



**Town of Amherst  
Regular Council Meeting  
Agenda**

Date: **Monday, June 24, 2019**  
Time: **7:00 pm**  
Location: **Council Chambers, Town Hall**

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<b>1. TERRITORIAL ACKNOWLEDGEMENT</b>	
<i>"We[] would like to begin by acknowledging that the land on which we gather is the traditional unceded territory of the Mi'kmaw Peoples."</i>	
<b>2. CALL TO ORDER</b>	
<b>3. O CANADA</b>	
<b>4. APPROVAL OF AGENDA/MINUTES</b>	
4.1 Approval of the Agenda	
4.2 Approval of Minutes	
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4.2.2 June 13, 2019 Special Council	8 - 8
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7.	EXTERNAL COMMITTEE REPORTS	
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7.6	Senior Safety- No Report	
7.7	Inter Municipal Tourism - No Report	
7.8	Poverty Reduction - No Report	
8.	ADJOURNMENT	

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

**Date:** May 27, 2019  
**Time:** 7:00 pm  
**Location:** Council Chambers, Town Hall

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

**Members Absent** Deputy Mayor Sheila Christie

**Staff Present** Jason MacDonald, Deputy CAO Operations  
Bill Schurman, Director Recreation  
Greg Jones, Fire Chief  
Dwayne Pike, Police Chief  
Tom McCoag, Corporate Communications Officer  
Andrew Fisher, Manager of Planning & Strategic Initiatives  
Shelley Rector, Chief Financial Officer  
Rebecca Taylor, Business Development Officer  
Kimberlee Jones, Municipal Clerk  
Natalie LeBlanc, Deputy Clerk  
Greg Herrett, CAO

**Staff Absent:**

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**1. TERRITORIAL ACKNOWLEDGEMENT**

Mayor Kogon gave the Territorial Acknowledgement.

**2. CALL TO ORDER**

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

**3. O CANADA**

Grace Doncaster did the singing of O Canada.

**4. APPROVAL OF AGENDA/MINUTES**

**4.1 Approval of the Agenda**

**Moved By Councillor Byrne**

**Seconded By Councillor Blanch**

**To approve the agenda as amended to include 7.9 NSFM Spring Workshop Verbal Update.**

**Motion Carried**

**4.2 Approval of Minutes**

**4.2.1 April 29, 2019 Regular Council**

Mayor Kogon noted one typo under O Canada in that "singing" is incorrectly spelled as "signing".

**Moved By Councillor Rhindress**

**Seconded By Councillor Byrne**

**That the minutes of the April 29, 2019 regular meeting of Council be approved as corrected.**

**Motion Carried**

**4.2.2 May 15, 2019 Special Council**

**Moved By Councillor Jones**

**Seconded By Councillor MacKenzie**

**That the minutes of the May 15, 2019 special meeting of Council be approved as circulated.**

**Motion Carried**

**4.2.3 May 21, 2019 Special Council**

**Moved By Councillor Blanch**

**Seconded By Councillor Byrne**

**That the minutes of the May 21, 2019 special meeting of Council be approved as circulated.**

**Motion Carried**

**5. REQUESTS FOR DECISION**

**5.1 Appointment of Building Official**

**Moved By Councillor Rhindress**

**Seconded By Councillor MacKenzie**

**That Marc Buske be appointed as Building Official for the Town of Amherst.**

**Motion Carried**

**5.2 Smoke Free Recreational Places Bylaw Amendment 1st Reading**

**Moved By Councillor Blanch**

**Seconded By Councillor Jones**

**That Council give first reading to the Bylaw to Amend the Smoke-Free Recreational Places Bylaw C-12 to include the use of cannabis and vaping.**

**Motion Carried**

**BY-LAW TO AMEND THE  
SMOKE-FREE RECREATIONAL PLACES BYLAW C-12**

The Town of Amherst Smoke-Free Recreational Places By-law C-12, approved by Council on May 28, 2012, is hereby amended as follows:

Delete Section 3.a) ii) in it's entirety:

~~"smoke" means to smoke, hold or otherwise have control over lighted tobacco.~~

And replace it with the following:

'Smoke' means to smoke, inhale or exhale smoke from, burn, carry, hold or otherwise have control over a lit or heated cigarette, cigar, pipe, waterpipe, electronic cigarette or other device that burns or heats tobacco, cannabis or another substance that is intended to be smoked or inhaled;

Add Section 3.a) iii) as follows:

c. 'Cannabis' means a cannabis plant as defined by the Cannabis Act (Canada) and includes any products containing cannabis in any form.

Add Section 4.a) iii) as follows:

c. the grounds of an event on Town property or property maintained by the Town, that is open to the public, including, but not limited to a festival, market or concert whether admittance to the event is gratis or for a fee'.

**5.3 Land Use Bylaw Amendment - Off-site Signage**

**Moved By Councillor MacKenzie**

**Seconded By Councillor Blanch**

**That Council not amend the Land Use Bylaw to allow off-site signage in the Core Area District of the Downtown Zone.**

**Motion Carried**

**5.4 PACE Bylaw Amendments 1st Reading**

**Moved By Councillor Byrne**

**Seconded By Councillor MacKenzie**

**That Council give first reading of an amendment to the Town of Amherst By-law B-8 Property Assessed Clean Energy (PACE) Program; and That Council authorize the CAO to enter into a service agreement with the Clean Nova Scotia Foundation to administer the program on behalf of the Town in the amount of \$13,300.**

Against (1): Councillor Blanch

**Motion Carried**

**BY-LAW TO AMEND THE  
PROPERTY ASSESSED CLEAN ENERGY  
(PACE) BYLAW B-8**

The Town of Amherst PACE By-Law, B-8 approved by Council on October 22, 2018 is hereby amended as follows:

- Replace *Director of Finance* with *Chief Financial Officer* throughout.
- Replace *Energy Efficiency Upgrades* with *Clean Energy Upgrades* throughout.
- Replace references to the *Assessment Act* to the *Municipal Government Act* throughout.
- Change section 3 (c) to better define what a Clean Energy Upgrade includes.

3 (c) i Add "the generation of renewable energy or..."

3 (c) ii Delete "Meets or exceeds applicable energy efficiency standards established or approved by the Municipality and"

Add "involves building envelope upgrades such as caulking and weather stripping, duct/air sealing, insulating, or energy efficient windows and doors, building heating, ventilation and air conditioning system upgrades such as heat pumps, wood or pellet stoves, or furnaces or boilers; renewable energy upgrades such as solar thermal panels, solar photovoltaic panels, or wind turbines; or such other clean energy upgrades as are approved and agreed to in writing by the town, and,"

3(c) iii Add "is identified as an eligible upgrade in the PACE program Clean Energy upgrade standards policy, and meets or exceeds applicable energy efficiency standards as defined in the policy

Delete "involves central duct or ductless heat pumps or solar panels meeting specifications or having ENERGY STAR certification, air sealing, insulation, ENERGY STAR windows and doors, or such other energy efficiency upgrades as are approved and agreed in writing by the Municipality"

3 (f) Add words "Nova Scotia"

- Change section 3(h) to allow owner-occupied multi-unit residences with 2 units.
- Change section 5 to better define participant approval.

Delete "Municipal approval and execution of a PACE Customer Agreement with the owner of the qualifying property."

Add "the approval and agreement in writing of the CAO, or designate, on behalf of the Town, and the execution of a PACE Customer Agreement by the owner of the qualifying property. The conditions that must be met for approval include that a) the owner of the qualifying property is not in default of any municipal taxes, rates or charges; b) the Clean Energy upgrade achieves an overall savings to debt ratio of the property owner equal to or greater than the ratio specified in

the PACE Customer Agreement, as estimated by a qualified energy assessment generated through the PACE program; and, c) any additional conditions specified in the PACE Customer Agreement are met.”

- Add section 7 to define what is included in a *PACE charge*.  
Added “The PACE charge may consist of  
a) the cost of Clean Energy Upgrade, including all labor costs, permitting fees, and applicable taxes;  
b) applicable PACE program service fees; and,  
c) interest accrued on the charge including any additional interest arising due to any default of payment
- Add section 9  
“The owner of a qualified property may elect to pay the PACE charge by equal installments over a period of not more than 10 years, on which interest shall be payable as set out in the PACE Customer Agreement, pursuant to the PACE Program Policy.”
- Add Section 10 that establishes the 10-year financing term, and provides for additional default charges.  
“In the event of a default of any payment, under the PACE Customer Agreement, the outstanding balance shall be immediately due and payable. Interest shall be accrued on the amount then due and payable at the same rate applied by the Municipality for unpaid taxes and charges in default.”
- Add section 12 to establish the annual payment and reaffirms default payment terms.  
“Where the owner of a qualifying property opts for installment payments  
a) the portion of the PACE charge payable annually shall be equal to the total PACE charge outstanding divided by the number of years remaining; and, the amount outstanding on the PACE charge shall become due and payable in the event of default payment.”
- Section 16 add the words “and administrative charges have” and remove word “has”
- Add section 17 that removes the interest rate from the Bylaw and references the PACE Program Policy for the rate. This change allows future interest rate changes without the need to amend the Bylaw.
- Removes the redundant *INSTALLMENT PAYMENTS* section as these provisions are captured in new sections 9 and 10 of the *PAYMENT OF CHARGE* section.

**5.5 'A' Fresh Start Recommendations**

**Moved By Councillor Byrne**

**Seconded By Councillor Blanch**

**That Council approve Autism Nova Scotia Cumberland Chapter, the Cumberland African Nova Scotia Association, Eat Plants Run Wild, the Lillian Allbon Animal Shelter and the Multicultural Association of Cumberland as the top 5 applications as presenters at the next presentation event to be scheduled for June 13, 2019 beginning at 6:30 p.m. at the Community Credit Union Business Innovation Center.**

**Motion Carried**

**5.6 Cumberland Region Tourism Strategy**

**Moved By Councillor Jones**

**Seconded By Councillor MacKenzie**

**That Council adopt the Cumberland Region Tourism Development Strategy as presented.**

**Motion Carried**

**6. INTERNAL COMMITTEE REPORTS**

**6.1 Planning Advisory Committee**

Information item; no direction given or action required.

**6.2 Amherst Board of Police Commissioners**

No report.

**6.3 Amherst Youth Town Council**

Information item; no direction given or action required.

**7. EXTERNAL COMMITTEE REPORTS**

**7.3 Cumberland Joint Services Management Authority**

Information item; no direction given or action required.

**7.6 Senior Safety**

Information item; no direction given or action required.

**8. ADJOURNMENT**

**Moved By Councillor Jones**

**Seconded By Councillor Rhindress**

**To adjourn the meeting at 7:33 p.m.**

**Motion Carried**

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Kimberlee Jones  
Municipal Clerk

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David Kogon  
Mayor

**Amherst Town Council  
Special Meeting  
Minutes**

**Date:** June 13, 2019  
**Time:** 8:05 pm  
**Location:** Community Credit Union Business Innovation Centre

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

**Staff Present** Bill Schurman, Director Recreation  
Natalie LeBlanc, Deputy Clerk  
Tom McCoag, Corporate Communications Officer  
Kim Jones, Municipal Clerk  
Jennifer Bickerton, Culture, Events & Marketing Coordinator

**Members Absent:** Councillor Terry Rhindress

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**1. CALL TO ORDER**

Mayor Kogon called the meeting to order at 8:05 p.m.

**2. REQUEST FOR DECISION**

**2.1 Community Support Grants - 'A' Fresh Start Initiative Award**

Moved By Deputy Mayor Christie

Seconded By Councillor Blanch

That Council approve the following awards based on the 'A' Fresh Start Initiative:

Autism Nova Scotia Cumberland Chapter:	<u>\$2,271</u>
Multicultural Association of Cumberland	<u>\$4,958</u>
LA Animal Shelter:	<u>\$3,900</u>
Cumberland African Nova Scotian Association	<u>\$4,000</u>
Eat Plants, Run Wild	<u>\$2,400</u>

**Motion Carried**

**3. ADJOURNMENT**

The meeting at 8:10 p.m.

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Kimberlee Jones  
Municipal Clerk

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David Kogon, MD  
Mayor

# SYNOPSIS

## Bylaw to Amend the Smoke Free Recreational Places Bylaw – Second Reading

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Smoke and smoking are public health and safety issues. The health impacts from the exposure to second-hand tobacco are well documented, as are the issues surrounding cannabis and use of vaping products.

In its current form, the 'Smoke-Free Recreational Places Bylaw' prohibits smoking at a park or playground, on Town property or at an outdoor recreational facility on Town property or property maintained by the Town.

An amendment to the Town Bylaw to ban smoking, in all its forms, allows for effective enforcement of the restrictions.

### **MOTION:**

**That Council give second reading to the Bylaw to Amend the Smoke-Free Recreational Places Bylaw to include the use of cannabis and vaping.**



## AMHERST TOWN COUNCIL

RFD# 2019052

Date: June 24, 2019

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

**SUBMITTED BY:** Chief Dwayne Pike

**DATE:** June 24, 2019

**SUBJECT:** Smoke Free Recreational Places Bylaw

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**ORIGIN:** The Federal *Cannabis Act* legalized recreational cannabis on October 17, 2018. Municipal governments have a role to play in terms of regulating where cannabis can be personally cultivated, and consumed in public places.

**LEGISLATIVE AUTHORITY:** Municipal Government Act, in Section 172(1) (a), (c) and (d) authorizes a council to make bylaws for municipal purposes respecting the health, well-being, safety and protection of persons; persons and activities in public places and places open to the public; and nuisances, including burning, odours and fumes.

**RECOMMENDATION:** That Council give second reading to the Bylaw to Amend the Smoke-Free Recreational Places Bylaw to include the use of cannabis and vaping.

**BACKGROUND:** The Cannabis Act took effect on October 17<sup>th</sup>, 2018 and provided a framework for the production, distribution, sale and possession of cannabis for medical and recreational purposes. Issues relating to cannabis distribution and retail sales are addressed in the Provincial Governments' Cannabis Control Act, and amendments were made to the Smoke Free Places Act in relation to the use of Cannabis and vaping. Municipal Government responsibilities include enforcement, safety, impacts on the community and home cultivation.

The Amherst Smoke Free Recreational Places Bylaw prohibit smoking on parks and recreational facilities and includes the following definition under 3(a) of the Bylaw:

*“Smoke” means to smoke, hold or otherwise have control over lighted tobacco.*

This bylaw does not recognize issues relating to the use of either cannabis or vaping products.

### **DISCUSSION:**

#### **Smoking on Municipal Property**

Provincially, the Smoke-Free Places Act prohibits smoking tobacco in certain areas and was amended to include cannabis and other substances in addition to tobacco. Smoking of these substances is prohibited in the following areas:

- Provincial Parks and Beaches



- Within 20 metres of playgrounds, sport and recreation events or venues, and
- Within 9 metres of public trails.

Smoke and smoking are public health and safety issues. The health impacts from the exposure to second-hand tobacco are well documented, as are the issues surrounding cannabis and use of vaping products.

In its current form, the ‘Smoke-Free Recreational Places bylaw’ prohibits smoking at a park or playground, on Town property or at an outdoor recreational facility on Town property or property maintained by the Town.

An amendment to the Town Bylaw to ban smoking, in all its forms, allows for effective enforcement of the restrictions. Differentiating between cannabis smoke and tobacco smoke would make enforcement very difficult. From an enforcement perspective, one would only have to prove that a person was ‘smoking’ on municipal property. Should a ban only include cannabis, the Crown would be required to prove that the substance smoked was cannabis as opposed to another substance. This would require a laboratory analysis.

With this in mind, Council may consider an amendment to the bylaw that will address smoking in its many forms. Council may also consider banning the use of such products on the grounds of an event that are being held on town property, or property maintained by the town. This would effectively deal with issues relating to smoking at festivals, markets or concerts that are not a ‘recreational facility’.

Recommended changes to the bylaw are as follows:

1. Adding a definition of cannabis: *‘a cannabis plant as defined by the Cannabis Act (Canada) and includes any products containing cannabis in any form’*
2. Defining ‘smoke’ as *‘smoke, inhale or exhale smoke from, burn, carry, hold or otherwise have control over a lit or heated cigarette, cigar, pipe, waterpipe, electronic cigarette or other device that burns or heats tobacco, cannabis or another substance that is intended to be smoked or inhaled;*
3. Under ‘Prohibition’ include: *‘the grounds of an event on town property or property maintained by the town, that is open to the public, including, but not limited to a festival, market or concert whether admittance to the event is gratis or for a fee’*

**FINANCIAL IMPLICATIONS:** The proposed changes should not affect law enforcement and service levels.

**COMMUNITY ENGAGEMENT:** Public notice of the proposed bylaw and second reading has been done as per MGA requirements.

**ENVIRONMENTAL IMPLICATIONS:** None at this time

**SOCIAL JUSTICE IMPLICATIONS:** Cannabis/tobacco and vaping are all issues widely debated considering the health concerns as well as the possible medicinal uses of cannabis. The question may arise ‘Does this bylaw target specific groups in the community?’

**ALTERNATIVES:**

1. Maintain status quo
2. Amend the Smoke-Free Recreational Places By-law to include cannabis and vaping and the additional prohibition.

**ATTACHMENTS:**

1. Bylaw to Amend the Smoke-Free Recreational Places Bylaw.
2. Smoke-Free Recreational Places Bylaw with Amendments.

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Report prepared by: D. Pike  
Report and Financial approved by:

**BY-LAW TO AMEND THE  
SMOKE-FREE RECREATIONAL PLACES BYLAW C-12**

The Town of Amherst Smoke-Free Recreational Places By-law C-12, approved by Council on May 28, 2012, is hereby amended as follows:

Delete Section 3. b . in it's entirety:

~~“smoke” means to smoke, hold or otherwise have control over lighted tobacco.~~

And replace it with the following:

‘Smoke’ means to smoke, inhale or exhale smoke from, burn, carry, hold or otherwise have control over a lit or heated cigarette, cigar, pipe, waterpipe, electronic cigarette or other device that burns or heats tobacco, cannabis or another substance that is intended to be smoked or inhaled;

Add Section 3. c. as follows:

c. ‘Cannabis’ means a cannabis plant as defined by the Cannabis Act (Canada) and includes any products containing cannabis in any form.

Add Section 4.c. as follows:

c. the grounds of an event on Town property or property maintained by the Town, that is open to the public, including, but not limited to a festival, market or concert whether admittance to the event is gratis or for a fee’.

## Town of Amherst

### **SMOKE-FREE RECREATIONAL PLACES BY-LAW**

#### **TITLE**

1. This By-law shall be known and may be cited as the “Smoke Free Recreational Places By-Law” of the Town of Amherst.

#### **BACKGROUND**

2. The Municipal Government Act, in Section 172(1) (a), (c) and (d) authorizes a council to make by-laws for municipal purposes respecting the health, well-being, safety and protection of person: persona and activities in public places and places open to the public and nuisances, including burning, odours and fumes.

#### **INTERPRETATION**

3. In this By-law:
  - a. ‘playground’ means any park or recreational area designed in part to be used by youth that has play or sports equipment installed or has been designated or landscaped for play or sports activities, or any similar facility located in the town;
  - b. ‘Smoke’ means to *smoke, inhale or exhale smoke from, burn, carry, hold or otherwise have control over a lit or heated cigarette, cigar, pipe, waterpipe, electronic cigarette or other device that burns or heats tobacco, cannabis or another substance that is intended to be smoked or inhaled;*
  - c. ‘Cannabis’ means a cannabis plant as defined by the Cannabis Act (Canada) and includes any products containing cannabis in any form.

#### **PROHIBITION**

4. No person shall smoke in any of the following places:
  - a. a park or a playground on Town property or property maintained by the Town;
  - b. an outdoor recreational facility on Town property, or property maintained by the Town, including, but not limited to a sports field, grandstand, seating area or bleacher;
  - c. *the grounds of an event on Town property or property maintained by the Town, that is open to the public, including, but not limited to a festival, market or concert whether admittance to the event is gratis or for a fee’.*

Smoking at the Amherst Stadium shall be restricted to a designated area in the parking lot that may be anywhere on the property except at the front of the building

## **OFFENCE AND PENALTY**

5. Anyone who violates any section of this By-law is guilty of an offence and is liable, on summary conviction, to a fine of not more than two hundred dollars (\$200.00).

## **SEVERABILITY**

6. In the event that any provision of this By-law becomes or is declared by a court of competent jurisdiction to be illegal or unenforceable, the remainder of this By-law shall continue in full force and effect

## **FULL FORCE AND EFFECT**

7. This By-law has effect from and after the date of publication.

# SYNOPSIS

## Bylaw to Amend the PACE Bylaw - Second Reading

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The Property Assessed Clean Energy (PACE) Bylaw enables the Town to offer financing to homeowners for energy efficiency retrofits and renewable energy adoption that are paid back via their tax bill over a period of up to 10 years. The PACE Bylaw adopted on October 22, 2018 was based on a template that, upon further review, requires changes to ensure the program parameters and administration are made clear. The review also considered PACE program documentation and best practice from other municipal units. As a result, staff are proposing the following attached documents: Amended PACE Bylaw, a corresponding PACE Policy, and a sample PACE Customer Agreement.

### **MOTION 1:**

**That Council give second reading of a Bylaw to Amend the Town of Amherst By-law Property Assessed Clean Energy (PACE) Program.**

### **MOTION 2:**

**That Council adopt the corresponding PACE Program Policy, and authorize the CAO to enter into a service contract with Clean Nova Scotia Foundation.**



## AMHERST TOWN COUNCIL

RFD# 2019050

Date: June 24, 2019

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

**SUBMITTED BY:** Andrew Fisher, Manager of Planning & Strategic Initiatives

**DATE:** June 24, 2019

**SUBJECT:** Property Assessed Clean Energy (PACE) Bylaw amendments

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**ORIGIN:** Council approved By-law B-8 Property Assessed Clean Energy (PACE) on October 22, 2018. Efforts to establish an implementation program revealed the need to make further refinements to the PACE Bylaw and establish a supporting policy.

**LEGISLATIVE AUTHORITY:** Municipal Government Act (MGA), section 81A (1) *The council may make by-laws imposing, fixing and providing methods of enforcing payment of charges for the financing and installation of any of the following on private property with the consent of the property owner: (a) equipment installed pursuant to an expenditure under clause 65 (aca): providing for, financing and installing energy-efficiency equipment on private property including, without restricting the generality of the foregoing, solar panels...*

**RECOMMENDATION:** That Council give second reading of a Bylaw to Amend the Town of Amherst By-law B-8 Property Assessed Clean Energy (PACE) Program, and further adopt the corresponding PACE Program Policy, and authorize the CAO to enter into a service contract with Clean Nova Scotia Foundation.

**BACKGROUND:** The Property Assessed Clean Energy (PACE) Bylaw enables the town to offer financing to homeowners for energy efficiency retrofits and renewable energy adoption that are paid back via their tax bill over a period of up to 10 years. The PACE Bylaw adopted on October 22, 2018 was based on a template that, upon further review, requires changes to ensure the program parameters and administration are made clear. The review also considered PACE program documentation and best practice from other municipal units. As a result, staff are proposing the following attached documents: Amended PACE Bylaw, a corresponding PACE Policy, and a sample PACE Customer Agreement.

The proposed PACE Bylaw amendments includes the following changes:

1. Replace *Director of Finance* with *Chief Financial Officer* throughout.
2. Replace *Energy Efficiency Upgrades* with *Clean Energy Upgrades* throughout.
3. Replace references to the *Assessment Act* to the *Municipal Government Act* throughout.
4. Change section 3 (c) to better define what a Clean Energy Upgrade includes.
5. Change section 3(h) to allow owner-occupied multi-unit residences with 2 units.
6. Change section 5 to better define participant approval.
7. Add section 7 to define what is included in a *PACE charge*.
8. Add section 9 and 10 that establishes the 10-year financing term, and provides for additional default charges.



9. Add section 12 to establish the annual payment and reaffirms default payment terms.
10. Add section 17 that removes the interest rate from the Bylaw and references the PACE Program Policy for the rate. This change allows future interest rate changes without the need to amend the Bylaw.
11. Removes the redundant *INSTALLMENT PAYMENTS* section as these provisions are captured in new sections 9 and 10 of the *PAYMENT OF CHARGE* section.

The attached PACE Program Policy identifies the eligible Clean Energy Upgrades that may be financed, requires that the requested upgrade is properly evaluated, and refers to the attached sample PACE Customer Agreement for specific program terms and conditions. The Policy also establishes the following Financing Details in section 2 as follows:

1. Interest rate is the municipal cost of borrowing plus 2%.
2. Maximum new entrants to the program is 10 homes per year.
3. Maximum eligible amount that can be financed is \$15,000 for homes with less than or equal to \$150,000 in assessed value, and the lesser of \$25,000 or 10% of the assessment if the home is assessed over \$150,000.

Staff propose changing the maximum eligible amount from \$25,000 for all homes to a two-tier eligibility based on the assessed value. This change is intended to limit the town's risk of a non-recoverable tax account.

The attached sample PACE Customer Agreement further provides the terms and conditions of the program. Also attached is a standard service contract with Clean NS Foundation to administer the program.

**DISCUSSION:** The above noted Bylaw amendments, corresponding policy, and sample customer agreement more clearly define the program parameters and how it will be implemented. Should council indicate their agreement with these changes to the program, staff will share this information with the Cumberland Energy Authority, and the program administrator, Clean Foundation.

**FINANCIAL IMPLICATIONS:** The overall financial implications remain unchanged. The maximum amount that could be financed is \$250,000 per year. The 2% interest premium is intended to cover the town's costs and risk associated with the program. The \$13,300 on-boarding charges required by the program administrator (Clean Foundation) is eligible for a 100% provincial grant.

**COMMUNITY ENGAGEMENT:** Public notice of the proposed bylaw and second reading has been done as per MGA requirements.

**ENVIRONMENTAL IMPLICATIONS:** Increased efficiency and adoption of renewable energy reduces GHG emissions.

**SOCIAL JUSTICE IMPLICATIONS:** Providing a low-cost finance way for residents to reduce their energy costs supports housing affordability and environmental sustainability.

**ALTERNATIVES:** 1) Reject the proposed Bylaw amendments and Policy; 2) Defer first reading and direct staff to make changes or provide more information.

**ATTACHMENTS:** Bylaw to Amend the PACE Bylaw, Amended PACE Bylaw, PACE Program Policy, Sample PACE Customer Agreement, Sample Agreement for Services

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Report prepared by: A. Fisher

Report and Financial approved by: G. Herrett

## BY-LAW TO AMEND

### THE PROPERTY ASSESSED CLEAN ENERGY (PACE) BYLAW B-8

The Town of Amherst PACE By-Law, B-8 approved by Council on October 22, 2018 is hereby amended as follows:

1. Replace *Director of Finance* with *Chief Financial Officer* throughout.
2. Replace *Energy Efficiency Upgrades* with *Clean Energy Upgrades* throughout
3. Replace references to the *Assessment Act* to the *Municipal Government Act* throughout.
4. Change section 3 (c) to better define what a Clean Energy Upgrade includes.
5. Change section 3(h) to allow owner-occupied multi-unit residences with 2 units.
6. Change section 5 to better define participant approval.
7. Add section 7 to define what is included in a *PACE charge*.
8. Add section 9 and 10 that establishes the 10-year financing term, and provides for additional default charges.
9. Add section 12 to establish the annual payment and reaffirms default payment terms.
10. Add section 17 that removes the interest rate from the Bylaw and references the PACE Program Policy for the rate. This change allows future interest rate changes without the need to amend the Bylaw.
11. Removes the redundant *INSTALLMENT PAYMENTS* section as these provisions are captured in new sections 9 and 10 of the *PAYMENT OF CHARGE* section.

**THE TOWN OF AMHERST BY-LAW XX RESPECTING  
CHARGES FOR  
THE PROPERTY ASSESSED CLEAN ENERGY (PACE)  
PROGRAM**

**TITLE**

1. This Bylaw shall be known as “*The Property Assessed Clean Energy Program*” Bylaw.

**PURPOSE**

2. The purpose of this Bylaw is to enable financing of energy efficiency upgrades to qualifying residential properties within the Municipality.

**DEFINITIONS**

3. In this Bylaw:
  - a) “Chief Administrative Officer” means the Chief Administrative Officer of the Municipality;
  - b) “~~Director of Finance~~Chief Financial Officer” means the ~~Director of Finance~~Chief Financial Officer of the Municipality;
  - c) “~~Energy Efficiency~~Clean Energy Upgrade” means an installation that is permanently affixed to the qualifying property and which
    - i. ~~Will~~ result in improved energy efficiency, the generation of renewable energy, and or substantially reduced energy use;
    - ii. ~~Meets or exceeds applicable energy efficiency standards established or approved by the Municipality; and involves building envelope upgrades such as caulking and weather stripping, duct / air sealing, insulating, or energy efficient windows and doors, building heating, ventilation and air conditioning system upgrades such as heat pumps, wood or pellet stoves, or furnaces or boilers; renewable energy upgrades such as solar thermal panels, solar photovoltaic panels, or wind turbines; or such other clean energy upgrades as are approved and agreed to in writing by the Town; and,~~  
is identified as an eligible upgrade in the PACE Program Clean Energy Upgrade Standards Policy, and meets or exceeds applicable energy efficiency standards as defined in the Policy.
      - iii. ~~Involves central ducted or ductless heat pumps or solar panels meeting specifications or having ENERGY STAR<sup>®</sup> certification, air sealing, insulating, ENERGY STAR<sup>®</sup> windows and doors, or such other energy efficiency upgrades as are approved and agreed in writing by the Municipality.~~
  - d) “Municipality” means the Town of Amherst;
  - e) “PACE Customer Agreement” means the written, signed Property Assessed Clean Energy Efficiency Program Customer Agreement between the owner of a qualifying property and the Municipality for financing of an Energy Efficiency Upgrade to the property.
  - f) “PACE Charge” means the Property Assessed Clean Energy improvement tax levied on the property pursuant to s.81A of the Nova Scotia Municipal Government Act.
  - g) “PACE Program” means the program established by the Municipality under which owners of Qualifying Properties may apply for and obtain financing for Energy Efficiency~~Clean Energy~~ Upgrades.

- h) "Qualifying Property" means an owner-occupied residential property located within the Municipality, but does not include multi-unit residential with more than 2 dwelling units, ~~or~~ non-profit owned buildings and does not include business or industrial premises.

#### APPLICATION AND APPROVAL

4. An owner of a Qualifying Property within the Municipality who is not otherwise in default ~~of any of any~~ municipal taxes, rates or charges, may apply for Municipal financing of ~~Energy Efficient~~ Clean Energy Upgrades to the property.
5. Financing shall be subject to ~~Municipal approval and execution of a PACE Customer Agreement with the owner of the Qualifying Property~~ the approval and agreement in writing of the COA, or designate, on behalf of the Town, and the execution of a PACE Customer Agreement by the owner of the Qualifying Property. The conditions that must be met for approval include that:
- the owner of the Qualifying Property is not in default of any municipal taxes, rates or chargers;
  - the Clean Energy Upgrade achieves an overall savings to debt ratio of the property owner equal to or greater than the ratio specified in the PACE Customer Agreement, as estimated by a qualified energy assessment generated through the PACE Program; and,
  - any additional conditions specified in the PACE Customer Agreement are met.

#### PAYMENT OF CHARGE

6. The PACE charge shall become payable in full on completion of installation of the Clean Energy ~~Efficiency~~ Upgrade in accordance with the PACE Customer Agreement.
7. The PACE charge may consist of:
- the cost of the Clean Energy Upgrade, including all labour costs, permitting fees, and applicable taxes;
  - applicable PACE Program service fees; and,
  - interest accrued on the charge including any additional interest arising due to any default of payment.
- ~~78.~~ The Director of Finance ~~Chief Financial Officer~~ shall maintain a separate account of all monies due for PACE charges levied pursuant to this By-law, identifying:
- The names of the property owners and assessment, PID and civic address information of the subject property;
  - The amount of the PACE charge levied on the property;
  - The amount paid on the PACE charge.
9. The owner of a Qualified Property may elect to pay the PACE Charge by equal installments over a period of not more than 10 years, on which interest shall be payable as set out in the PACE Customer Agreement, pursuant to the PACE Program Policy.

10. In the event of a default of any payment under the PACE Customer Agreement, the outstanding balance shall be immediately due and payable. Interest shall be accrued on the amount then due and payable at the same rate applied by the Municipality for unpaid taxes and charges in default.

## **LIEN**

~~811.~~ –On completion of ~~an~~ Clean Energy Efficiency Upgrade pursuant to a PACE Customer Agreement, the PACE Charge shall be levied against the property.

12. Where the owner of a Qualifying Property opts for installment payments:

- a. the portion of the PACE charge payable annually shall be equal to the total PACE charge outstanding divided by the number of years remaining; and,  
~~—~~the amount outstanding on the PACE charge shall become due and payable in the event of default payment.

~~913.~~ A PACE Charge imposed pursuant to this Bylaw constitutes a first lien on the subject property and has the same effect as rates and taxes under the ~~Assessment Act~~ Municipal Government Act.

~~1014.~~ A PACE Charge pursuant to this Bylaw is collectable in the same manner as rates and taxes under the ~~Assessment Act~~ Municipal Government Act and, at the option of the ~~Director of Finance~~ Chief Financial Officer, is collectable at the same time and by the same proceedings as taxes.

~~1115.~~ The lien provided for in this Bylaw shall become effective on the date on which the Chief Administrative Officer files with the ~~Director of Finance~~ Chief Financial Officer a certificate that the agreed improvement has been completed.

~~1216.~~ The lien provided for in this Bylaw shall remain in effect until the total charge, plus interest and administrative charges have, ~~has~~ been paid in full.

## **INTEREST**

~~1317.~~ ~~Interest will be charged on PACE Charges at a rate of Municipal cost of borrowing plus 1% per annum. Interest will be payable on any balance owing on the PACE Charge at a rate specified in the Town of Amherst PACE Program Policy.~~

~~1418.~~ Interest shall accrue on any PACE Charge or portion thereof which remain outstanding from the date of billing.

~~1519.~~ Interest is payable annually on the entire amount outstanding and unpaid, whether or not the owner has elected to pay by installments.

## **INSTALLMENT PAYMENTS**

~~16. The owner of a Qualified Property may elect to pay the PACE Charge by equal installment payments over a period or not more than 10 years, as set out in the PACE Customer Agreement.~~

~~17. In the event of default of any installment payment under the PACE Customer Agreement, the entire outstanding balance shall be immediately due and payable.~~

**EFFECTIVE DATE**

This Bylaw shall come into effect on \_\_\_\_\_

THIS IS TO CERTIFY THAT the foregoing is a true and exact copy of a By-Law passed at a duly called meeting of the Town of Amherst held on the xxth day of \_\_\_\_ A.D., 20189.

GIVEN under the hands of the Mayor and CAO and under the Corporate Seal of the Town of Amherst aforesaid, this xx day of \_\_\_\_\_, A.D., 20189.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

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**DEPARTMENT: Planning & Strategic Initiatives**

**TITLE: Property Assessed Clean Energy (PACE) Program Policy**

Minutes reference date:

Revision date:

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**1. PURPOSE**

- 1.1 This policy identifies the eligible types of Clean Energy Upgrades that may be financed by the Town of Amherst through the Property Assessed Clean Energy (PACE) Program Bylaw, and establishes the program financing details in section 2.
- 1.2 The table in Section 3 lists the eligible Clean Energy Upgrade types that may be financed. Each type of upgrade must be evaluated by a specific energy evaluation procedure and may need to conform to a particular energy standard, which is identified beside each upgrade type. The required evaluation procedure or standard ensures that the upgrade is studied from an energy science perspective, and that a definable energy benefit is determined.
- 1.3 In administering this Policy, the Town will ensure that any Clean Energy Upgrades requested by property owners to be financed through the PACE program are identified as being eligible types in the table in Section 3. Furthermore, the Town will ensure that for each requested upgrade, the required evaluation procedure or standard has been met and that a definable energy benefit has been determined or recommended by a qualified energy professional. These minimum conditions must be met before permitting a requested upgrade to be financed on the subject property.
- 1.4 The ability to approve financing for Clean Energy Upgrades on specific properties may be subject to further restrictions through the conditions set out in the PACE Bylaw and the PACE Customer Agreement.

**2. FINANCING DETAILS**

- 2.1 Interest will be charged on PACE charges at a rate of municipal cost of borrowing plus 2%.
- 2.2 The maximum number of homes entering this program is 10 per year.
- 2.3 The Maximum Eligible Amount is \$15,000 for homes with full assessed property values of less than or equal to \$150,000. For homes with full assessed property values of more than \$150,000, the Maximum Eligible Amount is lesser of \$25,000 or 10% of the full assessed property value.

**DEPARTMENT: Planning & Strategic Initiatives**

**TITLE: Property Assessed Clean Energy (PACE) Program Policy**

Minutes reference date:

Revision date:

**3. PACE PROGRAM CLEAN ENERGY UPGRADE STANDARDS**

Clean Energy Upgrade Type	Required Evaluation or Standard
A. Insulation for ceilings, floors, main walls, kneewalls, foundation walls, foundation headers, foundation slabs, and crawlspaces	Home Energy Assessment
B. Draftproofing including caulking, weather stripping, and duct sealing	Home Energy Assessment
C. Exterior doors	Home Energy Assessment
D. Exterior windows	Home Energy Assessment
E. Domestic Hot Water Tanks	Home Energy Assessment
F. Drain Water Heat Recovery Systems	Home Energy Assessment
G. Heat Pumps	Home Energy Assessment
H. Wood & Pellet Heating Systems	Home Energy Assessment
I. Exhaust Ventilation	Home Energy Assessment
J. Balanced Heat Recovery Ventilation	Home Energy Assessment
K. Electric Vehicle Charging Stations	Home Energy Assessment and Time-Of-Day Savings Assessment
L. Electric Thermal Storage (ETS) Systems	Home Energy Assessment and Time-Of-Day Savings Assessment
M. Solar Hot Water Systems	Home Energy Assessment and Solar Potential Site Assessment

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**DEPARTMENT:** Planning & Strategic Initiatives

**TITLE:** Property Assessed Clean Energy (PACE) Program Policy

Minutes reference date:

Revision date:

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N. Solar Hot Air Systems	Home Energy Assessment and Solar Potential Site Assessment
O. Solar Photovoltaic Systems	Home Energy Assessment and Solar Potential Site Assessment
P. Swimming Pool Heating & Circulation Systems	Home Energy Assessment, Existing Load Assessment, and Solar Potential Site Assessment
Q. Supplementary work required to successfully complete the above listed upgrades. This may include but is not limited to removal of existing equipment or components, repairs and maintenance required, installation of vapour barriers and other water controls and freeze protection, testing and abatement of asbestos and vermiculite, and electrical upgrades.	Home Energy Assessment

This **AGREEMENT FOR SERVICES** made the \_\_\_ day of \_\_\_\_\_ 2018

**BETWEEN**

CLEAN NOVA SCOTIA FOUNDATION, a body corporate established pursuant to the *Clean Nova Scotia Foundation Act*, SNS 1988, c 7

(the “**Clean Foundation**”)

- and -

\_\_\_\_\_, a municipality continued pursuant to the *Municipal Government Act*, SNS 1998, c 18

(the “**Municipality**”)

**WHEREAS**

- A. Council for the Municipality had entered into a Residential Property Assessment Clean Energy (PACE) Program with Clean Foundation;
- B. Council for the Municipality passed a motion to award the administration of the Clean Energy Financing Program to Clean Foundation for a period of 1 year (subject to positive evaluation on an annual basis), ending March 31, 2019; which is to be known as Clean Energy Financing (the “**Program**”);
- C. According to the terms of this agreement, the municipality may, at their sole discretion, negotiate services for future years with Clean Foundation, according to the general terms contained in this agreement and all associated documents thereto;
- D. As part of the Program, the Municipality will offer eligible owners of properties within the Municipality financing to enable Eligible Clean Energy Upgrades (as defined below) to be made to qualifying properties;
- E. The objectives of the Agreement include the establishment of an agreement regarding services and payment terms for the Program; and
- F. The Municipality and Clean Foundation have decided to enter into this Agreement to further clarify their respective roles, rights and obligations in relation to the Program and their Agreement and otherwise.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the promises and mutual covenants contained herein, the parties hereto covenant and agree with the others as follows

**ARTICLE 1. INTERPRETATION**

- 1.01 **Definitions** – in this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following words and expressions shall have the following meanings:
- (a) “**Business Day**” means a day other than a Saturday or Sunday or any other day upon which the clerk’s office of the Municipality is not open for the transaction of regular business throughout its normal business hours;
  - (b) “**Eligible Clean Energy Upgrade**” means an installation affixed to a subject property within the Municipality, which:
    - (i) will result in improved energy efficiency, the generation of renewable energy, or reduced greenhouse gas emissions;
    - (ii) involves building envelope upgrades such as caulking and weather stripping, duct / air sealing, insulating, or energy efficient windows and doors; building heating, ventilation and air conditioning system upgrades such as heat pumps, wood or pellet stoves, or furnaces or boilers; renewable energy upgrades such as solar thermal panels, solar photovoltaic panels or wind turbines; or such other clean energy upgrades as are approved and agreed in writing; and
    - (iii) is identified as an eligible upgrade in the Municipality’s Property Assessed Clean Energy Upgrade Standards Policy, and meets or exceeds applicable energy efficiency standards as defined in that policy;
  - (c) “**Maximum Eligible Amount**” means the maximum amount that the Municipality notifies Clean Foundation in writing is eligible for the fiscal year for financing by the Municipality under the Program in respect of each Participant, Property or Clean Energy Upgrade;
    - (i) the maximum total annual financing ceiling is to be determined by the municipality;
    - (ii) Clean Foundation’s responsibility is to ensure that this financing amount is not exceeded through its management of the property owner Customer Agreements; and
    - (iii) Annual financing levels may change from year to year;
  - (d) “**Participant**” means a homeowner that enters into a Customer Agreement with the Municipality to participate in the Program;
  - (e) “**Program**” has the meaning assigned in Recital A above; and

(f) “**Term**” has the meaning assigned in paragraph 9.01 below.

1.02 **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.

1.03 **Calculation of Time** - When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first Business Day following such non-Business Day.

## ARTICLE 2. SERVICES

2.01 **Ongoing Services** – During the Term, Clean Foundation shall:

- (a) screen applications from homeowners for eligibility to participate in the Program based on published criteria for the Program, including the absence of any arrears owing to the Municipality by the applicant homeowner;
  - (i) the Municipality may establish additional eligibility requirements whereby certain homeowners may not be eligible in the program;
- (b) arrange for the Customer Agreement to be signed by eligible homeowner applicants and approved and signed by the Municipality and ensure this document is updated whenever there are Program changes;
- (c) provide guidance to Participants about arrangements for home energy assessments and the availability of energy efficiency rebates and any other programs that may provide financial assistance to Participants that are available as of the date of the Participant’s Customer Agreement with the Municipality;
- (d) evaluate the home energy assessment report obtained by each Participant and advise each Participant about which recommendations within the report are Eligible Clean Energy Upgrades that are eligible for financing through the Program;
- (e) arrange and review any necessary supplemental assessments;
- (f) review contractor quotes supplied by Participants to confirm the scope of services is restricted to Eligible Clean Energy Upgrades, and confirm that the cost of the proposed Eligible Clean Energy Upgrade(s) will meet the savings to debt ratio required by the Municipality;
- (g) pay the full amount (including HST), or the Maximum Eligible Amount, whichever is less, of invoices from contractors that are consistent with quotes pre-approved pursuant to paragraph 2.01(f) above, upon receipt of a copy of the

invoice from a Participant and evidence satisfactory to Clean Foundation of substantial completion of the contemplated Eligible Clean Energy Upgrade. Any additional amount above the Maximum Eligible Amount will be the sole responsibility of the homeowner;

- (h) confirm / certify with the Municipality that the home energy upgrade process is complete;
- (i) provide evaluation services for the Program annually; including Participant interviews, and Program data summaries (such as cost and projected energy savings); and
- (j) communicate to Participants the option for a post-installation follow up audit and encourage their participation in an effort to provide post-installation verification.

### ARTICLE 3. MARKETING

- 3.01 The parties understand that marketing and promotion is key to participant uptake and a successful program. In year one of The Program Clean Foundation agrees to provide the municipality with communications and marketing support as outlined in Appendix A. To support ongoing promotion beyond the initial year of the Program, Clean Foundation will provide existing on-brand marketing materials in electronic form, for use by the municipalities as they see fit. Clean Foundation will also commit to maintaining and updating the CleanEnergyFinancing.ca website, and responding to public and media inquiries about the Program.
- 3.02 The parties may or may not be able to dedicate funds to marketing. However, the parties will raise awareness of the Program through their general promotional efforts and relevant cross-promotional opportunities. They will also take advantage of other appropriate marketing opportunities as capacity allows.

### ARTICLE 4. PRICE AND PAYMENT

- 4.01 **One Time On-boarding Fee** – In year one of the Program the municipality agrees to pay Clean Foundation an onboarding fee of \$13,300 which will be used to cover start-up costs and services as outlined in Appendix A. The fee and the outlined services are limited to the start-up year only.
- 4.02 **Ongoing Charges** – Throughout the Term, the Municipality shall pay to Clean Foundation all of the following amounts, plus any applicable taxes:
- (a) \$150 per Customer Agreement signed pursuant to paragraph 2.01(b) above;
  - (b) Applicable fees per home energy assessment, if conducted by Clean Foundation. Fees are currently \$99 for electrically heated homes and \$425 for the initial assessment of non-electric homes. Owners of non-electric homes will be provided with the option to finance the cost of their follow up visit; currently \$150. This fee structure is subject to change in accordance with current home

energy assessment pricing as dictated by Efficiency One for electrically heated homes and by Clean Foundation for non-electrically heated homes;

- (c) \$200 per savings-to-debt assessment completed pursuant to paragraph 2.01(d) above;
- (d) \$75 for evaluation of each supplemental assessment contemplated by paragraph 2.01(e) above;
- (e) Reimbursement for contractor invoices paid pursuant to paragraph 2.01(f) above; and
- (f) \$100 per home for processing of contractor invoices.

4.03 Invoicing and payment for services rendered under this Agreement shall proceed as follows:

- (a) On or before the 7<sup>th</sup> Business Day following the end of each calendar month during the Term, Clean Foundation shall deliver an invoice to the Municipality for all administrative fees due pursuant to section 4.01 above in respect of the preceding calendar month during the Term;
- (b) On a weekly basis Clean Foundation shall deliver an invoice to the Municipality for contractor payments due pursuant to section 4.01 above;
- (c) At the start of year one Clean Foundation shall deliver an invoice to the Municipality for onboarding fees basis pursuant to section 4.01 above; and
- (d) The Municipality shall pay the full amount of each invoice delivered by Clean Foundation within 30 days of the invoice date.

## **ARTICLE 5. RISK MITIGATION**

5.01 Commercial Liability and Automobile Insurance

- (a) Clean Foundation shall, at its sole cost and expense, procure, maintain, pay for and keep in full force and effect for the entire duration of the project, Commercial General Liability Insurance against claims for bodily injury including death, personal injury and property damage including loss of use thereof. Prior to the commencement of any work, Clean Foundation shall provide a Certificate of Insurance to the Municipality evidencing commercial general liability in the minimum amount of \$2,000,000 naming the Municipality as additional insured and shall include cross liability and severability of interest clauses. The per occurrence deductible shall not exceed \$2,500, or in the case of a per claimant deductible, the deductible amount shall not exceed \$1,000. The certificate will also name the facilities/projects subject to this agreement and

contain a 30 day notice period of cancellation or material change detrimental to the Municipality.

- (b) Coverage for all operations and liability assumed under the contract shall include but not be limited to the following:
  - (i) Products & Completed Operations
  - (ii) Blanket Contractual
  - (iii) Pollution for a Hostile Fire
  - (iv) Broad Form Property Damage
  - (v) Employees as Additional Insured's
  - (vi) Contingent Employer's Liability
  - (vii) Non Owned Automobile Liability
  - (viii) Written on an occurrence form
- (c) Clean Foundation shall also provide the Municipality with a certificate of insurance evidencing vehicle insurance with minimum limits of \$2,000,000 for third party liability on all owned and operated vehicles.
- (d) Clean Foundation shall take out and keep in force Professional Liability (Errors and Omissions) insurance in the amount of \$1,000,000 minimum providing coverage for acts, errors and omission arising from their professional services performed under this Tender. The policy SIR/deductible shall not exceed \$5,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Nova Scotia and acceptable to the Municipality. If policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Municipality. A certificate of insurance evidencing renewal is to be provided each and every year.
- (e) The insurance coverage must be maintained in force throughout the term of the agreement, and, if applicable, any renewal after, with evidence by way of a certificate of insurance provided to the Municipality yearly 10 days prior to the expiry of the insurance coverage. It is the responsibility of Clean Foundation to have this information provided to the Municipality.

## 5.02 Workplace Safety and Insurance Board

- (a) Clean Foundation shall provide the Municipality with a current WCB Clearance Letter. It is Clean Foundation's responsibility to provide current clearance letters to the Municipality for the duration of the Project or contract term.
- (b) Clean Foundation shall be fully responsible for ensuring contractors have workers' compensation insurance in place covering their own employees and general commercial liability insurance coverage with a limit of not less than \$2,000,000 per occurrence. Clean Foundation shall obtain proof that such insurance is in place. The proof may take the form of an insurance certificate, issued by the contractor's Broker or Insurer

### 5.03 Indemnity:

- (a) Clean Foundation (the "indemnifying party"), shall indemnify, defend and hold harmless the Municipality and its subsidiaries, affiliates, employees, and successors and assigns from and against, and in respect of, any and all actions, claims, suits, judgments, damages, liabilities, losses, penalties, costs and expenses (including, without limitation, legal fees and disbursements) of every kind whatsoever (collectively, "Damages") arising in any manner out of or from, or in connection with, any actual or alleged (i) patent, copyright, or trademark infringement, or violation of any other proprietary right, arising out of the use of the indemnifying party's brand and logos; (ii) breach by the indemnifying party of any term or provision of this Agreement; (iii) personal injury, wrongful death or property damage arising out of or relating to any products or any services provided by the indemnifying party pursuant hereto; and (iv) wrongful or negligent acts or omissions by the indemnifying party and its officers, directors, employees, and agents. This indemnification shall survive the expiry and/or termination of this Agreement.

## **ARTICLE 6. CONFIDENTIALITY AND PROTECTION OF PRIVACY**

### 6.01 Providing this service involves the collection, use and disclosure of some personal information about Participants, in order to protect this personal information:

- (a) The purpose(s) for collecting personal information will be expressly communicated, either orally or in writing, at the time of collection or before the information is collected. The use of personal information collected will be limited to the purposes communicated to the Participant;
- (b) Participant information will only be disclosed where necessary to fulfill the purposes identified at the time of collection. Clean Foundation will not use or disclose Participant, member or volunteer personal information for any additional purpose unless we obtain consent to do so;
- (c) Participant lists or personal information will not be sold to or shared with other parties;

- (d) Personal information provided will be kept no longer than is necessary to retain the information for legal or business purposes; and
- (e) Participants may access their personal information, subject to the exceptions listed in PIPEDA, or request a correction of their personal information.
- (f) Clean Foundation will adhere to the Municipality's policy on records management, retention, and destruction.

#### **ARTICLE 7. PACE PROGRAM BY-LAW**

- 7.01 The service provided will adhere to the legal framework and regulatory requirements set out by the Municipality's By-Law as well as by any provincial and national legislation and regulations that may relate to it.

#### **ARTICLE 8. COVENANTS OF THE MUNICIPALITY**

- 8.01 The Municipality shall follow the process recommended by Clean Foundation pursuant to section 2.01 above in the administration of the Program during the Term.
- 8.02 The Municipality agrees that Clean Foundation will retain intellectual property rights to any materials created by Clean Foundation for The Program, and therefore covenants not to disclose, use or permit the use of those materials by any other party after the Term of this Agreement without the prior express written consent of Clean Foundation.

#### **ARTICLE 9. TERM AND TERMINATION**

- 9.01 Clean Foundation may arrange for Customer Agreements to be signed until the close of business on March 31<sup>st</sup>, 2019. Each day between the date of this Agreement and that day shall be part of the "**Term**" of this Agreement. If the parties agree to renew or extend the Term of this Agreement, then each day between March 31<sup>st</sup>, 2019 and the expiration date that may be agreed upon from time to time shall also be part of the "**Term**" of this Agreement.
- 9.02 The parties acknowledge that Customer Agreements between eligible homeowner applicants and the Municipality may not be fully performed prior to the end of the Term. If Clean Foundation incurs costs or provides services after the Term, which relate to a Customer Agreement entered into during the Term, then the Town agrees to honour the payment terms set out in sections 4.01, 4.02, and 4.03 and above in relation to those Customer Agreements, even after the expiration of the Term.

#### **ARTICLE 10. GENERAL PROVISIONS**

- 10.01 **Amendment** - This Agreement may not be amended or modified in any respect except by a written agreement signed by the parties.
- 10.02 **Waiver** - No waiver by any party of any breach of any provision of this Agreement by any of the other parties shall take effect or be binding upon that party unless in writing

and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the right of the party not in default with respect to any other breach.

10.03 **Severability** - If any article, section or any portion of any section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Agreement.

10.04 **Enurement** - This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

10.05 **Execution by Counterpart** - This Agreement may be executed by any person who is from time to time to become a party hereto by signing a counterpart hereof, each of which counterpart so executed shall be deemed to be an original and such counterparts together shall constitute a single instrument.

**IN WITNESS WHEREOF** the parties have properly executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Witness:

**CLEAN NOVA SCOTIA FOUNDATION**

Per: \_\_\_\_\_  
Scott Skinner, Executive Director

**DISTRICT/TOWN OF \_\_\_\_\_**

Per: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

## Appendix A

### *One Time On-boarding Fee – \$13,300*

**Clean Foundation charges an onboarding fee which covers start-up year costs. These costs and services are limited to the start-up year only and include:**

- Pilot meetings:
  - Two in-person meetings at the municipal office.
    - One to agree on the processes for invoicing and sharing program documents as well as reviewing the frequently asked questions.
    - One to discuss pilot project evaluation at, or near, the pilot project year end.
  - 3-4 telephone conference meetings to finalize program details and processes.
- Design CEF program for the municipality.
- Create, review and finalize CEF agreement between Clean and the Municipality.
- Consult with municipality regarding program parameters (number of homeowners, loan amount, eligible upgrades, etc.).
- Customization of Customer Agreement, & Registration forms.
- Develop tracking system for participant files.
- Quarterly updates on participant progress.
- Pilot year evaluation will include interviews with participants and municipal administrators and a report of the overall pilot year.

**This onboarding fee also contains a turn-key communications & marketing package that includes:**

- The Clean Energy Financing logo with the name of the local municipality incorporated in it, in horizontal and vertical formats. (And we will include visual identity guidelines with colour palette and fonts.)
- Municipal webpages on the CleanEnergyFinancing.ca website
- 30 to 60 second video ad
- Municipality branded Clean Energy Financing promotional materials, specifically:
  - Posters (in vertical and horizontal formats) (electronic copy as well as 100 print colour copies)
  - Rack card handout (electronic copy as well as 500 print colour copies)
  - Power Point Presentation template
- A locally branded Clean Energy Financing pop-up display
- Clean Energy Financing messaging guide
- Clean Energy Financing suggested social media posts
- Suggested PSA text
- Newspaper ad template

- Production and placement of two print ads in local newspapers/publications
- Radio ad suggested script
- Preparation and distribution of an introductory press release to all local media in the region
- Leverage HomeWarming outreach opportunities (for example, community meetings or trade fairs) and offer Clean Energy Financing as an option for appropriate audiences in your region.
- Writing of a print story (with photos) based on a local participant's experience in the program This will be tailored for local media and social media

\* Please note if the municipality requires additional marketing services in subsequent years these will be an extra cost. However as part of this agreement, all marketing design files will be provided to municipality for use in future years.

# Memo

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

**From:** Jason MacDonald, Deputy CAO

**Date:** June 24, 2019

**Re:** Community Credit Union Business Innovation Center Roof Additional Information

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At the June 17, 2019 Committee of the Whole an amendment to the capital budget for the replacement of the roof at the Community Credit Union Business Innovation Center was forwarded to the June 24, 2019 Council meeting for consideration. Staff were also directed to provide additional logistical information on the installation of both a 'green roof' and a 'pitched roof'.

## Pitched Roof

- The installation of a pitched roof would necessitate procurement of consultant services to design the new roof structure.
- The existing roof accommodates mechanical equipment for the building's HVAC system. This equipment would have to either be moved to another location or somehow mounted on the new pitched roof. This would necessitate design changes to the HVAC system for which staff do not currently have budget estimates.
- Depending on the orientation of the pitch on the new roof, the windows on the east side of the second floor of the building would either have to be removed or would look out onto the side of the pitched roof.

## Green Roof

- An internet-based roofing calculator indicates that a green roof is approximately 2.5 more expensive to install than a flat roof.
- Prior to procurement, a structural assessment of the building would be required to ensure it could accommodate the additional weight of the plants and water associated with the green roof.
- The green roof infrastructure, including plants, piping, drainage and water retention systems would have to be designed by a professional prior to procurement.
- A door would be required on the east side of the second floor of the building to provide access to the roof. This can likely be accommodated by conversion of one of the existing windows.
- Railings and possibly an additional emergency exit may be required for the roof.
- There would be a slight increase in operational costs for the maintenance of plants on the roof.

The building was originally constructed in 1967 with the roof being replaced in the early 1990's. This gives the life span of both the original and replacement roof of approximately 25 years which is the expected lifespan of this type of roof. Given this information staff feel that a flat roof is functioning as expected and this replacement is part of the normal asset management process.

The installation of a flat roof at this time does not necessarily remove the possibility of conversion to a green roof at a later date.

### Summary

Due to the presence of the HVAC equipment and the impact on the existing windows on the second floor of the building the installation of a pitched roof may not be practical.

A green roof would likely be significantly more expensive than a traditional flat roof. In addition, the lead time required for a structural assessment and green roof design would jeopardize the installation of any roof this construction season which negates the purpose of advancing the roof replacement in the ten-year capital plan.

**Staff recommend that the existing flat roof on the Community Credit Union Business Innovation Center be replaced with a traditional flat roof as per the existing plan.**

# SYNOPSIS

## Capital Budget Amendment – Community Credit Union Business Innovation Center Roof

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The roof over the conference room at the Community Credit Union Business Innovation Centre has been leaking over the past several months. Last fall, some repairs were made that were hoped to solve the problem until a roof replacement could be done in the summer of 2020. These repairs included fixing the curb and edges on the roof as water was coming in through these areas. It was anticipated that this repair would provide a few additional years before the roof needed to be replaced. Unfortunately, the roof is continuing to leak and there has been ongoing damage to the ceiling. The potential for damage to the electronic equipment mounted in the areas where the leaks are coming through is cause for concern.

### **MOTION:**

**That Council approve an amendment to this year's capital budget (2019-2020) to include \$75,000 for the replacement of the roof at the Community Credit Union Business Innovation Center, and remove it from the year two capital budget (2020-2021).**



## AMHERST TOWN COUNCIL

RFD# 2019058

Date: June 24, 2019

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

**SUBMITTED BY:** Shelley Rector, CPA, CMA – Chief Financial Officer

**DATE:** June 24, 2019

**SUBJECT:** Amendment to Capital Budget for Roof Replacement for the Community Credit Union Business Innovation Center

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**ORIGIN:** Information received from the Capital Asset Coordinator / Property Manager.

**LEGISLATIVE AUTHORITY:** 37000-01 Procurement Policy and the MGA, Section 65.

**RECOMMENDATION:** That Council approve an amendment to this year's capital budget (2019-2020) to include \$75,000 for the replacement of the roof at the Community Credit Union Business Innovation Center, and remove it from the year two capital budget (2020-2021).

**BACKGROUND:** The roof over the conference room at the Community Credit Union Business Innovation Centre has been leaking over the past several months. Last fall, some repairs were made that were hoped to solve the problem until a roof replacement could be done in the summer of 2020. These repairs included fixing the curb and edges on the roof as water was coming in through these areas. It was anticipated that this repair would provide a few additional years before the roof needed to be replaced. Unfortunately, the roof is continuing to leak and there has been ongoing damage to the ceiling. The potential for damage to the electronic equipment mounted in the areas where the leaks are coming through is cause for concern.

**DISCUSSION:** The roof is a fiber membrane roof with tar and gravel. As the roof ages and dries, it is easy for cracks to happen which can result in leaks. As the repair completed last fall has not resolved the issue, it does not make sense to continue to make repairs to the roof as it is difficult to identify where the issue lies or to ensure another leak will not occur after a repair has been completed. The anticipated life of a new roof is at least 20-25 years. If there is a surplus from the 2018-2019 fiscal year, this money could be used to fund the cost of the project. If not, this is a project where borrowing for 15 years would make sense as it is an asset with a long-term useful life. This project was in year 2 of the capital budget for \$75,000 and was to be financed through long-term borrowing.

**FINANCIAL IMPLICATIONS:** This will increase this year's capital budget by \$75,000 making the total capital budget equal to \$3,769,229 and will be financed through long-term borrowing or with the 2018-2019 surplus if applicable. It is anticipated that there will be ongoing ceiling and/or electronics repair costs if the replacement is not completed.



**COMMUNITY ENGAGEMENT:** No community engagement is anticipated.

**ENVIRONMENTAL IMPLICATIONS:** The existing tar and gravel roof will be removed and disposed of in landfill. A new tar and gravel roof will be installed, with a life expectancy of approximately 20-25 years.

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications.

**ALTERNATIVES:**

1. Make repairs to the roof during this fiscal year and complete the replacement in 2020.
2. Allow the leaks to continue.

**ATTACHMENTS:**

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Report prepared by: Shelley Rector CPA, CMA - CFO

Report and Financial approved by:

# SYNOPSIS

## Capital Budget Amendment – Recapping West Victoria Street

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Last year, Dexter Construction installed patches at various locations on West Victoria Street. These patches were intended to repair horizontal cracks in the asphalt surface. Due to the fact that some of these cracks were in close proximity to each other the unintended effect is that the road seems to have multiple, small speed bumps in both driving lanes.

Staff met with representatives of Dexter Construction on site earlier this year. Dexter acknowledges that in retrospect they should have contacted the Town prior to carrying out this work in order to discuss alternative solutions. For this reason, they have provided discount pricing to recap the driving lanes of the street with 1.5” of asphalt from approximately Liberty Lane to James Street. This will smooth out the driving surface and add approximately 10 years to the life of the street.

### **MOTION:**

**That Council approve the amendment to the 2019/20 Capital Budget for the recapping of a 610 meter long section of West Victoria Street between Liberty Lane and James Street in the amount of \$85,000 plus HST to be funded by Gas Tax Revenues.**



## AMHERST TOWN COUNCIL

RFD# 2019063

Date: June 24, 2019

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

**SUBMITTED BY:** Jason MacDonald, Deputy CAO

**DATE:** June 24, 2019

**SUBJECT:** Recapping of Asphalt Driving Surface on West Victoria Street

---

**ORIGIN:** Review of 2018/19 Asphalt Patching Program

**LEGISLATIVE AUTHORITY:** MGA Section 65; Procurement Policy.

**RECOMMENDATION:** That Council approve the amendment to the 2019/20 Capital Budget for the recapping of a 610 meter long section of West Victoria Street in the amount of \$85,000 plus HST to be funded by Gas Tax Revenues.

**BACKGROUND:** Last year, Dexter Construction installed patches at various locations on West Victoria Street. These patches were intended to repair horizontal cracks in the asphalt surface. Due to the fact that some of these cracks were in close proximity to each other the unintended effect is that the road seems to have multiple, small speed bumps in both driving lanes.

**DISCUSSION:** Staff met with representatives of Dexter Construction on site earlier this year. Dexter acknowledges that in retrospect they should have contacted the Town prior to carrying out this work in order to discuss alternative solutions. For this reason, they have provided discount pricing to recap the driving lanes of the street with 1.5" of asphalt from approximately Liberty Lane to James Street. This will smooth out the driving surface and add approximately 10 years to the life of the street.

**FINANCIAL IMPLICATIONS:** \$85,000 to be added to the 2019/20 Capital Budget to be funded by Gas Tax revenue.

**COMMUNITY ENGAGEMENT:** Prior to construction work taking place a public notification program will be undertaken.

**ENVIRONMENTAL IMPLICATIONS:** Recapping of this portion of West Victoria Street will generate greenhouse gas emissions, however there is little alternative to this solution.

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications to recapping the asphalt driving surface on West Victoria Street.



**ALTERNATIVES:**

1. Recap the entire width of the street at a cost of \$85,000 plus HST.
2. Mill and pave the driving lanes at cost of \$120,000 plus HST.

**ATTACHMENTS:**

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

# SYNOPSIS

## Award of Fire Truck

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The supply of one new pumper truck was approved in the capital budget by Council on May 15, 2019. This new purchase will replace our oldest fire truck in the fleet and improve our fire suppression capability.

### **MOTION:**

**That Council award RFP-19-06 – Supply of One New Pumper Truck to Metalfab Ltd in the amount of \$575,000 plus HST.**



**AMHERST TOWN COUNCIL**

**RFD# 2019061**

**Date: June 24, 2019**

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

**SUBMITTED BY:** Greg Jones, Fire Chief

**DATE:** June 24, 2019

**SUBJECT:** RFP-19-06 - Replacement of fire engine (Pumper)

**ORIGIN:** 2019 - 2020 Capital Budget request

**LEGISLATIVE AUTHORITY:** 37000-01 Procurement Policy

**RECOMMENDATION:** That Council award RFP-19-06 – Supply of One New Pumper Truck to Metalfab Ltd in the amount of \$575,000 plus HST.

**BACKGROUND:** The supply of one new pumper truck was approved in the capital budget by Council on May 15, 2019. This new purchase will replace our oldest fire truck in the fleet and improve our fire suppression capability.

**DISCUSSION:** The approved capital budget includes an amount of \$600,000 for one new pumper truck. A request for proposals for the supply of one new pumper truck was issued with a closing date of April 29, 2019. This request for proposals defined the required specifications with the option to provide pricing for the addition of a command light and the option to provide pricing with the addition of an air conditioning unit.

The proposals were evaluated on the basis of: Meeting the specification requirements, Purchase price (40%), Product specifications & Performance (25 %), Proponent profile & performance (15 %), Product support and after-sale support (10%) and Warranty (10%).

The evaluation results were as follows, out of a possible 100 points:

Micmac Fire & Safety Source Ltd.	98.5	
<b>Metalfab Ltd.</b>	<b>100</b>	<b>Recommended Proposal</b>
Dependable Emergency Vehicles	75.0	

**FINANCIAL IMPLICATIONS:** The 2019-20 capital approved the fire truck replacement with a budget of \$600,000 including non-recoverable taxes.

**COMMUNITY ENGAGEMENT:** The procurement process will be used to procure this product, as per our Procurement Policy.

**SOCIAL JUSTICE IMPLICATIONS:** The replacement of this fire apparatus will not have social justice implications within the community.



**ENVIRONMENTAL IMPLICATIONS:** A new unit will be manufactured with a Diesel Exhaust Fluid (DEF) system. A DEF system uses a non-hazardous solution, which is 32.5% urea and 67.5% de-ionized water. *DEF* is sprayed into the exhaust stream of diesel vehicles to break down dangerous NOx emissions, to harmless nitrogen and water.

**ALTERNATIVES:** Cancel the procurement process

**ATTACHMENTS:** No attachments

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Report prepared by: Greg Jones, Fire Chief

Report and Financial approved by:

# SYNOPSIS

## Gritty to Pretty 2.0

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The Department of Municipal Affairs' Beautification and Streetscaping Program is designed to support the development of attractive and inviting areas where visitors are enticed to spend money in a municipality. Key investments can rejuvenate areas, foster local pride, encourage economic development and enhance the character of municipalities.

Several commercial properties in Amherst could benefit from improvements to facades, signage, and exterior lighting. These improvements would enhance Amherst's tourism development.

In 2018, the Town of Amherst partnered with the Amherst & Area Chamber of Commerce to deliver a Gritty to Pretty program with \$25,000 in funding from the Department of Municipal Affairs. All of the program funding was disbursed toward beautification improvements of commercial properties.

### **MOTION:**

**That Council approve the Gritty to Pretty Program 2.0.**



## AMHERST TOWN COUNCIL

RFD# 2019059

Date: June 24, 2019

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

**SUBMITTED BY:** Rebecca Taylor, Business Development Officer

**DATE:** June 24, 2019

**SUBJECT:** Gritty to Pretty 2.0 Beautification Program

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**ORIGIN:** Recommendations in *Centre First: Downtown Amherst Action Strategy*, suggestions in the tourism assessment of the Northumberland Shore by Destination Development International (Roger Brooks), and a new Beautification and Streetscaping Program funding opportunity from Nova Scotia Department of Municipal Affairs.

**LEGISLATIVE AUTHORITY:** MGA Section 48 (3): *In addition to matters specified in this Act or another Act of the Legislature, the Council may adopt policies on any matter that the Council considers conducive to the effective management of the municipality.*

**RECOMMENDATION:** That Council approve the Gritty to Pretty 2.0 beautification program.

**BACKGROUND:** The Department of Municipal Affairs Beautification and Streetscaping Program is designed to support the development of attractive and inviting areas where visitors are enticed to spend money in a municipality. Key investments can rejuvenate areas, foster local pride, encourage economic development and enhance the character of municipalities.

Several commercial properties in Amherst could benefit from improvements to facades, signage, and exterior lighting. These improvements would enhance Amherst's tourism development.

In 2018, the Town of Amherst partnered with the Amherst & Area Chamber of Commerce to deliver a Gritty to Pretty program with \$25,000 in funding from the Department of Municipal Affairs. All of the program funding was disbursed toward beautification improvements of commercial properties.

This year, an application for program funding requested \$25,000, with \$6,000 requested to update a vacant downtown building for use as a visitor information centre and \$19,000 requested for commercial property beautification and streetscaping projects. The DMA approved \$20,000 and staff would like to allocate the full amount toward commercial property beautification and streetscaping projects.

**DISCUSSION:** An application for funding was submitted to the Department of Municipal Affairs to establish a program in Amherst that would offer grants for commercial property beautification and streetscaping projects, up to 50% of eligible expenses, to a maximum of \$4,000 per property. The Town of Amherst has been approved for \$20,000 grant. The DMA requires grant



funding to be distributed through a partner organization and the Amherst & Area Chamber of Commerce is willing to administer the grant application, approval, and disbursement process.

**FINANCIAL IMPLICATIONS:** There are no financial implications for the Town of Amherst, as the funding will be received by the Town and then disbursed to the partner organization.

**COMMUNITY ENGAGEMENT:** Commercial property owners throughout Amherst were contacted through the process to determine an interest in participating. The Amherst & Area Chamber of Commerce and the Amherst Area Heritage Trust were consulted and are supportive of the concept.

**ENVIRONMENTAL IMPLICATIONS:** All work done through the program must comply with any applicable municipal, provincial, and federal environmental regulations.

**SOCIAL JUSTICE IMPLICATIONS:** The program guidelines encourage barrier-free improvements with smooth ground-level entrances, wide doorways, clearly visible signage and handrails to facilitate accessibility for people with physical limitations.

**ALTERNATIVES:**

1. Approve the Gritty to Pretty 2.0 Program.
2. Do not approve the Gritty to Pretty 2.0 Program.

**ATTACHMENTS:**

1. Proposed Memorandum of Understanding
2. Proposed Design Guidelines & Information Package

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Report prepared by: Rebecca Taylor, BDO  
Report and Financial approved by:

2.0  
**GRITTY TO PRETTY PROGRAM**  
**Design Guidelines**  
**& Information Package**





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## INTRODUCTION

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### PURPOSE

The Gritty to Pretty 2.0 Program encourages commercial building owners in Amherst to invest in beautification and streetscaping by providing matching grants to cover a portion of renovation costs. Projects will enhance the interface between the public pedestrian space and commercial activities, and have a positive aesthetic impact with a specific focus on tourism attraction.

The program is delivered as a partnership between the Town of Amherst and the Amherst & Area Chamber of Commerce.

### PROGRAM GOALS

- Make Amherst streets more inviting and interesting places to walk and shop.
- Help building owners attract and retain tenants.
- Build pride among the local business community.
- Contribute to the quality of life of residents, workers, and visitors.



## GRANTS

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### GRANT ALLOCATION

Funding is allocated on a case-by-case basis. The program will consider up to 50% to a maximum of \$4,000 of eligible costs with the balance coming from the applicant or other sources.

Submitting an application does not guarantee a grant or a specific grant amount. All project proposals are subject to a comprehensive review and must meet high quality standards and reflect the spirit and intent of the design guidelines that follow.

### CRITERIA

Applicants must meet the following criteria to be eligible for a grant through the program.

1. The participating building must be:
  - located in the Town of Amherst
  - oriented toward the street and pedestrian environment
  - assessed as a commercial property by the Property Valuation Services Corporation.
2. The applicant must be the property owner or a person legally designated by the property owner to submit the application and/or complete the project.
3. The participating building must be primarily used for commercial purposes.
4. The project must conform to the Town of Amherst Land Use Bylaw (Bylaw P-2) and to the design guidelines that are included in this document.
5. The current and proposed use of the building must be in compliance with the Land Use Bylaw.
5. Projects must be completed by March 31, 2020.



## DESIGN GUIDELINES

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### PROJECTS EXEMPLIFY AMHERST'S CENTRE FIRST STRATEGY

While the Centre First Strategy was developed for the central core area of downtown Amherst, the design principles expressed in that document should be reflected in Gritty to Pretty projects throughout town. Consider:

- Unique artistic elements that reflect the character of a business and building.
- Texture, pattern, colour and interesting shapes.
- Projecting wall signs, spot lights, gooseneck light fixtures.
- Large windows that occupy at least 50% of any street fronting wall
- Awnings or overhangs.
- Large frontages (>12m) divided into sections by using different materials, projections, bays, roof changes, or colours.

### BUILDINGS ARE BARRIER-FREE

As much as possible, your building should be accessible to every potential customer, regardless of their age or ability. Consider:

- Smooth ground level entrances.
- Doorways that are wide and open easily or automatically.
- Clearly-visible business signage and address.
- Handrails and contrast painting on the edge of all steps.

### PROJECTS ADDRESS WINTER CONDITIONS

Projects are encouraged to incorporate design features that make it easier for people to embrace winter in Amherst. Consider:

- Awnings that offer shelter from falling snow but don't block sunshine.
- Warm, bright colours.
- Hardy landscaping that can provide colour and texture in winter months.
- Lighting to illuminate dark evenings.
- Non-slip materials for building entrances.

### RENOVATIONS CONSIDER THE PRINCIPLES OF CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED).

The design should facilitate natural surveillance as a means to deter crime. Passersby should be able to see clearly into the storefront, and staff should be able to easily see outside the building. Desirable improvements include:

- Adding windows or increasing the size of existing windows.
- Using glass doors.
- Using clear glass rather than frosted or tinted glass.
- Decluttering windows of posters and signs.



## ELIGIBLE IMPROVEMENTS

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The Gritty to Pretty 2.0 Program supports improvements to the first three stories of a building. The work must improve the building and adjacent pedestrian spaces by doing more than maintenance.

Building features eligible to be restored, renovated or constructed with grant dollars may include the following:

- Signage
- Beautification fixtures such as baskets, benches, bike racks, and planters
- Lighting
- Repair or reconstruction of building façade, windows, and doors
- Contracted labour (non-staff)
- Professional services
- Development permit fees

Ineligible costs include: land acquisition, purchase of equipment for project construction, operating costs, marketing plans and initiatives, ongoing maintenance costs, administration, in-kind contributions, or work by contractors with whom the applicant has an interest, as defined by the Municipal Conflict of Interest Act.



## GRANT APPLICATION CHECKLIST

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### 1. INITIAL SITE MEETING

- Prepare your ideas for the proposed project.
- Review the program criteria and design guidelines to make sure that your project conforms with the spirit of the program.
- Meet with the program coordinator to discuss your project plans and assess your eligibility.

### 2. APPLICATION

Prepare and submit an application package that includes the following:

- A Gritty to Pretty 2.0 Program application form (attached to this document)
- A minimum of three “before” photos that show the entire façade, its context with surrounding buildings, and details of any façade components proposed to be altered through the project.
- A sketched design or rendering of planned improvements. Please identify colour, materials, lighting and all other proposed improvements.
- A project description that outlines the overall aim of the project, and any concerns or limitations to the current façade that will be addressed by the project.

### 3. PROJECT REVIEW COMMITTEE

Your project application will be presented to the Gritty to Pretty project review committee, who will respond with approval, approval with conditions, or refusal. Work with the program coordinator to address any of the questions or conditions that the committee has provided in response to your application.

### 4. PERMITS

Obtain all of the necessary permits prior to commencing the project. Town of Amherst staff are available to assist you with permit applications. Your project may require:

- Development permit (note: signage requires a development permit)
- Building permit



## FUNDING AGREEMENT

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The program coordinator will review your application information to determine the grant amount available for your project.

If your application is approved, the program coordinator will prepare a Funding Agreement (contract) to be signed by you and the Amherst & Area Chamber of Commerce. The Funding Agreement will include your project's maximum grant amount, rules

Prepare and submit a pre-construction package that includes the following:

- A copy of permit applications for your project
- A minimum of two quotes for all work proposed for the project
- A cost summary of the itemized breakdown of the improvements and the corresponding specific costs, and the selected vendor(s)/contractor(s).
- A project schedule that estimates the duration of your project, with relevant milestones.

Once permits and approvals in place, and your Funding Agreement is signed by all parties, you're ready to start construction of your Gritty to Pretty project.

Projects must be completed by March 31, 2020.



## REIMBURSEMENT

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Once your project is complete, follow these steps to arrange reimbursement of eligible expenses:

1. Contact the Town of Amherst building inspector to schedule a final construction inspection, as required by your building permit.
2. Prepare and submit a final report that includes the following:
  - A letter indicating that you believe the project is finished and that you are requesting a final inspection by a representative of the Gritty to Pretty Program.
  - A cost summary of the itemized breakdown of the improvements and the corresponding specific costs and the selected vendor(s)/contractor(s).
  - A minimum of three photos of your completed project, including at least one taken after dark.
  - Invoice(s) with demonstration of payment(s).
  - A copy of the final inspection report from the building official coordinator.
3. The program coordinator will contact you to schedule and conduct a final inspection to evaluate the completed project against the Reimbursement Agreement. (This is not the same as your final construction inspection and is required to initiate any final payment for your project.)
4. Once all requirements have been met, the program coordinator will prepare a reimbursement cheque consistent with the terms of the agreement. Cheques are generally issued two to four weeks after all final documentation is received.



## CONTACT US

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Contact us today to discuss your project or submit your application.

Program coordinator:  
Ron Furlong, Executive Director

Amherst & Area Chamber of Commerce  
5 Ratchford Street  
Amherst, NS  
B4H 1X2  
(902) 667-8186  
info@amherstchambers.ca

[www.amherst.ca/gritty-to-pretty-program.html](http://www.amherst.ca/gritty-to-pretty-program.html)



# GRITTY TO PRETTY 2.0 PROGRAM

## Application Form

### Applicant

Last name:

First name:

Name of business:

Mailing address:

Town:

Postal Code:

Phone number:

Email:

Applicant:  Property Owner  Business Owner

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### Property Information

Address:

PID:

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### Owner

If you are applying as a tenant of a building, please provide the following information and attach a letter of consent from the owner(s) stating that you are allowed to make the proposed changes to the building.

Last name:

First name:

Mailing address:

Town:

Postal Code:

Phone number:

Email:

I understand that my submission of an application does not constitute a guarantee for funding under the Gritty to Pretty Program, and disbursement of funds is entirely at the discretion of the Amherst & Area Chamber of Commerce. I certify that all information is true and accurate to the best of my knowledge, and if approved, work will be completed in accordance with the terms and conditions of the Funding Agreement entered into with the Amherst & Area Chamber of Commerce.

---

Applicant signature

---

Date

# GRITTY TO PRETTY PROGRAM

## Project Description

Description of Proposed Project (100 to 300 words. Attach a separate page if necessary.)

Attach required documents to application:

- Three photos of existing conditions
- Detailed specifications and associated costs
- Sketch design or rendering of proposed work
- Materials and colours

---

### Cost Estimate for Eligible Improvements

Material cost:

Labour cost:

Professional services:

Permits:

Grant requested:

Approximate start and completion dates:

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### Building information

Number of storeys:

Total square feet:

Current use:     Retail     Office     Restaurant     Other commercial

Note: information collected in this application form is confidential and collected for the purpose of administering the Gritty to Pretty Program and to maintain communication as necessary. However, the name and location of the building and project designs may be released to various organizations, the media, and the public if the application receives a grant under the Gritty to Pretty Program.



Project Number: \_\_\_\_\_

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
by and between the Amherst & Area Chamber of Commerce (hereinafter, Chamber),  
and \_\_\_\_\_ (Hereinafter Recipient).

WHEREAS, a need exists in the Town of Amherst to encourage the beautification of the streetscape, signage, and building facades; and

WHEREAS, such encouragement is provided by the financial incentive of a matching grant program; and

WHEREAS, such encouragement will assist in the economic revitalization of the Town of Amherst; and

WHEREAS, the Chamber is acting on behalf of the Town of Amherst to implement the goals and objectives of the Gritty to Pretty Program; and

WHEREAS, the parties have agreed to the terms of this Program, said terms to fulfill the purposes set forth herein,

NOW THEREFORE, the parties hereto agree as follows:

**1. IMPROVEMENTS:**

The Recipient shall undertake the improvements as set out in the attached approved grant application, which is incorporated herein by reference as if fully set out herein.

**2. GRANT:**

The Chamber shall reimburse the Recipient upon completion of the work and verification that the Recipient has paid the for materials, labour, and other eligible project costs. Said payment shall be equal to 50% of eligible expenses for approved work, but shall not exceed \$4,000.00 (Grant Funds) subject to the conditions and terms of this Agreement.

**3. USE OF GRANT FUNDS:**

Grant Funds shall be used only for Improvements approved by the Chamber. Any alterations, revisions or changes to the Improvements will be authorized and approved by the Gritty to Pretty project review committee. Failure to have alterations, revisions or changes approved in advance by the project review committee will result in the termination of this Agreement and forfeiture of the Grant Funds.

#### **4. REIMBURSEMENT PROCEDURES:**

Grant Funds shall be disbursed to the Recipient only when the Improvements are completed, inspected, and approved by the agent of the Chamber, as being in accordance with the approved project. Upon completion of the improvements, the Recipient shall submit an itemized invoice and evidence of payment thereof, with copies of all contractor's invoices to the program coordinator for payment by the Chamber. Payment will be made to the Recipient subject to the terms and conditions of this Agreement.

#### **5. TIME OF PERFORMANCE:**

All Improvements approved by the Chamber shall be completed by March 31, 2020.

#### **6. RESPONSIBILITY OF RECIPIENT FOR CONTRACTOR'S OBLIGATIONS:**

A. The Recipient's contractor (the Contractor) shall perform the work for the project set forth in the specifications attached hereto and made a part hereof, in a workmanlike manner and where applicable, in accordance with the regulations of the Building Code Act of the Province of Nova Scotia and the Town of Amherst Land Use By-law.

B. The contractor shall guarantee and warrant to the Chamber and to the Recipient all work performed by contractor for a period of 12 months against defects in workmanship and materials.

C. The Recipient or Contractor shall obtain and pay for all required permits and contractor's licenses and is to pay all required fees and taxes.

D. Contractor shall carry comprehensive general liability insurance, automobile liability insurance, Worker's Compensation Coverage at statutory limits, with minimum limits of \$1,000,000. The Chamber shall be named as an additional insured.

#### **7. ADHERENCE TO DESIGN GUIDELINES:**

Recipient shall adhere to the design guidelines of the Gritty to Pretty Program Design Guidelines & Information Package. Recipient acknowledges that unauthorized changes made to the approved design may endanger the receipt of the grant.

#### **8. CHANGES TO IMPROVEMENTS:**

Recipient shall make no substantial changes, other than ordinary maintenance, to the Improvements for five (5) years, unless any such changes are determined by the program coordinator to be consistent with the Design Guidelines, as determined by the program coordinator.

#### **9. INDEMNIFICATION:**

The Recipient does hereby indemnify and hold harmless the Amherst & Area Chamber of Commerce, the Town of Amherst, and their employees, agents, and the project review committee, from all claims made or actions against, or losses, damages, costs, and attorney's fee incurred as a result of, arising out of, or related to any intentional act or omission by the Recipient under, pursuant to, or in connection with, this Agreement and the work undertaken pursuant hereto.

**10. TERMINATION:**

This Agreement may be terminated by the Chamber or the Recipient upon written notification to the other party. Termination shall be effective upon delivery of such notification to the Chamber or the Recipient. In the event of termination by the Recipient, the Chamber shall be released of all obligations to the Recipient, but the Recipient's duty to indemnify shall survive the termination. No payment shall be made for any work if Recipient terminates this agreement.

**11. PARTY RELATIONSHIPS:**

The parties to this Agreement hereby acknowledge that nothing contained in this Agreement shall be deemed or construed by either of them, or by any third person or entity, to create any relationship of principal and agent, limited or general partnership, employer and employee, or joint venture, between the Chamber and Recipient, or to create any relationship of third-party beneficiary in favour of a person or entity not a party to this Agreement, including contractors and suppliers.

**12. ENTIRE AGREEMENT:**

This Agreement constitutes the entire Agreement of the parties hereto. It shall supersede all prior offers, negotiations, and agreements. No revision of this Agreement shall be valid unless made in writing and signed by the parties hereto.

**13. NOTICE:**

All notices and correspondence shall be sent to the following addresses, unless written notification to the contrary is received:

Ron Furlong, Executive Director  
Amherst & Area Chamber of Commerce  
5 Ratchford St., Amherst Nova Scotia B4H 1X2

**14. REMEDIES:**

In the event the Recipient does not perform under the terms of this Agreement, the Chamber shall be entitled to its remedies at law and in equity, in addition to liquidated damages equal in amount to the Grant Funds, if said Grant Funds have been disbursed.

**15. GOVERNING LAW:**

This Agreement shall be governed by laws of the Province of Nova Scotia.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Recipient

By: \_\_\_\_\_ Date: \_\_\_\_\_

Amherst & Area Chamber of Commerce

# Memorandum of Understanding

Between: Town of Amherst (“Town”)  
And: Amherst & Area Chamber of Commerce (“Chamber”)  
RE: Gritty to Pretty 2.0 Program (“Program”)

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## Definitions

1. “Business premises” means any building used for a primary purpose other than residential use.
2. “Façade” means the street-facing exterior side of a commercial building.
3. “Program Area” means all business premises located within the Town of Amherst.
4. “Program” means the Gritty to Pretty beautification and streetscaping program.
5. “Chamber” means Amherst & Area Chamber of Commerce.
6. “Town” means the Town of Amherst.

## Background

7. The Town of Amherst has successfully applied for financial assistance through the Nova Scotia government’s *Beautification and Streetscaping Program* to partner with a body corporate for the purpose of beautifying a business district with a specific focus on tourism attraction.
8. The Chamber is willing to partner with the Town of Amherst for the purpose of receiving the funding in order to promote and administer the program.

## Commitment by the Town

9. The Town will provide funding to the Chamber by way of a grant in an amount up to \$20,000. The Town will provide support to the Chamber through its Business Development Officer, who will advise and consult with the Chamber regarding the program.
10. The Town shall provide and approve a “Gritty to Pretty Program Design Guidelines & Information Package” with all associated supplemental information, forms, and reference documents necessary for the Chamber to properly administer the project.
11. The Town will have the right to audit the records of the Chamber to ensure that the project is managed according to the objectives of the Town.
12. The Town will provide guidelines to the Chamber for the parameters of the project, including the types of businesses that may apply for a grant, the amount that may be applied for, and the type of

work that is eligible for a grant. In the event the Town makes any changes to the parameters of the project, the Town agrees to provide the Chamber with reasonable notice in order to implement the changes.

#### Commitment by the Chamber

13. The Chamber will appoint a program coordinator to administer and manage the project in accordance with the “Gritty to Pretty 2.0 Program Design Guidelines & Information Package”.
14. The Chamber will take all steps necessary to manage the application process in a timely and comprehensive manner.
15. The Chamber will establish a project review committee made up of three members of the Chamber’s Executive Committee of the Board of Directors. The project review committee will approve projects based on criteria in the “Gritty to Pretty 2.0 Program Design Guidelines & Information Package”.
16. The Chamber will authorize payments pursuant to the project upon obtaining satisfactory evidence of the completion of the work in accordance with the application submitted.
17. The Chamber will report to the Town on a monthly basis with respect to its progress and administration of the project.
18. The Chamber shall maintain all records, documents, reference material, permits, paid invoices received with respect to the project, and will permit the Town to audit the project in its entirety.
19. The project will provide funding of up to \$4,000 per building for beautification in keeping with the “Gritty to Pretty 2.0 Design Guidelines & Information Package”, based on matching funds being contributed by the applicant. In-kind contributions or work by contractors with whom the applicant has an interest, as defined by the Municipal Conflict of Interest Act, shall not be eligible for consideration.
20. The Chamber shall maintain sufficient insurance for the purposes of implementing the project, and provide the Town with a certificate of insurance naming the Town of Amherst as an additional named insured.

#### Values

21. The Town and Chamber agree that the following values will apply to the project:
  - a. Citizen Engagement: The Town and Chamber will take all steps necessary to engage the citizens and business operators of the Town of Amherst to ensure that the project is successfully completed and improves the Town of Amherst as a whole.
  - b. Mutual Respect: The Town and Chamber hold the best interests of the Town of Amherst’s citizens and business operators at the forefront, and will mutually respect the other’s interest in the project.

- c. Sustainability: The Town and Chamber agree that the project shall be carried out in a manner that represents a more sustainable future for the Town of Amherst.
- d. Local Opportunities: The Town and Chamber agree to maximize the local benefits of the project undertaken to the extent possible.
- e. Transparency: The Town and Chamber agree that the use of public funds and decisions concerning the investment thereof should be open and transparent to stakeholders.

General Terms

- 22. This Memorandum of Understanding shall be adopted by the Town and by the Chamber and shall not be binding until so adopted.
- 23. The Chamber agrees that it shall adhere to the principals of accountability and transparency as required by the Town as set forward in the Municipal Government Act.
- 24. This Memorandum of Understanding shall expire on June 30, 2020.

In witness whereof, the parties have properly executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

SIGNED, SEALED & DELIVERED )  
 In the presence of: )  
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 \_\_\_\_\_ )  
 Witness )  
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 Witness )

**TOWN OF AMHERST**  
 \_\_\_\_\_  
 Per:  
  
**AMHERST & AREA CHAMBER OF COMMERCE**  
 \_\_\_\_\_  
 Per:

# SYNOPSIS

## Declaration of a Climate Emergency

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I'd like to read the following resolution which has been drafted with the assistance of the Amherst Youth Town Council:

**WHEREAS** the Town of Amherst is working to meet all provincial targets in terms of renewable energy, and as such is a leader amongst Town governments in Nova Scotia; and,

**WHEREAS** we – along with all residents of Earth – are faced with a climate emergency, as recently recognized by a variety of municipalities across Canada; and,

**WHEREAS** the IPCC has issued a special report on the impacts of global warming of 1.5°C above the preindustrial levels caused by greenhouse gas emissions; and,

**WHEREAS** foreseeable and preventable climate-change related outcomes are of grave importance to the Town of Amherst; and,

**WHEREAS** the Town of Amherst will be ensuring that minimizing greenhouse gas emissions and the threat of sea level rise are top of mind in Council decision making and climate change mitigation and adaption issues will be important criteria in project prioritization; and,

**WHEREAS** the Town of Amherst has and is continuing to invest in major capital projects and is presented with opportunities to institute climate neutral building and long-term management practices; and,

**WHEREAS** the Town of Amherst has recently entered a contract with the Nova Scotia Government's Solar for Community Buildings Pilot Program which will see the installation of 75 kW of solar on the roof of the stadium and is currently partnering with Nova Scotia Power on the Smart Meter Pilot Project; and,

**WHEREAS** the Town of Amherst has identified environmental stewardship, including adaption, mitigation and sustainability as a key pillar of its strategic plan, which is an acknowledgment of the importance of incorporating climate-change implications into the Town's long-term strategic planning and budgeting; and,

**WHEREAS** the Town of Amherst is uniquely equipped to act as a role model and change maker for other Canadian communities; and,

**WHEREAS** in the Town of Amherst has a strong Active Transportation Plan and currently is expanding the infrastructure;

### **MOTION:**

#### **THEREFORE BE IT RESOLVED**

**THAT the Amherst Town Council declare that we are in a state of climate emergency via proclamation and press release. Staff will be directed to develop a report outlining:**

- **Steps the Town of Amherst could undertake to reduce its carbon footprint to meet the IPCC targets to keep warming below 1.5°C as expressed in the 2018 IPCC Report; and,**
- **Steps the Town of Amherst could undertake to support the businesses and residents of the Town of Amherst to further reduce or eliminate the communities carbon footprint; and,**
- **Related budgetary implications.**



## AMHERST TOWN COUNCIL

RFD# 2019064

Date: June 24, 2019

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

**SUBMITTED BY:** Gregory D. Herrett, CAO

**DATE:** June 24, 2019

**SUBJECT:** Declaration of a Climate Emergency

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**ORIGIN:** Consultation with the Amherst Youth Town Council to Declare a Climate Emergency.

**LEGISLATIVE AUTHORITY:** MGA Section 47 (1) The Council shall make decisions in the exercise of its powers and duties by resolution, by policy, or by by-law.

**RECOMMENDATION:** That Council Declare a Climate Emergency.

**BACKGROUND:** The Town of Amherst has identified environmental stewardship, including adaption, mitigation and sustainability as a key pillar of its strategic plan, which is an acknowledgment of the importance of incorporating climate-change implications into the Town's long-term strategic planning and budgeting.

The Town has also recently entered a contract with the Nova Scotia Government's Solar for Community Buildings Pilot Program which will see the installation of 75 kW of solar on the roof of the stadium and is currently partnering with Nova Scotia Power on the Smart Meter Pilot Project. Amherst also has a strong Active Transportation Plan and currently is expanding this infrastructure.

**DISCUSSION:** The Town of Amherst is working to meet all provincial targets in terms of renewable energy.

Should Council declare a state of climate emergency, staff will be directed to develop a reporting outlining steps the Town of Amherst could undertake to reduce its carbon footprint to meet the IPCC targets to keep warming below 1.5°C as expressed in the 2018 IPCC Report; and steps the Town of Amherst could undertake to support the businesses and residents of the Town of Amherst to further reduce or eliminate the communities carbon footprint.

**FINANCIAL IMPLICATIONS:** Staff will be directed to develop a report outlining any related budgetary implications.

**SOCIAL JUSTICE IMPLICATIONS:** Ensuring responsible environmental stewardship will benefit all sectors of our community.



**ENVIRONMENTAL IMPLICATIONS:** By declaring a climate emergency, the Town of Amherst will be ensuring that minimizing greenhouse gas emissions and threat of sea level rise are top of mind in Council decision making and climate change mitigation and adaptation issues will be important criteria in project prioritization and management.

**COMMUNITY ENGAGEMENT:** There has been no community engagement at this time.

**ALTERNATIVES:** Do not declare a climate emergency.

**ATTACHMENTS:** Draft Declaration of Climate Emergency

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Report prepared by: Greg Herrett, CPA. CA CAO  
Report and Financial approved by:

# **Internal Committee Report**

## **Planning Advisory Committee**

### **June 2019**

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The Planning Advisory Committee met on June 3, 2019. The Municipal Clerk dissolved the meeting due to a lack of quorum and rescheduled the meeting for June 11, 2019. The single item on the agenda included the recommendation for demolition of 23 Spring Street which ordered the property owner to remove all contents and that the building be demolished, and the foundation backfilled no later than July 2, 2019.

The next meeting of the Planning Advisory Committee will be scheduled for September 9, 2019 unless business arises before then.

# Amherst Youth Town Council

## Year-End Report

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This year the Amherst Youth Town Council (AYTC) had 15 regular council meetings, including two meetings where elections occurred. The elected positions on council this year were: Jr. Mayor, Rohin Minocha-McKenney; Deputy Jr. Mayor, Mason Carter; Secretary, Olivia Pulsifer; Treasurer, Grace Doncaster; and Public Relations, Dan Osborn. The AYTC had several main goals including combating youth mental health, youth smoking, the environment, promoting the AYTC and active living.

For youth mental health, the AYTC hosted a mental health week in May to try and combat stigma and misinformation about mental health, mental illness and services in regard to mental health. This week included collaboration with Amherst Regional High School, Laura Ashley Farrow and was funded by the SOAR Community Health Board through a wellness fund. The events during this week were a Zumba Class, a Speaker, Information Sessions and group work activities. This week saw the overall participation of almost 600 youth in Amherst. A survey was also conducted during these events, the data for this survey has not yet been analyzed however it should be released by mid-July, 2019.

In regards to smoking, the AYTC has been more focused on giving our opinion, hence the youths opinions, on what changes were to be made to the Smoke-Free Recreational Places By-Law. We did this by raising concerns to council and by also meeting with the new Chief of Police, Dwayne Pike. Changes to this by-law included extended definitions, clarification on some aspects of the by-law and the inclusion of e-cigarettes and cannabis in the by-law. We were very happy with the changes that were made to the by-law and we thank Chief Pike for taking into consideration the youth.

The environment has been a recent issue that not just the youth in Amherst but youth around the world have been dedicated to changing. With years of static movement in greener initiatives the AYTC decided to give the town a “jump start” into thinking more green. This, in turn, did exactly what the AYTC wanted, which was to start a conversation on what our climate needs and what needs to be done. By raising our voices we are hoping to be able to promote more green projects in Amherst with a focus on mitigation and working towards net zero emissions in greenhouse gases. This year we had multiple conversations with council and are hoping that they will continue next year. We can’t wait to see action taken by the town as a whole towards green projects and more sustainable movement because we do want to make sure many generations of Amherstonians can “see why we love it”.

The AYTC had the opportunity to meet with many groups this year including Councillor Blanch about the environment, a youth Baha’i group in Amherst about issues of importance to youth in Jr. High School including youth safety at the skatepark and solutions to littering downtown including having more garbage cans, as well we met with Chief Pike as mentioned before.

Finally, the AYTC had a focus on promoting the image and operations of the AYTC. We did this by moving away from a council that was just based on having activities to being a council that was able to give our opinions. As seen this year, the AYTC was able to bring major and minor issues forth to council along with pursuing our own initiatives outside of the regular operations of the AYTC. As well, the AYTC also participated in many events to promote the image of youth and to enjoy what our town has to offer including the Christmas Parade, Light-Up, Boston Tree, New Years, The Valentines Run and the Cumberland Pride Parade.

The AYTC would like to thank the Amherst Town Council for all their support this year. We greatly appreciate the council for valuing the voices of the youth. We would also like to thank a very important person who has mentored the AYTC ever since he came here 5 years ago, Bill Schurman. Bill has been integral to help guide the AYTC for the past 5 years and we would not be where we are and be so empowered without him. We will miss you and wish you the best of luck in your future endeavors. Again, we would like to thank everyone at the Town of Amherst for another amazing year and all the support. The AYTC will be taking a small break over the summer but will be resuming meetings come early August with a reduced council size until the empty positions on AYTC are filled, those meetings will resume with interim elected positions.

# **External Committee Report**

## **Cumberland Public Libraries**

### **June 2019**

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#### **Auditor's Report**

Ms. Dickson of Jorgensen & Bickerton Chartered Accountants went over the audited statement and answered questions for the Board. The Board passed the 2018-19 auditor's report.

#### **Financial Report**

Ms. Corey provided the Board with final budget for the 2019-20 fiscal year. The 2019-20 budget was passed during this meeting.

#### **2018-19 Annual Statistics**

During 2018-19, Cumberland Public Libraries signed out over 111,000 items, including books, DVDs, magazines and more, and had over 120,000 visits to our libraries. The Four Fathers library signed out 43,654 items, and had 59,259 visits.

Also during 2018-19 Four Fathers Library held 246 programs for children and adults, with 5,952 people in attendance.

A complete Cumberland Public Libraries Annual report will be available in August 2019.

The next Board meeting is scheduled for September 5, 2019.

# External Committee Report

## Cumberland Joint Services Management Authority

**June 2019**

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During the month of May CJSMA staff participated in the Highland Fling, and gave presentations to Grade 1 and Grade 3 classes at Spring Street Academy, as well as to the staff and clients at the Bridge Workshop. Staff also hosted a Household Hazardous Waste Event at the Amherst Fire Hall on June 15<sup>th</sup> from 9:00 a.m. to 12:00 p.m.

The Enforcement Officer continues to focus on curbside recycling audits as there still is a fair amount of rejections from our solid waste collectors for recyclables not being properly sorted. Residents are reminded that recyclables need to be sorted into two streams: paper products, including things like newspapers, cereal boxes and cardboard, and container products which includes things like milk cartons, glass jars and plastic containers.

The Board awarded the tender for cell closure to Dexter Construction Company Ltd. at a cost of \$3,444,457 + HST. This award is conditional on NSE approving the cell closure design as submitted in February 2019.

A special meeting of the CJSMA Board is scheduled for July 4<sup>th</sup> at 5:30 p.m. at the Upper Nappan Service Centre. The next regular meeting is scheduled for September 19<sup>th</sup> at 5:30 p.m. at Amherst Town Hall.

# **External Committee Report**

## **Northern Region Waste-Resource**

**June 2019**

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The regular meeting of the Northern Region Waste-Resource Committee was held on June 14<sup>th</sup> in Elmsdale. Items on the agenda included updates from the Regional Chairs and Regional Coordinator as well as the Managers/Directors Committee.

Regional Chairs submitted the EPR proposal to the Minister of the Environment on May 31. Chairs then issued a press release one week later, which included the proposal to draw public attention to the issue of EPR in the province. Staff understand that no consideration of EPR will be made until the Efficiency Study is completed. The final draft of the Study is expected in mid-late July.

The next general meeting is scheduled for Friday, September 27<sup>th</sup> hosted in Cumberland with location to be determined.