemption Bylaw.

LEGISLATIVE AUTHORITY:

MGA 71 (1) and (2) state that “*council may, by policy, exempt from taxation, to the extent and under the conditions set out in the policy*”

RECOMMENDATION:

That Council approve a bylaw to amend the Tax Exemption Bylaw, B-1, which removes the property located at 189 Church Street, and further, that \$80,086 be granted in tax exemptions to nine organizations in total

BACKGROUND:

The Tax Exemption Bylaw either 100% exempts certain charitable organizations from paying property taxes (i.e. registered charitable Canadian organizations, on Schedule “A”) or allows other organizations that are assessed as taxable commercial to be reduced to the tax that would otherwise be payable if the property were assessed residential (Schedule “C”).

All organizations are required to apply annually for the tax exemption. Financial information must be included with the application. Tax exemption will be granted based on the financial need of the organization. This year, all nine organizations who qualify for the tax exemption submitted an application with their financial information. We also asked each organization the following three questions:

1. If your organization were NOT to receive the property tax exemption, what impact would this have on your organization?
2. What social and financial benefit does your organization provide to the community? What would the community lose if this organization did not exist?
3. What other services and/or support does the Town provide to this organization?

All organizations submitted the required information. Staff reviewed the information submitted and are satisfied with the financial need of all the organizations.



DISCUSSION:

Pythian Castle Ltd. was sold in August 2016 to Keith Moses, who runs the Amherst Kodokan Judo Academy. This property therefore no longer qualifies for this exemption as the property ownership is not in the name of the organization. The Municipal Government Act states, in part, that the property must be owned by the organization.

Council approved first reading of a bylaw to amend the Tax Exemption Bylaw at its May 23, 2017 regular meeting. Since that time, notice of intent to amend the bylaw has been advertised in the Amherst News and on the Town's website, satisfying the notification requirements of the Municipal Government Act.

FINANCIAL IMPLICATIONS:

The annual cost to the Town as a result of the Tax Exemption By-law is approximately \$80,086, which is a decrease of \$4,354 from last year.

COMMUNITY ENGAGEMENT:

Staff contacted all nine organizations requesting that they submit applications and answers to the questions.

ENVIRONMENTAL IMPLICATIONS:

There are no environmental implications.

ALTERNATIVES:

1. Repeal the Bylaw and do not provide any exemptions to any organizations;
2. Eliminate some of the organizations from receiving the exemption based on the information in their applications.

ATTACHMENTS:

Bylaw to Amend the Tax Exemption Bylaw
Tax Exemption Bylaw Consolidation

Report prepared by: Vince Arbing, CA - Director of Finance
Report and Financial approved by: N/A

Town of Amherst

Bylaw to Amend the Tax Exemption Bylaw, B-1

1. This is a by-law to amend the Tax Exemption Bylaw, B-1.
2. The Tax Exemption Bylaw of the Town of Amherst is hereby amended as follows:
 - a) Remove the following organization from Schedule C:

Property: Land & Building, 189 Church Street

Owner: Pythian Castle Ltd.

Assessment Account Number: 02209128

Extent of Application: The Whole of Commercial Portion

Extent of Exemption: 100%

First Reading of Council –
Notice of Intention to Adopt –
Second Reading of Council –
Notice of Publication –
Effective Date –

Amend Tax Exemption Bylaw

Annotation for Official Bylaw Book	
Date of First Reading	23 May 2017
Date of advertisement of Notice of Intent to Consider	9 June 2017 16 June 2017
Date of Second Reading	
Date of advertisement of passage of Bylaw	
Date of mailing to Minister a certified copy of Bylaw	
Effective Date of Bylaw	1 April 2017
I certify that this Bylaw to Amend the Tax Exemption Bylaw was adopted by Council and published as indicated above	
<p>Gregory D. Herrett, CPA, CA Town Clerk and CAO</p>	

First Reading of Council –
 Notice of Intention to Adopt –
 Second Reading of Council –
 Notice of Publication –
 Effective Date –

TOWN OF AMHERST
TAX EXEMPTION BYLAW, B-1
CONSOLIDATION TO ~~12 JUNE 2015~~ 26 June 2017

BE IT RESOLVED by the Council of the Town of Amherst that the following bylaw is hereby enacted and that the Clerk forward two copies of it to the Minister of Service Nova Scotia and Municipal Relations for his information.

BYLAW RESPECTING TAX EXEMPTION FOR FIRE DEPARTMENTS
CHARITABLE AND NON-PROFIT ORGANIZATIONS

- | | | |
|----|--|----------------------------------|
| 1. | This bylaw shall be known as the Town of Amherst Tax Exemption Bylaw. | SCOPE AND TITLE |
| 2. | The property of the organizations or institutions named in Schedules "A", "B", and "C", to this bylaw that would otherwise be classified as commercial property shall be exempt or taxed in accordance with the particular schedule. | SCHEDULE OF CLASSIFICATIONS |
| 3. | The partial or total exemption provided in Section 2 above shall apply only to that portion of the property specified in the Schedule. | PORTION OF PROPERTY TO BE EXEMPT |
| 4. | When a property, or part thereof, listed on a Schedule ceases to be occupied by the association or for the purposes set out in the Schedule, or if not in good standing, then the partial or total exemption from taxation shall cease and the owner of the property shall immediately be liable for the real property tax on such property or part thereof for the portion of the year then expired. | PROPERTY CEASING TO BE EXEMPT |
| 5. | In order to be considered for a tax exemption, all organizations or institutions must apply in writing to the Town of Amherst by January 31 of each year. Included with the application will be the annual financial statements for the most recent fiscal year. Exemptions granted will be based on the financial need of the organization or institution. This is effective for the 2016-17 fiscal year. | APPLICATION PROCESS |

6. The effective date of this Bylaw shall be April 1, 2007 and the provisions of the Bylaw shall continue until Council sets a new effective or expiry date.

B-1

DURATION OF
BYLAW

7. The Tax Exemption Bylaw as approved by Council on 13th December 1982, and by the Minister of Municipal Affairs on 7th January 1983 with its amendments is hereby repealed.

REPEAL

CONSOLIDATION NOTES:

The existing bylaw was approved by council on the 23rd day of April 2001, with amendments to December 16, 2002.

On March 27, 2006 a Bylaw to Amend the Tax Exemption Bylaw was approved which changed Section 5, Duration of By-Law. The above is the consolidated version of the By-Law.

Changes approved at the March 27, 2006 Council meeting include amendments to Schedule D .The attached schedules represent the Consolidated version including the changes to Schedule "D".

Changes approved at the September 24, 2007 Council meeting include renaming Schedule D to Schedule C, rewording the narrative at the beginning of each Schedule for clarification
Purposes, changing the name of the owner at 24 Crescent Ave. to Alpha Outreach Society, in the newly named Schedule "C", and adding Land & Building, 13 Prince Arthur St., assessed to Alpha Outreach Society to Schedule "C" for the Whole of the property at 100% exemption from commercial to residential tax rate.

Changes approved at the June 22, 2009 Council meeting include Schedule A - change to proper name of owner of the Bright Beginnings Child Care Centre. Take the YMCA and the Bridge Adult Services Society off the Schedule. They are now Commercial exempt per the 2009 Assessment Roll and therefore no need to have on this Schedule. Schedule B – Take the Amherst Golden Years Society off the Schedule. It is now Commercial exempt per the 2009 Assessment Roll and therefore no need to have in this Schedule. Schedule C – Add a new property, a vacant piece of land on Cornwall Avenue, recently purchased by the Amherst Lions Club to insure access to the adjacent Lion Cecil Small Bantam Baseball Field. Current assessment value is \$8,700. Delete land & building at 234 Church Street owned by the AME Church. Schedule C reduces taxable commercial properties to the tax that would otherwise be payable if the property were residential. Since the AME Church property is already assessed as residential and not commercial, there is no need to have this property on the schedule.

Changes approved at the October 26, 2009 Council meeting include Schedule A – Add Bridge Adult Services Society located at 16 Station St. to the Schedule. This property has been re-classified by Property Valuation Services Corporation from commercial exempt to commercial taxable for the 2009 fiscal year. This means we must add the society to this By-law if we do not want them to pay property taxes. Add Assessment Account Numbers of the properties to all Schedules.

Changes approved at the June 25, 2012 Council meeting added the words "or if not in good standing" to paragraph 4, to clarify that if an account is in arrears, the property would cease to have a tax exemption. The amending by-law removed two properties from Schedule "C" – 24 Crescent Avenue and 3 Prince Arthur Street, formerly owned by Alpha Outreach Society, but which have been sold and are no longer used for non-profit purposes, and corrected the assessment account number for 5 Electric Street.

Changes approved at the April 29, 2013 Council meeting added two properties owned by Cumberland Columbia Club (Knights of Columbus) to Schedule C; these two properties are used for parking, a non profit purpose, and qualify for exemption under Section 71(2) of the MGA.

Changes approved at the May 26, 2014 Council meeting removed two properties previously owned by Amherst Lions Club, which were sold to the Province as a part of the land parcel for construction of a new elementary school and no longer qualify for the exemption.

Changes approved at the June 12, 2015 special Council meeting added a new paragraph 5 requiring organizations and institutions to apply annually for exemptions effective in the 2016-17 fiscal year, and added one property owned by Tantramar Community Radio Society, 80 Church Street, to Schedule C; this is a not-for-profit society.

Changes approved at the June 26, 2017 regular Council meeting removed the land and building, 189 Church Street, Pythian Castle Ltd., AAN 02209128 from Schedule "C" as the property was sold and no longer qualifies for this exemption.

B-1
SCHEDULE "A"

Properties of a named registered Canadian charitable organization and that is used directly and solely for a charitable purpose be exempt from taxation under Section 71(1) (a) of the Municipal Government Act and from area rates in accordance with Section 71(5) of the Municipal Government Act, to the extent set out in the last two columns of this Schedule.

<u>PROPERTY</u>	<u>OWNER</u>	<u>ASSESSMENT ACCOUNT NUMBER</u>	<u>CHARITABLE NUMBER</u>	<u>EXTENT OF APPLICATION</u>	<u>EXTENT OF EXEMPTION</u>
Land & Building 25 Park Street	Bright Beginnings Child Care Centre	00064017	106708126	The Whole	100%
Land & Building 1 Rupert St.	Amherst & District Residential Services Society	00635928	854331394	The Whole	100%
Land & Building 16 Station St	Bridge Adult Services Society	03030563	852586551	The Whole	100%

B-1

SCHEDULE "B"

Properties of non-profit community, charitable, fraternal, educational, recreational, religious, cultural or sporting organizations and which in the opinion of Council provide a service to the municipality that might otherwise be a responsibility of Council *be* exempt from taxation under Section 71(1) (b) of the Municipal Government Act to the extent set out in the last two columns of this Schedule.

PROPERTY

OWNER

ASSESSMENT
ACCOUNT
NUMBER

EXTENT OF
APPLICATION

EXTENT OF
EXEMPTION

B-1

SCHEDULE "C"

Properties of non-profit community, charitable, fraternal, educational, recreational, religious, cultural or sporting organizations that are assessed as taxable commercial property be reduced to the tax that would otherwise be payable if the property were residential, inclusive of area rates under Section 71(2) of the Municipal Government Act, to the extent set out in the last two columns of this schedule.

<u>PROPERTY</u>	<u>OWNER</u>	<u>ASSESSMENT ACCOUNT NUMBER</u>	<u>EXTENT OF APPLICATION</u>	<u>EXTENT OF EXEMPTION</u>
Land & Building 20 Lawrence St.	Amherst Masonic Society	00064149	The Whole	100%
Land & Building 3 Robie St.	Cumberland Columbia Club	01030914	The Whole	100%
Parking Lot 4-6 Robie St.	Cumberland Columbia Club	01030906	The Whole	100%
Parking Lot 5 Robie St.	Cumberland Columbia Club	01076573	The Whole	100%
Parking Lot 7 Robie St.	Cumberland Columbia Club	03256952	The Whole	100%
Land & Building 189 Church St.	Pythian Castle Ltd.	02209128	The Whole	100%
Land & Building 5 Electric St	Amherst Lions Club	05127807	The Whole	100%

B-1

SCHEDULE "C" (continued)

<u>PROPERTY</u>	<u>OWNER</u>	<u>ASSESSMENT ACCOUNT NUMBER</u>	<u>EXTENT OF APPLICATION</u>	<u>EXTENT OF EXEMPTION</u>
Land & Building 45 Prince Arthur St.	Amherst Curling Club	00064009	The Whole	100%
Board Room & Counselling Rooms Cumberland County Transition House 41 Russell St.	Cumberland County Transition House Association	07419112	The Whole of Commercial Portion	100%
Land & Building 80 Church Street	Tantramar Community Radio Society	0005045	The Whole of Commercial Portion	100%

**TOWN OF AMHERST
2017/18 Tax Exemption**

PROPERTY	OWNER	AAN	RECEIVED APPLICATION	RECEIVED FINANCIAL STATEMENTS	RECEIVED QUESTIONNAIRE	PROPOSED AMOUNT	RECOMMENDATION TO RECEIVE EXEMPTION
Land & Building 25 Park St	Bright Beginnings Child Care Centre	00064017	X	X	X	\$3,875.95	YES
Land & Building 1 Rupert St	Amherst & District Residential Services Society	00635928	X	X	X	\$3,956.01	YES
Land & Building 16 Station St	Bridge Adult Services Society	03030563	X	X	X	\$37,900.65	YES
Land & Building 20 Lawrence St	Amherst Masonic Society	00064149	X	X	X	\$4,325.88	YES
Land & Building 3 Robie St	Cumberland Columbia Club	01030914	X	X	X	\$12,075.24	YES
Parking Lot 4-6 Robie St	Cumberland Columbia Club	01030906	X	X	X	\$662.70	YES
Parking Lot 5 Robie St	Cumberland Columbia Club	01076573	X	X	X	\$789.60	YES
Parking Lot 7 Robie St	Cumberland Columbia Club	03256952	X	X	X	\$789.60	YES
Land & Building 5 Electric St	Amherst Lions Club	05127807	X	X	X	\$4,774.26	YES
Land & Building 45 Prince Arthur St	Amherst Curling Club	00064009	X	X	X	\$5,752.80	YES
Board Room & Counselling Rooms 41 Russell St	Cumberland County Transition House Association	07419112	X	X	X	\$2,506.98	YES
Land & Building 80 Church St	Tantramar Community Radio Society	00005045	X	X	X	\$2,676.18	YES
GRAND TOTAL						\$ 80,085.85	

SYNOPSIS

Salary Administration Policy

During the June 19, 2017 meeting of Committee of the Whole, Council directed staff to bring forward the necessary amendments to the Salary Administration Policy to create a Capital Asset Coordinator/Property Manager position. This position will strengthen the Town's effort in capital asset planning and property management. The position will be primarily responsible for the physical management of Town Hall, the Police Station and the Four Fathers Memorial Library among other Town owned facilities. In addition the position will provide capital project supervision and capital project design and budget estimate support. The successful candidate will be required to hold a CET designation.

Funding for this position will come through internal budget reallocations and be shared between the Water and General Operating budgets with \$36,800, including benefits coming from each budget.

At the same time, a minor housekeeping amendment to the policy is required, to rename the Information Technology position from "assistant" to "coordinator".

MOTION:

That the Salary Administration Policy #4530-01 be amended by adding the position of Capital Asset Coordinator/Property Manager to the policy under the category of Supervisor and revising the job title of the current "IT Assistant" to "IT Coordinator"



REQUEST FOR DECISION

RFD# 2018026

Date: June 26 017

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Kimberlee Jones, HR

DATE: June 26, 2017

SUBJECT: Amendment to Salary Administration Policy

ORIGIN:

Direction of Council at the June 19, 2017 In Camera meeting.

LEGISLATIVE AUTHORITY:

MGA 47(1) The council shall make decision in the exercise of its powers and duties by resolution, by policy or by by-law and section 65(r) Council may expend money for expenses of the Council, Officers and employees of the municipality.

RECOMMENDATION:

That the Salary Administration Policy #4530-01 be amended as recommended by adding the position of Capital Asset Coordinator/Property Manager to the policy under the category of Supervisor and revising the job title of the current "IT Assistant" to "IT Coordinator."

BACKGROUND:

This position will strengthen the Town's effort in capital asset planning and property management. The position will be primarily responsible for the physical management of Town Hall, the Police Station and the Four Fathers Memorial Library among others. In addition the position will provide capital project supervision and capital project design and budget estimate support. The successful candidate will be required to hold a CET designation.

FINANCIAL IMPLICATIONS:

Funding for this position would be shared between the Water and General Operating budgets with \$36,800, including benefits included in each budget.

COMMUNITY ENGAGEMENT:

Media Release pending Council approval

ENVIRONMENTAL IMPLICATIONS:

There are no environmental implications to this recommendation

ALTERNATIVES:

- Amend the policy as presented
- Do not amend



ATTACHMENTS:

Salary Administration Policy #4530-01 with proposed amendments

Report prepared by: Kimberlee Jones, HR

Report and Financial approved by:

DEPARTMENT: ALL DEPARTMENTS

TITLE: **SALARY ADMINISTRATION POLICY**

Minutes	December 12, 2000	November 2, 2004 (See April 26, 2004 Minutes)	November 27, 2006
reference	December 18, 2006	February 26, 2007	July 16, 2008
date	September 29, 2008	March 30, 2009	March 29, 2010
	April 26, 2010	March 28, 2011	August 2, 2011
	May 23, 2012	November 26, 2012	December 17, 2012
	September 23, 2013	October 28, 2013	December 16, 2013
	May 21, 2015	March 29, 2016	May 25, 2016
	May 23, 2017	June 26, 2017	September 2, 2016

PURPOSE:

To set out the Policy of the Town of Amherst for salary administration for all non-union employees.

POLICY STATEMENT:

The Town of Amherst will ensure the fair and equitable compensation of all non-union employees in relation to the duties of their position within the Town.

OBJECTIVES:

1. To promote salary equity in the Town’s non-union sector.
2. To establish a framework and procedure to determine categories of compensation for new positions.

DEFINITION OF TERMS:

Salary Grid shows all the salary scales applicable to positions within the Town. The salary grids are contained in Appendices A, A-1, B, C-1. The salary grid – Appendix C-1 – has eight steps.

Step Adjustment – a move from one step, within a given salary range, to another (usually the next step) for individual employees is based on a satisfactory performance evaluation.

Salary Range is defined as a range of pay for a category of duties, with a minimum and maximum. The range will be established by Council after considering the recommendation of the CAO.

Overall Market Review – A review of the appropriateness of the Job Category Listing (Appendix C) and the Salary Grid (Appendix C-1). The review shall include a survey of the market value of similar positions.

Performance Evaluation – A formal evaluation of the employee’s job performance. All employees will receive at least one Performance Evaluation in each year of service.

SALARY GRID:

An appropriate salary grid for all non-union positions shall be determined by the council:

New Positions: Recommendations for placement on the Job Category Listing shall be prepared by the Chief Administrative Officer and forwarded to Council for approval.

Salary ratings for temporary and casual positions shall be determined by the Chief Administrative Officer, in consultation with the departmental Director.

Student wage rates shall be set by the CAO in consultation with the Director, with reference to the minimum wage in effect and the individual requirements of the job.

Step adjustments shall be made only when:

- 1) The adjustment can be accommodated within the Salary Account of the appropriate department; and
- 2) A current Performance Evaluation form is on file.

Upon completion of a satisfactory annual evaluation, the employee may be moved to the next step on the salary grid within his or her category. All step movements must be approved by the CAO

An employee in Step 8 in a year in which there is no overall market review shall receive a bonus equal to salary times CPI for the immediately preceding calendar year. This amount will be separate and not added to the base salary.

The CAO may, on the recommendation of the Director, authorize a movement of up to 3 steps in one year to recognize exceptional performance. In normal circumstances employees would move one step each year upon a satisfactory performance evaluation.

TRAVEL VEHICLE ALLOWANCES:

The Treasurer and Directors of departments shall receive a monthly vehicle allowance of \$150. Mayor and Council shall receive the same monthly vehicle allowance of \$150 effective November 1, 2008.

The monthly vehicle allowance is for reimbursement for all local travel using one's personal motor vehicle for travel within the boundary of the Town of Amherst. Travel outside the boundary is covered under Policy #03000-01. The monthly vehicle allowance shall be reviewed each year after considering any changes in the cost of operating a motor vehicle.

LUNCH BREAKS:

The lunch break period shall be for a one hour period.

PERFORMANCE EVALUATION:

Performance appraisals shall be conducted by the Chief Administrative Officer/Director at the completion of the probation period, and at least annually thereafter recorded on Performance Evaluation forms.

The Chief Administrative Officer/Director shall discuss the employee's performance evaluation in detail with the employee, in accordance with the employee evaluation system and standardized forms.

SCOPE OF RESPONSIBILITY:

The Town Council shall:

1. Authorize changes to the policies comprising the program of employee compensation.
2. Review and approve salary categories for all established positions within the Town.
3. Review and consider for approval the recommendations of the CAO in regard to the appropriateness of the salary classifications and ranges from time to time if necessary.

The Chief Administrative Officer shall:

1. Review and recommend changes to policy and procedures as they relate to the employee compensation program.
2. Ensure the maintenance of the salary rating and performance appraisal procedures.
3. Conduct salary rating and performance evaluation procedures relative to Director positions.
4. Monitor salary surveys and make recommendations to Council concerning market conditions as appropriate. The next overall market review shall be completed by January 31, 2019.
5. Grant step and/or merit adjustments to individual employees in accordance with approved policies and procedures and subject to budgeting limitations.
6. Maintain all personnel files and records.

The Director shall:

1. Conduct performance evaluation procedures relative to the positions and employees within their respective departments, and make appropriate recommendations to the Chief Administrative Officer.
2. Make recommendations to the Chief Administrative Officer regarding step adjustments for employees within their departments.

APPENDIX A

**Town of Amherst
Salary Grid**

April 1, 2017

Job Level	Salary Amount	
Mayor	Stipend	\$ 24,298
	Allowance for expenses incidental to the discharge of duties	12,150
		\$ 36,447
Deputy Mayor	Stipend	\$ 16,250
	Allowance for expenses incidental to the discharge of duties	8,125
		\$ 24,375
Councillor	Stipend	\$ 14,361
	Allowance for expenses incidental to the discharge of duties	7,181
		\$ 21,542

APPENDIX A-1

April 1, 2017

Salary Grid
Other Non-Union Positions

Salary Amounts

Job Level	
Chief of Police	\$ 110,221
Deputy Chief of Police	\$ 100,810

Job Level	
Incumbent Town Engineer	\$ 90,098

**Town of Amherst
Hourly Rate Grid - Casual**

APPENDIX B

April 1, 2017

Job Title	Hourly Rate				
	Step 1	Step 2	Step 3	Step 4	Step 5
Casual Firefighter	16.93	17.21	17.51	17.81	18.10
Jail Guards	12.16	12.56	12.98	13.39	13.87
Canine Control Officer	12.16	12.56	12.98	13.39	13.87
School Crossing Guards	12.16	12.56	12.98	13.39	13.87
Ice Marshall	12.11	12.49	12.91	13.32	13.80
Other	Provincial Minimum Wage				

APPENDIX C

JOB CATEGORIES

Category	Position
Deputy CAO	Deputy CAO
Director	Director of Finance/Corp Serv
	Director of Recreation
Manager	Fire Chief
	Operations Manager
Officer	Planner
	Accountant
	Business Development Officer
	Building Official
Supervisor	Exec Asst/Dispatch Coordinator
	Transportation Foreman
	Facility Manager
	Capital Asset Coordinator/Property Manager
Admin/Cust Serv 4	HR Coordinator
	Exec Asst CAO
	Fire Inspector
Admin/Cust Serv 3	GIS Coordinator
	Exec Asst Planning
	Marketing and Communications
	Horticulturalist
	Fire Fighter
	Procurement Coordinator
	Revenue Officer
	Accounts Payable Coordinator
	Cashier/Receptionist
	Water Sewer Billing Clerk
	IT Coordinator
Admin/Cust Serv 2	Admin Asst Recreation
	Admin Clerk Public Works
	Active Living Coordinator
Admin/Cust Serv 1	Bylaw Enforcement Officer
	Criminal Records Checks
	Dispatcher

**APPENDIX C-1
April 1, 2017**

CATEGORY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Deputy CAO	104,169	105,396	106,623	107,850	109,076	110,303	111,530	112,757
Director	86,092	87,900	89,708	91,516	93,323	95,131	96,939	98,747
Manager	71,162	72,208	73,254	74,300	75,347	76,393	77,439	78,485
Officer	59,295	61,092	62,890	64,687	66,484	68,281	70,079	71,876
Supervisor	52,569	53,998	55,426	56,855	58,283	59,712	61,140	62,569
Admin/Cust Serv 4	51,017	52,311	53,604	54,898	56,191	57,485	58,778	60,072
Admin/Cust Serv 3	42,895	44,626	46,358	48,089	49,820	51,551	53,283	55,014
Admin/Cust Serv 2	39,458	40,443	41,427	42,412	43,396	44,381	45,365	46,350
Admin/Cust Serv 1	36,829	37,698	38,568	39,437	40,306	41,175	42,045	42,914

SYNOPSIS

Smart Grid Feasibility Study, RFP 17-03

As part of the Strategic Priorities Budget for 2017/18, Council included a Smart-Grid/ Smart-Community Project Feasibility study. The Feasibility Study will define the scope of work, economics, emissions impact, and job creation opportunities that could be realized under a pilot project.

An RFP was issued for this study, and two proposals were received. Evaluation of the proposals was based on: Cost of Project (20%), Proponent Profile (20%), Project Methodology (50%), and Social Considerations (10%). The evaluation of each proposal garnered the following scores:

- | | | |
|-------------------------------|------------|-----------------------------|
| • SNS-Lavalin | 67% | Recommended Proposal |
| • ARC Business Solutions Inc. | 33% | |

MOTION:

That Council accept the proposal submitted by SNC-Lavalin for RFP-17-03 Smart Grid Feasibility Study in the amount of \$39,330 plus HST, to be funded by the Strategic Priorities Budget, and the previously approved funding from ACOA and the Nova Scotia Department of Energy.



REQUEST FOR DECISION

RFD# 2018023

Date: 26 June 2017

TO: Mayor Cogon and Members of Amherst Town Council

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

DATE: June 26, 2017

SUBJECT: RFP Award: Smart-Grid / Smart-Community Project Feasibility Study

ORIGIN:

Strategic Priorities Budget for 2017/18 (Operating Reserves).

LEGISLATIVE AUTHORITY:

Municipal Government Act (MGA), section 65," *the council may expend money required by the municipality for: (m) promotion and attraction of institutions, industries and businesses, the stabilization and expansion of employment opportunities and the economic development of the municipality;*)

RECOMMENDATION:

That Council accept the proposal submitted by SNC-Lavalin for RFP-17-03 for consulting services to conduct a Smart-Grid/Smart-Community Pilot Project Feasibility Study in the amount of \$39,330 plus HST.

BACKGROUND:

The Feasibility Study will define the scope of work, economics, emissions impact, and job creation opportunities that could be realized under a pilot project. If deemed feasible, the pilot could position Amherst as an incubator for studying the deployment of smart-grid technology by bringing together expertise from local industry, the electrical utility, and researchers from colleges and universities, all while saving the Town on energy costs and reducing GHG emissions.

The Town received two proposals in response to the RFP, and where evaluated based on: Cost of Project (20%), Proponent Profile (20%), Project Methodology (50%), and Social Considerations (10%). The evaluation of each proposal garnered the following scores:

SNS-Lavalin	67%	Recommended Proposal
ARC Business Solutions Inc.	33%	

FINANCIAL IMPLICATIONS:

The total project budget is \$50,000. The ACOA Innovative Communities Fund is providing \$25,000 of the budget, and \$12,500 from the Nova Scotia Department of Energy. The Town is contributing \$12,500 through the Strategic Priorities Budget for 2017/18 (Operating Reserve).

COMMUNITY ENGAGEMENT:

Not yet applicable.



ENVIRONMENTAL IMPLICATIONS:

The positive environmental implications are potentially significant.

ALTERNATIVES:

Status Quo.

ATTACHMENTS:

Report prepared by: Andrew Fisher, Senior Planner & Business development Officer (acting)

Report and Financial approved by:

SYNOPSIS

Tender T-17-02 – Reservoir Replacement

Council applied to the CWWF for the replacement of the water reservoir, including associated pressure reducing valves and modifications to the pumps at the wellfield. This project will ensure adequate water storage for the foreseeable future, increase the water pressure in low pressure areas, and improve fire flows throughout the Town.

The new water storage solution will consist of two water storage tanks that are approximately 15 meters higher than the existing reservoir. The additional elevation will create water pressure increases in an area surrounding the reservoir at the top of the hill on Church and Willow Streets. In order to avoid pressure problems with lower areas of Town, pressure reducing valves changes and high pressure by-pass pipes will be installed in some areas as part of the project.

The design and project management of this project has previously been awarded to CBCL Limited

The Town received four bids on this project:

Maritech Construction Inc.	\$5,121,825.50
Dexter Construction	\$5,140,700.00
Modern Construction	\$5,560,125.00
Atlantic Road Construction and Paving	\$5,963,000.00

CBCL, our consultants on this project, have provided a recommendation to accept the bid from Maritech Construction.

This project is 75% funded (Federal 50%, Provincial 25%) to a total of \$7,760,000. The tender above is significantly under budget. Our consultants are currently developing a second phase of this project which will further improve fire flows throughout the Town and in particular the Downtown area. The recently approved water rate study includes the costs of this project.

MOTION:

That Council award the tender for the construction of the new water reservoir storage tanks and associated pressure reducing infrastructure, T-17-02, to Maritech Construction at their low bid amount of \$5,121,825.50 plus HST



REQUEST FOR DECISION

RFD# 2018022

Date: June 26, 2017

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Jason MacDonald, Deputy CAO

DATE: June 26, 2017

SUBJECT: Award of Reservoir Tender T-17-02

ORIGIN:

Clean Water and Waste Water Fund Application

LEGISLATIVE AUTHORITY:

Procurement Policy 3700-01

RECOMMENDATION:

That Council award the tender for the construction of the new water reservoir storage tanks and associated pressure reducing infrastructure, T-17-02, to Maritech Construction at their low bid amount of \$5,121,825.50 plus HST

BACKGROUND:

Council applied to the CWWF for the replacement of the water reservoir, including associated pressure reducing valves and modifications to the pumps at the wellfield. This project will ensure adequate water storage for the foreseeable future, increase the water pressure in low pressure areas, and improve fire flows throughout the Town.

The new water storage solution will consist of two water storage tanks that are approximately 15 meters higher than the existing reservoir. The additional elevation will create water pressure increases in an area surrounding the reservoir at the top of the hill on Church and Willow Streets. In order to avoid pressure problems with lower areas of Town, pressure reducing valves changes and high pressure by-pass pipes will be installed in some areas as part of the project.

The design and project management of this project has previously been awarded to CBCL Limited

DISCUSSION:

The Town received four bids on this project:

Maritech Construction Inc.	\$5,121,825.50
Dexter Construction	\$5,140,700.00
Modern Construction	\$5,560,125.00
Atlantic Road Construction and Paving	\$5,963,000.00

CBCL, our consultants on this project, have provided a recommendation to accept the bid from Maritech Construction.



FINANCIAL IMPLICATIONS

This project is 75% funded (Federal 50%, Provincial 25%) to a total of \$7,760,000. The tender above is significantly under budget. Our consultants are currently developing a second phase of this project which will further improve fire flows throughout the Town and in particular the Downtown area. The recently approved water rate study includes the costs of this project.

COMMUNITY ENGAGEMENT:

A media release will be issued pending Council's decision. A public information session will be held prior to commencement of the construction project.

ENVIRONMENTAL IMPLICATIONS:

There should be no local environmental impact from this project; however, as there are earthworks and pipe and concrete chamber installations all necessary steps will be taken to protect the environment from top soil erosion and stream impact.

ALTERNATIVES:

At this point the only alternative is to cancel the project.

ATTACHMENTS:

Letter from CBCL Engineer Robert Morrison, P. Eng.

Report prepared by: Ben Pitman, P.Eng. Town Engineer

Report and Financial approved by:

SYNOPSIS

Capital Paving Tender, T-17-09

The capital paving program, as set out below, was approved by Council in the Capital Budget on May 25, 2016.

- 1) Mallard Drive: Overlay existing street surface with 38 mm of Type "D" asphalt concrete surface course. (From Heron Lane to Derby) 270 meters long x 6 meters wide
- 2) Robert Angus Drive: Overlay existing street surface with 38 mm of Type "D" asphalt concrete surface course. (from Church to South Albion) 1572 m x 11.5 m
- 3) Myrtle Street: Overlay existing street surface with 38 mm of Type "D" asphalt concrete surface course. (from Central to Belliveau) 147 m x 6 m
- 4) Newton Avenue: Overlay existing street surface with 38 mm of Type "D" asphalt concrete surface course (From South Albion to Ash) 151m x 6 m
- 5) Kimberly Court- West Cul-De-Sac: Pulverize existing asphalt, as directed to a depth of 250 mm, fine grade and compact subgrade. Overlay with two lifts of 38 mm Type "D" asphalt.
- 6) Tantramar Crescent: Overlay existing street surface with 38 mm of Type "D" asphalt concrete surface course. (from Anson Ave to Driveway at LED Roadways) 750 m x 9.5 meters
- 7) Rosewood Drive - from Industrial Park Drive to Pinehurst: Cold mill (61 m x9 m) the existing street to a depth of 50 mm and overlay existing street surface with 50 mm of Type "D" asphalt concrete surface course.
- 8) Freeman Street: (97 m x 6 m) Overlay with two lifts of 38 mm Type "D" asphalt.
- 9) Highfield Street: (107 m x 6m) Overlay with two lifts of 38 mm Type "D" asphalt.
- 10) Alma Street: (107 m x 6 m) Overlay with two lifts of 38 mm Type "D" asphalt.

A tender for the 2017-18 capital paving program was issued with a closing date of June 21, 2017. The following three bids were received (non refundable taxes extra):

Cumberland Paving \$733,972.10 Dexter Construction \$532,457.20

Costin Paving \$457,285.82

The approved 2017-18 capital paving budget is \$450,000 including non-recoverable taxes. The cost of the proposed work including non-recoverable taxes is \$476,885.09, with funding to be provided from Gas Tax. In order to stay within the approved capital paving budget amount, after award we will negotiate with the low bidder to reduce the amount of work by \$26,885.09.

MOTION:

That Council award the 2017-18 Capital Paving Tender (T-17-09) to the lowest compliant bidder, Costin Paving and Contracting, at their unit prices based on our estimated quantities in the total amount of \$457,285.82 plus HST, and further, that staff be directed to negotiate a reduction in the amount of work to be completed, based on the unit prices submitted, to reflect the actual budget amount of \$450,000 including HST.



REQUEST FOR DECISION

RFD# 2018024

Date: 26 June 2017

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Jason MacDonald, Deputy CAO, Operations

DATE: June 26, 2017

SUBJECT: Tender T-17-09 – Capital Paving

ORIGIN:

2017-18 Capital Budget

LEGISLATIVE AUTHORITY:

31700-001 Procurement Policy

RECOMMENDATION:

That Council award of the 2017-18 Capital Paving Tender (T-17-09) to the lowest compliant bidder, Costin Paving and Contracting, at their unit prices based on our estimated quantities in the total amount of \$457,285.82 plus HST, and further, that staff be directed to negotiate a reduction in the amount of work to be completed, based on the unit prices submitted, to reflect the actual budget amount such that the value of the contract signed does exceed \$450,000 including HST.

BACKGROUND:

A tender for the 2017-18 capital paving program was issued with a closing date of June 21, 2017. The following three bids were received (non refundable taxes extra):

- Cumberland Paving \$733,972.10
- Dexter Construction \$532,457.20
- **Costin Paving and Contracting \$457,285.82**

DISCUSSION:

The capital paving program, as set out below, was approved by Council in the Capital Budget on May 25, 2016.

- 1) Mallard Drive: Overlay existing street surface with 38 mm of Type “D” asphalt concrete surface course. (From Heron Lane to Derby) 270 meters long x 6 meters wide
- 2) Robert Angus Drive: Overlay existing street surface with 38 mm of Type “D” asphalt concrete surface course. (from Church to South Albion) 1572 m x 11.5 m
- 3) Myrtle Street: Overlay existing street surface with 38 mm of Type “D” asphalt concrete surface course. (from Central to Belliveau) 147 m x 6 m
- 4) Newton Avenue: Overlay existing street surface with 38 mm of Type “D” asphalt concrete surface course (From South Albion to Ash) 151m x 6 m



- 5) Kimberly Court- West Cul-De-Sac: Pulverize existing asphalt, as directed to a depth of 250 mm, fine grade and compact subgrade. Overlay with two lifts of 38 mm Type “D” asphalt.
- 6) Tantramar Crescent: Overlay existing street surface with 38 mm of Type “D” asphalt concrete surface course. (from Anson Ave to Driveway at LED Roadways) ~~4000~~ 750 m x 9.5 meters
- 7) Rosewood Drive - from Industrial Park Drive to Pinehurst: Cold mill (61 m x9 m) the existing street to a depth of 50 mm and overlay existing street surface with 50 mm of Type “D” asphalt concrete surface course.
- 8) Freeman Street: (97 m x 6 m) Overlay with two lifts of 38 mm Type “D” asphalt. Town intends to replace mains in street and will reconstruct to top of subgrade.
- 9) Highfield Street: (107 m x 6m) Overlay with two lifts of 38 mm Type “D” asphalt. Town intends to replace mains in street and will reconstruct to top of subgrade.
- 10) Alma Street: (107 m x 6 m) Overlay with two lifts of 38 mm Type “D” asphalt. Town intends to replace mains in street and will reconstruct to top of subgrade.

FINANCIAL IMPLICATIONS:

The approved 2017-18 capital paving budget was \$450,000 including non- recoverable taxes. The cost of the proposed work including non-refundable taxes is \$476,885.09, with funding to be provided from Gas Tax. In order to meet the approved capital paving budget amount after award we will negotiate with the low bidder to reduce the amount of work by \$26,885.09. This reduction can be achieved by reducing the length of paving on Tantramar Crescent by approximately 250 meters. The reduction will bring the total cost of the estimated paving tender amount to \$450,000 including non-refundable taxes.

COMMUNITY ENGAGEMENT:

The tendering process was followed. The Town issued a tender as per our Procurement Policy. A media release will be issued pending Council approval, as well as a hand delivered written notices to all affected residents and businesses.

ENVIRONMENTAL IMPLICATIONS:

The material that will be removed or pulverized on the project will be recycled for either road bed material or used in future work such as trails.

ALTERNATIVES:

It is Council’s prerogative to add or delete items from the Capital Paving program up to 15% of the total project cost without changing the project to the point where it will be needed to be retendered.

ATTACHMENTS:

Report prepared by: Ben Pitman, P. Eng., Town Engineer

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

Synopsis

Release of Minto Street Easement

The Town has an easement for sanitary sewer services on property located at the end of Minto and Dundonald Streets, which it no longer has a use for. The owners of the property have requested that the Town release this easement which will allow for the sale, and eventual development of this property. In addition, the Town does not own the end of both Minto and Dundonald Streets, although there is some infrastructure that we maintain in this area. The owners are willing to give the Town these properties in exchange for the release of the easement.

There is a benefit to the Town to own the land under and on which our infrastructure is located on the said streets. Therefore, we recommending the release of the easement for the sewer line in exchange for the land at the end of both Minto and Dundonald Streets. The proponent has prepared a quit claim deed to release ownership of the end of both Minto and Dundonald Streets to the Town.

MOTION :

That Council releases the sewer easement on property located at the end of Minto and Dundonald Streets by way of a Quit Claim Deed and authorize the Mayor and CAO to sign the Quit Claim Deed on behalf of the Town



REQUEST FOR DECISION

RFD# 2018017

Date: June 26, 2017

S

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Jason MacDonald, Deputy CAO

DATE: June 26, 2017

SUBJECT: Quit Claim Deed – Minto and Dundonald Streets

ORIGIN:

The Town has received a request for a quit claim deed to release a sewer easement over property at the end of Minto and Dundonald Streets.

LEGISLATIVE AUTHORITY:

Municipal Government Act section **50 (1)** A municipality may acquire and own property granted or conveyed to the municipality either absolutely or in trust for a public or charitable purpose.

RECOMMENDATION:

That Council release the sewer easement on property located at the end of Minto and Dundonald Streets

BACKGROUND:

The Town has an easement for sanitary sewer services on property located at the end of Minto and Dundonald Streets. The owners of the property have requested that the Town release this easement which will allow for the sale, and eventual development of this property. In addition, the Town does not own the end of both Minto and Dundonald Streets, although there is some infrastructure that we maintain in this area. The owners are willing to give the Town these properties in exchange for the release of the easement.

DISCUSSION:

Operations staff have met to discuss this issue and there is no need for the sewer easement in this area. There is a benefit to owning the land under and on which our infrastructure is located on the said streets. Therefore, we have suggested that we would recommend releasing the easement for the sewer line in exchange for the land at the end of both Minto and Dundonald Streets. The proponent has agreed and is preparing a quit claim deed to release ownership of the end of both Minto and Dundonald Streets to the Town.

FINANCIAL IMPLICATIONS:

There are no financial implications to the proposal.

COMMUNITY ENGAGEMENT:

No community engagement has been undertaken at this time.

ENVIRONMENTAL IMPLICATIONS:

There are no direct environmental implications to this property exchange.



ALTERNATIVES:

Do not release the sewer easement nor obtain the land at the end of Minto and Dundonald Streets.

ATTACHMENTS:

Quit Claim Deed

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

THIS QUIT CLAIM DEED made the _____ day of _____, 2017.

BETWEEN:

Town of Amherst, a municipal corporation, located at 98 Victoria Street, in the Town of Amherst, County of Cumberland and Province of Nova Scotia (hereinafter called the "Grantor")

- and -

John W. Sweeney of Amherst, in the County of Cumberland, Province of Nova Scotia and **MNP Ltd.**, a body corporate., as Tenants-In-Common (hereinafter called the "Grantees")

WHEREAS by Deed dated August 17, 1992 and recorded at the Registry of Deeds at Amherst, Nova Scotia on September 16, 1992 in Book 587 at Page 496 as Document Number 7141 the lands described in Schedule "A" attached hereto were conveyed to John W. Sweeney and Donna Sweeney as Joint Tenants and not as Tenants-In-Common;

AND WHEREAS by an Assignment for the General Benefit of Creditors registered at the Registry of Deeds at Amherst, Nova Scotia on August 13, 2012 as Document Number 101313675 the interest of Donna May Sweeney in the lands described in Schedule "A" attached hereto were assigned to PricewaterhouseCoopers Inc. as Trustee;

AND WHEREAS pursuant to an Order for Substitution issued on March 8, 2016 by the Honourable Justice Arthur W.D. Pickup of the Nova Scotia Supreme Court, MNP Ltd. was substituted for PricewaterhouseCoopers Inc. as the Trustee for the Estate of Donna May Sweeney;

WITNESSETH THAT in consideration of One Dollar and other good and valuable consideration;

THE GRANTOR hereby quits claim to the Grantees the lands described in Schedule "A" to this Quit Claim Deed (the "lands"), as tenants-in-common and hereby consents to this disposition, pursuant to the *Matrimonial Property Act* of Nova Scotia.

IN THIS Quit Claim Deed the singular includes the plural and the masculine includes the feminine, with the intent that this Quit Claim Deed shall be read with all appropriate changes of number and gender.

IN WITNESS WHEREOF, the Grantor has properly executed this Indenture the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

Town of Amherst

Per: _____
David Kogon MD, Mayor

(Affix Town Seal)

Per: _____
Gregory D. Herrett CA, CAO

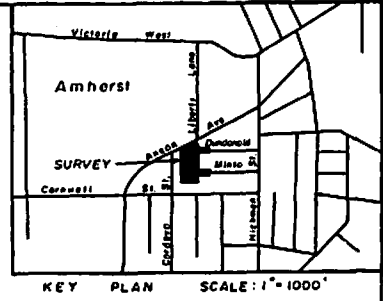
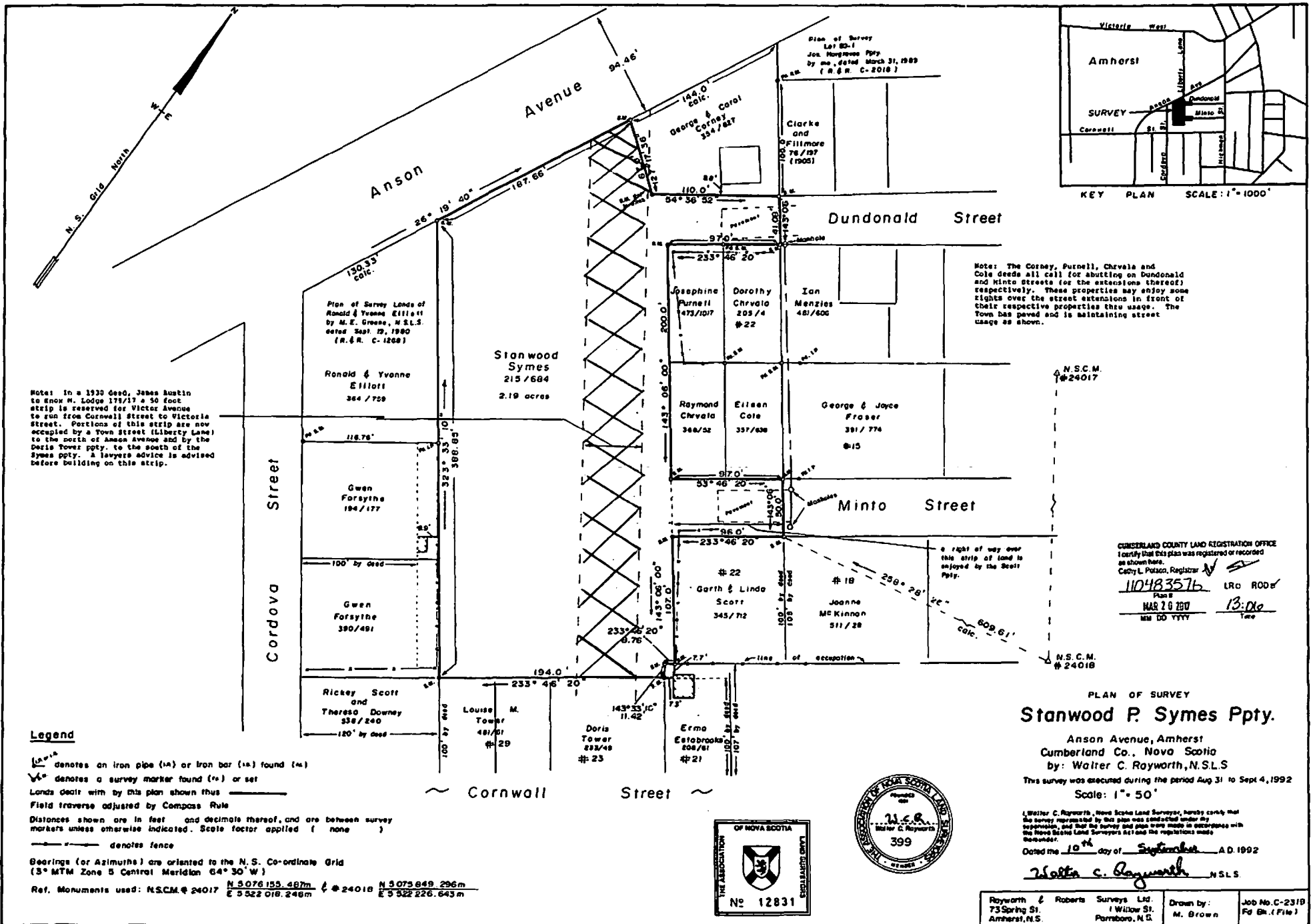
PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND

On the ____ day of _____, 2017, before me, the subscriber personally came and appeared _____, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the Town of Amherst, one of the parties thereto, signed, sealed, and delivered the same in his/her presence.

A Barrister/Commissioner of the Supreme
Court of Nova Scotia

Schedule "A"

All that 50 foot strip of land reserved for Victor Avenue to run from Cornwall Street to Victoria Street more particularly described in a Deed registered at the Cumberland County Registry of Deeds in book 175 at page 17 and shown cross hatched on the plan of subdivision attached hereto as Schedule "B".



Notes: In a 1930 deed, James Austin to know M. Lodge 171/17 a 50 foot strip is reserved for Victor Avenue to run from Cornwall Street to Victoria Street. Portions of this strip are now occupied by a Town Street (Liberty Lane) to the north of Anson Avenue and by the Doris Tower ppty. to the south of the Symes ppty. A lawyers advice is advised before building on this strip.

Note: The Corsey, Purnell, Chrvala and Cole deeds all call for abutting on Dundonald and Minto Streets for the extensions thereof respectively. These properties may enjoy some rights over the street extensions in front of their respective properties thru usage. The Town has paved and is maintaining street usage as shown.

CUMBERLAND COUNTY LAND REGISTRATION OFFICE
I certify that this plan was registered or recorded as shown here.
Cathy L. Potocz, Registrar
11048357b LRD ROD
MAR 20 2017
NEW DO YYYY 13:00
Date

PLAN OF SURVEY
Stanwood P. Symes Pty.
Anson Avenue, Amherst
Cumberland Co., Nova Scotia
by: **Walter C. Royworth, N.S.L.S.**
This survey was executed during the period Aug 31 to Sept 4, 1992
Scale: 1" = 50'

I, Walter C. Royworth, Nova Scotia Land Surveyor, hereby certify that the survey represented by this plan was conducted under my supervision, and that the survey and plan were made in accordance with the Nova Scotia Land Surveyors Act and the regulations made thereunder.
Dated the 15th day of September A.D. 1992
Walter C. Royworth N.S.L.S.

Legend
 (IP) denotes an iron pipe (IA) or iron bar found (M)
 (V) denotes a survey marker found (M) or set
 Lands dealt with by this plan shown thus
 Field traverse adjusted by Compass Rule
 Distances shown are in feet and decimals thereof, and are between survey markers unless otherwise indicated. Scale factor applied (none)
 --- denotes fence
 Bearings (or Azimuths) are oriented to the N. S. Co-ordinate Grid (3° MTM Zone 5 Central Meridian 64° 30' W)
 Ref. Monuments used: N.S.C.M. # 24017 N 5 076 155.487m E 5 522 018.246m # 24018 N 3 075 649.296m E 5 522 226.643m



Royworth & Roberts Surveys Ltd. 73 Spring St. Amherst, N.S.	Drawn by: M. Brown	Job No. C-231B Fd Bk. (File)
---	-----------------------	---------------------------------

Schedule "B"

Dated the ____ day of _____ 2017.

Town of Amherst

Grantor

- and -

**John W. Sweeney and MNP Ltd. (formerly known as
Pricewaterhousecoopers Inc.), a body corporate**

Grantees

QUIT CLAIM DEED

CARRIE E. RICE
SACKVILLE LAW INC.
Barristers and Solicitors
Suite 5, 400 Sackville Drive
PO Box 393
Lower Sackville, Nova Scotia
B4C 2T2

THIS QUIT CLAIM DEED made the 26th day of May, 2017.

BETWEEN:

John W. Sweeney, of Amherst, in the County of Cumberland, Province of Nova Scotia and **MNP Ltd.**, a body corporate,
(hereinafter called the "Grantors")

- and -

Town of Amherst, a municipal corporation, located at 98 Victoria Street, in the Town of Amherst, County of Cumberland, and Province of Nova Scotia
(hereinafter called the "Grantee")

WHEREAS by Deed dated August 17, 1992 and recorded at the Registry of Deeds at Amherst, Nova Scotia on September 16, 1992 in Book 587 at Page 496 as Document Number 7141 the lands described in Schedule "A" attached hereto were conveyed to John W. Sweeney and Donna Sweeney as Joint Tenants and not as Tenants-In-Common;

AND WHEREAS by an Assignment for the General Benefit of Creditors registered at the Registry of Deeds at Amherst, Nova Scotia on August 13, 2012 as Document Number 101313675 the interest of Donna May Sweeney in the lands described in Schedule "A" attached hereto were assigned to PricewaterhouseCoopers Inc. as Trustee;

AND WHEREAS pursuant to an Order for Substitution issued on March 8, 2016 by the Honourable Justice Arthur W.D. Pickup of the Nova Scotia Supreme Court, MNP Ltd. was substituted for PricewaterhouseCoopers Inc. as the Trustee for the Estate of Donna May Sweeney;

AND WHEREAS the conveyance of the parcels more particularly described in Schedule "A" attached hereto is for street purposes and as per s268(2)(e) of the *Municipal Government Act* subdivision approval is not required as the conveyance is to a municipality for municipal purposes;

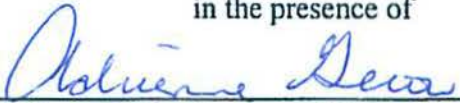
WITNESSETH THAT in consideration of One Dollar and other good and valuable consideration;

THE GRANTORS hereby quit claim to the Grantee the lands described in Schedule "A" to this Quit Claim Deed (the "lands") and hereby consent to this disposition, pursuant to the *Matrimonial Property Act* of Nova Scotia.

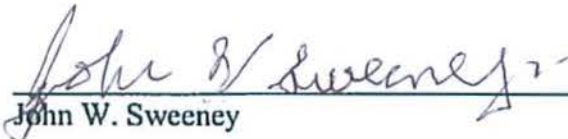
IN THIS Quit Claim Deed the singular includes the plural and the masculine includes the feminine, with the intent that this Quit Claim Deed shall be read with all appropriate changes of number and gender.

IN WITNESS WHEREOF, the Grantors have properly executed this Indenture the day and year first above written.


SIGNED, SEALED AND DELIVERED
in the presence of


Witness to the signature of John W. Sweeney


Witness as to the signature of Derek Cramm,
FCPA, FCMA, FCIRP, Lit


John W. Sweeney

MNP Ltd. Defacto Trustee of the Estate of Donna May Sweeney

Per: 
Derek Cramm, FCPA, FCMA,
FCIRP, LIT
Senior Vice President, MNP Ltd.

PROVINCE OF NOVA SCOTIA)
COUNTY OF CUMBERLAND)

AFFIDAVIT IN PROOF OF EXECUTION AND AS TO STATUS

I, John W. Sweeney, make oath and say that:

1. I am one of the Grantors in the foregoing instrument. I acknowledge that I executed this instrument under seal on the date of this affidavit. This acknowledgement is made pursuant to section 31 (a) of the Registry Act, R.S.N.S. 1989, c. 392 or section 79(1)(a) of the *Land Registration Act*, for the purpose of registering this instrument.
2. I am nineteen years of age or older.
3. I am resident of Canada within the meaning of the *Income Tax Act* (Canada).
4. The sale of the property described in this instrument constitutes an exempt supply pursuant to Part 1 of Schedule V of the *Excise Tax Act* (Canada).
5. For the purpose of this affidavit, "spouse" means:
 - (a) two persons who:
 - (i) are married to each other;
 - (ii) are married to each other by a marriage that is voidable and has not been voided by a judgment of nullity; or
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year; or
 - (b) an individual who is a party to a registered domestic-partner declaration made in accordance with section 53 of the *Vital Statistics Act* (Nova Scotia) but does not include a former domestic-partner.
6. I, John W. Sweeney, have a spouse as defined herein but the property described in the within instrument has never been occupied by me and my said spouse, Donna May Sweeney, as our matrimonial home and I have no other spouse as defined herein.

I CERTIFY that on this date the Deponent)
came before me, made oath and swore)
the foregoing affidavit.)
Certified at Amherst, Nova Scotia,)
this 26 day of May, 2017.)
Adrienne Gerow)
Commissioner's Name: Adrienne Gerow)
A Commissioner of the Supreme Court)
of Nova Scotia)

John W. Sweeney
Deponent-John W. Sweeney


AFFIDAVIT IN PROOF OF EXECUTION AND AS TO STATUS


I, Derek Cramm, FCPA, FCMA, FCIRP, LIT, make oath and swear that:

1. I am the Senior Vice President of MNP Ltd. (the "Corporation"). Except as otherwise stated I have personal knowledge of the matters referred to herein.
2. The Corporation is one of the Grantors in the foregoing instrument. I acknowledge that the Corporation executed the foregoing instrument by its proper officer(s) duly authorized in that regard who affixed its corporate seal to the instrument on its behalf on the date of this affidavit. This acknowledgement is made pursuant to section 31 of the *Registry Act* or section 79(1)(a) of the *Land Registration Act*, as the case may be, for the purpose of registering this instrument.
3. The sale of the property described in this instrument constitutes an exempt supply pursuant to Part 1 of Schedule V of the *Excise Tax Act* (Canada).
4. The Corporation is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).
5. The property described in the within Indenture is not and never has been occupied as a matrimonial home by any shareholder of the company while the property has been owned by the Corporation. Moreover, the ownership of a share or interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy any dwelling owned by the Corporation.

I CERTIFY that on this date the Deponent)
 came before me, made oath and swore)
 the foregoing affidavit.)

Certified at Halifax, Nova Scotia,)
 this 24th day of May, 2017.)


 Name: Theresa Boutilier)
 A Barrister/Commissioner of the Supreme)
 Court of Nova Scotia)
 (Affix Stamp/Seal of Office))


 Deponent-Derek Cramm, FCPA, FCMA,)
 FCIRP, LIT)
 Senior Vice President)

THERESA BOUTILIER
 A Commissioner of the
 Supreme Court of Nova Scotia

SCHEDULE A

ALL AND SINGULAR that certain lot, piece or parcel of land situate, lying and being at the southwesterly end of Minto Street in the Town of Amherst, County of Cumberland, Province of Nova Scotia, being a portion of lands shown on a Plan of Survey, Stanwood P. Symes Ppty. prepared by Walter C. Rayworth, N.S.L.S. dated the 10th day of September, A.D. 1992, filed in the Registry of Deeds Office in Amherst, Nova Scotia as Document No. 110483576 and being more particularly described as follows:

(Azimuths in the following description are oriented to the Nova Scotia Co-ordinate Grid, 3 degree MTM, Zone 5, Central Meridian 64 degrees 30 minutes West Longitude)

BEGINNING at a survey marker at the northwesterly corner of the said southwesterly end of Minto Street and being also the southwesterly corner of lands now or formerly of Ann Marie Gilfoy described as the second lot in Book 626 at Page 453, said survey marker being on the northeasterly bounds of lands now or formerly held by PricewaterhouseCoopers Inc. as Trustee under the Bankruptcy of Donna May Sweeney as described by Document No. 101313675;

THENCE 53 degrees 46 minutes 20 seconds along the northwesterly bounds of said Minto Street a distance of 97.0 feet to a survey marker at the southeasterly corner of other lands now or formerly of Ann Marie Gilfoy described as the first lot in Book 626 at Page 453 and being also the southwesterly corner of lands now or formerly of Karen H. Gilroy as described by deed Document No. 94143485;

THENCE 143 degrees 06 minutes, crossing Minto Street, a distance of 50.0 feet to a survey marker on the southeasterly bounds of said Minto Street at the northwesterly corner of lands now or formerly of Clifford B. Rose and Joanne M. Rose as described by deed Document No. 95665478 and being also the northeasterly corner of lands now or formerly of R. Garth Scott and Linda Scott as described in Book 345 at Page 712, said survey marker being 258 degrees 28 minutes 26 seconds a distance of 609.61 feet on a tieline from Nova Scotia Co-ordinate Monument No. 24018;

THENCE 233 degrees 46 minutes 20 seconds along the said southeasterly bounds of Minto Street a distance of 96.0 feet to a survey marker at the southwesterly corner of the said southwesterly end of Minto Street, being also the northwesterly corner of said lands now or formerly of R. Garth Scott and Linda Scott and being on the said northeasterly bounds of lands now or formerly held by PricewaterhouseCoopers Inc.;

THENCE northwesterly along the said southwesterly end of Minto Street and along the said northeasterly bounds of lands now or formerly held by PricewaterhouseCoopers Inc. a distance of 50 feet or to the **PLACE OF BEGINNING**.

THE ABOVEDESCRIBED PARCEL of land to contain 4,825 square feet, more or less, and being and intending to be a portion of Minto Street appearing to have been previously vested in the Town of Amherst for street purposes dating back to at least the early deeds from Knox M. Lodge and Elizabeth Lodge to Joseph Chvala dated the 14th day of August, A.D. 1942, recorded in Book 187 at Page 624 and the 21st day of July, A.D. 1947, recorded in Book 205 at Page 4, as well as their deed to J. Hedley Siddall dated the 20th day of February, A.D. 1951, recorded in Book 205 at Page 557 respectively, for which no formal deed had yet been executed to the Town of Amherst but has been accepted and or used as such since those dates for street purposes, the intent of this conveyance being to further confirm the title of the Town of Amherst, which conveyance this date being exempt from Subdivision Regulations under section 268(2E) of the Municipal Government Act.

SCHEDULE A

ALL AND SINGULAR that certain lot, piece or parcel of land situate, lying and being at the southwesterly end of Dundonald Street in the Town of Amherst, County of Cumberland, Province of Nova Scotia, being a portion of lands shown on a Plan of Survey, Stanwood P. Symes Ppty. prepared by Walter C. Rayworth, N.S.L.S. dated the 10th day of September, A.D. 1992, filed in the Registry of Deeds Office in Amherst, Nova Scotia as Document No. 110483576 and being more particularly described as follows:

(Azimuths in the following description are oriented to the Nova Scotia Co-ordinate Grid, 3 degree MTM, Zone 5, Central Meridian 64 degrees 30 minutes West Longitude)

BEGINNING at a survey marker at the northwesterly corner of the said southwesterly end of Dundonald Street and being also the southwesterly corner of lands now or formerly of James R. Corey described by deed Document No. 106928469, said survey marker being on the northeasterly bounds of lands now or formerly held by PricewaterhouseCoopers Inc. as Trustee under the Bankruptcy of Donna May Sweeney as described by Document No. 101313675;

THENCE 54 degrees 36 minutes 52 seconds along the northwesterly bounds of said Dundonald Street a distance of 110.0 feet to a survey marker at the southeasterly corner of said lands now or formerly of James R. Corey and being also the southwesterly corner of lands now or formerly of Victor S. Luwson as described by deed Document No. 100706531;

THENCE 143 degrees 06 minutes, crossing Dundonald Street, a distance of 41.08 feet to a survey marker on the southeasterly bounds of said Dundonald Street at the northwesterly corner of lands now or formerly of Ian Menzies and Helen Menzies as described in Book 481 at Page 606 and being also the northeasterly corner of lands now or formerly of Josephine S. C. Purnell as described by deed Document No. 76563742;

THENCE 233 degrees 46 minutes 20 seconds along the said southeasterly bounds of Dundonald Street a distance of 97.0 feet to a survey marker at the southwesterly corner of the said southwesterly end of Dundonald Street, being also the northwesterly corner of other lands now or formerly of said Josephine S. C. Purnell as described in Book 652 at Page 612 and being on the said northeasterly bounds of lands now or formerly held by PricewaterhouseCoopers Inc.;

THENCE northwesterly along the said southwesterly end of Dundonald Street and along the said northeasterly bounds of lands now or formerly held by PricewaterhouseCoopers Inc. a distance of 44.77 feet or to the **PLACE OF BEGINNING**.

THE ABOVEDESCRIBED PARCEL of land to contain 4,329 square feet, more or less, and being and intending to be a portion of Dundonald Street appearing to have been previously vested in the Town of Amherst for street purposes dating back to at least the early deeds from Knox M. Lodge and Elizabeth Lodge to Joseph Chvala dated the 14th day of August, A.D. 1942, recorded in Book 187 at Page 624 and the 21st day of July, A.D. 1947, recorded in Book 205 at Page 4, as well as their deed to Herbert Dobson dated the 21st day of August, A.D. 1942, recorded in Book 187 at Page 642 respectively, for which no formal deed had yet been executed to the Town of Amherst but has been accepted and or used as such since those dates for street purposes, the intent of this conveyance being to further confirm the title of the Town of Amherst, which conveyance this date being exempt from Subdivision Regulations under section 268(2E) of the Municipal Government Act.

Dated the 26th day of May 2017.

John W. Sweeney and MNP. Ltd.

Grantor

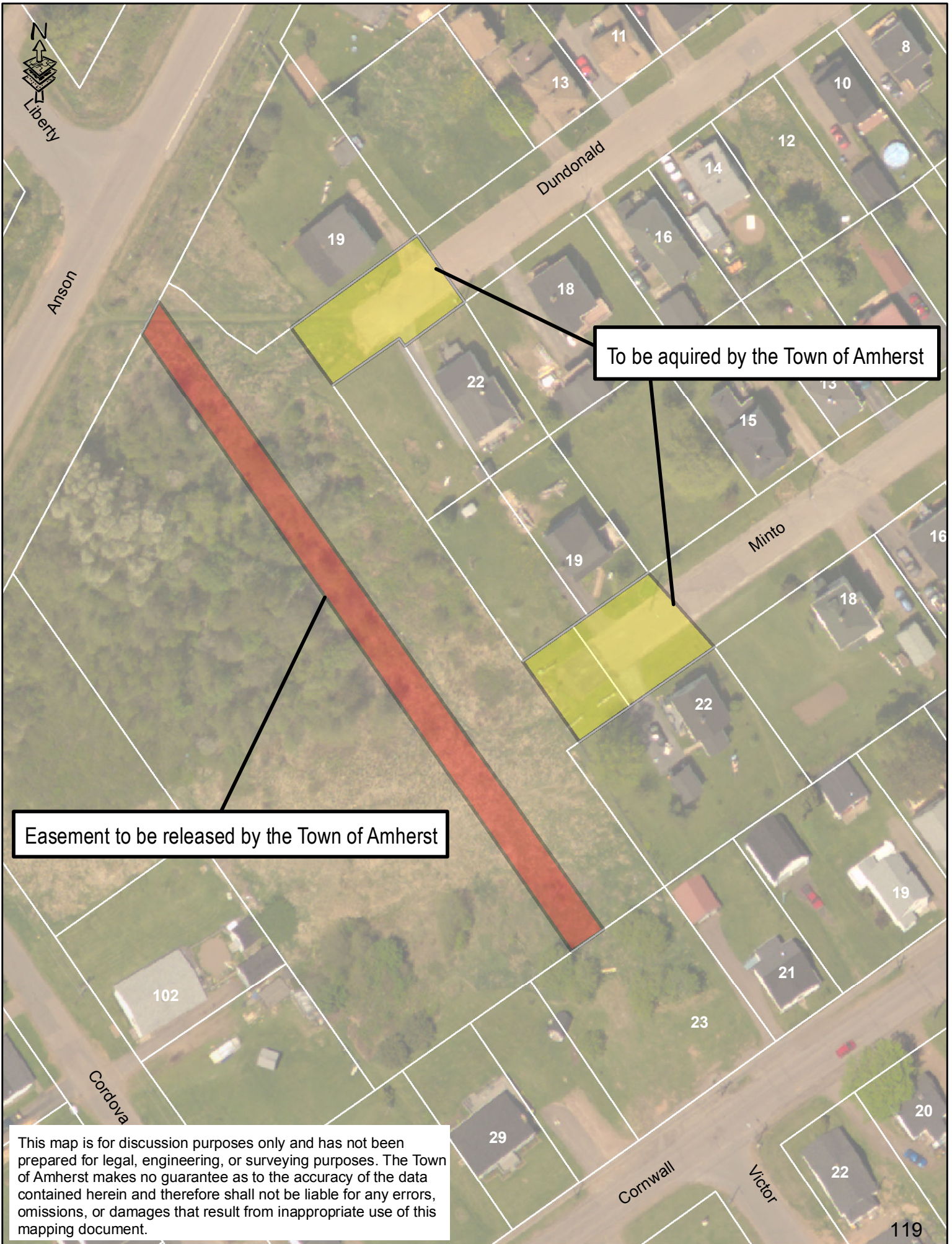
- and -

Town of Amherst

Grantees

QUIT CLAIM DEED

CARRIE E. RICE
SACKVILLE LAW INC.
Barristers and Solicitors
Suite 5, 400 Sackville Drive
PO Box 393
Lower Sackville, Nova Scotia
B4C 2T2



To be aquired by the Town of Amherst

Easement to be released by the Town of Amherst

This map is for discussion purposes only and has not been prepared for legal, engineering, or surveying purposes. The Town of Amherst makes no guarantee as to the accuracy of the data contained herein and therefore shall not be liable for any errors, omissions, or damages that result from inappropriate use of this mapping document.

Internal Committee Report

Amherst Board of Police Commissioners

June 26, 2017

The Amherst Board of Police Commissioners held its regular meeting on Wednesday, June 14, 2017 in Council Chambers. In addition to regular reports and updates, the Board received a very interesting and informative presentation on Outlaw Motorcycle Gangs (OMG) in Nova Scotia and Atlantic Canada by Cst. Scot Morrison from the Provincial OMG Enforcement Unit.

The Board does not hold regular meetings in the months of July and August, and the next meeting is scheduled for September 13.

Internal Committee Report

Amherst Youth Town Council

June 26, 2017

In the month of May Amherst Youth Town Council participated in, partnered in, and organized a variety of events in Amherst including the Cumberland Pride Parade, the Rainbow Flag Raising Ceremony and 150 Minutes of Fun.

The Rainbow Flag Raising Ceremony was held on May 24th at the Cumberland YMCA and AYTC partnered with the Cumberland Pride Committee for this event. Rohin Mckenney, one of our council members, provided remarks on behalf of the Amherst youth and AYTC. This event was deemed a huge success and AYTC is planning on participating in it next year as well.

AYTC's participation in the Cumberland Pride Parade was through involvement in the parade itself and through AYTC having a representative on the Cumberland Pride Committee. AYTC walked in the parade with local youth, the Town of Amherst group and with members of the public. AYTC offered to help with anything that was youth related including helping with Cumberland Pride's Facebook and Instagram pages as well as assistance elsewhere. Many youth and over 700 members of the public turned out for this parade and AYTC was very impressed about how well the parade went. We are planning on taking a role in this parade next year. AYTC is also looking at options for a permanent display of AYTC's 'pride' in Amherst. We have not decided on what this will be but we will be bringing a recommendation to the Mayor and Council in due time.

On May 27th AYTC hosted a 150 Minutes of Fun in partnership with the Cumberland YMCA. This event included: ball hockey with the ARHS Vikings, a swim, Zumba, yoga, arts and crafts, a guided paint and a scavenger hunt around downtown Amherst. This event was planned to celebrate Canada 150 and to promote youth activity in Amherst. The turnout for this event was fair - we had around 50 individuals come out to participate. Overall, we see this as a great success. Next year AYTC is hoping to do a similar event to continue to promote youth activity.

For the month June, AYTC is in the process of deciding on Canada Day involvement and helping with Cops for Kids. AYTC is also planning to review and recommend current AYTC policy to Town Council as part of the year-end report.

**Cumberland Public Libraries
Brief Report
June 2017**

Auditor's Report

Ms. Dickson of Jorgensen & Bickerton Chartered Accountants went over the audited statement and answered questions for the Board. The Board passed 2016-17 auditor's report.

Financial Report

Ms. Corey provided the Board with final budget for the 2017-18 fiscal year. Budget was passed during this meeting.

Summer Reading Club 2017

Summer Reading Club Starts June 15. In 2016 over 2300 hours were read by children and teens aged 3-17. We also had over 500 children attend programs throughout the summer in Amherst.

Cumberland Public Libraries will again be partnering with Maggie's Place Family Resource Centre to offer several programs: Storytime in the Park, Drive-in Movie and Storywalk. YMCA will also be visiting the library with their youth leadership group again this summer.

Statistics

In the month of April, Cumberland Public Libraries signed out over 8,121 items; this includes books, movies, TV shows, magazines and more.

Also in April, Cumberland Public Libraries held 69 programs for children and adults, with 1300 people in attendance.

Next Board meeting will be September 7, 2017.

Find out what's going on

Check out the library's webpage (www.cumberlandpubliclibraries.ca) to see our Calendar of Events and get information on upcoming programs.

Like us on Facebook and follow us on Twitter (@CumberlandPL) or Instagram (cumberland_pl) to get information on coming events, find out about new books and movies, and see pictures of our programs.



YMCA of Cumberland 2016-2017 Annual Report



Everyday Superheroes

A Message from the Board Chair and Chief Executive Officer

Together we have 90 years of YMCA experience!

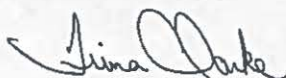
"At 6 years old I became a YMCA camper. Since then the Y has held a special place in my heart. I still go to the Y 7 days a week and it is the number one place for my volunteer time." Dale Fawthrop, Board Chair (YMCA member of 67 years)

"I didn't experience the YMCA as a child so my introduction to the Y was as a volunteer in the early 1990's with a toddler gym and swim program called 'Gyminy Crickets' and then in 1997 I became part of the staff team and couldn't imagine my life without the YMCA." Trina Clarke, CEO (YMCA volunteer and staff for 23 years).

We were inspired by YMCA staff member Jan Matthew's story "Calling all Superheroes" (full story included on following page) that was published in our local newspaper in March 2017 for awareness of our Strong Kids Campaign. It takes many caring, talented and dedicated staff and volunteers in order for the YMCA to have an impact in building a stronger, healthier and more vibrant community.

From the Early Childhood Educator that every day provides love, guidance and learning to the littlest of our YMCA members to the Fitness Instructor that provides a Chair Yoga class to our older adults; from the lifeguard that stands on duty ensuring our pool is a safe place of fun and exercise to our facility staff that ensures our YMCA is clean and well maintained for everyone; from the smile of our membership services staff to the fitness volunteer that challenges you to push yourself every class; from the board member that ensures our YMCA stays on the right path to the department managers that are constantly blazing new trails. Everyone has a crucial role and everyone is an everyday superhero.

So embrace your inner superhero (we have) and it is within us all! It is just waiting to be released!



Trina Clarke



Dale Fawthrop

Board of Directors

Executive

Dale Fawthrop
Board Chair
Charles Seymour
Vice Chair
Pam Chenhall
Secretary
Henry Knol
Treasurer

Directors

Loralee Landry
Sharon Smith
Joe Potter
Gerald Read
Sheila Christie
Stephanie Small
Elizabeth Conrad
Doug Williams
Rick Draper

Management Team

Trina Clarke
Chief Executive Officer
Renee Lusby
Manager of Childcare
Heather Gallant
Manager of Membership & Administration
Laura Ashley Farrow
Manager of Health, Fitness & Aquatics
Mark McIntyre
Manager of Facility
Jeff MacNeil
Manager of Development



Strengthen Our Impact

Calling all Superheroes...

Popular culture has always recognized the value of a superhero. From Zorro to Wonder Woman, the Avengers to the Guardians of the Galaxy, the idea of a heroic character who dedicates superhuman powers to the forces of good has inspired generations to read, watch and run around the schoolyard. That such power and strength is often hidden further deepens the intrigue: who suspected that a mild-mannered reporter would save the world from imminent destruction, or that a playboy billionaire secretly dedicates his life and work to altruistic purposes? The idea of being more than you first appear can be both empowering and motivating, on the screen and in real life.

But once the credits roll and the story ends, it's important to remember that not every hero packs a cape and a roundhouse punch. Though we be mere mortals, bound by gravity and the routine realities of life, you don't have to look far to find examples of how one person's life has been helped by another. From paying it forward to buying coffee for the next in line, we each have the power to brighten someone's day or initiate a change for the better.

The goal of the Y's Strong Kids campaign is to encourage healthy lifestyles and positive interactions through sponsored memberships to our community YMCA. By not allowing circumstance to limit potential, the Y can then work to deliver programs designed to allow everyone to be the best that they can be. Currently, one in six memberships are sponsored to ensure that everything from the Early Learning Centre to the Full of Life activities, from swim lessons to the Wellness Centre, are accessible to those who not only want them, but perhaps need them the most.

Fighting super villains and saving the world from the brink of disaster sells movie tickets and comic books. Helping to build a stronger community through inclusion and support? That's the stuff of everyday heroes.

This article, by Jan Matthews, was originally published in the Amherst News on March 17, 2017. Jan, a membership services representative, writes a bi-weekly opinion editorial for the YMCA of Cumberland.



Our Volunteers



In this past year, 30 program volunteers have committed 2,130 hours to programs at the YMCA of Cumberland. "Our YMCA would not be what it is without the caring people that inspire passion, energy and strength. This year we have seen a large increase in program volunteers and feel most fortunate for their heartfelt commitment. What they do matters profoundly." Laura Ashley Farrow, Manager of Health, Fitness & Aquatics.



The YMCA of Cumberland board of directors oversee the governance of the organization. The thirteen board members have collectively volunteered 256 hours of their time in the past year to provide direction to the YMCA of Cumberland by collaboratively using their professional experiences to advice, guide and govern the our YMCA.

Staff



Philanthropy



2016 Strong Kids Cup Ball Hockey Tournament.



Some "Superhero" members participating in the Spin-A-Thon.



The Salt Dash road race, hosted by the YMCA of Cumberland in Pugwash, NS.

In our Community



Doggie Dip, part of the Blueberry Harvest Festival



The Minds in Motion Walk raises awareness about mental health.



Corey Hunter speaking at the Pride Flag raising event.

YMCA of Cumberland Fast Facts

This Past Year:

102 People were employed by the YMCA of Cumberland (68 percent of them were youth between the ages of 15-30).

223 People participated in an event related to International Development (61% were youth involved in international programs).

\$93,690 was provided in financial assistance to community residents (\$40,470 of this was for participants under 18 years of age).

638 individuals were assisted through our financial program (422 were under the age of 13).

404 children received quality care.

In January 2017 we opened our new youth centre!

93 volunteers assisted our YMCA in programs, governance, committees and special events.

In total, **3,350** volunteer hours were spent at the YMCA of Cumberland in the past year. **Thank you!**



Thank you...

Each year, multiple individuals and organizations donate to the YMCA of Cumberland.

These donations go toward the Strong Kids Campaign or to our capital fund. The support from donors is what makes it possible for the YMCA to support the community. Last year 638 individuals were supported through our financial program.

As a charity, donations and fundraising help the YMCA of Cumberland to grow and to move forward with our mission. Through these supported programs, lives are changed.

Thank you again for your generous support in our efforts.

2016 Peace Medal Recipients



Ken MacKenzie, third from left.



Rotary Club of Amherst

Mission

The YMCA of Cumberland is a charitable organization responsible for the development of our local and global communities in spirit, mind and body.

Vision

As a respected charity, we are a recognized leader and essential partner in the development of strong and vibrant communities.

Values

Respect, Responsibility, Caring, Honesty and Inclusiveness.



CUMBERLAND JOINT SERVICES MANAGEMENT AUTHORITY

SOLID WASTE SERVICES

June 2017



Solid Waste Matters

FY 2017/2018 Budget

The FY2017/2018 budget and landfill cell construction was approved by the Board and our municipal partners effective May 25, 2017.

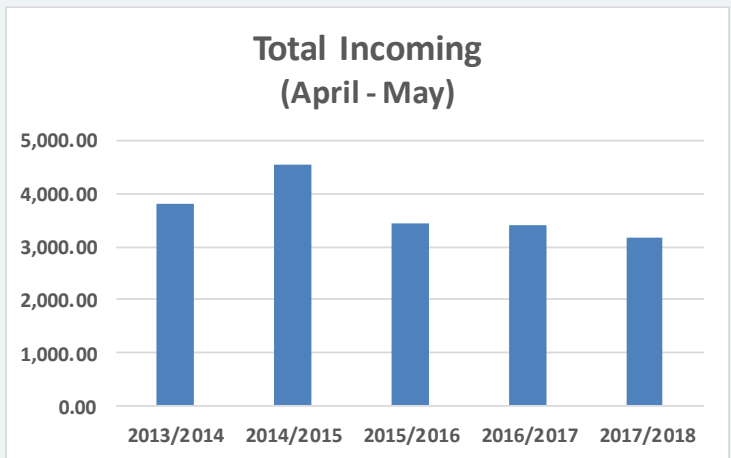
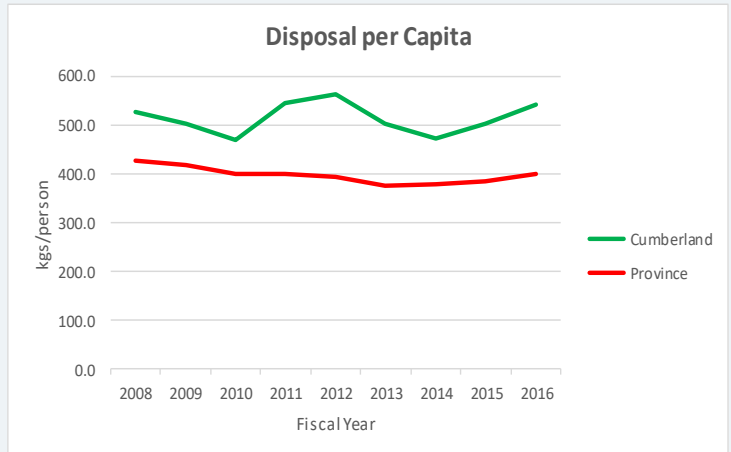
The construction of the concrete pad for the storage containers is tentatively scheduled to begin the week of June 26 – 30.

New Landfill Cell

The tender for the cell construction was issued on Thursday, June 1. There is a mandatory site visit on Monday, June 12, with the tender closing/opening on Thursday, June 22 @ 2pm. Dillon Consulting is coordinating the tender process as part of the cell design RFP award.

Sustane Technologies & Raven Sky/BioGas Energy Inc.

The May 25, 2017 Board meeting included presentations from Sustane Technologies and Raven Sky/BioGas Energy Inc. Sustane was presenting on an alternative to landfilling of residual waste, while Raven Sky/Biogas was presenting on the collection of landfill gas at the Cumberland Central Landfill. This gas would then be processed into its major components, methane and carbon dioxide, for eventual sale. The Board has requested that I continue to investigate potential opportunities with both organizations.



Your Partners in Waste Reduction

www.cjsma.ns.ca

902-667-5141

solwaste@cjsma.ns.ca

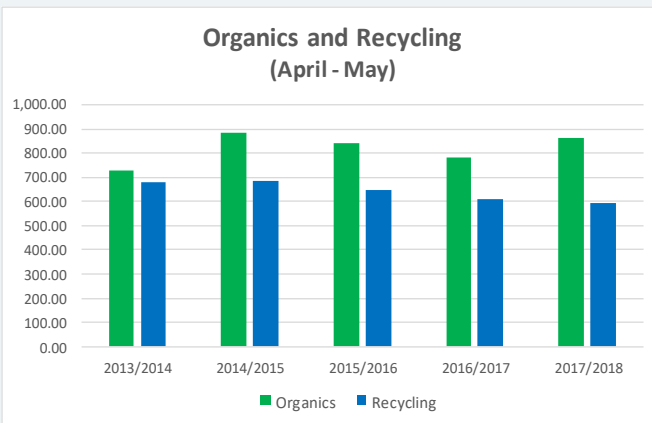


Education

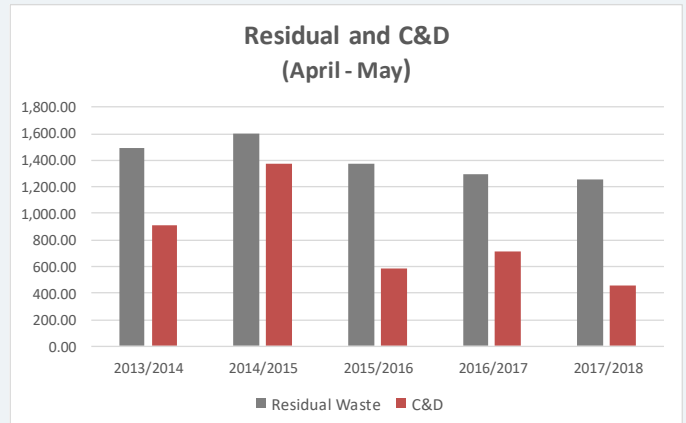
- Compost Giveaway– staff gave away over 350 bags of compost during our 2 week giveaway.
- Highland Fling– staff set up a booth at the Highland Fling to promote our programs & services. CJSMA donated mini compost bins for the organizers to sell as part of the fundraiser.
- Presentations and tours were held with the Grade 3 classes from Spring Street Academy. The students always enjoy visiting the site!
- The first Household Hazardous Waste Event was held on May 27th. The event was well attended and we are looking forward to our next event in Amherst scheduled for June 17th from 9:00-12:00 at the Amherst Fire Hall.
- ReCollect Stats 5 months: 860 Mobile App Installs; 893 Service Alerts, 2033 Items Searched.
- The Enforcement Officer continues to conduct audits both with the residential and commercial sectors.



Total Diverted



Total Disposed



Upcoming Meetings

Regional Chairs	June 23, 2017	Truro
Solid Waste Priorities Group	June 23, 2017	Truro
CJSMA Board	July 4, 2017	Amherst
Regional Coordinators	July 6, 2017	Yarmouth
Northern Region	TBD	TBD
Managers & Directors	TBD	TBD

External Committee Report

L. A. Animal Shelter

June 26, 2017

The L. A. Animal Shelter Board met on May 18th.

Brief highlights of that meeting include:

- Need to find more foster homes as there is a shortage
- Update on renovations: going very well
- Ongoing search for more metal kennels
- Lotto tree has raised \$5,230 to date, draw on July 1 at Victoria Park
Motion to do a second Lotto tree during the Christmas season--passed.
Further discussion about other fundraising possibilities
- Shelter planned to participate in the Pride Parade
- Next meeting will be in September.