



Town of Amherst
Regular Council Meeting
Agenda

Date: Monday, March 22, 2021
Time: 6:00 pm

	Pages
1. CALL TO ORDER	
2. TERRITORIAL ACKNOWLEDGMENT	
"We [I] would like to begin by acknowledging that the land on which we gather is the traditional unceded territory of the Mi'kmaw Peoples."	
3. APPROVAL OF AGENDA/MINUTES	
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4.7. Citizen Appointments to the Amherst Board of Police Commissioners - Christie	57 - 59
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5.3.	Audit Committee - No Report	
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6.7.	Inter Municipal Tourism - Christie	74 - 74
6.8.	Poverty Reduction - No Report	
7.	ADJOURNMENT	

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: February 22, 2021
Time: 6:00 pm
Location: Community Credit Union Business Innovation Centre

Members Present Mayor David Kogon
Deputy Mayor Hal Davidson
Councillor George Baker
Councillor Sheila Christie
Councillor Lisa Emery
Councillor Dale Fawthrop
Councillor Leon Landry

Staff Present Greg Herrett, CAO
Jason MacDonald, Deputy CAO Operations
Mike Hunter, Chief Financial Officer
Dwayne Pike, Police Chief
Greg Jones, Fire Chief
Andrew Fisher, Manager of Planning & Strategic Initiatives
Tamara Porter, Business Development Officer
Tom McCoag, Corporate Communications Officer
Kim Jones, Municipal Clerk
Natalie LeBlanc, Deputy Clerk

Others Present Amanda Mollan, YMCA of Cumberland

Due to the COVID-19 pandemic and the requirement for physical distancing, this was also a virtual meeting held via Zoom.

1. CALL TO ORDER

Mayor Kogon called the meeting to order at 6:00 p.m.

2. TERRITORIAL ACKNOWLEDGMENT

Mayor Kogon gave the Territorial Acknowledgement.

3. PRESENTATION

3.1 YMCA of Cumberland UpLift Program

Amanda Mollan gave a presentation on behalf of the YMCA of Cumberland UpLift Program, included as part of the agenda package.

4. APPROVAL OF AGENDA/MINUTES

4.1 Approval of the Agenda

Moved By Councillor Baker
Seconded By Councillor Christie
To approve the agenda as circulated.

Motion Carried

4.2 Approval of Minutes

4.2.1 January 25, 2021 Regular Council

Moved By Councillor Emery
Seconded By Councillor Fawthrop
To approve the minutes of the January 25, 2021 regular meeting of Council as circulated.

Motion Carried

4.2.2 February 4, 2021 Special Council

Moved By Councillor Landry

Seconded By Deputy Mayor Davidson

To approve the minutes of the February 4, 2021 special meeting of Council as circulated.

Motion Carried

5. REQUESTS FOR DECISION

5.1 Mandatory Provincial Contribution Area Rate

Moved By Councillor Landry

Seconded By Councillor Christie

WHEREAS the Mandatory provincial contributions of \$2,163,799 for the fiscal period ended March 31, 2022 must be rated;

THEREFORE BE IT RESOLVED THAT for the Town of Amherst for the fiscal year ending March 31, 2022, the Mandatory Provincial Contribution Area Rate on all property assessments within the boundary of the Town of Amherst are as follows:

Residential / Resource	\$0.402 per \$100 of assessment
Commercial	\$0.402 per \$100 of assessment

AND THAT these area rates are due and payable on September 30, 2021 with interest to be charged on all final tax accounts outstanding on or after October 1, 2021 at the rate of 1% per month, 12% per annum.

Motion Carried

5.2 Northern Region Solid Waste Agreement

Moved By Councillor Emery

Seconded By Deputy Mayor Davidson

That Council approve the attached Northern Region Intermunicipal Solid Waste Agreement and authorize the Mayor and CAO to sign on their behalf.

Motion Carried

THIS INTER-MUNICIPAL AGREEMENT dated the day of _____, 2021,

BETWEEN:

THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND, a Municipal Corporation;

OF THE FIRST PART

- and -

THE MUNICIPALITY OF COLCHESTER, a Municipal Corporation;

OF THE SECOND PART

- and -

THE MUNICIPALITY OF EAST HANTS, a Municipal Corporation;

OF THE THIRD PART

- and -

THE TOWN OF AMHERST;

OF THE FOURTH PART

- and -

THE TOWN OF OXFORD;

OF THE FIFTH PART

- and -

THE TOWN OF TRURO;

OF THE SIXTH PART

- and -

THE TOWN OF STEWIACKE

OF THE SEVENTH PART

Whereas the Environment Act SNS 1994-95, c.1, as amended and the Solid Waste-Resource Management Regulations *authorize and create* seven (7) Solid Waste Resource Regions in the Province of Nova Scotia including Region 3, known as the Northern Region which is comprised of the counties of Colchester and Cumberland and the District of East Hants. The mandate of the Northern Region is to enable the Municipal units to collaborate in order to meet waste resource objectives as set and determined by the Minister of Environment. These objectives could include, but are not limited to, solid waste-resource management reports, plans, disposal targets, diversion goals and distribution of provincial funding.

And whereas the parties agree that the respective elected Municipal representatives and staff will work collectively and cooperatively on the objectives as set by the Minister, the recommendations are non-binding and each individual Municipal Unit retains full responsibility and authority for all financial and operational decisions required to comply with the Environment Act and regulations.

AND WHEREAS the parties have previously cooperated in the creation of a Northern Region Solid Waste Management Plan;

AND WHEREAS it is in the best interests of the parties to work in a coordinated manner with all Municipal Units within Northern Region;

AND WHEREAS there is a need to determine how inter-municipal cooperation can be achieved, how decisions can be made, and how decisions or recommendations made through cooperative discussions can be reviewed and approved by the parties;

AND WHEREAS the parties wish to formalize by Agreement, the arrangement which has been in effect;

WITNESSETH that in consideration of the mutual covenants hereinafter set out, the parties agree as follows:

1. Effective Date:

1.1 The parties acknowledge the creation of the Northern Region Solid Waste Resource Committee (NRWRC) effective January 1, 1999, to which each party belongs.

2. Representation

2.1 The Council for each Municipal Unit shall appoint one elected representative and one alternate to attend meetings of the Northern Region Solid Waste Resource Committee to address solid waste resource issues. The Council representatives shall be the voting members.

2.2 In addition to elected representation Staff may attend meetings in an ex officio capacity without voting privileges.

3. Meetings

3.1 The Committee shall select from the elected members a Chairperson and a Vice-Chairperson to preside as Chairperson.

3.2 The Chairperson shall preside for a two (2) year term. Thereafter, and before the expiry of each Chairperson's term, the Committee shall elect a replacement Chairperson.

3.3 No Chairperson shall serve more than two (2) consecutive terms without interruption, unless agreed upon by the committee.

3.4 The Committee shall meet at least on a quarterly basis or as deemed necessary by the Chairperson or Vice-Chairperson or at the request of three (3) participating members.

3.5 Each meeting of the Committee shall be chaired by the Chairperson or Vice-Chairperson, or in their absence, a member selected at the meeting.

3.6 Meeting locations shall be on a rotating basis, and/or hosted virtually as decided by the Committee.

3.7 Scheduled meetings of the Committee require a quorum of four (4) Municipal Units being present, who represent more than 50% of the population (as per the latest census figures) of Northern Region. Decisions shall be by majority vote of elected officials representing the Region and who are present and voting at the time decisions are made.

- 3.8 Each Municipal Unit is allowed one vote.
- 3.9 Elected representatives must attend Northern Region Meetings. If the elected representative does not attend three consecutive meetings without leave of the Committee the Municipality will be asked to appoint a new representative.

4. Administrative Representatives

- 4.1 A group of administrative representatives as directed by the Committee may meet separately and apart or together with the elected representatives to consider the issues before the Committee and present the entire Committee of elected and appointed representatives with a prepared agenda for meetings and specific recommendations in relation to same.
- 4.2 Meetings of the administrative representatives, if held, may be held on a rotating basis, as decided by the Committee.
- 4.3 Each meeting of the administrative representatives shall be chaired by an administrator in the area where the meeting is being held or by any other method determined by the administrative representatives.

5. Funding

- 5.1 Funding currently available from the Province for Regional Coordinators shall be directed to the Regional Coordinator positions, during the period of the Committees existence. The funding will be shared between Cumberland Joint Services Management Authority, Municipality of Colchester, and the Municipality of East Hants. The Regional Coordinator position rotates every two years. The committee will describe the role of the Regional Coordinator by resolution passed from time to time.
- 5.2 The participating Authorities/Municipalities will each assign an employee as the Regional Coordinator for the purposes of liaising with the Resource Recovery Fund Board Nova Scotia (RRFB) now known as DivertNS and other stake holders on behalf of their participating units.
- 5.3 Funding made available from the Province or other stakeholders shall be disbursed to partners as the funding is designed. In Diversion credit funding distributed by actual diversion rates, funding by contract (Education & Enforcement), funding by population will be divided through the Region etc.

6. Independent Discussions

- 6.1 Each party shall have the right to enter into independent discussions and agreements without being restricted as a result of participating formally in the Northern Region Solid Waste Resource Committee.

SIGNED, SEALED AND DELIVERED

in the presence of

)	THE MUNICIPALITY OF THE
)	COUNTY OF CUMBERLAND
)	
)	Per:.....
)	Rennie J. Bugley, CAO
)	
)	Per:.....
)	Murray Scott, Warden
)	
)	THE MUNICIPALITY OF THE
)	COUNTY OF COLCHESTER
)	
)	Per:.....
)	Rob Simonds, CAO
)	
)	Per:.....
)	Christine Blair, Mayor
)	
)	THE MUNICIPALITY OF EAST
)	HANTS
)	
)	Per:.....
)	Kim Ramsay, CAO
)	
)	Per:.....
)	Eleanor Roulston, Warden

) **THE TOWN OF AMHERST**
)
) Per:.....
) Greg Herrett, CAO
)
)

) Per:.....
) David Kogon, Mayor
)
)

) **THE TOWN OF OXFORD**
)
) Per:.....
) Rachel Jones, CAO
)
)

) Per:.....
) Gregory Henley, Mayor
)
)

) **THE TOWN OF TRURO**
)
) Per:.....
) Mike Dolter, CAO
)
)

) Per:.....
) Bill Mills, Mayor
)
)

) **THE TOWN OF STEWIACKE**
)
) Per:.....
) Dale Bogle, CAO
)
)

) Per:.....
) George Lloy, Mayor
)
)

**5.3 Purchase and Sale Agreement Havelock and Victoria Street
Moved By Councillor Christie
Seconded By Councillor Baker**

That Council approve the attached purchase and sale agreements for the two properties located at the corner of Havelock and Victoria Streets, identified as PID’s 25005208 and 25033861, and authorize the Mayor and CAO to sign on their behalf. And further, that the 2020/21 Capital Budget be amended to include the Land Purchase at Victoria and Havelock Streets in the amount of \$65,000 and remove the Purchase Outdoor Skating Rink (Victoria Street) project in the amount of \$65,000.

Motion Carried

AGREEMENT OF PURCHASE AND SALE

BETWEEN:
THE TOWN OF AMHERST, a municipal corporation, incorporated under the laws of the Province of Nova Scotia (the “Purchaser”)
-and-

JOAN E. CAMERON, of Amherst, in the County of Cumberland and Province of Nova Scotia (the “Vendor”)

OFFER

1. The Purchaser hereby offers to purchase from the Vendor the parcel of land located at 95 East Victoria Street, Amherst, Nova Scotia (the “Property”) being PID 25005208 for a sum of Thirty Thousand Eight Hundred Dollars (\$30,800.00) of lawful money of Canada together with all adjustments pursuant to this agreement.

CONDITIONS

2. The Purchaser shall pay all costs associated with the migration and purchase of the Property as well as the sale of the Property on behalf of the Vendor.

DEPOSIT

3. The Purchaser does not submit a deposit with this offer.

CLOSING DATE

4. This agreement shall be completed on or before the ___ day of March, 2021 (the "Closing Date"). Upon completion, possession of the property shall be given to the Purchaser.

TITLE

5. The Vendor is to furnish the Purchaser with a metes and bounds description of the property which is the subject of this Agreement, after receipt whereof the Purchaser is allowed 10 days to investigate the title to the Property, which he shall do at his own expense. If within that time any valid objection to title is made in writing, to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void.

CONVEYANCE

6. The Conveyance (of the Property which is the subject of this Agreement) shall be by Warranty Deed drawn at the expense of the Purchaser, to be delivered on payment of the purchase price on the Closing Date. The said property is to be conveyed free from other encumbrances, except as to any easements, registered restrictions or covenants that affect the property and do not materially affect the enjoyment of the property.

ADJUSTMENTS

7. The purchase price shall be paid on the Closing Date subject to an adjustment for municipal property taxes.

SOLICITOR OF TRANSACTION

8. Creighton Shatford will be the solicitor for the transaction. No information received in connection with the transaction from one client can be treated as confidential so far as any of the others are concerned; and if a conflict develops that cannot be resolved, the lawyer cannot continue to act for both and may have to withdraw completely.

HST CERTIFICATE

9. The Vendor shall certify on or before the Closing Date that the Property is not subject to HST.

TENDER OF DOCUMENTS AND CHEQUE

10. Any tender of documents to be delivered or money payable hereunder may be made upon the Vendor or the Purchaser or any party acting for him and money may be tendered by certified cheque or solicitor's trust cheque.

TIME OF ESSENCE

11. Time shall in all respects be of the essence in the Agreement. In the event of a written agreement of extension, time shall continue to be of the essence.

BINDING

12. This Agreement shall enure to the benefit and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

CHANGES OF NUMBER AND GENDER

13. This agreement is to be read with all changes of gender or number required of the context.

ACCEPTANCE DATE

14. This offer shall be open for acceptance until 1:00pm on the ____ day of February, 2021.

Dated at Amherst, in the Province of Nova Scotia this _____ day of February, 2021

TOWN OF AMHERST (Purchaser)

Witness PER: DAVID KOGON, Mayor

VENDOR'S ACCEPTANCE OF OFFER

15. I hereby accept the above offer and agree to sell on the terms as therein set forth.

Dated at Amherst, in the Province of Nova Scotia this ____ day of February, 2021

Witness JOAN E. CAMERON (Vendor)

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

THE TOWN OF AMHERST, a municipal corporation, incorporated under the laws of the Province of Nova Scotia (the "Purchaser")

-and-

MARGARET ELIZABETH MONROE, of Amherst, in the County of Cumberland and Province of Nova Scotia (the "Vendor")

OFFER

1. The Purchaser hereby offers to purchase from the Vendor the parcel of land located at 97 East Victoria Street, Amherst, Nova Scotia (the "Property") being PID 25033861 for a sum of Twenty-Five Thousand Dollars (\$25,000.00) of lawful money of Canada together with all adjustments pursuant to this agreement.

CONDITIONS

2. The Purchaser shall pay all costs associated with the migration and purchase of the Property as well as the sale of the Property on behalf of the Vendor.

DEPOSIT

3. The Purchaser does not submit a deposit with this offer.

CLOSING DATE

4. This agreement shall be completed on or before the ___ day of March, 2021 (the "Closing Date"). Upon completion, possession of the property shall be given to the Purchaser.

TITLE

5. The Vendor is to furnish the Purchaser with a metes and bounds description of the property which is the subject of this Agreement, after receipt whereof the Purchaser is allowed 10 days to investigate the title to the Property, which he shall do at his own expense. If within that time any valid objection to title is made in writing, to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void.

CONVEYANCE

6. The Conveyance (of the Property which is the subject of this Agreement) shall be by Warranty Deed drawn at the expense of the Purchaser, to be delivered on payment of the purchase price on the Closing Date. The said property is to be conveyed free from other encumbrances, except as to any easements, registered restrictions or covenants that affect the property and do not materially affect the enjoyment of the property.

ADJUSTMENTS

7. The purchase price shall be paid on the Closing Date subject to an adjustment for municipal property taxes.

SOLICITOR OF TRANSACTION

8. Creighton Shatford will be the solicitor for the transaction. No information received in connection with the transaction from one client can be treated as confidential so far as any of the others are concerned; and if a conflict develops that cannot be resolved, the lawyer cannot continue to act for both and may have to withdraw completely.

HST CERTIFICATE

9. The Vendor shall certify on or before the Closing Date that the Property is not subject to HST.

TENDER OF DOCUMENTS AND CHEQUE

10. Any tender of documents to be delivered or money payable hereunder may be made upon the Vendor or the Purchaser or any party acting for him and money may be tendered by certified cheque or solicitor's trust cheque.

TIME OF ESSENCE

11. Time shall in all respects be of the essence in the Agreement. In the event of a written agreement of extension, time shall continue to be of the essence.

BINDING

12. This Agreement shall enure to the benefit and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

CHANGES OF NUMBER AND GENDER

13. This agreement is to be read with all changes of gender or number required of the context.

ACCEPTANCE DATE

14. This offer shall be open for acceptance until 1:00pm on the ____ day of February, 2021.

Dated at Amherst, in the Province of Nova Scotia this _____ day of February, 2021

TOWN OF AMHERST (Purchaser)

Witness PER: DAVID KOGON, Mayor

VENDOR'S ACCEPTANCE OF OFFER

15. I hereby accept the above offer and agree to sell on the terms as therein set forth.

Dated at Amherst, in the Province of Nova Scotia this ____ day of February, 2021

Witness MARGARET ELIZABETH MONROE (Vendor)

**5.4 Appointments to Members of Council to External Boards Committees and Commissions
Moved By Deputy Mayor Davidson
Seconded By Councillor Landry
That Council approve the amendments to the Policy #10350-28
Appointments of Members of Council to External Boards, Committees and Commissions.**

Motion Carried

TOWN OF AMHERST POLICY

NUMBER 10350-28
PAGE 1 of 2

DEPARTMENT: COUNCIL

TITLE: **APPOINTMENT OF MEMBERS OF COUNCIL TO EXTERNAL BOARDS, COMMITTEES & COMMISSIONS**

Minutes reference date: February 26, 2018

Short Title

1. This Policy may be known as the *Appointments of Members of Council to External Bodies Policy*.

Purposes

2. The purposes of this Policy are to determine
 - (a) when Council may appoint or refuse to appoint Members to external bodies;
 - (b) which external bodies Council may consider appointing Members;
 - (c) the reporting requirements regarding other bodies on which Members may choose to serve without the appointment of Council.

Interpretation

3. In this Policy,
 - (a) "CAO" means the Chief Administrative Officer of the Municipality;
 - (b) "Clerk" means the Clerk of the Municipality, and includes a person acting under the direction or supervision of the Clerk;
 - (c) "Council" means the Council of the Town;
 - (d) "External body" means any board, commission, committee, body or local authority of any kind established to exercise or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes of a municipality or parts thereof or of two or more municipalities or parts thereof, or to which a municipality or municipalities are required to provide funds.
 - (e) "Member" means a member of Council, including the Mayor; and
 - (f) "Municipality" means the Town of Amherst.

Roles and Responsibilities

4.
 - (a) Only Council may appoint Members to external bodies.
 - (b) Any appointment by Council of Members to external bodies shall be made pursuant to section 9 of this Policy.
5. Council shall only make appointments to external committees after having received and considered the terms of reference from external committee.
6. The Clerk shall keep a list of the appointments of Members to external bodies made by Council.

External Bodies

7. Council shall not be bound by the by-laws or articles of incorporation adopted by an external body providing for the appointment of a Member to such body.

Council Appointments Required by Enactment, By-law or Agreement

8.
 - (1) Council may appoint Members to external bodies
 - (i) in accordance with any enactment of the Government of Canada or Province of Nova Scotia;
 - (ii) in accordance with the By-laws of the Municipality or an agreement to which the Municipality is a party; or
 - (iii) as otherwise directed by Council.
 - (2) An external body Council considers meets the purpose of subsection 1 of this section shall be named in Appendix A.
 - (3) Council may amend Appendix A to add or remove the name of an external body.

External Bodies by Council Appointment

9.
 - (1) Council may appoint Members to bodies, including external bodies, which in the opinion of Council:
 - (a) are community wide in scope;
 - (b) affect or may affect a municipal interest; or
 - (c) are community organizations with a mandate to provide an alternative service delivery in respect of municipal property on behalf of the Municipality, and to which the Municipality is the primary funder.
 - (2) Information or action from a Committee to be considered by Council will be presented using the "External Committee Report Template" and be included in the agenda package for the next regularly scheduled meeting.
 - (3) An external body Council considers meets the purpose of subsection 1 of this section shall be named in Appendix B.
 - (4) Council may amend Appendix B to add or remove the name of an external body.

External Bodies Without Council Appointment

10.
 - (1) A Member who sits on a body that has not been appointed to such body by Council shall advise the Clerk of the name of the body on which he or she sits.
 - (2) The Clerk shall retain a list of the names of the bodies provided by the Members pursuant to subsection 1 of this section and the list shall indicate the name of the Member and the name of the body provided.

(3) The Clerk shall retain the list created pursuant to subsection 2 of this section in the Office of the Municipal Clerk as a public record.

(4) The Clerk shall provide the list annually to the Members for their review and the Members shall advise the Clerk of any errors or omissions on such list.

Appendices

11. Any Appendix attached to this Policy shall form part of the Policy.

**Appendix A
External Bodies to which Members
are appointed pursuant to section 9**

Board, Committee or Commission	Members Appointed	Act, Legislation, By-Law Agreement or Membership
Cumberland Public Libraries Board	1 Member appointed	By-laws of Board
Cumberland Joint Services Management Authority	2 Members appointed	Intermunicipal Agreement
Regional Emergency Management	2 Members appointed	Intermunicipal Agreement
Northern Region Solid Waste	1 Member appointed	Intermunicipal Agreement
Cumberland YMCA	1 Member appointed	Contribution Agreement
LA Animal Shelter	1 Member appointed	Contribution Agreement

**Appendix B
External Bodies to which Members
are appointed pursuant to Section 10**

Board, Committee or Commission	Members of Council Appointed	Comments
Municipal Alcohol Project	1 Member appointed	By Request of Organization Council may appoint member
Senior Safety Advisory Committee	1 Member appointed	

6. INTERNAL COMMITTEE REPORTS

6.1 Planning Advisory Committee - Davidson

Information item; no direction given or action required.

6.2 Amherst Board of Police Commissioners - Baker

Information item; no direction given or action required.

6.3 Audit Committee - No Report

6.4 Amherst Youth Town Council

Included as part of the agenda package. Information item; no direction given or action required.

7. EXTERNAL COMMITTEE REPORTS

7.1 Cumberland Public Libraries

Councillor Fawthrop gave a verbal report. Information item; no direction given or action required.

7.2 Cumberland YMCA - Fawthrop

Information item; no direction given or action required.

7.3 Cumberland Joint Services Management Authority - No Report

7.4 Northern Region Solid Waste Committee - No Report

7.5 L. A. Animal Shelter - Fawthrop

Information item; no direction given or action required.

7.6 Senior Safety - Emery

Information item; no direction given or action required.

7.7 Inter Municipal Tourism - No Report

7.8 Poverty Reduction - No Report

7.9 Municipal Alcohol Project - Emery

Information item; no direction given or action required.

8. ADJOURNMENT

Moved By Deputy Mayor Davidson

Seconded By Councillor Landry

To adjourn the meeting at 6:40 p.m.

Motion Carried

Kimberlee Jones
Municipal Clerk

David Kogon
Mayor

SYNOPSIS

Development Agreement Application 11 Victor Avenue

The proposed development agreement would allow a Garden Suite within an existing accessory building at 11 Victor Avenue. An advertised Public Participation Opportunity was held on February 3rd, 2021. The Planning Advisory Committee recommended that Council enter into the agreement.

MOTION:

That Council give first reading of the proposed Development Agreement for 11 Victor Avenue, and schedule a public hearing for April 14, 2021.

TO: Mayor Kogon and Members of Council

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

DATE: March 22, 2021

SUBJECT: Development Agreement 1st Reading – 11 Victor Avenue

ORIGIN: An application for a development agreement to allow a Garden Suite within the existing accessory building at 11 Victor Avenue (PID# 25033598). A garden suite is defined as an accessory building used as a single detached dwelling unit.

RECOMMENDATION OF THE PLANNING ADVISORY COMMITTEE: That Council approve the application by entering into a development agreement for 11 Victor Avenue to allow a garden suite.

BACKGROUND:

Site Details: The subject property, located in the General Residential Zone, is approximately 1,131m² (12,169sqft) in area and contains a single-detached dwelling and a two-level accessory building.

Neighborhood: Victor Avenue is a dead-end street consisting of mostly detached dwellings. The street ends at the back of the West Highlands School sports field. Abutting properties to the rear of the subject property are also 1-2 unit detached dwellings.

Proposal Details: In 2018 the property owner constructed a 72 m² (784 sqft) 2-storey accessory building on the property and wishes to use the second floor as a dwelling unit. The proposed use fits the definition of a Garden Suite under section 1(31)(e) of the Land Use Bylaw (LUB). Under LUB section 7.2.2(c) Garden Suites are subject to a development agreement in accordance with Policy RP-14 of the Municipal Planning Strategy (MPS) discussed below.

The 2018 permit issued for the accessory building prohibited it to be used as a dwelling. This meant that while the second floor was allowed to be finished it could not contain a kitchen. As such, approval of the development agreement would allow a full kitchen and would not result in exterior changes to the existing building or the property. The attached pictures show current conditions.

RELEVANT POLICY AND DISCUSSION:

MPS Policies: The following provides the Municipal Planning Strategy (MPS) policies most relevant to the consideration of garden suites. Each Policy is italicized followed by staff comments in regular font.



RP-14 *It shall be the intention of Council to permit Garden Suites in all Residential areas by Development Agreement. In negotiated such an agreement Council shall have regard for the following:*

- (a) the garden suite be secondary to the main dwelling on the lot;*
- (b) water and sewer services be provided independent from the main dwelling;*
- (c) two off street parking spaces be provided on the property;*
- (d) the garden suite be a minimum of 1.2 metres from the side property lines;*
- (e) the garden suite be a minimum of 6 metres from the rear property line;*
- (f) the garden suite be a minimum of 1.2 metres from the main dwelling;*
- (g) the garden suite not be located in the front yard of the property;*
- (h) no home occupation, group home, boarding house, day care or other sech secondary use be permitted on the property;*
- (i) the development agreement be discharged should the garden suite be removed from the property.*

With respect to the location, size, and parking, the proposal generally meets the intent of the above noted policy, except for the rear yard setback. The policy calls for a 6 m (20 ft) setback where the proposal provides only 1.8 m. Other considerations with respect to separate water/sewer services and a prohibition on other secondary uses will be stipulated in the agreement.

RP-11 *It shall be the intention of Council to encourage and promote the provision of affordable housing units within all residential areas of the Town by:*

- (a) encouraging a mix of housing types and densities;*
- (b) permitting secondary apartments in all dwelling units;*
- (c) permitting a secondary residential structure (Garden Suite) on a lot;*
- (d) cooperating with Federal and Provincial Governments to facilitate affordable housing within the Town.*

Garden suites address housing affordability by allowing seniors to remain independent longer while having family support close by. In addition to the affordability benefits, garden suites can also come with social benefits by reducing demand on local health and support services.

RP-8 *It shall be the intention of Council to encourage a mix of housing types and income groups in all residential areas.*

The proposed garden suite would add to, but would not stand out in, the existing mix of housing types and densities in this area.

A-5 It shall be the intention of Council, when considering an amendment to this or any other planning document, including the entering into or amendment of a development agreement, to consider the following matters, in addition to all other criteria set out in the various policies of this planning strategy:

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

As outlined above, the proposed Garden Suite would generally confirm to the policy intent of the MPS, except the reduced rear yard setback. However, there are mitigating factors that could be considered in this circumstance. At its closest point the Garden Suite would be approximately 17 m (55ft) from the rear of the neighbouring dwelling that fronts on Cornwall Street. In addition, the public have opportunities through the process to voice any concerns they may have.

FINANCIAL IMPLICATIONS: None specific to this matter.

SOCIAL JUSTICE IMPLICATIONS: None specific to this matter.

ENVIRONMENTAL IMPLICATIONS: None specific to this matter.

COMMUNITY ENGAGEMENT: A publicized Public Participation Opportunity was held on February 3, 2021 with no members of the public attending. Should Council approve 1st reading, a Public Hearing will be scheduled.

ALTERNATIVES: 1) Reject the application by Refusing to enter into the development agreement. 2) Refer the application back to the Planning Advisory Committee for more information.

ATTACHMENTS: 1) Draft development agreement for 11 Victor Avenue. 2) Staff report to PAC. 3) Property maps and pictures.

Report prepared by: A. Fisher
Report and Financial approved by:







This Agreement made this _____ Day of _____ 2021.

Between:

Joseph Cormier, Bertha Cormier, Jolene Cormier, and Michael Brazelton (owner of property located at 11 Victor Avenue [PID 25033598], hereinafter called the "Owner"),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy RP- 14 of the Municipal Planning Strategy of the Town of Amherst, to locate a Garden Suite Dwelling on the property located at 11 Victor Avenue (PID 25033598).

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

AND WHEREAS the Council of the Town, at its meeting on the _____ Day of _____ 2018, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

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

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' - Site Plan
- (c) Schedule 'C' – Building Elevation

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

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may locate a Garden Suite Dwelling on said lands.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.

- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) This Agreement shall be discharged upon the Garden Suite being removed from the Lands.
- 7) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 8) This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

SIGNED, SEALED AND DELIVERED

In the presence of

THE TOWN OF AMHERST

David Kogon MD, Mayor

Gregory D. Herrett, CAO

FOR THE OWNER

Joseph (Barry) Cormier

Bertha Cormier

Jolene Cormier

Michael Brazelton

Schedule A

11 Victor Avenue - Development Agreement

Terms and Conditions:

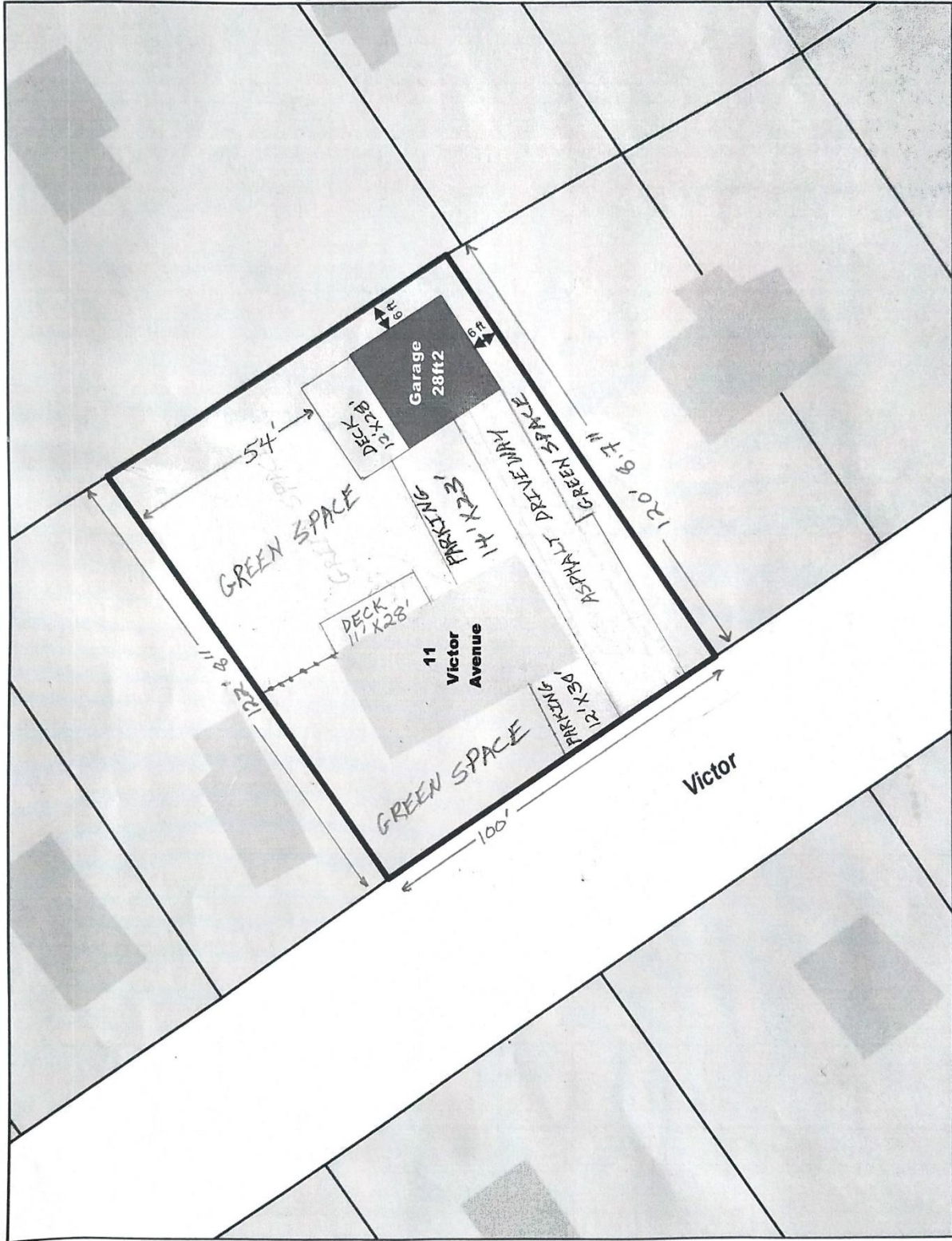
1.0 USE OF LAND AND BUILDINGS

- 1.1 The use of the property shall be limited to a single-detached main dwelling and one (1) Garden Suite dwelling in the approximate location as shown on Schedule 'B'.
- 1.2 A minimum of one (1) parking space shall be provided for each dwelling unit on the Lands.
- 1.3 Accessory buildings and uses may be permitted on the Lands in accordance with the *Town of Amherst Land Use Bylaw*.
- 1.4 The Garden Suite dwelling shall have horizontal dimensions of approximately 8.5 metres by 8.5 metres, excluding decks and patios.
- 1.5 The Garden Suite dwelling shall generally conform to the designs shown on Schedule 'C'. Variations to the architectural details shall not be considered a substantial change to this agreement.
- 1.6 The Garden Suite shall not become the main dwelling on the lot.
- 1.7 Notwithstanding an order by a recognized authority, if the main dwelling on the lot is removed, construction of a replacement main dwelling of equal or greater size to the Garden Suite shall commence within six (6) months.
- 1.8 The Garden Suite shall be serviced with water and sanitary sewer independent from the main dwelling.

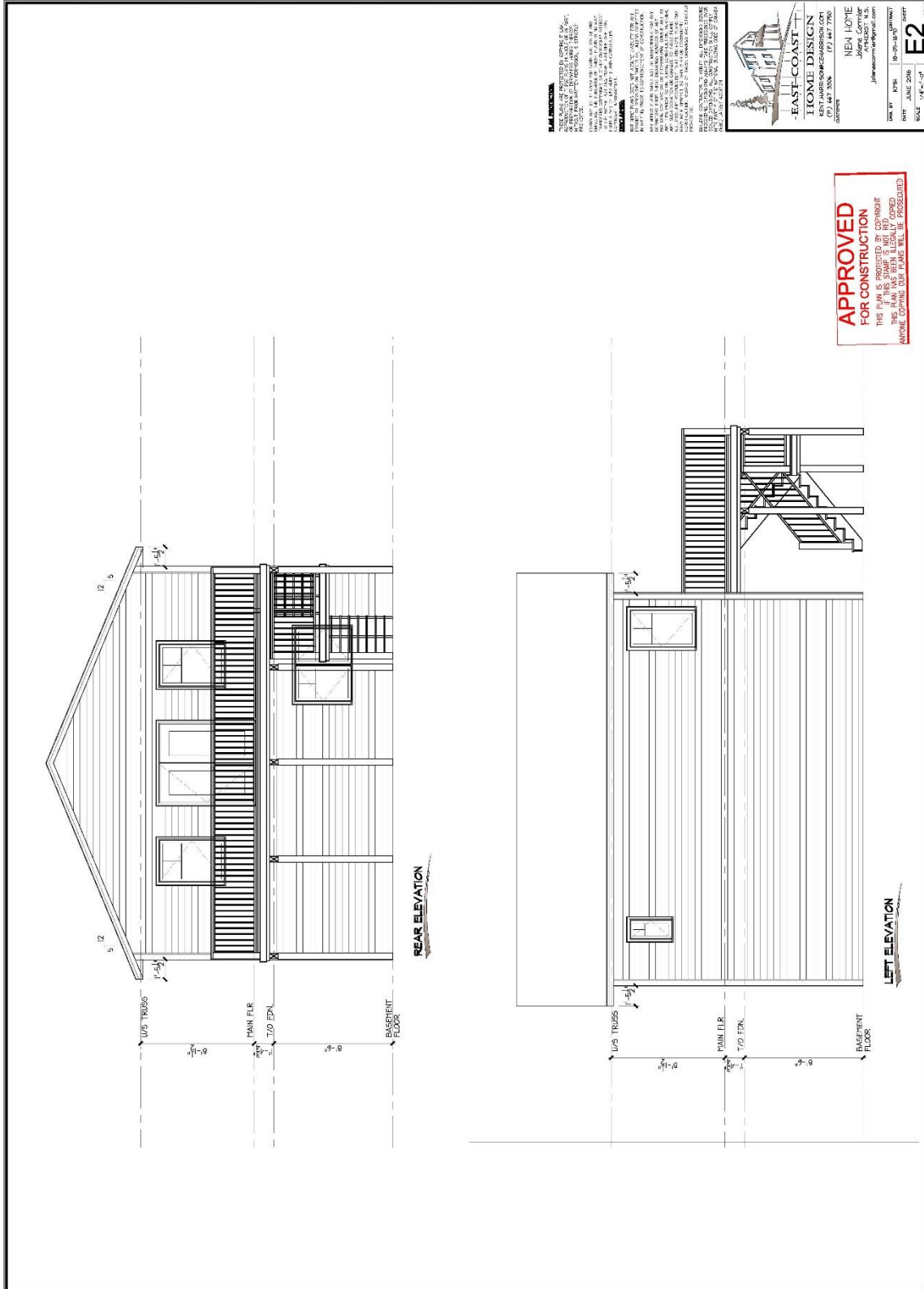
2.0 GENERAL REQUIREMENTS

- 2.1 The Owner shall keep the Lands and buildings and any portion thereof clean and in good repair. All elements of the development on the Lands shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.3 Solid waste management shall be in conformance with the Town of Amherst *Solid Waste Bylaw*.

SCHEDULE 'B'



SCHEDULE 'C'



PLAN NOTE:
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. FINISH FLOOR IS TO BE 1/2" ABOVE FINISH GRADE.
 3. FINISH GRADE IS TO BE 1/2" ABOVE FINISH GRADE.
 4. FINISH GRADE IS TO BE 1/2" ABOVE FINISH GRADE.
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GENERAL NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. FINISH FLOOR IS TO BE 1/2" ABOVE FINISH GRADE.
 3. FINISH GRADE IS TO BE 1/2" ABOVE FINISH GRADE.
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 10. FINISH GRADE IS TO BE 1/2" ABOVE FINISH GRADE.

EAST COAST HOME DESIGN
 1000 W. 10th St. #100
 Fort Lauderdale, FL 33304
 (954) 467-7700
 www.eastcoasthomedesign.com

NEW HOME
 DATE: 06/21/2018
 SCALE: 1/4" = 1'-0"

E2

SYNOPSIS

Development Agreement Amendment 15 Clinton Street

The proposed development agreement amendment would allow the conversion of an existing 3-unit dwelling into four dwelling units. An advertised Public Participation Opportunity was held on February 3rd, 2021. The Planning Advisory Committee recommended that Council enter into the agreement.

MOTION:

That Council give first reading of the proposed Development Agreement amendment for 15 Clinton Street, and schedule a public hearing for April 14, 2021.

TO: Mayor Kogon and Members of Council

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

DATE: March 22, 2021

SUBJECT: Development Agreement amendment 1st Reading – 15 Clinton Street

ORIGIN: An application for an amendment to an existing development agreement for 15 Clinton Street (PID# 25040395) to convert the interior of an existing 3-unit dwelling to four units. The subject property is located in the Downtown Zone, where the addition of ground floor residential uses is subject to a Development Agreement.

RECOMMENDATION OF THE PLANNING ADVISORY COMMITTEE: That Council approve the application by entering into a development agreement amendment for 15 Clinton Street to allow the conversion of an existing 3-unit dwelling to four dwelling units.

BACKGROUND:

Site Details: The subject property is approximately 927m²(~9,975sqft) in area with a 245m²(2,640sqft) two-storey commercial building that was converted to a 3-unit residential dwelling in 2013. Areas of the property not occupied by the building are asphalt.

Neighborhood: Clinton Street contains a mix of low density residential with vehicle-oriented commercial uses, including U-haul vehicle parking, a contractor's office, a garage, furniture store, and a petroleum distributor at the end of the street. Directly behind the subject property are detached dwellings that front on Chamberlain Street.

As a 'dead-end street' traffic is predominantly local access, with regular oil truck traffic that can operate at all hours.

Proposal Details: The 2013 development agreement permitted the interior conversion of the commercial building to a 3-unit residential dwelling. The current proposal would involve splitting the ground floor unit. The amended agreement is the same as the 2013 agreement but would allow up to four dwelling units.

RELEVANT POLICY AND DISCUSSION:

The following provides the Municipal Planning Strategy (MPS) policies most relevant to this proposal. Each policy is italicized provided below followed by staff comments in regular font.

As a property located in the Downtown Commercial Zone, LUB Section 8.3.2 (d) permits ground floor residential uses, subject to a Development Agreement under MPS Policy CP-15. This policy states:

CP-15 *In negotiating such a development agreement, Council shall take into account:*



(a) the location, height, bulk of the building;

The height and bulk of the building will not change. Given the ample separation between buildings, and relatively low intensity of use compared to its former use as a recreational vehicle retail outlet, Staff feel the adding an additional dwelling unit will have a negligible impact on the surrounding neighborhood.

(b) the architecture of the building;

The existing architectural character of the building will not change.

(c) signage;

As stipulated in Schedule A of the agreement, signage must conform to the LUB for residential property.

(d) parking facilities;

It could be argued that the property contains too much parking with no definition between parking and the street along the entire frontage of the property. Staff do not see this as a significant issue given the very low traffic load of the street.

(e) landscaping;

The applicant does not wish to remove the existing asphalt for landscaping. Staff do not feel that the creation of landscaped areas is warranted for such a small-scale redevelopment of a property with low visibility.

(f) pedestrian access.

Staff do not consider pedestrian access an issue.

RP-11 *It shall be the intention of Council to encourage and promote the provision of affordable housing units within all residential areas of the Town by:*

- (a) encouraging a mix of housing types and densities;*
- (b) permitting secondary apartments in all dwelling units;*
- (c) permitting a secondary residential structure (Garden Suite) on a lot;*
- (d) cooperating with Federal and Provincial Governments to facilitate affordable housing within the Town.*

It could be argued that this proposal addresses housing affordability by providing a slightly higher density with minimal negative impact on surrounding uses

RP-8 *It shall be the intention of Council to encourage a mix of housing types and income groups in all residential areas.*

The additional dwelling unit would add to, but would not stand out in, the existing mix of housing types and densities in this area.

A-5 *It shall be the intention of Council, when considering an amendment to this or any other planning document, including the entering into or amendment of a development agreement, to consider the following matters, in addition to all other criteria set out in the various policies of this planning strategy:*

(a) That the proposal conforms to the general intent of this plan and all other municipal bylaws and regulations.

(b) That the proposal is not premature or inappropriate by reason of:

- (i) the financial capability of the Town to absorb any costs relating to the development;*



- (ii) the adequacy of municipal water, sanitary sewer and storm sewer services;*
- (iii) the adequacy of road networks, in, adjacent to, or leading to the development;*
- (c) That consideration is given to the extent to which the proposed type of development might conflict with any adjacent or nearby land uses by reason of:*
 - (i) type of use;*
 - (ii) height, bulk and lot coverage of any proposed building;*
 - (iii) parking, traffic generation, access to and egress from the site;*
 - (iv) any other matter of planning concern outlined in this strategy.*

The proposal would generally conform to the intent of the relevant MPS policies and the potential to create a negative impact on the surrounding neighbourhood would be minimal. Beyond the addition of another entrance, the exterior of the building would not change. The benefit of the proposal includes additional affordable housing near a major employment area and the NSCC Campus.

FINANCIAL IMPLICATIONS: None specific to this matter.

SOCIAL JUSTICE IMPLICATIONS: None specific to this matter.

ENVIRONMENTAL IMPLICATIONS: None specific to this matter.

COMMUNITY ENGAGEMENT: A publicized Public Participation Opportunity was held on February 3, 2021 with no members of the public attending. Should Council approve 1st reading, a Public Hearing will be scheduled for April 19, 2021.

ALTERNATIVES: 1) Reject the application by Refusing to enter into the development agreement amendment. 2) Refer the application back to the Planning Advisory Committee for further review.

ATTACHMENTS: 1) Draft development agreement for 15 Clinton Street.

Report prepared by: A. Fisher
Report and Financial approved by:



This Agreement made this _____ Day of _____ 2021.

Between:

Larry Burke (owner of property located at 15 Clinton Street [PID 25040395], hereinafter called the "Owner"),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy CP- 15 of the Municipal Planning Strategy of the Town of Amherst, to convert an existing three (3) unit dwelling located at 15 Clinton Street (PID 25040395) to a four (4) unit dwelling.

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

AND WHEREAS the Council of the Town, at its meeting on the _____ Day of _____ 2021, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

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

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' – Property Identification Map
- (c) Schedule 'C' – Building Elevations

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

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may convert an existing three (3) unit dwelling to a four (4) unit dwelling, subject to Schedules A, B, and C attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.

- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) This Agreement shall be discharged upon the Garden Suite being removed from the Lands.
- 7) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 8) This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

SIGNED, SEALED AND DELIVERED

In the presence of

THE TOWN OF AMHERST

David Kogon MD, Mayor

Gregory D. Herrett, CAO

FOR THE OWNER

Larry Burke

DRAFT

Schedule A

15 Clinton Street - Development Agreement

Terms and Conditions:

1. The use of the property shall be limited to a residential use with a maximum of four (4) dwelling units.
2. The exterior design of the building shall be in accordance with the following:
 - a) the bulk and height of the building shall not be enlarged, except where required to conform with the National Building Code;
 - b) the exterior shall be finished in a uniform material and colour, to the satisfaction of the Development Officer; and,
 - c) only new building material shall be used.
3. Signage shall not exceed that which is permitted by the Land Use Bylaw for a residential use.
4. Solid waste management shall be in conformance with the Town of Amherst Solid Waste Bylaw.
5. No outdoor storage shall be permitted on the property, other than that required to conform with the Town of Amherst Solid Waste Bylaw.
6. Exterior lighting shall be carefully designed to not shine directly onto adjacent properties.

SCHEDULE 'B'



SCHEDULE 'C'



SYNOPSIS

NSPI Easement Agreement

Solar Farm Project

As part of the Solar Garden project on Tupper Boulevard in the Industrial Park, Nova Scotia Power Incorporated have requested a six-metre-wide easement over Town lands to accommodate connection between the solar PV system and the electrical grid.

MOTION:

That Council authorize the CAO to execute the easement agreement with Nova Scotia Power Incorporated to facilitate the Solar Garden project.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Andrew Fisher, Manager of Planning & Strategic Priorities

DATE: March 22, 2021

SUBJECT: **Easement Agreement for NSPI – Solar Garden Project**

ORIGIN: As part of the Solar Garden project, a request by Nova Scotia Power Inc. (NSPI) for an easement over Town property.

LEGISLATIVE AUTHORITY: Municipal Government Act Section 50(3) *The property vested in a municipality, absolutely or in trust, is under the exclusive management and control of the council, unless an Act of the Legislature provides otherwise.*

RECOMMENDATION: That Council authorize the CAO to execute the easement agreement with NSPI to facilitate the Solar Garden project.

BACKGROUND: In November 2020 Council approved a lease of town property on Tupper Boulevard in the Industrial Park to NSPI to facilitate a Solar Garden. As part of that project, NSPI is requesting an easement over town lands to accommodate the connection between the solar PV system and the electrical grid. The easement is approximately 6 m wide and 90 m long along the back of Lot 11 (PID 25004722), as shown on the attached map.

The easement authorizes NSPI to access the power line location and clear any vegetation or other obstructions on an ongoing basis.

DISCUSSION: This easement could be considered a ‘housekeeping’ item associated with the solar garden project.

FINANCIAL IMPLICATIONS: There are no financial implications related to this issue.

COMMUNITY ENGAGEMENT: Community engagement is not required.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications specific to this issue.

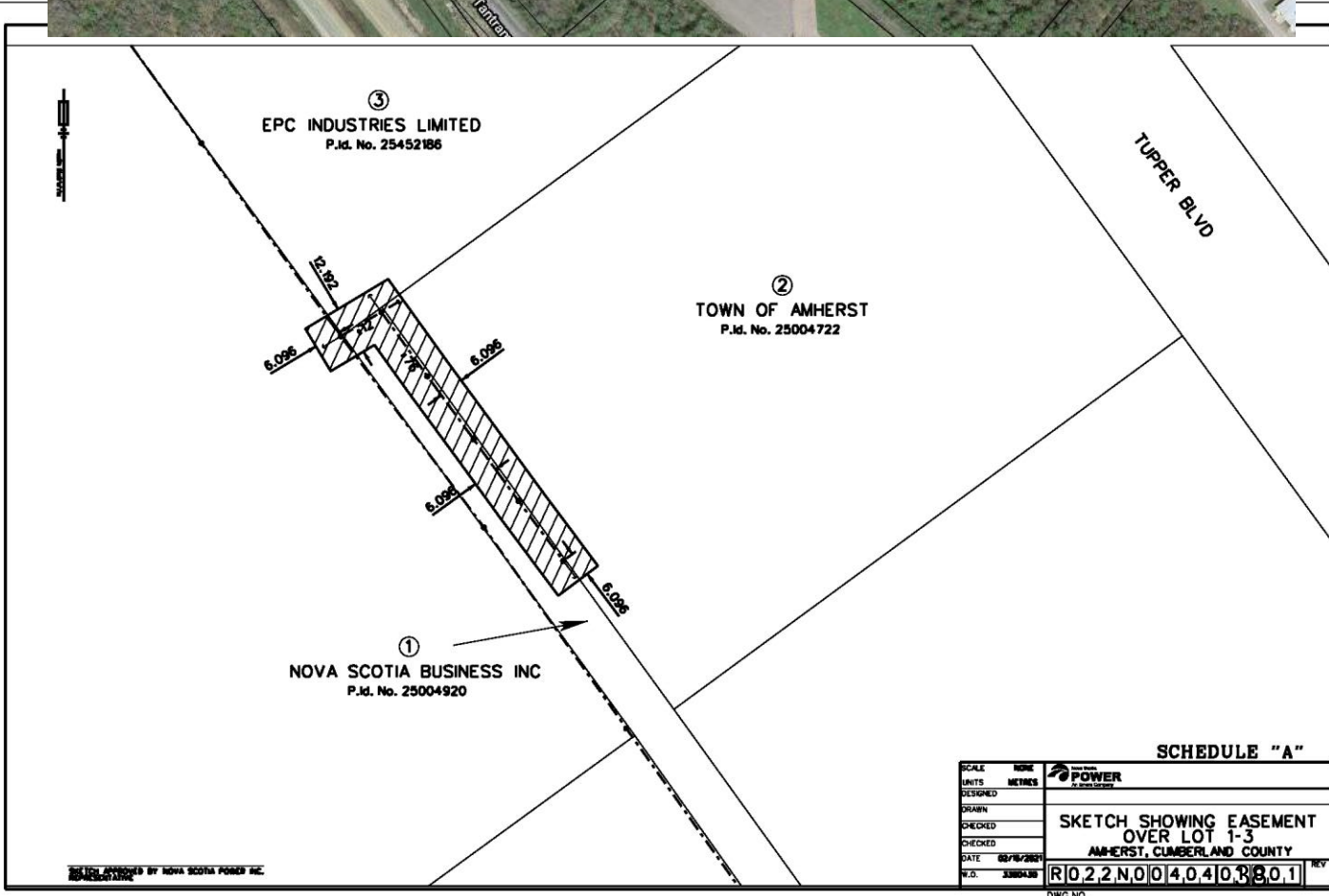
SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications to this issue.

ALTERNATIVES: An alternative to approval is to not grant the easement. This is not

recommended as it would contradict the Town's efforts to see the Solar Garden project be constructed in town.

- ATTACHMENTS:**
- 1) Map of subject easement location.
 - 2) Easement agreement between the Town and NSPI.

Report prepared by: A. Fisher
Report and Financial approved by:



SCHEDULE "A"

SCALE	NONE	
UNITS	METRES	
DESIGNED		SKETCH SHOWING EASEMENT OVER LOT 1-3 AMHERST, CUMBERLAND COUNTY
DRAWN		
CHECKED		
DATE	03/16/2021	
D.W.	J. BIRCHALL	
DWG. NO.	R022N0040403801	REV

THIS PLAN APPROVED BY NOVA SCOTIA POWER INC. ENGINEERING

THIS GRANT OF EASEMENT made as of _____, 2021

BETWEEN:

TOWN OF AMHERST, a body corporate

(the "Grantor")

- and -

NOVA SCOTIA POWER INCORPORATED,

a body corporate

("NSPI")

WHEREAS:

- A. The Grantor is the owner of a certain property located at Tupper Boulevard, Amherst, in the County of Cumberland, Province of Nova Scotia as described in the deed recorded at the Registry of Deeds for Cumberland County as Document No. 115842149 and more particularly identified as Property Identification Number (PID) 25004722 (the "Lands").
- B. NSPI wishes to secure a distribution easement over a portion of the Grantor's lands.

WITNESSETH that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

- 1. The Grantor hereby grants to NSPI the free and uninterrupted right, privilege, liberty and easement in perpetuity over, under and through a strip across the Lands as outlined on the sketch attached hereto as Schedule "A" (the "Easement") to do the following:
 - (a) inserting, laying, erecting and maintaining a line of poles and wires with all necessary foundations, excavations, anchors and guy wires (collectively the "Distribution Line"), for the purpose of conveying electric power and energy in all forms, as well as any and all other communication or other signals capable of being transferred over, under, through and across the Easement;
 - (b) to clear or remove in any manner deemed expedient by NSPI, all vegetation, brush, trees, and other obstructions and impediments to construction, excavation, and maintenance of the Distribution Line upon the Easement and to use any method deemed expedient to keep the Easement clear of trees, vegetation, brush, or other obstructions, and to remove any such trees, vegetation or brush beyond the limits of the Easement that are deemed a potential hazard to or affect the Distribution Line or the purposes of the Easement;

- (c) to enter upon and across the Easement from time to time with vehicles, machinery, equipment and materials as deemed expedient for any purpose whatsoever to fulfill the privileges granted herein;
- (d) to enter upon any portion of the Lands, immediately adjacent to the Easement, from time to time to access the Easement and as may be reasonably required by NSPI to carry out any of its rights and privileges as herein granted;
- (e) to generally to do all acts necessary to exercise the rights and privileges granted herein together with all rights and privileges necessarily ancillary thereto.

2. The Grantor hereby covenants and agrees with NSPI that it **will not:**

- (a) excavate, drill, install, erect, construct, or permit to be excavated, drilled, installed, erected, or constructed on, under or over the Easement, any foundation, building or other structure or installation, pile material or plant any growth upon the Easement that, in the opinion of NSPI, may interfere with or endanger the Distribution Line;
- (b) disturb or otherwise interfere with the Distribution Line or the Easement;
- (c) plant or establish within the Lands, including the Easement, any trees, shrubs or other vegetation which could encroach and interfere with the Distribution Line or the Easement at any time unless previously consented to by NSPI; or
- (d) remove, damage or retard in anyway, any vegetation established within the Easement as part of the management of the Easement without prior written permission from NSPI;

provided that it is acknowledged by the Grantor herein that should it be in breach of any of the foregoing that NSPI, in its discretion, shall be entitled to remedy the breach at the sole cost of the Grantor.

Notwithstanding the foregoing, the Grantor may build a driveway within the easement for the purposes of accessing the Lands, provided NSPI shall not be required to remove, reposition or adjust any of its equipment to accommodate the driveway and provided the construction of the driveway in no way impacts the equipment. Nothing herein shall restrict the Grantor from developing the Lands provided said development in no way impacts the rights herein conveyed.

- 3. The Grantor represents and warrants to NSPI that the Grantor has good title in fee simple to the Lands and that the right to grant the Easement as hereby granted. The Grantor will procure any such further assurances as may be reasonably required.
- 4. The Grantor agrees that NSPI may authorize any other utility, service provider, or

communications distributor, including without limiting, cable television undertakings or telecommunications carriers, to exercise the easement rights hereby granted and to share the use of the Distribution Line within the Easement.

5. This Agreement shall enure to the benefit of and be binding upon the parties hereto, other persons authorized from time to time by NSPI, and all parties' respective heirs, administrators, executors, successors and assigns.

6. This Agreement shall be read with all change of number and gender required by the context.

IN WITNESS WHEREOF the Grantor has duly executed this Grant of Easement the day and year first above written.

TOWN OF AMHERST

)	
)	
)	<u>Per:</u> _____
_____)	Name:
Witness)	Title:
)	
)	
)	
)	
)	
)	
)	
)	<u>Per:</u> _____
_____)	Name:
Witness)	Title:
)	
)	

PROVINCE OF NOVA SCOTIA

I, _____, a Notary Public/Commissioner of Oaths for the Province of Nova Scotia, duly authorized and commissioned, residing and practising at _____, in the said Province, hereby certify that on the _____ day of _____, 2021, **TOWN OF AMHERST**, one of the parties in the foregoing Indenture, signed and executed the said Indenture in my presence and I have signed as a witness to such execution.

IN WITNESS WHEREOF, I have hereto my
Hand and Notarial Seal of Office
subscribed and set at _____
in the Province of Nova Scotia
This _____ day of _____, 2021

My Commission expires _____

PROVINCE OF NOVA SCOTIA

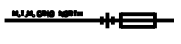
I, _____, a Notary Public/Commissioner of Oaths for the Province of Nova Scotia, duly authorized and commissioned, residing and practising at _____, in the said Province, hereby certify that on the _____ day of _____, 2021, before me, the subscriber personally came and appeared, _____, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **TOWN OF AMHERST**, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

IN WITNESS WHEREOF, I have hereto my
Hand and Notarial Seal of Office
subscribed and set at _____
in the Province of Nova Scotia
This _____ day of _____, 2021

My Commission expires _____

ADDENDUM

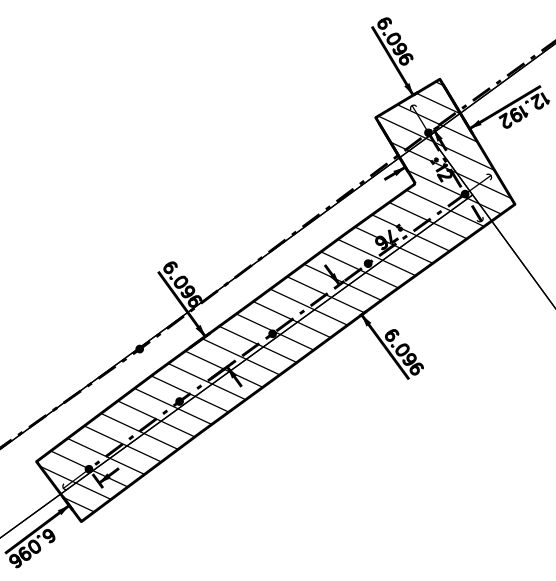
The following additions/deletions to this easement have been agreed to by the Grantor(s) and NSPI:




③
EPC INDUSTRIES LIMITED
P.I.d. No. 25452186

②
TOWN OF AMHERST
P.I.d. No. 25004722

①
NOVA SCOTIA BUSINESS INC
P.I.d. No. 25004920



TUPPER BLVD

SCALE	NONE	 NOVA SCOTIA POWER A subsidiary of ENERGY COMPANY OF CANADA	SCHEDULE "A" SKETCH SHOWING EASEMENT OVER LOT 1-3 AMHERST, CUMBERLAND COUNTY
UNITS	METRES		
DESIGNED			
DRAWN			
CHECKED			
DATE	02/16/2021	REV	
W.O.	3390430	REV	
R022N0040401001			

REFLECT APPROVED BY NOVA SCOTIA POWER INC.
REFLECT ANTENNA

SYNOPSIS

Stadium Walking Track – Staff Resources

At the January 25 meeting of Council, the addition of 1.7 Full Time Equivalent term customer service representatives were created to allow appropriate staff resources to expand the availability of walking at the Stadium. These positions have been filled by three part time workers and the stadium track is now open from 7 am to 9 pm Monday to Friday and limited hours on the weekend.

Participation numbers have been increasing weekly with a high of 525 walkers the week of February 22 – 28. The additional staff has also resulted in the resumption of public skating. With COVID restrictions still in place in order to keep the walking track open and public skating available, an extension of the 1.7 FTU Customer Service Representatives position is required. It should be noted that as warmer weather arrives, the availability of the walking track and public skating will have to be reviewed in order to ensure the ice in the stadium can be maintained to an acceptable standard given that the Maritime Hockey League regular season and playoffs are much later than usual.

MOTION:

That Council the approve the extension of the 1.7 FTE Term Customer Service Representative position until May 31, 2021 with the additional cost of approximately \$11,000 to be funded from the Operating Reserve.



AMHERST TOWN COUNCIL

RFD# 2021014

Date: March 22, 2021

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Corey Crocker, Facility Manager

DATE: March 22, 2021

SUBJECT: Continuation of Extended Hours of Stadium Walking Track

ORIGIN: Motion of Council January 25, 2021: **That Council approve an amendment to the Salary Administration Policy to add the position of Term Customer Service Representative (1.7 FTE) to job category Admin/Customer Service Level 1 in order to allow for extended walking track hours and public skating at the Amherst Stadium during the current COVID-19 pandemic and that the additional cost of the service until March 31, 2021 to be accommodated within the current year operating budget of the Town.**

LEGISLATIVE AUTHORITY: 65A (1) Subject to subsections (2) to (4), the municipality may only spend money for municipal purposes if (a) the expenditure is included in the municipality’s operating budget or capital budget or is otherwise authorized by the municipality;

RECOMMENDATION: That Council approve of the extension of the 1.7 FTE Term Customer Service Representative position until May 31, 2021 with the additional cost to be funded from the Operating Reserve.

BACKGROUND: Pre-COVID, the walking track at the Amherst Stadium was open to the public 7 days a week, whenever the stadium was open and no paid event was underway (generally 7 am to 10 pm.) Participants were not required to register and the number of participants was not monitored. With COVID-19 restrictions in place, contact tracing is required and only 25 participants are permitted to walk at the same time. In order to follow these rules, the Town implemented a pre-registration requirement. This required the stadium doors to be locked and for entry to be controlled with very limited walking hours available.

At the January 25 meeting of Council, the addition of 1.7 FTE term customer service representatives were created. These positions have been filled by three part time workers and the stadium track is now open from 7 am to 9 pm Monday to Friday and limited hours on the weekend.

DISCUSSION: Participation numbers have been increasing weekly with a high of 525 walkers the week of February 22 – 28. The additional staff has also resulted in the resumption of public skating.



With COVID restrictions still in place in order to keep the walking track open and public skating available, an extension of the 1.7 FTU Customer Service Representatives position is required.

It should be noted that as warmer weather arrives, the availability of the walking track and public skating will have to be reviewed in order to ensure the ice in the stadium can be maintained to an acceptable standard.

FINANCIAL IMPLICATIONS: The cost to extend this service until May 31, 2021 is approximately \$11,000 and can be accommodated from the Operating Reserve.

SOCIAL JUSTICE IMPLICATIONS: Extending the hours at the walking track will significantly increase the opportunity for both physical and mental well being at this facility for those who wish to partake.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications to opening the walking track at the stadium.

COMMUNITY ENGAGEMENT: Community will be engaged through social media and in-person.

ALTERNATIVES: Revert back to having the walking track available 10 hours / week and do not allow public skating.

ATTACHMENTS:

Report prepared by:

Report and Financial approved by:

SYNOPSIS

Challenge Fund

Purchase and Sale Agreement

Earlier this year the Town Entered into the 'Challenge Fund Agreement' through which the Town can access funds to acquire land in and around the North Tyndal Wellfield for the purposes of adding it to the inventory of protected land across the Country. The goal of the Challenge Fund it to conserve at least 17% of the Country's land base.

The subject property is currently owned by John William Nicolle. The initial negotiation for the purchase of this property was undertaken by the Nova Scotia Department of Environment. A price of \$35,000 was agreed to by both parties. With the signing of the Challenge Fund Agreement the Town has taken over this process. The property is a mixture of woodland and wetland and is located in Zone 3 of the North Tyndal Wellfield Recharge area. The acquisition and protection of this land will benefit future generations of this area as it will help protect the Amherst water supply as well as help migratory animals pass through the Isthmus of Chignecto.

MOTION:

That Council approve the attached purchase and sale agreement for the property identified as PID 25330077 and authorize the Mayor and CAO to sign on their behalf.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Jason MacDonald, Deputy CAO - Operations

DATE: March 22, 2021

SUBJECT: Purchase and Sale Agreement Challenge Fund Nicolle Property

ORIGIN: Signing of The Pathway to Canada Target 1 Challenge Fund Agreement earlier this year which provides federal funding to secure high priority protected areas across Canada.

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

RECOMMENDATION: That Council approve the attached purchase and sale agreement for the property identified as PID's 25330077, and authorize the Mayor and CAO to sign on their behalf.

BACKGROUND: Through funding available from The Challenge Fund the Town of Amherst could potentially receive over a \$1 million to secure land in and around the North Tyndal Wellfield. Through this project the Town is working with the Department of Environment to identify priority properties to be acquired and work towards property acquisition and protection.

The Town was chosen to participate due to our previous efforts to protect the land resources in the area of the North Tyndal Wellfield, the area's unique biodiversity, as well as the importance of this area as a land bridge for species travelling between the peninsula of Nova Scotia and the mainland of the continent.

DISCUSSION: The subject property is currently owned by John William Nicolle. The initial negotiation for the purchase of this property was undertaken by the Nova Scotia Department of Environment. A price of \$35,000 was agreed to by both parties. With the signing of the Challenge Fund Agreement the Town has taken over this process and had a property appraisal undertaken which set a value of \$35,600 on the 75-acre property. The property is a mixture of woodland and wetland and is located in Zone 3 of the North Tyndal Wellfield Recharge area.

FINANCIAL IMPLICATIONS: This purchase is funded in its entirety by the Challenge Fund. There will be a minor amount of property taxes to be paid to the Municipality of the County of Cumberland annually by the Amherst Water Utility. The assessed value of the property is \$10,800.



SOCIAL JUSTICE IMPLICATIONS: The acquisition and protection of this land will benefit future generations of this area as it will help protect the Amherst water supply

ENVIRONMENTAL IMPLICATIONS: Protecting this land from future development will benefit the local environment as well as help migratory animals pass through the Isthmus of Chignecto.

COMMUNITY ENGAGEMENT: A press release will be issued once the property acquisition has taken place.

ALTERNATIVES: Do not purchase this property at this time.

ATTACHMENTS: Draft purchase and sale agreement. Property appraisal.

Report prepared by:

Report and Financial approved by:

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

THE TOWN OF AMHERST, a municipal corporation, incorporated under the laws of the Province of Nova Scotia (the “Purchaser”)

-and-

JOHN NICOLLE of New Maryland, New Brunswick (the “Vendor”)

OFFER

1. The Purchaser hereby offers to purchase from the Vendor the parcel of land located at Fort Lawrence, Nova Scotia (the “Property”) being PID 25330077 for a sum of Thirty Five Thousand Dollars (\$35,000.00) of lawful money of Canada together with all adjustments pursuant to this agreement.

CONDITIONS

- 2.

DEPOSIT

3. The Purchaser does not submit a deposit with this offer.

CLOSING DATE

4. This agreement shall be completed on or before April 30th, 2021 (the “Closing Date”). Upon completion, possession of the property shall be given to the Purchaser.

TITLE

5. The Vendor is to furnish the Purchaser with a metes and bounds description of the property which is the subject of this Agreement, after receipt whereof the Purchaser is allowed 10 days to investigate the title to the Property, which he shall do at his own expense. If within that time any valid objection to title is made in writing, to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void.

CONVEYANCE

6. The Conveyance (of the Property which is the subject of this Agreement) shall be by Warranty Deed drawn at the expense of the Purchaser, to be delivered on payment of the purchase price on the Closing Date. The said property is to be conveyed free from other encumbrances, except as to any easements, registered restrictions or covenants that affect the property and do not materially affect the enjoyment of the property.

ADJUSTMENTS

7. The purchase price shall be paid on the Closing Date subject to an adjustment for municipal property taxes.

HST CERTIFICATE

8. The Vendor shall certify on or before the Closing Date that the Property is not subject to HST.

TENDER OF DOCUMENTS AND CHEQUE

9. Any tender of documents to be delivered or money payable hereunder may be made upon the Vendor or the Purchaser or any party acting for him and money may be tendered by certified cheque or solicitor’s trust cheque.

TIME OF ESSENCE

10. Time shall in all respects be of the essence in the Agreement. In the event of a written agreement of extension, time shall continue to be of the essence.

BINDING

11. This Agreement shall enure to the benefit and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

CHANGES OF NUMBER AND GENDER

12. This agreement is to be read with all changes of gender or number required of the context.

ACCEPTANCE DATE

13. This offer shall be open for acceptance until 1:00pm on the ____ day of March, 2021.

Dated at Amherst, in the Province of Nova Scotia this _____ day of March, 2021.

TOWN OF AMHERST (Purchaser)

Witness

PER: DAVID KOGON, Mayor

VENDOR’S ACCEPTANCE OF OFFER

14. I hereby accept the above offer and agree to sell on the terms as therein set forth.

Dated at _____, New Maryland, New Brunswick this ____ day of March, 2021

Witness

JOHN NICOLLE (Vendor)

SYNOPSIS

Volunteer of the Year

The Province of Nova Scotia will celebrate volunteers nominated by organizations and communities at the annual Provincial Volunteer Awards Ceremony on April 24, 2021. In November 2020, the Town of Amherst made a public call for nominations of volunteers who deserve special recognition. Nominations were received in the category of Volunteer of the Year and Family Volunteer of the Year.

While all nominations received were of very high quality, only one submission from each category is eligible to be submitted for the Provincial Ceremony. All nominated individuals will be recognized at a reception (in person or virtual to be determined) hosted in Amherst in April of 2021.

MOTION:

That _____ be submitted as the Town of Amherst Volunteer of the Year to be recognized at the Provincial Volunteer Awards Ceremony which will take place on April 24, 2021; and that _____ be nominated as the Amherst submission for Nova Scotia Family Volunteer of the Year.



AMHERST TOWN COUNCIL

RFD# 2021013

Date: March 22, 2021

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Cheryl Laliberte, Community Well-being Manager

DATE: March 22, 2021

SUBJECT: Provincial Volunteer Award - Nomination

ORIGIN: National Volunteer Week.

LEGISLATIVE AUTHORITY: Municipal Government Act 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 _____ be submitted as the Town of Amherst Volunteer of the Year to be recognized at the Provincial Volunteer Awards Ceremony which will take place on April 24, 2021 and that _____ be nominated as the Amherst submission for Nova Scotia Family Volunteer of the Year.

BACKGROUND: The Province of Nova Scotia celebrates volunteers nominated by organizations and communities at the annual Provincial Volunteer Awards Ceremony. This year's event will take place on April 24, 2021, where the premier, lieutenant-governor and minister of the volunteer sector will present awards to a volunteer representative from each municipality.

In November 2020, the Town of Amherst made a public call for nominations of volunteers who deserve special recognition. All nominated individuals will be recognized at a reception (in person or virtual to be determined) hosted in Amherst in April of 2021. Details on the Amherst Volunteer Reception will be announced at a later date.

DISCUSSION: From the nominations received, the Town of Amherst is eligible to submit a name for a Provincial Volunteer Award Category who will be recognized at the Nova Scotia Ceremony. There are also categories for Family Volunteer and for Youth Volunteer who will only attend the provincial ceremony if they are chosen as the provincial winner. Nominations were received for individual Volunteer and Family Volunteer; however, no nominations were received in the youth volunteer category.

FINANCIAL IMPLICATIONS: The event to celebrate Amherst Volunteers is anticipated to cost \$500 and it is anticipated there may be some cost for travel for the Amherst Volunteer of the year to attend the Awards Ceremony.



COMMUNITY ENGAGEMENT: There will be a Town of Amherst event in April to recognize our volunteers.

ENVIRONMENTAL IMPLICATIONS: No implications indicated.

SOCIAL JUSTICE IMPLICATIONS: Volunteers play a key role in the community and recognition of their contributions is important to all aspects of our community.

ALTERNATIVES: Do not put names forward for the provincial award.
Select a different name to put forward.

ATTACHMENTS: Volunteer Nominations

Report prepared by: Cheryl Laliberte, Community Well-Being Manager
Report and Financial approved by:

SYNOPSIS

Amherst Board of Police Commissioners Citizen Appointments

The Amherst Board of Police Commissioners Bylaw sets out the membership requirements for the Board. This includes two community volunteers for one year terms and one community volunteer for a two year term. These positions are expiring on March 31, 2021. A call for expressions of interest to serve on the Board was placed in the Cumberland Wire and social media, resulting in four applications.

As well, when the most recent appointment of Council members was made to the Board was made the specific terms of these members was omitted.

The following motion addresses both of these issues

MOTION:

That Council re-appoint Steve Wells and Roy Pettigrew to the Amherst Board of Police Commissioners for one-year terms from April 1, 2021 ending March 31, 2022, and re-appoint Sandy Fairbanks for a two-year term ending March 31, 2023.

And further confirm the terms of Deputy Mayor Hal Davidson for a 3 year term expiring October 31, 2023 and Councillor George Baker for a 2 year term expiring October 31, 2022.

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Kimberlee Jones, Municipal Clerk

DATE: March 22, 2021

SUBJECT: **Citizen Appointments to the Amherst Board of Police Commissioners**

ORIGIN: Current membership term expiring March 31, 2021

LEGISLATIVE AUTHORITY: Bylaw Respecting the Amherst Board of Police Commissioners

RECOMMENDATION: That Council approve the following appointments to the Amherst Board of Police Commissioners to the March 22, 2021 regular meeting of Council. Sandy Fairbanks appointed for a two year term expiring March 31, 2023; Steve Wells and Roy Pettigrew for one year terms expiring March 31, 2022. And further, to clarify the terms of the recently appointed Councillors such that Deputy Mayor Davidson's term is 3 years, expiring October 31, 2023 and Councillor George Baker with a two year term expiring October 31, 2022.

BACKGROUND: The Police Commission Bylaw sets out the membership requirements, which includes two community volunteers for one year terms and one community volunteer for a two year term. All of the citizen terms are expiring on March 31, 2021.

DISCUSSION: We advertised for expressions of interest to serve on the Board. This resulted in submissions from four citizens.

Also, following the Fall 2020 elections Councillor Baker and Deputy Mayor Davidson were appointed to the Commission. However at the time, their individual terms were not clarified. There is a 2 year term expiring October 31, 2022 and a 3 year term expiring October 31, 2023. I would ask Council to clarify the Council appointment terms.

FINANCIAL IMPLICATIONS: As these are volunteer positions there are no financial implications.

COMMUNITY ENGAGEMENT: The ad seeking expressions of interest appeared in the Amherst Newspaper on March 3, 2021 with a March 10, 2021 deadline for applications. The ad was also posted on our website and was promoted through our social media channels (facebook and twitter)

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications.

ALTERNATIVES: Appointments are necessary as these citizen appointments expire March 31, 2021.



ATTACHMENTS:

- Bylaw Respecting the Amherst Board of Police Commissioners, C-1
- Ad soliciting expressions of interest
- Expressions of interests

Report prepared by: Kim Jones, Municipal Clerk Report and Financial approved by:

SYNOPSIS

Planning Advisory Committee Citizen Appointment

The Planning Advisory Committee has three citizen appointed members. One of these appointments expires March 31, 2021.

A notice was placed in the Cumberland Wire on March 3, 2021 and on Town of Amherst social media advertising for expressions of interest, with a March 10, 2021 deadline for applications. Two expressions of interest were received.

MOTION:

That Council re-appoint Larry Pardy to the Planning Advisory Committee for a one year term ending March 31, 2022.



AMHERST TOWN COUNCIL

RFD# 2021018

Date: March 22, 2021

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Kimberlee Jones, Municipal Clerk

DATE: March 22, 2021

SUBJECT: Citizen Appointment to the Planning Advisory Committee

ORIGIN: Membership of one of our PAC citizen appointees expires March 31, 2021.

LEGISLATIVE AUTHORITY: Planning Advisory Committee Policy.

RECOMMENDATION: That Council approve the appointment of Larry Pardy to the Planning Advisory Committee for a one-year term ending March 31, 2022.

BACKGROUND: The Planning Advisory Committee has three citizen appointee members. One of these memberships expires March 31, 2021.

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

FINANCIAL IMPLICATIONS: There are no financial implications regarding committee appointments; they are volunteers.

COMMUNITY ENGAGEMENT: A notice was placed in the Amherst Newspaper on March 3, 2021 and on Town of Amherst social media advertising for this appointment, with a March 10, 2021 deadline for applications. We received two applications.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications.

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications.

ALTERNATIVES: There are two applicants. An appointment is necessary as this citizen appointment expires March 31, 2021.

ATTACHMENTS:

- Planning Advisory Committee Policy
- Ad Soliciting Expressions of Interest
- Expressions of Interest

Report prepared by: Kimberlee Jones, Municipal Clerk
Report and Financial approved by:



SYNOPSIS

Council Priorities

Mayor Kogon will briefly address Council on Council's priorities for the coming year.

MOTION:

That Council approve of the "Top 10" list of priorities as follows:

Priority Projects

- 1. The development and construction of a new community centre**
- 2. A complete review of the Town's Municipal Planning Strategy**
- 3. A complete review of the committees of Council, Council's participation on external boards and committees and all Town policies and bylaws**
- 4. The potential expansion of the Amherst and Area Industrial Park**

Priority Areas

- 5. Continuing to foster the conditions to facilitate business development**
- 6. Continuing the work that has been ongoing to ensure community vibrancy**
- 7. Attracting people to live in Amherst by ensuring that it is an inclusive, welcoming community in which to live, work and play**
- 8. Promotion of the history and culture of Amherst through continued festivals and events that celebrate our heritage and culture**
- 9. Addressing drugs and addiction**
- 10. Addressing the need for sufficient, suitable and affordable housing in Amherst**

Council Strategic Priority Projects 2021



VISION Our vision is to be a healthy, prosperous, welcoming, and environmentally sustainable community in which people of all ages, abilities, and cultures are engaged and proud to live, work and play. **See Why We Love It!**

MISSION We provide quality leadership, services, opportunities and resources for the benefit of our citizens, and in support of our growth and development in our community in a fair, equitable and transparent manner.

GUIDING PRINCIPLES Respect · Integrity · Collaboration · Accountability · Inclusivity · Evidence-based Decision Making · Sustainability

Community Centre

Project Goal: Construction and operation of a financially feasible modern multi-purpose complex that includes an environmentally friendly, safe and inclusive facility that meets the needs of our citizens and partners by promoting community pride, healthy active lifestyles, and vibrancy that reflects community values and heritage.

Project Completion: 2024

Committee/Policy /Bylaw Review

Project Goal: Review Council committee representation, town policies, and bylaws to ensure they reflect the vision, mission, and guiding principles while addressing the town's strategic priorities

Project Completion: Fall 2023

Municipal Planning Strategy Renewal

Project Goal: A new MPS that provides a policy framework to guide future decisions on the physical, environmental, economic, social, and cultural development of the town.

Project Completion: Fall 2022

Industrial Park Expansion

Project Goal: Sufficient industrial lands are available to provide attractive options for new businesses and existing businesses looking to expand.

Project Completion: Fall 2022

Internal Committee Report

Planning Advisory Committee

March 2021

The Planning Advisory Committee met on March 1, 2021 and made the following two recommendations to Council:

1. That the Development Agreement application for 11 Victor Avenue to allow a Garden Suite within the existing accessory building be approved.
2. That the Development Agreement amendment application for 15 Clinton Street to convert the interior of an existing 3-unit dwelling to 4-units be approved.

A Public Participation Opportunity was held on March 3, 2021 regarding a development agreement application to construct three, six-unit townhouse dwellings on Lot 19-3B located between Dusker Way, Dickey Street and Rhodes Avenue. The developer of the property, along with three members of the public joined the virtual meeting via Zoom. There were two written submissions, one in support of the development, and one outlining a number of concerns. A summary of the meeting will be part of the information package on this matter. A meeting is scheduled for April 6, 2021 to consider a recommendation to Council on the application.

Internal Committee Report

Amherst Youth Town Council

March 2021

The Amherst Youth Town Council met on February 10th, in the ARHS Library.

The AYTC discussed the possibility of hosting a prom for the graduating class of 2021; we concluded that it wasn't something we would like to spend our time on as a youth council. We discussed providing a location for the prom such as Victoria Square. At this time, the ARHS Prom Committee is still planning on hosting a prom and the topic of AYTC helping out providing a venue is still being discussed.

The AYTC also discussed the possibility of hosting a virtual event for the 2021 Winter Carnival but due to a short time frame, an event was not possible to put on. We did discuss creating a Snapchat geofilter to cover the town for the youth to use for the duration of the carnival. For those of you who are unfamiliar with what a Geofilter is, it lets users add a location illustration to a photo, specific to where they are in a city, neighborhood, park or place of business.

The Amherst Youth Town Council has been working hard the past few months to put out a youth survey. The survey covers topics such as, COVID-19 (How has COVID affected you?) Mental Health and Mental Health resources, police reform (possibly re-allocating funds), climate crisis, discrimination and poverty. The survey has been live since February 11th.

The Amherst Youth Town Council also met March 3rd, in the ARHS Library.

We discussed the results of this year's survey; so far we have 85 responses and are going to keep the survey live until the end of march in hopes of getting more. We are considering promoting the survey through the ARHS student council's social media and potentially pairing with Curly's Sports to offer an incentive prize for filling out the survey. We have identified a challenge with having a prize as we need to keep respondents' confidentiality intact while being able to identify who has actually completed the survey. Part of the AYTC is looking into this.

The AYTC received an email from youth in Dryden City, Ontario looking to start their own youth town council. They are looking for ideas on how to get engaged with youth and start-up. We will be inviting them to observe a meeting through zoom and to ask their questions and gain insight.

The AYTC has learned of an employment opportunity for a youth curator with the Tamarack Institute. This position is open to people age 15-30 and the deadline to apply is March 11. The job is to create an online gallery to showcase 10 photographers' art with the theme of The Future of Youth Prosperity.

The AYTC has not yet set a date for their next meeting.

External Committee Report

Cumberland Public Libraries

March 2021

March Break 2021

March Break planning and prep is finished for another year. Amherst staff created over 1100 kits to be distributed throughout Cumberland County, 600 of those are for Amherst patrons. This year's March Break activities includes Multilingual Storytime, staff spicy food challenge, virtual escape room, and puppet show. Take and Make Kits include Among Us plushie, hot chocolate bombs, and an amazing family game night kit. All Cumberland Public Library programs are available on our Facebook page.

LinkedIn learning

We are happy to offer free access to LinkedIn Learning's library of instructional videos for all Cumberland Public Libraries' cardholders. LinkedIn Learning offers thousands of online courses to learn in-demand skills from real-world industry expert. You can access LinkedIn Learning content by entering your 14-digit CPL library card barcode and PIN.

April Public Meeting

The Board will hold its Annual Public Meeting on April 27, 2021 via Facebook live.

Library Tour

If Councillors would like a tour of the Four Fathers Library, please contact Denise Corey.

Statistics

In the month of January, Cumberland Public Libraries signed out over 5,713 items, 2800 items in Amherst alone. This includes books, movies, TV shows, magazines and more.

Also, in January Four Father Library held 30 virtual programs with 354 views and distributed 89 Take and Make crafts. The Four Fathers library had 2,084 in person visits.

The next Board meeting is scheduled for April 8, 2021.

External Committee Report

Cumberland YMCA

March 2021

Aquatics: Starting off a new year with the new swim session group lessons, total participant numbers are 106 similar to numbers of previous years. Private lessons registered participants are about 34 in total, which we are hoping to register more swimmers as slots become available. The new Introduction to Competitive Swimming program has a total of 10 with numbers growing from continued interest and push from our local swim team the Spartans. The department is working with the hopes of bringing back advanced aquatic courses such as: NLS, Swim Patrol, and the Bronze program to allow participants an opportunity to expand their learning and potentially join our YMCA family in the future. The new Aqua Jog class is a fun, high energy class that has steadily been gaining popularity among members. Public swim offerings have returned and have been extremely popular always being at maxed capacity.

Childcare: March Break Camps for our school age program consisted of lots of fun activities!

Fitness: We are in the early stages of planning an upcoming fundraiser with our HFA team to do a Spin-A-Thon event, using our gymnasium to ensure social distancing and spacing. The event is planned for Saturday, March 27, 2021.

Membership: We launched a promo in March. This promotion will be a first month free offer if new members sign up for a continuous membership (pre-authorized payments). This will be available for those who haven't been a member within the last year. And it is Membership Appreciation Month with lots of draws, treats and special events happening throughout the month.

Community: We started a second round of Fresh and Fun, a four-week program for families with junior high and high school aged youth who may be experiencing food insecurity. The program delivered a meal kit each week, which included four easy and healthy dinner recipes, one week's worth of breakfast items, one snack recipe, and one recipe to utilize leftover ingredients. These meal kits allowed youth to learn practical cooking skills and expand their tastes when it came to different foods.

Demand for the homelessness program has continued to be high since December with staff working with chronically homeless individuals as well as providing eviction prevention measures, for the most part in the form of rental arrears payments.

Coldest Night of the Year: Donations for this event have topped \$16,000! Donations can continue to be received until the end of the month.

External Committee Report

Northern Region Solid Waste Resource Committee

March 2021

A Northern Region Solid Waste Resource Committee was held on Friday, March 12, 2021 at 1:00 p.m. in Truro with members attending both in person and via Zoom. Items on the agenda included updates from the Regional Chairs, the Regional Coordinator Committee, and the NS Managers/ Directors Committee. CJSMA, Colchester and East Hants also provides updates on Regional Partners Education & Operational Programs.

An update was also given on the Northern Region Intermunicipal Agreement, which was approved by Amherst Town Council at their regular meeting in February, and signed by the Mayor and CAO.

Divert NS has seven Grade 12 Scholarships to be awarded – one to each Solid Waste Region. To qualify, you must be a Grade 12 student in Nova Scotia who has demonstrated a commitment to the environment. Deadline for submissions is Sunday, May 2, 2021 at midnight.

For the application information please use the following link.

<https://divertns.ca/assets/files/2021-Champion-of-the-Environment-Scholarship.pdf>

If you know of a university student who is interested in recycling, composting and sustainability there is an internship position through the Clean Leadership Foundation. For further information you can go to the following link:

<https://clean.ns.ca/job/marketing-researcher-intern>.

External Committee Report

L.A. Animal Shelter

March 2021

Greetings from the LA Animal Shelter.

It's been a busy time here preparing for the busy spring season. We are already starting to have our kitten population grow which will certainly lead to more! Our dog population at the shelter is down with only one pup in residence.

The Board of Directors has been busy updating our bylaws and policies/procedures which have not been refreshed in some time. These new documents will be brought to the AGM in April for approval. There will be nominations for directors and new board members at this meeting as well. President Barb Bowes will be stepping down as Board President at this AGM, leaving the position available for replacement.

Roofing repairs were required in one of the rooms in the latter part of February and have been carried through. Quotes for a new roof will be sought later in the spring.

Thank you for your time and support to our shelter.

External Committee Report

Senior Safety

March 2021

The Committee met on Tuesday, March 16th at which time they passed the budget for the upcoming year.

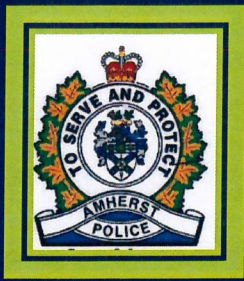
There will be a strategic planning day set up in the future to go over the safety policy manual along with terms of reference for the Committee and goals for the next year.

There has been some talk, provincially, of forming an association of senior safety programs as well as possibly a professional association of safety coordinators. Discussion points were circulated. Each program was asked to review the issue and decide whether they wanted to be part of a provincial discussion if and when it comes up again. No decisions have been made at this time.

The Hoarding Workshop has been moved to the fall due to a lot of client work happening now with the Senior Safety Coordinator.

The AGM is set for May 18th and we will have one more meeting in April before the AGM.

March is Fraud Awareness Month. Attached are posters being used by the Amherst Police Department Cst. Charlie Munro for awareness. Cst. Munro is a member of the Senior Safety Committee and the logo of the Committee is on the posters too.



MARCH is Fraud Prevention Month

According to the **Antifraud centre of Canada**
In **2020 alone** Canadians were scammed out of



5% Reported

The Anti-Fraud Centre believes that only 5% of frauds are reported each year.

\$106.4 Million.

Fraud is up **8%** in 2020



There has been an estimated \$325M lost to fraud in the past 3 years. There has already been \$10.1 M reported lost in 2021

2

Reject

Scammers will try to use your emotions like fear, outrage, or excitement to get you to give what they want. Remember that it is always ok to say no to suspicious offers or delay agreeing or giving information until you can do some research.



1 in 3

Canadians have fallen victim to fraud. According to a 2019 survey.

1

Recognize

Scammers will use every way to contact you: phone, email, social media, text message, and mail. If you receive something you were not expecting, it could be a scam.

3

Report

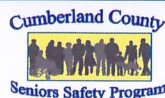
If you fall victim to the fraud or not; let the authorities know. Steps can be taken to prevent others from falling victim. Frauds should be reported to the local authorities and to the Canadian Antifraud Centre.



If you do become a victim of fraud; collect as much about the fraud as possible (documents, receipts and messages), contact your financial institution and have your accounts flagged, change your passwords, contact police and CAFC to report the crime. Lastly, contact a company that offers protection; such as Equifax or trans-union to prevent further usage of your information.



www.antifraudcentre.ca
1-888-495-8501



Amherst Police
Department
(902) 667-7227



SCAMMERS: MAGIC REVEALED



The Art of the scam

Painting a crooked picture:

Scammers will often incorporate real businesses or technologies in their scams. Designed to start a conversation with a sense of familiarity and help drop your guard.



The 'Bull' rush

Something smells:

Scammers will often use big words or talk fast. This is their attempt to make you feel pressured. Not allowing you to reflect or analyze on what they are saying, gives them a better chance of you agreeing to what they will purpose later.



Slow your roll

Remember, you should never be rushed to make a financial decision.

Ask for a number to call back, do a bit of research into the company.

Compare the number given to the number listed on their website.

devil in the details



Purely sinister:

Scammers intentionally target already vulnerable people. Statistics show that the most victimized group is the elderly. It is important that if you have an elderly parent that you help prevent fraud by talking to them regularly. Most elderly are on a tight budget with limited to no income. These types of crimes can cause long lasting and sever economic and health issues.

Cover their tracks



Scammers don't want to get caught, so they use technology to help there escape with your hard earned money. No business will ask you to pay with gift cards.

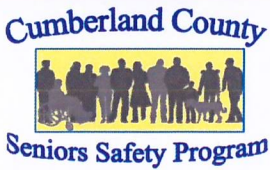
Questions ?

We have answers:

If you feel like something may be a scam, give one of the organizations below a call.



1-888-495-8501
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**FRAUD:
THE
AGE OF**

CONNECTIVITY

Social Media:
Facebook-Buy and
Sell, Instagram-
Romance Scam

Hyperlinks:
Clicking on hyperlinks
can take you to sites with
spyware and malware.

Email: Also known as spam;
Will usually contain a hyperlink,
ask you to verify information or
give you a number to call for
more details.

Texts:
Received as ads or
"wrong numbers."

Mail:
Junk mail, mail for
products and clubs you
don't subscribe to.

Telephone:
At all hours and very persistent,
calling with promotions or deals
you don't want to miss

Fake websites or pop-ups:
Advertising sales for products that don't exist or
windows that appear advertising wild stories,
commonly know as "Click bait", to draw you to
their site where they can "mine" your data.

**How
they'll
make first
contact**

If you are not
expecting to be
contacted or it is not
a known person. Do
a little research
before opening it.

- Does the link make sense in relation to the sender?
- Are they asking for information or payment?
- Is it worth the risk?

Globalization

One of the main problems for Police in relation to scams, is the tracking of information. Scammers can "Proxy" their IP addresses and use apps to select the telephone number that displays on Caller ID. Tracking where scammers are originating, is increasingly difficult for law enforcement.

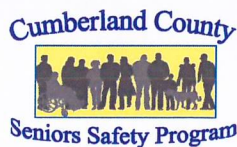
The best way to prevent fraud is to identify it early

The Canada Revenue Agency, RCMP or Citizenship and immigration Canada **DO NOT** accept bitcoin, **DO NOT** demand payment over phone and **DO NOT** issue warrants or arrest for non-payment.



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🌐 www.antifraudcentre.ca



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External Committee Report

Inter Municipal Tourism

March 2021

A full presentation of progress, logos, marketing tools and website launch will be made to all three councils at the next Joint Council meeting scheduled for March 23, 2021.