



**Town of Amherst  
Regular Council Meeting  
Agenda**

Date: **Monday, November 27, 2017**  
Time: **6:30 pm**  
Location: **Council Chambers, Town Hall**

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<b>1. PUBLIC HEARING 6:30 PM</b>	
1.1 Development Agreement - Cumberland Ridge Drive (6636)	3 - 11
<b>2. CALL TO ORDER 7:00 PM</b>	
2.1 Introduction of Special Guests	
<b>3. O'CANADA</b>	
<b>4. APPROVAL OF AGENDA/MINUTES</b>	
4.1 Approval of the Agenda (6941)	
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5.2 Insurance Services Provider (6903)	46 - 48
5.3 Appointment of Municipal Auditors (6904)	49 - 51
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# **PUBLIC HEARING**

**27 November 2017**

## **Development Agreement – Cumberland Ridge**

1. Mayor Comments:

**Amherst Town Council is considering an application to enter into a development agreement to allow the lands of an existing Land Leased Community to be subdivided into individual manufactured home lots. This development agreement is intended to replace the one entered into in 1989.**

**Council approved First Reading of this development agreement at its October 23<sup>rd</sup> regular meeting. The purpose of this hearing is to hear submissions in favour of, or in opposition to, the proposal.**

2. Staff presentation. (Reports to Planning Advisory Committee)
3. Council questions for staff.
4. Public comments.
5. Mayor Comment:

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

To: Planning Advisory Committee  
From: Andrew Fisher, Senior Planner  
Date: October 10, 2017  
**Subject: Follow up meeting: Cumberland Ridge – development agreement amendment request**

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**PROPOSAL:**

An application by the property owner of the Cumberland Ridge Land Lease Community to amend the 1989 development agreement to allow subdivision of individual mobile-home lots.

**BACKGROUND:**

Time line

- 1989 Original Development Agreement executed to allow development.
- 1992 Amendment to the Development Agreement to deal with landscaping, front yard setbacks, and restrictions of the number of “mini home” type dwellings.
- 2014 Request to amendment to allow subdivision of lots. PAC held a public participation session, and subsequently deferred a decision until an updated layout plan was submitted.
- 2017 September 6<sup>th</sup> – second public participation is held to consider subdivision of lots with an updated layout plan. PAC subsequently passed the following motion:

**That the PAC be give more information around the covenants of this application and defer a decision until the next regularly scheduled PAC meeting.**

Package Documents

This staff report is intended to address the above noted motion, and by extension the public comments from September 6<sup>th</sup>. Following this memo in the package is the proposed restrictive covenants provided by the applicant, and a draft amending Development Agreement that would replace the 1989 agreement and the 1992 amendment. Members are asked to review the enclosed September 6<sup>th</sup> staff report for a detailed review of the proposal elements, and an overview of relevant Town policies.

Attached to this package are the following documents:

- Proposed Restrictive Covenants submitted by the Applicant.
- Draft development agreement showing changes from the September 6, 2017 draft.
- September 6, 2017 Staff report.
- 1989 Development agreement, and 1992 amendment.

**DISCUSSION:**

Regarding restrictive covenants, it must be emphasized that covenants are not enforceable by the Town and should not be relied upon. In this circumstance, the development agreement is the

means by which the development may be controlled, in addition to various Town bylaws (Land Use, Subdivision, Leased Land, Solid Waste, etc..). The following provides the proposed restrictive covenants submitted by the applicant (*italics*), with comments from Staff (**bold text**):

1. *To abide by the Town of Amherst Development Agreement DA-88-03 and any amendments thereto.*  
**The agreement would be registered on title for each property.**
2. *To use the lands for a single-family private residential dwelling only.*  
**This provision has been added to the agreement.**
3. *To only use the land for a Manufactured Single Section Home manufactured by a manufacturer and sold by a retailer approved by the Grantor.*  
**There is not a land use planning matter.**
4. *To skirt the Manufactured Single Section Home using vinyl material only if it is on a surface mount foundation and approved by the Grantor.*  
**Already dealt with in the agreement, and the Land-Leased Community Bylaw.**
5. *To only construct decks and steps that will blend with the home, are of the same or better quality as the Manufactured Single Section Home and to keep the decks and steps in a good state of repair.*  
**Decks and steps are subject to the Building Code.**
6. *To not use the Manufactured Single Section Home or any out building on the lands for a profession, trade or business of any description, nor as a school, hospital, or other charitable institution, nor as a hotel, apartment house, duplex, boarding or lodging house.*  
**The existing agreement permits Home Occupations under Schedule A, section 11, and the LUB. If Home Occupations are not appropriate for mobile homes, the restriction should apply to all not just this particular development.**
7. *To complete the construction of any accessory building, deck or fence in the yard within three (3) months from the date of commencement of construction and to clean any construction debris so as not to constitute a nuisance or annoyance to neighboring properties.*  
**The Dangerous & Unsightly Bylaw, and the Building Code apply to this matter.**
8. *To not construct an accessory building in the front yard.*  
**This is covered by the LUB**
9. *To finish any accessory building in the same exterior materials and colors as the residence including baby barns and garages and to comply with the Town of Amherst Land Use Bylaw.*  
**Building color is not something the Town should regulate.**
10. *To obtain building permits prior to construction, erection or installation of any type of building to be installed on the land.*  
**Already covered by the LUB and Building Code.**
11. *Within six (6) months of occupancy, to seed or sod the yard with lawn grass, except for those portions that are decoratively landscaped with flower beds, shrubs and washed tile rock.*  
**This is addressed in the agreement.**
12. *To not permit pets to run at large and to clean up after their pets.*
13. *To keep dogs on leashes when outside.*

14. *To not have horses, cattle, hogs, sheep, poultry or other livestock or any animals other than those normally permitted in private homes in urban residential area on the lands.*  
**The above provisions are dealt with by the Companion Animal Bylaw, and the LUB.**
15. *To only heat the [...] Home with electricity and to not bring heating oil unto the lands.*  
**The Town should not regulate heating source beyond the Building Code.**
16. *To not bring unto the lands or keep on the lands unregistered or derelict motor vehicles or vehicles with flat tires or otherwise appearing derelict in the opinion of the grantor's authorized representatives or carry out extensive motor vehicle repairs on the lands.*  
**The Dangerous & Unsightly Bylaw deals with this matter.**
17. *To remove or permit the Grantor to remove any derelict vehicles at the expense of the Grantee(s).*  
**The Town has this authority under the Dangerous & Unsightly Bylaw.**
18. *To maintain the lands and any improvements in a neat and tidy condition and keep the lawn mown to normal lawn height.*  
**The Dangerous & Unsightly Bylaw deals with this matter.**
19. *To keep the lands clear of refuse, building waste, car bodies, garbage or noxious and unsightly material.*  
**The Dangerous & Unsightly Bylaw deals with this matter.**
20. *To not have any incinerator or other refuse-burning device on the land.*  
**The LUB and the Fires and Burning Bylaw.**
21. *To not permit trash and garbage to accumulate.*
22. *To remove trash and garbage regularly from the property and to dispose of waste, recyclables and compost according to the Town of Amherst Guidelines and bylaws.*
23. *To keep garbage bins stored out of sight from the street, except on the eve of garbage pickup day, when garbage bins may be moved to the curb for pickup.*  
**The above are covered by the Solid Waste Bylaw.**
24. *To comply with Town of Amherst winter parking regulations.*  
**As a public street, it is subject to the same regulations as all Town streets.**
25. *To not place any signs, billboards, notices or other advertising matter of any kind on the lands on any part of the land or upon any buildings, fences, or trees except for the purpose of advertising the land for sale.*  
**Covered by the agreement and LUB.**
26. *To not regrade the land to interfere with any drainage and shall not block or impede any swales or easements on the lands as shown on Schedule "C".*  
**This provision is added to the draft agreement.**

## **CONCLUSIONS:**

Where Staff felt the above covenants are appropriate, the provision has been added to the draft development agreement. In addition, the age of the dwellings was discussed at the September 6<sup>th</sup> meeting. The concern being that once a lot is sold to a third party, a dwelling of any age could be located in the development. To address this, Staff added a provision in the agreement to prevent any dwelling to be located in the development that was manufactured more than 5 years prior to the date of the Development & Building Permit Application. In other words, a dwelling can remain in perpetuity once in place, but all dwellings being brought to the development must be less than 5 years old.

Staff feel that with the above noted changes, the draft development agreement meets the general intent of the Town's planning policies, and addresses the issues raised by the public as much as reasonably possible.

**OPTIONS:**

Option One: Recommend that Council enter into the amending development agreement to allow the subdivision of individual lots within Cumberland Ridge Drive.

Option Two: Recommend that Council not amend the existing development agreement.

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

**STAFF RECOMMENDATION:** Option One

To: Planning Advisory Committee  
From: Andrew Fisher, Senior Planner  
Date: September 6, 2017  
**Subject: Follow up meeting: Cumberland Ridge – development agreement amendment request**

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## **PROPOSAL:**

An application by the property owner of the Cumberland Ridge Land Lease Community to amend the 1989 development agreement to allow subdivision of individual mobile-home lots.

On June 4, 2014, PAC held a public participation session to consider the requested amendment. Subsequently, PAC passed a motion to defer the matter until an updated plan is submitted, at which time second public participation session would be held. With an updated plan now submitted, Staff have incorporated it into a draft development agreement that incorporates the terms and conditions of the 1989 agreement, and amendment #1 where appropriate. Attached to this package are the following documents:

1. Proposed 3-phase layout
2. PAC minutes from the June 4, 2014 public participation session
3. 1989 Development agreement and 1992 Amendment #1

## **BACKGROUND and DISCUSSION:**

Cumberland Ridge is a leased land community (mobile home park) created by a 1989 development agreement, amended in 1992. The enclosed plan “Original Layout” shows that at full capacity the 143 acre property would contain 54 mobile home lots, but excludes two lots that front on Cornwall Street. These two properties are reserved for conventional dwellings. The terms of the development agreement require compliance with the Leased Land Community Bylaw (Formerly called Mobile Home Park Bylaw). The operative provision in this Bylaw is that the land is owned by a single ‘Park Operator’. Essentially, the requested amendment would require continued compliance with the Leased Land Community Bylaw, but with permission to subdivide the mobile home lots. The development agreement would still apply to each new individual lot. Regardless, the DA needs to be maintained to allow mobile homes in the General Residential Zone, which would otherwise prohibit such dwellings.

The existing agreement also contains provisions for streets and services construction standards, lighting, signage, mobile home space coverage, accessory buildings, parking, home occupations, and other minor provisions. These provisions would remain unchanged, and would carry on with each individual lot. However, the requested amendment would affect two significant provisions as follows:

Street Construction and Traffic Circulation Standards – the existing agreement provides a street and lot layout, with the provision of a future street connection to Colin Court to the north-west of the subject property. However, the original layout was amended in 1992 without an indication of how that change impacts the entire property.

Peripheral Buffer, Open Space and Landscaping – the existing agreement requires a landscaped buffer around the periphery that includes a detailed tree planting schedule. It also requires the development and maintenance of a landscaped open space in the centre of the development to be maintained by the mobile home park operator. If the property is to be subdivided for individual lots similar to a conventional subdivision, the Town requires that 5% of the total subdivided land be conveyed to the Town for open space. Like the ‘Street Construction and Traffic Circulation Standards’ provision noted above, there appears to be a need to provide an updated plan that shows a revised street and lot layout, and a revised location for the open space. It should be noted that the Town would then take ownership of the open space, and would then be responsible for its maintenance.

## **RELEVANT POLICY AND DISCUSSION:**

Notification: Staff confirm that notification was completed in conformance with the Town’s Public Notification Policy.

MPS Policies: The existing 1989 development agreement followed the policy of the Municipal Planning Strategy (MPS) in place at the time. That MPS contained a policy that required new mobile home parks to be developed by development agreement rather than through rezoning land to the Mini Home Zone. The current MPS does not contain such a policy, but Policy A-5 *Amendment Criteria* applies to the amendment of a development agreement. These criteria are as follows:

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

With regard to the above criteria, Staff feel the requested amendment would have the following impacts:

1. Issues with respect to compliance with the agreement would be directed at individual lot owners rather than a single mobile home park operator. Given that the agreement will be registered on title with any newly created lot, the individual owners should be aware of what is required. Most of these requirements revolve around maintaining trees on their property. Similarly, compliance issues under the Dangerous and Unsightly Bylaw would be dealt with the individual lot owner, not the park operator.
2. The open space would become the responsibility of the Town rather than the park operator. While this added open space would increase the Town’s responsibilities, open space is part and parcel of any conventional subdivision.

3. Allowing the subdivision of lots could result in other requests from existing parks to subdivide, and/or further requests to allow mobile home subdivisions in other areas of Town if this type of development proves successful. In the past, requests to create new developments that include mobile homes have been strongly opposed by adjacent residential land owners in other jurisdictions. This is due in part to the stigma in the real estate market around mobile homes. Staff feel that if such requests materialize they will be dealt with on a case-by-case basis, with a view to the potential conflict and/or compatibility with adjacent uses.

It should be noted that other similarly sized municipalities all have a Mobile Home Park Bylaw that are defined by a single park operator. However, Truro requires that all new applications for land developed for mobile homes, individual lot subdivision is required. To date, Truro have not received any applications for mobile home subdivisions.

More generally, the MPS contains several objectives and policies, such as GP-4, Section 3.2 Residential Objectives (a) through (f), RP-11, and RP-12 that promote efficient use of land through infill and housing variety to promote affordability. As this development provides a unique type of home ownership (ie. Mobile homes on individual lots), and a degree of affordability, Staff feel that the requested amendment is generally supported by these policies.

#### **UPDATED PLAN AND AMENDING DEVELOPMENT AGREEMENT:**

The updated plan indicates a 3-phase development (Phase 1 is complete) with a total of 55 lots. Phase 2 contains 19 lots, provision of public open space, and a street connection to Cornwall Street. The third phase (FUTURE PHASE) is a preliminary street layout containing the balance of the 55 lots while maintaining a road reserve to the east allowing a connection to Colin Court. The lots and street meet the minimum requirements of the Land Use, Subdivision, and Leased Land Community Bylaws. The area marked 2,389 m<sup>2</sup> (0.59 acre) Public Open Space represents 5% of the total land area of development, minus the street ROWs.

As noted above, the draft Development Agreement would replace the existing agreements. As such, much of the new agreement terms and conditions come from the old agreements where appropriate. The key terms and conditions of the agreement are as follows:

1. The development is subject to the Land Leased Community Bylaw. Where individual lots are subdivided, the individual lots remain subject to all the same requirements of the leased land community and the agreement, except the owner of the individual lot is responsible for their own property.
2. The street and landscaping within Phase 2, including the public open space, must be completed prior to the Town approving any subdivisions or accepting ownership in that phase.

**CONCLUSIONS:** The proposal generally conforms to the relevant policies of the MPS and LUB, particularly with respect to housing affordability by offering a different type of home ownership.

**OPTIONS:**

- Option One: Recommend that Council enter into the amending development agreement to allow the subdivision of individual lots within Cumberland Ridge Drive.
- Option Two: Recommend that Council not amend the existing development agreement.
- Option Three: Defer the application and instruct Staff to provide more information or make changes to the draft agreement.

**STAFF RECOMMENDATION:** Option One

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

**Date:** October 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  
Bill Schurman, Director Recreation  
Greg Jones, Fire Chief  
Rebecca Purdy, Executive Assistant  
Tom McCoag, Corporate Communications Officer

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**1. CALL TO ORDER**

Mayor Kogon called the meeting to order at 7:00 PM.

**2. O'CANADA**

Kenzie Crossman, a grade 4 French immersion student at Spring Street Academy, sang the bilingual version of O'Canada.

**3. HEARINGS/PRESENTATIONS/PETITIONS**

**3.1 UNESCO - Walt Jones (6321)**

Walt Jones addressed Council with a proposal to help promote tourism and protect the historical nature of the town. He proposed that a petition be made to the federal government to add Amherst to the list of UNESCO historical sites to protect our heritage for future generations and encourage tourism. He ask Council member to sign the petition. He advised Council that he has already sought support of MP Bill Casey and MLA Elizabeth Smith McCrossin. A copy of Mr. Jones' presentation is included in the post-meeting agenda.

**4. APPROVAL OF AGENDA/MINUTES**

**4.1 Approval of the Agenda (6681)**

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

Motion Carried

4.2 Approval of Minutes - September 25, 2017 Regular Meeting (6680)

Moved By Councillor Blanch  
Seconded By Councillor Byrne  
To approve the minutes of the September 25, 2017 regular meeting

Motion Carried

5. REQUESTS FOR DECISION

5.1 Repeal Amherst Fire Department Bylaw (6392)

Moved By Councillor Jones  
Seconded By Deputy Mayor Christie  
To approve second reading of a Bylaw to Repeal the Bylaw Respecting the Management of the Amherst Fire Department

Motion Carried

**Bylaw to Repeal the Bylaw Respecting the Management of the Amherst Fire Department**

1. This is a by-law to repeal Bylaw Respecting the Management of the Amherst Fire Department.
2. The "Bylaw Respecting the Management of the Amherst Fire Department Bylaw" C-06, approved by Council on the 8<sup>th</sup> day of December, 1986 and amended on the 8<sup>th</sup> day of September, 1992, is hereby repealed.

5.2 Policy Respecting the Management of the Volunteer Component of the Amherst Fire Department (6660)

Moved By Councillor Jones  
Seconded By Councillor MacKenzie  
To approve the new Policy 68300-05 Respecting the Management of the volunteer component of the Amherst Fire Department

Motion Carried

**TOWN OF AMHERST POLICY RESPECTING THE MANAGEMENT OF THE VOLUNTEER COMPONENT OF THE AMHERST FIRE DEPARTMENT NUMBER 68300-05**

1 PURPOSE

The purpose of this policy is to define the management of the volunteer component of the Amherst Fire Department.

## **2 SCOPE**

This procedure applies to all prospective and active members of the volunteer component of the Amherst Fire Department.

## **3 THE FIRE DEPARTMENT**

This department is established to provide emergency services to deal with various emergency situation. The head of this department shall be known as the Chief of the department, who shall be appointed by the Council and reports directly to the Chief Administrative Officer (CAO).

In addition to the chief of the department, there shall be a Senior Deputy Chief, Assistant Deputy Chief (as deemed necessary), Captains, Lieutenants and as many volunteer members as is considered to be necessary, to ensure effective operation of the department.

This department shall not respond to a request for assistance with respect to fire or emergency outside of the limits of the Town of Amherst except:

- When in the opinion of the Chief of the Department, threatens property in the Town of Amherst or property situated outside the Town of Amherst that is owned or occupied by the Town of Amherst;
- In a municipality with which an agreement has been entered into with the Council, to provide fire protection, or at a property with respect to which an agreement has been entered into in writing, with any person, corporation or Association;
- or when requested to respond to a mutual aid request with other municipalities.

## **4 MEMBERSHIP REQUIREMENTS**

A person may apply to be an active volunteer firefighter with the fire department who:

- is not less than 19 years of age when applying;
- provides at least two references and a criminal record check;
- passes such written and/or oral tests, as requested by the Chief of the department;
- is medically fit to be a firefighter, as certified by a physician
- resides within the approved response area of the Amherst Fire Department.

## **5 MEDICAL EXAMINATIONS**

The Chief of the Department must be in possession of a Medical Certificate from a Medical Doctor certifying that the member is capable of carrying out all firefighting duties. The Chief may at his/her sole discretion, request an additional medical certificate from any member of the department, when deemed necessary. Failure to report for medical examination after directed to so, shall result in suspension, until the necessary certificate is obtained. All costs associated with such examinations shall be the responsibility of the member / candidate.

## **6 PROBATIONARY MEMBERS**

A person who is accepted as a probationary member of the department for firefighting duties shall be on probation for a period of 12 months, during which period they shall take such training and examinations, as may be required by the Chief of the Department. If a probationary member appointed for firefighting duties fails any such examinations or perform the required duties, the Chief of the department shall decline their appointment as a regular active member of the department.

## **7 DUTIES OF A FIRE FIGHTER**

Every member of the department shall report for duty at the time prescribed by the chief of the department and shall remain on duty until relieved. In the case where a member is failing to report for duty, the Chief officers shall be made aware of this by their company officer or the secretary of the department.

## **8 CODE OF ETHICS**

Members shall always conduct themselves, on and off duty, in a manner that reflects positively on them and the department. Shall recognize that they serve in a position of public trust that requires stewardship in the honest and efficient use of publicly owned resources, including uniforms, facilities, vehicles and equipment; and that these are protected from misuse and theft.

Members shall exercise professionalism, competence, respect and loyalty in the performance of their duties and use information, confidential or otherwise, gained by virtue of their position, only to benefit those they are entrusted to serve.

A member shall not criticize or ridicule the department, its policies and procedures, its officers or other members by speech, writing or other expression, when such speech, writing or expression is defamatory, obscene, slanderous or unlawful.

While in uniform or structural firefighting equipment, a member shall not enter any premises where alcoholic beverages or substances are sold or consumed, except in the performance of their departmental duties or as authorized by the Chief of the Department.

A member shall not report for duty or be on duty while under the influence of an intoxicating beverage or substance.

## **9 REMUNERATION**

The remuneration of all members of the department shall be determined by Council.

## **10 DISCIPLINE**

The Chief of the Department, after consultation with the fire department executive committee, may reprimand, suspend or dismiss a member for insubordination, inefficiency, misconduct, tardiness or for noncompliance with any of the provisions of this policy or the general operating guidelines that in the opinion of the Chief of the department, would be detrimental to the discipline and efficiency of the Department.

Following the suspension of any member, the Chief of the Department shall report, in writing, the suspension to the CAO.

In the case where a member is suspended for more than 7 days or dismissed, the Chief shall within 3 days of the suspension or dismissal give written notice to the member stating the date of suspension and reasons for the suspension or in the case of a dismissal, the reasons for dismissal.

Any member upon receipt of a notice of suspension or dismissal may within 5 days' request in writing to the Chief of the department, a hearing before the fire department executive committee.

## **11 PROMOTION**

Any member may make application to the Chief of the Department to qualify them for promotion to a rank immediately superior to their present rank. All promotions within the department shall be made by the Chief of the department upon receiving recommendations from the fire department executive committee.

Every recommendation for promotion of a member shall be reviewed by the fire department executive committee and shall be based on the evaluation of the proven ability of the member; physical fitness of a member; the attendance record of the member and any written or oral examinations as may be required by the Chief of the department.

When, in the opinion of the Chief of the department, all other factors for the promotion of two or more members are equal, seniority of service in the department governs.

The provisions of this section with respect to the promotion of members does not apply to the Chief or Deputy Chiefs.

## **12 DEMOTION**

The Chief of the department, may demote or remove from active duty any volunteer member based upon an evaluation of their inability to perform the required duties, their failure to meet the standard requirements for active duty as determined by the Chief of the department.

In the case where a member is recommended for a demotion or removal from active duty, the Chief shall within three days of making the decision give to the member written notice of the decision, setting forth reasons for the decision.

A member upon receipt of a notice of decision of demotion or removal from active duty may within five days of receipt of notice, shall submit an appeal request in writing to the Chief of the department. This request shall be reviewed by the Fire department executive committee within 5 days.

Upon completion of the hearing the Fire department executive committee shall provide the Chief of the department with their findings. The Chief of the department shall determine if the decision will be upheld or reversed.

The provisions of this section with respect to the demotion of members does not apply to the Chief or Deputy Chiefs

**13 REPRESENTATIVE COMMITTEE**

The representative committee shall consist of one elected firefighter from each company of the Amherst Fire Department, for a one-year term. These positions shall be voted on by the members annually, during the Amherst Fire Fighters Association meeting in October. Officers of the Amherst Fire Department shall not be a member of this committee.

Their duties shall be to assist firefighters, during an appeal hearing with the fire department executive committee. The representative committee member shall only represent a member from their own company. In addition, they shall only represent a member when requested to do so, by the member.

**14 HONORARY MEMBERS**

An active member may qualify to become an honorary member of the department after 20 years of active service in the Amherst Fire Department.

**15 CAPTAINS AND OFFICERS**

Each Company of the Department will be under the direction of a Captain and/or Lieutenant who is responsible to the Chief of the Department or Deputy(s), for the proper operation of the Company. Where the Chief of the Department designates a member to act in place of an officer, such member(s), when so acting, will have all the powers and shall perform all the duties of the officer that they replaced.

**16 SECRETARY**

The Secretary of the Department shall be appointed by the Chief of the department, and is responsible for collection and maintenance of an accurate record of attendance for each member; based on the recorded and approved roll calls. Shall create the annual honorarium report for the Chief of the department. Shall be a member of the fire department executive committee.

**17 FIRE DEPARTMENT EXECUTIVE COMMITTEE**

The Fire department executive committee shall assist the Chief of the department in performing all departmental duties with respect to the volunteer component of the department. The Fire department executive committee shall consist of all chief officers and the secretary of the department.

**18 DEPUTY CHIEF(S)**

In addition to the Chief of the department, there shall be a Senior Deputy Chief and when deemed necessary an assistant deputy chief shall be appointed by the Chief of the department. The Senior Deputy Chief or the Assistant Deputy Chief shall report directly to the Chief of the Department on the activities of the Companies and shall carry out all orders of the Chief, and in the absence of the Chief, has all the powers as prescribed by law.

The Deputies shall also be responsible for arranging a training program for the department. Assist in the prevention, control and extinguishment of fires. Respond and assist at such emergencies as may be required by the Chief of the Department.

**19 THE CHIEF OF THE DEPARTMENT**

The Chief of the Department is responsible to the CAO for the proper administration and operation of the Department, and for the discipline of its members, and may recommend to the CAO such policies that may be necessary for the care and protection of the property of the Department, for the conduct of the members of the Department and generally for the efficient operation of the Department, provided that such policies do not conflict with the provisions of any law or any policy of the Town of Amherst.

- Is responsible for the enforcement of this policy, general operating guidelines and departmental rules;
- Shall submit to the council a monthly report of response requests.

- Shall review periodically the policies and procedures of the department; and develop new general operating guidelines, procedures and policies as required.
- Shall take all proper measures for the prevention, control and extinguishment of fires, for the protection of life and property, shall enforce all laws respecting fire prevention and shall exercise the powers and duties imposed by the Nova Scotia Fire Safety Act, the Nova Scotia Fire Safety Regulations, and the Nova Scotia Municipal Government Act;
- All other duties as deemed by the CAO.

**5.3 Centennial Villa Crosswalk (6592)**

**Moved By Councillor MacKenzie**

**Seconded By Councillor Byrne**

**To approve the installation of the infrastructure necessary to accommodate the placement of a crosswalk from the east side of Church Street to the north east corner of the Pharmasave property to be funded from the current operating budget**

**Motion Carried**

**5.4 Sidewalk Machine RFP (6635)**

**Moved By Councillor Rhindress**

**Seconded By Councillor MacKenzie**

**To accept the proposal from Saunders Equipment for RFP-17-17 to supply a new sidewalk machine for a total cost of \$142,360 plus HST, to be funded from the 2017-18 Capital Budget**

**Motion Carried**

**5.5 Election of Deputy Mayor (6627)**

Mayor Kogon called for nominations to the Office of Deputy Mayor. Councillor Rhindress was nominated by Councillor Jones; Councillor Christie was nominated by Councillor Byrne. Mayor Kogon called three times for further nominations. There being none, nominations ceased and voting was done by secret ballot. The CAO determined that the vote was 5-2 in favour of Councillor Christie.

**Moved By Councillor Byrne**

**Seconded By Councillor Blanch**

**That Councillor Sheila Christie be appointed to the office of Deputy Mayor for the period November 1, 2017 to October 31, 2017**

**Motion Carried**

**5.6 Council Committee Appointments (6628)**

**Moved By Councillor Byrne**

**Seconded By Deputy Mayor Christie**

**That the following committee appointments, which expire on October 31, 2017, be extended to January 31, 2018, except where noted, and that staff be directed to prepare a report on the relevance of Council's participation in the current list of committees:**

### **Mayor Kogon**

- Audit Committee
- Committee of the Whole
- A. Animal Shelter
- Regional Emergency Management Committee

### **Deputy Mayor Christie**

- Audit Committee
- Committee of the Whole
- Amherst Board of Police Commissioners (October 31, 2018)
- Planning Advisory Committee
- Susan Taylor Theatre Advisory Committee
- VON Board of Directors
- YMCA Board of Directors

### **Councillor Blanch**

- Audit Committee
- Committee of the Whole
- Amherst Board of Police Commissioners (October 31, 2019)
- Municipal Alcohol Project
- Tree Advisory Committee
- Tyndall Wellfield Advisory Committee

### **Councillor Byrne**

- Committee of the Whole
- Cumberland Joint Services Management Authority (CJSMA)
- Regional Emergency Management Committee

### **Councillor Jones**

- Audit Committee
- Committee of the Whole
- Amherst Board of Police Commissioners (October 31, 2019)
- Senior Safety Advisory Group
- Tyndall Wellfield Advisory Committee

### **Councillor MacKenzie**

- Audit Committee
- Committee of the Whole
- Cumberland Public Libraries Board
- Planning Advisory Committee
- West Highlands Redevelopment Committee

### **Councillor Rhindress**

- Audit Committee
- Committee of the Whole

- Cumberland Joint Services Management Authority
- Northern Region Solid Waste Committee
- Planning Advisory Committee
- West Highlands Redevelopment Committee

**Motion Carried**

**5.7 Amend Amherst Youth Town Council Policy, 10350-21 (6691)**

**Moved By Deputy Mayor Christie**

**Seconded By Councillor Byrne**

**To approve the amended Amherst Youth Town Council Policy, 10350-21 to allow for the appointment of up to three County members**

**Motion Carried**

**5.8 Appointments to Amherst Youth Town Council (6631)**

**Moved By Deputy Mayor Christie**

**Seconded By Councillor Blanch**

**That Council approve the reappointment of the returning members to the Amherst Youth Town Council:**

- Olivia Pulsifer Grade 8, Amherst resident
- Austin Coates Grade 9, County resident
- Rohin Minocha-McKenney Grade 11, Amherst resident
- Rajan McKenney Grade 9, Amherst resident
- Allie Degenstein Grade 11, Amherst resident

**And that Council approve the appointment of the following new members to the Amherst Youth Town Council:**

- Mason Carter Grade 11, County resident
- Tegan Tran Grade 7, Amherst resident
- Bradeon Lines, Grade 9, Amherst resident
- Emily Jewers Grade 12, Amherst resident
- Abby Letcher Grade 10, Amherst resident

**Motion Carried**

**5.9 Development Agreement Amendment - Cumberland Ridge Drive.(6636)**

**Moved By Councillor Blanch**

**Seconded By Councillor MacKenzie**

**To approve first reading of the new Development Agreement DA-2017-13 that replaces the existing DA for the same property and schedule a public hearing to be held on November 27, 2017 at 6:30 PM**

**Motion Carried**

**7. INTERNAL COMMITTEE REPORTS**

**7.1 Planning Advisory Committee (6697)**

Councillor MacKenzie presented the report included in the agenda. This being an information item, there was no direction or follow up required.

**7.2 Amherst Board of Police Commissioners (6699)**

D/Mayor Christie presented the ABPC report included in the agenda. This being an information item, there was no direction given or follow up required.

**8. EXTERNAL COMMITTEE REPORTS**

**8.1 Cumberland Joint Services Management Authority (6699)**

Councillor Byrne presented the CJSMA report included in the agenda and addressed comments and enquiries from Council members. This being an information item, there was no direction given and no follow up required.

**8.2 L. A. Animal Shelter (6700)**

Mayor Kogon presented Shelter the report included in the agenda. This being an information item, there was no direction given and no follow up required.

**9. ADJOURNMENT**

**Moved By Councillor Jones**

**Seconded By Councillor Blanch**

**To adjourn at 7:55 PM**

# SYNOPSIS

## Cumberland Ridge – Development Agreement

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An application has been received from Cumberland Ridge Development Corporation for a new development to replace the existing development agreement, which will allow the lands of an existing Leased Land Community to be subdivided into individual manufactured home lots.

The existing development agreement allowing mobile homes on the subject property was approved in 1989, followed the policy of the Municipal Planning Strategy (MPS) in place at the time. The principle issue to be considered now is whether to allow the subdivision of individual mobile home lots, or maintain the status quo where the lots are leased by a single property owner (i.e. mobile home park owner). The new agreement would still require the current property owner to build the street and services, and develop a public park. All of these assets would be turned over to the Town upon confirmation that Town standards have been met. The new agreement, if approved, will require individual lot owners to adhere to the development agreement, the Leased-Land Community Bylaw, and all other relevant Town Bylaws. The agreement also restricts mobile homes older than five years from being brought into the development.

All relevant policies and procedures have been followed with respect to entering into development agreements. In many ways this issue is similar to an apartment building versus a condominium building, in that the development will appear the same regardless of who owns the individual units. The Planning Advisory Committee held two advertised public participation sessions on the matter, and has recommended that Council enter into the Development Agreement which replaces the existing one for the same property. Council approved first reading of the Development Agreement on October 23, 2017, and scheduled a public hearing, which was held earlier this evening.

### **MOTION:**

**That Council approve second reading of the new Development Agreement DA-2017-13 that replaces the existing Development Agreement for the same property**



## REGULAR COUNCIL

RFPD# 2018042

Date: Oct 23 and Nov 27, 2017

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### SUBJECT:

Cumberland Ridge – Development Agreement Amendment Request

### RECOMMENDATION OF THE PLANNING ADVISORY COMMITTEE:

That Council enter into the new development agreement to allow the subdivision of individual lots within Cumberland Ridge Drive.

### NEXT COURSE OF ACTION:

Consider first reading of the proposed amendment and schedule a public hearing to be held during the November 2017 Council meeting.

### STAFF COMMENTS:

All relevant policies and procedures have been followed with respect to amending development agreements. In many ways this issue is similar to an apartment building versus a condominium building, in that the development will appear the same regardless of who owns the individual units. The PAC held two advertised public participation sessions – the minutes of each meeting are attached.

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**RECOMMENDATION:** Report/Document: *Attached*  *Available* \_\_\_ *Nil* \_\_\_

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### KEY ISSUE(S) CONCEPTS DEFINED:

The decision to allow mobile homes on the subject property was made in 1989 when the original development agreement was executed. The principle issue to be considered now is whether to allow the subdivision of individual mobile home lots, or maintain the status quo where the lots are leased by a single property owner (i.e. Mobile Home Park Owner). As per the existing agreement, the amending agreement would still require the current property owner to build the street and services, and develop a public park. All of these assets would be turned over to the Town upon confirmation that Town standards have been met. The agreement would 'run with the land' requiring individual lot owners to adhere to the development agreement, the Leased-Land Community Bylaw, and all other relevant Town Bylaws. The agreement also restricts mobile homes older than five years from being brought into the development.

### RELEVANT POLICY:

The existing 1989 development agreement followed the policy of the Municipal Planning Strategy (MPS) in place at the time. That MPS required new mobile home parks to be developed by development agreement rather than through rezoning land to the Mini Home Zone. The current MPS does not contain such a policy, but Policy A-5 *Amendment Criteria* applies to the amendment of a development agreement. Policy A-5 addresses general planning matters such as the Town's financial and servicing capacity to accommodate the development; as well as, the consideration of the extent to which the development might conflict with adjacent land uses. In general, the development and subject amendment satisfies the intent of Policy A-5.



**RESPONSE OPTIONS:**

1. Enter into the Development Agreement as amended and recommended by the PAC
2. Reject the request to amend the Development Agreement.

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**IMPLICATIONS OF PAC RECOMMENDATION:**

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**GENERAL:**

This decision is not likely to result in broader consequences for the community.

**FOLLOW UP ACTION:**

First reading; public hearing; second reading.

**COMMUNICATION:**

Upon first reading, a public hearing will be advertised as per MGA requirements. Upon second reading, the right to appeal will be advertised, and the Provincial Director of Planning will be given notice of the agreement.

**OTHER COMMENTS:**

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**Submitted by:** Andrew Fisher  
Senior Planner

**Reviewed by:** Jason MacDonald  
Deputy CAO

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

Between:

**Cumberland Ridge Developments Incorporated** (owner of property located at Cumberland Ridge Drive [PID 25000829], hereinafter called the "Owner"),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy A-5 of the Municipal Planning Strategy of the Town of Amherst to amend the Development Agreement (Case No. Da-88-03) dated the 21<sup>st</sup> day of March, 1989, and a subsequent Amendment (Case No. Da-88-03 Amendment # 1) dated the 17<sup>th</sup> day of August, 1992 to allow the lands of an existing Leased Land Community to be subdivided into individual Manufactured Home lots.

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

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

AND WHEREAS the original Development Agreement (Case No. Da-88-03) dated the 21<sup>st</sup> day of March, 1989, and a subsequent Amendment (Case No. Da-88-03 Amendment # 1) dated the 17<sup>th</sup> day of August, 1992 shall be repealed and replaced as of the date this Agreement takes effect.

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

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' - Property Location Map and Site Plan

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

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may operate a Leased Land Community, also known as a mobile home park, subject to compliance with the Town of Amherst Leased Land Community Bylaw,

except where the individual manufactured home lots may be subdivided. Where individual manufactured lots are subdivided, each lot shall be subject to this agreement and the Leased Land Community Bylaw.

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

**SIGNED, SEALED AND DELIVERED**

In the presence of

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**THE TOWN OF AMHERST**

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David Kogon MD, Mayor

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Gregory D. Herrett, CAO

**FOR THE OWNER  
CUMBERLAND RIDGE DEVELOPMENT INC.**

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Susan Costin

## Schedule A

## Cumberland Ridge - Amending Development Agreement

### Terms and Conditions:

#### 1. COMPLIANCE WITH LEASED LAND COMMUNITY BYLAW

- A. That the Owner may construct and operate on the Lands a leased land community, subject to compliance with this Agreement and with all provisions of the Town of Amherst Lease Land Community Bylaw as the same may be amended from time to time, and except where the individual manufactured home lots may be subdivided.
- B. Where individual manufactured lots are subdivided, each lot shall be subject to this agreement and the Leased Land Community Bylaw.

#### 2. SINGLE-DETACHED DWELLINGS

- A. That use of the lands shall be for single-unit dwellings only.

#### 3. COMPLIANCE WITH APPROVED PLAN

- A. That the development shall be constructed, operated and maintained as indicated herein and in the text and graphic representation shown in Schedules “A” through “B” attached to and forming part of this Agreement.
- B. That no alteration of the lands and no location of a structure shall interfere with any drainage, and shall not cause to impede any swale or easement.

#### 4. WATER AND SEWER CONSTRUCTION STANDARDS

That the water supply and distribution, sanitary sewers, storm sewers and surface water drainage works shall be constructed in accordance with the requirements contained in the Town of Amherst Subdivision Bylaw.

#### 5. STREET CONSTRUCTION STANDARDS

- A. That streets for PHASE 2 and FUTURE PHASE shall be generally located as shown on Schedule “B”, and shall be constructed in accordance with the Town of Amherst Subdivision Bylaw. Alterations to the street layout within the area shown as “FUTURE PHASE on Schedule “B” shall not be considered a substantial change to this Agreement.
- B. That in addition to the requirements of the Town of Amherst Subdivision Bylaw, and prior to the Town approving the plan of subdivision for PHASE 2 and accepting ownership of the street and services, the Owner shall be responsible for construction of a complete street, including all base, asphalt, and curbing to a minimum width of eight (8) metres.
- C. That the Owner complete all topsoil and seeding between the curb and the property line.

#### 6. PERIPHERAL BUFFER, OPEN SPACE AND LANDSCAPING

A. That the Owner shall provide an install at least one tree selected from the following list, per lot, and said tree or trees are to be located in that part of the lot between the manufactured home and the street.

<u>SPECIMEN – BOTANICAL NAME</u>		<u>SIZE AND PLANTING SPECIFICATIONS</u>	
<u>Deciduous Tree Specimens</u>			
<i>Red Maple</i>	<i>Acer rubrum</i>	<i>Minimum 70 mm caliper @15cm. above ground</i>	<i>Ball and burlap or container</i>
<i>Sugar Maple</i>	<i>Acer saccharum</i>	<i>Minimum 70mm. caliper @15cm. above ground</i>	<i>Ball and burlap or container</i>
<i>Red Oak</i>	<i>Quercus borealis</i>	<i>Minimum 70mm. caliper @15cm. above ground</i>	<i>Ball and burlap or container</i>
<i>White Birch</i>	<i>Betula papyrifera</i>	<i>Minimum 70mm. caliper @15cm. above ground</i>	<i>Ball and burlap or container</i>
<i>American Beech</i>	<i>Fagus grandifolia</i>	<i>Minimum 70mm. caliper @15cm. above ground</i>	<i>Ball and burlap or container</i>
<u>Coniferous Tree Specimens</u>		<i>To be planted in wet areas only</i>	
<i>Red Pine</i>	<i>Pinus resinosa</i>	<i>Minimum 1.5 m. (height)</i>	<i>Ball and burlap or container</i>
<i>Red Spruce</i>	<i>Picea rubens</i>	<i>Minimum 1.5 m. (height)</i>	<i>Ball and burlap or container</i>
<i>White Spruce</i>	<i>Picea Glauca</i>	<i>Minimum 1.5 m. (height)</i>	<i>Ball and burlap or Container</i>

B. That the Owner shall replace any trees which are diseased, damaged or dead with new stock of the same species and specifications listed above,...

C. That prior to the Town approving a subdivision in PHASE 2 and accepting ownership of any streets, services, and Open Space, the Owner shall supply a landscaping plan for the Public Open Space that shall include at minimum the Owner installing topsoil, seeding, and a tree as specified above every 50 square metres.

- D. That the entire area of the proposed park not occupied by mobile homes, paved roadways or paved driveways shall be landscaped by seeding or sodding with good lawn grass, and such landscaping shall be kept in good condition by the Owner. Any areas to be excavated or filled in to facilitate the construction of roads or the installation of services shall be regraded upon completion of such work and any such regrading shall ensure that no slopes or banks exceeding 26% are created.
- E. That in all cases the required landscaping may incorporate trees and shrubs naturally found on the site, and that these may be used where they naturally occur or may be relocated as necessary and installed in the same manner as prescribed for nursery stock.

## 7. LIGHTING

That no person shall erect any sign or illuminate in an area outside any dwelling unit or building unless such illumination is directed away from adjoining properties and any adjacent streets.

## 8. SIGNAGE

That no person shall erect, repair or reinstall a sign once removed without first obtaining a development permit from the Development Officer in accordance with the Land Use Bylaw. All signs and all parts thereof shall be kept in a good state of repair and maintenance.

## 9. MANUFACTURED HOME SPACE COVERAGE

- A. That each space provided for a mobile home shall be designed with a minimum frontage of 18 metres and a minimum area of 560 square metres.
- B. The following requirements shall apply to manufactured homes and additions and other buildings or structures:
  - a) The minimum dimensions of a single unit mobile home shall be 13.0 m in length and 3.0 m in width. The manufactured home shall, in the opinion of the Building Inspector, be structurally sound and otherwise fit for human occupancy.
  - b) No building or structure shall be constructed or placed on any space in any manufactured home park except as hereinafter provided.
  - c) No building or structure shall be constructed or placed on any space in any manufactured home park except a building or structure permitted by the Land Use Bylaw.
  - d) The prohibition herein against any addition or accessory to a manufactured home shall not apply to a canopy or awning designed for use with such, nor to any expansion unit or accessory structure specifically manufactured for such, nor to patios, porches and skirtings which, in the opinion of the Building Inspector, are designed and erected so as to harmonize with the manufactured home.
  - e) The coverage of a manufactured home, together with any expansion or accessory structure permitted thereto by this bylaw, shall not exceed thirty percent of the total area of the manufactured home space on which it is placed.

## 10. ACCESSORY BUILDINGS

No accessory building shall be constructed or placed on a space in any manufactured home space except one utility building containing no more than 35 sq. m of floor area per dwelling unit space.

## 11. VEHICULAR PARKING

- A. That the Owner shall provide at least one off-street parking space for each manufactured home space and each parking space shall have a minimum width of 3 metres and a minimum length of 6 metres and be located on the manufactured home space for which it is intended.
- B. No more than 50% of the frontage of each manufactured home space may be used for parking.
- C. That each parking space and access drive or aisle shall be constructed and surfaced with hard material for use in all season and all weather.

## 12. HOME OCCUPATION REQUIREMENTS

That nothing in this Agreement shall prevent the use of a unit and its space for home occupation purposes (as defined in the Land Use Bylaw of the Town) provided that:

- a) The space is occupied as a residence by the user and the external appearance of the residence and any accessory building is not changed by the home occupation;
- b) There shall be not more than 1 assistant who is not a resident in the dwelling employed in the home occupation;
- c) Not more than 15% of the total floor area of the dwelling or 50 sq. m, whichever is less, is devoted to the home occupation, subject to:
  - i) in calculating the total floor area of a dwelling where a home occupation is being operated in an unfinished basement, attic, porch, sunroom or attached garage the total floor area of the basement, attic, porch, sunroom or attached garage shall be included in calculating the total floor area of the dwelling.
  - ii) in the case of a home occupation operating in an accessory building, the size of the home occupation shall not exceed 15% of the total floor area of the dwelling combined with that of any accessory buildings involved.
- d) One off-street parking space, other than that required for the dwelling, is provided for every 20 sq. m of floor space occupied by the home occupation;
- e) No mechanical equipment is used except that reasonably consistent with the use of a dwelling;
- f) No open storage or outdoor display is employed;
- g) No retail sales of merchandise shall take place on the property, other than incidental sales related to the home occupation;
- h) No commercial motor vehicle shall be kept in any area except for one commercial vehicle per unit not exceeding one tonne capacity. For the purpose of this requirement “Commercial Motor Vehicle” shall mean any motor vehicle or delivery body and includes ambulances, hearses, motor buses and tractors.

### 13. COMPLIANCE WITH OTHER BYLAWS, REGULATIONS

Nothing in this Agreement shall exempt any person from complying with the requirements of Leased Land Community Bylaw, the Building Bylaw or any other bylaw in force within the Town or to obtain any license, permission, permit, authority or approval required by any other bylaw of the Town of Amherst or statute or regulation of the Province of Nova Scotia. Where the provisions in this Agreement conflict with those of any other municipal or provincial requirements, the higher or more stringent regulations shall prevail.

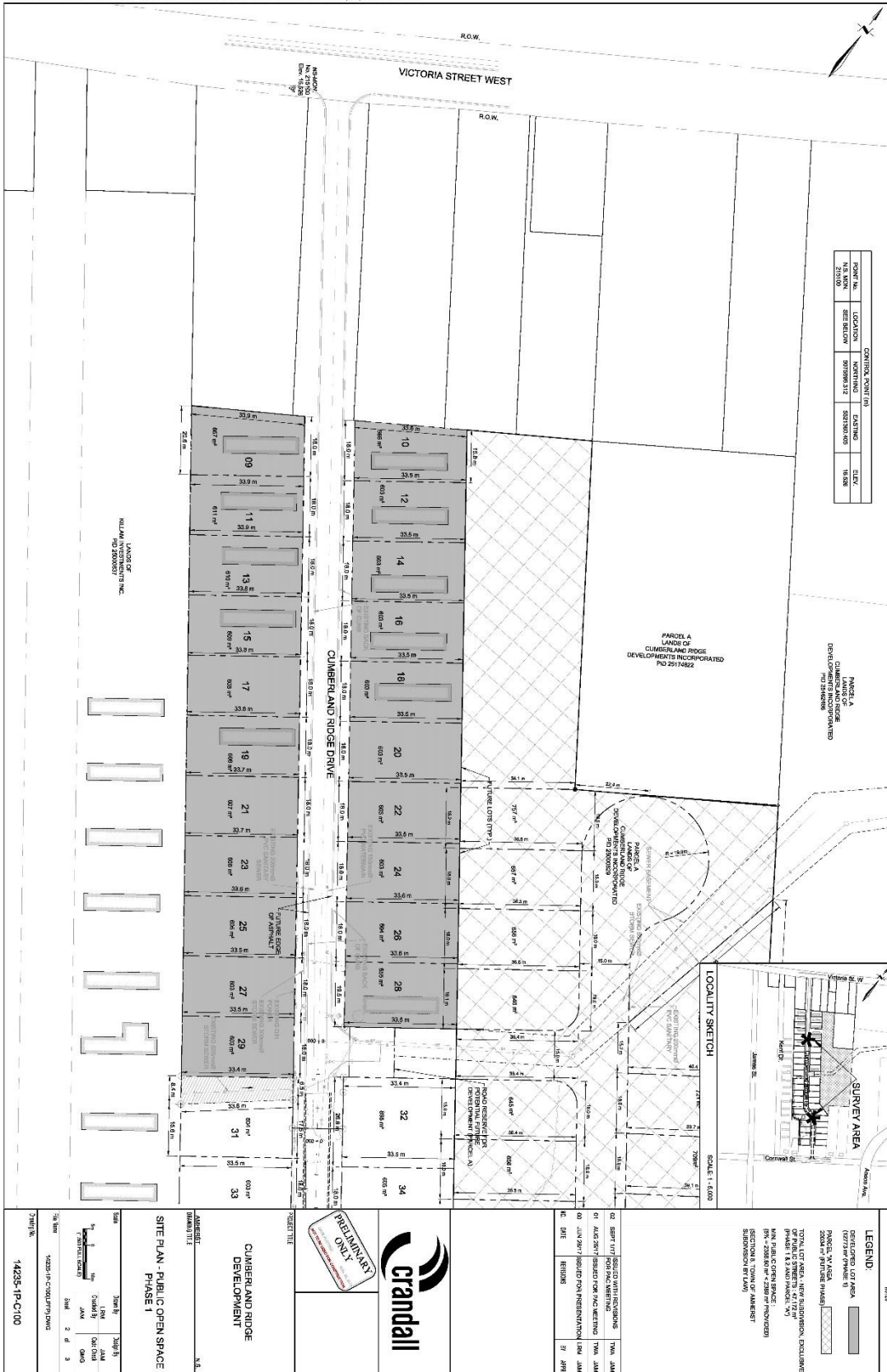


# SCHEDULE 'B'



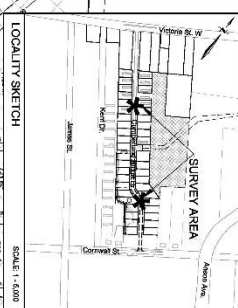
# SHEDULE 'B'

14235-IP-C100-VICTORIA STREET WEST DEVELOPMENT PHASE 1 PUBLIC OPEN SPACE



POINT NO.	LOCATION	EXISTING	DATE
1	SECTION 1	2015/05/12	16.08
2	SECTION 2	2015/05/12	16.08
3	SECTION 3	2015/05/12	16.08

PARCELA A  
LAND OF  
CLUMBERLAND RIDGE  
DEVELOPMENT INCORPORATED  
PID 29124622



**LEGEND**

EXISTING LOT AREA  
(2015/05/12)

PROPOSED LOT AREA  
(2015/05/12)

PUBLIC OPEN SPACE  
(2015/05/12)

PROPOSED PUBLIC OPEN SPACE  
(2015/05/12)

SECTION 1, 2 AND 3  
SUBDIVISION (1/1/14)

NO.	DESCRIPTION	DATE	BY
01	PRELIMINARY PLAN FOR THE CLUMBERLAND RIDGE DEVELOPMENT INCORPORATED	16/05/2015	JAM
02	FINAL PLAN FOR THE CLUMBERLAND RIDGE DEVELOPMENT INCORPORATED	27/05/2015	JAM



**PRELIMINARY**

**SITE PLAN - PUBLIC OPEN SPACE  
PHASE 1**

**CLUMBERLAND RIDGE  
DEVELOPMENT**

AMBERST, N.S.W.

DATE: 27/05/15

BY: JAM

CHECKED: JAM

DATE: 27/05/15

PROJECT NO: 14235-IP-C100

## **Town of Amherst Planning Advisory Committee Minutes**

**Date of Meeting:** Tuesday, October 10, 2017  
**Location:** Council Chambers, Town Hall

**Members Present:** Deputy Mayor Sheila Christie  
Councillor Wayne MacKenzie  
Councillor Terry Rhindress (Vice Chair)  
Citizen Appointee Glen Hudson (Chair)  
Citizen Appointee Gordon Goodwin  
Citizen Appointee Ronald Wilson

**Staff Present:** Deputy CAO Jason MacDonald  
Senior Planner Andrew Fisher  
D/U Premises Administrator Marc Buske  
Executive Assistant Natalie LeBlanc

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**1. Call to Order**

Chair called the meeting to order at 4:30 p.m.

**1.1. Approval of Agenda**

**Moved By: Deputy Mayor Christie**  
**Seconded By: Councillor MacKenzie**  
**That the agenda be approved as circulated.**

**Motion Carried**

**1.2. Approval of Minutes**

**Moved By: Councillor Rhindress**  
**Seconded By: Deputy Mayor Christie**  
**That the minutes of the September 6, 2017 PAC meeting be approved as circulated.**

**Motion Carried**

## **2. Cumberland Ridge**

### **2.1 Staff Report**

Mr. Fisher provided an overview of the staff report included as part of the agenda package. He emphasized that restrictive covenants are rooted in common law between property owners, and not enforceable by the Town. However in this circumstance, the Town can exercise a lot of control via the development agreement, in addition to various Town Bylaws such as the Land Use Bylaw, Subdivision Bylaw, Leased Land Bylaw and Solid Waste Bylaw. He then reviewed the proposed restrictive covenants submitted by the applicant with respect to whether the restrictions could be incorporated into agreement if appropriate. As such, staff recommended additional provisions to the agreement that restricted the homes to single-unit dwellings, and a provision that restricted the alteration of surface drainage installations. Staff also added a provision to prevent any dwelling to be located in this development that was manufactured more than 5 years prior to the date of the Development & Building Permit Application.

### **2.2 Committee Questions**

The Chair looked for clarity regarding restrictive covenant #3, which states that the land will only be used for a Manufactured Single Section Homes manufactured by a manufacturer and sold by a retailer approved by the Grantor. He also questioned the size of lots. Mr. Fisher responded that it is not in the Town's interest to dictate specific retailers, and that regardless of the width, all homes had to meet minimum yard setbacks.

Councillor Rhindress asked if two lots can be purchased and used as one. Mr. Fisher replied that there is nothing in the agreement to prevent consolidation of lots. Mr. Fisher also addressed Home Occupations, stating that although the proposed restrictive covenants prohibit home occupations, they are permitted in the agreement and the Land Use Bylaw. If it is felt that home occupations are not appropriate for this type of development, then it would be more appropriate to review the regulations in the Bylaw as it applies to all residential developments.

Mr. Wilson asked for confirmation that the restrictive covenants could only be enforced with the first owner of a said lot, and would not be applicable to any future owners if and when the property changed owners. He added that he would like to provide comfort to the community who came out, while at the same time go ahead with the application.

DM Christie suggested incorporating the restrictive covenants into the Terms of Sale. Mr. Fisher confirmed that the restrictive covenants are registered as part of the land sale. The Deputy CAO added that the Development Agreement is registered against the entire property, and therefore all future owners of a lot within this community would have to adhere to it, and the restrictive covenants.

Councillor Rhindress asked about landscaping requirements. Mr. Fisher confirmed these too are included as part of the Development Agreement.

The Chair asked how the restrictive covenants would be enforced. Mr. Fisher replied this would be done by civil suit outside the Town's purview.

**2.3 Recommendation**

**Moved By: Gordon Goodwin**

**Seconded By: Ron Wilson**

**To recommend that Council enter into the amended development agreement to allow the subdivision of individual lots within Cumberland Ridge.**

**Motion Carried**

DRAFT

## **Town of Amherst Planning Advisory Committee Minutes**

**Date of Meeting:** Wednesday, September 6, 2017  
**Location:** Council Chambers, Town Hall

**Members Present:** Deputy Mayor Sheila Christie  
Councillor Wayne MacKenzie  
Councillor Terry Rhindress (Vice Chair)  
Citizen Appointee Gordon Goodwin  
Citizen Appointee Ronald Wilson

**Members Absent:** Citizen Appointee Glen Hudson (Chair)

**Staff Present:** Deputy CAO Jason MacDonald  
Senior Planner Andrew Fisher  
Executive Assistant Natalie LeBlanc

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### **1. Call to Order**

Vice-Chair Councillor Rhindress called the meeting to order at 5:00 p.m.

#### **1.1. Approval of Agenda**

**Moved By: Deputy Mayor Christie**  
**Seconded By: Ronald Wilson**  
**That the agenda be approved as circulated.**

**Motion Carried**

#### **1.2. Approval of Minutes**

**Moved By: Councillor MacKenzie**  
**Seconded By: Deputy Mayor Christie**  
**That the minutes of the February 6, 2017 PAC meeting be approved as circulated.**

**Motion Carried**

## 2. Staff Report / Presentations

### 2.1 Cumberland Ridge

Mr. Fisher provided an overview of the staff report regarding an application by the property owner of the Cumberland Ridge Land Leased Community to amend the 1989 Development Agreement to allow subdivision and sale of the individual mobile home lots.

Councillor Rhindress asked if this is an attempt by the developer to have the Town take over the street, as well as the Highland Village Mobile Home Park, which is owned by the same developer. Mr. Fisher replied that the Cumberland Ridge Drive street and services will be conveyed to the Town, but like a conventional subdivision, will be built to the Town's standards under the Subdivision Bylaw. However, this will have no bearing on Highland Village that was built and maintained to an unknown standard.

Deputy Mayor Christie asked why this development was not built as per the original 1989 agreement, but instead built to the 1992 amendment of the agreement. Mr. MacDonald replied the only real difference in the two agreements of 1989 and 1992 was that the street was moved to accommodate larger mobile homes. DM Christie asked what advantage there is to the owner if the lots are subdivided. Mr. Fisher replied this question would be best answered by the developer; however, it is alleged that financing is easier to obtain if the land is owned rather than leased. DM Christie also wanted confirmation that the mobile homes in this community are currently metered and taxed, to which Mr. Fisher affirmed.

Mr. Goodwin asked if current mobile home owners in this community are included in the option to purchase the land their home sits on rather than lease it, and whether past lot rent paid would be credited towards the purchase price. Mr. Fisher again stated this question would be best for the developer to respond to, but that it is his understanding that current tenants would have the option to continue to lease or could purchase. Mr. Goodwin expressed concern that if in the future a developer wants to develop another mobile home park, or if current owners of other mobile home parks such as Roymac and Killam Properties would have issue with permitting this to happen in just one particular park.

Mr. Wilson asked if subdividing the lots would increase the overall tax assessment, to which Mr. MacDonald replied that it is difficult to know the impact but there could be an overall increase realized.

Councillor Rhindress asked if permanent foundations would be required if subdivision of the lots is permitted? Mr. Fisher replied no; however, they are required to have skirting. Councillor Rhindress asked who owns the two vacant lots that front onto Cornwall Street. Mr. Fisher replied they are owned by the developer; however, they are not permitted to have mobile homes on them. Councillor Rhindress further questioned the flooding on West Victoria Street, to which Mr. Fisher replied he was not aware of any flooding in this area of West Victoria Street.

Mr. Goodwin asked if the new owners of the subdivided lots would have to install services to Town standards. Mr. Fisher replied that the developer would be required to install services that meet Town standards. The subdivided lots would be sold as already serviced lots, but the owners would continue to be subject to Town Bylaws and standards.

**Moved By: Deputy Mayor Christie**

**Seconded By: Councillor MacKenzie**

**To conclude this portion of the regular PAC meeting at 5:45p.m.**

**Motion Carried**

**3. Public Participation Opportunity – Cumberland Ridge**

Vice-Chair opened the Public Participation Opportunity at 6:00pm, and welcomed the approximately 11 members of the public, including the applicant. The PAC's role was explained and PAC member introductions were made.

**3.1. Staff Presentation**

Mr. Fisher provided an overview of the requested amendment.

**3.2 Committee Questions**

Deputy Mayor Christie asked for confirmation that all infrastructure would be completed to Town standards before the Town took it over, to which Mr. MacDonald affirmed.

Mr. Goodwin asked if the public open space shown in Phase II would be turned over to the Town, to which Mr. Fisher affirmed.

Councillor Rhindress asked if a sidewalk would be required to be installed. Mr. Fisher replied it is not part of the current plan, and like any other Town street there is a process to determine where sidewalks are constructed.

**3.3 Owner / Public Questions & Comments**

The owner/applicant was invited to speak. Susan Costin indicated that the tenants who currently lease lots in Phase 1 have metered water services, and Phase II will be the same. She confirmed that current tenants will have the option to purchase the land they are currently leasing. Ms. Costin also confirmed that her application to subdivide the lots is due to the fact that it is more difficult for a perspective mobile home buyer to obtain financing on land-leased lots.

Deputy Mayor Christie asked if the lots are large enough to accommodate the newer style of larger mobile homes. Ms. Costin replied that mobile homes are currently 16W x 74L, and the lots are 60W x 110L.

Leonard Tower asked if the mobile homes will be required to have a permanent foundation under them. Mr. MacDonald replied no, there is no requirement for mobile homes to have a permanent foundation. Mr. Tower felt that this is contradictory if the lands are to be purchased and not leased, and asked why this is not permitted outside of

mobile home parks. Mr. MacDonald replied that it is against the Land Use Bylaw to have a mobile home outside of a mobile home park. Mr. Tower claimed that mobile homes have been permitted outside mobile home parks.

Betty Tower asked who would benefit if this application is approved. She feels the neighbors will be negatively affected and compared this park to the other mobile home parks in the immediate surrounding area.

Christine Dobson stated that if this park becomes the Town's responsibility to maintain it would be an additional cost to the Town.

Joe LeFurgey spoke in support of the amendment as a town resident, and real estate agent. He supported the motive for the amendment stating that potential mobile home buyers have difficulty securing financing for mobile homes without land. He also stated that mobile homes are not inexpensive, and can cost well over \$100,000. He added that Ms. Costin is not in the business of selling mobile homes, but wants to sell her land.

A resident who identified herself only as Kathy feels that no one will want to put a \$100,000 mobile home at the Cornwall Street end of this development, and is concerned that once someone buys a piece of land they will be free to put there what they like. She also expressed that she does not feel the Town needs more development, the population is decreasing, and the state of current mobile homes is deteriorating.

Angela MacLeod, a current resident of Cumberland Ridge, indicated that unlike the other mobile home parks there are strict covenants that need to be met.

Betty Tower asked why the Town is entertaining this idea. Mr. MacDonald replied that an application has been received and this is the process. Ms. Tower requested that the Town have a plan to ensure there is compliance with the proposed Development Agreement if it is approved. Her opinion is the park can be better managed if the lots are leased rather than owned.

Leonard Tower believes approving this application could potentially open the door for other mobile home park owners to want to do the same. Mr. MacDonald replied this likely would not happen as the infrastructure in the current mobile home parks likely does not meet the current standards.

Ms. Costin compared what she wants to do with other conventional subdivisions, where the buyer purchases the home and the lot as a package. She also stated that she would be willing to include restrictions on older homes being placed on a lot.

Luke Crocker asked why it would be easier to purchase a mobile home if the land was part of the deal rather than leased. Mr. MacDonald replied that the bank would likely consider a loan for a mobile home as more secure if it came with real property.

**3.4 Conclude Public Participation Opportunity and return to the regular Planning Advisory Committee meeting**

There being no further questions or comments the Vice-Chair concluded the Public Participation Opportunity at 6:50 p.m. and re-opened the Planning Advisory Committee meeting.

**Moved By: Deputy Mayor Christie**

**Seconded By: Councillor MacKenzie**

**That the Planning Advisory Committee be given more information around the covenants of this application and defer a decision until the next regularly scheduled Planning Advisory Committee meeting.**

**Motion Carried**

Mr. MacDonald outlined the process going forward, explaining that the next Planning Advisory Committee would take place on the first Monday in October, but would not be another Public Participation Opportunity. He further explained that the Planning Advisory Committee may recommend that Council approve or deny the application. Council will consider 1<sup>st</sup> reading of the amendment in October, and if approved, will hold a public hearing at their next regularly scheduled meeting in November.

**7. Motion to Adjourn**

**Moved by: Councillor MacKenzie**

**Seconded by: Deputy Mayor Christie**

**To adjourn the meeting at 7:00 p.m.**

**Motion Carried**

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Jason MacDonald, Deputy CAO, Operations

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Councillor Terry Rhindress, Vice-Chair

# Town of Amherst

## Planning Advisory Committee

### Minutes Excerpt

Wednesday, June 04, 2014

Council Chambers, Town Hall

PRESENT: Councillor David March  
Dale Fawthrop  
Cathy LeBlanc  
Glen Hudson  
Councillor Terry Rhindress  
Councillor Lisa Emery  
Jason MacDonald, Deputy CAO  
Andrew Fisher, Planner  
Rebecca Purdy, Executive Assistant  
Trevor Eisnor, Dangerous & Unsightly Premises Administrator

#### **3.2. Cumberland Ridge Development Agreement - Amendment**

The Planner reviewed the Development Agreement with Cumberland Ridge Development and the proposed amendments. The requested amendment is to allow the subdivision of individual mobile home lots. Cumberland Ridge would then be like any other subdivision in town; the lots would be owned not rented. Implications are: Park space would no longer be owned and maintained by the operator; it would be conveyed to the Town. In terms of enforcing the DA with reference to the lots, the Town would be dealing with individual lot owners, not the park owner. This particular park is unique in that it was developed with individual water meters; there would be no impact on the Town in terms of water supply/billing. The original layout would change, so an updated layout and drainage plan would be required. He suggests a recommendation to Council be deferred until the layout and drainage plan are submitted. Negative impacts are negligible; the proposed amendments are generally supported by the policies of the MPS. Staff recommend that it be allowed in principal but defer decision until after the plans are delivered.

The Planner addressed comments and enquiries from Council. The main question today: Is the committee open to considering changing the DA to allow sale rather than rental of lots. If yes, the developer will submit a plan. If there is no interest in allowing them to sell the lots, they won't bother to do these plans.

#### **4. Public Participation Opportunity 5:30**

The public participation opportunity on the proposed development agreement amendment commenced at 5:30 PM. There were approximately 24 people in attendance. The Chair introduced the members of the PAC.

The Planner provided a summary on the existing Development Agreement with Cumberland Ridge and the request to amend it to allow the subdivision of individual mobile home park spaces. He reported that staff do not see any negative impacts; individual lots would be owned as opposed to leased. The issue before PAC today is whether to allow this amendment to permit the subdivision of lots; if the Committee agrees, the amendment will proceed to Council after the developer presents an overall layout of the park.

The developer was invited to come forward and talk about the issue. Susan Costin Gairns, Manager of Cumberland Ridge Development, said when the community was first developed there were no issues with homeowners getting chattel mortgages; it is now more difficult to obtain such mortgages on leased property. Financing is easier to arrange if they purchase the land as well as the mini homes, thereby enabling the community will grow. Their intention is to only have new single section manufactured homes (new terminology for mini homes). In order for the developer to maintain the integrity of the community, they have no problems with having restrictive covenants for homeowners to be in the community. She said there are similar developments in Moncton and Truro where people purchase the home and the land. They will all be brand new homes built to or exceeding the NS building code.

The developer addressed comments and enquiries from Council.

Glen Hudson asked how many homes will be in the subdivision; Ms. Costin Gairns replied that at this point, in Phase One, there are 10 homes with capacity for 21. The original design had to be reconfigured to accommodate the larger manufactured homes since the park was first laid out. The green space is a requirement of the Town as a part of the future development. He asked if individuals would be able to move used mini homes into the new development; she replied that they have covenants in place now to prevent that.

Dale Fawthrop asked if the developer was willing to provide a plan for the development subsequent to Phase One. He wants to know where the street would be located; she replied that the street would follow the power line that is already in place, and the plan for future development, post Phase One, hasn't been done yet, but that she would gladly provide it once prepared. In terms of current homeowners in Cumberland Ridge, she said they be grandfathered; it would be open to negotiation with them whether they want to remain as tenants or purchase their lots.

The Chair asked about drainage plans. The Planner said we would need to see an overall layout of the street, but there has been a slight alteration - and we need to see an updated plan.

The Chair invited members of the public to address the PAC:

Leonard Tower questioned whether we had a Mobile Home Park Bylaw that governs such developments, and suggested that if this amendment is approved, what's to prevent him from putting a mobile home on a vacant lot of his; the reply was no, unless it was a part of an existing mobile home park, or granted by Development Agreement. The Development Agreement in question today was approved in 1989.

Betty Tower said it was under the mobile home park bylaw and if the lots are sold they will no longer be under that bylaw. They asked who will ensure compliance in terms of only new mini homes? She said there are DA's in place now that aren't enforced (Kent Drive). They are concerned (as owners of the adjoining property) that no one will ensure compliance with the DA if the individuals own the property. She said they are experiencing drainage problems with this development and it has been increasing every year. Mr. Tower asked if the two front lots would stay the same - Planner said they are not a part of the DA; they are outside the park.

Ron Borne asked what the process is - Planner advised restrictive covenants are between the developer and the tenants/property owners and not the Town. This is an informal information session with PAC to get information from the public. If PAC recommends approval, it will go to Council- which would go to 1st reading, then a public hearing in front of Council. then second

reading and council would vote whether to approve; notice goes in the paper and allows for a 14 day appeal period. After that, the proposal takes effect.

One gentleman asked if anyone did a traffic study in that area. He said there is excessive traffic on Cornwall. Chrissy Dobson said there are already too many mobile homes there resulting in depreciation of her land. She said there is a pond and that kids are playing on concrete things there. She said everything on West Highlands is taken from them, nothing given. "We don't want it to be all trailers there." She said people run through her back yard, steal things, and that there are drug dealers in the area.

Cathy Dobson - lives on Victoria Street - asked what this development encompasses. Ms. Costin Gairns said there are currently 21 lots; they want to sell each lot in the first phase. After that they will move on to the next phase - it will still be a mini home development, with sold as opposed to leased lots. The only leased lots will be the grandfathered ones. They have no intention of forcing any current tenants to purchase. Ms. Dobson said we need to do an assessment of the need for more such homes.

The D/CAO said we are here to address the planning issues. We are not debating the impact of 54 new homes on the neighbourhood - we are only debating whether they will be leased or owned. We never get into market forces. If a developer wants to take a risk, it is up to them. However, Ms. Dobson said she concurs with the Towers about drainage; the water comes down that street onto Victoria.

A woman who lives at 124 Victoria Street asked about a green space. The plan has not been developed yet. She was confused about how far she is from the development. She had a question about consolidation of her two lots. She was asked to come in and talk to planning staff about this.

A man (Marcel?) who lives on Cornwall asked when the development is through, will it be a mini home subdivision or a park? Green space will still be under the auspices of Cumberland Ridge. Planner said as mobile home park, operator would maintain the green space. As a subdivision, as a part of the agreement, the Town will require the developer to give about 5% of the land area as green space and require it to be planted and landscaped before handed over to the Town. The man mentioned the pond again, asking what will keep kids from drowning in the pond where they are playing. It's a duck pond. There is an issue - a pond was filled in about 6 years ago.

Leonard Tower asked he had his land zoned commercial, could he open a corner store? The Deputy CAO replied yes, that his land were to be zoned commercial he could. The Public Participation Opportunity concluded at 6:40 PM.

**Moved By: Glen Hudson**

**Seconded By: Cathy LeBlanc**

**To defer the matter to a future meeting after the developer submits a detailed plan, after which the committee will hold a second Public Participation Opportunity determine whether the issues raised are addressed and then decide on whether or not to recommend it to Council.**

**Motion Carried**

# Synopsis

## Insurance Services Provider

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In November 2015 the Town issued an RFP for insurance services, with Aon Reed Stenhouse being the successful proponent for the fiscal 2016-17. Then, in February 2017 Council approved a motion to renew the insurance services provision with Aon Reed Stenhouse for another one-year term ending March 31, 2018.

Our service with Aon Reed Stenhouse has been positive, and the existing term does allow subsequent renewals to the same carrier for up to a maximum of five years.

However, staff feel it is appropriate to go to the market with a Request for Proposals for the upcoming fiscal year 2018/19.

### **MOTION:**

**That Council give direction to staff to issue a Request for Proposals for insurance services for the upcoming fiscal year, 2018-19 as recommended by the Town of Amherst Audit Committee.**



## REGULAR COUNCIL

RFD# 2018049

Date: November 27, 2017

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

**SUBMITTED BY:** Vince Arbing, Director, Corporate Services

**DATE:** November 27, 2017

**SUBJECT:** Insurance Services 2018-19

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**ORIGIN:**

Annual insurance coverage requirements.

**LEGISLATIVE AUTHORITY:**

Procurement Policy 31700-02.

**RECOMMENDATION:**

That Council give direction to staff to issue a Request for Proposals for insurance services for the upcoming fiscal year, 2018-19 as recommended by the Town of Amherst Audit Committee.

**BACKGROUND:**

In November 2015 the Town issued an RFP for insurance services, with Aon Reed Stenhouse being the successful proponent for the fiscal 2016-17. Then, in February 2017 Council approved a motion to renew the insurance services provision with Aon Reed Stenhouse for another one-year term ending March 31, 2018.

**DISCUSSION:**

The Town of Amherst has been with the same insurance company for the last two years. Our service with Aon Reed Stenhouse has been positive; however, staff feel it is appropriate to go to the market with a Request for Proposals for the upcoming fiscal year 2018/19. The existing term does allow subsequent renewals to the same carrier for up to a maximum of five years.

The RFP process for insurance services is a long arduous job which will require a significant amount of time to prepare and review the RFP. We will need to begin the process soon to be ready for the expiry of the current arrangements on March 31, 2018. In the past we have hired a consultant to review the submitted proposals at a cost of approximately \$5,000. At this time, staff are recommending that the submitted proposals be reviewed in-house; engagement of a consultant may not be required, but will be considered if necessary after staff has had an opportunity to review the proposals.

**FINANCIAL IMPLICATIONS:**

Financial protection against possible insurance losses.



**COMMUNITY ENGAGEMENT:**

The procurement process (RFP) will invite interested, qualified agencies to submit proposals.

**ENVIRONMENTAL IMPLICATIONS:**

There are no environmental implications associated with this issue.

**ALTERNATIVES:**

1. That Council give direction to renew with Aon Reed Stenhouse for another one year term ending March 31, 2019 providing the renewal premium is reasonable.

**ATTACHMENTS:** N/A

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Report prepared by: Vince Arbing, Director, Corporate Services

Report and Financial approved by:

# Synopsis

## Appointment of Municipal Auditor

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The Municipal Government Act, section 42 (1) requires council to appoint a municipal auditor who is registered pursuant to the Act to be the auditor for the municipality. Jorgensen & Bickerton are registered municipal auditors, and have been providing this service to the Town for a number of years.

The Town of Amherst Audit Committee met on November 15, 2017 and at that time, approved a motion to recommend that Council appoint Jorgensen & Bickerton as the municipal auditors for the Town for the 2017-18 fiscal year.

### **MOTION:**

**That Council appoint Chartered Professional Accounting Firm Jorgensen & Bickerton to be the municipal auditor for the Town of Amherst for the fiscal year April 1, 2017 to March 31, 2018 as recommended by the Town of Amherst Audit Committee.**



## REGULAR COUNCIL

RFD# 2018044

Date: November 27, 2017

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

**SUBMITTED BY:** Vince Arbing, Director, Corporate Services

**DATE:** November 27, 2017

**SUBJECT:** Appointment of Municipal Auditor

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**ORIGIN:**

Annual Municipal Auditor Appointment

**LEGISLATIVE AUTHORITY:**

MGA Section 42(1) "The council shall appoint a municipal auditor who is registered pursuant to this Act to be the auditor for the municipality."

**RECOMMENDATION:**

That Council appoint Chartered Professional Accounting Firm Jorgensen & Bickerton to be the municipal auditor for the Town of Amherst for the fiscal year April 1, 2017 to March 31, 2018 as recommended by the Town of Amherst Audit Committee.

**BACKGROUND:**

Mr. Arbing presented a memo to the Audit Committee indicating the Committee had two options for making this recommendation to Council for the 2017-18 fiscal year.

1. Appoint Jorgensen & Bickerton; or
2. Direct staff to issue a Request for Proposals for a Municipal Auditor.

**DISCUSSION:**

Committee member Rob Small made the motion, seconded by Councillor Terry Rhindress, that the Audit Committee makes a recommendation to Council to appoint Jorgensen & Bickerton as the Municipal Auditor for the 2017-18 fiscal year. On the question, Mr. Small asked how much the audit cost last year. Mr. Arbing replied approximately \$22,000 + HST split between the general operating fund and the Water Utility Fund.

**FINANCIAL IMPLICATIONS:**

Approximate cost is \$22,000 + HST.

**COMMUNITY ENGAGEMENT:**

No community engagement at this time.



**ENVIRONMENTAL IMPLICATIONS:**

There are no environmental implications associated with this issue.

**ALTERNATIVES:**

1. Direct staff to issue a Request for Proposals for a Municipal Auditor.

**ATTACHMENTS:** N/A

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Report prepared by: Vince Arbing, Director, Corporate Services

Report and Financial approved by:

# Synopsis

## Police Vehicle Tender

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The approved capital budget for 201718 includes \$45,000 for the purchase of a new four-door sedan police vehicle and the installation of police equipment. A tender to supply the vehicle was issued with a closing date of October 11th, 2017. The tender included pricing to be submitted separately for an optional pre-wiring package and equipment.

The Town received two bids. Both were compliant and met the criteria, with the low bid from Hatheway Ford:

- |                                 |          |
|---------------------------------|----------|
| 1. Amherst Chrysler             | \$33,510 |
| 2. Jim Hatheway Ford Sales Ltd. | \$29,978 |

The Hatheway tender included the following amounts for the optional packages:

- Wiring packages 661/662 \$1,250
- Side sensors \$ 422:

It costs less to have this wiring installed at the factory than it does to have it installed by a third party, and will reduce the cost of the equipment installation. The side sensors are an additional safety feature which detects vehicles coming up from behind or are beside in the driver's blind spot.

### **MOTION:**

**That Council award the tender 17-11 – Patrol Vehicle – Amherst Police Department to Jim Hatheway Ford Sales at their bid of \$29,978 plus HST, including the optional pre-wiring packages and equipment in the amount of \$1,672 plus HST, for a total of \$31,650 plus HST, to be funded from the approved 2017-18 capital budget**



## AMHERST TOWN COUNCIL

RFD# 2018046

Date: November 20, 2017

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

**SUBMITTED BY:** Ian Naylor – Chief of Police

**DATE:** November 20, 2017

**SUBJECT:** Tender 17-11 – Patrol Vehicle – Amherst Police Department

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**ORIGIN:**

2017/2018 Capital Budget.

**LEGISLATIVE AUTHORITY:**

Purchasing Policy 3700-1

**RECOMMENDATION:**

That Council award the tender 17-11 – Patrol Vehicle – Amherst Police Department to Jim Hatheway Ford Sales at their bid of \$29,978 plus HST, including the optional pre-wiring packages and equipment in the amount of \$1,672 plus HST, for a total of \$31,650 plus HST, to be funded from the approved 2017-18 capital budget

**BACKGROUND:**

The approved Capital Budget includes \$45,000 for the purchase of a new four-door sedan police vehicle and the installation of police equipment. A tender for the supply of the vehicle was issued with a closing date of October 11th, 2017. The Town received two bids. Both were compliant and met the criteria:

- |  |                 |
|--|-----------------|
| 1. Amherst Chrysler                    | \$33,510        |
| 2. <b>Jim Hatheway Ford Sales Ltd.</b> | <b>\$29,978</b> |

**DISCUSSION:**

The low bid was from Jim Hatheway Ford Sales Ltd. The tender also included pricing to be submitted for separate, **optional** pre-wiring packages and equipment. The following quotes included in the Hatheway tender are being recommended to be added to the tender price listed above:

- |                            |          |
|----------------------------|----------|
| 1. Wiring packages 661/662 | \$1,250. |
| 2. Side sensors            | \$ 422.  |

The wiring packages will reduce the cost of the equipment installation. It costs less to have this wiring installed at the factory than it does to have it installed by a third party. The side sensors are an additional safety feature which detects vehicles coming up from behind or are beside in the driver's blind spot.



The addition of the options brings the total cost to **\$31,650** (plus HST).

An RFQ for the removal of the equipment from the current vehicle, installation into the new vehicle, and purchase of new equipment required will be completed once the new vehicle purchase has been approved. The RFQ cannot be completed before the vehicle make is known as the install requirements vary based on the make of the vehicle.

**FINANCIAL IMPLICATIONS:**

The approved capital budget for this item is \$45,000.

**COMMUNITY ENGAGEMENT:**

Community engagement has occurred in the form of the public tender process.

**ENVIRONMENTAL IMPLICATIONS:**

None to our knowledge.

**ALTERNATIVES:**

Do not award the tender at this time.

**ATTACHMENTS:**

None

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Report prepared by: Ian Naylor, Chief of Police  
Report and Financial approved by:

# Synopsis

## Accounting and Business Processes/Internal Controls Documentation RFP

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A request for proposals (RFP) was released to invite responses to retain a chartered professional accountant to document and map the accounting and business processes/internal controls for the Town of Amherst. Five proposals were received.

The criteria each proposal was ranked upon included cost of project, proponent profile/experience, individual team member experience, proposed schedule, social considerations, ease of understanding the proposal, the details/work plan/proposed methods for completion of the work, and how well the proponent demonstrated understanding the key deliverables of the RFP. The results of the evaluation are:

BDO Canada	84.4%
Grant Thornton	87.1%
Jorgensen & Bickerton	<b>92.4%</b>
Mclsaac Darragh	88.6%
MNP	84.6%

Jorgensen & Bickerton was the only proposal for which all proposed team members are chartered professional accountants. Jorgensen & Bickerton has indicated they will provide a status report at the end of each week and has expanded the scope of the project to cover 13 different areas including such things as procurement, capitalization of capital assets, etc.

The approved operating budget amount is \$25,000 including non-recoverable HST. The Jorgensen & Bickerton proposal is \$22,421 including non-recoverable HST.

### **MOTION:**

**That Council accept the proposal from Jorgensen & Bickerton for RFP-17-07 for Accounting and Business Processes/Internal Controls Documentation the amount of \$21,500 plus HST**



**AMHERST TOWN COUNCIL**

**RFD# 2018047**

**Date: November 27, 2017**

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

**SUBMITTED BY:** Vince Arbing, CPA, CA - Treasurer

**DATE:** November 27, 2017

**SUBJECT:** Internal Controls and Documentation RFP

**ORIGIN:**

2017/18 Operating Budget Item

**LEGISLATIVE AUTHORITY:**

Procurement Policy, 3700-01

**RECOMMENDATION:**

That Council accept the proposal from Jorgensen & Bickerton for RFP-17-07 for Accounting and Business Processes/Internal Controls Documentation the amount of \$21,500 plus HST

**BACKGROUND:**

A request for proposals (RFP) was released to invite responses to retain a chartered professional accountant to document and map the accounting and business processes/internal controls for the Town of Amherst.

**DISCUSSION:**

Five responses were received as a result of the RFP. Two of the five were eligible for application of our local preference policy for evaluation purposes. It should be noted that, had the local preference policy not been applied, Jorgensen & Bickerton would still have been the highest scoring proposal, and was the only respondent for which all proposed team members are chartered professional accountants. Jorgensen & Bickerton has indicated they will provide a status report at the end of each week and has expanded the scope of the project to cover 13 different areas including such things as procurement, capitalization of capital assets, etc. The criteria each company was ranked upon included cost of project, proponent profile/experience, individual team member experience, proposed schedule, social considerations, ease of understanding the proposal, the details/work plan/proposed methods for completion of the work, and how well the proponent demonstrated understanding the key deliverables of the RFP.

After evaluation and scoring, the proponents ranked:

BDO Canada	84.4%
Grant Thornton	87.1%
Jorgensen & Bickerton	<b>92.4%</b>
Mclsaac Darragh	88.6%
MNP	84.6%



**FINANCIAL IMPLICATIONS:**

The approved operating budget amount is \$25,000 including non-recoverable HST. The Jorgensen & Bickerton proposal is \$22,421 including non-recoverable HST.

**COMMUNITY ENGAGEMENT:**

Community engagement was made by the public release of the Request for Proposals. Two of the respondents were local companies.

**ENVIRONMENTAL IMPLICATIONS:**

There are none.

**ALTERNATIVES:**

Choose another proponent from the list that responded to the RFP.

**ATTACHMENTS:**

None.

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

# Synopsis

## **Outdoor Skating Rink Lease Agreement**

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Last winter the Town leased the property at the corner of Victoria Street and Maple Avenue from Kim W. Maddison Enterprises Ltd. for use as an outdoor skating rink for public use. From all accounts this was a very positive experience for all involved. There is a mutual desire from both the Town and the property owner to continue this community activity.

Staff have met with the owner of the property and negotiated a five-year lease. The terms of the proposed lease will see the Town pay the taxes on the property as well as carry public liability insurance. The property tax amounts to \$2,086 this year.

The Town will operate the rink and have full use of the property, including the parking lot, and will supply all materials and labour to operate the rink; last year the cost was approximately \$2,000. The property owner will make a one-time donation of \$1,500 to the Town to be used to supply apparatus such as benches or lighting for the rink.

### **MOTION:**

**That Council approve entering into a lease agreement between the Town and Kim W. Maddison Enterprises Ltd. for the operation of an outdoor skating rink on property known as PID 25005430 located at Victoria Street, and authorize the CAO to sign the lease agreement on behalf of the Town**



## AMHERST TOWN COUNCIL

RFD# 2018048

Date: November 27, 2017

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**TO:** Mayor Kogon and Members of Amherst Town Council  
**SUBMITTED BY:** Jason MacDonald  
**DATE:** November 27, 2017  
**SUBJECT:** Outdoor Skating Rink - Lease Agreement

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**ORIGIN:**

During the winter of 2016/17 the Town leased the property at the corner of Victoria and Maple Streets for use as an outdoor skating rink. There is a mutual desire from both the Town and the owner of this piece of property to continue this positive community activity.

**LEGISLATIVE AUTHORITY:**

Municipal Government Act Section 65; Power to Expend Money (K) Recreational Programs.

**RECOMMENDATION:**

That Council approve entering into a lease agreement between the Town and Kim W. Maddison Enterprises Ltd. for the operation of an outdoor skating rink on property known as PID 25005430 located at Victoria Street

**DISCUSSION:**

Last winter the Town leased the subject property and operated an outdoor skating rink for public use. From all accounts this was a very positive experience for all involved. Usage of the rink by the public was very good and it definitely created a positive 'vibe' in the community.

Staff have met with the owner of the property to negotiate a new lease for this year. The lease will see the Town pay the taxes on the property as well as carry public liability insurance. The Town will operate the rink and have full use of the property, including the parking lot. Mr. Maddison will make a one-time donation of \$1,500 to the Town to be used to supply apparatus such as benches or lighting for the rink.

**FINANCIAL IMPLICATIONS:**

The Town will pay the property tax on the property amounting to \$2,086 per year. In addition to the cost of the lease, the Town will supply all material and labor to operate the rink which last year was approximately \$2,000. Labor is difficult to estimate but based on last year we anticipate two hours per day on the days that the rink is in operation, which is obviously weather dependent. Whenever possible this work is completed during regular working hours, however, some overtime will be required. The property tax costs can be absorbed within the Recreation operating budget and the labor and material costs can be accommodated within the Operations operating budget.



**COMMUNITY ENGAGEMENT:**

Once the lease has been approved, an event for the signing of the lease can be organized and a social media communication strategy can be developed to promote the use of the rink and this public – private partnership.

**ENVIRONMENTAL IMPLICATIONS:**

There are no environmental implications as a result of operating the outdoor rink.

**ALTERNATIVES:**

1. Direct staff to negotiate changes to the agreement
2. Do not enter into the agreement and do not operate the outdoor rink
3. Operate an outdoor rink at some other location.

**ATTACHMENTS:**

Proposed Lease Agreement.

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Report prepared by: Jason MacDonald, Deputy CAO, Operations

Report and Financial approved by:

**THIS LEASE** made this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**BETWEEN:**

**KIM W. MADDISON ENTERPRISES LTD.**, a body corporate with head office in the Town of Amherst, County of Cumberland and Province of Nova Scotia.  
(hereinafter referred to as the "Landlord")

-and-

**TOWN OF AMHERST**, a municipal corporation in the County of Cumberland and Province of Nova Scotia.  
(hereinafter referred to as the "Town")

**WHEREAS** the Landlord owns PID 25005430 on Victoria Street in Amherst, Nov Scotia (herein called the "Property") on which is located a parking lot and concrete foundation floor (herein called the "Floor"), being the remnants of a demolished commercial building;

**AND WHEREAS** the Town wishes to use the Floor during the winter as an outdoor skating rink for use by the general public;

**AND WHEREAS** the Town may desire to utilize the Floor for other public activities throughout the year;

**AND WHEREAS** the Town desires to provide public parking on the site for the public utilizing the facility;

**AND WHEREAS** the Landlord desires for the community to benefit from the utilization of this property;

**NOW THEREFORE** in consideration of the mutual covenants herein contained, the Landlord hereby leases to the Town and the Town hereby leases from the Landlord, the Property in accordance with the following terms and conditions:

1. The Term shall commence on the date of execution and end on the 1<sup>st</sup> day of April, 2022 (the "Term").
2. The Town shall pay to the Landlord rent of \$1.00, receipt of which is acknowledged, for the Term of the Lease.

3. The Town shall pay the property taxes on the property for the term of the lease.
4. Upon the signing of the lease the Landlord will donate \$1,500 to the Town to be used for the acquisition and placement of apparatus on the property for use of the general public. Such apparatus may be, but not be limited to, bleachers, benches, lights, ramps, etc.
5. The Town shall have year-round use the Property for public purposes and specifically an outdoor rink on the Floor and may use the parking lot for public parking associated with the use of the property.
6. The Town may plow and salt and maintain the parking lot on the Property for rink and/or public parking during the Term but is not obligated to do so and may erect signage designating the parking lot for use by the public during the Term.
7. The Town shall indemnify and hold harmless the Landlord in relation to the use of the Property by the Town and the public during the term of the lease on the Property and affirms to the Landlord that it carries public liability insurance for all of its activities including the operation of the skating rink and other public uses on the Property and shall cause the Landlord to be added and kept as an additional insured during the Term of the lease or any renewal.
8. At the end of the term of this Lease, the Town shall remove all of its equipment and improvements associated with the use of the Floor as a rink.
9. The Landlord, at the Landlord's expense, may erect a sign indicating the Landlord's partnership and support for the outdoor skating rink. Sign content shall be subject to approval, in writing, of the CAO, and the location and design of such a sign shall be mutually agreed upon by both the Landlord and the Town.
10. The Town may sell advertising on the property, or otherwise partner with other individuals / organizations to aid in the development of the property as public recreational space.
11. The Town shall make no changes to the foundation, the Floor, or the parking lot on the Property during the Term without the approval of the Landlord in writing.
12. Either party may terminate the lease with 3 months notice provided in writing to the other party.

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

**SIGNED AND DELIVERED**

In the Presence of

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**KIM W. MADDISON ENTERPRISES LTD.**

Per:

\_\_\_\_\_  
Kim W. Maddison, President

**TOWN OF AMHERST**

Per:

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

# Synopsis

## Appointments to Youth Council

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At the October Council meeting, Council amended the policy governing the Amherst Youth Town Council to accommodate up to three non-Town residents, with the full complement remaining at 12. Council also approved 10 members to the youth council, five returning and five new. Two of the appointees are County residents.

Staff continued to solicit expressions of interest from the schools to fill the two vacancies, resulting in three expressions of interest.

The staff recommendation is to reappoint Jenna Clarke and appoint Grace Doncaster, which will bring the total membership to 12, the maximum allowed, three of whom will be County residents.

### **MOTION:**

**That Council approve the appointment of Grace Doncaster and the re-appointment of Jenna Clark to the two vacant positions on the Amherst Youth Town Council**

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

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

**DATE:** November 27, 2017

**SUBJECT:** Amherst Youth Town Council – Additional Appointments

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**ORIGIN:**

Follow up to the annual appointments to Youth Town Council made on October 23, 2017

**LEGISLATIVE AUTHORITY:**

Amherst Youth Town Council Policy, 10350-21, which was updated on October 23, 2017

**RECOMMENDATION:**

That Council approve the appointment of Grace Doncaster and the re-appointment of Jenna Clark to the two vacant positions on the Amherst Youth Town Council, bringing the total membership to 12, the maximum allowed, three of which will be County residents

**BACKGROUND:**

At the October Council meeting, Council amended the policy governing the Amherst Youth Town Council to accommodate up to three non-Town residents, with the full complement remaining at 12. Council also approved 10 members to the youth council, five returning and five new. Two of the appointees are County residents. Staff continued to solicit expressions of interest from the schools to fill the two vacancies.

**DISCUSSION:**

Three applicants were received for the two vacant positions on the youth council. The applications were discussed at an in camera committee of the whole meeting held on November 20, 2017.

**FINANCIAL IMPLICATIONS:**

The Amherst Youth Town Council was awarded \$1,000 under Community Support Grants in the 2017-18 Operating Budget. Appointing two members to the vacant positions will not affect this.

**COMMUNITY ENGAGEMENT:**

Expressions of interest were solicited through E. B. Chandler Junior High and Amherst Regional High Schools, as well as in the local newspaper, social media and the Town's website.

**ENVIRONMENTAL IMPLICATIONS:**

N/A

**ALTERNATIVES:**

Appointments are at Council's discretion.



**ATTACHMENTS:**

- Policy 10350-21 Amherst Youth Town Council

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Report prepared by: Bill Schurman, Director of Recreation

Report and Financial approved by

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**DEPARTMENT:** ALL TOWN DEPARTMENTS

**TITLE:** **Amherst Youth Town Council Policy**

Minutes reference date: 25 May, 2010 24 October 2011 25 November 2013 October 23, 2017

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**PURPOSE:**

To establish a policy for the governance of the Amherst Youth Town Council.

**BASIS:**

The Amherst Youth Town Council will act as an advisory body to Town Council on those matters within the influence of the Town of Amherst which have an impact on the youth of the Town, regardless of their cultural and religious identity, socio-economic background, intellectual and physical abilities, sexuality or gender. The Amherst Youth Town Council will improve the image of the Town of Amherst by raising the profile of the Town's youth. The Council will create community awareness of youth facilities, youth services, youth organizations and the opportunities and programs they provide.

**ROLE OF COMMITTEE:**

1. The Amherst Youth Town Council will identify and bring forward issues which have impact on the youth of Amherst and, while not directly under the control of the Town of Amherst, may be of sufficient significance to warrant the Town's consideration or support.
2. The Amherst Youth Town Council shall encourage its members to become more familiar with the workings of local government through education, involvement and participation.
3. The Amherst Youth Town Council will, through researching issues and presenting constructive solutions, act as a realistic advocate for the youth of our community.
4. The Amherst Youth Town Council will endeavor to participate actively in community events and activities in Amherst and through this involvement, foster a positive image for all young people.
5. The Amherst Youth Town Council may address, foster discussion or make recommendations to Town Council on issues pertaining to all levels of government.

**MEMBERSHIP:**

1. The Council shall appoint members of the Amherst Youth Town Council by resolution.
2. The maximum number of appointees on the Amherst Youth Town Council is 12
3. Members shall be students attending Amherst schools from grade 7 to 12 with a maximum of three members being County residents
4. The term for citizen youth appointees shall be one year, and members may be re-appointed to the Committee without limitations. Citizen appointee terms shall commence November 1<sup>st</sup> annually
5. In September of each year, advertisements for expressions of interested will be posted using appropriate media to reach youth. Council will appoint members for the new term prior to the end of October each year.

**MEETINGS:**

1. Meetings will be scheduled by the chairperson in consultation with staff. Generally meetings will commence at 4:00 PM.
2. The committee will meet bi-monthly or as required. The Amherst Youth Town Council will meet on at least one occasion annually with Amherst Town Council. All meetings are open to the public.

# MEMORANDUM

TO: Mayor and Council  
FROM: Gregory D. Herrett, CPA, CA – Chief Administrative Officer  
DATE: November 27, 2017  
SUBJECT: Recycling Issues

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This memo is a follow up to a presentation from Solid Waste Manager Stephen Rayworth at last week's Committee of the Whole meeting regarding solid waste issues and, in particular, the proposed move from single stream to dual stream recyclable collection.

The Cumberland Central Landfill is a joint venture of the three municipal units in Cumberland – The Towns of Oxford and Amherst and the Municipality of the County of Cumberland. The landfill is operated by the Cumberland Joint Services Management Authority (CJSMA). The CJSMA is governed by a six person board comprised of elected representatives from each of the units – three from Cumberland, two from Amherst and one from Oxford.

As you know, there was a fire at the recycling facility on September 12 which left the building damaged beyond repair.

The fire left the CJSMA with a number of issues to deal with.

First and foremost they had to devise a plan to immediately deal with the recyclable material that they receive on daily basis. In the fire they lost both the building and the sort line machinery. The CJSMA investigated the possibility of using a number of local buildings but none were suitable for this purpose. In addition, the cost of acquiring sort line equipment on a temporary basis was significant. These two factors led them to the conclusion that the only viable alternative was to seek a temporary arrangement with another recycling facility to process our materials. They had initial discussions with the Moncton facility but the inter-provincial issues proved too difficult to solve on a timely basis. Eventually, after consulting with a number of other facilities in Nova Scotia the CJSMA settled on an arrangement to ship recyclable materials to Scotia Recycling in Kentville for a two year period. Unfortunately, this interim solution necessitated the layoff of almost all of the employees in the recycling operation. The CJSMA was pleased to be able to offer all of these employees alternative employment locally with companies such as Dexter Construction and Oxford Frozen Foods. Most chose to take that offer. As noted, there are significant new costs with this interim ship and process arrangement for both transportation to and tipping fees at Scotia Recycling. The CJSMA is able to absorb these additional costs within the current tipping fee structure until the end of the current fiscal year March 31, 2018. However as these costs will continue for another two years, the Authority does not have the financial capacity to absorb these additional costs on an ongoing basis and an increase in tipping fees will be necessary to ensure that the facility stays financially viable and able to continue to provide the service.

During the CJSMA's investigation of alternative facilities to process the materials, it became obvious that each of them were collecting the material on a two stream basis – fibre in one bag, everything else in another. In fact, there is no other municipal facility in the province that is accepting recyclables from a one stream collection effort.

The fact that all three units are currently collecting on a one stream basis has impacted the tipping fee that the CJSMA is paying to Scotia Recycling because of the additional sorting that must be done on their end before they introduce the materials into their process. Making a switch to two stream collection should lessen these processing costs and the agreement with Scotia Recycling reflects this. It is unclear for now how municipal collection costs will be impacted but it's obvious that the contractors who collect the residential stream will have to either use different trucks or reconfigure the trucks that they currently use. The Town of Amherst's curbside collection contract expires in March of 2018 and staff are currently working on the terms of reference for the RFP so it is anticipated that contractual obligations to the contractor will not be an issue in this decision. The institutional, commercial and industrial (ICI) sector will likely see additional costs related to two stream collection as it may require another bin to hold the second stream and potentially higher trucking costs to get the materials to Little Forks.

At this point both the County of Cumberland and the Town of Oxford have expressed support for the switch to two stream. The formal process would require amendments to the Solid Waste Bylaw in each municipal unit.

Secondly, a longer term solution must be arrived at to deal with the recyclable material that is received by the CJSMA on a daily basis. There are presently essentially two options – continue with an arrangement to collect and ship the materials to another facility or rebuild a recycling facility at Little Forks and reestablish processing, sorting and marketing of the materials.

The potential costs of the collect and ship option were discussed above. With regard to the second option of rebuilding and processing locally, beyond the cost of municipal collections, there are two basic elements of cost – capital cost of the facility and the ongoing operating cost of the facility and material processing.

The CJSMA is currently working to determine the optimal design for a facility so that capital costs can be accurately estimated. The amount of the insurance proceeds from the fire have not yet been finalized, however what is known is that the proceeds will not be sufficient to fully fund a replacement facility and the shortfall will be in the hundreds of thousands, if not millions, of dollars dependent upon the outcome of the design work. Beyond the cost of operating the building and equipment a major component of cost is labour. Unfortunately, it is likely that fewer employees will be needed to process materials that come to the facility from two stream collection – quite simply there are fewer sort stations required. The marketability of the processed materials is also enhanced when a two stream collection process is used due to fewer problems with material contamination.

**The authority to make decisions with respect to this second issue rests with the Board of the CJSMA, not with the individual municipal units. The Board has not made any decisions with regard to the longer term issue. It is expected to take several months before the CJSMA will have all the information necessary to be in a position to make those decisions. It should be emphasized that, although there is not yet enough information to draw any conclusions, the construction of a new facility may also result in a cost structure that will impact tipping fees beyond the amounts discussed elsewhere in this memo.**

## **Conclusion**

To conclude, the more immediate issue that Council must make a decision on is whether to switch to a dual stream collection for recyclables. Given that all other processors in the province are dual stream and that our partners in the CJSMA, the Town of Oxford and the County of Cumberland, have both approved the switch, in principle, to dual stream, options are limited. The Board of the CJSMA, having heard a presentation from their staff, is recommending the switch.

In terms of financial impacts for residents, if the increases in tipping fees that have been suggested as being necessary by the CJSMA are implemented, initial estimates indicate that the uniform charge for solid waste levied by the Town of Amherst would have to be increased by \$16 to \$20. It should be emphasized that these are very rudimentary estimates and that the uniform charge will also be impacted by collection costs which won't be known until tenders for residential collection are received later on this winter. The financial impacts for the ICI sector are potentially significant as well given the requirement to separate, store and transport another stream. The ICI impacts will be specific to the individual circumstances of the location generating the waste and are not quantified at this time.

It should be noted that even if the Town of Amherst were to decide to stay with single stream collection, it can be argued that the CJSMA Board could decide to levy a differential tipping fee for single stream recyclables if the operation was configured to accept dual stream. With only two of the six seats on the Board, if both Oxford and Cumberland were in favour Amherst would not be able to impact such a hypothetical decision.

The formal process of switching to a dual stream collection would involve amending the Town's Solid Waste Bylaw D-20, a copy of which is attached. As Council is aware, the process of amending the bylaw would take the usual process of first reading (notice of intent) followed by public notice and then second reading (final approval), and publication.

Of course time is also a factor in this decision. The sooner the switch to dual stream is made (if indeed it is to be made) the sooner the benefit of a lower tip fee with Scotia Recycling can be accessed. As well, staff working on the RFP/Tender for solid waste collection will need to have an indication very soon as to direction to incorporate into the procurement documents.

It should be noted that almost no public consultation/communication has been done on this issue beyond the release that was provided last week by the Town of Amherst, with the assistance of the CJSMA. While options do appear to be very limited in terms of the ultimate decision to be made, Council may want to consider requesting that the CJSMA have some public information sessions prior to the final decision.

### **Recommendation**

**The recommendation from the CJSMA is to switch to dual stream recyclable material collection. It is recommended then, that Council give approval in principle to a conversion to dual stream recycling collection and that this approval in principle be communicated to the CJSMA, the Town of Oxford and the County of Cumberland. It is further recommended that Council direct staff to incorporate a dual stream option in the procurement documents currently being prepared for the upcoming tender call for residential solid waste collection. It is further recommended that Council direct staff to draft a bylaw to amend the Solid Waste Bylaw D-20 to reflect this change for the consideration of Council. Finally, it is recommended that Council request the CJSMA to hold and host a public information session, in Amherst, on this topic before the final decision (second reading) on the bylaw amendment is considered by Council.**

## NOTICE OF PUBLICATION

### Solid Waste By-law

NOTICE IS HEREBY GIVEN that Amherst Town Council, at a meeting held on April 26, 2011, adopted a new Solid Waste By-law, D-20.

The new by-law repeals and replaces the Town of Amherst Solid Waste By-law approved by Council on April 22, 2002 with amendments dated February 24, 2003 and April 30, 2007.

The new by-law includes a licensing requirement for commercial solid waste collectors, more detail on requirements for source separation and solid waste containers for the Industrial/Commercial/Institutional (ICI) sector, and the use of clear bags for both ICI and residential customers. The change to clear bags will take effect July 1, 2011, with an education period until May 1, 2012, when enforcement will commence.

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

THIS IS TO CERTIFY that the foregoing is a Notice of Publication regarding the adoption of the above Town of Amherst Solid Waste By-Law as published in the local newspaper on May 16, 2011.

GIVEN under the hand of the Town Clerk and under the seal of the Town of Amherst this 16<sup>th</sup> day of May 2011.

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

# Town of Amherst Solid Waste By-Law

1. This By-Law is entitled the “Town of Amherst Solid Waste By-Law” and is developed in accordance with *the Municipal Government Act 1998, Chapter 18, Section 325*.

## Definitions

2. In this By-Law:
  - (1) “**backyard composting**” means composting at a residential premise of organic solid waste comprised of yard waste and food scraps and spoiled or waste food or foodstuff excluding meat, fish, eggs or dairy products where:
    - (i) the waste is generated by the residents of the residential premise;
    - (ii) the annual production of compost on any property lot does not exceed 2 cubic metres;
    - (iii) the composter or compost pile is not located within 15 metres of any window or door of a structure on an adjacent property;
  - (2) “**biomedical waste**” means and is limited to carcasses of animals exposed to pathogens, disease waste, cultures and stocks, human blood and blood products, pathological waste, sharps waste, and other waste determined to be infectious;
  - (3) “**CJSMA**” means the Cumberland Joint Services Management Authority or its successors who manage the operation of the Little Forks Landfill at Cumberland County;
  - (4) “**collector**” means any person or corporation collecting solid waste in the Town for gain or profit licensed in accordance with section 7 of this by-law;
  - (5) “**collector license**” means a license to transport solid waste generated within the town of Amherst and issued by the Solid Waste Manager.
  - (6) “**commercial container**” means any container used for the storage of solid waste or any container used for the storage of organic materials or recyclable materials originating from industrial, commercial, or institutional premises on properties located in the Town of Amherst for collection by a hauler;
  - (7) “**compostables / organics**” means food scraps and spoiled or waste food or foodstuff including vegetable peelings, meat, fish, eggs, bones, waste food products, soiled and wet paper and soiled paper products such as table napkins, paper towels, pizza boxes, wet ashes, leaves and yard waste, together with such other organic materials as may, from time to time, be identified in public education documents suitable for municipal collection in compost bins;

- (8) “**compost bin**” means a wheeled aerated cart designed to be emptied by hydraulic lifting devices for the storage and municipal collection of compostables made available by or through the Town for that purpose;
- (9) “**composting**” means the nuisance-free biological decomposition of organic materials, substances or objects under controlled circumstances to a condition sufficiently stable for nuisance-free and safe storage and use in land applications;
- (10) “**construction, demolition and renovation debris**” means materials which are normally used in the construction of buildings, structures, roadways, walls and other landscaping material and includes, but is not limited to, soil, asphalt, brick, mortar, drywall, plaster, cellulose, fiberglass fibers, gyproc, lumber, wood, asphalt shingles, and metals and such other materials as may be permitted from time to time by regulations of the Province of Nova Scotia for disposal at a disposal site for construction, demolition and renovation debris;
- (11) “**contaminated soil**” means soil which
- (i. has been contaminated with and contains in excess of 2,000 parts per million of total petroleum hydrocarbons; or
  - (ii. Has been removed from a site because of actual or suspected contamination pursuant to a requirement or order of the Nova Scotia Department of Environment;
- (12) “**contamination**” generally refers to any item which is not acceptable in any given source-separated stream according to the definition of that stream. In the case of recyclable materials, contamination also refers to recyclable items which may be soiled or dirty, which renders such items non-recyclable;
- (13) “**Council**” means the council for the Town of Amherst;
- (14) “**curb**” means that portion of the public street right-of-way between the traveled portion of the street and the property line which parallels the street center line;
- (15) “**Cumberland Central Landfill**” means the solid waste processing and disposal complex at Little Forks which includes a sanitary landfill, a recycling plant, a compost processing facility, leachate treatment facility, leaf and yard waste area, contaminated soils area, a metal salvage area, and a demolition debris disposal site;
- (16) “**Enforcement Officer**” means the person appointed by the Town to be the Enforcement Officer or their designate;
- (17) “**hazardous waste**” means waste that may be harmful to humans, animals, plant life or natural resources including, but not restricted to, industrial chemicals, toxic, flammable, corrosive, radioactive, reactive, pathological and PCB waste, oil, gasoline, paint solvent, wood preservatives, ink, battery acid, pesticides and insecticides;

- (18) **“hospital and pharmaceutical waste”** means waste generated at hospitals, clinics, pharmacies, veterinary clinics, dentist offices and includes used needles, drugs, dressings, excluding pathological waste;
- (19) **“householder”** means owner, occupant, lessee, tenant or other person in charge of a dwelling, mobile home, hotel, restaurant, apartment unit, office building, public institution or other building or property, and includes the person assessed for the building pursuant to the Assessment Act, R.S.N.S. 1989, c.23;
- (20) **“ICI Sector”** means motel, restaurant, office building, public institution, manufacturing plant, retail sales outlet or any other premise not a residential premises as defined by this by-law;
- (21) **“owner”** means:
- (i. a part owner, joint owner, tenant in common or joint tenant of the whole or any part of the land or a building;
  - (ii. In the case of the absence or incapacity of the person having title to the land or building, a trustee, an executor, a guardian, an agent, a mortgagee in possession or a person having the care or control of the land or building; or
  - (iii. In the absence of proof to the contrary, the person assessed for the property;
- (22) **“pathological waste”** means any part of the human body excepting hair, nail clippings and the like, any part of a dead animal infected with a communicable disease, and non-anatomical waste infected with a communicable disease;
- (23) **“premise”** means any building or property in the Town;
- (24) **“public education documents”** includes newspaper or radio advertisements, newsletters, pamphlets, flyers or other material circulated by mail or delivery by or for the Town, CJSMA, the Nova Scotia Department of Environment or the Nova Scotia Resource Recovery Board;
- (25) **“reactive waste”** means a waste that reacts violently with water or is readily capable of detonation or explosive reaction including calcium carbide;
- (26) **“recyclable material”** means corrugated cardboard, newsprint, bond paper, glossy flyers and magazines, egg cartons, box board, computer paper and redeemable beverage containers, steel, tin or aluminum food containers or cans, glass food containers, jars and bottles, low density polyethylene bags and packaging, high density bags, containers and packaging, polycoat containers for milk, milk products, soya milk, concentrates or other liquids or powders, tetrapacks and any such other items as may, from time to time, be identified in public education documents distributed by the Town or CJSMA as suitable for municipal general recyclable material collection;

- (27) **“redeemable beverage container”** means a container of less than 5 litres which contains or has contained a beverage and was sealed by the manufacturer after the beverage was placed in it, other than a container for milk, mild products, soya milk or concentrates;
- (28) **“residential premises”** included single family dwellings, duplexes and apartment buildings with three dwelling units or less, but does not include a motel, hotel or inn;
- (29) **“residential solid waste”** includes compostables, recyclable materials and residual garbage generated at a residential premise;
- (30) **“residual waste”** means waste other than:
- (i. recyclable material;
  - (ii. compostables;
  - (iii. construction, demolition and renovation debris, pathological waste, reactive waste, septic waste, hospital and pharmaceutical waste, contaminated soils, friable asbestos, leaf and yard waste, sharps waste, white goods, or other material identified in this by-law as to be placed for collection only upon special collection dates;
  - (iv. notwithstanding subparagraphs (i and (ii hereof, residual waste may include compostables or recyclable materials to the extent separation of compostable and recyclable material was not reasonably possible for the waste generator because of the fusing or bonding together of materials in the state in which the waste generator received them or because of the reasonable cross-contamination of materials in the ordinary course of use by the waste generator if such contamination was unavoidable by the exercise of due diligence by the waste generator;
- (31) **“scrap metal / white goods”** includes items such as washers, dryers, dishwashers, stoves and refrigerators;
- (32) **“septic waste”** means the liquid and solid material removed from septic tanks, sewage treatment plants, and manholes, cesspools, privies and portable toilets;
- (33) **“sharps waste”** means hypodermic needles, syringes with needles attached, IV tubing with needles attached, dental scalers, scalpel blades and lancets that have been removed from the original sterile package;
- (34) **“solid waste”** includes recyclable material, compostables, and residual waste, construction, demolition and renovation debris, leaf and yard waste, contaminated soils and any other waste or discarded tangible personal property;
- (35) **“Solid Waste Manager”** means the Solid Waste Manager of the CJSMA;

- (36) **“stream”** means waste of the same kind being:
  - (i. compostables;
  - (ii. Recyclable material;
  - (iii. Residual waste;
  - (iv. Construction and demolition debris;
  - (v. contaminated soil;
  - (vi. solid waste of any type which is not acceptable at a municipal solid waste management facility; or
  - (vii. solid waste of any type which is only accepted on the occasion of special collections, or by contract, or by express approval in advance of the operator of a municipal solid waste management facility;
  
- (37) **“Town”** means the Town of Amherst;
  
- (38) **“unacceptable materials”** shall be defined as materials not accepted for disposal at the Cumberland Central Landfill, this includes but is not limited to biomedical waste and household hazardous waste;
  
- (39) **“yard and leaf waste”** means vegetative matter resulting from gardening, horticulture or landscaping, including materials such as tree and shrub trimmings, plant remains, grass clippings, leaves, trees and stumps, but excludes construction and demolition debris or contaminated organic matter.

**Source Separation**

- 3. Owners and occupants of property in the Town shall separate solid waste at the time of generation, and provide storage, placement for collection and disposal into uncontaminated separate solid waste streams as follows:
  - (1) compostables;
  - (2) recyclable materials;
  - (3) residual waste;
  - (4) construction, demolition and renovation debris;
  - (5) contaminated soil;
  - (6) solid waste of any type which is not accepted at a municipal solid waste management facility, each such type in its own stream; and
  - (7) solid waste of any type which is only accepted on the occasion of special collections, or by contract or by express approval in advance of the operator of a municipal solid waste management facility, each such type in its own stream.

## **RESIDENTIAL SECTOR**

### **Residential Solid Waste Disposal**

4. Except for the placement of solid waste for collection in accordance with this by-law, no person shall deposit, cause to be deposited or permit to be deposited solid waste at any place in the Town provided, however, that:
  - (1) backyard composting carried out in such manner as not to constitute a nuisance is permissible;
  - (2) no person shall place, cause to be placed for collection any solid waste that is not separated as required by Section 3 of this by-law or which is falsely or misleadingly presented or packaged as solid waste of a particular kind, type, stream or place of origin or which is concealed within or intermingled with solid waste of another kind, type, stream or place of origin;
  - (3) no householder in the Town shall permit the accumulation of solid waste in or around the property to the extent that it is or is likely to become a nuisance, unsightly or a hazard to public health;
  - (4) subject to statutes, regulations or laws of the Province of Nova Scotia or Canada to the contrary, the unconcentrated disposal of waste trees, brush or portions thereof or other organic farm or forestry waste by decay on forest or farm land is permitted; and
  - (5) subject to statutes, regulations or laws of the Province of Nova Scotia or Canada or other by-laws of the Town to the contrary, the nuisance-free disposal of aggregate, soil, bricks, mortar, concrete, asphalt pavement, porcelain or ceramic materials as fill is permitted.

### **Municipal Residential Collection**

5. Council may, by resolution, provide for municipal collection of solid waste by a contractor in some or all areas of the Town and, for greater certainty and without limiting Council's discretion to use different collection classifications, Council may limit collection to particular types of solid waste to properties containing not more than a specified number of residential households, and/or to commercial solid waste generators of a particular type or size or generating not more than a specified volume of solid waste, and may provide different collection services for any different class of waste generator.

### **Solid Waste Collection**

6. Except to the extent authorized by contract with the Town or by public education documents distributed from time to time, including but not restricted to public education documents or notices published in connection with special collection days, persons placing solid waste for collection shall comply with the following:

- (1) the frequency and schedule of collection of residual residential solid waste within the Town shall be determined by resolution of Council;
- (2) all solid waste shall be placed for collection within three meters of the curb, placed in such a manner as to interfere as little as possible with pedestrian traffic and snow removal;
- (3) residual waste shall be placed for collection in securely tied, transparent, colourless, plastic disposable water-proof bags of a dimension not smaller than 60 cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag and not more than six [6] such bags per dwelling unit shall be placed for collection on any one collection day;
- (4) general recyclable materials shall be placed for collection in securely tied, transparent plastic disposable water-proof bags of a dimension no smaller than 60 cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag. Not more than six [6] such bags or bundles per dwelling unit shall be placed for collection on any one collection date;
- (5) the collection of organic materials (compostables) shall be subject to the following conditions or such further conditions as the Town may establish by resolution:
  - (i. each residential premises shall have a compost bin as approved by the Town in which organics are to be placed for collection;
  - (ii. the compost bins are the property of the Town. The owner of the residential premises shall be responsible to ensure that such bins are kept secure on their premises and are kept in good repair;
  - (iii. storage of food scraps and spoiled or waste food or foodstuff, except as disposed of by backyard composting, shall be removed from every property by the occupant no less than once every two weeks and disposed of according to this by-law;
  - (iv. leaf and yard waste placed for collection shall, in the case of leaves, be placed in compostable/paper bags of a dimension no smaller than 60 cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag and not more than 10 such bags per residential premise shall be placed for collection on any one collection day. Brush and tree branches shall not exceed 1.5 m in length or 25 kg in weight and individual limbs shall have a diameter not exceeding 5 cm in diameter;
- (6) bulky items placed for special collection shall not exceed 50 kg in weight for any one item or 150 kg for all items for any one residential premise on any one special collection date and no individual item shall measure greater than 2.0 meters in any dimension;
- (7) except to the extent authorized by contract with the Town or by public education documents distributed from time to time, no person shall place for collection:

- (i. hazardous waste
  - (ii. hospital and pharmaceutical waste
  - (iii. pathological waste
  - (iv. asbestos
  - (v. septic waste
  - (vi. hot or dry ashes
  - (vii. dead animals
  - (viii. industrial waste, including non-residential farm, forestry or fishing waste
  - (ix. tires
  - (x. waste generated outside the Town
  - (xi. other materials or solid waste as may be identified as unacceptable for collection in public education documents distributed from time to time;
- (8) Scavenging
- (i. no person shall pick over, interfere with, disturb, remove or scatter any waste or bundled article placed out for collection, whether in a concealed container or otherwise;
  - (ii. no person shall permit or suffer any animal owned or harboured by him or under his control to pick over, interfere, disturb, eat, remove or scatter any waste placed out for roadside collection;
  - (iii. except as authorized by the Town, no person shall remove recyclable material or other solid waste placed or apparently placed for municipal collection by waste generators, owners or occupants and all recyclable materials are the property of the Town from the moment of placement for municipal collection. Nothing in this section relieves an owner or occupant from the duties set out in subsection [(12)] of section [6];
  - (iv. this section does not apply to the person who placed the waste material for collection or to the Town, its contractors or authorized Town collection contractors;
- (9) no person shall place solid waste for collection on a property other than solid waste generated on that property;
- (10) no person shall place waste from premises other than residential premises on municipal property for collection or other reason without written permission from the Town;

- (11) waste refrigerators and freezers shall either be stored inside or enclosed, locked child-proof building or shall have their doors removed from the appliance;
  - (12) solid waste containers, compost carts, uncollected waste and any waste scattered by animals, pests or weather shall be removed by the householder from the place where such solid waste was placed for collection not later than midnight on the day of collection.
7. Only the contractor hired by the Town is permitted to regularly collect solid waste from residential premises in Amherst.

**Special Collections**

8. Council may, by resolution, provide for special municipal solid waste collections on an occasional basis or may provide for municipal collection from a drop-off site, of particular types of solid waste, such as discarded Christmas trees, bulky items not eligible for regular municipal collection, household hazardous waste or other specified solid waste, and may limit such special collection in particular areas of the Town, to properties containing not more than a specified number of residential households and/or to commercial solid waste generators of a particular type or size or generating not more than a specified volume of solid waste.

**Solid Waste Containers**

9. The owner and occupant of every property in the Town shall provide sufficient and adequate receptacles or containers for solid waste which may accumulate from time to time on the property, and, without limiting the generality of the foregoing:
- (1) food scraps and spoiled or waste food shall be stored in compost bins or in other receptacles or containers that are water-proof, impervious to domestic and wild animals and rodents and which are designed to avoid the entrapment of children;
  - (2) compost bins or other receptacles or containers used for storage of food scraps and spoiled or waste food shall not be placed or kept within 2 meters of a window or door situated on an abutting or adjacent property;
  - (3) recyclable material and residual garbage shall be stored inside buildings or in receptacles or containers that are water-proof, impervious to domestic and wild animals and rodents, and which are designed to avoid the entrapment of children.

## INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL SECTOR (ICI)

### Industrial, commercial, Institutional Solid Waste Disposal

10. (1) Owners and occupants of properties in the ICI Sector which generate the following waste shall, either personally or by employees, contractors or agents and in compliance with all applicable federal, provincial and municipal laws, remove and dispose of such waste:
  - (i) all solid waste generated by industrial, commercial or institutional premises, facility or operation;
  - (ii) all solid waste resulting from construction of any kind, including renovation or repair;
  - (iii) all solid waste resulting from the demolition of a building or structure.
- (2) The Town, by contract with solid waste generators in the ICI Sector, may provide collection of solid waste and may, in such contract, vary any of the limitations or restrictions applicable to general municipal collection as set out herein.
- (3) The property owner of an industrial, commercial or institutional property shall ensure that:
  - (i) adequate space is provided on the property to accommodate containers for the collection of source-separated residual waste, organic materials and recyclable materials generated at the property;
  - (ii) where food is consumed on site, receptacles must be present to accommodate the collection and separation of residual waste, organic material, and recyclable materials for people disposing of such material;
  - (iii) signage clearly defined for the sorting of recyclables, organic materials and residual waste is to be located within three [3] meters of the commercial container(s);
  - (iv) where industrial, commercial or institutional properties have a chute, signage is required to be posted on every floor where access to a chute is provided to instruct tenants to the location of commercial containers for residual waste, recyclables, and organic materials.
- (4) The occupant of an industrial, commercial or institutional property shall:
  - (i) source separate all waste generated in the occupant's unit or portion of the building at the point of generation into residual waste, organic material, and recyclable material, so as to comply with the disposal bans and to facilitate their recycling, composting or disposal in accordance with the Town's waste resource management system;
  - (ii) place for collection source separated material in containers in accordance with Section 11 at the storage areas on the property as designated by the property owner;

- (iii) place all residual waste in securely tied, transparent, colourless plastic disposable water-proof bags of a dimension not smaller than 60cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag;
- (iv) where food is consumed on site, clearly label bags of solid waste generated and sorted by consumers of food with identifying labels or markers provided by the Solid Waste Manager for this purpose. This provision does not relieve the occupant of the requirement to source separate waste generated or handled by employees on site.

**Commercial Containers**

11. (1) Any person who makes use of a commercial container for the temporary storage of waste shall ensure that such commercial container:
- (i) is sturdily constructed of weather-proof and animal-proof material, and is capable of containing the material deposited within;
  - (ii) has displayed thereon the name and telephone number of the owner of the container and the type of material to be deposited therein;
  - (iii) has displayed thereon the following message “GARBAGE” or “WASTE” where residual waste is to be deposited in the commercial container;
  - (iv) has displayed thereon the following message “ORGANICS” where organic materials are to be deposited in the commercial container;
  - (v) has displayed thereon the following message “RECYCLABLES” where recyclables are to be deposited in the commercial container;
  - (vi) where it is not possible to display the appropriate message as outlined in this subsection directly on the commercial container, then appropriate signage shall be posted within three [3] meters of the commercial containers with the message indicating the materials to be deposited therein, and
  - (vii) any message required by this section shall use lettering not less than 10 centimeters in height and 4 centimeters in width;
  - (viii) is equipped with a lid with a positive closing device which shall be kept closed except when the container is being loaded or unloaded;
  - (ix) is cleaned regularly and periodically, as necessary to avoid the build-up of odours;
  - (x) where tenants are required to place materials in the container, the container shall be designed and situated to be reasonably accessible for this purpose.

- (2) The owner of any premises on which a commercial container is placed shall ensure that:
  - (i. where possible, any such container is kept behind or beside the building which it serves;
  - (ii. if kept in front of the building due to lot size and/or property configuration, such container is located at least six (6) meters from the front property line;
  - (iii. any such container is reasonably screened so as not to be visible from any street; and
  - (iv. any such container is kept in a manner that is not unsightly and does not cause a nuisance or health-related problem.
- (3) No person shall place a commercial container on any public street within the Town without the written permission of the Town Engineer.
- (4) The owner of any premises upon which a commercial container is located shall be responsible to:
  - (i. keep the area surrounding any such container free from litter and waste;
  - (ii. cause any such container to be emptied at least once in every seven [7] days or more frequently if the container becomes filled before the seven day period elapses unless the material is of a nature such that longer storage will not cause a nuisance or health related problem (e.g. dry or inert type materials, recyclable material, scrap metals, etc.);
  - (iii. to ensure that any such container is loaded uniformly and is loaded such that waste material is completely contained within the container when closed.
- (5) The owner of any industrial, commercial or institutional premises shall ensure that commercial containers on the premises:
  - (i accommodate source separated waste generated at that location;
  - (ii are designed and constructed such that the waste (residual waste, organic materials, recyclable materials) remains in a source separated condition; and
  - (iii are easily accessible to the occupants.
- (6) The owner of any industrial, commercial or institutional premises may make use of aerated organics containers specifically designed and approved for the storage and collection of source-separated organic materials from industrial, commercial or institutional premises provided the owner complies with the other applicable requirements of this Section 11.

- (7) Bulk commercial containers used during construction or repair work need not comply with paragraphs [11. (1)] and [11. (2)] of this by-law for temporary period of not more than six [6] months or until the completion of the construction or repair work, whichever is sooner.

## GENERAL

### Inspections

12. Where an inspection is required or conducted pursuant to this by-law:
  - (1) the Enforcement Officer may enter in or upon land or premises at a reasonable time without a warrant;
  - (2) except in an emergency, the Enforcement Officer shall not enter a room or place actually being used as a dwelling without the consent of the owner or occupier, unless the entry is made in daylight hours and written notice of the time of the entry is given to the owner or occupier at least twenty-four hours in advance; and
  - (3) where a person refuses to allow the inspector to exercise, or attempts to interfere or interferes with the Enforcement Officer in the exercise of a power granted pursuant to this by-law, the Enforcement Officer may apply to a judge of the Supreme Court of Nova Scotia for an order,
    - (i) to allow the Enforcement Officer entry to the building, and
    - (ii) restraining a person from further interference;
    - (iii) to recover all costs associated with any such order.

### Solid Waste Collectors

13. No person shall engage in the business of collection or transporting solid waste generated within the Town of Amherst, nor shall they deposit solid waste at the Cumberland Central Landfill unless the person holds a current collector License from the Town of Amherst for that purpose, obtained or renewed before March 31 in each calendar year.
14. The application for a Collector's License shall be made in writing, in duplicate, on such form as may be specified by the solid Waste Manager from time to time, and signed by the person applying therefore. Every application for a Collector License, including each annual renewal, shall contain the following information:
  - (1) the name, address and phone number of the applicant;
  - (2) the provincial motor vehicle registration number and description by make, model and year of any vehicles to be used by the applicant in connection with the collection or transportation of solid waste in the Town of Amherst;

- (3) a description of the types of solid waste for which a Collector License is sought;
  - (4) an annual license fee as determined from time to time by Council.
15. Licensed collectors shall use collection and transportation equipment which:
- (1) is insured for third party liability in such amount as may be required from time to time by the Solid Waste Manager or as listed in tender documents;
  - (2) is registered under the Motor Vehicle Act and which complies with all provisions of that Act or of any other applicable statute or regulation in effect from time to time;
  - (3) is driven by an operator with valid operator's permits of the requisite class for that type of vehicle;
  - (4) is designed and utilized in a manner which prevents any solid waste or liquid waste from falling out, being spilled, blown or scattered from the vehicle during collection or transportation and, in particular:
    - (i) must be equipped with a tailgate or other restraining device which shall be closed while the vehicle is in motion;
    - (ii) must be equipped with a cover, tarpaulin or other adequate protective device to prevent littering during collection or transportation of solid waste;
  - (5) if used in the collection of more than one type of solid waste, be designed, constructed and used in such a manner as to prevent cross-contamination between different solid waste streams;
  - (6) displays the name of the Licensed Collector in characters not less than 2.5 cm in height.
16. Licensed collectors shall:
- (1) refuse collection of solid waste which is not separated or otherwise placed for collection in accordance with the requirements of this by-law;
  - (2) haul in separate loads of solid waste collected in different municipal units, except as may be expressly authorized by the Solid Waste Manager;
  - (3) comply with the provisions of this by-law, including but not restricted to those concerning the placement or deposit of solid waste at municipal solid waste management facilities;
  - (4) attend courses or training seminars, as stipulated from time to time by the Solid Waste Manager regarding the collection and transportation of solid waste, the use of solid waste management facilities and the public education of solid waste generators;

- (5) comply with any directives or restriction on collection or transportation routes, or the timing, procedures or methods to be utilized in connection with the collection or disposal of solid waste at a municipal solid waste management facility as may be specified by the solid Waste Manager from time to time.
- 17. The Solid Waste Manager may refuse to issue or renew or may revoke or suspend a Collector's license for breach of the by-law or of the terms or conditions of a License. The Solid Waste Manager may suspend a Collector's License on reasonable and probable grounds without hearing or notice in the event of a willful breach of the by-law or a loss or apparent loss of vehicle/driver licensing, registration of insurance, in which event an interim suspension shall remain in effect for a period of up to 30 days pending a hearing. In all other instances, a refusal to issue or renew or a revocation or suspension of the license shall only be made by Council after convening a hearing.

**Prohibitions**

- 18. No person shall export or remove solid waste material generated within the Town of Amherst outside the boundaries of Cumberland County and all such solid waste shall be disposed of within the boundaries of Cumberland County and in accordance with this by-law.
- 19. For the purpose of Section 18., solid waste means solid waste materials including but not limited to residual waste, industrial/commercial/institutional waste, construction and demolition waste, mixed waste, and organic materials but does not include recyclable materials from industrial, commercial and institutional premises, pathogenic or biomedical waste, hazardous waste materials.

**Enforcement and Penalty**

- 20. Proof that solid waste that was deposited or placed somewhere in contravention of this by-law originating from a particular person shall be evidence that the person so deposited or placed it, or caused or permitted it to be so deposited or placed, in the absence of evidence to the contrary.
- 21. Any person who contravenes any provision of this by-law is punishable on summary conviction by a fine of not less than \$200 and not more than \$5,000 and to imprisonment of not more than 60 days in default of payment thereof.
- 22. Each day that a person commits an offence under this by-law constitutes a separate offence.

**Solid Waste Disposal**

- 23. It is the policy of the CJSMA that all materials brought for disposal to the Cumberland Central Landfill are source separated at the time of generation as per Section 3 of this by-law.
- 24. No person shall place, cause to be placed or permit to be placed at, in, or adjacent to a municipal solid waste management facility any solid waste when the facility is not open or when the operator or municipal staff of the municipal solid waste management facility refuses to accept a load or loads of items of solid waste.

**Scavenging**

- 25. No person shall remove material from the Cumberland Central Landfill without permission from Cumberland Joint Services Management Authority.

**Inspection and Enforcement at Cumberland Central Landfill**

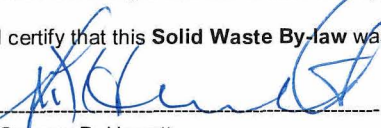
- 26. Loads entering the Cumberland Central Landfill site will be inspected. Waste haulers and generators are advised that CJSMA reserves the right to reject non-compliant loads or portions of loads and to recover additional waste management cost incurred due to the improper disposal of non-compliant materials by haulers and/or generators.

In the event materials are not in compliance with regulations for disposal at the site not identified by the site owners and operators until dumping of the materials has commenced or has been concluded, the collector and the originator of such materials shall be responsible to immediately remove the non-compliant materials from the site.

Any waste hauler/generator disposing of solid waste at the Cumberland Central Landfill must provide a manifest upon request.

**Repeal**

- 27. The Town of Amherst Solid Waste By-law, D-20, approved by Council on April 22, 2002 with amendments dated February 24, 2003 and April 30, 2007 is hereby repealed.

<b><u>Clerk's Annotation for Official By-Law Book</u></b>	
Date of First Reading: _____	28 March 2011
Date of Notice of Intent to Consider: _____	12 April 2011
Date of Second Reading: _____	26 April 2011
*Date of Advertisement/Notice of Publication* _____	16 May 2011
Date of mailing to Minister a certified copy: _____	16 May 2011
I certify that this <b>Solid Waste By-law</b> was adopted by Council and published as indicated above.	
	16 May 2011
Gregory D. Herrett, Town Clerk and CAChief Administrative Officer	Date
*Effective Date of the By-Law unless otherwise specified in the text of the By-Law.	

# Synopsis

## Dog Park

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On December 16, 2016 Council gave direction to staff to conduct a feasibility study on an off-leash dog park. On January 16, 2017, Council gave direction to get public input on the matter, which led to three public workshops held in August and September 2017. At the September 28, 2017 Committee of the Whole meeting, Council directed staff to “investigate the scope of work required to create, as a pilot project, an off-leash dog park within one of the ballfields of Robb’s Park”.

Staff feel that the pilot project as outlined in the attached report (which was presented to Council at the November 20, 2017 Committee of the Whole meeting) is a prudent way to gauge public demand for an off-leash dog park. This location provides relatively low cost, reversible opportunity to better determine if, how, and where such a facility might be provided on a more permanent basis. The Pilot project estimate is \$3,900, plus ongoing maintenance. Creation of an off-leash space in another location would cost roughly \$20,000 for the fencing alone.

### **MOTION :**

**That Council approve the creation of an off-leash dog park within the eastern-most baseball diamond (aka. Cecil Small Field) at the Robb Facility as a pilot project with a review of the facility’s use, location, features, and user feedback to take place in the fall of 2018**



## AMHERST TOWN COUNCIL

RFD# 2018045

Date: November 27, 2017

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

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

**DATE:** November 27, 2017

**SUBJECT:** Off-leash dog park – pilot project scope

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**ORIGIN:**

2017/18 Capital Budget.

**LEGISLATIVE AUTHORITY:**

Municipal Government Act (MGA) section 65 (ah) providing the power to spend money required by the municipality for, "...public grounds, squares, halls, museums, parks, and community centres".

**RECOMMENDATION:**

That Council approve the creation of an off-leash dog park within the eastern-most baseball diamond (aka. Cecil Small Field) at the Robb Facility as a pilot project with a review of the facility's use, location, features, and user feedback to take place in the fall of 2018

**BACKGROUND:**

On December 16, 2016 Council gave direction to staff to conduct a feasibility study on an off-leash dog park. On January 16, 2017, Council gave direction to get public input on the matter, which led to three public workshops held in August and September 2017. At the September 28, 2017 COW meeting, Council directed staff to "investigate the scope of work required to create, as a pilot project, an off-leash dog park within one of the ballfields of Robb's Park".

The enclosed site sketch shows the details and features of the off-leash space, and indicates the scope of work required. The existing fencing will be repaired and upgraded to prohibit dogs from exiting the space. The existing entries near the pavilion will be locked, and the main entrance will be located at the existing service entrance marked "Holding Area" on the sketch. At the entrance will be an intermediate area where dogs can be unleashed safely before entering the larger space. Signage will be posted at the entrance and inside the space, and will be augmented with additional signage as needed. Waste receptacles, and a portable bathroom will be located onsite. It is anticipated that the parking area and walkway to the entrance will be plowed when streets and sidewalks are done. The off-leash space will not be plowed. A water source will be seasonal.

The estimated materials and services cost to complete the above scope is as follows:



Entrance gates	\$1,000
Fence repairs and upgrades	\$1,500
Signage	\$500
Portable washroom rental	\$250
Contingency (20%)	\$650
<b>Total Estimate</b>	<b>\$3,900</b>

It is anticipated that Town staff will complete the labour in a timeframe of approximately two weeks, weather and unforeseen circumstances notwithstanding.

In response to the other public feedback related to dog walking, bag dispensers have been ordered and will be installed along the most heavily used routes when received. From the information gathered at the workshops, the most heavily used routes appear to be Victoria, Church, Willow, and Spring, but other locations will be considered to provide bags in other areas of Town.

**DISCUSSION:**

Staff feel that the pilot project as outlined above is a prudent way to gauge public demand for an off-leash dog park. This location provides relatively low cost, reversible opportunity to better determine if, how, and where such a facility might be provided on a more permanent basis. Alternatively, creation of an off-leash space in another location would cost roughly \$20,000 for the fencing alone.

**FINANCIAL IMPLICATIONS:**

2017/18 Capital budget includes \$25,000 for an off-leash dog park. The Pilot project estimate is \$3,900, plus ongoing maintenance.

**COMMUNITY ENGAGEMENT:**

Advertised public workshops held August 8, 17, and September 7. Recently, announcements were made via media release and social media platforms to update the public on development of pilot project scope of work. Ongoing community engagement is recommended should a pilot project be implemented.

**ENVIRONMENTAL IMPLICATIONS:**

Dog waste and noise from barking are significant issues that must be monitored, and mitigated where possible.

**ALTERNATIVES:**

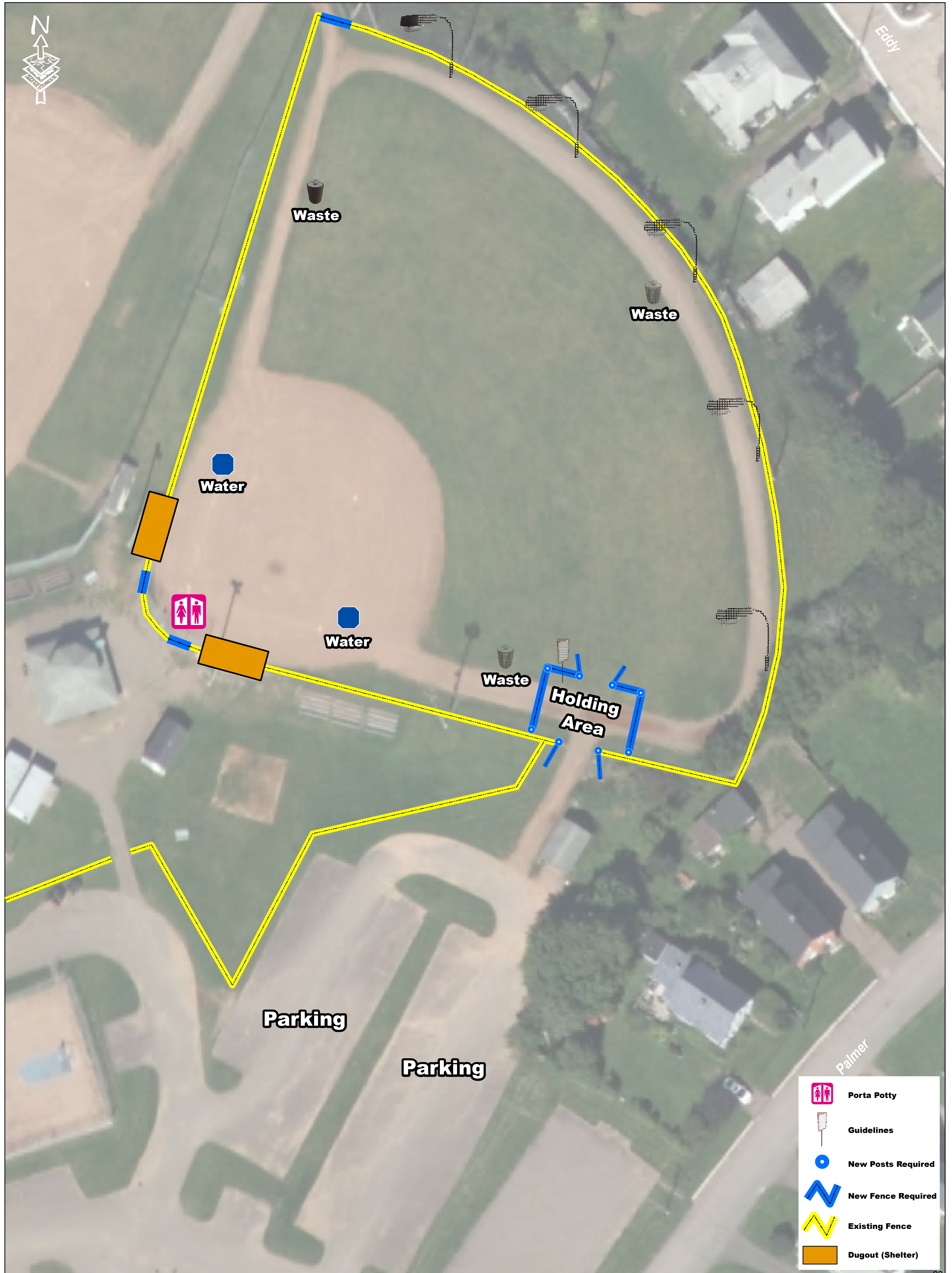
- 1) Do not pursue an off-leash dog park, and direct staff to take no further action.
- 2) Give direction to staff to implement the scope of work.
- 3) Give direction to investigate another location.

**ATTACHMENTS:**

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- 1) Off-leash dog park pilot project sketch
  - 2) Robb Complex Scheduling and Usage Report
- 

Report prepared by: A.Fisher

Report and Financial approved by:



-  **Porta Potty**
-  **Guidelines**
-  **New Posts Required**
-  **New Fence Required**
-  **Existing Fence**
-  **Dugout (Shelter)**

# Robb Centennial Complex – Scheduling and Usage

Robb Centennial Complex has two regulation-size slo-pitch diamonds with overhead lights and one regulation-size baseball diamond. The complex has full canteen service capability, a basketball court, playground, picnic areas, equipment storage, and washrooms. The facility is generally available at no charge. Some fees apply based on Town of Amherst User Fee Policy #03470-03.

## User Groups

Currently the complex is used by Senior slo-pitch, Men’s slo-pitch, Bantam baseball, and Midget baseball. In the spring and early fall, local schools also schedule use of the complex for slo-pitch and baseball.

## Scheduled Usage

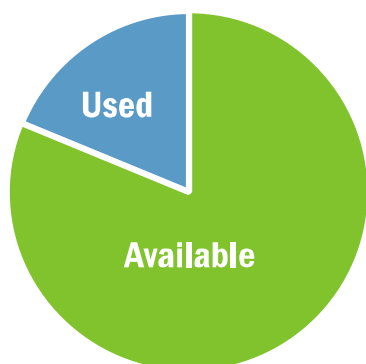
Dwight Jones and Cecil Small diamonds are equipped with lights and are available for scheduled use from Monday to Friday from 6:00 p.m. to 11:00 p.m. and on weekends from 9:00 a.m. to 9:00 p.m.

The baseball diamond is available from Monday to Friday from 6:00 p.m. until 9:00 p.m. and on weekends from 9:00 a.m. to 9:00 p.m.

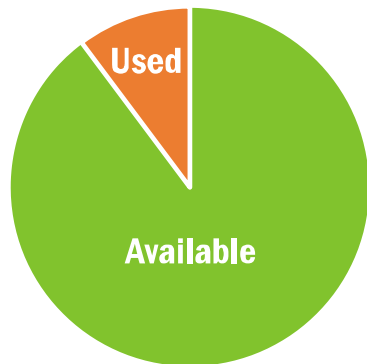
	<b>Dwight Jones slo-pitch</b> Mon-Fri 6:00 p.m. – 11:00 p.m. Sat-Sun 9:00 a.m. – 9:00 p.m.				<b>Cecil Small slo-pitch</b> Mon-Fri 6:00 p.m. – 11:00 p.m. Sat-Sun 9:00 a.m. – 9:00 p.m.				<b>Baseball</b> Mon-Fri 6:00 p.m. – 9:00 p.m. Sat-Sun 9:00 a.m. – 9:00 p.m.			
	Available Hours			Used Hours	Available Hours			Used Hours	Available Hours			Used Hours
	M-F	S-S	Total		M-F	S-S	Total		M-F	S-S	Total	
May	80	72	152	<b>39.75</b>	80	72	172	<b>2.5</b>	48	72	120	<b>21.25</b>
June	110	96	206	<b>68.25</b>	110	96	196	<b>52.25</b>	66	96	162	<b>34.75</b>
July	105	120	225	<b>54.5</b>	105	120	225	<b>23.5</b>	63	120	183	<b>36</b>
August	115	96	211	<b>65</b>	115	96	211	<b>36</b>	69	96	165	<b>9</b>
September	105	108	213	<b>5</b>	105	108	213	<b>0</b>	63	108	171	<b>17</b>
<b>Total</b>	<b>515</b>	<b>492</b>	<b>1,007</b>	<b>232.5</b>	<b>515</b>	<b>492</b>	<b>1,017</b>	<b>114.25</b>	<b>309</b>	<b>492</b>	<b>801</b>	<b>118</b>

All fields are available from Monday to Friday from 9:00 a.m. until 4:30 p.m. for scheduled or pickup use. In 2017, the Senior slo-pitch league used Dwight Jones field for a total of 32 hours on weekday mornings.

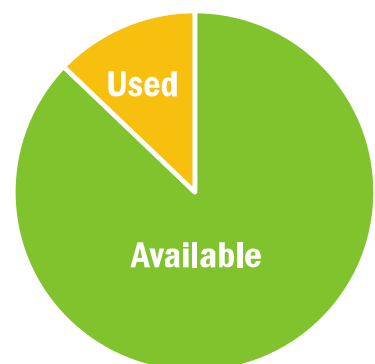
Fig. 1: 2017 Availability and Usage



**Dwight Jones**



**Cecil Small**



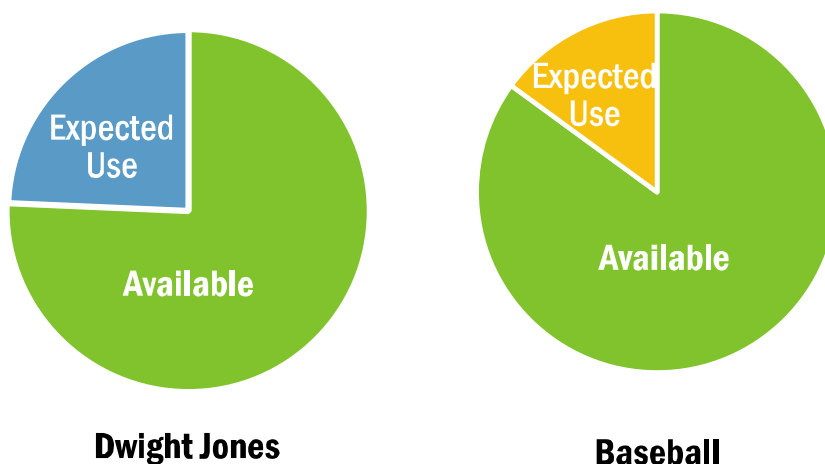
**Baseball**

## Two Field Scenario

Based on 2017, scheduled field use could be accommodated on two fields with collaboration and flexibility. There is also ample availability for additional use.

	<b>Dwight Jones</b> Mon-Fri 6:00 p.m. – 11:00 p.m. Sat-Sun 9:00 a.m. – 9:00 p.m.				<b>Baseball (Cecil Small)</b> Mon-Fri 6:00 p.m. – 9:00 p.m. Sat-Sun 9:00 a.m. – 9:00 p.m.			
	Available Hours			Expected Use	Available Hours			Expected Use
	M-F	S-S	Total		M-F	S-S	Total	
May	80	72	152	<b>40.75</b>	48	72	120	<b>22.75</b>
June	110	96	206	<b>110.25</b>	66	96	162	<b>45</b>
July	105	120	225	<b>73.5</b>	63	120	183	<b>40.5</b>
August	115	96	211	<b>94</b>	69	96	165	<b>16</b>
September	105	108	213	<b>5</b>	21	108	129	<b>17</b>
<b>Total</b>	<b>515</b>	<b>492</b>	<b>1,007</b>	<b>323.5</b>	<b>267</b>	<b>492</b>	<b>759</b>	<b>141.25</b>

Fig. 2: Two Field Scenario



## About Robb Centennial Complex

During the prime season from Victoria Day to Labour Day, the complex is open seven days a week from 9:00 a.m. to 9:00 p.m. It is attended by summer student staff, with support from full-time staff.

The staff maintain the park and provide a point of contact to people using the facility. Over the past few seasons, an increase in staffing has deterred disrespectful misuse of the park, and has supported the designation as a tobacco and alcohol-free facility. The park is locked overnight.

The complex is also available for use after Labour Day. However, it must be booked through the Town facility scheduler.

Facility scheduling procedures are published daily on Facebook and Twitter, as well as on the Town of Amherst website. An after-hours telephone line (staffed) is available for last-minute booking questions.

**Table 1: Typical weekly schedule: Victoria Day to Labour Day**

	<b>2017</b>			<b>Two field scenario</b>	
	<b>Dwight Jones</b>	<b>Cecil Small</b>	<b>Baseball Field</b>	<b>Dwight Jones</b>	<b>Baseball Field (Cecil Small)</b>
<b>Monday</b>	<b>10:00 AM - NOON</b> <i>Seniors slo-pitch</i>  <b>6:30 PM - 8:45 PM</b> <i>Men's slo-pitch</i> <i>(two games)</i>	<b>6:30 PM - 8:45 PM</b> <i>Men's slo-pitch</i> <i>(two games)</i>	<i>Open</i>	<b>10:00 AM - NOON</b> <i>Seniors slo-pitch</i>  <b>6:00 PM - 11:00 PM</b> <i>Men's slo-pitch</i>	<b>6:00 PM - 9:00 PM</b> <i>Bantam/Midget practice</i>
<b>Tuesday</b>	<b>6:30 PM - 8:45 PM</b> <i>Men's slo-pitch</i> <i>(two games)</i>	<b>6:00 PM - 8:00 PM</b> <i>Bantam practice</i>	<b>6:00 PM - 8:00 PM</b> <i>Midget practice</i>	<b>6:00 PM - 11:00 PM</b> <i>Men's slo-pitch</i>	<b>6:00 PM - 9:00 PM</b> <i>Bantam/Midget practice</i>
<b>Wednesday</b>	<b>10:00 AM - NOON</b> <i>Seniors slo-pitch</i>  <b>6:30 PM - 8:45 PM</b> <i>Men's slo-pitch</i> <i>(two games)</i>	<b>6:30 PM - 8:45 PM</b> <i>Men's slo-pitch</i> <i>(two games)</i>	<i>Open</i>	<b>10:00 AM - NOON</b> <i>Seniors slo-pitch</i>  <b>6:00 PM - 11:00 PM</b> <i>Men's slo-pitch</i>	<b>6:00 PM - 9:00 PM</b> <i>Bantam/Midget practice</i>
<b>Thursday</b>	<b>6:30 PM - 8:45 PM</b> <i>Men's slo-pitch</i> <i>(two games)</i>	<b>6:00 PM - 8:00 PM</b> <i>Bantam practice</i>	<b>6:00 - 8:00 PM</b> <i>Midget practice</i>	<b>6:00 PM - 11:00 PM</b> <i>Men's slo-pitch</i>	<b>6:00 PM - 9:00 PM</b> <i>Bantam/Midget practice</i>
<b>Friday</b>	<i>Open</i>	<i>Open</i>	<i>Open</i>	<b>6:00 PM - 11:00 PM</b> <i>Open</i>	<b>6:00 PM - 9:00 PM</b> <i>Open</i> <i>Bantam/Midget</i>
<b>Saturday</b>	<i>Open</i>	<i>Open</i>	<i>Open</i>	<b>9:00 AM - 9:00 PM</b> <i>Open</i> <i>Make-up games</i> <i>Tournaments</i>	<b>9:00 AM - 9:00 PM</b> <i>Open</i> <i>Bantam/Midget</i>
<b>Sunday</b>	<i>Open</i>	<i>Open</i>	<i>Open</i>	<b>9:00 AM - 9:00 PM</b> <i>Open</i> <i>Make-up games</i> <i>Tournaments</i>	<b>9:00 AM - 9:00 PM</b> <i>Open</i> <i>Bantam/Midget</i>

# Synopsis

## Budget Management Policy

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At the September 18 2017 Committee of the Whole meeting, Council directed staff to develop a policy regarding the preparation and approval of the annual operating and capital budgets, including the process and timeline by which the Mandatory Provincial Contribution Area Rate is set.

Staff presented a draft Budget Management Policy at the October 16, 2017 Committee of the Whole meeting. At that time, Council asked staff to further review and refine the policy to address the limits of the CAO's authority (which have now been included more appropriately in the Procurement Policy, also presented for Council's consideration this evening). In addition, the tax rates and area rates have been more clearly defined and the overall layout of the policy has been restructured for improved clarity.

### **MOTION :**

**That Council approve the Budget Development Policy, #3450-04**

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

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

**DATE:** November 27, 2017

**SUBJECT:** Budget Management Policy

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**ORIGIN:**

Direction of Council at the September 18, 2017 Committee of the Whole meeting,

**LEGISLATIVE AUTHORITY:**

MGA 47(1) The council shall make decisions in the exercise of its power and duties by resolution, by policy or by bylaw.

**RECOMMENDATION:**

That Council approve the proposed Budget Management Policy, #3450-04

**BACKGROUND:**

Council reviewed a draft Budget Management Policy at the October 16, 2017 Committee of the Whole meeting, and directed staff to revise it and present it at a future meeting. It was further reviewed and refined to incorporate the recommendations made by Council at that time, and presented to Committee of the Whole earlier this date.

**DISCUSSION:**

Council asked staff to refine the policy, including the authority of the CAO in the Capital Budget overruns to be replaced with something more appropriate. The limits have been removed from the Budget Management Policy and addressed more appropriately in the Procurement Policy.

The tax rates and area rates have been more clearly defined, and the overall layout of the policy has been restructured for improved clarity.

**FINANCIAL IMPLICATIONS:**

This policy applies to the operating and capital budgets for the Town as well as the budgets for the Amherst Water Utility.

**COMMUNITY ENGAGEMENT:**

Community engagement to this point involved peers in other municipalities and the Province. If adopted, community engagement will become a part of the budget process.

**ENVIRONMENTAL IMPLICATIONS:**

No environmental implications.



**ALTERNATIVES:**

1. Refer the draft policy back to staff for revisions
2. Do not adopt a budget management policy at this time.

**ATTACHMENTS:**

3450-04 Budget Management Policy for Council's approval

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

Report and Financial approved by:

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**DEPARTMENT: All Town Departments****TITLE: Budget Management Policy**Minutes reference date:

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**Policy Statement:**

1. The Town of Amherst (hereinafter referred to as “the Town”) strives for a high level of public confidence in its budgeting process and recognizes that the resulting tax burden has an impact on the overall financial burden of the taxpayers of the Town. The Operating and Capital Budgets will be posted on the Town’s website in order to create public awareness and understanding of the budget process, to educate the public about the financial position of the Town, and to facilitate their engagement in the financial decision making of the Town.
2. Public accountability is rooted in the belief that the public has the right to know and the right to be provided with reliable financial information. It is this sharing of information that opens the dialogue between citizens and elected representatives.

**Policy Objectives:**

3. The Town is committed to:
  - a) Preparing budgets in a fair, open, consistent, and transparent manner to establish the confidence of the taxpayer and other stakeholders;
  - b) Complying with the *Municipal Government Act* and other applicable laws or policies and resolutions of Council;
  - c) Promoting strategic business planning;
  - d) Ensuring Town operations function in an efficient and effective manner;
  - e) Being accountable for budget decisions.

**Definitions:**

4. For the purpose of this policy, the following definitions are provided:
  - a) Operating Budget: Budget document containing operating costs for day to day operations, transfers to other governments and agencies, transfers to reserves, and other fiscal expenditures; this document, as presented to and approved by Council, is used to calculate the tax rates, user fees and other charges;
  - b) Capital Budget: Budget document containing the capital plan for the current and future years; outlines the source of funding for each project and anticipated spending and the first year is approved by Council, with subsequent years approved in principle only;
  - c) Uniform Assessment (UA): An amount calculated by the Province of Nova Scotia which is calculated as the sum of all taxable assessments plus the capitalized value of all grants or payments received in lieu of taxes;

- d) **General Tax Rate:** This rate covers all operating costs, other than those costs covered by the area rates for Mandatory Provincial Contribution and Community Support. These costs include all municipal services such as fire, police, public works, recreation, economic development and administrative costs, less the revenue generated from such things as services provided to other local governments, sale of services, equalization, conditional grants, etc.

Not included in the general tax rate are costs for sewer and solid waste operations. Both sewer and solid waste have their own uniform charge that funds their operating expenditures.

User fees are set by the User Fee Policy (03470-03); sewer charges are set pursuant to the Sanitary Sewer Rates Bylaw (D-19), and the Solid Waste Management Uniform Charge is set by Council resolution.

The water rates are set pursuant to an Order of the Nova Scotia Utility and Review Board (NSUARB). Operating and capital budgets are approved annually by Council and submitted to the NSUARB.

- e) **Mandatory Provincial Contribution Rate** includes the cost of:

- i. **Education** – The Town is required (as are all municipalities) to provide funding to the Regional School Board under the *Education Act*. This mandatory education contribution is determined by taking the Town's Uniform Assessment figure and multiplying by the education rate as set by the Province of Nova Scotia.
- ii. **Property Valuation Services Corporation (PVSC - Assessment)** – The Town is required (as are all municipalities) to provide funding to pay a share of the cost of operating the provincial assessment system. The Town pays a portion of the total PVSC costs, based on the Town's share of Uniform Assessment and the Town's share of assessment accounts across the province.
- iii. **Correction Services** – the Town is required (as are all municipalities) to make a mandatory contribution to the Province to fund the cost of operations of the provincial correctional facilities for all of Nova Scotia. This includes youth and adult correctional facilities. The contribution is set by the Province of Nova Scotia and is based on the Town's share of Uniform Assessment (50%) and the Town's dwelling units (50%).
- iv. **Housing** – The Cobequid Housing Authority administers and manages 262 (2017) public non-profit housing units for seniors and families on low incomes within the Town. The Town is required to fund a portion of the prior year deficit of the Cobequid Housing Authority annually.

- f) **Community Support Area Rate** includes:

- i. **Community Support Grants Policy** - All costs that are covered in Policy 72000-08
- ii. **Tax Exemption Bylaw** – All costs that are covered by Bylaw B-1
- iii. **Tax Reduction Policy** - All costs that are covered by Policy 03800-02

- iv. Community Events – The Community Events covers costs for such things as the Town’s holiday events (Christmas light up, New Year’s Eve, Music in the Park, etc.), festivals and other events.
- v. Cumberland YMCA – The Town contributes to maintain the community YMCA pool by way of a one-cent levy on the Town’s commercial and residential tax rates. The Town also provides several in-kind services such as snow clearing and financial services.

**Application:**

- 5. This policy applies to budget activities of all departments of the Town effective (*date approved by Council*).
- 6. This policy applies to budgeting by the Town for Operating and Capital funds, including budgets for the Town of Amherst Water Utility.
- 7. The CAO will ensure budgeting practices are consistent with the *Municipal Government Act* and all other relevant provincial statutes.
- 8. The CAO will ensure a procedure is in place to guide Town staff in the budget process.

**Governance and the Budget Process:**

- 9. The Town of Amherst is governed by Town Council and operates under the Council/Chief Administrative Officer (CAO) system. As outlined in the *Nova Scotia Municipal Government Act*, it is the responsibility of the CAO to provide advice to Council and to administer the operations of the Town in accordance with the policies and programs approved by Council.
- 10. The fiscal year of the Town is April 1 to March 31. The annual budgeting process is preceded by a planning process that identifies priority initiatives for the upcoming fiscal year, based on the strategic directions previously established by Council.
- 11. Municipalities in Nova Scotia are not permitted to accumulate deficits. Municipal debt, with few exceptions is permitted only for the acquisition of capital assets which the municipality defines as acquisitions of tangible capital assets greater than \$5,000 with an estimated useful life in excess of one year.
- 12. On an annual basis, costs are established for programs and initiatives and are reflected in the Operating and Capital budgets. Tax rates are calculated to generate the revenue required to fund the various programs and services. These rates are determined in conjunction with the annual assessments of properties in the Town, as established annually through the Assessment Roll generated by the Nova Scotia Property Valuation Services Corporation (PVSC).

**Calculation of Rates**

- 13. Each of the Residential and Commercial rates has three components, which are listed below and defined in Section 4. All rates in this section are expressed as per \$100 of assessment. The calculation to determine each one is:

- a) Mandatory Provincial Contribution Area Rate  
The sum of the costs of Education, Property Valuation Services Corporation Assessment, Corrections Services and Housing, divided by the sum of all the taxable property assessment values as provided by PVSC, including grants in lieu.
  - b) The Community Support Area Rate  
The sum of the costs of Community Support Grants Policy, Tax Exemption Bylaw, Tax Reduction Policy, Community Events, and the Cumberland YMCA divided by the sum of all the taxable property assessment values as provided by PVSC, including grants in lieu.
  - c) General Tax Rate
    1. Residential – total operating expenditure budget (excluding solid waste and sewage) less the revenue generated by the area rates for the Mandatory Provincial Contribution and Community Support, as well as other non-tax revenue (i.e.: own source revenue, equalization, etc.) divided by the taxable residential and resource property assessment values as provided by PVSC .
    2. Commercial – Total operating expenditure budget (excluding solid waste and sewage) less the revenue generated by the area rates for the Mandatory Provincial Contribution and Community Support, as well as other non-tax revenue (i.e.: own source revenue, equalization, etc.) divided by the Commercial taxable property assessment values as provided by PVSC, including grants in lieu.
14. To meet the objective of preparing budgets in a fair, open, consistent, and transparent manner, the tentative budgets will be prepared and posted on the Town's website in the late winter/early spring, and will be placed on the Council agenda for approval in the month following.

### **Council Approval**

15. Council will consider setting:
- a) The Mandatory Provincial Contribution Area Rate by the end of February of each year based on the available information from the Province at that time, and will communicate it to the public through social media;
  - b) The Community Support Area Rate and the General Tax Rate in the month following the posting of the tentative budgets on the Town's website which will be in the late winter/early spring of each year.

Resolutions of Council are required to approve the rates and the operating and capital budgets.

### **Authority of CAO:**

16. The Chief Administrative Officer (CAO) of the Town has authority to manage the Town within approved budgets, under this policy, and in compliance with any other Council policy or resolution in effect.
17. The CAO is responsible for ensuring compliance with this policy. The CAO may delegate his/her authority to spend approved budgets to any employee of the Town. All Town staff to whom the

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CAO delegates authority to make expenditures within approved budgets shall comply with all applicable bylaws, policies or resolutions of Council, the *Public Procurement Act*, Trade Agreements, and with any other restriction imposed by law.

18. In any given year there may be operating budget overruns that are unpredictable and unavoidable. Examples of such overruns include increases in amounts paid for Mandatory Provincial Contribution (Education, Regional Library, Housing, etc.) as well as expenditures for services that are dependent on forces that are uncontrollable by staff (snow management impacted by weather conditions, EMO situations, decisions of Council for action but with no dollar value approved in the budget, etc.). Such cost overruns may be approved by the CAO without prior approval of Council but must be reported to Council as per section 23 of this policy.
19. The CAO has additional authority to exceed the operating budget provided that the Town is still within the overall budget. The CAO has authority to expend these funds for any purpose that the Town has authority to spend but cannot use the funds to create new programs or services that are material in amount or that may be seen to commit the Town to material funding beyond the current fiscal year.
20. The CAO may authorize expenditures in excess of the capital budget on approved capital items or projects as outlined in the Procurement Policy, 03700-01 Section 9. Such authorization will be reported to Council as per section 23 of this policy.
21. The CAO may authorize expenditure of capital funds where the expenditure will be financed by an outside party (i.e. a developer, other level of government, agency, etc.) and where the expenditure is consistent with a prior action of Council (development approval, bylaw, policy, resolution, etc.). The CAO shall not have the authority to approve overages under this section if it stems from a significant change in scope subsequent to the award of the contract.
22. In an emergency situation the CAO is authorized to make reasonable and informed procurement decisions (Operating and Capital) which are determined by him/her to be necessary, as outlined in the Procurement Policy, 03700-01 Section 9. Authorizations for such expenditures are considered to be over and above the other authorities given under this policy to exceed approved budget amounts; these must be reported to Council as per Section 23 of this policy.

**Reporting :**

23. The CAO is responsible for timely reporting to Council on the Capital and Operating budget variances and general / emergency related over-expenditure approvals; this will be done in conjunction with the Quarterly Financial Reporting to the Audit Committee. However, over-expenditures approved by the CAO that exceed \$50,000 will be reported to Council at the earliest opportunity. Interim reporting may also be done at the discretion of the CAO.

# Synopsis

## Amendment to Procurement Policy, 3700-01

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In conjunction with the development of the Budget Management Policy, it became obvious that the Procurement Policy needed to be reviewed. Staff have conducted such a review and have proposed a number of amendments.

The most significant amendment is changes in the amount that the CAO may authorize for the procurement of goods, services and construction from \$30,000 or less to \$250,000 or less when they are included within the approved operating and capital budgets. This change is intended to improve efficiency of the procurement function by enabling the CAO to award contracts on projects that Council has already approved. Awards over \$250,000 must be approved by Council.

In addition, the CAO may authorize procurement of items that exceed the budget by 25% or \$50,000 whichever is less. This will be done when it is reasonable to do so and when options to achieve project completion are limited. Further, the CAO may authorize procurement in an emergency situation with no limits.

However, at any time, the CAO has the discretion to refer any item to Council for approval.

All other amendments to the Procurement Policy are housekeeping in nature.

### **MOTION :**

**That Council approve the amended Procurement Policy, 3700-01**



## AMHERST TOWN COUNCIL

RFD# 2018051

Date: November 27, 2017

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

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

**DATE:** November 27, 2017

**SUBJECT:** Amendments to the Procurement Policy

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**ORIGIN:**

Development of a Budget Management Policy

**LEGISLATIVE AUTHORITY:**

MGA 47(1) The council shall make decisions in the exercise of its power and duties by resolution, by policy or by bylaw.

**RECOMMENDATION:**

That Council approve the amended Procurement Policy, number 3700-01

**BACKGROUND:**

In conjunction with the development of the Budget Management Policy, it became obvious that the Procurement Policy needed to be reviewed. Staff have conducted such a review and have proposed a number of amendments.

**DISCUSSION:**

The most significant amendment is in section 9. Staff proposes that the CAO may authorize the procurement of goods, services and construction that are \$250,000 or less and are included within the approved operating and capital budgets. (The present amount the CAO can approve is \$30,000.) Awards over \$250,000 must be approved by Council.

In addition, the CAO may authorize procurement of items that exceed the budget by 25% or \$50,000 whichever is less. This will be done when it is reasonable to do so and when options to achieve project completion are limited.

Further, the CAO may authorize procurement in an emergency situation with no limits.

However, at any time, the CAO has the discretion to refer any item to Council for their approval.

Reporting requirements of these awards to Council is covered in section 9 of the Budget Management Policy.

All other amendments to the Procurement Policy are housekeeping in nature.

Staff is not suggesting any changes at this time to the local preference area (section 2. d.) nor the 5% local preference percentage to local businesses (section 8).



**FINANCIAL IMPLICATIONS:**

The policy does not have any financial implications on the Town. It is intended to improve efficiency of the procurement function by enabling the CAO to award contracts on projects that Council has already approved.

**COMMUNITY ENGAGEMENT:**

No community engagement has taken place, other than to seek information from other Nova Scotia municipalities.

**ENVIRONMENTAL IMPLICATIONS:**

N/A.

**ALTERNATIVES:**

Status quo with all purchases over \$30,000 having to be approved by Council.

**ATTACHMENTS:**

Policy 3700-01 with proposed amendments.

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

Report and Financial approved by:

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DEPARTMENT: ALL TOWN DEPARTMENTS

TITLE: **Procurement Policy**

Minutes reference date: 30 April 2007 28 September 2009 26 November 2012

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## 1) Policy Statement

The purpose of this policy is to establish transparent procurement guidelines to ensure the most cost effective and cost efficient methods are used to provide best value for the procurement of goods, services and construction for the Town of Amherst (hereinafter referred to as the "Town").

The Town of Amherst will conduct procurement practices in compliance with all Provincial legislation, International, National and Regional Trade Agreements, including the Nova Scotia Public Procurement Act and any amendments thereto.

## 2) Definitions

- a) Alternative Procurement (ALTP) - the procurement of goods, services and construction without a competitive process due to certain conditions/situations.
- b) Best Value - bids will be evaluated on the purchase price while also taking into consideration other factors, if applicable, such as environmental and social considerations, delivery, servicing and the capacity of the supplier to meet other criteria as stated in the requesting documents. **the bid that is determined by the Town to be in its best interests, not necessarily the lowest price bid, which is determined by evaluation of bids based on criteria or factors that may include purchase price, life cycle cost considerations, environmental and social considerations, delivery, servicing, past experience and performance, and any other criteria or factors stated in the requesting documents.**
- c) Bid - a supplier's response to a Request for Quotation (RFQ), Request for Construction (RFC), Tender, Request for Proposal (RFP), Request for Expression of Interest (REI) or a Two Phase Bid to provide goods, services or construction.
- d) Local Preference Area – all suppliers located within the County of Cumberland and the Town of Sackville, New Brunswick, plus a ten (10) mile radius outside of Sackville New Brunswick's town boundaries.
- e) Public Request for Submission - refers to inviting responses to tenders, request for proposals, two phase bids, request for construction, request for expression of interest and request for standing orders.
- f) Purchase Card - a corporate visa card for the Town of Amherst with various restrictions and limits based on the cardholder.
- g) Purchaser – a Town of Amherst employee with the authority to purchase goods.

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- h) Request for Construction (RFC) - used to publicly tender for a construction, reconstruction, demolition, remediation, repair or renovation of a building, structure, road, bridge or other engineering or architectural work.
- i) Request for Expression of Interest (REI) - process in which suppliers are invited to propose a solution to a problem and then those chosen are asked to respond to a subsequent Request for Proposal.
- j) Request for Quotations (RFQ) - informally obtaining price quotations from a number of different suppliers.
- k) Request for Proposal (RFP) - a formal invitation to suppliers to describe how their services, methods, equipment or products can address and/or meet the needs of the Town of Amherst.
- l) Purchase Requisition/Purchase Order-an electronically generated document for the supply of goods or services from an approved vendor.
- m) Standing Offer- a contractual arrangement with a supplier to provide certain goods or services on an “as required” basis, during a particular period of time, at a predetermined price or discount, generally within a predefined dollar limit.
- n) Sustainable Procurement- involves taking a holistic approach to obtain best value by integrating the following considerations in the procurement process:
- Environmental considerations: e.g. Green House Gas Reduction, Waste Reduction, Toxic Use Reduction;
  - Economic considerations: e.g. Life Cycle Cost, Fiscal Responsibility, Support for the Local Economy;
  - Social considerations: e.g. Employee Health and Safety, Inclusiveness and Fair Wage, Health Promotion.
- o) Tender- a formal request to solicit for goods, services or construction obtained through posting on the Town of Amherst and the Provincial websites.
- p) Two Phase Bid- a two stage process in which suppliers submit proposals for evaluation, and separately submit prices.

### 3) Guiding Principles

The following principles will guide the procurement practices of the Town of Amherst:

- a) Procurement policy and procedures should provide the most efficient and effective methods resulting in best value for the Town.
- b) The procurement process is to ensure a fair, open, consistent and transparent process in the acquisition of goods, services and construction.

- c) Procurement methods are to encourage competition, innovative ideas and solutions, wherever possible, while respecting all legislative and trade agreement obligations for the supply of goods services and construction.
- d) Procurement policy provides for the use of suppliers, who can be expected to provide satisfactory performance, based on, but not limited to:
  - (i) past performance and/or previous contacts
  - (ii) financial and other resources to complete the contract bid;
  - (iii) references
- e) Promoting the use of Sustainable Procurement when evaluating bids by striving to obtain best value, taking into consideration environmental, economic and social considerations.
- f) This policy does not apply to payments for reoccurring items such as utilities, leases, rentals and similar reoccurring operating charges, while recognizing that in some circumstances, the initial commitment that leads to these ongoing payments is subject to the provisions of this policy.

#### 4) General

- a) This policy applies to all departments, agencies, boards and commissions of the Town of Amherst over which the Town has jurisdiction.
- b) The procuring of goods, services and construction will be facilitated by the Director of the requesting department in conjunction with the Procurement Coordinator according to this policy.
- c) The Town of Amherst will be under no obligation to accept any bid received which is considered to be not in its best interest, in response to a verbal or written request.
- d) The Town may work with other levels of government, other municipal units, other agencies, boards and commissions, and associations such as the FCM (Federation of Canadian Municipalities) and UNSM (Union of Nova Scotia Municipalities) to encourage standardization of items and/or reduce overall costs to the Town for joint purchasing.
- e) The dollar values indicated within this policy are inclusive of the Town's non-recoverable HST and are in Canadian Dollars.

#### 5) ~~Authority of the Chief Administrative Officer~~

- a) ~~The Chief Administrative Officer (CAO) may authorize the procurement of goods, services and construction that are less than \$30,000 provided such purchases are made in accordance with this policy and fall within the thresholds established within The Atlantic Procurement Agreement and all subsequent amendments thereto, and are included within the approved budget.~~

- b) ~~The CAO may authorize procedures consistent with this policy and may delegate the authority under this policy.~~

## 6) Purchasing Guidelines

The following guidelines will be followed for the procurement of goods services and construction for the Town:

- a) Up to \$2,000 - For purchases that are random in nature, purchaser will use standing offer, if one exists. Otherwise, purchases may be purchased by the department using a purchase order or Town of Amherst purchase card in accordance with the Guiding Principles of this policy.
- b) More than \$2,000 but less than \$15,000- Where three or more suppliers exist, purchaser will attempt to solicit at least three written quotations ~~and attach them to the Request for Quotation form. This form must be completed and authorized by the CAO (or designate) and then given to the Procurement Coordinator for filing.~~ Award will be to the supplier offering best value. Funds are to be clearly identified in the approved operating or capital budget.
- c) More than \$15,000 but less than \$25,000 - Where three or more suppliers exist, purchaser will attempt to solicit at least three written quotations, ~~and attach them to the Request for Quotation Form. This form must be completed and authorized by the CAO (or designate) and then given to the Procurement Coordinator for filing.~~ The Purchaser **Procurement Coordinator** will post these opportunities on the Town of Amherst website. Award will be to the supplier offering best value. Funds are to be clearly identified in the approved operating or capital budget.

If there is a possibility that the value will be over \$25,000 and/or ~~you are~~ **there is** uncertainty of the exact requirements of this request, ~~you should use~~ other methods of procuring, such as RFP's and Tenders, **should be used**. These would be posted on both the ~~Amherst Town~~ **Amherst Town** and the Provincial website. This decision would be made by the Director ~~of the requesting department~~ in conjunction with the Procurement Coordinator.

- d) \$25,000 or greater - the ~~Purchaser~~ **Procurement Coordinator** will issue a public request for submissions (see Definitions, Section 2-e) by posting on the ~~Town of Amherst~~ website and the Nova Scotia Procurement web portal. Documentation must state if submissions received are to be acknowledged at a public opening at a designated place, date and time. After bids are evaluated they are to be forwarded to the CAO, or Council for approval on the recommendation of the CAO. Funds are to be clearly identified in approved operating or capital budget.

## 7) Methods of Procurement

All procurement activity must be obtained through one of the following methods:

- a) Tender - A formal invitation to solicit competitive bids. It is used when detailed specifications are available that permit the evaluation of tenders against clearly stated

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criteria and specifications. A request for tenders is a formal, competitive, sealed bidding process. Bid deposits and performance security may be required. The award is normally to the lowest bid received from a qualified bidder meeting the requirements of the tender and providing best value. Tender purchases shall be made by purchase order. Tenders must be opened in the presence of at least one elected official and the CAO or his/her designate at a time and location that is open to the public.

- b) Request for Proposal - A request for proposal is a formal invitation to suppliers to describe how their services, methods, equipment or products can address and/or meet specific needs of the Town. It is used when a supplier is invited to propose a solution to a problem, requirement, or objective. Unlike tenders, Request for Proposals are evaluated against stated criteria to the terms of the RFP to determine if any should be accepted.

Negotiations with suppliers may be required to finalize any aspect of the proposal provided such discussion and negotiations are conducted to:

- (1) Award equitable treatment to each qualified bidder with respect to an opportunity for discussion and the revision of the proposal.
- (2) Prevent the disclosure of the proposal content of one bidder to another.

Proposals submitted in response to a request for proposal need not be opened in public. A list of ~~the submissions will be available to the public and~~ **the proponents may be made available** upon request. An award of a contract based upon a request for proposals will be made to the supplier whose proposal has the highest score based upon the criteria for evaluation set out in the request for proposals and equitably applied to all proposals. RFP purchases shall be made by purchase order.

- c) Request for Quotation - A request for quotation is an informal request for prices for goods and services that the purchaser will attempt to solicit from at least three (3) different suppliers. This process is normally used where bid deposit and performance bonds are not required and where the cost of the work does not warrant the time and level of effort and expense required for a normal tender process. Quotations should be in written form and attached to the Request for Quotation form which must be completed and given to the Procurement Coordinator for filing once it has been awarded.

If a quote is obtained verbally, the person obtaining it must document the quotation, including time, date, supplier, price and description of the goods and services, the person from whom the quotation was obtained and the name of the municipal staff obtaining the quotation. The RFQ form should be used for documentation purposes. RFQ purchases shall be made by purchase order.

- d) Standing Offer – A tender process to guarantee a continuous supply of various goods, services or construction at a specific price for a specific period of time. The term of the standing offer can vary in duration but will be clearly defined in the tender documents.

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Standing Offers of the Government of the Province of Nova Scotia or other public sector entities may be used under the constraints within this policy where it is in the best interest of the Town of Amherst.

- e) Two Phase Bids- Where detailed specifications are not available or it is impractical to prepare a specification based on price, a two phase bid may be issued, inviting for the submission of bids as follows:

Phase One- Pre-qualification step in which bidders submit proposals/expressions of interest in response to basic terms of reference for evaluation; need not be opened in public

Phase Two- Only those bidders whose submissions were determined to be acceptable in Phase One will be invited to submit priced bids for further consideration. Phase Two bids must be opened in public.

This type of purchasing has the advantage of a request for proposal in Phase One and the advantages of a tender in Phase Two. Two phase bid purchases shall be made by purchase order.

- f) Request for Expression of Interest - This process is similar to the Request for Proposal and is sometimes referred to as a Pre-Qualification, where suppliers are invited to propose a solution to a problem. The REI, however, is only the first stage in the procurement process. Bidders responding to the REI will be short listed according to their scoring in the evaluation process. The short listed firms will then be invited to respond to a subsequent Request for Proposal. A REI does not normally include pricing as price is a key evaluation criteria used in the second stage RFP process.
- g) Request for Construction - Used to publicly tender for a construction, reconstruction, demolition, remediation, repair, or renovation of a building, structure, road, bridge, or other engineering or architectural work. When a supplier is invited to bid on a construction project the tender documents usually contain a set of terms and conditions and separate bid form that apply to that specific project. Suppliers are requested to submit a response (bid) in accordance with predefined criteria. The selection of the successful proposal is based on a number of factors as described in the tender documents. A request for construction usually does not include professional consulting services related to the construction contract, unless they are included in the specifications.
- h) Negotiations - Negotiations with suppliers for the supply of goods and/or services would take place when any of the following conditions exist:
- (a) Due to market conditions, goods and/or services are in short supply;
  - (b) There is only one source of the goods or services;
  - (c) All bids received are non-compliant or exceed the amount budgeted for the purchase;

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- (d) The extension or reinstatement of existing contract would be more cost effective or beneficial to the Town providing the extension has been outlined in original documents. The extension or reinstatement of existing contract is subject to the approvals listed in section 9 – Award of Contracts.
- i) Alternative Procurement - In certain circumstances, described in this section, the Town may purchase goods, services and construction without using one of the options set out above. An alternative procurement purchase may occur.

- (a) Where an unforeseeable situation of urgency exists and the goods, services or construction cannot be obtained in time by means of open procurement procedures. An emergency purchase occurs when a situation creates immediate and serious need which may not be reasonably met by any other procedure and includes without limitation:

A condition where lack of supplies or services may adversely affect the functioning of civic government, threaten public or private property or the environment, or jeopardize the health or safety of the public;

Emergency purchases are completed using the most expedient method, but will take economy into consideration.

Emergency purchases must be pre-approved by the CAO (or designate) where such approval may be reasonably sought.

- (b) Where goods or consulting services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through an open tendering process could reasonably be expected to compromise government confidentiality, cause economic disruption or otherwise be contrary to the public interest;
- (c) Where compliance with the open tendering provisions set out in this policy would interfere with the Town of Amherst's ability to maintain security or order or to protect human, animal or plant life or health;
- (d) In the absence of tenders in response to an open or selective tender, or when the tenders submitted have been collusive, or not in conformity with the essential requirements in the tender;
- (e) To ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative;
- (f) Where there is an absence of competition for technical reasons and the goods or services can only be supplied by a particular supplier and no alternative or substitute exists;
- (g) For the purchase of goods on a commodity market;

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- (h) For the procurement of goods or services the supply of which is controlled by a supplier that is a statutory monopoly;
  - (i) For work to be performed on or about a leased building or portions thereof that may be performed only by the lessor:
  - (j) For work to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work;
  - (k) For the procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for routine purchases;
  - (l) For the purchase of goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases;
  - (m) For the procurement of original works of art;
  - (n) For the procurement of subscriptions to newspapers, magazines or other periodicals;
  - (o) For the procurement of real property;
  - (p) For the procurement of goods intended for resale to the public;
  - (q) For the procurement from charitable institutions, prison labour, persons with disabilities, sheltered workshop programs or through employment equity programs;
  - (r) For procurement from a public body or non-profit organization; or
  - (s) For the procurement of services of expert witnesses, specifically in anticipation of litigation or for the purpose of conducting litigation.

\*\*When an alternative procurement purchase occurs, the reason for doing so must be documented using the Alternative Procurement (ALTP) form.

## 8) Local Preference

If the goods, services or construction available from a local business are equal in providing best value to those available from a non-local business, the goods, services or construction from the local business shall be purchased.

In evaluating which goods, services or construction offer best value to the Town of Amherst, the Town shall apply a preference of 5% to the price offered by a local business as compared with non-local businesses, such that the price offered by the local business is adjusted lower by 5% for the purposes of evaluating which goods, services or construction offer best value.

In accordance with the Atlantic Procurement Agreement, the local preference described above does not apply to the following procurements:

- a) goods that have a value of \$25,000 or greater;
- b) services that have a value of \$50,000 or greater;
- c) construction that has a value of \$100,000 or greater.

All requests for quotations and public requests for submissions must state that local preference applies to the procurement.

## 9) Award of Contracts

- a) ~~Awards of \$30,000 and greater and shall be presented to Council for approval.~~ **The Chief Administrative Officer (CAO) may authorize the procurement of goods, services and construction:**
  - i) **that are \$250,000 or less and are included within the approved operating and capital budgets;** Awards over the value of ~~\$30,000~~ **\$250,000** will be submitted to Council for approval.
  - ii) **that exceed the approved budget by 25% or \$50,000, whichever is less. This will be done when it is reasonable to do so and when options to achieve project completion or item procurement are limited.**
  - iii) **that is an emergency situation. In these cases, the CAO is authorized to make reasonable and informed procurement decisions (operating and capital) which are determined by him/her to be necessary. Among other things such decisions may be deemed by the CAO to be necessary to protect the legal interests or satisfy legal obligations of the Town, or involve a situation where failure to act could reasonably be expected to compromise Town confidentiality, cause economic disruption, or would otherwise be contrary to the public interest. Authorizations for such expenditures are considered to be over and above the other authorities given under this policy to exceed approved budget amounts.**
  - iv) where the purchase was made in accordance with this policy and falls within the thresholds established within the Atlantic Procurement Agreement and all subsequent amendments thereto.
  - v) Where the purchase was the result of a public purchasing process conforming to the Town's procurement policy and The Atlantic Procurement Agreement.
  - vi) Where the purchase is awarded to the supplier providing best value and meeting specifications.
  - vii) Where the award of a Request for Proposal is made to the highest scoring qualified proponent based upon evaluation criteria within the Request for Proposal.
  - viii) Where there is no legislative requirement to obtain Council approval.

- ~~b) Awards of less than \$30,000 may be approved by the CAO in conjunction with the user department:~~
- ~~i) Where the funds and program have been approved by Council as part of the annual business planning and budget process and the expenditure will not result in an over expenditure of the entire budget.~~
- ~~The CAO may, at his sole discretion, forward any decision for award to Council.~~
- b) All bids are subject to evaluation after opening and before award of contract. The bid request documents must clearly identify the requirements of the procurement, the evaluation method, evaluation criteria based on the purpose and objectives of this policy, and the weights assigned to each criterion.
- c) Where award is over the limits established in the Atlantic Procurement Agreement for the purchase of goods, services and construction, award amount and company name is to be posted on the Provincial Procurement Web Portal.
- d) A quarterly report to Council of awards of contracts under the value of ~~\$30,000~~ **\$250,000** approved by the CAO or designate shall be made available to Council and shall show the name of the contract, the name of the successful bidder, the amount of the award, any person or company to whom a single or sole source has awarded, and the budgetary provision.
- e) **At the discretion of the CAO, any award of goods, services or construction may be referred to Council for approval.**

## 10) Documentation Requirements

The following documents are required in order to work on ~~Town of Amherst property~~ **for the Town:**

Workers Compensation Board (WCB) - WCB certificates are required any time a service and/or construction project is being completed on Town of Amherst property. The proponent MUST provide a valid WCB certificate prior to the commencement of any work. This certificate will state ~~what employees are covered and~~ when the coverage expires. If the WCB certificate expires before the project is finished, then the replacement certificate MUST be received in order for the work to continue. Town of Amherst employees have the right to stop any work in progress if an up-to-date WCB certificate is not provided. **If the approved vendor is exempt from WCB, proof of the exemption will be supplied before work can commence.**

Liability Insurance - Proponents must provide a valid certificate from their insurance company with the Town of Amherst named and added under Additional Insured for liability purposes with at least \$2,000,000 liability coverage. This certificate must be provided before the commencement of any work.

Construction Safety- A Certificate of Good Standing is required from a registered safety certified company such as the Nova Scotia Construction Safety Association whenever

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any type of construction, reconstruction, demolition, remediation, repair or renovation is being completed on Town of Amherst property for any projects that are over \$10,000. This documentation must be provided before the commencement of any work.

### 11) Code of Ethics

All procurement carried out by the Town of Amherst must be conducted according to policies, provincial and federal legislation, trade agreements and ethical business practices. We must in good faith, conduct business with current and prospective suppliers and be fair in all business dealings. We shall encourage the negotiation of an equitable and mutually acceptable settlement when a dispute arises and request removal from a procurement process when a personal conflict of interest is perceived. We shall require suppliers to provide accurate representations of goods, services and construction and encourage them to consider sustainability in their products. We shall strive to obtain best value for each expenditure.

### 12) Supplier Performance

- a) Suppliers may be subject to disqualifications if there is sufficient evidence of failure to meet the standards specified by the Town. Suppliers may be evaluated based on competitive price, quality of a product, contract adherence and performance and after sales service. Upon reasonable notice in writing to the supplier involved, and after a reasonable opportunity for response, a supplier can be disqualified for a period not exceeding three years from participation in solicitation for goods, and services and construction when:
  - i. Serious breach of contract indicating unwillingness to perform a contract in accordance with the terms and conditions or specifications or a record of unsatisfactory performance of one or more contracts in accordance with its specifications or both.
  - ii. The offer of any gratuity to an official or employee of the Town by a supplier or contractor for consideration.
- b) A written decision shall be issued to the person disqualified or suspended setting out its reasons for disqualification or suspension, to the usual business address of that person as shown in the records of the purchasing section.
- c) Disqualification will be approved by the CAO.

### 13) Supplier Debriefing

Upon request of a supplier who is an unsuccessful bidder, the Town of Amherst must conduct a debriefing with that supplier to provide feedback on the evaluation of the bid. The debriefing must be conducted as follows:

- a) the Treasurer or designate and/or Coordinator of Procurement Coordinator, along with the person named in the documents, will conduct attend the meeting;

- b) the debriefing must provide reasons for the disqualification of the supplier, or in the case where evaluation scoring was used, provide an overview of the supplier's score in each category and reasons for that score;
- c) the debriefing must also provide information to the supplier on how to improve future submissions;
- d) the debriefing must not disclose any information regarding other bidders or their submissions.

#### 14) Contract Documents, Bid and Performance Securities and Specifications

- a) The CAO may, from time to time, approve such standard forms including bid and performance securities if any, for purchase by Invitation to Tender, Request for Proposals, Request for Quotations, sole source, or emergency purchases as well as forms of contract for types of purchase including but not limited to construction, supplies and installation or service as they may deem advisable.
- b) Bid bonds, performance bonds, irrevocable letters of credit and other securities including labour and material bonds may be required for such purposes in such form and in such amounts as the CAO deems advisable.

#### 15) Special Services

- a) Legal Services - Legal services will be acquired by staff based upon qualifications, experience, services offered, past performance, proposed fees and other relevant considerations. The acquisition of legal services must be approved by the CAO in consultation with the Director(s) of the user department(s). (These services include expert witnesses, and subject experts required for legal proceeding, hearing or similar matter.) Legal services having a value of \$10,000 or more shall be approved by Council. The term for legal services will be at the discretion of the Town.
- b) Financial Auditing Services – These services may be contracted on a one year term to be renewed on an annual basis on terms satisfactory to the Town. Selection of an auditor shall be completed by the Audit Committee of Council who will recommend the selection of an auditor to Council. Annual **selection and/or** renewal of the contract for audit services will be made by the Audit Committee.

#### 16) Tie Bids

After the assessment process is complete and it cannot be reasonably determined who has submitted the lowest compliant bid and a tie exists, the ~~Purchaser~~ **Procurement Coordinator** may flip a coin to determine the award.

#### 17) Suppliers indebted to the Town of Amherst

Any supplier/contractor having a customer account with the Town of Amherst, which is in arrears, will have such arrears deducted from any payments due to the supplier/contractor. Such deduction may be waived by the CAO, where the supplier/contractor has entered into a payment arrangement deemed to be suitable by the Treasurer.

**18) Purchases by Town of Amherst Employees**

Employees or immediate family members (husband, wife, son, or daughter) of employees of the Town of Amherst are not permitted to purchase personal use items through the purchasing system except where employee purchase plans are being offered.

# MEMORANDUM

**To:** Mayor Kogon and Members of Amherst Town Council  
**From:** Vince Arbing, CPA, CA, Treasurer  
**Date:** November 27, 2017  
**Subject:** Bill 10 - Reportable Municipal Expenses by Mayor, Council and CAO

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The Province has enacted Bill 10 as a result of the recommendations put forward by the Joint Municipal Accountability and Transparency Committee established to create a standardized practice among all municipal elected officials and chief administrative officers in relation to their expenses. As you know, our CAO was a member of that committee.

It stipulates that each municipality must have:

- an expense policy that prohibits municipalities from reimbursing expense claims for alcohol purchases by an individual, specifically identifies persons who have signing authority to authorize the reimbursement of an expense, sets out the rules respecting the use of corporate credit cards;
- a hospitality policy that, among other things, establishes the expenditures, including an alcohol purchase, that may be a hospitality expense and establishes the process by which hospitality expenses are authorized;
- a code of conduct that applies to the Mayor and Council and requires compliance with the expense and hospitality policy; and
- an expense and hospitality report prepared for Mayor, Council and the CAO within 90 days of the end of each fiscal quarter, and have it posted to their website. Further, an annual summary report must be prepared and filed with the Province by September 30 of each year.

Bill 10 also provided a definition of a “reportable municipal expense”, which now specifically includes professional development and training.

All travel-related expenses for Mayor and Council are currently posted to our website on a monthly basis. Bill 10 has also now created a requirement to have the expenses of the CAO also reported on the website. We expect to be in compliance with that requirement within the next few weeks and certainly by the end of the calendar year.

The Town presently has a Travel Policy and a Code of Conduct for Elected Municipal Officials Policy, but not a hospitality policy. Staff are currently reviewing the two present policies for conformity with the amendments and are in the process of drafting a hospitality policy for Council's review and approval.

# BILL NO. 10

(as passed)



*1st Session, 63rd General Assembly  
Nova Scotia  
66 Elizabeth II, 2017*

Government Bill

## **Municipal Government Act (amended) and Halifax Regional Municipality Charter (amended)**

CHAPTER 13 OF THE ACTS OF 2017

The Honourable Derek Mombourquette  
Minister of Municipal Affairs

[First Reading](#): September 28, 2017 (LINK TO BILL AS INTRODUCED)

Second Reading: October 2, 2017

[Third Reading](#): October 19, 2017

Royal Assent: October 26, 2017



**An Act to Amend Chapter 18  
of the Acts of 1998,  
the Municipal Government Act,  
and Chapter 39 of the Acts of 2008,  
the Halifax Regional Municipality Charter**

Be it enacted by the Governor and Assembly as follows:

MUNICIPAL GOVERNMENT ACT

1 Section 3 of Chapter 18 of the Acts of 1998, the Municipal Government Act, as amended by Chapter 9 of the Acts of 2000, Chapters 6 and 35 of the Acts 2001, Chapter 9 of the Acts of 2003, Chapter 40 of the Acts of 2006, Chapter 36 of the Acts of 2008, Chapter 64 of the Acts of 2010, Chapter 4 of the Acts of 2011, Chapter 63 of the Acts of 2012 and Chapter 21 of the Acts of 2014, is further amended by

(a) adding immediately after clause (a) the following clause:

(aa) "annual summary report" means a summary of all the expense reports and hospitality expense reports of a municipality or village for a fiscal year;

(b) adding immediately after clause (j) the following clause:

(ja) "code of conduct" means a code of conduct established under Section 23A or 408AB;

(c) adding immediately after clause (ad) the following clause:

(ada) "expense report" means a report on all amounts reimbursed for a reportable municipal expense to a reportable individual during a fiscal quarter;

(d) adding immediately after clause (ak) the following clause:

(aka) "hospitality expense report" means a report on all hospitality expenses incurred by a municipality or village during a fiscal quarter, including purchases of alcohol;

(e) adding immediately after clause (bh) the following clauses:

(bha) "reportable individual" means, with respect to a municipality or village, an individual who holds one of the following positions:

(i) in respect of a municipality,

(A) mayor or warden,

(B) councillor,

(C) chief administrative officer, including an employee of the municipality delegated any of the responsibilities or powers of the chief administrative officer pursuant to clause 29(b),

(D) a position prescribed by the regulations,

(ii) in respect of a village,

(A) village commissioner,

(B) village clerk,

(C) a position prescribed by the regulations;

(bhb) "reportable municipal expense" means an expense for which reimbursement was provided by a municipality or village and includes the following expense categories:

- (i) travel and travel-related expenses, including accommodation, incidentals and transportation,
- (ii) meals,
- (iii) professional development and training,
- (iv) expense categories prescribed by the regulations;

2 Subsection 23(3) of Chapter 18 is repealed and the following subsections substituted:

(3) Each municipality shall adopt an expense policy and a hospitality policy.

(4) An expense policy must

- (a) prohibit the municipality from reimbursing expense claims for alcohol purchases by an individual;
- (b) identify the persons who have signing authority to authorize the reimbursement of an expense;
- (c) where applicable, set out rules respecting the use of corporate credit cards;
- (d) apply to every reportable individual in the municipality; and
- (e) comply with the regulations.

(5) A hospitality policy must

- (a) establish the expenditures, including an alcohol purchase, that may be a hospitality expense;
- (b) establish the approval process for authorizing hospitality expenses;
- (c) establish the scope and applicability of the policy; and
- (d) comply with the regulations.

(6) An expense may only be reimbursed if that expense is authorized pursuant to the expense policy or the hospitality policy.

(7) By the January 31st immediately following a regular election held under the Municipal Elections Act, the council shall review the expense and hospitality policies and, following a motion by the council, either re-adopt the policies or amend one or both of the policies and adopt the policies as amended.

3 Chapter 18 is further amended by adding immediately after Section 23 the following Sections:

23A (1) Each municipality shall adopt a code of conduct.

(2) A code of conduct must

- (a) include a requirement for compliance with the expense policy and the hospitality policy for the municipality;

(b) apply to the mayor or warden, councillors and positions prescribed by the regulations; and

(c) comply with the regulations.

23B Every person to whom a code of conduct for a municipality applies shall comply with the code of conduct.

4 Section 42 of Chapter 18, as amended by Chapter 63 of the Acts of 2012, is further amended by adding immediately after subsection (6) the following subsection:

(6A) The auditor shall certify reports to the council and to the Minister if required by the regulations.

5 Section 44 of Chapter 18 is amended by adding immediately after subsection (2) the following subsections:

(3) An audit committee shall meet at least twice in each fiscal year.

(4) Subject to subsection (5), an audit committee must include a minimum of one person who is not a member of council or an employee of the municipality.

(5) Where an audit committee does not include the person referred to in subsection (4),

(a) the audit committee shall continue to meet and perform its duties and may exercise its powers; and

(b) the municipality shall advertise to recruit a person who is not a member of council or an employee of the municipality at least once every six months until the requirement is met.

6 Chapter 18 is further amended by adding immediately after Section 65 the following Section:

65A (1) A municipality shall prepare an expense report for each reportable individual within 90 days of the end of each fiscal quarter.

(2) An expense report must

(a) be posted on a publicly available website for the municipality; and

(b) comply with the regulations.

(3) A municipality shall prepare a hospitality expense report within 90 days of the end of each fiscal quarter.

(4) A hospitality expense report must

(a) comply with the hospitality policy of the municipality;

(b) be posted on a publicly available website for the municipality; and

(c) comply with the regulations.

(5) A municipality shall prepare an annual summary report that complies with any requirements prescribed by the Minister.

(6) A municipality shall file the annual summary report with the Minister by September 30th of each year.

7 Chapter 18 is further amended by adding immediately after Section 408A the following Sections:

408AA (1) Each village shall adopt an expense policy and a hospitality policy.

(2) An expense policy must

- (a) prohibit the village from reimbursing expense claims for alcohol purchases by an individual;
- (b) identify the persons who have signing authority to authorize the reimbursement of an expense;
- (c) where applicable, set out rules respecting the use of corporate credit cards;
- (d) apply to every reportable individual in the village; and
- (e) comply with the regulations.

(3) A hospitality policy must

- (a) establish the expenditures, including an alcohol purchase, that may be a hospitality expense;
- (b) establish the approval process for authorizing hospitality expenses;
- (c) establish the scope and applicability of the policy; and
- (d) comply with the regulations.

(4) An expense may only be reimbursed if that expense is authorized pursuant to the expense policy or the hospitality policy.

(5) The village commission shall review the expense and hospitality policies at each annual meeting, and following a motion by the village commission, either re-adopt the policies or amend one or both of the policies and adopt the policies as amended.

408AB (1) Each village shall adopt a code of conduct.

(2) A code of conduct shall

- (a) include a requirement for compliance with the expense policy and the hospitality policy for the village;
- (b) apply to village commissioners and positions prescribed by the regulations; and
- (c) comply with the regulations.

408AC Every person to whom a code of conduct for a village applies shall comply with the code of conduct.

8 Chapter 18 is further amended by adding immediately after Section 423 the following Section:

423A (1) A village shall prepare an expense report for each reportable individual within 90 days of the end of each fiscal quarter.

(2) An expense report must

- (a) be posted on a publicly available website for the village; and
- (b) comply with the regulations.

(3) A village shall prepare a hospitality expense report within 90 days of the end of each fiscal quarter.

(4) A hospitality expense report must

- (a) comply with the hospitality policy of the village;
- (b) be posted on a publicly available website for the village; and
- (c) comply with the regulations.

(5) A village shall prepare an annual summary report that complies with any requirements prescribed by the Minister.

(6) A village shall file the annual summary report with the Minister by September 30th of each year.

9 Subsection 451(1) of Chapter 18 is amended by

(a) striking out the period at the end of clause (c) and substituting a semi-colon; and

(b) adding immediately after clause (c) the following clauses:

- (d) circumstances and manner in which a report or submission to the Minister is to be certified by an auditor;
- (e) minimum information to be included in a management letter;
- (f) form to be used for a type of report or submission to the Minister.

10 Section 465 of Chapter 18, as amended by Chapter 9 of the Acts of 2003, is further amended by adding immediately after subsection (2B) the following subsection:

(2C) For the purpose of this Part, an expense report, hospitality report or annual summary report is a matter of public record.

11 Subsection 520(1) of Chapter 18 is amended by adding immediately after clause (c) the following clauses:

- (ca) prescribing positions in respect of which the holder is a reportable individual;
- (cb) respecting additional positions to which a code of conduct applies;
- (cc) prescribing expense categories to be a reportable municipal expense;
- (cd) respecting expense policies, hospitality polices and codes of conduct, including requirements in respect of
  - (i) scope,
  - (ii) application,
  - (iii) content,
  - (iv) record-keeping,
  - (v) submission,
  - (vi) publication, and
  - (vii) frequency of posting or reporting;

12 Section 3 of Chapter 39 of the Acts of 2008, the Halifax Regional Municipality Charter, as amended by Chapters 16 and 64 of the Acts of 2010, Chapter 4 of the Acts of 2011 and Chapter 63 of the Acts of 2012, is further amended by

(a) adding immediately after clause (a) the following clause:

(aa) "annual summary report" means a summary of all the expense reports and hospitality expense reports of the Municipality for a fiscal year;

(b) adding immediately after clause (j) the following clause:

(ja) "code of conduct" means the code of conduct established under Section 20A;

(c) adding immediately after clause (ac) the following clause:

(aca) "expense report" means a report on all amounts reimbursed for a reportable municipal expense to a reportable individual during a fiscal quarter;

(d) adding immediately after clause (aj) the following clause:

(aja) "hospitality expense report" means a report on all hospitality expenses incurred by the Municipality during a fiscal quarter, including purchases of alcohol;

(e) adding immediately after clause (be) the following clauses:

(bea) "reportable individual" means an individual who holds one of the following positions:

(i) Mayor,

(ii) councillor,

(iii) Chief Administrative Officer, including an employee of the municipality appointed to act in place of the Chief Administrative Officer pursuant to subsection 35(5),

(iv) a position prescribed by the regulations;

(beb) "reportable municipal expense" means an expense for which reimbursement was provided by the Municipality and includes the following expense categories:

(i) travel and travel-related expenses, including accommodation, incidentals and transportation,

(ii) meals,

(iii) professional development and training,

(iv) expense categories prescribed by the regulations;

13 Subsection 20(3) of Chapter 39 is repealed and the following subsections substituted:

(3) The Municipality shall adopt an expense policy and a hospitality policy.

(4) The expense policy must

(a) prohibit the Municipality from reimbursing expense claims for alcohol purchases by an individual;

(b) identify the persons who have signing authority to authorize the reimbursement of an expense;

(c) set out rules respecting the use of corporate credit cards;

(d) apply to every reportable individual; and

(e) comply with the regulations.

(5) The hospitality policy must

(a) establish the expenditures, including an alcohol purchase, that may be a hospitality expense;

(b) establish the approval process for authorizing hospitality expenses;

(c) establish the scope and applicability of the policy; and

(d) comply with the regulations.

(6) An expense may only be reimbursed if that expense is authorized pursuant to the expense policy or the hospitality policy.

(7) By the January 31st immediately following a regular election held under the Municipal Elections Act, the Council shall review the expense and hospitality policies and, following a motion by the Council, either re-adopt the policies or amend one or both of the policies and adopt the policies as amended.

14 Chapter 39 is further amended by adding immediately after Section 20 the following Sections:

20A (1) The Municipality shall adopt a code of conduct.

(2) The code of conduct must

(a) include a requirement for compliance with the expense policy and the hospitality policy;

(b) apply to the Mayor, councillors and positions prescribed by the regulations; and

(c) comply with the regulations.

20B Every person to whom the code of conduct applies shall comply with the code of conduct.

15 Section 46 of Chapter 39, as amended by Chapter 63 of the Acts of 2012, is further amended by adding immediately after subsection (6) the following subsection:

(6A) The auditor shall certify reports to the Council and to the Minister if required by the regulations.

16 Section 48 of Chapter 39 is further amended by adding immediately after subsection (2) the following subsections:

(3) The audit committee shall meet at least twice in each fiscal year.

(4) Subject to subsection (5), the audit committee must include a minimum of one independent member who is not a member of council or an employee of the Municipality.

(5) Where the audit committee does not include the person referred to in subsection (4),

(a) the audit committee shall continue to meet and perform its duties and may exercise its powers; and

(b) the Municipality shall advertise to recruit a person who is not a member of Council or an employee of the Municipality at least once every six months until the requirement is met.

17 Chapter 39 is further amended by adding immediately after Section 79 the following Section:

79A (1) The Municipality shall prepare an expense report for each reportable individual within 90 days of the end of each fiscal quarter.

(2) An expense report must

(a) be posted on a publicly available website for the Municipality; and

(b) comply with the regulations.

(3) The Municipality shall prepare a hospitality expense report within 90 days of the end of each fiscal quarter.

(4) A hospitality expense report must

(a) comply with the hospitality policy;

(b) be posted on a publicly available website for the Municipality; and

(c) comply with the regulations.

(5) The Municipality shall prepare an annual summary report that complies with any requirements prescribed by the Minister.

(6) The Municipality shall file the annual summary report with the Minister by September 30th of each year.

18 Subsection 383(1) of Chapter 39 is amended by adding immediately after clause (c) the following clauses:

(ca) establishing minimum requirements for the code of conduct established under Section 20A;

(cb) respecting additional positions to which the code of conduct applies;

(cc) prescribing expense categories to be a reportable municipal expense;

(cd) respecting expense policies, hospitality policies and codes of conduct, including requirements in respect of

(i) scope,

(ii) application,

(iii) content,

(iv) record-keeping,

(v) submission,

(vi) publication, and

(vii) frequency of posting or reporting;

EFFECTIVE DATE

19 Sections 2, 3, 6 to 8, 11, 13, 14, 17 and 18 come into force on such day as the Governor in Council orders and declares by proclamation.



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# **Internal Committee Report**

## **Amherst Board of Police Commissioners**

### **November 27, 2017**

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The Amherst Board of Police Commissioners met on November 1, 2017 in Council Chambers.

Deputy Chief Pike made a presentation to the Board on vandalism in the community with comparison statistics from 2014 – 2017.

A copy of the annual report of the Nova Scotia Serious Incident Response Team (SiRT) covering that organization's operations from April 1, 2017 to March 31, 2017 was included in the agenda for the Board's information.

The Chief's report included a review of the Department's Standing Order on Domestic Violence.

The next meeting is scheduled for December 6 at 3 PM; it will cover the month of October and the Board will be presented with the Department's 2<sup>nd</sup> quarter financial results.

# Internal Committee Report

## Amherst Youth Town Council

**November 27, 2017**

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The first official meeting of the 2017-18 Amherst Youth Town Council was held on November 15<sup>th</sup> at ARHS with all 10 appointed members present. Also attending the meeting were Grace Doncaster and Jenna Clarke, who were to have been formally appointed to AYTC by Town Council this evening.

AYTC held elections for Junior Mayor, Deputy Junior Mayor and secretary. Rohin Minocha McKenny was elected Junior Mayor. Allie Degenstein, was elected Deputy Junior Mayor and Olivia Pulsifer was elected to the position of Secretary.

Current members of the 2017-18 AYTC include:

- Rohin Minocha McKenny (Grade 11 ARHS)
- Allie Degenstein (Grade 11 ARHS)
- Olivia Pulsifer (Grade 8 E.B. Chandler)
- Rajan McKenney (Grade 9 ARHS)
- Austin Coates (Grade 9 ARHS) Braeden Lines (Grade 9 ARHS)
- Abbey Letcher (Grade 10 ARHS)
- Emily Jewers (Grade 12 ARHS)
- Mason Carter (Grade 11 (ARHS)
- Tegan Tran (Grade 7 E.B. Chandler)

AYTC discussed supporting upcoming events including the Victoria Square Light-up, Santa Clause Parade, and Tree for Boston. AYTC will be supporting the Canada vs Russia World Junior A hockey game on December 8<sup>th</sup>, Canada 150 National Skating Day on December 10 as well as the Family First Community New Year's Eve Celebrations.

Discussion on the ARHS Viking pantry project, developing a survey for youth to share issues and opportunities, dates for future meetings, budget and goals for the coming year took place during the meeting.

AYTC is looking forward to being a voice for youth to Mayor and Council.

# **External Committee Report**

## **Cumberland Public Libraries**

### **November 27, 2017**

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#### **3 Year Projected Budget**

Chief Librarian, Denise Corey presented the Board with a three-year budget projection. Ms. Corey pointed out during the 2019-20 budget year we will be looking at a \$30,000 budget deficit if there is not an increase in funding from the provincial government.

#### **Core Services Review**

A committee comprised of LBANS (Library Board Association of Nova Scotia) and CORL (Council of Regional Librarians) representatives has been set up to participate in the provincial government's Core Services Review. Corporate Research Associates has been hired by the Department of Communities, Culture and Heritage to look at the social impact of libraries.

#### **Youth Services Librarian**

Youth Services Librarian Jenn Atkinson had accepted a position with the Colchester- East Hants Public Library and her last day was November 18, 2017. Interviews for a replacement have taken place and we are hoping to have a new librarian in place January 2018

#### **Statistics**

In the month of September, Cumberland Public Libraries signed out over 10,000 items, 4,132 items in Amherst alone. This includes books, movies, TV shows, magazines and more.

Also in September, the Four Fathers Library held 16 programs for children and adults, with 270 people in attendance.

4,322 people visited in the Four Fathers Library during the month of September.

**Next Library Board meeting will be February 8, 2018.**

# External Committee Report

## Cumberland Joint Services Management Authority

### November, 2017

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The CJSMA Board of Directors met November 16, 2017. Highlights of that meeting include:

1. David McNairn (CJSMA legal counsel) discussed his reasons for recommending CJSMA becoming a legal entity. Following that discussion, the Board passed the following motion:

**Moved by** Councillor Byrne, seconded by Councillor van Vulpen that the Board request that the Town of Amherst, the Municipality of the County of Cumberland, and the Town of Oxford adopt a new Inter-Municipal Services Agreement by March 31, 2018 such that CJSMA can be incorporated pursuant to Section 60 of the Municipal Government Act.

**MOTION CARRIED 11-416**

2. The Solid Waste Manager PDP Policy, revised job description, and PDP plan to the end of FY 2018/2019 was presented, discussed and approved. The major component of the PDP plan focuses on development of a strategic plan for CJSMA.
3. Development of a strategic plan was discussed. Staff have been asked to condense the 2010 and 2013 regional solid waste plans into one plan (less than 10 pages) for review and discussion with the Board at the next meeting.
4. Recycling Fire Update – Scotia Recycling has struggled to hire the necessary staff to enable them to begin processing our material. The hope is to send the first truck Friday (November 17, 2017). A contract with Scotia is still being negotiated.

Next Meeting: January 18, 2018

# External Committee Report

## L. A. Animal Shelter

### November 27, 2017

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The L. A. Animal Shelter Board of Directors met on November 16, 2017. Highlights of that meeting include:

1. Finance report was provided. The numbers were less than reassuring. Adoptions were down which reduced both income and expenses but more so on the income side. Lengthy discussion on what information is being provided. No information on past year to date for comparison purposes and also no comparatives regarding budget to actual numbers. The reporting will thus be modified going forward.
2. Fundraising: Given the concerning financial numbers, ideas to increase fundraising were discussed as it was recognized there is a need to take in more money to properly run the shelter. Ongoing fundraising projects (lotto tree, calendar, etc.) while successful, are not sufficient so new approaches are to be considered.
3. Food quotes: incomplete and tabled to the December meeting.
4. Staff Christmas bonuses: In spite of the financial situation at present there is optimism that it can and will be improved. The total for staff Christmas bonuses was only \$150 last year and so it was felt to be important and thus approved to provide the same again this year.
5. Participation in the Town Christmas parade again this year.