



**Town of Amherst  
Regular Council Meeting  
Agenda**

Date: **Monday, December 18, 2017**  
Time: **7:00 pm**  
Location: **Council Chambers, Town Hall**

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## Regular Council Meeting –December 18, 2017

### O' Canada Singer Introduction:

Elle Stubbert is a grade four student at Cumberland North Academy. Elle loves to sing, enjoys dancing with Sackville's perpetual dance studio, loves school and plays basketball. Someday Elle would like to be an actress. Let's all welcome Elle and ask her to lead off the meeting by singing O' Canada.

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

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

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

**Staff Present** Greg Herrett, CAO  
Jason MacDonald, Deputy CAO Operations  
Dwayne Pike, Deputy Police Chief  
Vince Arbing, Treasurer  
Bill Schurman, Director Recreation  
Greg Jones, Fire Chief  
Rebecca Purdy, Executive Assistant  
Ben Pitman, Engineer  
Tom McCoag, Corporate Communications Officer

**1. PUBLIC HEARING 6:30 PM**

**1.1 Development Agreement - Cumberland Ridge Drive (6636)**

Mayor Kogon opened the Public Hearing by informing those in attendance that Council is considering an application to enter into a development agreement (DA) 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 DA 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.

Jason MacDonald, Deputy CAO - Operations reported that a DA was approved under the requirements for mobile home parks in the previous Municipal Planning Strategy (MPS); the property owner now wants to subdivide the property so the lots can be sold as opposed to leased. The application follows all the relevant policies of the current MPS. The street was built and paid for by the owner to Town specifications and was turned over to the Town; the future phased streets will also be built and paid for by the developer and turned over to the Town. In the past the park owner would build and maintain a small park within the development. The owner will develop a park and turn it over to the Town to own and maintain. Bill Schurman, Director of Recreation reported that the development of the park would be a welcome addition to the local neighborhood. Two public participations were held on the matter. The application satisfies all relevant policies of the MPS and the PAC is recommending that Council enter into the new DA.

Mayor Kogon invited comments from the public.

Leonard Tower owns the adjacent property. He says it has an impact on him. He asked if anyone could buy a piece of land and put a mobile home on it. Jason MacDonald responded that any property that was zoned for mini home could, yes. In terms of not having an impact on the residents in the area, Mr. MacDonald clarified that Mr. Schurman's comments were that the park that would not have a negative impact on the area. The process is the same whether

subdividing the land or not and would be the same for anyone else. The fact that the property is being subdivided and sold is the crux of the situation. From a land use planning perspective, it doesn't matter. It's still zoned for mini homes and there is still the same number of lots.

Mrs. Betty Tower, owner of the adjacent property, asked who is going to ensure the covenants and requirements are met if the developer doesn't own the lots. Mr. MacDonald responded that the covenants, maintenance, etc. are the responsibility of the property owner, the same as any other property within the town.

A woman identified herself as "Wanda" saying she lives at 124 Victoria Street; she asked whether there will be some distance, or trees or fences or some sort of buffer between her property and the lots adjacent to her. Mr. MacDonald responded that there is a buffer that identifies what is permitted; that would be enforced by the Town.

Mrs. Tower asked if there was anything that would have ever changed the minds of Council or was it a done deal from the beginning. She said issues and concerns of residents don't seem to have made any difference and if there is any reason for this process. CAO responded that at each stage of the process, Council members are free to cast votes as they see fit. It was not a foregone conclusion at any stage.

Deputy Mayor Sheila Christie said it wasn't an issue of whether the mini home park could continue or not - it was already in place. The Town's role is in how to enforce stricter regulations, and to put some greenspace in place. Andrew Fisher, Planner addressed covenants that are in the DA. In addition to the rules that were put in place in 1988 and 1992, the new DA requires that none of the homes can be older than five years, addressing concerns expressed in the public hearing process; several terms and conditions in the DA include that the developer builds the street, finishes each lot with topsoil and seed when sold, and once sold the lot owner is then responsible to maintain the property subject to the terms of the DA and the Land Use Bylaw (LUB) as with any other property, and with the Mobile Home Bylaw.

Hearing no further comments, Mayor Kogon closed the public hearing on this matter at 6:50 PM, advising that consideration of Second Reading for this DA is on Council's agenda later this evening.

## **2. CALL TO ORDER 7:00 PM**

### **2.1 Introduction of Special Guests**

Mayor Kogon introduced the National Anthem vocalist, Lauren Letcher and Amherst Youth Town Councillor, Junior Mayor Rohin Minocha-McKenney

## **3. O'CANADA**

## **4. APPROVAL OF AGENDA/MINUTES**

### **4.1 Approval of the Agenda (6941)**

**Moved By Deputy Mayor Christie**

**Seconded By Councillor Byrne**

**To approve the agenda but to address item 5.9 before item 5.1.**

**Motion Carried**

### **4.2 Approval of Minutes - October 23, 2017 Regular Meeting (6942)**

**Moved By Councillor MacKenzie**

**Seconded By Councillor Jones**

**To approve the minutes of the October 23, 2017 regular Council meeting**

**Motion Carried**

## 5. REQUESTS FOR DECISION

### 5.9 Dog Park (6383)

**Moved By Councillor Blanch**

**Seconded By Councillor Jones**

**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**

**Motion Carried 4-3**

**Against: Councillors Byrne, MacKenzie and Rhindress**

### 5.1 Development Agreement - Cumberland Ridge Drive (6636)

**Moved By Deputy Mayor Christie**

**Seconded By Councillor Byrne**

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

**Motion Carried**

Case No: DA-2017-03

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

**THE TOWN OF AMHERST**

David Kogon MD, Mayor

Gregory D. Herrett, CAO

**FOR THE OWNER**

**CUMBERLAND RIDGE DEVELOPMENTS INC.**

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. DWELLINGS

- A. That use of the lands shall be for single-unit dwellings only.
- B. That no Development Permit shall be issued to locate a manufactured home on the lands that has a date of manufacture greater than five (5) years prior to the date of application for said Development Permit.

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

- ii) garage shall be included in calculating the total floor area of the dwelling.  
 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'**





**SCHEDULE 'B'**



**5.2 Insurance Services Provider (6903)**

Moved By Councillor Byrne  
 Seconded By Councillor Rhindress  
 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

Motion Carried

**5.3 Appointment of Municipal Auditors (6904)**

Moved By Councillor Rhindress  
 Seconded By Deputy Mayor Christie  
 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

Motion Carried

**5.4 Police Vehicle Tender (6764)**

*Deputy Mayor Christie declared a conflict as an employee of a vehicle dealership and excused herself from the discussion and decision on this agenda item.*

**Moved By Councillor MacKenzie**

**Seconded By Councillor Blanch**

**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**

**Motion Carried**

**5.5 Internal Controls and Documentation RFP (6873)**

*Although there are no requirements in the Municipal Conflict of Interest Act for staff to declare conflict, CAO Greg Herrett excused himself from the discussion and decision on this agenda item, as a member of his family is employed by one of the proponents responding to the RFP.*

**Moved By Councillor Jones**

**Seconded By Councillor Blanch**

**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**

**Motion Carried**

**5.6 Outdoor Skating Rink Lease Agreement (6874)**

**Moved By Councillor Blanch**

**Seconded By Deputy Mayor Christie**

**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**

**Motion Carried**

**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

	)	
	)	
	)	<b>KIM W. MADDISON ENTERPRISES LTD.</b>
	)	Per:
	)	
_____	)	_____
	)	Kim W. Maddison, President
	)	
	)	
	)	<b>TOWN OF AMHERST</b>
	)	Per:
	)	
_____	)	_____
	)	Gregory D. Herrett, CPA, CA
	)	Chief Administrative Officer
	)	

**5.7 Amherst Youth Town Council Appointments (6872)**

**Moved By Deputy Mayor Christie  
Seconded By Councillor Blanch  
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**

**Motion Carried**

**5.8 Recycling Issues (6671)**

**Moved By Councillor Byrne  
Seconded By Councillor Rhindress  
That Council accept the staff and CJSMA recommendation and 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; and further, 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; and further, 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; and finally, 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**

**Motion Carried**

**5.10 Budget Development Policy (6442)**

**Moved By Councillor Rhindress  
Seconded By Councillor Byrne  
That Council approve the Budget Development Policy, #3450-04**

**Motion Carried 6-1  
Against: Councillor Jones**

**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 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.

**5.11 Procurement Policy Amendment (6875)****Moved By Councillor MacKenzie****Seconded By Councillor Byrne****That Council approve the amended Procurement Policy, 3700-01****Motion Carried  
Against: Councillor Jones****TOWN OF AMHERST PROCUREMENT POLICY****NUMBER 3700-01****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.
- 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** 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 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. 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;
  - (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;
- (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 advantages 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 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.

### 6. INFORMATION / DISCUSSION ITEMS

#### 6.1 Reportable Municipal Expenses (6947)

Information item; staff continue to develop the hospitality policy and review the current policies to ensure compliance with Bill 10.

### 7. INTERNAL COMMITTEE REPORTS

#### 7.1 Amherst Board of Police Commissioners (6959)

Councillor Blanch presented the report on behalf of the Amherst Board of Police Commissioners. Information item - no direction given.

**7.2 Amherst Youth Town Council (6958)**

Junior Mayor Rohin Minocha-McKenney presented the report on behalf of the Amherst Youth Town Council. Information item - no direction given.

**8. EXTERNAL COMMITTEE REPORTS**

**8.1 Cumberland Public Libraries (6957)**

Councillor MacKenzie presented the report on behalf of the Cumberland Regional Libraries Board. Information item; no direction given.

**8.2 Cumberland Joint Services Management Authority (6956)**

Councillor Byrne presented the report on behalf of the CJSMA Board. Information item. No direction given.

**8.3 Northern Region Solid Waste Committee - No report**

**8.4 L. A. Animal Shelter (6955)**

Mayor Kogon presented the report on behalf of the L. A. Animal Shelter. Information item - no direction given.

**9. ADJOURNMENT**

**Moved By Councillor Jones  
Seconded By Councillor Rhindress  
To adjourn at 800 PM**

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

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David Kogon, MD  
Mayor

# Synopsis

## Amend Salary Administration Policy IT Manager

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Since the departure of Corinne Burke, the Town's information Technology network infrastructure has been remotely monitored and managed by our contractor ADS Technologies Ltd of Halifax and Moncton. The arrangement was put in place on an "emergency basis" at the time and has worked well in terms of maintaining our critical IT systems. ADS monitors our systems on a 24/7 basis and intervenes remotely when practical to do so. When an on-site intervention is necessary they send the appropriate staff to address the issue. In addition to this monitoring/management arrangement they also provide a quarterly check in with the CAO and one half day per week of on-site support for our IT Coordinator Tammy Teed. Tammy's role is to address all user issues "from the wall out", taking care of desktop hardware and software issues as well as managing our relationship with Bell, our internet and cellular service provider.

While this arrangement has worked well, it does not address the overall management of the IT function in terms of long term planning and budgeting for network and hardware/software maintenance and replacement. There is no IT presence at our management table. The arrangement was a temporary one that grew in to a longer term one and staff believe that now is the time to revert back to a staff position. This will give us the benefit of a full 35 hours per week from a staff person and have the additional benefit of creating local employment.

### **MOTION:**

**That Council approve an amendment to Town of Amherst Salary Administration Policy to add IT Manager to the Manager Category of Appendix "C"**



## AMHERST TOWN COUNCIL

RFD#

Date: December 18, 2017

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

**SUBMITTED BY:** Kimberlee Jones, HR

**DATE:** December 18, 2017

**SUBJECT:** Amendment to the Salary Administration Policy

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**ORIGIN:**

Re-organization of staff resources

**LEGISLATIVE AUTHORITY:**

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

**RECOMMENDATION:**

That Council approve an amendment to Town of Amherst Salary Administration Policy to add IT Manager to the Manager Category of Appendix "C"

**BACKGROUND:**

Since the departure of Corinne Burke, the Town's information Technology Network infrastructure has been remotely monitored and managed by our contractor ADS Technologies Ltd of Halifax and Moncton. The arrangement was put in place on an "emergency basis" at the time and has worked well in terms of maintaining our critical IT systems. ADS monitors our systems on a 24/7 basis and intervenes remotely when practical to do so. When an on-site intervention is necessary they send the appropriate staff to address the issue. In addition to this monitoring/management arrangement they also provide a quarterly check in with the CAO and one half day per week of on-site support for our IT Coordinator Tammy Teed. Tammy's role is to address all user issues "from the wall out", taking care of desktop hardware and software issues as well as managing our relationship with Bell, our internet and cellular service provider.

**DISCUSSION:**

The cost of this contract amount varies a bit but on average it costs the Town approximately \$55,200 annually. In addition to these costs, on occasion we call on ADS to provide support beyond the scope of the contract and there would be an extra charge for this.

While this arrangement has worked well, it does not address the overall management of the IT function in terms of long term planning and budgeting for network and hardware/software maintenance and replacement. There is no IT presence at our management table. The arrangement was a temporary one that grew in to a longer term one and staff believe that now is



the time to revert back to a staff position. This will give us the benefit of a full 35 hours per week from a staff person and have the additional benefit of creating local employment.

**FINANCIAL IMPLICATIONS:**

It is proposed that the IT Manager be created and placed in the “manager” category. This category starts at \$71,162. After considering benefits it is anticipated that the employment costs related to this position will be approximately \$88,900. With the anticipated reduction in contract costs considered it is expected there will be additional annual costs related to the decision in the \$34,000 range.

**COMMUNITY ENGAGEMENT:**

Media Release pending Council approval

**ENVIRONMENTAL IMPLICATIONS:**

There are no environmental implications to this recommendation

**ALTERNATIVES:**

- Amend the policy as presented
- Do not amend

**ATTACHMENTS:**

Salary Administration Policy #4530-01 with proposed amendments

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Report prepared by: Kimberlee Jones, HR

Report and Financial approved by:

**APPENDIX C**

**JOB CATEGORIES**

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

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

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

# Synopsis

## Request for Financial Support United Way – Festival of Trees

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United Way representatives made a presentation to Committee of the Whole on October 16, and submitted a funding request at that time in support of their Festival of Trees event, which was to be held November 17-18. They had anticipated promoting the Town as a major sponsor of the event, and the preferred timing of Council's decision had to change to be made before the November regular meeting. By way of a poll, Council members were in agreement that a contribution of \$1,000 would be made to accommodate United Way's requirements, and that this would be ratified at a subsequent meeting of Council. The County was also a contributor of \$1,000 to this event.

### **MOTION :**

**That Council ratify and approve the grant of \$1,000 to United Way of Cumberland County in support of their Festival of Trees**



## AMHERST TOWN COUNCIL

RFD# 2018055

Date: December 18, 2017

Fes

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

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

**DATE:** December 18, 2017

**SUBJECT:** Funding Request – United Way “Festival of Trees”

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**ORIGIN:**

Application for funding received from United Way

**LEGISLATIVE AUTHORITY:**

MGA 65 (au)(v) authorizes a council to make a contribution to “any charitable, nursing, medical, athletic, educational, environmental, cultural, community, fraternal, recreational, religious, sporting or social organization within the Province,” Community Support Grants Policy, 72000-08

**RECOMMENDATION:**

That Council ratify and approve the grant of \$1,000 to United Way of Cumberland County in support of their Festival of Trees

**BACKGROUND:**

United Way representatives made a presentation to Committee of the Whole on October 16, and submitted a funding request at that time in support of their Festival of Trees event.

**DISCUSSION:**

United Way hosted a Festival of Trees event November 17-18. By way of an informal poll, Council members were in agreement that a contribution of \$1,000 would be made to accommodate the United Way’s requirements, and that this would be ratified at a subsequent meeting of Council. The County was also a contributor of \$1,000 to this event.

**FINANCIAL IMPLICATIONS:**

This request was accommodated within the current budget for grants to organizations.

**ATTACHMENTS:**

United Way Request for Funding

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Report prepared by: Gregory D. Herrett, CPA, CA – Chief Administrative Officer

Report and Financial approved by:



**United Way of Cumberland County**

*Festival of Trees*

Mayor And Council  
Town of Amherst

On behalf of the United Way of Cumberland County we are writing to ask to appear at Committee of the Whole on October 16 at 4.

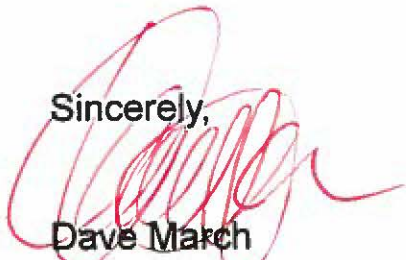
We would like to talk about the 2017 campaign.

We have reviewed the programming needs of our communities and are putting together a 5 year plan. Our vision statement has become, UNITED FOR SOCIAL CHANGE. INSPIRED DONORS. LASTING IMPACT.

And we will be welcoming the Town of Amherst to become a major sponsor of a new event, Festival of Trees, November 17 and 18 at the Amherst Center.

Details of the above are included in this package, as well as the Festival's budget, and other information about the United Way of Cumberland County.

Sincerely,



Dave March

Vice President of the United Way of Cumberland County.

Date: Oct. 16, 2017

REQUEST FOR FINANCIAL SUPPORT

1. ORGANIZATION INFORMATION:

Name of Organization: United Way of Cumberland County  
 Full Mailing Address: 16 Church St, Unit 200, Box 535  
Amherst, NS  
 Contact Person: B4H 4CS Cathy Skinner  
 Email Address: unitedway.cumberland@ns.aliantzinc.ca  
 Telephone: 902-667-2203

2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED \$ 1,500.

3. What is the purpose for the funding requested? (Community Event; Tournament - Provincial / National / Invitational; Festival, etc.)

Festival of TREES - Community Festival

4. Please attach a budget for the tournament, event or activity; include sources of revenue and ALL costs. Please attach all documents that support the funding request.

5. What are the expected benefits to the community? (event participation numbers; local, regional, provincial or national attraction; time span; community assets being used; support from business community)

Festival of TREES will be an opportunity to capitalize on the large crowds attending the Light Up and Christmas Parade. The other benefit is the ability of the United Way to help fund much needed programs such as: Meals on Wheels  
 SMILE

6. Please list all funding sources and/or other community partners for this event: 211 ETC

NAME	FUNDING IF ANY
<u>Crombie/Rest</u>	<u>Free Rental Space</u>
<u>CIADH</u>	<u>\$2,000.</u>
<u>A Request for sponsors but no confirmation as of yet</u>	

7. How many volunteers contribute to this event or festival: 25



amherst.ca  
#seewhyweloveit

98 Victoria Street East, P.O. Box 516, Amherst, Nova Scotia, Canada B4H 4A1  
Phone: (902) 667-3352 Fax: (902) 667-5409

**United Way of Cumberland County**

*Festival of Trees*

**BUDGET**

**Business Luncheon**

Community Credit | Union Business Innovation Center

**Expenses:**

Rental \$240

Lunch: (50x\$6) \$300

**Revenue**

Admission: (50x20) \$1000

**Profit: \$460**

**Breakfast With Santa**

Amherst Center (Artisans Market)

**Expenses:**

Breakfast: (\$5x100) \$500

**Revenue**

Admission: (\$12x50) \$600

**Profit: \$100**

**Pictures With Santa**

Amherst Center

**Expenses:**

Pictures: (30x\$4) \$120

Santa: 4hrs \$100

**Revenue**

Admission: (30x \$10) \$300

**Profit: \$80**

**Festival Arts and Crafts Fair**

Amherst Center

**Expenses:**

Setup \$100

**Revenue**

Admission: (15x\$25) \$375

**Profit: \$275**

## **Festival Auction**

Amherst Center

### **Expenses:**

Liquor Licence: \$62.30

Liquor \$1500

Food \$500

Decorations \$1000

### **Revenue:**

Tickets: (100x\$20) \$2000

Auction proceeds: \$3000

Bar proceeds: \$2000

**Profit: \$3937.70**

## **Festival of Trees Gift Card Tree**

Tickets available throughout the area

\$2 each/\$5 for 3/\$10/10

### **Expenses:**

Misc: tree,tickets \$50

### **Revenue:**

Ticket Sales \$3000

**Profit: \$2,950**

## **Advertising**

### **Expenses:**

CKDH-FM \$600

Amherst News \$600

**Total Expenses: 5,672.30**

**Total Revenue: \$12275.00**

**Total Profit: \$6,602.70**

# Did you Know?

## **Deduction of \$1 per pay:**

- Art and craft supplies for 2 sessions of POP-UP program in 9 communities
- Provides safety checks to 5 clients in the community
- One pair of Automated Defibrillator Pads
- 5 return trips within Amherst, Springhill or Oxford for scheduled appointments

## **Deduction of \$5 per pay:**

- Provides 43 meals for clients requiring the Meals on Wheels Program
- Daily, 48 nutritional snack with milk at Amherst Preschool
- 1 return trip to Halifax and/or 3 trips to Moncton for scheduled appointments

## **Deduction of \$2 per pay:**

- Provides fine motor skill items such as scissors, markers, crayons, etc.
- 225 clients to have Vial for Life containers
- 1 child to participate in youth self-esteem group "SHINE"
- Disposal first aid supplies

## **Deduction of \$10 per pay:**

- One family receiving summer respite service
- Specialized equipment such as walkers, wheelchairs or technologies to assist children
- Provides 86 meals for clients requiring the Meals on Wheels Program

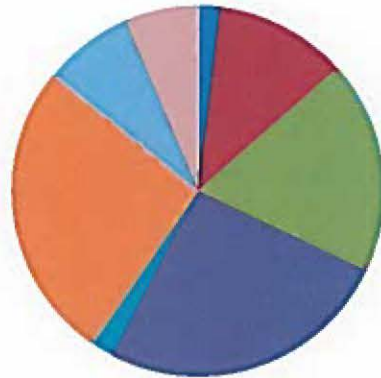


**United Way of Cumberland County**

# Report to Donors

## Funding Recipients 2016

- 211
- SMILE & Shine
- Sexual Health
- Maggie's Place
- St. John Ambulance
- VON
- Transition House
- CCTS



## Do you know?

- Seniors(65+) comprises 25% of our population in 2015, which is 9% higher than the rest of Canada
- The population in Cumberland County decreased almost 4% between 2011 to 2015
- In 2010, 44% of workers in Cumberland County were making less that \$20,000. per year

In 2016, over 2,000 individuals, companies, unions and foundations supported the United Way Campaign

## Strategic Plan

The Board of Directors of the United Way of Cumberland County reviewed the programming needs in our communities. The next step was to put together a 5 year Strategic Plan. By doing this it allowed us to take an in depth look at our strength's and weaknesses. Our greatest strength is our hundreds of volunteers/in-house canvassers whom are invaluable to this organization. Another strength is our donors who have supported the United Way 's mission and have generously donated to our many campaigns. We know our donors realize how necessary these programs are to strengthen our communities. We realize we have to be more focused on our Branding and getting our message out to all the residences of Cumberland County. So in the future we intend to work diligently on these two areas.

Our new Vision Statement is "UNITED FOR SOCIAL CHANGE. INSPIRED DONORS. LASTING IMPACT" this reflects the direction we will be seeking over the next five years.



United Way®

**Cumberland County**

# The United Way of Cumberland County

## *Festival of Trees*



*Nov. 17-18*

**AMHERST**  
centre

*Friday*

Festival Business Luncheon 12-1:30

Festival Art and Craft sale 12-close

Festival Preview 12-closing

*Saturday*

Breakfast with **Santa** 9-11

Pictures with **Santa** 10-1

Festive Art and Craft Sale 10-close

Festival Gala Auction 8-11

Your donation to the United Way of Cumberland County supports:



Thanks to our sponsors:



**Contributions are tax deductible and we will automatically send you a receipt.**

Please choose one of the following:

- I am enclosing a gift of \$ \_\_\_\_\_  
(for cheque, money order, or bank draft)
- I authorize a one time gift of \$ \_\_\_\_\_  
charged to my **MasterCard® or VISA®**.
- I authorize quarterly billing of \$ \_\_\_\_\_  
charged to my **MasterCard® or VISA®**.

**MasterCard® or VISA® 16 digit credit card number:**

-----

Expiry Date: \_\_\_\_ / \_\_\_\_

Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Town: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_

- I would like my name included in the United Way of Cumberland County Annual Report.
- I would like information on bequests to the United Way of Cumberland County.

**Please make cheques payable to:**  
**United Way of Cumberland County**  
**16 Church Street, Unit 206**  
**P.O. Box 535, Amherst, Nova Scotia, B4H 4A1**  
**Ph: (902) 667-2203**  
**Web: amherst.unitedway.ca**

The United Way of Cumberland County respects the privacy of its donors. The United Way abides by provincial and federal privacy legislation and does not lend, rent, or sell our donor information.

Did you know next to government, the United Way Centraide Canada is the largest funder of the volunteer sector and social services in Canada.



Every year, hundreds of people volunteer their time and donate to the United Way because they believe in their community. They want to make the place they live, work, and play a better place for everyone.

Community is people. People who give. People who care. These are the

people who have made the United Way successful in meeting the needs in Cumberland County for over 50 years.

United Way of Cumberland County supports agencies and funds programs that help people who are feeling desperate, lost, or think they have no place left to turn. United Way recognizes that every person has value. Every person should receive the help they need.

**I believe...**

**In possibility.**

**In my community.**

**That diversity is vital.**

**Every person has value.**

**Everyone deserves respect.**

**Everyone's potential can be realized.**

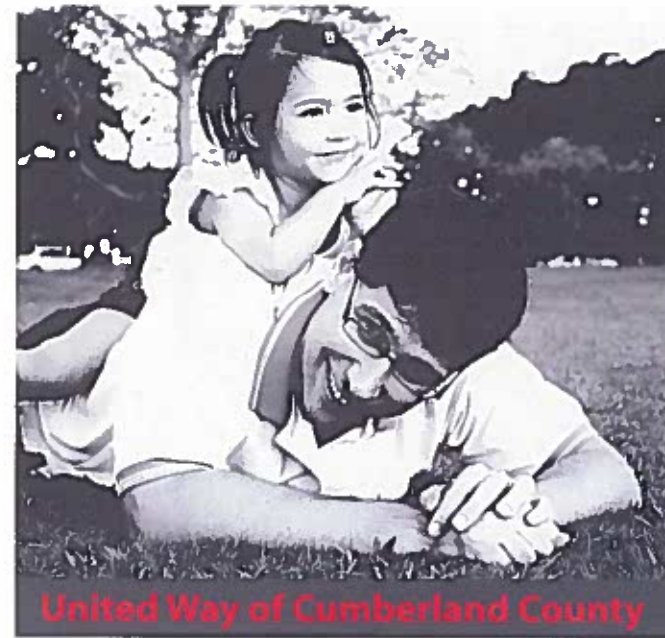
**Everyone has something to contribute.**

**Everyone needs help and everyone can offer help.**

**A safe & supportive community is everyone's responsibility.**



**United Way**



**United Way of Cumberland County**

16 Church Street, Unit 206  
P O Box 535, Amherst, Nova Scotia  
B4H 4A1

**Ph: (902) 667-2203**  
**Fx: (902) 667-3819**

**Web: amherst.unitedway.ca**  
**E-mail: unitedway.cumberland@ns.aliantzinc.ca**

Business #11927 8117 RR0001

**Serving our community for over 50 years.**

**Thank you for your support!**

# Your donation will help support various programs in Cumberland County



**United Way**  
of Cumberland County



Our brand identity:  
· the rainbow - a symbol of hope · the hand - a symbol of uplifting support  
· the person - a symbol of humanity · the name - an expression of collective strength at the foundation of our community

## **211 Program** (Dial 2-1-1 in Nova Scotia)

211 is an easy to remember phone number and Internet based service, connecting people to non-emergency social programs, community and government services, including: basic needs such as shelter, food and support resources and other community and health related programs. Nova Scotians can access this free, confidential service 24 hours a day, 365 days a year by dialing "2-1-1" or by visiting [www.ns.211.ca](http://www.ns.211.ca).

## **Amherst Pre-School Association** (667-7731)

A subsidized pre-school program for 4-5 year olds. Provides social, emotional, physical, and intellectual development to help prepare them for school the following year.  
(Pending Charitable Tax #)

## **Cumberland County Transportation Society**

(667-8149 or toll-free, 1-877-305-7433)

Provides sustainable transportation service that is accessible, reliable, affordable, and safe for all residents of Cumberland County.

## **Cumberland County Transition House** (667-1200)

This program provides crisis & transitional services to women and their children experiencing violence and abuse. They have a 24/7 crisis line, as well as a New Direction Program for men who abuse their partners.

## **SMILE, SHINE, Summer Respite Programs**

These programs serve children with a variety of special needs and/or behaviour challenges between the ages of 3 to 21 years and their families. These programs build a positive view of the future through social and recreational programming in partnership with our community.

## **Maggie's Place** (667-7250)

Preschool Outreach Program (POP-UP) provides an opportunity for children to develop and enhance their social skills by interacting with other children during both free play and organized activities. Language and literacy skills will be enhanced through stories, rhymes and songs. This program is offered in eight locations: Advocate, Northport, Oxford, Parrsboro, Pugwash, River Hebert, Springhill, and Wallace.

## **Sexual Health Centre for Cumberland** (667-7500)

Programs such as Go Girl, Worth Waiting, and Growing Together encourage informed, responsible attitudes toward healthy sexuality throughout the human life cycle, thus improving the quality of life.

## **St. John Ambulance** (667-5960)

Trained adults and cadets provide First Aid coverage for local sporting events, graduation exercises, walks, races, etc. Without their assistance at public events, many community organizations would have to incur significant cost to pay paramedics for this service.

## **Victoria Order of Nurses (VON)** (667-8796)

Meals-on-Wheels delivers hot noon-time meals in the Amherst Area, Monday to Friday. The meals are nutritious and meet special dietary requirements. The service helps people who cannot shop for their own meals or find the task of meal preparation difficult.

Adult Day offers caregivers respite and gives participants the opportunity to socialize, meet new friends and take part in fun leisure activities, all the while being in a safe environment with trained professionals.

Foot Care Clinics are offered in Advocate, Amherst, Oxford, Pugwash, Wallace, and Parrsboro to help our elderly and chronically ill citizens to retain healthy feet thus supporting independence, mobility and well-being.

The Vial for Life program promotes easier accessibility to a person's medical history for emergency personnel.

Cumberland County Safety Check-In program is a no cost public safety program delivered by volunteers. Volunteers contact clients by telephone between 9:00 am and 12:00 pm daily.

# Synopsis

## Amendment to the Solid Waste Bylaw

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Historically the partnering municipal units in the Cumberland Joint Services Management Authority have utilized a single stream recycling program - in fact we are the only area in Nova Scotia that does not utilize a dual stream system. With the destruction of the recycling facility at CJSMA Little Forks site, all participating units are being requested to move to a two-stream recycling system so our recycling materials can be processed at other processing sites in Nova Scotia while the new recycling facility is being designed and constructed. Once our new recycling facility is constructed, two stream recycling will also improve our efficiency at the sorting site and improve the marketability of our sorted recycling materials.

In order to enact a two-stream recycling system, amendments to the Solid Waste Bylaw are required.

### **MOTION :**

**That Council approve first reading the Bylaw to Amend the Solid Waste Bylaw to facilitate the implementation of a two-stream recycling system**



## AMHERST TOWN COUNCIL

RFD# 2018053

Date: December 18, 2017

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**TO:** Mayor Kogon and Members of Amherst Town Council  
**SUBMITTED BY:** Jason MacDonald  
**DATE:** December 18, 2017  
**SUBJECT:** Dual Stream Recycling Collection Solid Waste Bylaw Amendments

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**ORIGIN:**

Motion of Council, November 27, 2017 That Council accept the staff and CJSMA recommendation and 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; and further, 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; and further, 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; and finally, 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.

**LEGISLATIVE AUTHORITY:**

Municipal Government Act Section 172 (1) A council may make by-laws, for municipal purposes, respecting (k) services provided by, or on behalf of, the municipality.

**RECOMMENDATION:**

That Council approve first reading of the Bylaw to Amend the Solid Waste Bylaw

**DISCUSSION:**

Historically the partnering municipal units in the CJSMA have utilized a single stream recycling program - we are the only area in Nova Scotia that does not utilize a dual stream system. With the destruction of the recycling facility at the Cumberland Joint Services Management Authority Little Forks site, all participating units are being requested to move to a dual stream recycling system so our recycling materials can be processed at other processing sites in Nova Scotia. Once our new recycling facility is constructed, dual stream recycling will also improve our efficiency at the sorting site and improve the marketability of our sorted recycling materials.

In order to enact a dual stream recycling system, amendments to the Solid Waste Bylaw are required. Such amendments are detailed in the attached bylaw.

The collection of dual stream recycling is being dealt with through the current process of developing a request for proposals for our new residential solid waste collection contract.



In addition to the changes to the residential sector, the Industrial, Commercial and Institutional (ICI) sector will also have to convert to two stream recycling. This will result in additional sorting and storage requirements for these businesses. As always when changes to our system are implemented, an educational period will be conducted prior to strict enforcement.

**FINANCIAL IMPLICATIONS:**

It is expected that a dual stream recycling system will save money in the form of reduced sorting being required at the recycling facility. The dual stream system could also improve the marketability of our recyclables through reduced contamination.

The cost of residential collection of a dual stream system to a single stream system is not known but is not expected to be significant. We have included this change in service in our draft RFP for residential collection services and will have solid numbers when those responses are received.

**COMMUNITY ENGAGEMENT:**

Staff of the CJSMA are preparing a public information session on the dual stream recycling topic in the new year.

**ENVIRONMENTAL IMPLICATIONS:**

Dual stream recycling reduces contamination at the source of the material and therefore improves the actual recycling rate of the material at the sorting site.

**ALTERNATIVES:**

1. Do not move to a dual stream recycling system and continue to pay the additional costs of having the material sorted at the recycling facility.

**ATTACHMENTS:**

Bylaw to Amend the Solid Waste Bylaw  
Solid Waste Bylaw with amendments highlighted

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Report prepared by: Jason MacDonald, Deputy CAO, Operations

Report and Financial approved by:

## Bylaw to Amend the Solid Waste Bylaw, D-20

1. This is a Bylaw to Amend the Town of Amherst Solid Waste Bylaw, number D-20, approved by Council on April 26, 2011.
  
2. The Town of Amherst Solid Waste Bylaw is hereby amended as follows:
  - a. Under the heading “**Definitions**” by adding the following definition as 2 (10) and renumbering the subsequent paragraphs:

“container recyclables” means redeemable beverage containers, steel, tin or aluminum food containers and 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, and any such other items as may, from time to time, be identified in public education documents distributed by the Town of Amherst or CJSMA as suitable for municipal container recyclables collection;

And by adding the following definition as 2 (18) and renumbering subsequent paragraphs:

“fibre recyclables” means corrugated cardboard, newsprint, catalogues, bond paper, glossy flyers and magazines, paper egg cartons, boxboard, computer paper, telephone and other soft cover books, and any such other items as may, from time to time, be identified in public education documents distributed by the Town of Amherst or CJSMA as suitable for municipal fibre recyclables collection.

Deleting the definition “recyclable material” at paragraph 2. (28).
  
  - b. Under the heading **Source Separation**, by removing “(2) recyclable materials” and replacing it with “(2) (i) container recyclable materials” and “(ii) fibre recyclable materials”
  
  - c. Under the heading **Solid Waste Collection**, paragraph 6 (4) becomes 6(4)(i) and the first word “general” is replaced with the word “container” and in the last sentence “six (6)” is replaced with “three (3)”; a new sub-paragraph 6 (4)(ii) is added: “paper 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 three [3] such bags or bundles per dwelling unit shall be placed for collection on any one collection date;”

- d. In the **INDUSTRIAL COMMERCIAL AND INSTITUTIONAL SECTOR (ICI)** section, under the heading **Industrial, Commercial, Institutional Solid Waste Disposal**, paragraph 10 (3)(i), by replacing the words “recyclable materials” with the words “container recyclable materials and fibre recyclable materials”; paragraph 10 (4)(i) replace the words “and recyclable materials” with the words “container recyclable material and fibre recyclable material”.

In the same section, under the heading **Commercial Containers**, paragraph 11 (1)(v) add the word “CONTAINER” before the word “RECYCLABLES” and add the word “container” before the word “recyclables”; and by adding an additional sentence, “has displayed thereon the following message “FIBRE RECYCLABLES” where fibre recyclables are to be deposited in the commercial container.”

# 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) “**container recyclables**” means redeemable beverage containers, steel, tin or aluminum food containers and 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, and any such other items as may, from time to time, be identified in public education documents distributed by the Town of Amherst or CJSMA as suitable for municipal container recyclables collection;
- (11) “**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;
- (12) “**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;
- (13) “**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;
- (14) “**Council**” means the council for the Town of Amherst;
- (15) “**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;
- (16) “**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;

- (17) **“Enforcement Officer”** means the person appointed by the Town to be the Enforcement Officer or their designate;
- (18) **“fibre recyclables”** means corrugated cardboard, newsprint, catalogues, bond paper, glossy flyers and magazines, paper egg cartons, boxboard, computer paper, telephone and other soft cover books, and any such other items as may, from time to time, be identified in public education documents distributed by the Town of Amherst or CJSMA as suitable for municipal fibre recyclables collection.
- (19) **“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;
- (20) **“hospital and pharmaceutical waste”** means waste generated at hospitals, clinics, pharmacies, veterinary clinics, dentist offices and includes used needles, drugs, dressings, excluding pathological waste;
- (21) **“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;
- (22) **“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;
- (23) **“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;
- (24) **“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;
- (25) **“premise”** means any building or property in the Town;
- (26) **“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;

- (27) **“reactive waste”** means a waste that reacts violently with water or is readily capable of detonation or explosive reaction including calcium carbide;
- (28) ~~**“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;~~
- (29) **“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;
- (30) **“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;
- (31) **“residential solid waste”** includes compostables, recyclable materials and residual garbage generated at a residential premise;
- (32) **“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;
- (33) **“scrap metal / white goods”** includes items such as washers, dryers, dishwashers, stoves and refrigerators;

- (34) **“septic waste”** means the liquid and solid material removed from septic tanks, sewage treatment plants, and manholes, cesspools, privies and portable toilets;
- (35) **“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;
- (36) **“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;
- (37) **“Solid Waste Manager”** means the Solid Waste Manager of the CJSMA;
- (38) **“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;
- (39) **“Town”** means the Town of Amherst;
- (40) **“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;
- (41) **“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) **(i. container** recyclable materials;  
**(ii. fibre** 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~~ **(i. container** 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 three [63]** such bags or bundles per dwelling unit shall be placed for collection on any one collection date;  
  
**(ii. paper 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 three [3] 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, **container** recyclable materials **and fibre 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 container** recyclable material **and fibre 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 "**CONTAINER** RECYCLABLES" where **container** recyclables are to be deposited in the commercial container;
- has displayed thereon the following message "**FIBRE** RECYCLABLES" where **fibre** 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 or 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.

**Clerk's Annotation for Official By-Law Book**

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 **Solid Waste By-law** was adopted by Council and published as indicated above.

-----  
Gregory D. Herrett,  
Town Clerk and CAChief Administrative Officer

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Date

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

# Synopsis

## Request for Financial Support Cumberland County Transportation Service

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The Cumberland County Transportation Service (CCTS) society applied to the Town for funding to assist in the purchase of a bus. The society currently receives \$20,000 per year from the County in operating funding. The society has allocated \$5,000 of the \$20,000 that they receive from the County this year for the purchase of a bus and is requesting that the Town contribute \$5,000. This contribution would support issues for the Town in the areas of support for seniors and dealing with poverty issues.

### **MOTION :**

**That Council approve a one-time capital grant of \$5,000 to Cumberland County Transportation Services to assist in the purchase of a bus**



**AMHERST TOWN COUNCIL**

**RFD# 2018054**

**Date: December 18, 2017**

**TO:** Mayor Kogon and Members of Council  
**SUBMITTED BY:** Gregory D. Herrett, CPA, CA – Chief Administrative Officer  
**DATE:** December 18, 2017  
**SUBJECT:** Funding Request – Cumberland County Transportation Services

**ORIGIN:**

Application for funding received from Cumberland County Transportation Services (CCTS)

**LEGISLATIVE AUTHORITY:**

MGA 65 (au)(v) authorizes a council to make a contribution to “any charitable, nursing, medical, athletic, educational, environmental, cultural, community, fraternal, recreational, religious, sporting or social organization within the Province,” Community Support Grants Policy, 72000-08

**RECOMMENDATION:**

That Council approve a one-time capital grant of \$5,000 to Cumberland County Transportation Services to assist in the purchase of a bus

**BACKGROUND:**

This request was received in September, and staff have spent some time reviewing, engaging with the society and getting more information in support of the application. The request is outside the staff approval limits in the Community Support Grants Policy

**DISCUSSION:**

The society currently receives \$20,000 per year from the County in operating funding. The Town currently does not provide funding to this organization. The society has allocated \$5,000 of the \$20,000 that they receive from the County this year for the purchase of a bus and is requesting that the Town contribute \$5,000. This contribution would support issues for the Town in the areas of support for seniors and dealing with poverty issues.

**FINANCIAL IMPLICATIONS:**

This request can be accommodated within the current budget for grants to organizations.

**ATTACHMENTS:**

CCTS Request for Funding  
CCTS Financial Reports

Report prepared by: Gregory D. Herrett, CPA, CA – Chief Administrative Officer

Report and Financial approved by:



# MEMORANDUM

**To:** Members of Council  
**From:** Mayor Kogon  
**Date:** December 18, 2017  
**Subject:** Organizational Issues

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The current Council has been in office for a little more than a year. It has been an interesting year and a year of learning, building relationships and getting the lay of the land. This Council was elected on a mandate for change but change takes time. It's even fair to say that when you're first elected it's very difficult to express what the change you are seeking really looks like in a way that makes sense within the municipal framework. A year ago Council met and determined its priorities and expressed them as a series of projects. Many are complete, many are in progress and some haven't yet been accomplished.

We've been through our first budget process and I'm pleased to be able to say that we've lived within the parameters of that budget and staff are projecting a surplus at year end. While we've had initial chats about our priorities for the coming year we haven't quite finalized them yet. These chats about priorities are a critical initial piece of our budgeting process.

Before we embark further on our budget process and with a year under our collective belts we have turned our minds to the optimal organizational structure that will help us sustain and improve our performance in a number of areas. We've consulted with our CAO, as the head of the administrative, financial and operational branch of the Town in this regard. Together have agreed on some changes that we feel will strengthen the organization now and in the future by recognizing good young talent within the organization and by eventually introducing new talent in areas where there is a need that cannot be addressed from within. I believe that these changes signal to our citizens that it's not just business as usual and that we're serious about improving our organization. I also believe that many of these changes signal to our present employees that opportunities for advancement exist even in a relatively small municipality such as ours.

I'll now ask our Deputy Mayor to outline the changes and introduce the motion.

# Synopsis

## Organizational Issues

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There are a number of issues that have brought us to these specific recommendations this evening.

- Our collective desire to improve in the areas of:
  - Customer service
  - Continuous business process improvement
  - Consistency in our governance processes and support for meetings of Council, Committee of the Whole , the Amherst Board of Police Commissioners, the Planning Advisory Committee and all of the other committees
  - Transparency in the timely availability of council and committee materials for both council and committee members and the general public.
- The need to address succession planning within our organization, not only in terms of the CAO position but other management positions as well
- The desire to recognize excellent talent within the organization and to begin the long process of handing the administration of the Town to them.
- To provide focus to the achievement of Council's strategic priorities and projects while ensuring that capacity exists to manage the day to day provision of municipal services to our customers.
- And finally the pending retirement of two senior staff members provided an opportunity to step back and consider whether there was an opportunity to retool and do things a bit differently.

To address these issues we will create a new office which will include the positions of Municipal Clerk, Deputy Clerk and an Administrative Assistant. The newly created Clerk's office will report to the CAO and oversee governance and transparency, Human Resources and centralize the management of meetings of committees and council, municipal records, and elections.

In the Corporate Services Department, we will create the new position of Financial Services Manager which will assume a supervisory role for front line Corporate staff. As well we will create a new position of Chief Financial Officer who will report directly to the CAO and be responsible not only for financial management and reporting but budgeting, billing and collection, procurement, risk management and claims, and information technology. As well, once in place, the CFO will be responsible to design, implement and monitor new programs to improve

customer service and continuous business process improvement practices. The CFO position will, once effective, take the place of the current position of Director of Finance

The new Manager of Land Use Planning and Strategic Initiatives will take over responsibility for municipal planning issues and will manage and oversee work on the Town's strategic projects and priorities as well as the special projects that arise from time to time

The net cost of these changes on an annual basis is estimated to be less than \$2,000 dollars and there is no net increase in full time equivalent positions.

So the specific recommended changes to the Salary Administration Policy, are as follows:

1. Effective February 1, 2018:

- a. That the position of Executive Assistant to the CAO be eliminated.
- b. That the position of Executive Assistant, Planning be eliminated.
- c. That the position of HR Coordinator be eliminated.
- d. That the position of Municipal Clerk, reporting to the CAO, be created and placed in the Officer category
- e. That the position of Deputy Clerk, reporting to the Clerk, be created and placed in the Admin/Customer Service 4 category
- f. That the position of Administrative Assistant - Clerk's Office, reporting the Clerk be created and placed in the Admin/Customer Service 2 category
- g. That the position of Senior Planner be eliminated.
- h. That the position of Manager of Land Use Planning and Strategic Initiatives, reporting to the CAO, be created and placed in the Manager Category
- i. That the position of Accountant be eliminated
- j. That the position of Manager of Financial Services, reporting to the Director of Finance, be created and placed in the Manager Category.

2. Effective May 1, 2018

- a. That the position of Director of Finance/Corporate Services be eliminated
- b. That the position of Chief Financial Officer, reporting to the CAO, be created and placed in the Director Category
- c. That the Manager of Financial Services report to the Chief Financial Officer

And I so move.

**APPENDIX C JOB CATEGORIES**

<b>Category</b>	<b>Position</b>
<b>Deputy CAO</b>	Deputy CAO
<b>Director</b>	<del>Director of Finance/Corp Serv</del> May 1, 2018
	Director of Recreation
	<del>Chief Financial Officer</del> May 1, 2018
<b>Manager</b>	Fire Chief
	Operations Manager
	<del>Manager of Land Use Planning and Strategic Initiatives</del> Feb 1, 2018
	<del>Manager of Financial Services</del> Feb 1, 2018
<b>Officer</b>	<del>Planner</del> Feb 1, 2018
	<del>Accountant</del> Feb 1, 2018
	Business Development Officer
	Building Official
	<del>Municipal Clerk</del> Feb 1, 2018
<b>Supervisor</b>	Exec Asst/Dispatch Coordinator
	Transportation Foreman
	Facility Manager
	Capital Asset Coordinator/Property Manager
<b>Admin/Cust Serv 4</b>	<del>HR Coordinator</del> Feb 1, 2018
	<del>Exec Asst CAO</del> Feb 1, 2018
	Fire Inspector
	<del>Deputy Clerk</del> Feb 1, 2018
<b>Admin/Cust Serv 3</b>	GIS Coordinator
	<del>Exec Asst Planning</del> Feb 1, 2018
	Corporate Communications Officer (CCO)
	Horticulturalist
	Fire Fighter
	Procurement Coordinator
	Revenue Officer
	Accounts Payable Coordinator
	Cashier/Receptionist
	Water Sewer Billing Clerk
	IT Coordinator
<b>Admin/Cust Serv 2</b>	Admin Asst Recreation
	Admin Clerk Public Works
	Active Living Coordinator
	Culture/Marketing/Tourism Coordinator (Term)
	<del>Admin Asst Clerk's Office</del> Feb 1, 2018
<b>Admin/Cust Serv 1</b>	Bylaw Enforcement Officer
	Criminal Records Checks
	Dispatcher

# MEMORANDUM

**To:** Members of Council  
**From:** Mayor David Kogon, MD  
**Date:** December 18, 2017  
**Subject:** Off Leash Dog Park

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At our November 27, 2018 meeting, Council approved the following resolution authorizing the establishment of an off leash dog park at the Robb's Complex as a pilot :

**“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”**

Subsequent to that meeting on November 28, 2018, at my suggestion, Council informally agreed to shorten the pilot such that it would end on April 30, 2018.

I am seeking Council's formal ratification of our informal decision and would entertain the following motion:

**That Council formally ratify its earlier informal decision to shorten the off-leash dog park pilot at the Robb's Facility such that it will end on April 30, 2018.**

# MEMORANDUM

**To:** Mayor Kogon and Members of Council  
**From:** Gregory D. Herrett, CPA, CA – Chief Administrative Officer  
**Date:** December 18, 2017  
**Subject:** CJSMA – Cell Construction Update

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Stephen Rayworth, Solid Waste Manager for the CJSMA, provided the following update on the cell construction project at Little Forks on December 15th.

“With the recent wet weather, the 1.0m thick clay liner has become saturated with water, and it needs to dry before it will pass inspection. With this (and winter) in mind, Dexter Construction has no choice but to wait until spring to continue construction. They will be preparing the site for winter over the next few days, and expect to be done by the end of next week. They will have approximately 6 weeks of work remaining when they return in the spring.

“By the time they leave, they expect to have approximately 60% of the final HDPE liner installed. They also hope to have the leachate pumphouse structure in place, as well as the new force main installed.

“This latest development will not affect the cost of the project. As well, I do not have any concerns about running out of cell space at this time.”



# **Internal Committee Report**

## **Amherst Board of Police Commissioners**

### **December 18, 2017**

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The Amherst Board of Police Commissioners met on December 7, 2017 in Council Chambers. Some of the highlights of that meeting include:

- Lydia Quinn, Domestic Violence Coordinator with the RCMP made a very informative verbal presentation on domestic violence protocols in Nova Scotia.
- Vince Arbing, Town Treasurer and Secretary to the Board presented with the second quarter financial results and the year-to-date capital budget status. The Board unanimously passed a motion directing the Chief to facilitate research on procurement of electric patrol vehicles and present his findings to the Board at a future meeting.

The Board met on December 13 to celebrate the Christmas season and to recognize two former members, Bill Hiltz and Harold Miller. Both were presented with a plaque recognizing their years of service on the Board.

The next meeting is scheduled for Wednesday, January 19, 2018 at 3 PM.

# Internal Committee Report

## Amherst Youth Town Council

December 18, 2017

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Family movie night.

AYTC has planned a family movie night for the month of December. The event will be held at Community Credit Union Business and Innovation Centre on December 21<sup>st</sup>. Due to the runtime of the movies we decided to display A Charlie Brown Christmas and Home alone. The time of this event will be 6:00 PM.

Apparel

AYTC has decided to purchase apparel so that the members of AYTC can be easily identified when assisting with events. We have decided to purchase jackets and hats from Carters Sports Cresting.

Canada VS Russia

AYTC helped with the Canada VS Russia game assisting with passing out flags, the door, and passing out tattoos.

# **External Committee Report**

## **Cumberland Joint Services Management Authority**

### **December 2017**

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The CJSMA Board of Directors did not meet in December.

The next scheduled meeting is January 18, 2018 at the Upper Nappan Service Centre.

# **External Committee Report**

## **Cumberland Joint Services Management Authority**

### **December 2017**

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The CJSMA Board of Directors did not meet in December.

The next scheduled meeting is January 18, 2018 at the Upper Nappan Service Centre.



# CUMBERLAND JOINT SERVICES MANAGEMENT AUTHORITY

SOLID WASTE SERVICES

December 2017

## Solid Waste Matters



### Landfill Cell Construction

As a result of the recent wet weather, Dexter Construction is wrapping up cell construction for the winter. The 1.0m thick clay liner has become saturated with water, and it needs to dry before construction can continue.

Over the next few days, Dexter will be installing the leachate pumphouse and force main. They will also be securing the portions of the final HDPE liner that have been installed.

They will have about 6 weeks of work remaining when they return in the spring. We do not have any concerns with cell space as a result of this delay.



### Provincial Solid Waste Efficiency Study

The Efficiency Study RFP has been endorsed by Regional Chairs, and the Ministers of Nova Scotia Environment and Municipal Affairs. It was posted to the Nova Scotia tenders website on December 5, and closes January 16, 2018.

### Processing of Recyclables

While they have yet to fully staff their third shift (which is running our materials), we are now sending 3 trucks per week to Scotia Recycling in Kentville for processing.

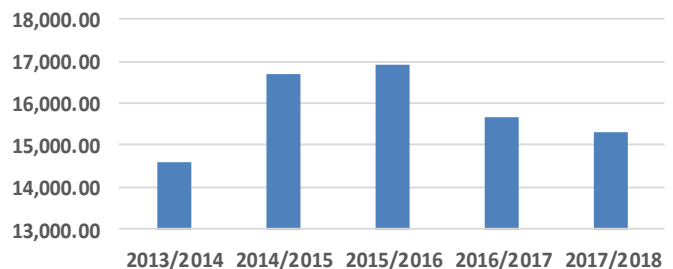
The commodities market for low value plastics continues to deteriorate. Plastic film (bags, shrink wrap, etc.) is now essentially non-marketable, and quality requirements for other plastics are increasing.

### Construction & Demolition Regulations

We are still waiting for revisions to the C&D regulations/guidelines to be released for consultation. (This was supposed to happen in the fall of 2017.)



### Total Incoming (April - November)



*Your Partners in Waste Reduction*

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

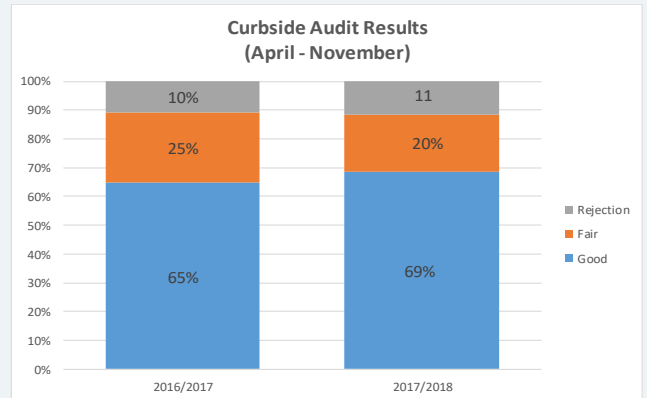
902-667-5141

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

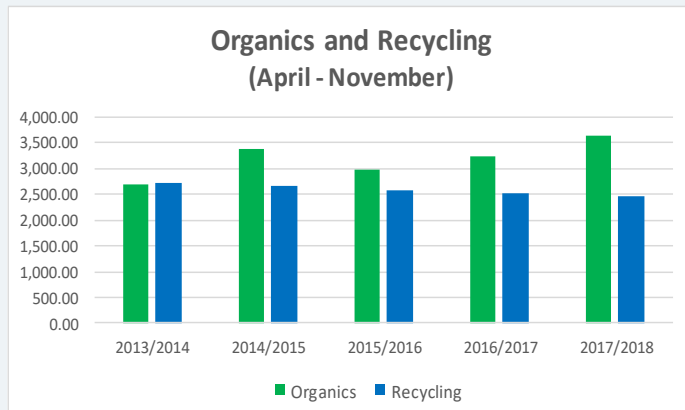


**Education & Enforcement**

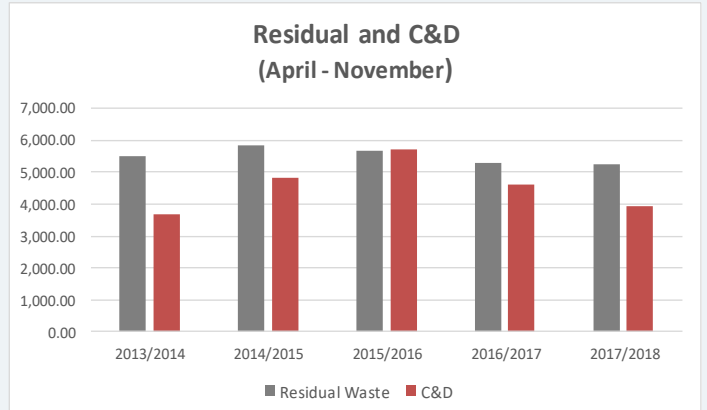
- Staff participated in the Parrsboro Municipal Open House Event. The event was held to get together various municipal departments as it has been one year since the merger. We had a great number of residents attend the event and ask great questions about our program and services.
- Staff delivered notices to Parrsboro residents indicating that they are required to switch their green carts to carts provided by the municipality. The carts that a number of residents were currently using were not compatible with the collection vehicles which resulted in staff having to manually tip the carts.
- Presentations were given to the County, Amherst and Oxford councils on Dual Stream Recycling.
- There are an additional 2 battery drop off locations through the Call2Recycle Battery Recycling Program; Oxford Town Hall and the Springhill Community Centre.
- Staff attended the Annual Enforcement Meeting through Divert NS.
- Staff have been visiting various food establishments to ensure proper set up and compliance.



**Total Diverted**



**Total Disposed**



**Upcoming Meetings**

Solid Waste Priorities Group	December 20, 2017	Truro
Regional Chairs	January 12, 2018	Lower Sackville
CJSMA Board	January 18, 2018	Nappan
Northern Region	January 19, 2018	Colchester
Regional Coordinators	January 24, 2018	TBD
Managers & Directors	TBD	TBD