



Town of Amherst
Regular Council Meeting
Agenda

Date: May 25, 2021
Time: 6:00 pm
Location: Zoom Virtual Meeting

	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	
3.1. Approval of the Agenda	
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4. REQUESTS FOR DECISION	
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5.1. Planning Advisory Committee - No Report	
5.2. Amherst Board of Police Commissioners - No Report	
5.3. Audit Committee - No Report	

5.4. Amherst Youth Town Council - No Report

6. EXTERNAL COMMITTEE REPORTS

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6.2. Cumberland YMCA - Fawthrop 84 - 84

6.3. Cumberland Joint Services Management Authority - Emery 85 - 85

6.4. Northern Region Solid Waste Committee - Baker 86 - 86

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6.6. Senior Safety - Emery 88 - 88

6.7. Inter Municipal Tourism - No Report

6.8. Poverty Reduction - No Report

7. ADJOURNMENT

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: April 26, 2021
Time: 6:00 pm

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 Jason MacDonald, Interim CAO
Michael Hunter, Chief Financial Officer
Dwayne Pike, Police Chief
Greg Jones, Fire Chief
Andrew Fisher, Manager of Planning & Strategic Initiatives
Tamara Porter, Business Development Officer
Cheryl Laliberte, Community Well-Being Manager
Tom McCoag, Corporate Communications Officer
Kim Jones, Municipal Clerk
Natalie LeBlanc, Deputy Clerk

Due to the COVID-19 pandemic, this was 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. APPROVAL OF AGENDA/MINUTES

3.1 Approval of the Agenda

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

Motion Carried

3.2 Approval of Minutes

3.2.1 March 22, 2021 Regular Council

Moved By Councillor Baker
Seconded By Councillor Fawthrop
To approve the minutes of the March 22, 2021 regular meeting of Council.

Motion Carried

3.2.2 April 7, 2021 Special Council

Moved By Deputy Mayor Davidson
Seconded By Councillor Emery
To approve the minutes of the April 7, 2021 special meeting of Council.

Motion Carried

**3.2.3 April 9, 2021 Special Council
Moved By Councillor Landry
Seconded By Councillor Baker
To approve the minutes of the April 9, 2021 special meeting of
Council.**

Motion Carried

**3.2.4 April 14, 2021 Public Hearing
Moved By Councillor Fawthrop
Seconded By Councillor Emery
To approve the minutes of the April 14, 2021 Public Hearing.**

Motion Carried

4. REQUESTS FOR DECISION

**4.1 11 Victor Avenue Development Agreement Second Reading
Moved By Councillor Christie
Seconded By Councillor Fawthrop
That Council give second and final reading of the proposed Development
Agreement for 11 Victor Avenue.**

Motion Carried

Case No: DA-2021-X

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

_____, CAO

FOR THE OWNER

Joseph (Barry) Cormier

Bertha Cormier

Jolene Cormier

Michael Brazelton

Schedule A 11 Victor Avenue - Development Agreement

Terms and Conditions:

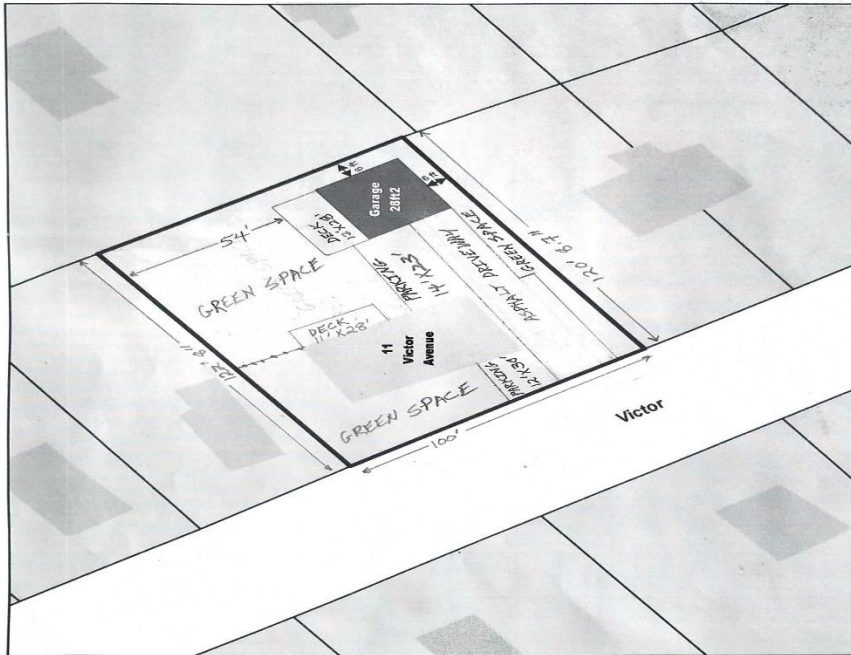
1.0 USE OF LAND AND BUILDINGS

- 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.

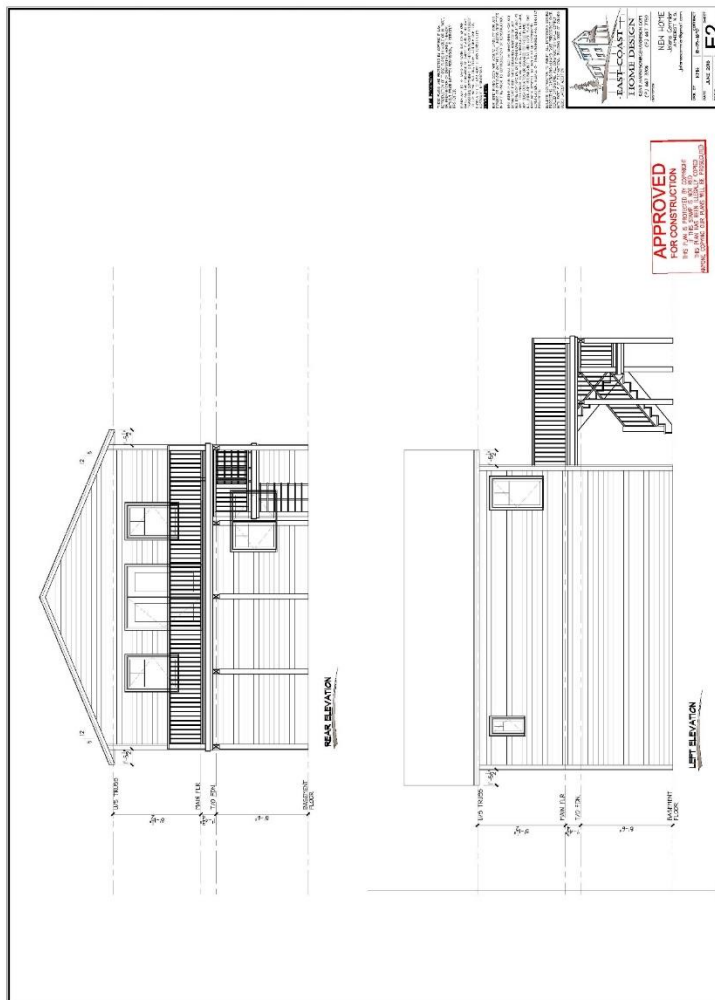
2.0 GENERAL REQUIREMENTS

- 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'



4.2 15 Clinton Street Development Agreement Second Reading

Moved By Councillor Baker

Seconded By Councillor Landry

That Council give second and final reading of the proposed Development Agreement amendment for 15 Clinton Street to allow for the conversion of an existing 3-unit dwelling into 4-dwelling units.

Motion Carried

Case No: DA-2021-X

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:

- (d) Schedule 'A' - Terms and Conditions
- (e) Schedule 'B' – Property Identification Map
- (f) 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

, CAO

FOR THE OWNER

Larry Burke

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:
 - 2.0 the bulk and height of the building shall not be enlarged, except where required to conform with the National Building Code;
 - 2.1 the exterior shall be finished in a uniform material and colour, to the satisfaction of the Development Officer; and,
 - 2.2 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 that required to conform with the Town of Amherst Solid Waste Bylaw.
6. Exterior lighting shall be carefully designed to no shine directly onto adjacent properties.

SCHEDULE 'B'



SCHEDULE 'C'



- 4.3 Lot 19-3B Development Agreement First Reading
Moved By Councillor Emery
Seconded By Councillor Baker
That Council give first reading of the proposed Development Agreement for
Lot 19-3B, and schedule a public hearing in May, 2021.**

Motion Carried

- 4.4 Sale of Property - 31 West Pleasant Street
Moved By Councillor Fawthrop
Seconded By Deputy Mayor Davidson**

That Council accept the offer by the operator of Mullins House, the purchaser of 27 West Pleasant Street, to purchase the remaining portion of town-owned property at 31 West Pleasant for the amount of \$6,000, subject to the execution of the sale of 27 West Pleasant Street.

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 "Vendor")

-and-

MACDONALD PEOPLE RESOURCES, of Amherst, in the County of Cumberland and Province of Nova Scotia (the "Purchaser")

OFFER

1. The Purchaser hereby offers to purchase from the Vendor the parcel of land located at 31 West Pleasant Street, Amherst, Nova Scotia (the "Property") being PID 25027152 for a sum of Six Thousand Dollars (**\$6,000.00**) of lawful money of Canada together with all adjustments pursuant to this agreement.

CONDITIONS

2. The Purchaser shall complete the purchase of the parcel of land located at 27 West Pleasant Street, Amherst, Nova Scotia being PID 25027129.

DEPOSIT

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

CLOSING DATE

4. This agreement shall be completed on the ___ day of _____, 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 _____, 2021.
Dated at Amherst, in the Province of Nova Scotia this ____ day of April, 2021

MacDONALD PEOPLE RESOURCES (Purchaser)
Per:

Witness

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 Amherst, in the Province of Nova Scotia this ____ day of April, 2021.

TOWN OF AMHERST (Vendor)
Per:

Witness

4.5 Amherst Youth Town Council Policy Amendments
Moved By Deputy Mayor Davidson
Seconded By Councillor Landry
That Council approve the amendments to the Amherst Youth Town Council Policy as attached.

Motion Carried

TOWN OF AMHERST POLICY

NUMBER 10350-21
Page 1 of 2

DEPARTMENT: ALL TOWN DEPARTMENTS

TITLE: **Amherst Youth Town Council Policy**

Minutes reference date: 25 May, 2010 24 October, 2011 25 November, 2013 October 23, 2017
25 June, 2018

PURPOSE:

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

BASIS:

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

ROLE OF COMMITTEE:

1. The Amherst Youth Town Council will identify and bring forward issues which have an impact on the youth of Amherst and, while *indirectly* under the control of the Town of Amherst, may be of sufficient significance to warrant the Town's consideration or support.
2. The Amherst Youth Town Council shall encourage its members to become more familiar with the workings of local government through education, involvement and participation *in council meetings*.
3. The Amherst Youth Town Council will, through researching issues and presenting constructive solutions, act as a realistic advocate for the youth of our community.
4. The Amherst Youth Town Council will endeavor to participate actively in community events and activities, as well as host events they deem fit, in Amherst, and through this involvement, foster a positive image for all young people.
5. The Amherst Youth Town Council may address, foster discussion, or make recommendations to Town Council on issues that they believe need to be addressed for the benefit of the youth.

MEMBERSHIP:

1. The Council shall appoint members of the Amherst Youth Town Council by resolution.
2. The maximum number of appointees on the Amherst Youth Town Council is 12.
3. Members shall be students attending Amherst schools from grade 7 to 12 with a maximum of three members being county residents.

- 4- The term for citizen youth appointees shall be two years and members may be reappointed to the committee without limitations. Members who do not complete their two year term may be replaced, with their replacement finishing their term and eligible for reappointment without limitations. Citizen appointee terms shall commence **in September of each year.** ~~November 1st annually.~~
5. In ~~June~~ **April** of each year, advertisement for expression of interest will be posted using appropriate media to reach youth. Council will appoint members for the new term ~~prior to the end of October each year.~~ **in June of each year.** **Members will convene in September of each year.**
- 6- ~~The Town of Amherst is an inclusive and equitable organization. We value inclusivity & diversity in all areas of the workplace, including the Amherst Youth Town Council. We encourage membership from members of groups who are typically underrepresented and with historical and/or current barriers to equity.~~

MEETINGS:

1. Meetings will be scheduled by the *Junior Mayor*, in consultation with staff and fellow members. Generally, meetings will commence at 3:05pm at an accessible location.
2. The committee will meet bi-monthly or as required. Each month a member of the Amherst Youth Town Council will attend an Amherst Town Council regular meeting.
3. *All meetings are open to the public. If local organizations wish to present to the Amherst Youth Town Council they must previously inform the elected Junior Mayor of their presentation plans.
4. *All members of the Amherst Youth Town Council are required to notify a member of the executive committee if they are to miss a meeting. If two meetings are missed without regrets sent, the committee will discuss attendance improvement for that individual.

4.6 Joint CED Strategy

Moved By Councillor Christie

Seconded By Councillor Emery

That Council accept the Community Economic Development Strategy as presented.

Motion Carried

4.7 Town of Amherst and Amherst Water Utility Capital Budget Approval

Moved By Deputy Mayor Davidson

Seconded By Councillor Baker

That Council approves the Town of Amherst General Capital Budget for the fiscal year ended March 31, 2022, as presented, in the amount of \$2,563,651 and the Amherst Water Utility Capital Budget for the March 31, 2022 fiscal year in the amount of \$770,360 to be funded as follows:

<u>Town of Amherst - General Capital</u>		<u>Amherst Water Utility</u>	
Capital from Revenue	\$ 389,000	Capital from Revenue	\$ 40,000
Reserves	894,651	Water Depreciation	30,000
Gas Tax Funding	930,000	Grant	38,360
Grants - Federal/Provincial	120,000	Temporary Borrowing	30,000
Temporary Borrowing	30,000	Long Term Debt	632,000
Long Term Debt	200,000		<u>\$ 770,360</u>
	<u>\$ 2,563,651</u>		

And further, that Council commits to the purchase of the following capital projects in the March 31, 2023 fiscal year so that procurement of these projects may begin immediately:

Fire Truck – Aerial device	\$ 1,600,000
Police Patrol Vehicle	\$ 65,000
Backhoe – sewer department	\$ 165,000

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

<u>Year ended</u>	<u>General Capital Total Amount</u>	<u>Water Capital Total Amount</u>
31-Mar-23	\$ 5,353,000	\$ 295,000
31-Mar-24	\$ 3,192,000	\$ 557,000
31-Mar-25	\$ 1,734,750	\$ 205,000
31-Mar-26	\$ 1,052,000	\$ 335,000
31-Mar-27	\$ 1,794,500	\$ 741,000
31-Mar-28	\$ 1,342,000	\$ 425,000
31-Mar-29	\$ 1,827,000	\$ 580,000
31-Mar-30	\$ 2,282,000	\$ 1,175,000
31-Mar-31	\$ 1,752,000	\$ 785,000

The Capital Budget Plan for the years ended March 31, 2023 to March 31, 2031 is for planning purposes only; this is not the authority to spend, nor is it necessarily the final and complete listing.

Motion Carried

5. INFORMATION ITEMS

5.1 Ice Rentals

Mr. MacDonald reviewed his memo included as part of the agenda package. However, due to the new restrictions announced today with the third wave of the COVID-19 pandemic, it was an information item only at this time.

5.2 NS Power Grid Memo

Moved By Deputy Mayor Davidson

Seconded By Councillor Christie

That staff be directed to send a letter to Nova Scotia Power expressing our concerns and request information on their plans to improve service delivery and reliability in this area.

Motion Carried

6. INTERNAL COMMITTEE REPORTS

6.1 Planning Advisory Committee

Information item; no direction given or action required.

6.2 Amherst Board of Police Commissioners

Information item; no direction given or action required.

6.3 Audit Committee

Information item; no direction given or action required.

6.4 Amherst Youth Town Council

As the AYTC representative could not attend, Mayor Kogon presented the report on their behalf. Information item only; no direction given or action required.

7. EXTERNAL COMMITTEE REPORTS

7.1 Cumberland Public Libraries

Information item; no direction given or action required.

7.2 Cumberland YMCA

Information item; no direction given or action required.

7.3 Cumberland Joint Services Management Authority

Councillor Baker gave a verbal update on the costs associated with the sale of the landfill. Information item only; no direction given or action required.

7.4 Northern Region Solid Waste Committee - No Report

7.5 L. A. Animal Shelter

Information item; no direction given or action required.

7.6 Senior Safety

Information item; Councillor Baker asked to be provided with the stats of the Plow it Forward program.

7.7 Inter Municipal Tourism - No Report

7.8 Poverty Reduction - No Report

7.9 Municipal Alcohol Project

Information item; no direction given or action required.

8. ADJOURNMENT

Moved By Councillor Landry

Seconded By Deputy Mayor Davidson

To adjourn the meeting at 6:50 p.m.

Motion Carried

Kimberlee Jones
Municipal Clerk

David Kogon, MD
Mayor

SYNOPSIS

Proceedings of Council Policy Amendment

The Proceedings of Council Policy sets out the requirements for the conduct of meetings and the preparations of the meeting materials for Council and the public.

The Covid-19 pandemic and the directives from the Province of Nova Scotia and the Chief Medical Officer of Health have restricted our ability to meet in person for over a year now. The requirements of gathering limits, physical distancing and the structure of our Council Chambers has meant that, in most cases, Council and Committees must meet virtually in order to not only comply with the mandated restrictions, but also ensure the safety of our meeting participants.

The proposed amendments reflected in the policy include an allowance for the continuation of virtual attendance under certain conditions. It is the intention to resume in person meetings, as health orders and logistics allow, however this amendment allows for one or more participants to be permitted to attend via video conference should circumstances prevent their attendance in person.

The Province of Nova Scotia has recognized this as an issue and passed an amendment to the Municipal Government Act late last month that authorizes electronic meetings.

MOTION:

That Council approve the amendments to the Proceedings of Council Policy.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Kimberlee Jones, Municipal Clerk

DATE: May 25, 2021

SUBJECT: Proceedings of Council Policy – Virtual Meetings

ORIGIN: While working through the restrictions in place due to the ongoing Covid-19 pandemic, staff have noted that there are examples of situations where virtual meetings, or virtual participation in in-person meetings may be appropriate after the restrictions are lifted.

LEGISLATIVE AUTHORITY: MGA 23(1) The council may make policies (a) respecting the date, hour and place of the meetings of the council and the notice to be given for them; and (b) regulating its own proceedings and preserving order at meetings of Council, and 19A (1) Where a procedural policy of the council so provides, a council meeting or council committee meeting may be conducted by electronic means.....

DIRECTION REQUESTED: That Council approve the amendments to the Proceedings of Council Policy.

BACKGROUND: The Proceedings of Council Policy sets out the requirements for the conduct of meetings and the preparations of the meeting materials for Council and the public. During the February 2021 Committee of the Whole meeting, staff proposed changes to the policy to allow for some form of electronic participation in meetings going forward. Staff took the feedback from Council and incorporated them into this draft.

DISCUSSION: The Covid-19 pandemic and the directives from the Province of Nova Scotia and the Chief Medical Officer of Health have restricted our ability to meet in person for over a year now. The requirements of gathering limits, physical distancing and the structure of our Council Chambers has meant that, in most cases, Council and Committees must meet virtually in order to not only comply with the mandated restrictions, but also ensure the safety of our meeting participants.

The proposed amendments reflected in the policy include an allowance for the continuation of virtual attendance under certain conditions. It is the intention to resume in person meetings, as health orders and logistics allow, however this amendment allows for one or more participants to be permitted to attend via video conference should circumstances prevent their attendance in person.



Several other Nova Scotia municipalities have made similar changes to their proceedings of Council Policy/Bylaw. Staff have borrowed language from both Truro and Yarmouth in drafting the proposed amendments. As well the Province of Nova Scotia has recognized this as an issue and passed an amendment to the Municipal Government Act late last month that authorizes electronic meetings.

FINANCIAL IMPLICATIONS: There are no financial implications

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

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications

SOCIAL JUSTICE IMPLICATIONS: Allowing virtual meetings, or virtual attendance at meetings improve the accessibility of said meetings for all participants.

ALTERNATIVES:

- 1- Approve the policy with the amendments as presented
- 2- Approve the policy amendment with alternative language
- 3- Do not amend the policy

ATTACHMENTS: Proceedings of Council Policy

Report prepared by: Kimberlee Jones

Report and Financial approved by:

DEPARTMENT: Council

TITLE: Proceedings of Council

Minutes reference date: 23 February 2015 22 June 2015 2019 January 2019 2020 November 23

General

1. The procedural requirements in this Policy are intended to complement and supplement, and not to replace, the requirements contained in applicable municipal legislation. Authority to enact this policy is under Section 23(1)(a) and (b) of the *Municipal Government Act*. The rules of order set out in this policy shall apply to all Town committees and commissions.

Definitions

2. In this Policy, unless the context otherwise requires,
 - (a) “business day(s)” means a day when the Town of Amherst office is open for business;
 - (b) “Chair” means the presiding officer;
 - (c) “committee” means any standing or adhoc committee or commission, the members of which are appointed by Council;
 - (c) “Council” means the Council of the Town of Amherst;
 - (d) “Council Member(s)” include(s) the Mayor unless the context indicates otherwise;
 - (e) “majority” means more than one half of those present, unless the context indicates otherwise.
 - (f) “Consent Agenda” means routine items or non -controversial items that are listed under the Consent Agenda section of the Agenda.

Time, Place, Date and Notice of Meetings of Council and Committee of the Whole

3. Unless otherwise specified pursuant to section 5, regular meetings of Council shall be held:
 - (a) In Council Chambers, Dominion Public Building, 98 Victoria Street, Amherst;
 - (b) On the fourth Monday of every month except that there shall be no regular meeting during the months of July and August;
 - (c) Commencing at 6:00 PM and concluding not later than 8:00 PM; when public hearings are scheduled, the hearing will commence at 5:30 PM and the Council meeting will commence at 6:00 PM.
 - (d) Council members must attend Council meetings in person, or if requested in advance to the Clerk, for a valid reason, one or more Council members may appear at a meeting by videoconference.

(e) Council member attending a meeting by videoconference shall be considered present at the meeting. If a Council member becomes disconnected from the meeting due to technical problems or other reasons, the Council member shall notify the Clerk as soon as possible. The minutes will reflect that the member be considered to have left the meeting at the time of disconnection, unless they are able to rejoin and that shall be recorded.

4. Unless otherwise specified to section 5, regular meetings of Committee of the Whole shall be held:

- (a) In Council Chambers, Dominion Public Building, 98 Victoria Street, Amherst;
- (b) On the third Monday of every month except that there shall be no regular meeting during the months of July and August;
- (c) Commencing at 4:00 PM and concluding not later than 6:00 PM.
 - i. Should there remain unfinished business on the agenda at 6:00 PM, the meeting shall be adjourned until 4:00 PM on the fourth Monday when the balance of the business on the agenda shall be addressed.

(d) Council members must attend Committee of the Whole meetings in person, or if requested in advance to the Clerk, for a valid reason, one or more Council members may appear at a meeting by videoconference.

(e) Council member attending a meeting by videoconference shall be considered present at the meeting. If a Council member becomes disconnected from the meeting due to technical problems or other reasons, the Council member shall notify the Clerk as soon as possible. The minutes will reflect that the member be considered to have left the meeting at the time of disconnection, unless they are able to rejoin and that shall be recorded.

5. Requirements for Virtual Attendance

- (a) A Council or committee member may request in advance to join a meeting electronically. The reason for the request shall be communicated to the Clerk at the time of the request and is subject to review. Attendance shall be reviewed quarterly.
- (b) All participants must have access to the necessary equipment for participation. A right of membership is participation; therefore, the technology used must be accessible to all members to be included in the meeting. All rules pertaining to in-person Council or Committee meetings apply equally to electronic meetings, for example, notice, pre-meeting package requirements, quorum, minute-taking, voting, confidentiality requirements, etc.
- (c) Participants are to login 10 minutes before the scheduled meeting time to resolve any technical issues before the meeting starts.

(d) During In Camera sessions, all meeting participants must ensure they maintain complete privacy in their off-site meeting space. This will ensure all discussions are kept confidential and are only heard by those invited to and attending the meeting.

(e) All provisions and policy related to in camera meetings and conflict of interest will apply equally for all electronic meetings.

Subject to any conditions or limitations provided for under the Act, Regulations, Bylaws or this Policy, a Council member who participates in a meeting through electronic means shall be deemed to be present at the meeting and will be recorded as in attendance at and part of the quorum of the meeting.

6. Regular meetings of Council or Committee of the Whole may be rescheduled, relocated or cancelled:
 - (a) By resolution of Council at a previous meeting three or more days in advance of the additional or special meeting;
 - (b) By resolution of Committee of the Whole at a meeting three or more days in advance of the additional or special meeting; or
 - (c) By the Chief Administrative Officer on behalf of the Mayor, owing to unforeseen circumstances, provided the Mayor believes that the majority of Council Members would support such a step.

7. Additional or special meetings of Council or Committee of the Whole may be convened
 - (a) By resolution of Council at a previous meeting three or more days in advance of the additional meeting;
 - (b) By resolution of Committee of the Whole at a meeting three or more days in advance of the additional or special meeting; or
 - (c) By the Chief Administrative Officer on behalf of the Mayor, owing to unforeseen circumstances provided the Mayor believes that the majority of Council Members would support such a step.
 - (d) Business conducted at a special meeting must conform to what is specified in the call of the meeting.

8. Specific notice to Council Members and to the public need not be provided of
 - (a) Meetings held pursuant to section 3 or 4; or
 - (b) Meetings held pursuant to subsection (a) and (b) of section 5 or 6;

but, subject to any statutory relaxation of notice requirements, three days' notice shall be specifically provided for other meetings to Council Members in the manner described in section 9 and to the public in the manner described in section 10.

9. Within 30 days following the first meeting of Council after a municipal election or by-election:
 - (a) The CAO shall provide a cellular phone to each Council Member which the Council Member will check at least once per day; and
 - (b) The CAO shall provide an electronic email address to each Council Member, and the Council Member will check at least once per day;
10. Subject to section 7, notice of meetings shall be provided by electronic mail to each Council member through the Town electronic mail address as provided in section 8.
11. Subject to section 7, notice of meetings shall be provided to the public by posting in the lobby of the Dominion Public Building and in a prominent place on the Town's website, a "Notice of Council Meeting" containing the time, date and place of the meeting.

Conduct of Meetings

12. It shall be the duty of the Chair to:
 - (a) Open the meeting of Council by taking the chair and calling the Council Members to order;
 - (b) Receive and submit to Council motions properly presented by a Council Member;
 - (c) Put to a vote a question which is regularly moved and seconded or necessarily arising in the course of the proceedings and to announce the result of the vote.
 - (d) Decline to put to a vote, a motion which infringes upon the rules of procedure;
 - (e) Restrain the Council Members, when engaged in debate, within the rules of conduct of debate;
 - (f) Enforce on all occasions, the observance of order and decorum;
 - (g) Call by name any Council Member persisting in a breach of the rules of order of Council thereby ordering him or her to vacate the Council Chambers;
 - (h) Inform the Council when necessary, or when referred to, on a point of order;
 - (i) Permit the Chief Administrative Officer to speak on any point upon request;
 - (j) Permit proper questions to be asked through the Chair or any official or employee of the Town of Amherst, to provide information to assist any debate;
 - (k) Declare a meeting dissolved if no quorum has been achieved within 15 minutes of the scheduled meeting time. And
 - (l) Adjourn the meeting when the business is concluded or, when an adjournment time has been set and approved by majority vote or when the adjournment time has been reached, except when it is extended by unanimous consent.

Council Agenda

13. All items appearing on the Council agenda will only consist of items that have been:
 - (a) Recommended or referred to Council by motion through either Committee of the Whole or a committee of Council;
 - (b) Placed on the agenda by Council through a motion or notice of motion at a previous meeting;
 - (c) Submitted by a member of Council prior to the issuing of the final agenda;

14. Consent Agenda – Regular Meetings of Council
 - (a) Subject to subsection (b), the Consent Agenda may contain routine or non-controversial items;
 - (b) The following matters shall not be set on the Consent Agenda:
 - i. Second Readings of by-laws and land use bylaws, including any amendments
 - ii. Policies
 - iii. Planning documents as defined by the Municipal Government Act;
 - iv. Development agreements, including any amendments thereto;
 - v. Appeals;
 - vi. Motions of rescission, or motions requiring a 2/3 vote of Council;
 - vii. In Camera matters; and
 - viii. Late or added items to the agenda
 - (c) After the Consent Agenda motion has been duly moved and seconded, any member may move that an item be removed from the Consent Agenda, with no seconder, the motions shall be granted as of right.
 - (d) During the consideration of of the motion to approve the Consent Agenda, there shall be no discussion or debate on the specific items contained therein.
 - (e) The Chair shall clarify the items that remain on the Consent Agenda, before a vote shall be taken.
 - (f) The vote on the Consent Agenda shall require a majority vote of the Council Members present.
 - (g) Items listed under the Consent Agenda are deemed approved when the vote as described in subsection (f) is passed.
 - (h) An item removed during the Consent Agenda, will be dealt with where it has been placed on the agenda.

15. Except for matters arising from correspondence, committee or other reports, agenda items, or notices of motion or other material circulated to Council Members on or before the business day before the meeting, and except for matters arising from an *in camera* meeting, no motion committing the Town of Amherst to the expenditure of funds shall be accepted by the Chair for the consideration of Council except with the unanimous consent of Council Members present.

16. Preliminary Council agendas will be issued by 4:30 PM on the Thursday preceding the regularly scheduled meeting.

17. Final Council agendas will be issued by noon on the day of the meeting.

18. Items included on the Council agenda will include a copy of the motion to be made when the item arises on the agenda.

19. Copies of the agenda and supporting documentation will be made available to the public in electronic format by 9:00 AM the day of the meeting except for the supporting documents related to matters to be dealt with in camera.

20. At Council meetings, unless a majority consents to a different order for the meeting, Council shall conduct business in the following order:
 - (a) Call to Order
 - (b) Territorial Acknowledgement
 - (c) National anthem
 - (d) Presentations
 - (e) Approval of agenda
 - (f) Consent Agenda
 - (g) Approval of minutes from the previous meeting
 - (h) Requests for Decision
 - (i) Information / Discussion Items
 - (j) Internal Committee Reports
 - (k) External Committee Reports
 - (l) Adjournment

21. Councillors who have been appointed to outside Boards and Agencies shall provide a written report to the Council to be included in the agenda package. Recognizing that such reports provide Council with the ability to make informed decisions, reports may contain such elements as:
 - (a) The date the meeting was held;
 - (b) A review of the key issues or discussion points covered that have an impact on the Town;
 - (c) Information and decisions that may impact a current Council position, or future Council course of action;
 - (d) A summary of the organization's key operations and events.

Committee of the Whole Agenda

22. The Committee of the Whole will meet for the purpose of discussion and possible referral to Council and no formal decisions will be made by Committee of the Whole, except to the extent that Committee of the Whole is specifically designated bylaw, policy or delegated by a resolution of Council as having the authority to make a decision.

23. Items appearing on the Committee of the Whole agenda will only consist of items as follows:

- (a) Placed on the agenda by Council or Committee of the Whole through a motion or notice of motion from a previous meeting;
- (b) Submitted by a member of Council prior to the issuing of the final agenda;
- (c) Staff reports;
- (d) Items from the administration requiring a decision or direction;

24. Consent Agenda – Committee of the Whole

- (a) Subject to subsection (b), the Consent Agenda may contain routine or non-controversial items;
- (b) The following matters shall not be set on the Consent Agenda:
 - i. Policies
 - ii. Planning documents as defined by the Municipal Government Act;
 - iii. Development agreements or any amendments thereto;
 - iv. Motions of rescission, or motions requiring a 2/3 vote of Council;
 - v. In Camera matters; and
 - vi. Late or added items to the agenda
- (c) After the Consent Agenda motion has been duly moved and seconded, any member may move that an item be removed from the Consent Agenda, with no seconder, the motions shall be granted as of right.
- (d) During the consideration of of the motion to approve the Consent Agenda, there shall be no discussion or debate on the specific items contained therein.
- (e) The Chair shall clarify the items that remain on the Consent Agenda, before a vote shall be taken.
- (f) The vote on the Consent Agenda shall require a majority vote of the Council Members present.
- (g) Items listed under the Consent Agenda are deemed approved when the vote as described in subsection (f) is passed.
- (h) An item removed during the Consent Agenda, will be dealt with where it has been placed on the agenda.

25. Preliminary Committee of the Whole agendas will be issued by 4:30 pm on the Thursday preceding the regularly scheduled meeting.

26. Final Committee of the Whole agendas will be issued by 10:00 am on the day of the meeting.

27. Items included on the Committee of the Whole agenda will include a copy of the motion to be made when the item arises on the agenda.

28. Copies of the Committee of the Whole agenda and supporting documentation will be made available to the public in electronic format by 10:00 AM the day of the meeting, except for the supporting documents related to matters to be dealt with in camera.

29. At Committee of the Whole meetings, unless a majority consents to a different order for the meeting, Council shall conduct business in the following order:

- (a) Call to Order
- (b) Approval of Agenda
- (c) Consent Agenda
- (d) Approval of Minutes
- (e) Presentations
- (f) Council Direction Requests
- (g) Information / Discussion Items
- (h) Monthly Departmental Reports
- (i) Adjournment

Minutes

- 30. At regular meetings of Council, except when Council resolves to defer approval of minutes for a maximum of one additional meeting, the minutes of the last preceding regular meeting and subsequent special meetings shall be reviewed and after all necessary corrections and amendments have been made and the minutes approved, the approved minutes shall be entered in the minute book of the proceedings of Council and such entry shall conclusively constitute the minutes of Council.
- 31. The minutes shall be kept by the Clerk who may, in his or her discretion, appoint recording secretaries as appropriate
- 32. The Minutes shall:
 - (a) Record the time when any Council Member joins or leaves a meeting which is in progress;
 - (b) Contain all resolutions, decisions by consensus and motions, with the name of the movers and seconders, and shall record the outcome of each vote;
 - (c) Mention reports, petitions and other papers submitted to Council only by their respective titles, or a brief description of their contents.

Motions, Voting and Speaking

- 33. The Chair shall start every question properly presented to Council and before putting it to a vote, shall ask, "Is Council ready for the question" and if no Council Member offers to speak, the Chair shall put the question, after which no Council Member shall be permitted to speak upon it.
- 34. The usual form of voting shall be by the Chair calling for "yeas" and "nays", but any Council Member, before or after a voice vote can call for, and obtain through the Chair, a show of hands and any two Council Members can call for, and obtain through the Chair, a recorded vote with each Council Member's vote entered into the minutes.

35. A motion must be seconded and then repeated by the Chair or read aloud by the Chief Administrative Officer before it is debated. The Chair may direct that the motion be put in writing.
36. After reading of a motion by the Chair or Chief Administrative Officer, it shall be open for discussion.
37. A motion may at any time before the Council has voted on it be withdrawn by the mover with the consent of the seconder.
38. The Chair must vote and shall be deemed to have voted in the affirmative on any resolution unless the Chair indicates clearly it is voting in the negative.
39. When any question is before the Council, the only motions in order shall be:
- (a) A motion in amendment of the original motion;
 - (b) A motion to refer the question, including the motion and amendment if one is moved, to any committee;
 - (c) A motion to defer the consideration of the question either indefinitely or to a specified time;
 - (d) A motion to close the debate at a specified time;
 - (e) A motion that the question be put to a vote;
 - (f) A motion to adjourn.
40. When any one of the motions mentioned in the next preceding section has been made as an amendment to the original motion, no other motion may be made as an amendment except to the original motion or to the amendment, except the following:
- (a) To refer to a committee;
 - (b) To defer the consideration of the question;
 - (c) To close the debate at a specified time;
 - (d) That the question be put to a vote;
 - (e) To adjourn
- Any of which may be moved either to the original motion or to the amendment of the original motion.
41. A motion:
- (a) That the debate be closed at a specified time; or
 - (b) That the question be put to a vote,

Shall be put to a vote without further amendment or debate, but a motion that the question be put to a vote shall not itself be put to a vote until every Council Member who has not spoken on the question and claims a right to speak has been heard.

42. A motion that the question be put to a vote shall preclude all amendments to the main question until the motion is decided, and shall be put to a vote, without debate, in the following words: "That this question be put to a vote". If this motion is resolved in the affirmative, the original question shall be put to a vote immediately, without any amendment or debate, but if such motion is resolved in the negative, then the Council shall proceed to other business.
43. A motion to adjourn shall always be in order except in the following cases:
 - (a) When a Council Member is in possession of the floor;
 - (b) When the "yeas" and "nays" are being called;
 - (c) While the Council Members are voting; or
 - (d) When the adjournment was the last preceding motion.
44. The following questions shall be decided without debate:
 - (a) A motion to reconsider;
 - (b) All motions as to priority of business or as to the suspension of the order of the day;
 - (c) Applications to speak more than the prescribed number of times;
 - (d) A motion to allow any person other than the Council Members or CAO to address the Council;
 - (e) A motion to postpone to a specified time or day;
 - (f) A motion to lay on the table when claiming a privilege over another person; and
 - (g) A motion to adjourn.
45. Amendments shall be put in the reverse order to that in which they are moved. Every amendment submitted shall be decided or withdrawn before the main question is put to a vote. Only one amendment shall be allowed to an amendment and any further amendment must be to the main question.
46. Any notice of motion given by a Council Member for a subsequent meeting may, in the absence of the Council Member giving such notice, be taken up by any other Council Member.
47. Every Council Member, prior to speaking on any question or motion, shall raise a hand and wait to be recognized by the Chair. When two or more Council Members raise their hands to speak, the Chair shall designate as the Council Member who has the floor the Council Member who, in the opinion of the Chair, first raised a hand.

48. No Council Member may speak more than twice, without the leave of Council, on any motion except to explain a misconception of his remarks, but the mover of a motion shall have the right to reply and sum up in closing the debate.
49. When a Council Member wishes to explain, the Council Member shall raise a hand and ask leave of the Chair, without further comment, and if permitted by the Chair, shall explain only an actual misunderstanding of language.
50. No Council Member shall speak more than two minutes upon any matter at one time, without the leave of Council.
51. During a meeting Council may adjourn for short periods or move to another place, without ending the meeting.

Reconsideration

52. After any question has been decided in the affirmative, any Council Member who has voted in the affirmative, may, after the decision has been announced from the chair but before adjournment of the meeting, give notice of an intention to move a reconsideration at the next meeting of the Council. The giving of such a notice operates as a stay or suspension of Council's decision.
53. Unless reconsideration is moved at the next meeting, the right of reconsideration shall be lost.
54. No discussion of the main question shall be allowed on the motion for reconsideration.
55. The following matters are not eligible for reconsideration:
 - (a) A motion approving the first or second reading of a bylaw enactment, amendment or repeal;
 - (b) A motion to decide upon a matter which was the subject of a statutory hearing by Council;
 - (c) A matter which has been reconsidered once; and
 - (d) A vote to reconsider.

Rescission

56. No motion to rescind any resolution of Council shall be made unless Notice of intention to move the same has been given at the regular meeting of Council just previous to that at which the same is moved.
57. A Notice of motion to rescind any previous resolution of the Council may be given by any member at any regular meeting of Council.
58. When giving Notice of motion to rescind, the member shall provide a brief explanation of the reason for the Notice.

59. A Notice of motion to rescind shall be dealt with at the next meeting of the Council.
60. At such meeting, the giver of such Notice, or in the absence of the giver, any other member on the giver's behalf shall move the motion to rescind and shall briefly state the reasons therefor.
61. If the motion to rescinded is seconded the same becomes subject to debate according to the normal rules except that it may not be amended.
62. A motion to rescind requires the same vote as was required for the resolution which is subject to rescission. That is, if the resolution subject to rescission required a majority vote of Council the motion to rescind such resolution shall require a majority vote of Council.

Points of Order

63. It shall be the duty of the Chair, and the privilege of any Council Member, to call any Council Member to order, who violates any established rule or order. A point of order must be decided before the subject under consideration is proceeded with.
64. When a Council Member is called to order, the Council Member shall remain seated and silent until the point is determined, until called upon by the Chair to be heard on the point of order.
65. A point of order is not debatable amongst other Council Members, unless the Chair invites discussion in an effort to assist in making a ruling. Where the Chair permits discussion of a point of order, no Council Member shall speak more than once.
66. Decisions of the Chair on points of order or procedure, including an order expelling and excluding a person from the Council Chambers pursuant to sections 65 and 66, are not debatable but are appealable to Council by any Council Member. When an appeal is made from the decision of the Chair, the Chair shall simply put the question, "Shall the decision of the Chair be sustained?"
67. No Council Member shall use offensive or unparliamentary language or speak disrespectfully to or about anyone while in Council, or speak outside the parameters of the question in debate.
68. If a Council Member resists the rules of Council, willfully obstructs the business of Council or disobeys the decision of the Chair, or of Council on appeal, on any question of order or practice or upon the interpretation of the rules of Council after being called to order by the Chair or otherwise disrupts the proceedings of council, the Council Member may be ordered by the Chair to leave the Council Member's seat provided that a majority vote of Council shall be required to sustain the expulsion.
69. If the Council Member refuses to leave the Council Member's seat, the Chair may order the Council Member to be expelled and excluded from the Council Chambers.
70. Such Council Member may, by vote of Council, later in the meeting or at a subsequent meeting be permitted to re-enter Council Chambers and to resume participation in Council's business with or without conditions.
71. Persons who are not Council Members of officers or employees of the Town of Amherst shall observe silence and order in the Council Chambers, unless given permission to speak. Any such persons disturbing the proceedings of Council shall be called to order by the Chair, and, if

they fail to comply, shall be ordered by the Chair to be expelled and excluded from the Council Chambers, provided that a majority vote of Council shall be required to sustain the expulsion.

72. Such member of the public may, by vote of Council, later in the meeting or at a subsequent meeting, be permitted to re-enter Council Chambers with or without conditions.
73. An order of the Chair to expel a person from the Council Chambers pursuant to section 68 of this Policy constitutes a direction from the Town of Amherst to leave the premises for purposes of the *Protection of Property Act* and other applicable laws.
74. If any question arises that is not provided for by applicable legislation or the foregoing rules, it shall be decided according to the ruling of the Chair, having regard to general principles of parliamentary procedure to the best of the Chair's ability but the Chair shall not be expected to conform its decisions with parliamentary procedure texts or precedents.
75. Any of the rules of order may be suspended in its operation by the unanimous consent of the Council Members present.

Presentations to Council

76. Persons wishing to make a presentation to Council shall write one week in advance of the next Committee of the Whole meeting to the CAO outlining their issue and the decision they wish Council to consider, and request to make a presentation.
77. The request will be added to the next Committee of the Whole agenda to be issued.
78. Committee of the Whole will discuss the matter when it appears on the agenda, and will determine if they wish to have the presentation at a future meeting.
79. The CAO shall advise the person or group requesting to make a presentation of the decision of Committee of the Whole including, if approved, the date and time of the presentation.
80. Presentations shall be limited to 15 minutes, unless Committee of the Whole determines a longer period of time is needed.
81. When a delegation is recognized and offered an opportunity to speak, the Mayor or Chairperson of the meeting will request the spokesperson to come forward from the gallery to present. Only one person shall be permitted to speak.
82. No debate or decision on the presentation will occur during the meeting in which the presentation is made, unless the item was previously an agenda item for that meeting.

Petitions

83. Persons wishing to present a petition to Council shall file a copy of the petition with the CAO before 12:00 noon on the Wednesday prior to the meeting of Council at which it is proposed to be presented.
84. The CAO shall circulate a copy of any such petition to each member of Council before the meeting at which it is proposed to be presented.

85. The body of the petition itself, excluding the list of names, shall, if determined by the Chairperson to be practical, be read by the CAO on behalf of the group supporting the petition.
86. No petition shall be presented which Council determines to contain impertinent or improper matter.
87. No persons shall be permitted to speak, whether supporting or opposing the petition, unless the petition comes up for discussion which shall be at the next regular meeting of Council unless Council decides according to the rules to hold a special meeting of Council for that purpose.

SYNOPSIS

'A' Fresh Start

Since March 23, 2021 the Town has been seeking applications for the "A" Fresh Start Initiative. In order to qualify for "A" Fresh Start funding community organizations must be developing new or expanded events or initiatives considered by Council to enhance the lives of local residents.

Based on the Community Support Grant Policy, five (5) applications have been recommended to Mayor and Council following review by an internal committee.

The top 5 applicants must prepare a five-minute video presentation explaining why they should receive the grant, how much money the project requires and how it will be spent. The videos will be placed on the town's social media between June 14 and June 18, 2021. Residents will be asked to vote online or via paper ballot (only if current Covid restrictions allow).

The following five out of 12 applications received are being put forward for consideration:

Amherst Little League Baseball has requested \$5,000.00 to buy equipment for its new Girls at Bat program.

The Bridge Adult Service Centre requested \$825.00 for Disability Pride Day.

The Cumberland Museum Society requested \$4,000.00 to host a Nova Scotia Backyard Kitchen Party series.

Fundy Winds Marsh requested \$8510.00 to aid in the design of an accessible and safe outdoor space for all community members.

The Lillian Allbon Animal Shelter requested \$4,000.00 to expand their Creepy Carnival.

MOTION:

That Council approve of the following 5 applications to proceed through the A Fresh Start program and submit a video presentation for consideration; Amherst Little League Baseball, Bridge Adult Service Centre, Cumberland Museum Society, Fundy Winds Marsh, Lillian Allbon Animal Shelter.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Cheryl Laliberté, Community Well Being Manager

DATE: May 25, 2021

SUBJECT: 'A' Fresh Start Initiative – Community Support Grants Policy 72000-08

ORIGIN: The A' Fresh Start Initiative – Community Support Grant happens twice a year, pursuant to Policy 72000-08 (attached).

LEGISLATIVE AUTHORITY: Section 65, *Municipal Government Act*; Community Support Grants Policy

RECOMMENDATION: That Council approve the following 5 applications to proceed through the A Fresh Start program and submit a video presentation for consideration; Amherst Little League Baseball, Bridge Adult Service Centre, Cumberland Museum Society, Fundy Winds Marsh, Lillian Allbon Animal Shelter.

BACKGROUND: A media release was issued on March 23, 2021 for the "A" Fresh Start Initiative, asking for applications from organizations/individuals. In order to qualify the presentation, the idea, or use of the money must be for creative, new events or initiatives or that enhance current services or programs.

DISCUSSION: A total of twelve (12) applications from the following groups were received by the April 12th deadline for the 'A' Fresh Start Community Support Initiative:

After the School Bell Food Program
Amherst 50+ Club
Amherst Little League Baseball
Bridge Adult Service Centre
Bright Beginnings Childcare Centre
Cumberland Museum Society
Eat Local Cumberland Alliance
Fundy Winds Marsh
Lillian Allbon Animal Shelter
Multicultural Association of Cumberland
Spring Street School Advisory Council
West Highlands Home and School

Based on the Community Support Grant Policy, the top five (5) applications received are to be recommended to Mayor and Council by an internal committee. The committee consisted of Chief Financial Officer Michael Hunter, Culture and Marketing Coordinator Jennifer Bickerton, Corporate Communications Officer Tom McCoag and Community Well-being Manager Cheryl Laliberté.

The following five out of 12 applications received are being put forward for consideration.

Amherst Little League Baseball has requested \$5,000.00 to buy equipment for its new Girls at Bat program. The league is predicting to reach 50 girls between the ages of 7-9 years old and another 50 girls between the ages of 10-12 years old. The funds will go towards the purchase of helmets, uniforms, tees, balls, bats and gloves and other training equipment. The program will occur in the summer of 2021. The application was submitted by Mike LeBlanc.

The Bridge Adult Service Centre requested \$825.00 for Disability Pride Day. People with disabilities from Amherst Regional High School, EB Chandler, Rupert House, Amherst & District Residential Services Society, Brown House and the community will be invited to share in conversations about exciting things people with disabilities do to achieve a meaningful day. The funds will go towards refreshments, t-shirts and advertisement. The dates of the event have not been determined. The application was submitted by Joanne Hopper.

The Cumberland Museum Society requested \$4,000.00 to host a Nova Scotia Backyard Kitchen Party series. The series will include live music, outdoor seating, and food, such as lobster rolls, Mi'kmaq luskinikin and Acadian specialties, prepared in a wood-fired outdoor oven. The funds will go towards hiring musicians to perform over a period of 16-weeks. The dates of the event will run July 4 to October 17, 2021. The application was submitted by Rebecca Taylor.

Fundy Winds Marsh requested \$8510.00 to aid in the design of an accessible and safe outdoor space for all community members. Parts of the trail are not developed. The funds will go towards the purchase of 15 loads of gravel for the unfinished portion of the dyke trail, providing secure footing and wheeling (strollers and wheelchairs) for users. The application was submitted by Bill Barrow.

The Lillian Allbon Animal Shelter requested \$4,000.00 to expand their The Creepy Carnival event. The carnival will add to the event held 2 years ago: a zombie parade, paranormal tours, movies, carnival games, and food court. The funds will go towards venues, entertainment, refreshments, advertisement, decorations, tent rentals, prizes and other supplies. The date of the event is October 23, 2021. The application was submitted by Karen Cormier.



AMHERST TOWN COUNCIL

RFD# 2021032

Date: May 25, 2021

Due to COVID-19 pandemic protocols, no public meeting will be held to help determine the rankings of the applications. Instead, the top 5 applicants must prepare a five-minute video presentation explaining why they should receive the grant, how much money the project requires and how it will be spent. These videos must be received by the town no later than June 9, 2021. The videos will be placed on the town's social media between June 14, 2021, and June 18, 2021. Residents will be asked to vote online or via paper ballot. All votes must be received by the town no later than 4:30 p.m. on June 20. The rankings determined by this vote will then be presented to Amherst town council members, who will have also viewed the video presentations. Council has the final say on those rankings and the amounts given to the grant recipients. The recipients will be announced at the June 28, 2021 council meeting.

FINANCIAL IMPLICATIONS: A maximum annual allocation of \$35,000 (\$17,500 per presentation event) may be granted.

COMMUNITY ENGAGEMENT: Videos created by the top 5 will be shared on the town's social media outlets.

ENVIRONMENTAL IMPLICATIONS: There are no environment implications.

ALTERNATIVES: Council may choose other applications for consideration.

ATTACHMENTS:

1. Community Support Grants Policy, 72000-08

Report prepared by: Cheryl Laliberté



DEPARTMENT: ALL TOWN DEPARTMENTS

TITLE: **COMMUNITY SUPPORT GRANTS POLICY**

Minutes reference date: 23 September 2013 27 October 2014 21 May 2015 25 June 2018 24 September 2018
28 October 2019 27 January 2020

POLICY STATEMENT

1. The Community Support Grants Policy guides the allocation of financial and in-kind contributions to non-profit or charitable organizations that are based in the Town of Amherst and are considered by Council to enhance the lives of residents. Every year the Town receives more grant requests than it can fund. The purpose of this policy is to establish equitable guidelines for the distribution of limited amounts of funds to non-profit and charitable organizations in the community in a manner approved by Council.
2. This program does not govern the following, which are separately administered:
 - (1) Tax Exemption for Non-Profit Organizations (full and partial tax exemption by-laws); and
 - (2) Residential Property Tax Rebates (low-income homeowners).

POLICY OBJECTIVES

3. The objectives of this policy are:
 - (1) To outline the requirements to apply and be considered for a Community Support Grant from the Town of Amherst;
 - (2) To ensure that groups applying for Community Support Grants are evaluated on a consistent, equitable basis, utilizing the same evaluation criteria; and
 - (3) To provide for public disclosure of a list of grant recipients and the amounts of those grants.

EXCLUSIONS

4. The following are exclusions from the grant program:
 - (1) It is not the intent of this policy to fund activities of organizations that are clearly within the mandate of the Government of Nova Scotia (hospitals, medical programs, treatment services or social services programs) or the Government of Canada (e.g. health, social services, housing).
 - (2) The Town of Amherst will not consider requests received as part of general (mass) mailing or telemarketing campaigns.
 - (3) Funding applications will not be considered from the following:
 - Businesses;

- Provincial Government organization like
 - School Boards or quasi government organizations;
 - Non-profit organizations for the purpose of funding accumulated deficits;
 - Any organization for the purpose of fundraising to distribute to other organizations/individuals; and
 - Organizations with political affiliations.
- (4) Funding will not normally be provided to religious organizations where services include the promotion or required adherence to a particular belief.
- (5) Funding will also not normally be provided to fundraising campaigns of national charitable organizations.
- (6) Funding will not normally be provided to organizations who are planning to give proceeds of the event to another organization.

ALLOCATION OF FUNDS

5. Council is not obligated to:

- (1) Provide funding in the form of Community Support Grants;
- (2) Spend all the funds allocated for grants in any given year;
- (3) Award the full amount requested in an application; or
- (4) Renew any grant.

SPECIAL CONSIDERATION

6. The following Grants are provided annually, and the recipients must comply with the applicable requirements under the **application process** below. Failure to do so could result in future funding being suspended.
- a) Amherst Food Assistance Network
 - b) Cumberland Early Intervention Program
 - c) Sexual Health Centre for Cumberland County
 - d) Cumberland County Transition House (Autumn House)
 - e) Senior's Safety Advisory Committee
 - f) Cumberland County Museum
 - g) Amherst Little League Baseball Association
 - h) Amherst Little League T-Ball Baseball
 - i) NSCC Grant last payment fiscal 2021/22
 - j) Maggie's Place

Council reserves the right to discontinue and/or alter funding for these organizations without notice. Council will ensure consideration is made to provide notice to applicants or a gradual decrease to the amounts above wherever possible. Support for these organization and the amounts are reviewed annually. It is anticipated that funding from the Town of Amherst is note the main source of funding for the above organizations.

LIMITATIONS

7. The following limitations apply to funding for the Programs listed below:
- a) Funding shall be limited to no more than 40% of overall costs for an event or program.
 - b) Funding will be provided for a maximum of five consecutive years.
 - c) Funding cannot be used to purchase alcohol.
 - d) An organization can only apply for funding under either the regular Community Grant or “A” Fresh start for the same activity, item or event. For example, an event cannot apply under “A” Fresh Start and under the Festivals and Events Grant.
 - e) Those organizations receiving funding under number seven above are not eligible for funding under the programs listed below.

PROGRAMS

8. The following are a list of the grants available:
- a) ”A” Fresh Start

There are two annual intakes with a maximum annual allocation \$35,000. See Appendix A.

- b) Sport and Physical Activity Grants and Assistance

- i. Maximum funding considered under this component will be \$500 for a team and \$250 for an individual.
- ii. This includes amounts for teams traveling to Provincial, National and International competitions when the team or individual has been successful at a regional qualifying competition recognized by its relevant provincial or national umbrella organization (e.g. Hockey Nova Scotia or Skate Canada).
- iii. The team is in the Town of Amherst and is considered by the provincial or national umbrella organization to be the home for the team.
- iv. The individual is competing as an individual and has their principal residence in the Town of Amherst.

- c) Festivals and Events Grants

- i. Less than 1,000 people anticipated to participate:
 - 1. Maximum funding considered under this component will be \$1,000
 - 2. Must demonstrate broad community support; and
 - 3. Provides a unique experience not duplicated by other ongoing events, festivals or activities.
- ii. More than 1,000 people participating:
 - 1. Maximum funding will be determined by Council but will not exceed \$5,000;
 - 2. Draw spectators from the Maritimes, nationally or internationally and increases the profile of our community; and

3. Must be a minimum of three days in length and must be affiliated with a local community non-profit organization.
- d) **Organizational Equipment**
Operational and capital equipment purchase requests will be considered by Council to a maximum of \$500.
- e) **Community Well-Being**
Funds have been allocated for initiatives that directly impact community well-being and result in a reduction in poverty in the community. The reporting requirements and limitations in section 8 apply to these grants.
 - i. Applications will be considered up to a maximum of \$5,000

APPLICATION PROCESS

9. The following outlines the application process:
 - a) Applications may be submitted throughout the year. Council reserves the right to refer the request to the following year's budget process if they deem so appropriate. Budget deliberations begin in November of each year. Deadline for submission is December 1st of each year for the following fiscal year. The Town's fiscal years runs April 1-March 31.
 - b) Council will only approve one application per year per group in addition to the "A" Fresh Start grant. Applications for "A" Fresh Start must be for new initiatives and must not include events applied for under the Community Support Grant process.\
 - c) An applicant for amounts under \$1,000 must submit the following information as application for grant funds:
 - a. A complete Community Grant Application in the form prescribed by the Town of Amherst, including a proposed budget for the project.
 - d) An applicant for amounts over \$1,000 must submit the following information as application for grant funds:
 - a. A complete Community Grant Application in the form prescribed by the Town of Amherst, including a proposed budget for the project.
 - b. The most current financial statements of the organization designated to receive the grant funds in the application, as well as a budget for the upcoming year.
 - e) The Town of Amherst may request additional information.

APPROVAL PROCESS

10. The follow outlines the approval process for applications:
 - (1) Staff will review the applications to ensure the proper information has been provided. Applicants who have not provided proper information will be identified in the information provided for the Committee of the Whole meeting;
 - (2) Applications will be reviewed at Committee of the Whole for eligibility, evaluation and recommendation to Council;

- (3) Council determines all grant levels per organization as per maximum allocations identified in number 9 above.

11. Council retains the authority to provide amounts over the maximum amounts in unusual or special circumstances where it is in the Town's best interest to do so.

12. Following annual Council budget deliberations, successful applicants will be notified in writing of their grant amount, as well as any additional conditions that must be met by the applicant in order to receive the full amount of funding offered.

AUTHORITY OF THE CHIEF ADMINISTRATIVE OFFICER

13. The Chief Administrative Officer (CAO) may approve applications submitted under this sections 6 B (1, 2 & 3) and 6 C (1) of this policy that are \$500 and less, provided such applications qualify in accordance with this policy and fall within the thresholds established. Council will be notified by email upon approval of each application and a media release will be issued to communicate the support provided by the town under the application. A list of applications approved will be provided to Council quarterly. (March, June, September and December)

PAYMENT PROCESS

14. For amounts over \$1,000 payment will be made as follows:

- (1) 75% at the time of award
- (2) 25% at the time of receipt of the final report. Reports must be received by no later than March 31 in the year of award. Failure to submit final reports by March 31, will result in the final 25% not being awarded.

CONDITIONS

15. Grant recipients shall:

- (1) Make no misrepresentation on their application;
- (2) Use the grant as described in the application;
- (3) Provide a final report after the completion of the activity; and
- (4) Use the funds in the year granted.

16. Grant recipients receiving less than \$1,000 shall submit a final report once the activity has been completed but not later than March 31 of the fiscal year in which it was awarded. The report shall include:

- (1) A copy of receipts for funding used; and
- (2) An outline of the impact of the grant upon the organization and community.

17. Grant recipients receiving \$1,000 or more shall submit a final report once the activity has been completed but not later than March 31 of the fiscal year in which it was awarded. The report shall include:
 - (1) A copy of receipts for funding used;
 - (2) An outline of the impact of the grant upon the organization and community; and
 - (3) The proposed project budget submitted with the original application with updates for actual revenue and expenditures.
18. Grant recipients shall keep proper books of accounts and receipts of all expenditures related to the project and shall make them available for inspection by the Town of Amherst upon request.
19. Non-compliance in number 17 above, could result in no funding being awarded in the future year(s).
20. Grant recipients are required to acknowledge the financial support of the Town of Amherst in all advertising, publicity, programs and signage for which funds are granted.
21. Grant recipients who fail to comply with these conditions may be required to return all or partial funds to the Town of Amherst and may be deemed ineligible for Community Support Grant funding in future years.

PUBLIC DISCLOSURE

22. The Town of Amherst will provide financial information with respect to the budgeted amounts disbursed and actual amounts disbursed on an annual basis.
23. A summary of grant awards will be posted on the Town of Amherst's website in accordance with s.65C(1) of the *Municipal Government Act*.

Appendix A – “A” FRESH START – Maximum Annual Allocation \$35,000

This money would be granted in a program called “A” Fresh Start- Community Initiative. This program would be twice per year, with up to \$17,500 available each time. The process would be administered, and events convened, by the Amherst Recreation Department.

(1) Applications

- (a) Organizations may apply twice a year
- (b) Organizations may only be chosen once every two years
- (c) Application Deadlines
 - (i) April 1st for first public voting- in June
 - (ii) August 1st for second public voting- in October.

(2) Qualifying applications

- (a) In order to qualify the presentation, idea, or use of the money must be for creative, new events or initiatives or that enhance current programs. For example: a new cultural play, new event, festival, fundraising event with funds going back into Amherst and area, or new enhancement to an existing service or event.
- (b) Normal ongoing operations of an organization do not qualify.

(3) Selection Process

- (a) All qualifying applicants, are eligible to be one of 5 FINALISTS reviewed by a staff committee and approved by Council at both the May and the September council meetings.
- (b) The 5 selected are required to present at the public event in June and October.

(4) Presentations

- (a) The public meeting would be for 1 ½ hours from 7pm- 8:30 pm- June and October at the Community Credit Union Business Innovation Centre.
- (b) All presenters and public are welcomed to attend.
- (c) Those persons 16 years of age and over will be charged a \$2.00 fee at the door and will receive a ballot to vote.
- (d) The door proceeds will be donated to a local charity
- (e) Selected applicants are required to make presentations of 10 minutes each.

(5) Decision making

- (a) After all presentations are complete, members of the public who have paid for a ballot at the door will vote to rank the quality of the presentation.
- (b) Council will review the applications immediately following the public event, taking into consideration the results of the presentation vote and other factors, and determine by vote final decision on funding to be allocated to the final 5.

(c) Awards

- (i) Up to \$17,500.00 to be awarded, but all 5 chosen get an award- the money at the door is donated to charity.

(ii) Public vote on top 5– council then votes on final ranking of all 5.

(6) Other

(a) Where applicable While voting is going on- previous winner makes a presentation on how they spent the money for their cause.

(7) Transition – As 2018/19 is the initial year of the program there will only be a fall event in the 2018/19 fiscal year.

(8) Those receiving grants will receive 80% of the funding granted in advance of their event with the remaining 20% issued after completion of a final report that must be presented to the Town following the completion of the event.

(9) Those receiving grants will have 12-months after the approval date to plan and execute the event.

Date: _____

REQUEST FOR FINANCIAL SUPPORT

1. ORGANIZATION INFORMATION:

Name of Organization: _____

Full Mailing Address: _____

Contact Person: _____

Email Address: _____

Telephone: _____

2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED \$ _____

3. What is the purpose for the funding requested? (Sport and Physical Activity, Festivals and events, Organizational Equipment, Community Well-Being etc.)

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

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

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

NAME	FUNDING IF ANY

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



SYNOPSIS

Development Agreement Application Corner of Dickey and Rupert Streets (Lot 19-3B) Second Reading

The proposed development agreement would allow the construction of three, 6-unit townhouse dwellings on Lot 19-3B, located between Dusker Way and Dickey Street. An advertised Public Participation Opportunity was held on March 3rd, 2021. The Planning Advisory Committee recommended that Council enter into the agreement.

Council gave first reading on April 26th and an advertised virtual public hearing was held before Council on May 19th. Three members of the public were in attendance including the developer. No opposition to the application was expressed at that time.

MOTION:

That Council give second and final reading of the proposed Development Agreement for Lot 19-3B.

TO: Mayor Kogon and Members of Council

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

DATE: May 25, 2021

SUBJECT: Development Agreement 2nd Reading - Lot 19-3B

ORIGIN: An application by the property owner, Ocean Breeze Estates Ltd., for a development agreement to allow construction of three, six-unit townhouse dwellings on Lot 19-3B, located between Dusker Way and Dickey Street.

RECOMMENDATION OF THE PLANNING ADVISORY COMMITTEE: That Council enter into the development agreement for Lot 19-3B, subject to the requirement for a surface water management plan from a qualified professional. Staff have revised the draft development agreement to include this requirement.

BACKGROUND:

Site Details: The subject property, located in the General Residential Zone, is a vacant field approximately 7,690 m² (1.9 acres) in area. As currently configured, the subject property has 6 m of frontage on Dickey Street. The attached map shows the property location and configuration.

Neighbourhood Context: The subject property is immediately surrounded by newly constructed 4-unit townhouses along Dusker Way, Dickey Street and Rupert Street. Single detached dwellings are located to the south and west of the site. Three storey apartment dwellings are located along the north side of Dickey Street. Non-residential uses include Spring Street Academy and E.B. Chandler School approximately one block away to the east and west.

Proposal Details: As shown on the attached site plan, the proposal includes three, 6-unit single level townhouse dwellings for a total of 18 units. Two dwellings would have access to Rupert Street via Dusker Way, and the third dwelling would have access from Dickey Street along a private driveway. The subject lot would be subdivided into two portions, the north portion creating Lot 20-1 with frontage on Dickey Street. The southern portion would consolidate with the lot containing 9-15 Dusker Way to create Lot 20-2.

All buildings would meet or exceed minimum yard setback requirements of the Land Use Bylaw. Each unit would have two parking spaces directly in front of the unit. In terms of amenity space, the proposal provides approximately 42 m² (452 sqft) immediately behind each unit. The total amenity space over both lots is approximately 128 m² (1,377 sqft) per unit.



Each building would have a maximum footprint of 78 m² (840 sqft) and six, 2-bedroom units. Depending on market conditions, the proponent may elect to reduce some or all of the units to one bedroom, which would reduce the overall building footprint to some degree.

Municipal Planning Strategy: Planning decisions of Council must be reasonably consistent with relevant Municipal Planning Strategy Policies. The following lists the policies relevant to this issue in italics followed by staff comments in regular font.

Policy RP-9 is the policy most relevant to this issue, which states:

It shall be the intention of Council to ensure medium and high-density residential development occur in a manner compatible with a low-density residential neighbourhood. Specifically, Council shall require that all residential developments greater than 4 dwelling units per property, be subject to a Development Agreement. In negotiating such an agreement Council shall ensure that:

- a) the structure is located on the lot in such a manner as to limit potential impacts on surrounding low density residential developments;*
- b) the development provides sufficient on-site parking, and appropriate access to, and egress from the street;*
- c) the location of the parking facilities does not dominate the surrounding area, including the utilization of vegetation and fences to mitigate the aesthetic impacts of parking lots;*
- d) any on site outdoor lighting does not negatively impact the surrounding properties;*
- e) any signage on the property is sympathetic to the surrounding residential properties;*
- f) vegetation is used to improve the aesthetic quality of the development;*
- g) the architecture of the building is sympathetic to any existing development in the surrounding area.*

In general, it could be argued the proposal is compatible with a low-density residential development. The buildings are single-level, which is the same or lower than the one and two level detached dwellings in the area. The building locations meet or exceed the minimum setbacks required by the Bylaw, with the closest dwelling being 8.5 m (29 ft) from the nearest property line. Each dwelling will have two parking spaces, which is double the spaces required for a single-detached dwelling, and exceeds the 1.25/unit Bylaw requirement for multi-unit dwellings. However, parking areas will not dominate the properties, with over an acre of combined green space throughout. A minimum of eight juvenile or existing trees will be required on the two properties.

Other MPS policies relevant to this issue include the following:

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.*

While these dwellings are intended for the at-market rental space, as one and two-bedroom dwellings, the development would be at the more affordable end of the market.

RP-12 *It shall be the intention of Council to ensure that new residential areas:*

- a) provide for the efficient use of land;*
- b) provide for the efficient and economic extension of existing water, storm sewer and sanitary sewer systems and other utilities;*
- c) incorporates a hierarchy of streets that efficiently and safely accommodates traffic flows and proper access to other areas of Town;*
- d) provides for the efficient and safe movement of pedestrians and cyclists;*
- e) minimizes adverse effects on the environment;*
- f) provides for parks and other community uses in safe and central locations.*

The proposal is an infill development, which speaks to the efficient use of land that does not require extension of existing town infrastructure. The street network in this area has relatively high connectivity with close access to arterial streets. The development is nearby two schools, providing easy pedestrian access for children, and it is in close proximity to the trail that runs along Dickey Brook.

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

The proposal would generally add to the mix of housing types and income groups in the 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 conforms with the general intent of MPS Policy A-5. There will be no undue impact on the town's financial capacity, or the adequacy of municipal infrastructure. With regard to the extent to which the development might conflict with adjacent and nearby land uses, once construction is complete, the proposal is not likely to result in significant negative impact on the surrounding neighbourhood. The additional 16 dwelling units will result in increased traffic along Rupert and Dickey Streets; however, the 1-2-unit dwellings will likely contain mostly older 1-2 person households. On average, this household type tends to have very low car trip generation.

DISCUSSION:

The proposal generally conforms to the relevant policies of the MPS and LUB. The redevelopment of an existing vacant property, along with the provision of more affordable housing makes this a positive development for the neighborhood and the Town in general.

FINANCIAL IMPLICATIONS: There is a storm water pipe running diagonally across the subject property that drains storm water from Rhodes Avenue to Dickey Street. The town will redirect this flow into a ditch within an existing town easement along the northwest property line. This work is required regardless of this proposal, and will be done by town staff at a cost of approximately \$8,000 to be paid from Operations Department operating budget.

SOCIAL JUSTICE IMPLICATIONS: None specific to this issue.

ENVIRONMENTAL IMPLICATIONS: None specific to this issue.

COMMUNITY ENGAGEMENT:

An advertised virtual public hearing was held on May 19, 2021 at which three members of the public were in attendance including the developer. There was no opposition to the application. A video of the hearing has been made available.

A virtual public participation opportunity advertised in accordance with the Policy for Public Participation and Notification was held on March 3, 2021. A video of the meeting has been made available, and a summary is provided as part of the information package. Some of the concerns raised at the meeting are listed below with staff comments.



Land values – this townhouse development form has become prevalent throughout town, often in similar infill situations. It is unlikely that the development will have a negative impact on property values in the surrounding neighbourhood.

Drainage – the town will relocate its existing storm sewer that drains water from Rhodes Avenue to the town's existing sewer easement located along the western property line. The draft development agreement includes a requirement for the developer to provide an storm water management plan from a qualified professional (engineer).

Trespassing – the potential for trespassing to increase on adjacent property as a result of this development is low.

Parking – two parking spaces will be provided for each unit.

Too many families, too much density – while the density for this development will be higher than the low-density development to the south and west, at 11 units per acre, this is not high density. For further context, the lot coverage will be a relatively low at 22%.

Traffic – the surrounding transportation network can accommodate the traffic generated by this development.

Construction timeline – Given the impact of the pandemic on availability of materials, contractors and other external factors, the proponent is not prepared to provide a construction timeline. It should be noted that within a development agreement, the town does authority to dictate the timing of development

Garbage – waste facilities have been located on the site plan, and adherence with the town's Solid Waste Bylaw is stipulated in the agreement.

As a result of the Public Participation Opportunity, the developer has confirmed the number of parking spaces, and provided clarity around the amount of amenity space. No further changes have been made to the proposal. The Planning Advisory recommended a storm water management plan and the applicant agreed to this suggested requirement.

ALTERNATIVES: 1) Refuse to enter into the proposed development agreement, siting specific Planning Strategy polices with which the proposal is in conflict.

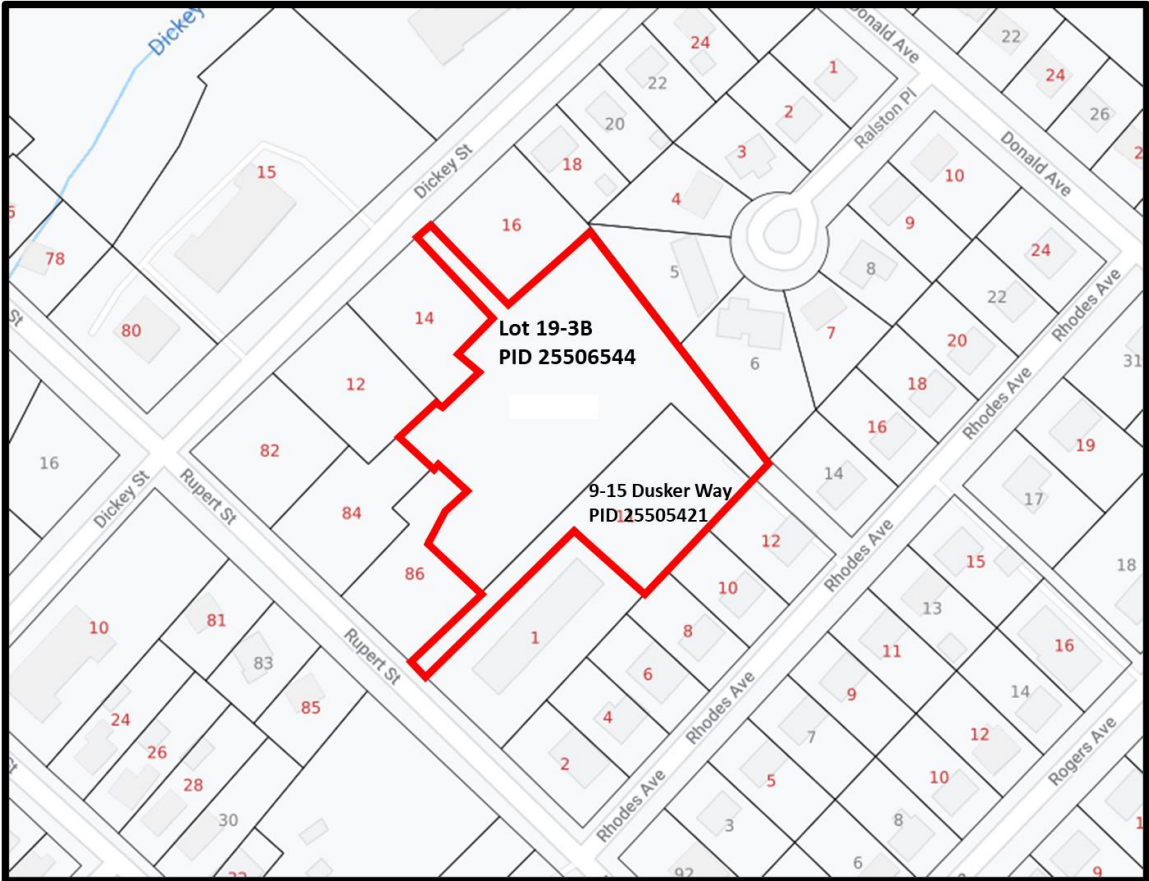
2) Defer this issue back to the Planning Advisory Committee for further information.

ATTACHMENTS: 1) Draft development agreement; 2) Diagrams; 3) Public Participation Opportunity Summary

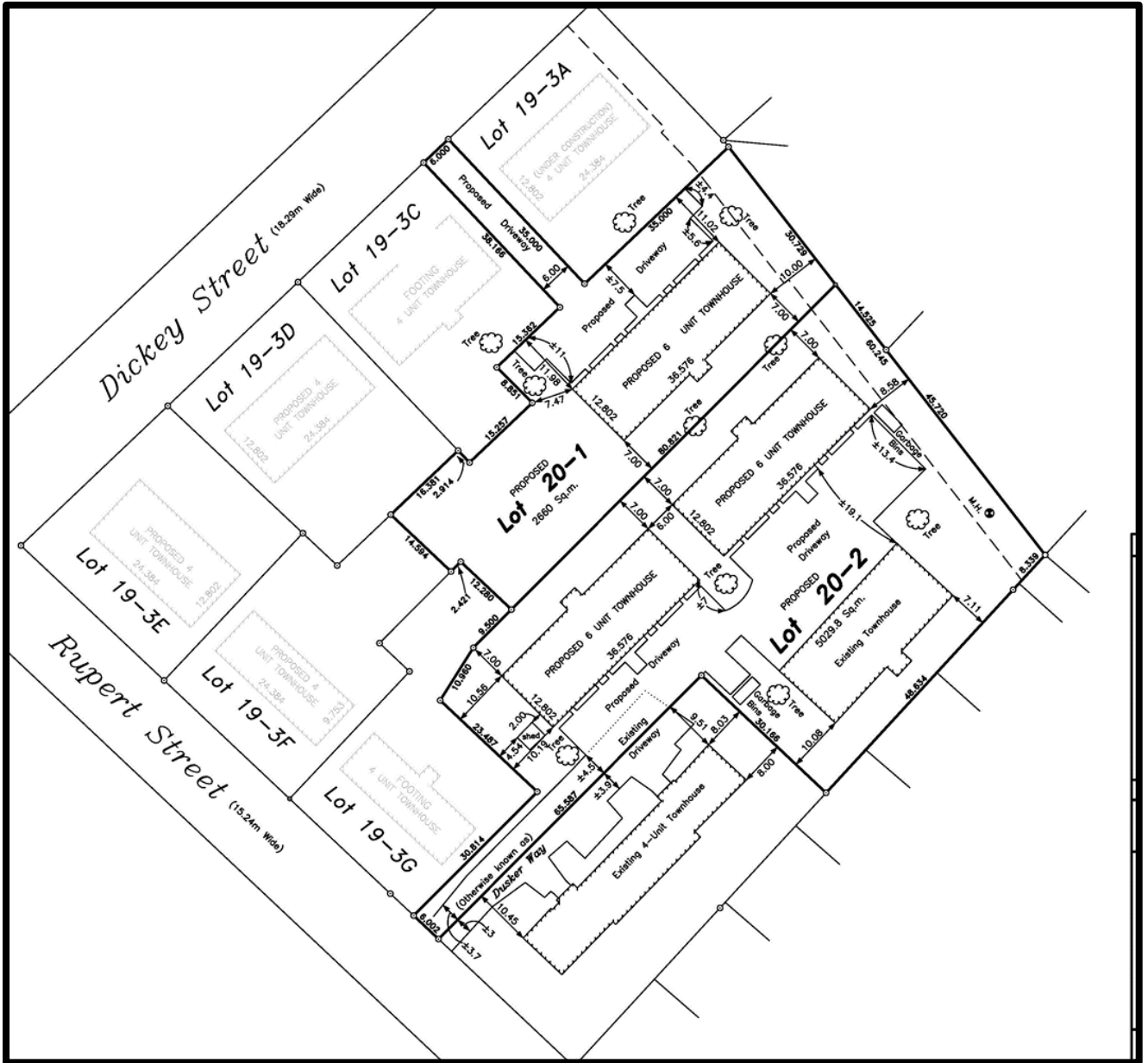
Report prepared by:

Report and Financial approved by:

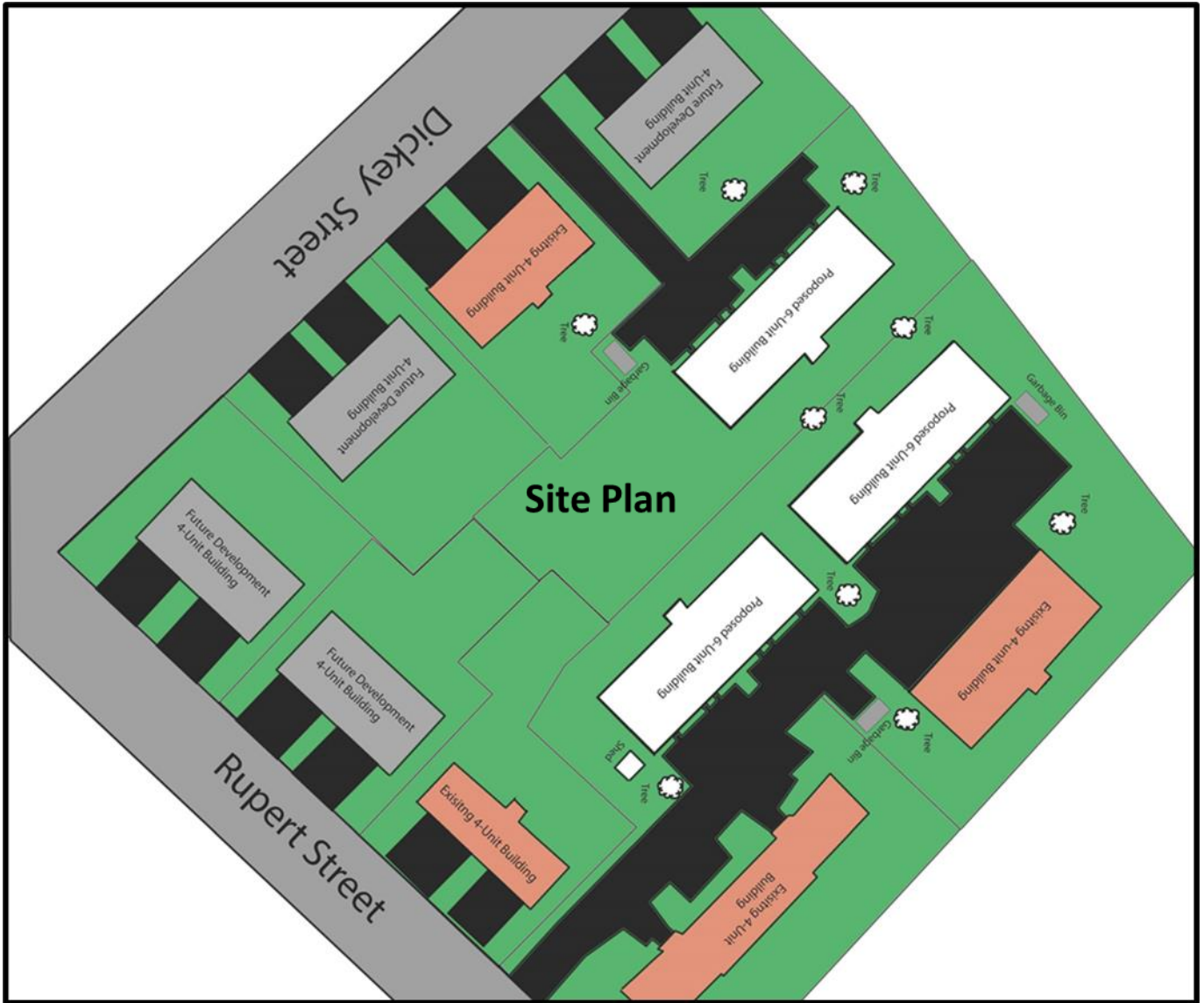
Property Location



Site Plan



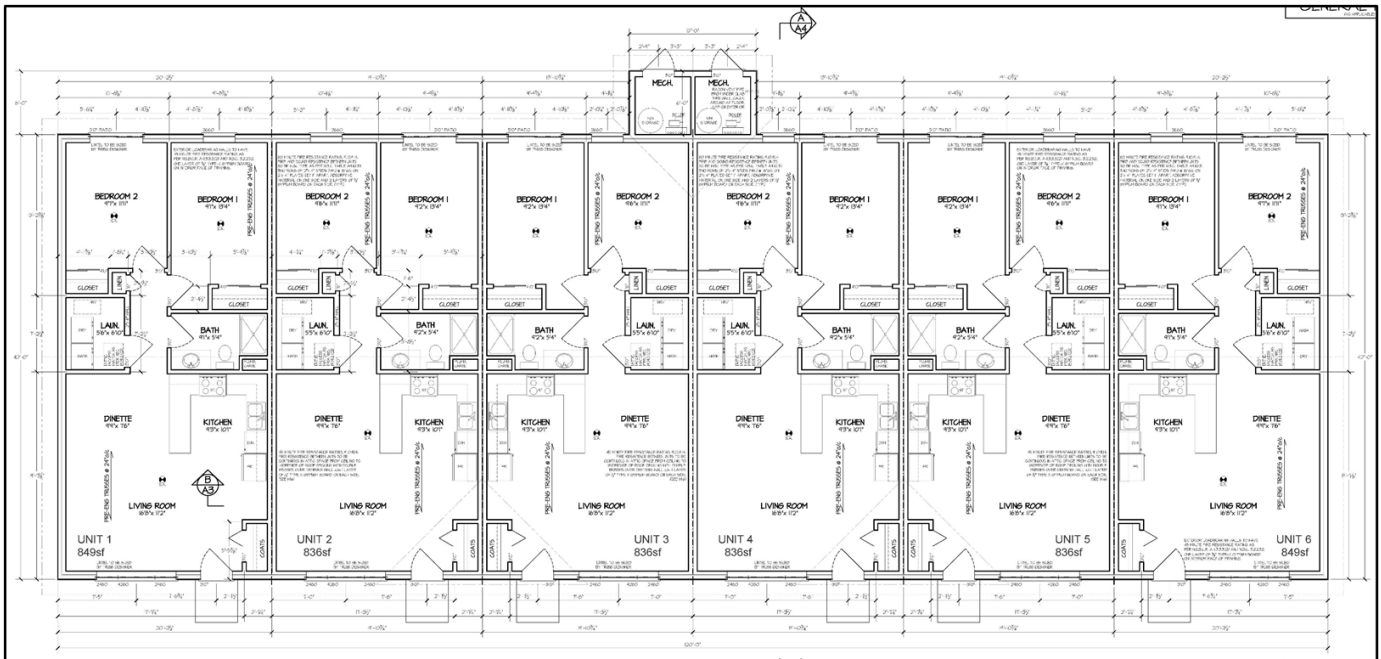
Site Plan



Proposed 6-unit Townhouse Dwellings



COMPU
30588 3/20



MEMO

TO: Mayor Kogon and Members of Council
Planning Advisory Committee

FROM: Kim Jones, Municipal Clerk

DATE: March 4, 2021

RE: **Public Participation Summary**

A Public Participation Opportunity was held on Wednesday, March 3, 2021 at 5pm.

The issues were a Development Agreement application for Lot 19-3B, between Dusker way, Dickey Street, and Rhodes Avenue to allow for construction of three, 6-unit townhouse dwellings. Please find attached a property location map, site plan, and building elevation attached.

There were 12 people in attendance at the PPO, including the owner of the subject property, Andrew Cameron.

As per policy the following public notifications were used:

- Ad published in the Wednesday, February 24, 2021 edition of the Cumberland Wire
- Registered Letter to property owner mailed on February 18, 2021
- 60m mail outs were sent on February 18, 2021
- 30m hand outs delivered on February 22, 2021

Members of the public that attended include:

- John McAllister, 6 Ralston Place
- Jim Swetland, 85 Rupert Street
- Laura and Eldon Paugh, 32 Charles Street/83B Rupert Street

The Clerk received one written submission in favor of the application which is included in the package. The Clerk also received a written submission of questions for the PAC and Council to consider, which is also included in the package.

The following is a summary of the discussion:

Andrew Cameron, owner of Lot 19-3B thanked Andrew Fisher for explaining the concept of the project and would like to hear any thoughts or comments that people have. He is looking forward to developing in this area and this part of town. If there are any questions, I will do my best to answer them.

John McAllister, 6 Ralston Place, I have a few concerns, some of the concerns were sent in (*as attached to the staff report*). Mr. Fisher stated that those concerns will be provided to the Planning Advisory Committee and Council. Mr. McAllister stated that the main concern is property values, the resale potential and how it will affect our property values going forward. These are rental apartments, not condos that are for sale, so there will be transient people going in and out of them over the next 5-10 years. So, the impact on the surrounding values is a concern. Sometimes rentals tend to go down in quality.

That lot has always had a water problem, Dickey school used to flood quite a bit. I have talked to some contractors in the area, and they have pointed that out to Mr. Cameron that there is going to be a water problem with this lot. The existing ones that are on the lot are quite low. That again could impact the quality of the places.

Another issue I had was people walking across our property to get to school. we had to endure that for years, kids coming across to get to R.B Dickey school. I don't see any proposed walkways or enhancements of the walkways that are there now. I would also like to have a fence erected at the back of our property right up through, from Dickey Street to Rhodes Avenue. During the construction of the existing 4 units that are there now, we had to always pick up construction material, stuff that would blow over onto us. A proper fence, not just a steel one you can see through, that would block some of the view.

Another concern is tensions arising with the parking. I have viewed some of the places on Marshview Estates, and there are some issues with parking. People say parking is too tight in some of these areas that Mr. Cameron is developing. I have spoken with some of the tenants down there and they have raised that issue to them. That's a lot of families living on 1.9 acres. There are 16 families there now, and you are going to add another 18 families with 3 6-units and another 4 proposed. You will have 50 families living on this former R.B Dickey property. That is really pushing the limit. I urge the Committee to take these issues into consideration. I would like to see that property developed too because it was an eyesore for years.

Councillor Christie asked if there was any proposed green space for the residents, other than what the individual units would provide; and reassure my mind that we are not just at the minimum settings, that we are within the guidelines and a little more than just the minimum settings. Mr. Fisher stated that the amenity space he spoke of earlier, was the area directly behind those units. In addition to that, beside the units would be green space, the interior lot would also be common green space as well. The buildings are surrounded by common green space/amenity space areas, as well as the central larger space. Councillor Christie then asked if there was a development plan for those areas that we are aware of. Mr. Fisher replied no, this development agreement does not include any further development. Councillor Christie added that the parking looks like

they park out onto the street, rather than into each others' units. Mr. Fisher stated that Dusker Way is a private driveway, it is a lane, not a public street. It is maintained by the developer. It is not a street; it is more of a common driveway.

Mr. McAllister asked about the water courses there. There is a small ditch that the Town covered. Is some of the buildings proposed to cover this ditch? Mr. Fisher stated that there is a drainage ditch, that was piped by the town previously. There is a drainage easement in favor of the town that directs that water from Rhodes Avenue to Dickey Street, then eventually into the brook. Mr. Cameron added that part of this is to ensure water is not stuck on this lot, and working with Ben Pitman, the town engineer, to make sure that the culvert, which is think is just outside of the easement. There is an 8 - 10-meter easement on that side of the property where nothing is allowed to be built. One of the next steps is to work with the engineer to make sure we don't have water problems. Mr. McAllister then asked if the property would have to go through an environmental assessment. Mr. Fisher stated that an environmental assessment would be something that is dealt with usually when a developer buys the property. As far as I know, the property does not have any history of environmental issue. Mr. Cameron added that the person who originally purchased the R.B Dickey School had Phase 1 of the environmental assessment done, it showed no issues at that point. From there, we got the old report and did not go forward with another assessment because we didn't this anything had changed for us to suspect something.

Jim Swetland, 85 Rupert Street, stated that he also shared a few of the concerns that Mr. McAllister had brought up. For one, the density, it looks like there sufficient space on the diagram, however it is a relatively small lot. From the diagrams, it looks like there are no garages, so they will have to park in front or behind their unit. The new 4 unit across from us, each of those units have 2 cars. With the new units that have been put it, the traffic has definitely increased since we moved in 3 years ago. I am concerned about traffic coming up and down Rupert Street. Also, because it will not be town services for snow removal, at the moment Dusker Way is gravel. None of the parking spaces have been paved. If you increase the traffic, there will be move dust than last summer. In 2019 I had put in a complaint with the town because the lot was a hayfield. Also, I would like to know the timelines for the developers start date, are they going to start all 3 at once, or is this a plan that will be three years in development. Mr. Cameron replied that the paving is not done yet. We had Costin Paving in late September, and they told us to wait. There are a lot of variables on schedule for construction at this time. This is step 1. Mr. Swetland added that I have spoken with some of the neighbors, and they have also complained with the amount of dust and dirt flying around from the driveways.

Mr. Allister asked if Mr. Cameron has any stipulations of tenants who live there now. One tenant had 3 big bags of garbage on their back steps. Just wondering if there are any covenants of things they can and can't do. Mr. Cameron stated that

they do have detailed contracts, that they have added to overtime, that all tenants must sign.

I have attached the information package. The session was streamed to YouTube and the video can be viewed here: <https://youtu.be/9I1IZBFim8>

A meeting of the Planning Advisory Committee will be scheduled in the near future.

Case No: DA-2021-XX

This Agreement made this _____ Day of _____ 2021.

Between:

Ocean Breeze Estates Limited (owner of property located at Lot 19-3B [PID 25506544] and 9-15 Dusker Way [PID 25505421], 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-9 of the Municipal Planning Strategy of the Town of Amherst, to construct three 6-unit townhouse dwellings in addition to the existing 4-unit townhouse dwelling on properties located at Lot 19-3B (PID 25506544) and 9-15 Dusker Way (PID# 25505421).

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 ____th 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 Location Map
- (c) Schedule 'C' – Site Plan
- (d) Schedule 'D' – 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 reconfigure the properties to create Lot 20-1 and 20-2 and construct a maximum of twelve (22) dwellings units on the said Lands, subject to Schedules A, B, C, and D 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) 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.
- 7) The 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

CAO

FOR THE OWNER

Andrew Cameron

Schedule A

Lot 19-3B & 9-15 Dusker Way - Development Agreement

Terms and Conditions:

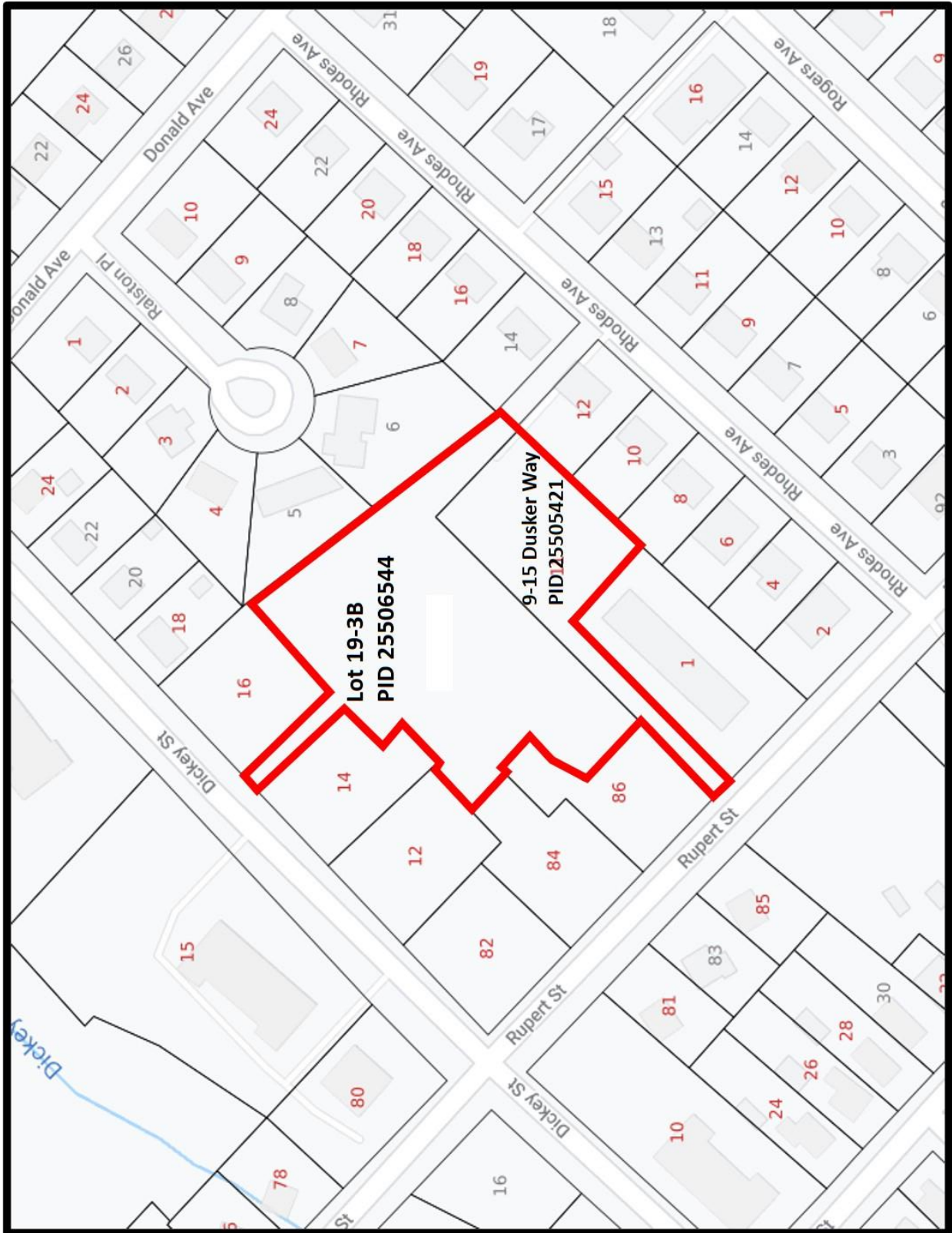
1.0 USE OF LAND AND BUILDINGS

- 1.1 The use of the properties shall be limited to residential uses within a maximum of twenty-two (22) dwelling units within three 6-unit townhouse dwellings and one existing 4-unit townhouse dwelling in the general location shown on Schedule 'C'.
- 1.2 A minimum of two parking spaces shall be provided for each dwelling unit on the Lands and shall be generally configured as shown on Schedule 'C'.
- 1.4 Accessory buildings may be permitted on the Lands in accordance with the *Town of Amherst Land Use Bylaw*.
- 1.5 The townhouse dwellings shall generally conform to the designs shown on Schedule 'D'. Variations to the architectural details and footprint of the dwellings may be permitted, to the satisfaction of the Development Officer. Such changes shall not be considered substantial.
- 1.6 The Owners shall be responsible for the planting and ongoing maintenance of a minimum of eight (8) juvenile trees at least 1.5 metres in height across the two properties.
- 1.7 The Owner shall be responsible for maintaining screened solid waste containment areas, generally in the locations shown on Schedule 'C'.
- 1.8 Paving of the driveways and parking areas shall be completed for each dwelling within twelve (12) months from the date an Occupancy Permit is issued.

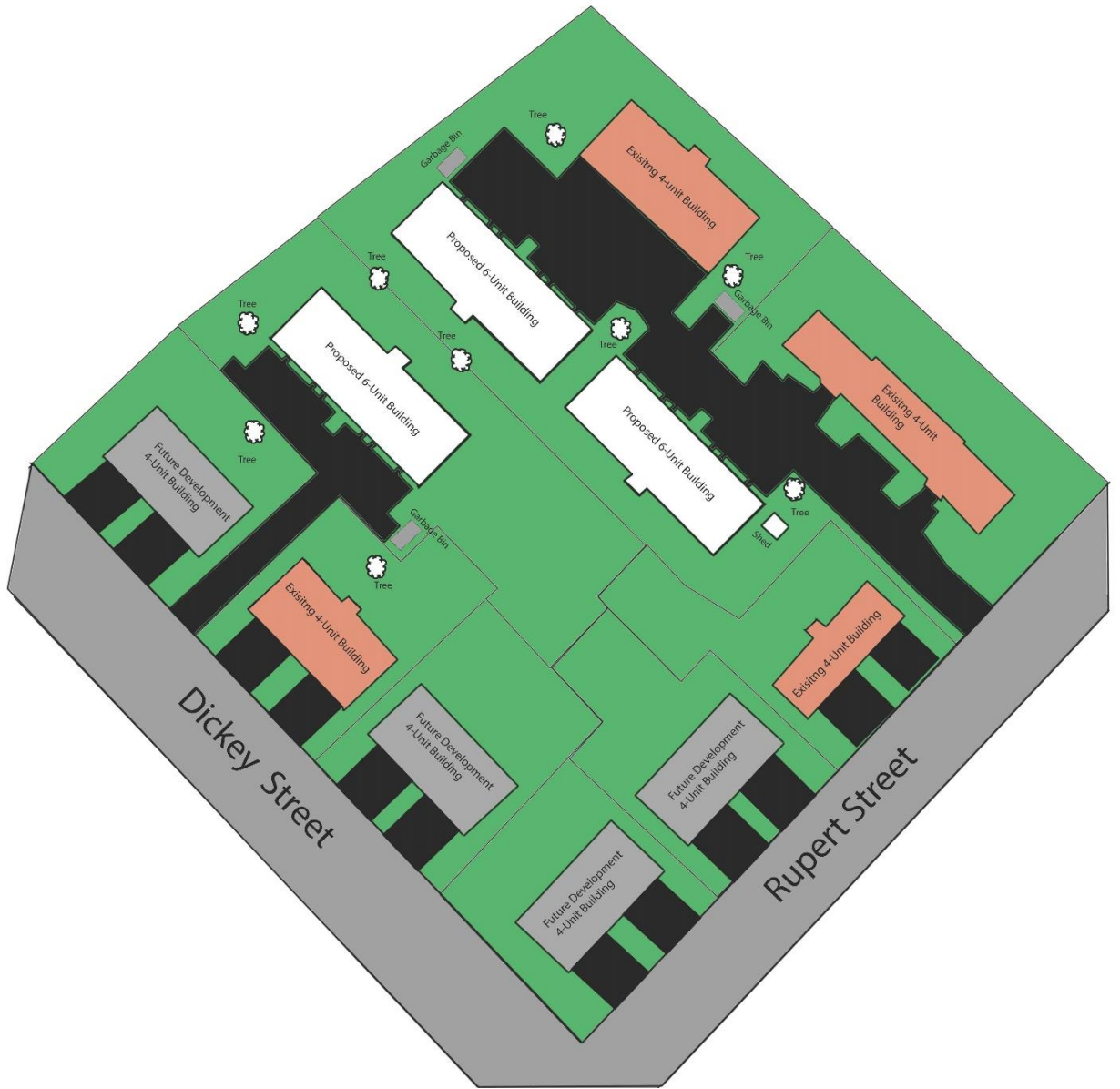
2.0 GENERAL REQUIREMENTS

- 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 Signage on the property shall conform to the Town of Amherst *Land Use Bylaw*.
- 2.3 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.4 Solid waste management shall be in conformance with the Town of Amherst *Solid Waste Bylaw*.
- 2.5 The Owner shall provide a storm water management plan, completed by a qualified professional to the satisfaction of the Town Engineer.
- 2.6 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste.

SCHEDULE 'B'



SCHEDULE 'C



SYNOPSIS

8 Croft Street

Development Agreement Discharge

The attached 1991 development agreement for 8 Croft Street provided for a building expansion for use as a 'Level 2 Developmental Program'. This was the former location of the Bridge Adult Service Centre that is now located on Station Street. For several years the subject property has been used for a mix of commercial and upper floor residential uses, which comply with the Land Use Bylaw. As such, the development agreement is no longer necessary or appropriate and the owner has requested that the agreement be discharged.

MOTION:

That the request to discharge the 1991 development agreement for 8 Croft Street be approved by Council.

TO: Mayor Kogon and Members of Council

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

DATE: May 25, 2021

SUBJECT: Discharge Development Agreement for 8 Croft Street

ORIGIN: Request by the property owner of 8 Croft Street to discharge a 1991 development agreement that allowed for the expansion of the former 'Bridge Adult Workshop'.

LEGISLATIVE AUTHORITY: MGA section 229 (1) A development agreement is in effect until discharged by the council. (2) A council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner. (3) After a development agreement is discharged, the land is subject to the land-use by-law.

RECOMMENDATION: That the request to discharge the 1991 development agreement for 8 Croft Street be approved by Council at the May 25, 2021 meeting.

BACKGROUND: The attached 1991 development agreement provided for a building expansion for use as a 'Level 2 Developmental Program'. This was the former location of the Bridge Adult Service Centre now located on Station Street. For several years the subject property has been used for a mix of commercial and upper floor residential uses, which comply with the Land Use Bylaw. As such, the development agreement is no longer necessary or appropriate.

DISCUSSION: The pending sale of the subject property is contingent on the agreement being discharged. The agreement is outdated and does not reflect current use of the property.

FINANCIAL IMPLICATIONS: None specific to this issue.

SOCIAL JUSTICE IMPLICATIONS: None specific to this issue.

ENVIRONMENTAL IMPLICATIONS: None specific to this issue.

COMMUNITY ENGAGEMENT: None required or advised.

ALTERNATIVES: 1) deny the request to discharge the agreement 2) Direct staff to provide more information.



ATTACHMENTS: 1991 Development Agreement for 8 Croft Street.

Report prepared by: A. Fisher

Report and Financial approved by:

1040

CASE NO. DA-90-06
Draft for execution

THIS AGREEMENT MADE THIS 30th day of January 1991.

BETWEEN:

Province of Nova Scotia
County of Cumberland

Canadian Association of
Community Living hereinafter
called the "Owner"

I hereby certify that the within instrument
was recorded in the office of Deeds Office
at Amherst in the County of Cumberland, N.S.,
at 10:20 o'clock A.M., on the 4th
day of Feb. A.D., 1991 in
Book No. 562 at Pages 1040-1044
as Document Number 629

OF THE ONE PART

- and -

the Town of Amherst, a body
corporate hereinafter called
the "Town"

OF THE OTHER PART

[Signature]
Registrar of Deeds for the Registration
District of Cumberland County

WHEREAS the Owner wishes to obtain permission pursuant
to Policy 7.7.1 in the Municipal Planning Strategy of the Town of
Amherst, to expand their existing building in the Town of
Amherst, said property more specifically being as shown on
Schedule "A" attached hereto, and as shown on a survey plan
titled "Plan of Consolidation, Lot 90-AB, lands of the Canadian
Association for Community Living" by Russell Atkinson, NSLS,
dated December 19, 1990, approved by the Development Officer on
December 20, 1990, and registered at the Registry of Deeds as
Plan No. P1536 on December 20, 1990.

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 meetings on
September 12 and September 27, 1990, approved the said
Development Agreement to permit the construction of the aforesaid
development, subject to the registered owner of the land
described herein entering into this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES 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, hereinafter called the "lot" and, that this
Agreement applies only to the said lot, as described by the
Survey Plan.

SEE
PLAN #
1571/91

2. That the Owner may demolish the existing structure on property LRIS #25016874 and construct and operate on the said lot an extension and parking area for the purpose of operating a Level 2 Developmental Program to supplement their sheltered workshop, subject to the provisions of this Agreement and subject to a demolition permit granted by the Town.

3. That the development shall be constructed and operated by the Owner as indicated in the text of this Agreement and the graphic representation shown in Appendix "B". The Owner shall maintain all of the works in good order. In addition to the detail shown on Schedule "A" and as stated elsewhere in this Agreement, the following shall apply:

- (i) the lot shall not be for the purpose of any other use
- (ii) no expansions or other enlargements to the existing building shall be made except in compliance with the requirements of a statute. The Owner may demolish the existing store "something old, something new" providing a demolition permit is first obtained, and in its place may construct the proposed ground level extension as in Appendix "B".
- (iii) The drainage of the lot shall be maintained so as to properly carry away surface water to a disposal point approved by the Town. The Owner will pave the parking area of the lot, as indicated on Appendix "B" and designated as the "Parking Area" and subject to the approval of the Town.
- (iv) Existing signage may be continued in use, but no new signs shall be permitted except to replace existing signs with a new sign of no more than substantially the same size of the sign being replaced.
- (v) The parking area shall comply with the provisions for parking spaces and parking lots as indicated in the Land Use Bylaw of the Town of Amherst as if it applied directly and as the said Bylaw may be amended for time to time, except that the Owner will be required to provide only the number of parking spaces as on the Plot Plan (Appendix "B"), as proposed. The Owner will maintain the driveway access points in an acceptable condition to the Town.

- (vi) Any outdoor illumination is to be directed away from adjoining properties and adjacent streets. This may be accomplished by shielding light fixtures so that light directly cast from them does not fall outside the lot. This requirement does not apply to internally lit signs.
- (vii) There shall be no burning of refuse on the lot.
- (viii) The electrical facilities that serve the electrical equipment operated by the Owner must meet Nova Scotia Power Corporation specifications.
- (ix) The Owner shall operate the "sheltered workshop" and the "Level 2 Developmental Program" between regular working hours, Monday - Saturday, inclusive, 8 am - 5 pm. It is understood there may be visits outside these hours, for the purpose of loading or un-loading materials or people.
- (x) The "new building" is to be 40 ft. by 36 ft. in plan area and located as shown specifically on Appendix "B". The building shall have a maximum height of the existing sheltered workshop (see Appendix "B"). The eastern wall of the new extension shall not be built less than 3 1/2 ft. from the eastern boundary of the lot, nor the northern wall less than 20 ft. from the northern boundary (to accommodate a loading space and a parking space). At least five parking spaces for client parking shall be provided and at least two spaces shall be provided for staff on the property. The arrangement of clients' parking spaces and the aisle or aisles and driveway giving access to Croft and Albion Streets must comply with the standard provisions for parking spaces and parking lots as indicated in the Land Use Bylaw of the Town of Amherst, as if it applied directly and the said Bylaw may be amended from time to time.

4. That Appendix "B" attached hereto is an integral part of this Agreement and to be read in conjunction with the text of this Agreement, and vice-versa.

5. It is hereby agreed that where the context requires, words in the singular include the plural, and words in the plural includes the singular, and words importing the masculine gender include the feminine and the neuter genders.

6. That any failure of the Town to insist upon a strict performance 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.

7. That notwithstanding any other provision of the Agreement, the Owner shall not undertake to carry out any developments on the lot which does not comply with all of the bylaws and regulations of the Town excepting the parking requirements of the Land Use Bylaw for the intended use of the property, which are relaxed in this Agreement, and no permit shall be issued for any development which does not comply therewith.

8. That the Town shall issue the necessary permit or permits for the development or components thereof upon the expiration of the appeal period specified for development agreements in the Planning Act, Chapter 346, R.S.N.S., 1989 as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.

SIGNED, SEALED AND DELIVERED

FOR THE TOWN OF AMHERST

in the presence of

Dorritt Amos

W. J. ...
Mayor

[Signature]
Chief Administrative Officer

FOR THE OWNER

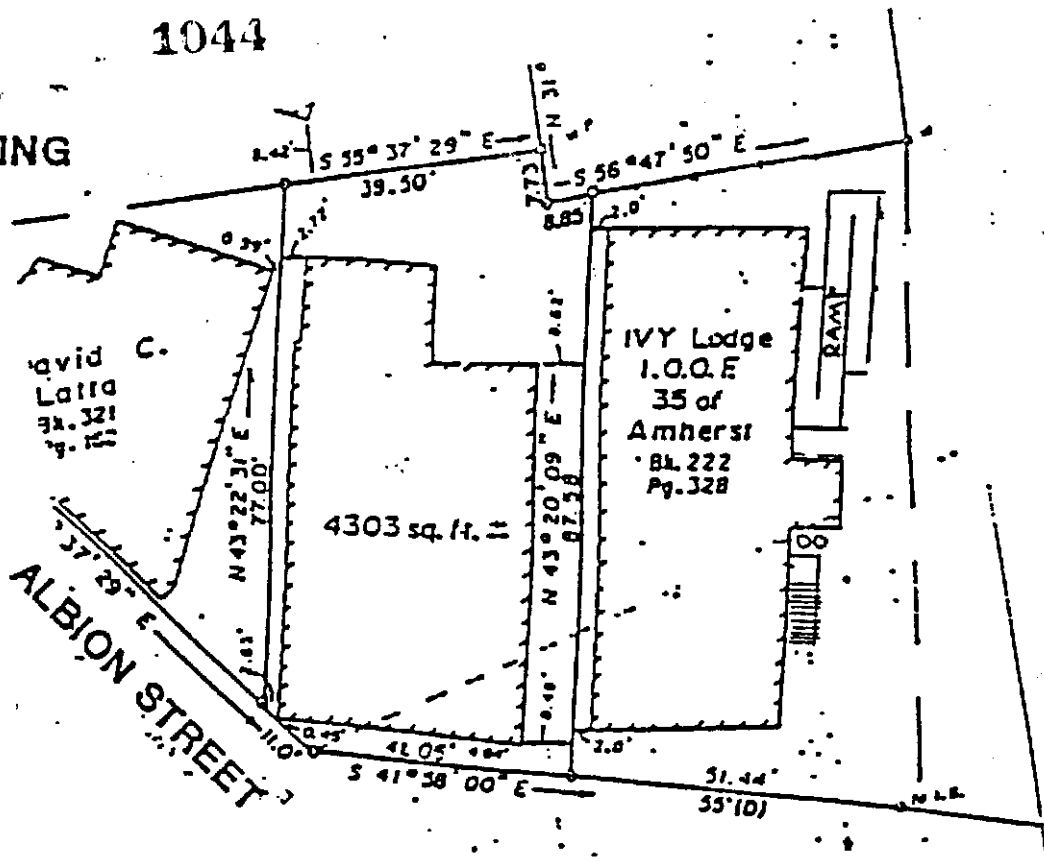
[Signature]

Att: Appendix "B"

APPENDIX B
PLOT PLAN

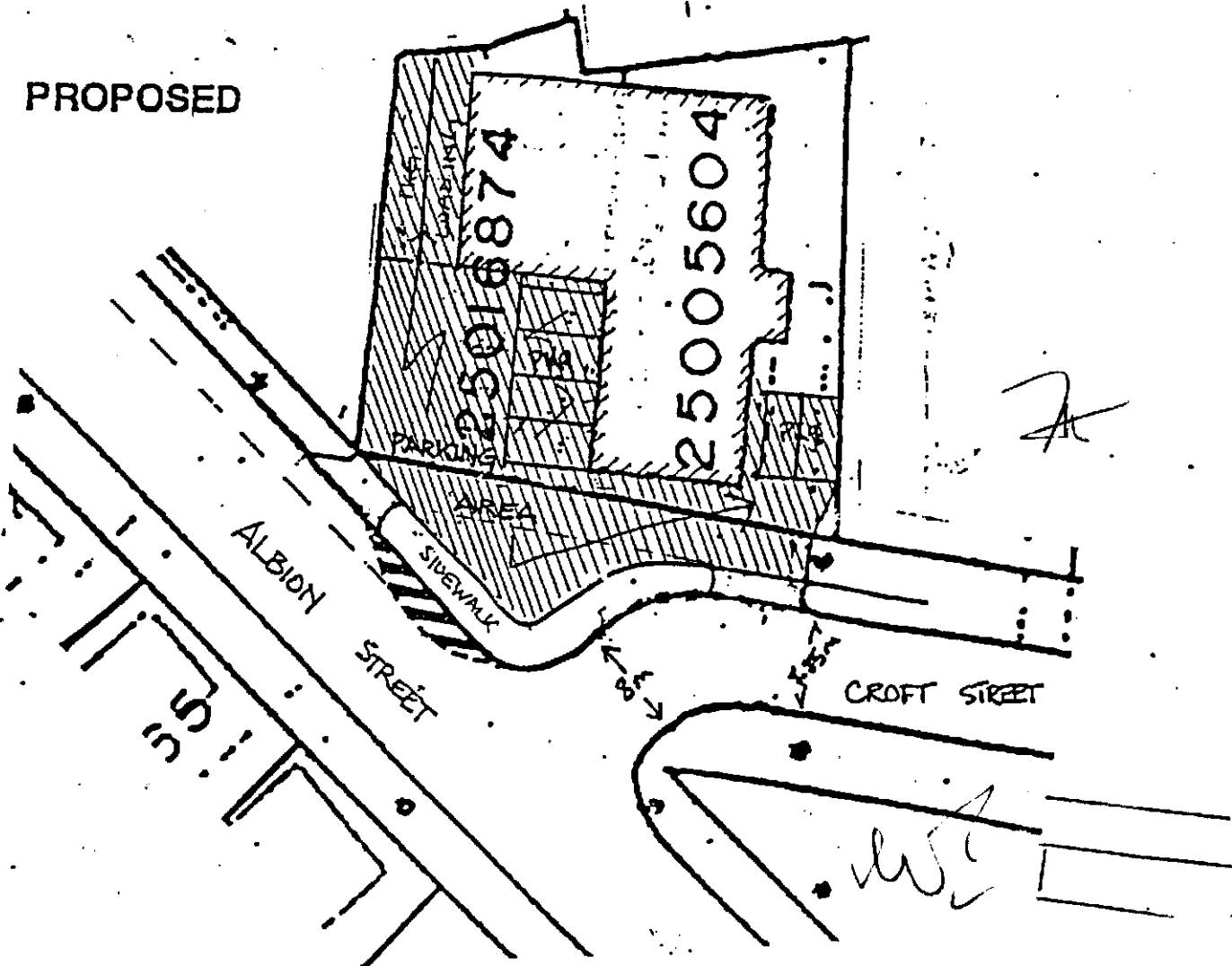
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EXISTING



Croft Street

PROPOSED



SYNOPSIS

Policy Affecting New Subdivision Streets – Alternative to Complete Construction

Under the Amherst Subdivision Bylaw, where a subdivision includes the extension of public streets and services, the developer is responsible for constructing to town specifications the water, sanitary sewer, storm sewer, street base materials, and a 6-metre-wide asphalt driving surface. Once complete, the town then takes ownership of this new infrastructure and final approval of subdivision plans is given. Once the subdivision is 50% occupied, the town installs a second 8-metre-wide layer of asphalt and any curbing that may be necessary.

The seasonal and weather-sensitive nature of asphalt installation can cause delays where a developer cannot finish the street; and therefore, cannot subdivide the lots to sell or begin building construction. The attached policy provides an option for the town to accept the street prior to installation of the asphalt, subject to entering into an agreement between the town and the developer with certain conditions including the provision of a performance surety.

MOTION:

That Council approve the policy to allow final subdivision approval prior to installation by the developer of an asphalt driving surface, subject to entering into an agreement and providing a performance surety.

TO: Mayor Kogon and Members of Council

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

DATE: May 25, 2021

SUBJECT: Policy Amendment - Final Subdivision Approval Prior to Street Paving

ORIGIN: Request from a subdivision developer due to a delay in asphalt availability, for the town to accept new streets and services prior to installation of the asphalt driving surface as required by the Amherst Subdivision Bylaw.

LEGISLATIVE AUTHORITY: Municipal Government Act Section 271 (5) A subdivision by-law may require that prior to approval of a final plan of subdivision the applicant shall: (c) lay out, construct, grade and pave, in whole or in part, any street in the area of land being subdivided to the standards pre- scribed by the municipality, or in the alternative, enter into a bond or other security satisfactory to the municipality to: (f) lay out, construct, grade and pave, in whole or in part, any street in the area of land being subdivided to the standards pre-scribed by the municipality, [.]

RECOMMENDATION: That the policy to allow final subdivision approval prior to installation by the developer of an asphalt driving surface, subject to entering into an agreement and providing a performance surety, be approved by Council at the May 25, 2021 meeting.

BACKGROUND: Under the Amherst Subdivision Bylaw, where a subdivision includes the extension of public streets and services, the developer is responsible for constructing to town specifications the water, sanitary sewer, storm sewer, street base materials, and a 6-metre-wide asphalt driving surface. Once complete, the town then takes ownership of the new street and services, and final approval of subdivision plans is given. Once the subdivision is 50% occupied, the town installs a second 8-metre-wide layer of asphalt and any curbing that might be required.

It is important to note that any newly created lot requires frontage on a public street.

The seasonal and weather-sensitive nature of asphalt installation often causes delays where a developer cannot finish the street, and therefore, cannot subdivide the lots to sell or begin building construction. The attached policy provides an option for the town to accept the street prior to installation of the asphalt, subject to entering into an agreement between the town and the developer with the following conditions:

1. All water, sanitary, storm and street base infrastructure is completed to town standards;



2. The developer provides a performance surety equal to 125% of the cost to complete the asphalt.
3. The developer's engineer confirms compliance with the Subdivision Bylaw specification prior to asphalt installation.
4. A date is established to complete the asphalt installation. If the date is not met the town can either extend the date, or complete the work and the developer forfeits the surety.

DISCUSSION: As indicated by the specific provision in the MGA noted above, this policy allows an arrangement between the developer and the Town that is common in other municipal units. The up-front capital cost of constructing new streets and services is significant, which is part of the reason why new subdivision development has been slow in Amherst in recent years. This option provides the developer some flexibility while protecting the Town's interest to only accept new streets and services that meet the necessary standards.

FINANCIAL IMPLICATIONS: The requirement for a performance surety protects the Town against negative financial implications.

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

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

COMMUNITY ENGAGEMENT: Community engagement is not required at this time.

ALTERNATIVES: 1) Do not adopt the policy and maintain status quo; 2) Direct staff to make changes to the policy.

ATTACHMENTS: Draft policy including draft subdivision security agreement

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

DEPARTMENT: PLANNING

TITLE: New Subdivision Streets – Final Subdivision Approval Prior to Street Paving

Minutes reference date:

Revision date:

PURPOSE:

To provide developers of new subdivisions, where new streets are to be constructed and conveyed to the Town, the option to receive final subdivision approval prior to completing the asphalt driving surface as required by the Subdivision Bylaw, subject to the conditions set out in this policy.

POLICY:

1. Alternative to Complete Construction

This policy shall only apply where all requirements as set out in the Amherst Subdivision Bylaw for the extension of streets and services have been completed, except the supply and installation of an asphalt driving surface in accordance with the Amherst Subdivision Bylaw. As an alternative to the completion of the asphalt driving surface before acceptance of a public street, the Developer may, before approval of the final subdivision plan is given, enter into a written agreement with the Town in accordance with this policy.

2. Contents of Agreement

Where an agreement is entered into between the Developer and the Town, the agreement shall contain provisions satisfactory to the Town with respect to any or all of the following:

- a) the time within which the supply and installation of an asphalt driving surface shall be completed;
- b) the requirements for the Developer's engineer to confirm compliance with Subdivision Bylaw specifications;
- c) the acceptance of any streets and services by the Town;
- d) any other matter related to the requirements of the Amherst Subdivision Bylaw, Municipal Planning Strategy and Land Use By-law relative to the subdivision and servicing of land; and
- e) cost estimates provided by the Developer.

3. Performance Surety

Where a Developer proposes to complete the supply and installation of an asphalt driving surface after receiving final subdivision approval, the following shall be required:

DEPARTMENT: PLANNING

TITLE: New Subdivision Streets – Final Subdivision Approval Prior to Street Paving

Minutes reference date:

Revision date:

- a) the Developer shall post a performance surety, satisfactory to the Town, in the amount of one hundred and twenty-five percent (125%) of the estimated cost to complete the asphalt driving surface and any other requirement of the Amherst Subdivision Bylaw;
- b) the Developer shall submit to the Development Officer for approval, an estimate of costs to complete the supply and installation of the asphalt driving surface provided by a recognized asphalt paving company and the Development Officer may revise the estimate if it is, in the opinion of the Town inadequate, and the decision of the Town shall be final;
- c) the performance surety shall be posted before approval of any final plan of subdivision is given by the Development Officer;
- d) the performance surety shall be in favour of the Town and may be in the form of cash, certified cheque or letter of credit or bond issued by a bank, surety or guarantee company licensed by the Province of Nova Scotia and conditional on the execution and completion of the agreement in accordance with terms of the agreement and the requirements of the Amherst Subdivision Bylaw and it shall not be subject to cancellation, termination or expiration during the period of time for completion of the work;
- e) where the performance surety is paid in cash or by certified cheque, the cheque will be cashed and all monies paid in cash will be held by the Town and returned without interest to the Developer upon confirmation by the Town that the work meets the Town's specifications;
- f) where installation of the asphalt driving surface is not completed by the date stipulated in the agreement, the Town shall, at its sole discretion, grant an extension, or complete the asphalt driving surface and the Developer shall forfeit the performance surety.

4. Authority

The Chief Administrative Officer may enter into the surety agreement on behalf of the Town and may grant an extension to such an agreement where the CAO determines it to be in the best interest of the Town.

Agreement No: SA-2021-X

This Agreement made this _____ Day of _____ 2021.

Between:

Developer X (owner of property located at Address [PID xxxxxxxx], 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 final subdivision approval of property located at [address] (PID xxxxxxxx) prior to completing the asphalt driving surface as required by the Town of Amherst Subdivision Bylaw;

AND WHEREAS a condition of the granting final subdivision approval is that any newly created lot have frontage on a public street;

AND WHEREAS the Town of Amherst Subdivision Bylaw requires that where a proposed subdivision involves the construction or extension of a public street or public water, sanitary sewer, or storm sewer systems, the Owner shall construct and provide such streets and services, free of encumbrances to the Town in accordance with Town of Amherst Development Standards of said Bylaw.

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

- (a) Schedule 'A' – Proposed Subdivision Survey Plan
- (b) Schedule 'B' – Town of Amherst Subdivision Bylaw Schedule "F" Development Standards
- (c) Schedule 'C' – Engineer's confirmation of completion

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Town final subdivision approval 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 A attached.
- 2) 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.

- 3) 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.
- 4) 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 the terms of this agreement have been satisfied.
- 5) Prior to entering into this agreement and final subdivision approval is issued, the Owner shall have provided to the Development Officer:
 - a) written confirmation from the Owner's engineer that the streets and services, except the driving surface, have been constructed to town standards as provided in Schedule 'B';
 - b) an estimate of costs to complete the supply and installation of the asphalt driving surface from a recognized asphalt paving company and the Development Officer may revise the estimate if it is, in the opinion of the Town inadequate, and the decision of the Town shall be final;
 - c) a performance surety, satisfactory to the Town, in the amount of one hundred and twenty-five percent (125%) of the estimated cost to complete the asphalt driving surface and any other requirement of the Amherst Subdivision Bylaw;
- 6) The Owner shall complete the asphalt driving surface on or before [Date].
- 7) The Owner's engineer shall inspect the streets and services no more than seven (7) days prior to the installation date of the asphalt driving surface, and provide written confirmation to the Development Officer that the streets and services comply with the Subdivision Bylaw specifications, as provided in Schedule 'B', and where deficiencies are identified the Owner shall correct these deficiencies prior to installation of the asphalt driving surface.
- 8) Where installation of the asphalt driving surface is not completed by the [Date], the Town shall, at its sole discretion, grant an extension, or complete the asphalt driving surface and the Developer shall forfeit the performance surety.

SIGNED, SEALED AND DELIVERED

In the presence of

THE TOWN OF AMHERST

CAO

FOR THE OWNER

DRAFT

External Committee Report

Cumberland Public Libraries

May 2021

Covid-19

Since April 28, all Cumberland Public Libraries locations are closed to the public due to Covid restrictions. Grab N' Go contactless pick up of library materials will be available until libraries are open again to the public. Borrow by Mail is available to all citizens of Cumberland County.

Wifi will still be available to use even without a library card. Patrons can also access our online services including ebooks, audiobooks, magazines, online learning and more.

Summer Reading Club 2021

Summer Reading Club starts June 15 and it's not just for kids. Summer Reading Clubs are available for ages 3-103, with prizes being awarded to all age groups throughout the summer.

Planning has begun and Julie has lots of exciting things planned for the children this summer. This year's theme will be Game on, and programs may include scavenger hunts, puppet show, STEM activities, Fold-it Friday (origami) and an outdoor activity bag. Check out the library this summer, we'll be offering lots of virtual programs for children ages P-6.

Statistics

In the month of March, Cumberland Public Libraries signed out over 5,529 items, 2724 items in Amherst alone. This includes books, movies, TV shows, magazines and more.

Also in March, Cumberland Public Libraries held 28 virtual programs with 542 views and distributed 604 Take and Make crafts. The Four Fathers library had 1,996 in person visits.

Next Board meeting June 3, 2021.

External Committee Report

Cumberland YMCA

May 2021

We collected 49 completed surveys for “Understanding Homelessness in Cumberland County: A Service Based Count”. Staff are working on creating a data input and analysis tool and will be inputting the data shortly. This data will then be exported to a community-based researcher to analyze and create a report.

We were awarded a \$42,000 grant from Research Nova Scotia, who are administering the grant for the Government of Nova Scotia to develop and implement a Youth Gambling Awareness Program (YGAP). This program will be modelled on the YGAP at the YMCA of Greater Toronto. This money will be used to hire a new staff person in the role of Youth Outreach Worker.

The federally funded Housing Support position (through AHANS) has been extended until September 2021, at which point they anticipate continuing the funding for at least another year. The provincially funded positions (Diversion Support and Trusteeship) have been extended for another year.

Working with the elementary schools across the County we delivered 635 gardening kits through the Growth in the Garden program. These kits included a workbook, gardening brochure, soil, pots and four types of seeds (tomato, basil, peppers, cilantro). We have also received federal funding for a regular Community Development Assistant summer student position.

POSTPONED: Dale's swim (Dale Fawthrop) will be taking place on May, 7, 2021 for his birthday. This will be a peer fundraiser with limited in-person participants (four plus a lifeguard). Dale has set a goal to raise \$231 (three times his age). This will be done using our online platform with a page setup specific for Dale.

On the hot tub system, we have removed the sand filter (which split a seam) and installed a cartridge filter. We also exchanged our 1-1/2 HP motor for a 1/2 hp motor. This will save approximately \$500.00 a year in electrical costs. The changeover cost less than a new fibreglass sand filter tank. It will be easier to clean (as the filter is just pulled and rinsed) and the life of a filter is 2-3 years. A replacement filter is approximately. \$240.00.

All of the outside lights have now been changed from sodium to LED. Roof top units have had their spring tune ups and maintenance. Bearings and belts replaced as well as a new motor ordered.

With the mandatory closure we have transitioned to getting our spaces 'member ready' for when we can reopen. Our pool is undergoing its seasonal shutdown so that we will not have to do this at the end of August, our weight room areas have received additional attention including the reconfiguration of pieces to make room for a couple of additional pieces that have been ordered.

Our Childcare Centre remains open but has been reduced to 50% capacity.

External Committee Report

Cumberland Joint Services Management Authority

May 2021

New collection schedules have been distributed to Amherst residences. Staff also revamped a sorting guide for apartments, and started delivery to multiple unit locations, such as Cobequid Housing Authority.

A meeting was held with collectors regarding the placement of materials. The Enforcement Officer has responded to complaints from haulers who are repeat offenders. On site audits have been done and we continue to try to educate these residents.

Staff continued to conduct follow up audits with schools until they were closed due to COVID-19, including the delivery of sorting signs and education on proper placement of paper towels.

Household Hazardous Waste drop off events are scheduled for June 12th and September 18th at the Amherst Fire Hall.

External Committee Report

Northern Region Solid Waste Resource Committee

May 2021

The Northern Region Intermunicipal Agreement has been signed by the Town of Amherst.

Divert NS has approved \$238,000 in funding to Novapet Inc. to upgrade their second recycling processing line. This funding was provided through our Value-Added Manufacturing fund. Investing in local waste diversion companies and infrastructure, such as Novapet, is critical in maintaining and improving our culture of recycling in Nova Scotia.

External Committee Report

L.A. Animal Shelter

May 2021

Due to the recent increase in COVID restrictions, we were forced to cancel our Spring Tea that was scheduled for May 1. We did still proceed with the auction of items donated by many local businesses. It was a great success.

We are now starting our annual Lotto Tree raffle that will see \$154 worth of scratch tickets drawn for on July 1.

The shelter currently has 3 dogs and 41 felines in residence – most of these are kittens. Last month we had 10 animals adopted.

Currently the shelter is closed to the public and limiting volunteers to help stop the spread of COVID.

We are planning on moving forward soon with some much needed repairs and renovations for the buildings as soon as restrictions allow. We have received several offers of support from the community that will help stretch our resources and ensure that we have a safe place for all the animals that come into our care.

External Committee Report

Senior Safety

May 2021

This committee held their AGM on May 18th at 1:30 via zoom. All Financial Reports were accepted as presented and the new slate of Officers and Directors has been set.

Chairperson Vicki Weaver
Vice Chair Lisa Emery
Treasurer Elizabeth Cooke-Sumbu

There was a meeting held directly after the AGM.

We welcomed our new representative from the Amherst Police Department – Cst. Wayne Gillam.

There has been a small committee set up to get the Senior Safety Check In started in the area.

The month of **May is Caregivers Appreciation Month.**

The committee is also trying to prepare for Seniors Celebration Day to be held on September 30th at the Community Centre in Springhill.

World Elder Abuse Awareness Day is June 15th. The Senior Safety Coordinator has approached the Towns of Amherst and Oxford and the Municipality of Cumberland to sign a Proclamation. There will be posters made up with seniors, community members and politicians wearing a mask that has the WEAAD symbol and date.

The Theme for this year is – Rights Do Not Get Old

World Elder Abuse Awareness Day is an official United Nations International Day acknowledging the significance of elder abuse as a public health and human rights issue. Since 2006, communities throughout the world have honoured this day to raise the visibility of elder abuse by organizing events to share information and promote resources and services that can help increase seniors' safety and well-being.