



Town of Amherst  
Regular Council Meeting  
Agenda

Date: December 20, 2021  
Time: 6:00 pm  
Location: Zoom Virtual Meeting

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	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	
3.2. Approval of Minutes	
3.2.1. November 29, 2021 Regular Council	3 - 13
4. REQUESTS FOR DECISION	
4.1. Heritage Gas Municipal Operating Agreement - Christie	14 - 28
4.2. Amherst Jr A Ramblers Agreement - Davidson	29 - 41
4.3. Advisory Committee to Reduce Poverty Issues Policy Repeal - Landry	42 - 45
5. INTERNAL COMMITTEE REPORTS	
5.1. Planning Advisory Committee - No Report	
5.2. Amherst Board of Police Commissioners - Baker	46 - 46
5.3. Audit Committee - Christie	47 - 100
5.4. Amherst Youth Town Council - No Report	
5.5. Advisory Committee on Accessibility - Landry	101 - 101

5.6. Inclusion, Diversity and Equity Committee - No Report

6. EXTERNAL COMMITTEE REPORTS

6.1. Cumberland Public Libraries - Fawthrop 102 - 102

6.2. Cumberland YMCA - Fawthrop 103 - 104

6.3. Cumberland Joint Services Management Authority - No Report

6.4. Northern Region Solid Waste Committee - No Report

6.5. L. A. Animal Shelter - Fawthrop 105 - 105

6.6. Senior Safety - No Report

6.7. Inter Municipal Tourism - No Report

6.8. Inter Municipal Poverty Reduction Advisory Committee - No Report

7. ADJOURNMENT

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

**Date:** November 29, 2021  
**Time:** 6:00 pm  
**Location:** Zoom Virtual Meeting

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

**Staff Present** Jason MacDonald, Chief Administrative Officer  
Michael Hunter, Chief Financial Officer  
Dwayne Pike, Police Chief  
Greg Jones, Director of Fire Services  
Andrew Fisher, Director of Planning & Strategic Initiatives  
Aaron Bourgeois, Director of Operations  
Tom McCoag, Corporate Communications Officer  
Kim Jones, Director of Corporate Communications and  
Community Well Being /Municipal Clerk  
Natalie LeBlanc, Deputy Clerk  
Krista Crossman, Human Resources

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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 6:05 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 Emery

Seconded By Councillor Landry

To approve the agenda with the additions of 4.6 and 4.7.

Motion Carried

**3.2 Approval of Minutes**

**3.2.1 October 25, 2021 Regular Council**

Moved By Councillor Fawthrop

Seconded By Councillor Baker

To approve the minutes of the October 25, 2021 regular meeting of Council as circulated.

Motion Carried

**3.2.2 November 5, 2021 Special Council**

Moved By Councillor Davidson

Seconded By Deputy Mayor Christie

To approve the minutes of the November 5, 2021 special meeting of Council as circulated.

Motion Carried

**3.2.3 November 17, 2021 Special Council**

**Moved By Councillor Baker**

**Seconded By Councillor Emery**

**To approve the minutes of the November 17, 2021 special meeting of Council as circulated.**

**Motion Carried**

**4. REQUESTS FOR DECISION**

**4.1 North Tyndal Wellfield Advisory Committee Citizen Appointment**

**Moved By Councillor Emery**

**Seconded By Councillor Fawthrop**

**That Council appoint Ben Pitman to the North Tyndal Wellfield Advisory Committee for a one-year term ending October 31, 2022.**

**Motion Carried**

**4.2 Audit Committee Citizen Appointment**

**Moved By Councillor Landry**

**Seconded By Councillor Emery**

**That Council appoint Jeff Brennan and Rob Small to the Audit Committee for a two-year term expiring October 31, 2023.**

**Motion Carried**

**4.3 Snow and Ice Management Policy Amendments**

**Moved By Councillor Baker**

**Seconded By Deputy Mayor Christie**

**That Council approve of the amendments to the Snow and Ice Management Policy.**

**Motion Carried**

TOWN OF AMHERST POLICY

NUMBER 31600-25

PAGE 2 of 9

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DEPARTMENT: OPERATIONS

TITLE: SNOW AND ICE MANAGEMENT POLICY

Date: 24 November 2014 23 November 2015

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**PURPOSE:**

The purpose of this policy is to provide direction to staff involved in snow and ice management operations to ensure streets, sidewalks, fire hydrants and parking lots are cleared in a safe and timely manner.

**POLICY STATEMENT:**

1. Snow and ice management operations will commence after 5 – 10 cm of snow has fallen and snowfall is continuing.
2. Salting of streets on the 'salt route' will commence when conditions warrant and salting of remaining streets not on the salt route will occur as needed.
3. Upon completion of the public streets, sidewalk operations will commence.
4. Priority will be given to heavily travelled streets and sidewalks, as defined in this policy.
5. Safety of the public and our operators is paramount in all aspects of our work.
6. Additional street widening and intersection clearing will occur upon the completion of the priority operations and as time and budget allow.

**SERVICE LEVEL EXPECTATIONS**

Level of Service for Roadway Types

**The objective is that all streets will be cleaned of snow within 6 hours from the end of a snow storm of up to 30 centimetres.**

Street Priority 1

- Plow continuously during storm, visibility permitting
- Plow to bare pavement, whenever possible
- Normally plow curb to curb within 4 hours after storm ends

### Street Priority 2

- Plow continuously during storm, visibility permitting
- Salting of hills, intersections, as needed
- Normally plow curb to curb within 6 hours after storm ends

### Level of Service for Sidewalk Types

**The objective is that all sidewalks will be cleaned of snow within 24 hours from the end of snow plowing operations, for snow storms up to 30 centimetres.**

#### Sidewalk Priority 1 (Cleared within 12 hours)

- Sidewalks in school zones
- Sidewalks in the Core Area District (Downtown)
- Arterial streets

#### Sidewalk Priority 2 (Cleared within 24 hours)

- Collector streets
- Local streets

Sidewalks will generally be maintained with salt to remove excess snow and ice. However, sand may be used under certain ice and temperature conditions under which salt is not effective.

While sidewalk clearing generally commences after street snow clearing operations have been completed, staff will make an initial pass along sidewalks on Albion, South Albion, Robert Angus Drive, Willow Street, portions of East and West Victoria and Hickman Streets DURING street clearing operations to improve pedestrian accessibility in these areas whenever possible.

### Level of Service for Fire Hydrants

**The objective is that all fire hydrants will be accessible by emergency personnel 96 hours from the end of snow plowing operations, for snow storms up to 30 centimetres.**

The ~~Streets~~ **Public Works** Foreman will decide if the accumulation of snow around the fire hydrants, and/or the snow bank along the street in front of the fire hydrant, warrants the clearing operation to be activated.

Town crews are available to clear hydrants in an emergency, whenever required.

### **MAJOR STORMS**

**A major storm will be declared by the ~~Transportation~~ **Public Works** Foreman, or on-call supervisor, when snow clearing crews are no longer able to keep all Town streets cleared of snow and the storm continues.**

During a major snowstorm, crews will attempt to keep at least one lane of the following streets open:

- |                                |                                      |
|--------------------------------|--------------------------------------|
| - Abbey Road                   | - Lawrence Street                    |
| - Albion & South Albion Street | - McCully Street                     |
| - Anson Avenue                 | - Pleasant (East & West)             |
| - Chamberlain Street           | - Spring Street                      |
| - Chandler Road                | - Robert Angus Drive                 |
| - Church Street                | - Rupert Street                      |
| - Havelock Street              | - Townshend Avenue                   |
| - Hickman Street               | - Tupper Blvd                        |
| - Industrial Park Drive        | - Victoria Street                    |
| - LaPlanche Street             | - Willow Street                      |
| - King Street                  | - Prince Arthur (Church to Havelock) |
| - Electric Street              |                                      |

During a major snowstorm, the Town Hall Parking Lot, Fire Station and Stadium parking lots will be kept open to allow emergency off-street parking.

To provide quick response in an emergency, a "storm line" will be activated during major storms (664-6000). This line will be monitored 24 hours a day until all of the streets have been opened.

As snowfall intensity decreases, Town equipment will commence snow plowing operations on other streets.

## PRIORITY STREETS – BARE PAVEMENT

Town snow clearing crews will attempt to create a “bare pavement” condition within 12 hours following a snowfall event of up to 30 cm on the following streets:

- Victoria Street
- Church Street
- Willow Street
- Albion / West Pleasant intersection
- Albion Street
- South Albion Street
- Lawrence Street
- LaPlanche Street
- Robert Angus Drive
- East Pleasant
- West Pleasant
- Hickman Street

For the purposes of this policy, bare pavement conditions refer to winter road conditions where all travel lanes of the roadway are primarily clear of snow and ice build-up that could impair safe travel on the road.

## SNOW HAULING

Within 48 hours of the accumulation of 10 or more centimeters of snow, the snow will be hauled away from the boulevards of the Town streets listed below:

- Victoria Street from Herbert Street to C.N.R. Tracks
- Church Street from Victoria Street to YMCA Driveway
- Havelock Street from Victoria Street to Prince Arthur Street
- Ratchford Street
- King Street and Princess Street
- Electric Street
- Prince Arthur Street from Acadia Street to Station Street
- Acadia Street from Victoria Street to Prince Arthur Street
- Albion Street and South Albion Street from Church Street to the Lord Amherst Drive
- LaPlanche Street from Victoria Street to Civic # 12
- Lawrence Street from Victoria Street to Civic # 17
- Academy Street from Spring Street to Queen Street on (West side only)
- Charles Street from Spring Street to Dunlap Street (West side only)
- Spring Street from Albion Street to Church Street
- Maltby Court and Cornwall Avenue (West Side)
- Hickman Street from Mission Street to Park Street
- Mission Street from Hickman Street to Cornwall Avenue

## TOWN OWNED PROPERTY

Town staff will take necessary steps to minimize public hazards due to snow/ice conditions on Town-owned/leased property.

### Public Parking Lots

Snow will be removed by private contractors before 8:00 a.m. each day. The lots will then be checked for slippery conditions by Town staff and appropriate measures taken, using salt and or sand to alleviate any hazard to the public. Further periodic checks are to be made as conditions warrant throughout the day.

- Town Hall
- Library and CCUBIC
- Ratchford Street and Dayles Grand Market
- George Blanche
- Corner of Maple Street and Electric Street
- Corner of Bounded by west side of Church Street and north side of Electric Street
- Paramount Theatre and Lions Den Bounded by Church, Prince Arthur, Maple and Electric
- Trinity St. Stephen Church
- Baptist Church and Church of England
- King Street
- Dickey Park
- ~~YMCA~~
- Stadium
- Fire Station

### Public Buildings

The public entrances and adjacent sidewalks to Town operated facilities will be checked by Town staff for hazardous snow and ice conditions each day, before the building is open to the public. Excess snow will be removed and slippery conditions will be addressed using salt, sand and other suitable ice control material. Further periodic checks are to be made as conditions warrant throughout the day.

- Town Hall
- Police Station
- Fire Station
- Library
- Works Garage
- Stadium
- CCUBIC

## SALT MANAGEMENT

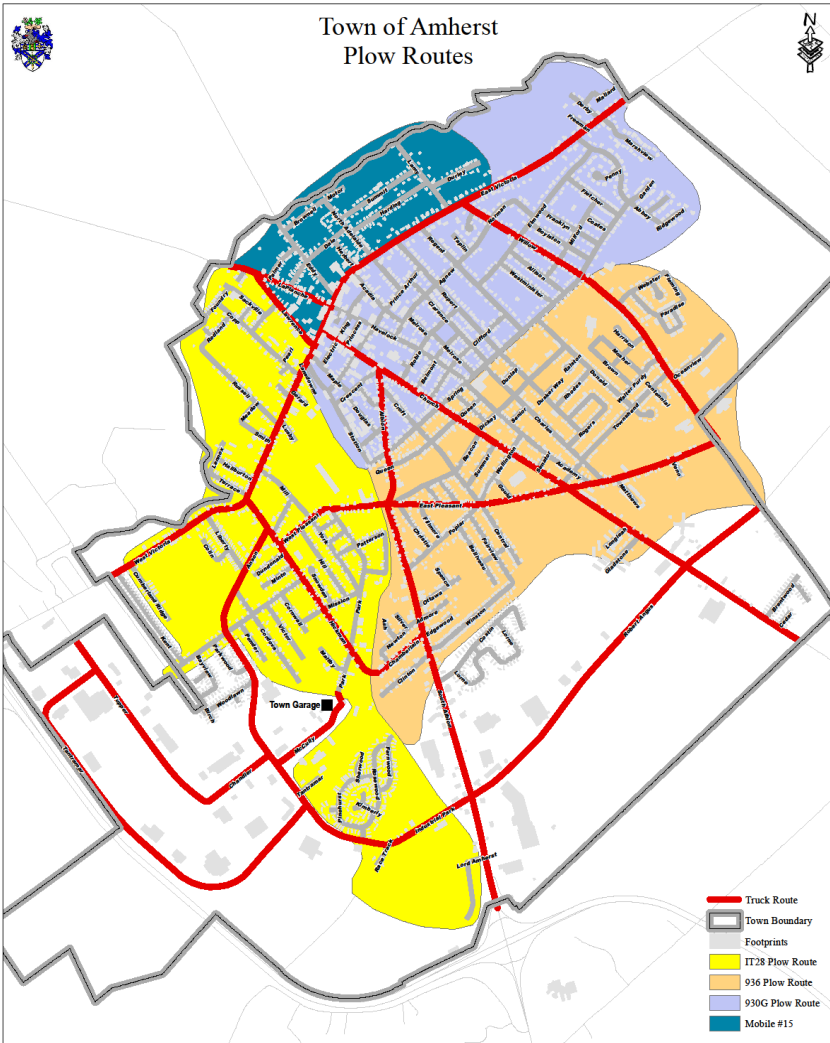
**The Town of Amherst is committed to the efficient management of its road salt, while continuing to provide effective winter maintenance for the safety of motorists and winter maintenance workers.**

The Town will demonstrate environmental responsibility by implementing and maintaining a Salt Management Plan (SMP) and associated best management practices.

To ensure the Town successfully meets its commitment, it will:

- Conduct operational activities in a manner that protects the environment and prevents or minimizes pollution;
- Continue to provide snow and ice control on Town streets so that service level standards are achieved;
- Address concerns raised by the federal government's review of road salts and their effect on the environment;
- Comply with environmental legislation, relevant standards, and industry codes of practice that apply to the Town's facilities and operations;
- Provide all winter maintenance personnel with appropriate training and resources so they are able to complete their assigned tasks in a manner that is consistent with the requirements of this Policy;
- Establish and track objectives and targets to verify effectiveness and identify opportunities for continual improvement of processes and operations;
- Monitor operations and implement appropriate corrective and/or preventive actions to improve performance;
- Communicate the requirement of this Policy and the Salt Management Plan to all employees





**4.4 Exit 3 Sanitary Sewer Extension Request**

**Moved By Councillor Davidson**

**Seconded By Councillor Landry**

**That Council approve of the Memorandum of Understanding for sanitary sewer access at Exit 3 between the Town of Amherst and the Municipality of the County of Cumberland, and based on this approval, further approve required amendments to the Town of Amherst Sanitary Sewer service to County Residents Policy.**

**Motion Carried 6-1  
Councillor Baker NAY vote**

**MEMORANDUM OF UNDERSTANDING (MOU)**

Made in duplicate

BETWEEN

**Municipality of the County of Cumberland**, a corporation under the laws of the Province of Nova Scotia, carrying out business at 1395 Blair Lake Road, RR6, Amherst, NS B4H 3Y4, (the "MCC")

- AND -

**Town of Amherst**, a corporation under the laws of the Province of Nova Scotia, carrying out business at 98 Victoria Street East, Amherst, NS B4H 4A1, (the "TOA")

(Collectively referred to as the "Parties")

WHEREAS the MCC has requested the TOA to provide sanitary sewer services to existing residential uses and future residential uses between the Town Boundary and Exit 3, and more clearly defined in the attached Schedule A and herein referred to as the Subject Properties;

AND WHEREAS the TOA has agreed to allow access to the sanitary sewer system for the Subject Properties;

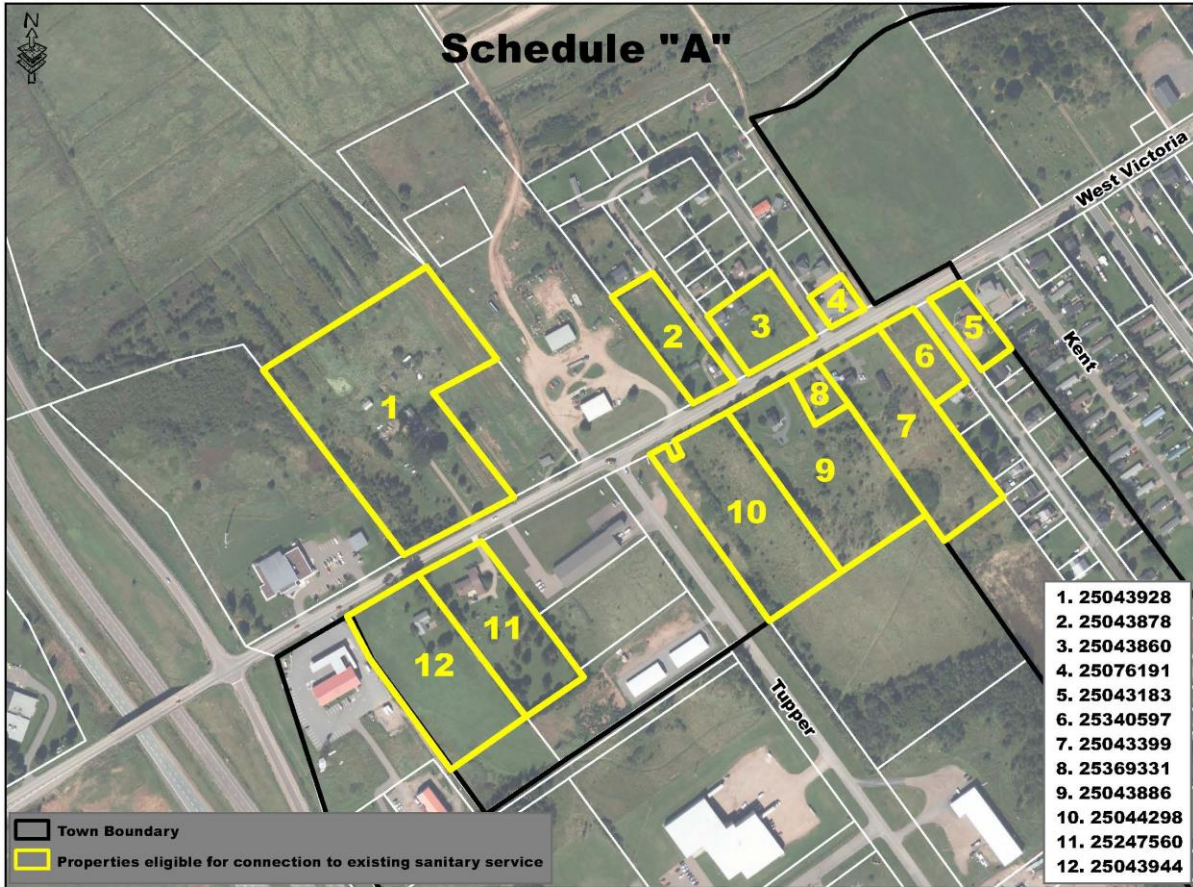
NOW THEREFORE THIS AGREEMENT WITNESSETH in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

1. Infrastructure Standards – The MCC agrees that any new infrastructure will be constructed to the standards of the TOA Infrastructure Standards currently contained within our Subdivision Bylaw.
2. Main Extensions – Any extension of the sanitary sewer main will require the prior approval of Amherst Town Council.
3. The continued usage and operation of the sanitary sewer system within the MCC will be subject to the rates and rules established by the Town of Amherst for the provision of sanitary sewer services to Town properties as may be changed from time to time including but not limited to the SANITARY SEWER RATES BYLAW and the BYLAW RESPECTING DISCHARGE INTO PUBLIC SEWERS; BUILDING SERVICE CONNECTIONS Policy; and SEWER INSTALLATIONS Policy.
4. For properties which receive sanitary sewer service, and which a new building has been constructed or a significant addition or renovation takes place as a result of the provision of the sanitary sewer service:
  - a) A Base Assessment will be established which is the assessment amount for the year prior to the service installation;
  - b) Any increase in assessment above and beyond the base assessment will be shared with the MCC receiving 65% and the TOA receiving 35%, until otherwise agreed by both parties;
  - c) All taxes will be applied at the MCC rate, as may be changed from time to time.
5. Payment – The MCC shall be billed annually for its contribution and shall pay within 30 days of the invoice date.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

SIGNED, SEALED & DELIVERED  
in the joint presence of:

) TOWN OF AMHERST  
 ) Per: \_\_\_\_\_  
 )  
 ) Per: \_\_\_\_\_  
 )  
 ) MUNICIPALITY OF  
 ) COUNTY OF CUMBERLAND  
 ) Per: \_\_\_\_\_  
 )  
 ) Per: \_\_\_\_\_  
 )



DEPARTMENT: OPERATIONAL SERVICES

TITLE: SANITARY SEWER SERVICE TO COUNTY RESIDENTS

Minutes reference date: 26 November 2001 23 June 2014 29 November 2021

**PURPOSE**

To determine when the extension of the Town's Sanitary Sewer System to properties outside our boundaries is appropriate.

**POLICY STATEMENT**

The extension of sanitary sewer services to properties located outside the boundaries of the Town of Amherst will be reviewed on an individual basis. Any decision to extend the sanitary sewer service to a property outside of the Town of Amherst will require a motion of Council to amend this policy.

**APPROVED PROPERTIES TO RECEIVE SANITARY SEWER SERVICES**

Sanitary sewer services will be provided to the Cumberland Regional Health Care Center (PID#25384009, PID#25047044, PID#25376930 and PID#25337478) at Exit 4.

Sanitary Sewer Services will be provided to PID#25044009, PID#25043951 and PID#25098021 at Exit 3 currently operated as the Wandlyn Inn, subject to an agreement between the Town of Amherst and the Municipality of the County of Cumberland for the provision of such services.

Sanitary Sewer Services will be provided to PID#25043928, PID#25043878, PID#25043860, PID#25076191, PID#25043183, PID#25340597, PID#25043399, PID#25369331, PID#25043886, PID#25044298, PID#25247560 and PID#25043944, subject to an agreement between the Town of Amherst and the Municipality of the County of Cumberland for the provision of such services.

**4.5 Community Support Grant Amherst Food Assistance Network**

**Moved By Councillor Fawthrop**

**Seconded By Councillor Davidson**

**That Council approve the request for \$2,000 for the Amherst Food Assistance Network.**

**Motion Carried**

**4.6 Salary Administration Policy Position Reclassification**

Moved By Deputy Mayor Christie

Seconded By Councillor Fawthrop

That the following positions in Appendix C – Job Categories and Appendix C-1 Salary Scales be reclassified as follows:

- i. Active Living Coordinator: reclassify from current Admin/Cust Serv 1 (Level 1) category to Admin/Cust Serv 3 (Level 3) category;
  - ii. Bylaw Enforcement Officer: reclassify from current Admin/Cust Serv 1 (Level 1) category to Admin/Cust Serv 3 (Level 3) category;
  - iii. Culture, Community Events & Marketing Coordinator: reclassify from current Admin/Cust Serv 1 (Level 1) category to Admin/Cust Serv 3 (Level 3) category;
  - iv. Dispatcher: reclassify from current Admin/Cust Serv 1 (Level 1) category to Admin/Cust Serv 3 (Level 3) category;
  - v. Fire Fighter: reclassify from current Admin/Cust Serv 3 (Level 3) category to Admin/Cust Serv 4 (Level 4) category;
  - vi. Fire Inspector: reclassify from current Admin/Cust Serv 4 (Level 4) category to Supervisor category (Level 5);
- and further that the category names in Appendix C – Job Categories be replaced with numerical levels, as indicated in the attached policy.

Motion Carried

**4.7 Salary Administration Policy Overall Adjustments**

Moved By Councillor Davidson

Seconded By Councillor Baker

That all salaries and rates within the Salary Administration Policy Appendix B and C1 be adjusted upward by 2% effective January 1, 2022.

Motion Carried

APPENDIX B

Job Title	HourlyRate				
	Step 1	Step 2	Step 3	Step 4	Step 5
Casual Firefighter	<del>17.27</del> 16.93	<del>17.55</del> 17.24	<del>17.86</del> 17.54	<del>18.17</del> 17.84	<del>18.46</del> 18.10
Jail Guards	<del>17.27</del> 16.93	<del>17.55</del> 17.24	<del>17.86</del> 17.54	<del>18.17</del> 17.84	<del>18.46</del> 18.10
Canine Control Officer	<del>13.47</del> 13.24	<del>13.92</del> 13.65	<del>14.38</del> 14.10	<del>14.84</del> 14.55	<del>15.37</del> 15.07
School Crossing Guards	<del>13.47</del> 13.24	<del>13.92</del> 13.65	<del>14.38</del> 14.10	<del>14.84</del> 14.55	<del>15.37</del> 15.07
Ice Marshall	<del>13.42</del> 13.16	<del>13.84</del> 13.57	<del>14.31</del> 14.03	<del>14.76</del> 14.47	<del>15.29</del> 14.99
Other (including students)	Provincial Minimum Wage				

APPENDIX C JOB CATEGORIES

Category	Position
<del>9 Senior Officer</del>	Chief Financial Officer
<del>8 Director</del>	Director of Corporate Communications and Community Well Being
	Director of Operations
	Director of Planning and Strategic Initiatives
	Director of Fire Services
	Director of Solid Waste and Bylaw Enforcement

<u>7</u> <del>Manager</del>	Vacant
<u>6</u> <del>Officer</del>	Business Development Officer
	Solid Waste Education and Coordination Officer
	Community Well-Being Manager
	Building Official
	IT Manager
	Senior Accountant
	Land Use Planner
<u>5</u> <del>Supervisor</del>	Exec Asst/Dispatch Coordinator
	Transportation Foreman
	Facility Manager
	Capital Asset Coordinator/Property Manager
	Horticulturist
	<u>Fire Inspector</u>
	Human Resources
	Deputy Clerk
<u>4</u> <del>Admin/Cust Serv 4</del>	<del>Fire Inspector</del>
	<u>Fire Fighter</u>
	Dangerous and Unsightly Premises Administrator
<u>3</u> <del>Admin/Cust Serv 3</del>	GIS Coordinator
	<u>Active Living Coordinator</u>
	<u>Bylaw Enforcement Officer</u>
	<u>Culture, Community Events &amp; Marketing Coordinator</u>
	<u>Dispatcher</u>
	Payroll & Administrative Assistant (Public Works)
	Corporate Communications Officer (CCO)
	Crime Prevention Coordinator (2 year term)
	<u>Fire Fighter</u>
	Procurement Coordinator
	Revenue Officer
	Customer Service/Accounts Payable Clerk
	Water/Sewer Billing & Accounting Clerk
IT Coordinator	
<u>2</u> <del>Admin/Cust Serv 2</del>	<del>Active Living Coordinator</del>
	<del>Culture, Community Events &amp; Marketing Coordinator</del>
	Administrative Assistant - Community Well Being & Clerk's Office
<u>1</u>	
	<u>Criminal Records Checks</u>

**5. INTERNAL COMMITTEE REPORTS**

- 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 - Hallee Humphrey**  
Amherst Youth Town Council Member Hallee Humphrey present AYTC Report as included in agenda package. No direction given or action required.

**6. EXTERNAL COMMITTEE REPORTS**

- 6.1 Cumberland Public Libraries - Fawthrop**  
Information item; no direction given or action required.
- 6.2 Cumberland YMCA - Fawthrop**  
Information item; no direction given or action required.

- 6.3 Cumberland Joint Services Management Authority - No Report**
- 6.4 Northern Region Solid Waste Committee - No Report**
- 6.5 L. A. Animal Shelter - Fawthrop**  
Information item; no direction given or action required.
- 6.6 Senior Safety - Emery**  
Information item; no direction given or action required.
- 6.7 Inter Municipal Tourism - No Report**
- 6.8 Poverty Reduction - No Report**
- 6.9 Municipal Alcohol Project - Emery**  
Information item; no direction given or action required.

- 7. ADJOURNMENT**  
**Moved By Councillor Emery**  
**Seconded By Deputy Mayor Christie**  
**To adjourn the meeting.**

**Motion Carried**

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Kimberlee Jones  
Municipal Clerk

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David Kogon, MD  
Mayor

# SYNOPSIS

## **Municipal Operating Access Agreement – Heritage Gas Limited**

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In order for Heritage Gas to deliver natural gas to customers in Amherst, access to our street network is required for their infrastructure. To protect the interests of both parties, the Town and Heritage Gas entered into an agreement that outlines the terms and conditions for the installation of Heritage’s infrastructure within our street right of ways.

The Town and Heritage Gas Limited approved the terms and conditions of the first Municipal Operating Access Agreement (“MOAA”) in May 2005. The MOAA is reviewed every 5 years by Town staff and Heritage Gas Limited. The current agreement will expire on December 31, 2021.

### **MOTION:**

**That Council approve the Municipal Operating Access Agreement with Heritage Gas Limited and authorize the Mayor and CAO to sign the agreement on behalf of the Town.**



**AMHERST TOWN COUNCIL**

**RFD# 2021098**

**Date: December 20, 2021**

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

**SUBMITTED BY:** Aaron Bourgeois, Director of Operations

**DATE:** December 20, 2021

**SUBJECT:** **Municipal Operating Access Agreement – Heritage Gas Limited**

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**ORIGIN:** Pending expiration of the current Municipal Access Operating Agreement between the Town and Heritage Gas Limited to provide access to our streets for natural gas infrastructure.

**LEGISLATIVE AUTHORITY:** MGA **Section 47 (5)** The council may make and carry out a contract, perform an act, do any thing or provide a service for which the municipality or the council is authorized by an Act of the Legislature to spend or borrow money. **Section 65** The council may expend money required by the municipality for (ac) a system for the supply or distribution of electricity, gas, steam or other source of energy; **Section 78** of the Public Utilities Act provides Council with the authority to grant permission to a Public Utility to install infrastructure within a town street right of way.

**RECOMMENDATION:** That Council approve the Municipal Operating Access Agreement with Heritage Gas Limited and authorize the Mayor and CAO to sign the agreement on behalf of the Town.

**BACKGROUND:** The Town and Heritage Gas Limited approved the terms and conditions of the first Municipal Operating Access Agreement (“MOAA”) in May 2005. The MOAA is reviewed every 5 years by Town staff and Heritage Gas Limited.

**DISCUSSION:** In order for Heritage Gas to deliver natural gas to customers in Amherst, access to our street network is required for their infrastructure. To protect the interests of both parties, the Town and Heritage Gas entered into an agreement that outlines the terms and conditions for the installation of Heritage’s infrastructure within our street right of ways. The current agreement which will expire on December 31, 2021, covers issues such as liability, costs, damage to our infrastructure, sharing of construction information, coordination of proposed future work plans and safety considerations. The new agreement being proposed is essentially the same as the one that will expire on December 31<sup>st</sup>, with only minor editorial and housekeeping changes. Staff have reviewed the agreement and are recommending acceptance.

**FINANCIAL IMPLICATIONS:** The agreement states that each ground breaking permit required includes a fee of \$500, with a maximum of \$5,000 per year payable to the Town.





**AMHERST TOWN COUNCIL**

**RFD# 2021098**

**Date: December 20, 2021**

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications to the approval of the agreement.

**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications to the approval of the agreement.

**COMMUNITY ENGAGEMENT:** No community engagement has been contemplated at this time. A media release will be issued should the agreement be approved.

**ALTERNATIVES:**

1. Approve the Municipal Access Operating Agreement with changes;
2. Refer the agreement back to staff for further negotiations with Heritage Gas Limited.

**ATTACHMENTS:**

Proposed Agreement

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Report prepared by: Aaron Bourgeois, Director of Operations

Report and Financial approved by:



**AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 20172022-20261**

**THIS MUNICIPAL OPERATING ACCESS AGREEMENT** - made this \_\_\_\_ day of \_\_\_\_\_, ~~2021~~<sup>2016</sup>.

**BETWEEN:**

**TOWN OF AMHERST**

(hereinafter called the "Town")

-and-

**HERITAGE GAS LIMITED**

(hereinafter called "Heritage")

**WHEREAS** the award of the natural gas distribution franchise to Heritage by the Nova Scotia Utility and Review Board was approved by the Province of Nova Scotia by Order in Council dated February 21, 2003 granting Heritage a full regulation class franchise for the construction and operation of a natural gas distribution system in certain areas of Nova Scotia;

**AND WHEREAS** the Town holds title to the Streets within the Town which it maintains;

**AND WHEREAS** Heritage wishes to use municipal streets for the installation and operation of a Gas Distribution System;

**AND WHEREAS** the Town approved in May, 2005 the terms and conditions of the first Municipal Operating Access Agreement ("MOAA") for the period June 1, 2005 to December 31, 2010;

**AND WHEREAS** the Town and Heritage wish to enter into a new MOAA for a further period of time;

**THEREFORE**, in consideration of the mutual terms, conditions and covenants contained herein, the parties agree as follows:

**Definitions**

1. In this Agreement,
  - a. "Engineer" means the Engineer as defined by the Municipal Government Act (Nova Scotia).
  - b. "Gas Distribution System" includes any pipe, pipeline, main, service, trap, vent, vault, manhole, meter, gauge, regulator, valve, appliance, attachment, and any other property located or to be located in, upon, along, across, under or over the Streets of the Town and used or useful in transportation, transmission or distribution of natural gas.
  - c. "Locate" means the process conducted by Heritage to determine the underground location of a natural gas pipeline prior to excavation or disturbance of earth and soil.
  - d. "NSUARB" means the Nova Scotia Utility and Review Board.
  - e. "Permit and Locate Form" means that form used by Heritage to identify specifics and location of infrastructure for customer service connections.

## **AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – ~~2017-2022~~-2026**

- f. "Gross negligence" means a conscious and voluntary disregard of the need to use reasonable care, and shall include situations where the Town neglects to request locate information as required by the Regulations made pursuant to the Pipeline Act.
- g. "Project" refers to planned annual construction programs of natural gas pipelines by Heritage.
- h. "Street" means Street as defined by the Municipal Government Act and for the purposes of this Agreement includes the public streets, street right of ways, highways, roads, lanes, sidewalks, and thoroughfares as the same now or may hereafter exist within the Town.
- i. "Town" means the Town of Amherst.

### **License and Consent**

- 2. (1) The Town hereby grants Heritage an exclusive encroachment license for use of –its Streets for the purpose of constructing, operating and maintaining the Gas Distribution System.
- (2) This Agreement does not grant a right to attach gas lines to municipally owned bridges; such attachments are subject to the approval of the Engineer on a case by case basis.
- (3) The grant of the license is subject to the terms and conditions of this Agreement, and compliance with all federal, provincial and municipal laws including CSA Code Z662, Pipeline Regulations (Nova Scotia), and applicable By-laws of the Town as amended from time to time.
- (4) To the best of its ability, the Town shall endeavour to notify Heritage well in advance of any proposed municipal law changes that affect this Agreement, and to facilitate consultations between Heritage and the Town regarding the contents of such municipal law changes.
- (5) Without limiting the generality of the foregoing, Heritage confirms that it will comply with all requirements of the Nova Scotia Occupational Health and Safety Act with regard to its Gas Distribution System.

### **Term of Agreement**

- 3. (1) This Municipal Operating Access Agreement shall be for a period of five (5) years (the "Term") commencing on the January 1, ~~2017-2022~~ until December 31, ~~2021~~2026, subject to the earlier abandonment of said franchise, in which case this Agreement shall automatically terminate on the date of the abandonment except as otherwise provided by this Agreement.
- (2) Six months prior to the expiry of the Term, the parties shall enter into negotiations to renew this Agreement upon such terms and conditions as may be agreed. In the event parties do not agree on the terms and conditions of a renewal agreement prior to one month before the end of the Term, the matter shall be determined by the NSUARB pursuant to Section 78 of the Public Utilities Act (Nova Scotia) and Section 9 of the Gas Distribution Act (Nova Scotia). The parties agree that in the interim, in such case, the terms and conditions of this Agreement shall govern until such time that an order is issued on the matter by the NSUARB.

## **AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 20172022-20261**

### **Training**

4. Heritage commits to providing training at no cost to the Town with respect to natural gas awareness and emergency response issues for appropriate Town engineering and operations staff, building/street inspectors and emergency services including fire and police personnel relating to the Gas Distribution System.

### **Construction Schedule**

5. (1) The Town and Heritage each recognize the benefits of joint infrastructure planning between the Town and Heritage. Heritage shall continue the open dialogue process with the Engineer to ensure natural gas project planning is current and the Town shall continue the open dialogue with Heritage to ensure project planning is current. At a minimum, Heritage shall meet with the Engineer, before December 31<sup>st</sup> of each year, for the purpose of exchanging known or proposed plans of both the Gas Distribution System and the Town's service systems for the following year.
- (2) The Town and Heritage shall jointly promote the "Call-Click Before You Dig" safety program within each organization and the public during the annual construction season and on any other pertinent occasion. The Town shall, at no cost to Heritage, take an active role in promoting Call-Click Before You Dig and excavation safety both within municipal departments and to third parties working in the Street.
- (3) Unless with express approval from the Engineer, no construction shall take place in the travelled portion of the Town's right-of-way after October 31 of each calendar year.

### **Design**

6. (1) The Engineer shall be the final approval authority for the location of all portions of the Gas Distribution System located within municipal Streets, which approval shall not be unreasonably withheld. The location and installation of the Gas Distribution System shall be consistent with applicable Canadian gas codes including CSA Z662 as amended from time to time.
- (2) Heritage is responsible to restore Streets in accordance with the Town's policies, applicable to Heritage operations, as amended from time to time. Notwithstanding the generality of the foregoing, where a pavement cut is made on a Street that has been paved within the previous five (5) years, the Town may, at the sole discretion of the Engineer, apply more stringent specifications to the surface restoration requirements for that Street.

### **Permits**

7. (1) In accordance with the Town's permitting requirements, Heritage shall annually obtain a Street Breaking Permit for every project where the Gas Distribution System is proposed to be installed within the Town. A Street Breaking Permit will remain in force until the project is completed.
- (2) Notwithstanding any other provision herein, Heritage or its contractor shall also provide refundable performance security to the Town in the estimated amount of Street

## **AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 20172022-20261**

restoration costs to guarantee the restoration of Streets to the satisfaction of the Engineer.

- (3) With respect to construction scheduling, the Town will require Heritage or its contractor to follow the Town's policy that will minimize potential traffic and related disruptions to businesses. Construction should be coordinated with the Town's capital budget projects.
- (4) If service connections are not installed during initial construction of the Gas Distribution System on a Street, then Heritage will submit to the Town a copy of Heritage's Permit and Locate Form prior to the construction and installation of the customer service connection. This Form shall be submitted to the Town, on a best effort basis, at least 10 days prior to the construction of the customer service connection.

### **Fees**

8. (1) In accordance with section 7 above, the following fee structure will apply and supersede the Town's Street Breaking Policy as it relates to fee for the issuance of Street Breaking Permits to Heritage. The following fees reflect the Town's costs related to the Engineering, administration and inspection of natural gas project conducted by Heritage within the Town:
  - (a) The Street Breaking Policy fee structure of \$500.00 for each Street cut will apply to the installation of natural gas pipelines;
  - (b) No Street Breaking fee shall be applied to the construction of a service line that is installed at the same time as the natural gas pipeline to which it is connected; and
  - (c) Total Street Breaking fees applied to service line installations shall not exceed \$5,000.00 for a given year.

### **Damage to Municipal Property**

9. (1) If any portion of any Street or municipal infrastructure is damaged by reason of defects in any portion of the Gas Distribution System, or by reason of any other cause arising directly from the installation or presence of the Gas Distribution System, Heritage shall, at its own cost and expense, immediately repair any such damage and restore such portion of such damaged Street to as good or better condition than existed before such defect or other cause of damage occurred, such work to be done under the direction and to the satisfaction of the Engineer.
- (2) Heritage agrees that trees on municipal property are to be protected at all times. The Gas Distribution System is to be designed on the premise that, unless approved by the Engineer, municipal trees are not to be adversely affected by the installation or operation of the Gas Distribution System.
- (3) If any tree is damaged or destroyed by reason of a defect in any portion of the Gas Distribution System, or by reason of any other cause arising directly from the construction or the operation of the Gas Distribution System, Heritage shall, at its own cost and expense, repair such damage or replace such trees under the direction and to the satisfaction of the Engineer.

**AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 20172022-20261**

**Emergency Response**

10. (1) Heritage shall provide:
- (a) ~~Emergency services and a 24/7 access to emergency contact personnel, which can be accessed by the Town or the public anytime by calling 1-866-313-3030 to the Engineer a list of emergency contact personnel from Heritage available at all times and shall ensure that the aforementioned list is always current; and~~
  - ~~(b) an electronic copy of Heritage's Emergency Response Manual; and~~
  - (b) a person to liaise in developing the joint Emergency Measures gas response program.
- (2) ~~Heritage shall provide a copy of its Emergency Response Plan to the Town's Emergency Management representative upon request. The Town and Heritage shall work together cooperatively and share information related to emergency planning and mock exercises. It is agreed that the Emergency Measures gas response program shall be reviewed periodically by appropriate representatives of the Town and Heritage.~~

**Record Information and GIS**

11. (1) Heritage shall provide, at its expense, to the Town record drawings in an electronic format compatible with the Town's corporate geographic information system (GIS) within three (3) months of the end of construction season each year, or as requested by the Town.
- (2) Both parties are aware that the steel pipelines constructed by Heritage are located in xyz Geographic coordinate system using total station surveying equipment and/or Global Positioning System, whereas PE mains are located only in xy coordinates by measuring offsets from above-ground landmarks.
- (3) The Town shall provide, at its expense, to Heritage existing GIS information that may assist in the development of the natural Gas Distribution System. The GIS information will be used solely by Heritage for the planning and construction of natural gas pipelines and shall not be distributed to any party not associated with Heritage projects within the Town.

**Locate Requirement**

12. (1) The Town and its contractors shall request line locates for all municipal activities associated with ground disturbance, soil excavation or sign installations that could result in damage to buried natural gas pipelines, including but not limited to light standard and sign installation, traffic loop modifications, tree planting, and any other municipal project undertaken by the Town.
- (2) Upon receiving a request from the Town, Heritage shall, at no cost to the Town and using reasonable best efforts, provide locations of its Gas Distribution System:
-

**AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 20172022-20261**

Within one (1) hour~~s~~ in the event of an emergency;

       Within twelve (12) hours in the event of a priority request;

       Within forty-eight (48) hours in all other cases.

(3) The Town shall, at no cost to Heritage, take an active role in promoting Click Before You Dig and safe excavation practices both within municipal departments and to third parties working in the Street.

**AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 20172022-20261**

**Relocations**

13. (1) Subject to 13(2) upon receipt of one hundred and twenty (120) days notice from the Town, Heritage, at its own expense, shall relocate its Gas Distribution System within a Street, or perform any other work in connection with the Street as may be required by the Town for municipal purposes or by law. In case of an emergency, Heritage shall respond promptly in accordance to the provisions of its Emergency Response Manual referred to in section 10 above.
- (2) Where any part of the Gas Distribution System relocated in accordance with this section is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Town and Heritage on the basis of the total relocation costs, excluding the value of any upgrading of the Gas Distribution System, and deducting any contribution paid to Heritage by others in respect to such relocation as follows:
- (a) where the relocation is a result of Streets work or conflicts in elevation with any sewer or water main crossing(s) and occurs within two years of the installation of the portion of the Gas Distribution System to be relocated, the costs shall be paid 100% by the Town;
  - (b) where the relocation is a result of Streets work or conflicts in elevation with any sewer or water main crossing(s) and occurs after the end of the second year following the installation of the portion of the Gas Distribution System to be relocated, but not more than five years, the costs shall be shared 65% by Heritage and 35% by the Town;
  - (c) where the relocation is a result of Streets work or conflicts in elevation with any sewer or water main crossing(s) and occurs after the end of the fifth year following the installation of the portion of the Gas Distribution System to be relocated, the costs shall be paid 100% by Heritage; and
  - (d) where the relocation is a result of any municipal infrastructure other than Streets work, water mains or conflicts in elevation with any sewer crossing(s), the costs shall be paid 100% by the Town.
- ~~(3) (3) Heritage shall not be required to bear the expense of any removal or relocation made at the request of the Town on behalf or for the benefit of any private developer or other third party.~~
- ~~(4) The Town will, in the event of the closing of any Street or any part of a Street where a gas line has been constructed in accordance with this Agreement, give Heritage reasonable notice of such closing and will provide Heritage with easements over that part of the Street closed sufficient to allow Heritage to preserve any part of the Gas Distribution System in its then existing location or pay Heritage the costs of relocating of the gas line~~
- (45) At the request of the Engineer, Heritage shall structurally support any portion of its Gas Distribution System at its own cost, where necessary, as part of the process of implementing any municipal improvements.

**AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 20172022-20261**

(6) Where gas mains are installed at sufficient depth and daylighting is required as part of standard locate and construction procedures the Town and their Contractors shall comply at no cost to Heritage Gas.

**Warranty Concerning Condition of Streets**

14. The Town has made no representations or warranties as to the state of repair of the Streets or the suitability of the Streets for any business, activity or purpose whatsoever and Heritage hereby agrees to install pipelines within Streets on an “as is” basis.

## **AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 20172022-20261**

### **Liability**

15. (1) Except for the gross negligence of the Town, Heritage agrees that the Town is not responsible, either directly or indirectly, for any damage to the Gas Distribution System that may result from the activities of the Town, its officers, employees, contractors or agents. The Town assumes responsibility and will reimburse Heritage for any and all loss or damage caused to the Gas Distribution System due to the Town's own gross negligence.
- (2) Except for the negligence of Heritage, the Town agrees that Heritage is not responsible, either directly or indirectly, for any damage to the Municipality's facilities located on, in or under the Street that may result from the activities of Heritage, its officers, employees, contractors or agents. Heritage assumes responsibility and will reimburse the Municipality for any and all loss or damage caused to the Street due to Heritage's own negligence.
- (3) Notwithstanding subsections (1) and (2), Heritage and the Town are not liable one to the other either on the basis of gross negligence or on any other basis for any consequential or economic losses due to the actions of the other party, its agents or employees working in, under, over, along, upon or across the Streets and roads or other owned or occupied property of the Town, or to the Gas Distribution System.

### **Indemnification**

16. (1) Save and except for loss or damage caused by the gross negligence of the Town, Heritage covenants and agrees to indemnify and save harmless the Town's agents, officers, elected officials, employees and assigns from any and all losses, claims, including any claim for injurious affection, charges, damages and expenses which the Town may at anytime bear, sustain or suffer, by reason, or on account of the placement, installation, relocation, maintenance or use of Heritage facilities in, on, under, over, along or across a Street or road, and Heritage will, upon demand and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the Town on any such claim, demand or cause of action, and will pay and satisfy any judgment or decree which may be rendered against the Town for any and all legal expenses incurred in connection therewith. Heritage's obligation to indemnify and save harmless the Town shall survive the termination of this Agreement.
- (2) Subject to the provisions of this Agreement, the Town covenants and agrees to indemnify and save harmless Heritage's agents, officers, employees and assigns from any and all losses, claims, including any claim for injurious affection, charges, damages and expenses which Heritage may at any time bear, sustain or suffer, by reason, or on account of the gross negligence of the Town and the Town will, upon demand and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against Heritage on any such claim, demand or cause of action, and will pay and satisfy any judgment or decree which may be rendered against Heritage for any and all legal expenses incurred in connection therewith. The Town's obligation to indemnify and save harmless Heritage shall survive the termination of this Agreement.

### **Insurance**

**AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 20172022-20261**

17. Heritage confirms that it has and shall maintain insurance in sufficient amount and description as will protect Heritage from claims for damages, personal injury including death, and for claims for property damage which may arise from Heritage's operations in the Town under this Agreement, including the use or maintenance of its Gas Distribution System in its Streets or any act or omission of Heritage's agents or employees while engaged in the work of placing, maintaining, renewing or removing any portion of its Gas Distribution System and such coverage shall include all costs, charges and expenses reasonably incurred with any injury or damage. Heritage confirms that the insurance that it presently has meets the requirements of the terms and conditions of its franchise grant pursuant to the Gas Distribution Regulations. A copy of the Heritage's insurance policy will be made available upon written request of the Town.

**Abandonment or Discontinued Use of Pipeline Infrastructure**

18. In the event of the abandonment or the discontinued use of all or any part of the Gas Distribution System, any removal is subject to the consent of the Town but subject always to any overriding direction or order of the NSUARB.

**Assignment**

19. This Agreement may be transferred or assigned by Heritage with the approval of the NSUARB and with the consent of the Town, which consent shall not be unreasonably withheld.

**Breach**

20. The Town and Heritage agree that should Heritage or the Town materially fail to carry out any of the terms, covenants and conditions herein contained or default in any of its obligations under the terms hereof and fail within thirty (30) days after receiving written notice from the other party to correct any such failure which is capable of correction, then this Agreement may, at the option of the non-defaulting party, and subject to the approval of the NSUARB, thereupon be terminated by giving written notice to be effective upon receipt, provided that Heritage shall continue to be liable to the Town for all payments due and obligations incurred under this Agreement prior to such termination.

**Agreement Interpretation**

21. Subject to the right of either party to apply to the NSUARB for the resolution of disputes arising under this Agreement, the Town and Heritage agree that any disputes concerning the interpretation or application of this Agreement shall be resolved through arbitration pursuant to the terms of the Commercial Arbitration Act, Stats. N.S. 1999, c.5.

**Termination**

22. Subject to the approval of the NSUARB, if this Agreement is terminated by the Town pursuant to section 20, all the unfulfilled covenants, indemnities and obligations of Heritage hereunder shall survive such termination.





# SYNOPSIS

## 2021 Amherst Junior A Ramblers Agreement

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Due to the uncertainties caused by the COVID-19 pandemic, the parties entered into a one-year agreement for the 2020-2021 hockey season. The previous one-year agreement between the Town and the Ramblers has expired and a new 3-year agreement is being proposed which, if approved, would be retroactive to August 1, 2021.

The terms of the agreement are basically unchanged. For the 2021-2022 hockey season there is no increase in fees paid by the Ramblers being proposed. For the 2022-2023 and 2023-2024 seasons (year's 2 and 3 of the agreement) fees will be increased by 5% each year. The three clauses pertaining to COVID-19 added to the agreement in 2021 will remain in effect for the duration of the proposed agreement.

### **MOTION:**

**That Council approve of the agreement between the Town of Amherst and the Amherst Ramblers "Jr A" Hockey Club 1997 and authorize the Mayor and CAO to sign on behalf of the Town.**

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

**SUBMITTED BY:** Aaron Bourgeois, Director of Operations

**DATE:** December 20, 2021

**SUBJECT:** 2021 Amherst Junior A Ramblers Agreement

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**ORIGIN:**

Expiration of the existing one-year agreement as of July 31, 2021.

**LEGISLATIVE AUTHORITY:**

Municipal Government Act Section 47 (5) The Council may make and carry out a contract, perform an act, do any thing, or provide a service for which the municipality or council is authorized by an Act of the Legislature to spend or borrow money.

**RECOMMENDATION:**

That Council approve of the agreement between the Town of Amherst and the Amherst Ramblers "Jr A" Hockey Club 1997 and authorize the Mayor and CAO to sign on behalf of the Town.

**BACKGROUND:**

Due to the uncertainties caused by the COVID-19 pandemic the parties entered into a one-year agreement for the 2020-2021 hockey season. The previous one-year agreement between the Town and the Ramblers has expired and a new 3-year agreement is being proposed which, if approved, would be retroactive to August 1, 2021.

**DISCUSSION:**

The terms of the agreement are basically unchanged. For the 2021-2022 hockey season there is no increase in fees paid by the Ramblers being proposed. For the 2022-2023 and 2023-2024 seasons (year's 2 and 3 of the agreement) fees will be increased by 5% each year. The three clauses pertaining to COVID-19 added to the agreement in 2021 will remain in effect for the duration of the proposed agreement.

**FINANCIAL IMPLICATIONS:**

2021-2022 Hockey Season no additional revenue, fee structure same as 2020-2021. The five percent annual increase in fees for years 2 and 3 of the proposed agreement represents approximately \$2,700 in additional revenue to the Town.





## AMHERST TOWN COUNCIL

RFD# 2021100

Date: December 20, 2021

### **SOCIAL JUSTICE IMPLICATIONS:**

There are no social justice implications to the approval of the agreement.

### **ENVIRONMENTAL IMPLICATIONS:**

There are no environmental implications to the approval of the agreement.

### **COMMUNITY ENGAGEMENT:**

No community engagement has been undertaken at this time. A media release will be issued should the agreement be approved.

### **ALTERNATIVES:**

1. Do not enter into the agreement and do not allow the Club to utilize the Amherst stadium.
2. Council may ask for additional or alternative terms in the agreement.

### **ATTACHMENTS:**

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Report prepared by:

Report and Financial approved by:



**AGREEMENT BETWEEN  
AMHERST JR "A" HOCKEY CLUB 1997 (herein after called the Ramblers)  
THE TOWN OF AMHERST (herein after called the Town)**

**PREAMBLE**

Whereas the Town is the owner of and operates the Amherst Stadium (The Town);

And Whereas the Amherst Jr "A" Hockey Club 1997 owns and operates a hockey club that will participate in the Maritime Hockey League which club will be known as the Amherst Ramblers (The Ramblers);

And Whereas the Ramblers is desirous of renting ice time as well as related facilities from the Town in order to promote the Ramblers as a tier two Junior "A" Hockey Team and participate in the MHL;

And Whereas the Town is prepared to rent to the Ramblers the facilities necessary for the Ramblers to operate the Hockey Club subject to the terms and conditions here in after set out.

The parties hereto acknowledge the forgoing recitals, and including the Operating Principles as set out in Appendix A, as being true and accurate and agree to incorporate same as terms of this agreement in effect from August 1, 2021~~1~~ to July 31, 2024~~4~~

**1. Pre-Season:**

a. Ice will be available 14 days prior to the start of MHL regular season.

b. **Hourly Pre-Season practice rental for 2020~~1~~-2024 will be:**  
As per user fee policy. ~~This is the same as previous contract.~~

c) **Preseason games fees for 2020-2021:**  
~~\$463.05~~

~~2021-2022: \$463.05 plus HST. No increase from previous year due to Covid. 2017-18 will be same as 2016-17~~

~~2022-2023: \$486.20 plus HST. 5% increase~~

~~2023-2024: \$510.51 plus HST. 5% increase~~

~~2018-19 will be \$420.00 plus HST per game~~

~~2019-20 will be \$441.00 plus HST per game~~

~~c) Preseason games fees will be:~~

~~2021-2022: \$463.05 plus HST. No increase from previous year due to Covid.~~

~~2022-2023: \$486.20 plus HST. Increase of 5%~~

~~2023-2024: \$510.51 plus HST. Increase of 5%~~

**2. Regular Season games fees for 2021: ~~\$21,676.20~~ will be:**

2021-2022: \$21,676.20 plus HST (based on 26 home games). ~~No increase from previous year due to Covid~~

2022-2023: \$22,760.01 plus HST (based on 26 home games). ~~Increase of 5%~~

2023-2024: \$23,898.01 plus HST (based on 26 home games). ~~Increase of 5%~~

3. **Playoff game fees** ~~for 2020-2021 will be: \$868.21~~

2021-2022: \$868.21 plus HST. ~~No increase from previous year due to Covid~~

2022-2023: \$911.62 plus HST. ~~Increase of 5%~~

2023-2024: \$957.20 plus HST. ~~Increase of 5%~~

4. **Payment:** The Amherst Jr. Ramblers will be billed on the last day of each month starting in August and ending ing the month the season is complete.

5. **Games Schedule:** Games to start at 7:00pm, 7:30pm or 8:00pm. Special consideration will be given to games that are scheduled on statutory holidays. These games will be scheduled for 2:00pm. Town is open to special game time requests from the Ramblers providing 30 days' notice is provided prior to the scheduled game. Regular season dates must be approved by the Facility ~~Coordinator~~ Manager prior to submitting to the MHL.

6. **Practice Times:** Practices are scheduled for one and a half hours (1.5 hours) on Tuesday and Thursday nights or such nights that are agreeable to both the team and the Town of Amherst. The practice charge is included with flat game fees. To be consistent with the Town of Amherst Ice Allocation Policy, a charge at the regular prime time rental rate + HST applicable at the time of the cancellation will be levied if this practice is not canceled within 48 hours. This notice period is required to allow the Town ample time to try to rent the ice to a 3<sup>rd</sup> party. If agreed on by the Facility Manager and the Amherst Jr. Ramblers practice times may vary.

~~4.7~~ **Selling of Stadium Advertising:** As per Stadium Sign Rental Policy # 72300-08. See attached Policy. The ~~ice~~ logo sales list must be provided no later than July 30 for each year of this contract. All other advertising inventory available to the team up to September 30 for each year of this contract.

8. **Stadium Event Sign:** Information related to the Stadium Event Sign changes will be required at least 48 hours prior to game day. Ramblers will provide a schedule of games and wording for the sign as required.

9. **Insurance:** The Ramblers agrees to carry, during the times of use, general liability insurance covering bodily injury and property damage with limits of at least \$1,000,000.00 per occurrence, and to be responsible for any and all expenses, costs and liabilities in connection with any claim which may be made against the Stadium by reason of the activities contemplated by this Agreement or persons coming on the premises of the Stadium as a result of the activities. Proof of General Liability insurance to be provided to the Town of Amherst before the start of training camp.

10. **Security:** Security arrangements shall be made by the Town with a bonded security company for all Amherst Rambler home games. 100% of the full cost will be the responsibility of the Ramblers and will be billed and due on a ~~month-to-month~~ month-to-month basis. Prior to the start of the season, and again prior to the start of the play-offs during the term of this contract,

the Town and the Ramblers will meet to determine security standards and numbers based on Service Nova Scotia Alcohol & Gaming Division.

11. **Bar:** Provided the sale of alcohol is permitted at the Stadium, the heated meeting room on the second floor overlooking the ice surface is available to the Ramblers for regular season games and playoffs under the existing Town of Amherst Liquor License. In addition, this license includes a designated area of seating on the west end of the Stadium. For the balance of this agreement, the Ramblers will be responsible for complete operation of the bar during home ~~eg~~games. Servers will be appropriately attired and with name tags. The Ramblers will have the right of first refusal to provide bar services in this ~~second floor~~~~second-floor~~ room, on behalf of the Town for any other event or activity being held from time to time that may require bar services. The Ramblers will participate in the Bar Suspension Program facilitated through the Amherst Town Police. The Town will not be responsible for any items left in this room by the Ramblers or patrons. Should alcohol sales not be permitted the team shall be advised prior to August 1<sup>st</sup> of each year the agreement is in place.
12. **Dressing Room:** The use of the dressing room will be included in the flat fee. The Ramblers will be responsible for any and all damage to the dressing room. The Town reserves the right providing adequate written notice is provided (14 days) to use the dressing room for the purpose of Provincial, Regional and/or National events should they occur.
13. **Sponsorship:** The Town will be considered a gold sponsor, with acknowledgment in the program and advertising. The Town will be provided with 5 free season passes, issued as game tickets
14. **Zamboni, boiler and plant rooms** are off limits to all unauthorized persons. This is a significant safety concern and breach of this clause will result in the immediate suspension from the Stadium of the offender for the balance of the Stadium season.
15. **Program of Events:** The Ramblers will provide the Facility Manager with a program of events and requirements 48 hours prior to the game. (i.e.: Saturday games, requirements by Thursday at 12:00 Noon; Friday Games, requirements by Wednesday at 10:00am). The Ramblers will provide one point of contact for game day. All issues/requests will go through/come from this point of contact.
16. **Chewing Tobacco:** There will be no chewing of tobacco allowed in the Stadium. This is in keeping with current MHL regulations.
17. **Cancellation of scheduled games due to COVID-19:** Should the COVID-19 pandemic cause the cancellation of scheduled games and / or practices, the Club will only be required to pay for the games / practices that were held prior to the cancellation.
18. **Closure of the Amherst Stadium due to COVID-19:** The Town reserves the right to close the Amherst Stadium due to the COVID-19 pandemic and will not be held responsible for any losses incurred by the Club regardless of any decision of the MHL to continue with league play or playoffs.

This agreement is contingent on the fact that all regular season and playoff home games are to be played at the Amherst Stadium.-

Signed at Amherst, Nova Scotia this \_\_\_\_\_ of \_\_\_\_\_, 2018~~21~~.

Signed: \_\_\_\_\_  
*Amherst Junior "A" Hockey Club 1997 Witness*  
~~Andrew Read~~ Ron Lake, President

Signed: \_\_\_\_\_  
*Amherst Junior "A" Hockey Club 1997 Witness*  
Treasurer

Signed: \_\_\_\_\_  
~~Greg Herrett~~ Jason MacDonald, CAO, Town of Amherst Witness

Signed: \_\_\_\_\_  
*David Kogon, Mayor, Town of Amherst Witness*

## APPENDIX A

The Town of Amherst recognizes the importance of the sustainability of the Amherst Jr. A Ramblers and the Maritime Hockey League in Amherst, as well as the value and benefit of the relationship between the Hockey Club, and the Amherst Stadium to the community and region.

Paramount to the success of any relationship is effective, timely and accurate communications. It is the intent and expectation through a relationship of collaboration and respect, that the Town and the Ramblers shall demonstrate leadership and display positive exemplary behavior through working together to create, develop, enrich and support a positive image for all.

For the term of the agreement, the principal contact for the Town of Amherst will be the CAO, or official designate and for the Amherst Jr. A Hockey Club, the Club President, or official designate. For ~~day-to-day~~ operations the principal contact for the Town will be the Facility Manager, and for the Club, the General Manager. All communications relating to ~~day-to-day~~ operations between parties should flow between these spokespersons.

During the length of this agreement, at least three times per season both parties shall schedule a meeting to review operations, issues and opportunities. Participants shall include the Town of Amherst Department Director, Facility Manager and the Chief Administrative Officer or designate. The hockey Club representation shall be the President, General Manager and one additional invitee of the Club. Official minutes of these meetings are to be kept and circulated to both parties. Meetings shall be called and held:

1. Prior to August 15<sup>th</sup> of each season;
2. Prior to January 15<sup>th</sup> of each season; and
3. Prior to the start of the MHL Playoffs of each season.

While signage and advertising is the exclusive right of the Town, the Town recognizes that the selling of stadium advertising is a revenue opportunity for the Club. The spirit of this agreement allows for the Club (Article 9) to sell existing inventory sold by the Club during the previous season, as well as any new inventory that is requested by the Club and approved by the Town. Based on the Stadium Sign Rental Policy #72300-08, inventories available to the Club expire each year of this agreement as follows:

1. Ice Logos – July 30<sup>th</sup>; and
2. All other inventory – September 30<sup>th</sup>

The Town acknowledges, covenants and agrees that it has the following obligations under the spirit of this agreement:

1. To maintain and keep in good repair the Amherst Stadium, including common elements and the facilities as rented by the Hockey Club;
2. To perform any required repairs reasonably and expeditiously so as to minimize interference with the activities of the Hockey Club;
3. To maintain and keep in good repair exterior facilities, including snow removal;
4. To keep in place property and liability insurance as would a reasonable and prudent facility owner; and
5. To provide adequate security services to ensure a safe and respectful environment.

The Hockey Club acknowledges, covenants and agrees that it has the following obligations under the spirit of this agreement:

1. To pay the facility rental and fees as set out in this agreement;
2. To be responsible for the ~~day-to-day~~ day-to-day operations of the Club dressing room, including cleanliness, renovations, signage, telephone or other communications services required by the Club subject to the approval of the Town;
3. To be responsible for the safety and wellbeing of its participants, users, invitees and guests;
4. To provide insurance as set out in this agreement;
5. To abide by and comply with all facility rules and regulations from time to time in place including any by-laws of the Town or the regulations or any other authority having jurisdiction; and
6. Not to permit any notice, painting, design or advertisement without the consent of the Town.

The Town and the Club agree to attempt to resolve any differences, disagreements or disputes under this agreement in good faith and on an expeditious basis. The parties agree to provide candid and timely disclosure of all relevant facts and information. All reasonable requests for relevant documentation relating to the differences, disagreements or disputes made by either party will be honored.

Should, after effort by both parties a disagreement claims or dispute not be resolved, a special meeting will be held involving the Town CAO, ~~Deputy CAO~~ Director of Operations and the Facility Manager, and the Ramblers President, General Manager and Board Member designated by the President.

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DEPARTMENT: COMMUNITY & ECONOMIC DEVELOPMENT

TITLE: SIGN RENTAL POLICY

Minutes reference date: 24 November 2003  
Revised: 18 April 2009 27 October 2014

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### PURPOSE

To provide an opportunity for the Stadium, non-profit groups and organizations to raise monies by selling advertising in the Amherst Stadium.

### POLICY

Cumberland County Minor Hockey Association, Amherst Skating Club, Amherst Jr. "A" Ramblers Hockey Team and any other using organizations will be allowed to sell advertising in the Amherst Stadium.

#### **Dasher Boards (3 x 8 foot sign)**

50% of the yearly rental shall be paid to the selling organization. The selling organization or advertiser must purchase sign kit material, at cost, from the Stadium to ensure that materials meet standards and safety requirements. Art work will be the responsibility of the advertiser.

#### **Ice Surface Advertising**

50% of the yearly rental shall be paid to the selling organization. The selling organization or advertiser must have signage prepared prior to September 1<sup>st</sup>. This will allow for planning and installation of said advertising while the ice is placed in the Stadium. Signage to be made from either onion paper or stencils, to allow for proper paint and design. Signs will be placed by Stadium staff.

#### **Zamboni**

50% of the yearly rental shall be paid to the selling organization. Only decals or magnetic signs are to be used. Cost of signage will be the responsibility of the advertiser and should be capable of withstanding 200° F water and cold rain, as the machine may be exposed to varying weather conditions when going outside the building or when being washed off with very hot water.

Drilling of holes in the Zamboni to attach signage will not be permitted.

**Other signs**

50% of the yearly rental shall be paid to the selling organizations for all other signs.

**Exclusions**

Scoreboard signage and all backlit signage will be excluded from this policy and these signs will be marketed directly by the Town of Amherst.

**Terms and Conditions**

- Any authorized agent who engages in the selling of advertising space within the Amherst Stadium must contact the Department of Recreation to ensure space availability prior to confirmation of the rental agreement with the client.
- Once availability is confirmed with staff, the authorized agent will advise the Department, in writing, of the sales commitment and confirm installation dates and billing contact information.
- Department of Recreation staff will arrange issuance an invoice directly to the customer and collect payments.
- At the conclusion of the each season, accounts will be reconciled and commissions will be credited to each organization for new sales and renewals of existing commissioned accounts.
- All art work will be the responsibility of the advertiser.
- All signs will be installed by Town of Amherst staff.
- The Town of Amherst staff reserve the right to refuse or remove any advertising that it deems unfit and portrays a negative image of the Town of Amherst, residents or business. Removal will be at the cost of the advertiser or selling organization.
- Rates for signage will be set annually under user fee policy number 03470.



# SYNOPSIS

## Advisory Committee to Reduce Poverty Issues Policy Repeal

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In 2019 a Terms of Reference Policy was established for a Town of Amherst committee to address poverty. Since that time the Councils of Amherst, Oxford and the Municipality of Cumberland agreed to form a Joint Committee to work on this issue together.

A new Terms of Reference was developed and was passed individually by all three Councils.

As this new Terms of Reference replaces the existing one, Council needs to formally repeal the original Town policy.

### **MOTION:**

**That Council formally repeal the Advisory Committee to Reduce Poverty Issues Policy # 10350-29.**



**AMHERST TOWN COUNCIL**

**RFD# 2021101**

**Date: December 20, 2021**

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

**SUBMITTED BY:** Kimberlee Jones,

**DATE:** December 20, 2021

**SUBJECT:** **Repeal Advisory Committee to Reduce Poverty Issues Policy**

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**ORIGIN:** Establishment of a new Intermunicipal Poverty Reduction Advisory Committee

**LEGISLATIVE AUTHORITY:** MGA 24(1) The Council may establish standing, special and advisory Committees.

**RECOMMENDATION:** That Council formally repeal the Advisory Committee to Reduce Poverty Issues Policy # 10350-29.

**BACKGROUND:** In 2019 a Terms of Reference Policy was established for a Town of Amherst committee to address poverty. Since that time the Councils of Amherst, Oxford and the Municipality of Cumberland agreed to form a Joint Committee to work on this issue together. A new Terms of Reference was developed and was passed individually by all three Councils.

**DISCUSSION:** As this new Terms of Reference replaces the existing one, Council needs to formally repeal the original Town policy.

**FINANCIAL IMPLICATIONS:** There are no financial implications

**SOCIAL JUSTICE IMPLICATIONS:** One of the aims of the Committee is to reduce the incidence of poverty in the community, thus increasing social justice.

**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications

**COMMUNITY ENGAGEMENT:** Each municipality can now begin to recruit citizen volunteer representatives to serve on the joint committee.

**ALTERNATIVES:** As the new policy has been adopted, there is no alternative and the former policy must be repealed.

**ATTACHMENTS:** The 2019 Poverty Advisory Committee Terms of Reference Policy.

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Report prepared by: Kimberlee Jones

Report and Financial approved by:



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**DEPARTMENT:** Council and Corporate Services

**TITLE:** Advisory Committee to Reduce Poverty Issues

Minutes reference date: December 16, 2019

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**Purpose**

1. The Advisory Committee to Reduce Poverty Issues (the “Committee”) assists Town Council (“Council”) in fulfilling its responsibilities relating to creating a well community and reducing poverty in The Town.
2. In particular, the Committee assists Council by:
  - a. Recommending initiatives related to poverty reduction;
  - b. Providing recommendations on ways to educate the community and engage stakeholders;
  - c. Reviewing studies, plans and proposals related to this area and providing comments to staff and recommendations to Council in accordance with this information;
  - d. Proposing changes to policy to encourage or enable Council’s goals in the poverty reduction area;
  - e. Provide staff with information beneficial to the strategic direction of Council as it relates to poverty reduction.

**Composition, Operations and Accountability**

3. The Committee shall have voting membership that includes:
  - a) A Town of Amherst Council member
  - b) A representative from the Business Community
  - c) Someone with current Lived Experience
  - d) Someone who is either a newcomer or works with newcomers
  - e) One member from the NSHA
  - f) Service provider to persons experience low income / social isolation
  - g) Someone related to the academic or education aspects of poverty
  - h) Two other members working or volunteering in areas related to poverty

Non-voting members shall include:

  - i) A Town of Amherst staff member
  - j) Topic specialists
  - k) Those invited to meetings on an as needed basis
4. The initial appointments (effective January 29, 2019) will be for one-year terms, as a transitional measure, and subsequent appointments will have four members for a one-year term and four members for a two-year term to ensure knowledge is retained on the Committee. Appointees shall possess knowledge and understanding of poverty related issues and services currently being provided by the community. Appointments shall be approved by Council annually at their October meeting.
5. The Town of Amherst Council member shall be elected annually by Council.
6. The Town of Amherst staff member and the secretary of the Committee shall be appointed by the Chief Administrative Officer.

**DEPARTMENT: Council and Corporate Services**

**TITLE: Advisory Committee to Reduce Poverty Issues**

Minutes reference date: December 16, 2019

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7. The Chair shall be the Town of Amherst Council member.
8. The Committee shall normally meet monthly (monthly except July and August). Additional meetings may be called based on requirements. The Committee Chair will make periodic reports to Council on matters relating to the Committee's duties and responsibilities.
9. All meetings shall be public meetings and closed meetings will follow the guidelines of the Municipal Government Act.
10. The Committee provides open avenues of communication to stakeholders and Council.

**Goals**

11. The Committee has the following goals:
  - a. Provide a summary of existing services aimed at community well-being and poverty reduction;
  - b. Identify gaps in service provisions and knowledge of poverty and community well-being;
  - c. Engagement of stakeholders including all levels of government, Town residents and businesses in poverty reduction;
  - d. Developing the framework for a strategic plan around poverty reduction;
    - i. Work collaboratively with those experiencing poverty, existing services providers in the not for profit, non-governmental and service organizations, concerned citizens, government, businesses and other stakeholders;
    - ii. Identify short- and long-term options for impacting the poverty reduction component of community well being;
    - iii. Identify areas for education and fact gathering.
  - e. Monitor ongoing efforts on implementation of the strategic plan once developed;
  - f. Provide insight to Town staff and Council on evolving issues once the plan is developed.

**Terms of Reference for the Committee**

12. The Committee will review its terms of reference annually.

# **Internal Committee Report**

## **Amherst Board of Police Commissioners**

**December 2021**

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The Amherst Board of Police Commissioners met on December 8, 2021 at 3:00 p.m. Items on the agenda included a discussion on Bylaw C-11 Respecting Intrusion, Robbery and Fire Alarm Systems, an update on APD training and development, as well as a review of the Chief's report for the months of June to November.

# **Internal Committee Report**

## **Audit Committee**

### **December 2021**

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The Audit Committee met on December 14, 2021. Items on the agenda included the election of Chair and Vice-Chair for the 2022 calendar year, a review of the second quarter financial report as well as the 2019-20 Financial Condition Indicators (FCI) results, both included as part of the agenda package.



# SECOND QUARTER FINANCIAL REPORT

## FOR THE PERIOD ENDED SEPTEMBER 30, 2021 (UNAUDITED)

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Town of Amherst



## INTRODUCTION

Quarterly financial reporting is being prepared by the Town of Amherst as a means of providing the community, council and the organization with a regular overview of financial and statistical information. Quarterly financial reporting is a strategic priority identified by council.

The primary information provided in the quarterly report is a comparison of the year to date budget amounts to actual revenues and expenditures for operating departments. All financial information is based on preliminary, unaudited information reported from the municipal finance system as of the report date. Seasonal variations in municipal operations may affect the proportion of revenues achieved or expenditures incurred to date.

This quarterly report provides information in seven parts:

*Organizational Structure, page 3*

- ℓ Hierarchy with departmental responsibilities.

*Commentary, page 4*

- ℓ Charts and comments

*Schedules of Operations, pages 5-7*

- ℓ Schedule of Operations – General Operating Fund – Revenues & Expenditures
- ℓ Schedule of Operations – General Operating Fund – Departmental & Mandatory Expenditures
- ℓ Schedule of Operations – Water Operating Fund – Revenues & Expenditures

*Statement of Financial Position, page 8*

- ℓ Consolidated Statement of Financial Position

*Capital Budget, pages 9-11*

- ℓ 2020/21 Capital budget with actual and committed costs

*Tax Rates, pages 12-13*

- ℓ General
- ℓ Mandatory Provincial Contribution Area Rate
- ℓ Community Support Area Rate

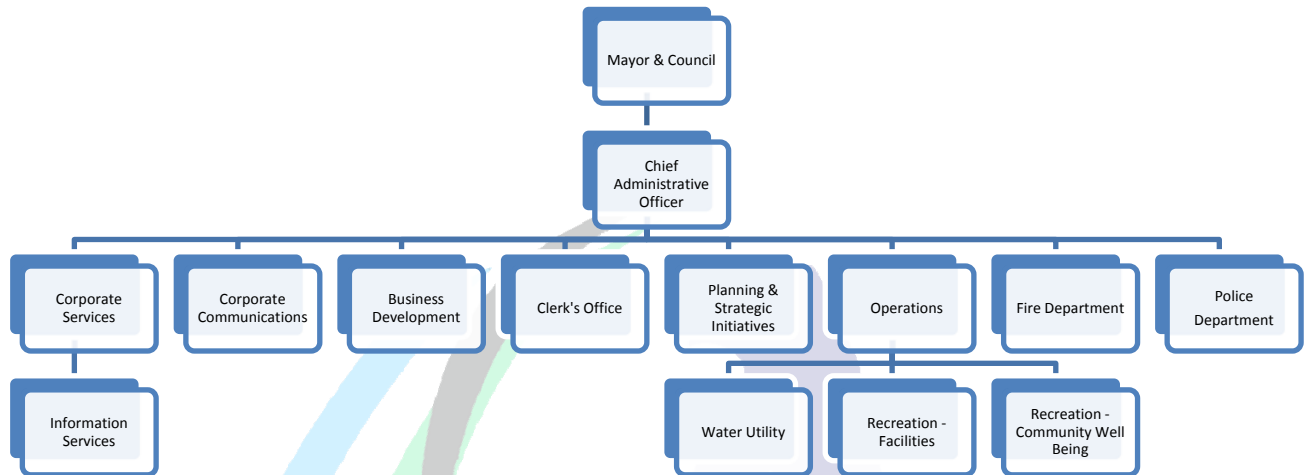
*Other Rates, pages 14 - 15*

- ℓ Deed Transfer Tax
- ℓ Uniform Charge – Solid Waste
- ℓ Sewer Rates
- ℓ Uniform Charge – Wastewater Treatment Facility
- ℓ Water Utility Rates

Quarterly financial reporting follows the fiscal year of the municipality which is April 1 through March 31.

## ORGANIZATIONAL STRUCTURE

Below is the organizational structure of the Town of Amherst with a brief description of each departments responsibilities.



### Corporate Services

- ✔ Finance
- ✔ Fiscal Planning
- ✔ Human Resources
- ✔ Tax & Water/Sewer Billing
- ✔ Collections
- ✔ Procurement
- ✔ Information Services Management

### Corporate Communications

### Business Development

- ✔ Investment Attraction
- ✔ Business Retention Expansion

### Clerk's Office

- ✔ Council & Committee Liaison
- ✔ Records Management

### Planning & Strategic Initiatives

- ✔ Planning / Development
- ✔ Strategic Initiatives / Projects

### Fire Department

- ✔ Fire Rescue
- ✔ Hazmat

### Operations

- ✔ Inspections / Permits
- ✔ Solid Waste
- ✔ Engineering
- ✔ Public Works
- ✔ Sewer
- ✔ Water

### Recreation - Facilities

- ✔ Stadium
- ✔ Parks / Playgrounds
- ✔ Robbs

### Recreation – Community Well Being

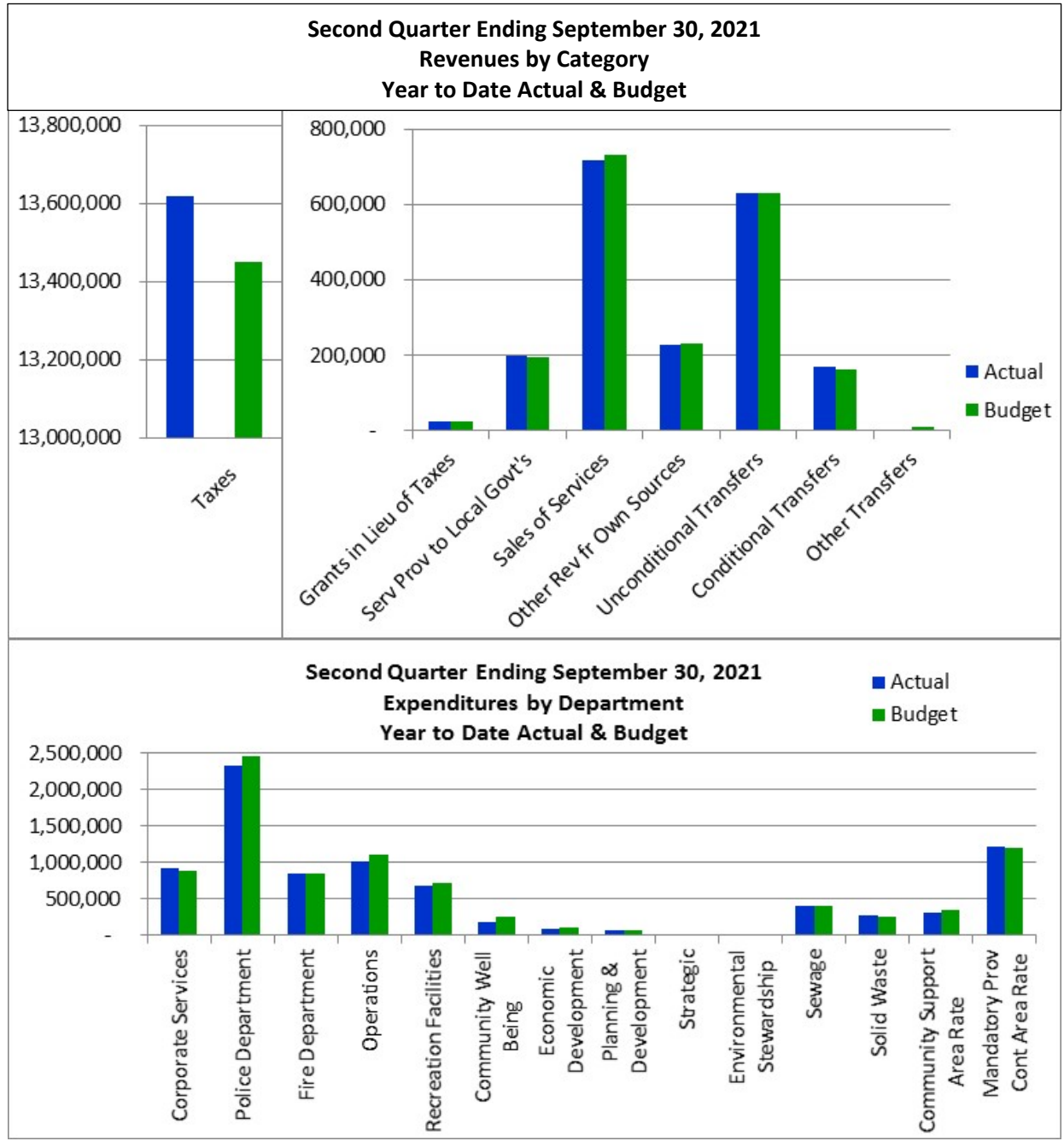
- ✔ Wellness
- ✔ Programming
- ✔ Community Events
- ✔ Tourism

### Police Department

- ✔ Crime
- ✔ Major Crime
- ✔ Street Crime
- ✔ Crime Prevention
- ✔ Community Partnerships

COMMENTARY

Six months into the 2021/22 fiscal year the general operating fund has a surplus of \$476,384 compared to budget. The Town’s operating revenues are \$15,586,909 compared to the budgeted amount of \$15,442,965. The Town’s expenditures at the end of the second quarter are \$8,309,273 compared to the budgeted amount of \$8,641,713.



SCHEDULE OF OPERATIONS

**Town of Amherst**  
**Schedule of Operations - General Operating Fund**  
**For the Six Months Ended September 30, 2021**

	2020/21 Actual	2021/22 Actual	2021/22 Budget	2021/22 Variance
<b>Revenues</b>				
Taxes	\$ 13,293,809	\$ 13,619,292	\$ 13,450,573	\$ 168,719
Grants in Lieu of Taxes	-	24,460	25,000	- 540
Services Provided to Other Local Govt	195,304	197,461	196,641	820
Sales of Services	680,214	718,519	733,251	- 14,732
Other Revenue from Own Sources	179,218	226,597	233,109	- 6,512
Unconditional Transfers	630,192	630,192	630,191	1
Conditional Transfers	171,377	170,388	163,200	7,188
Other Transfers	-	-	11,000	- 11,000
<b>Total Revenues</b>	<b>15,150,114</b>	<b>15,586,909</b>	<b>15,442,965</b>	<b>143,944</b>
<b>Expenditures</b>				
Wages & Benefits	3,780,412	4,472,463	4,790,238	- 317,775
Administrative Costs	318,479	325,556	351,698	- 26,142
Building & Facility Costs	302,825	345,834	344,941	893
Vehicle & Equipment Costs	184,967	168,484	176,621	- 8,137
Materials & Supplies	265,321	196,273	202,797	- 6,524
Grants to Organizations	124,283	181,038	182,917	- 1,879
Other Municipal Costs	453,002	468,900	482,835	- 13,935
Fiscal Services	1,599,171	1,773,284	1,624,259	149,025
Fire Protection Charge	353,272	353,272	353,273	- 1
Tax Exemptions	144,582	136,057	150,243	- 14,186
Cost Recovery	- 22,694	- 111,888	- 18,109	- 93,779
<b>Total Expenditures</b>	<b>7,503,620</b>	<b>8,309,273</b>	<b>8,641,713</b>	<b>- 332,440</b>
<b>Surplus</b>	<b>7,646,494</b>	<b>\$ 7,277,636</b>	<b>\$ 6,801,252</b>	<b>\$ 476,384</b>

SCHEDULE OF OPERATIONS (cont'd)

**Town of Amherst**  
**Schedule of Operations - General Operating Fund**  
**Departmental and Mandatory Expenditures**  
**For the Six Months Ended September 30, 2021**

	2020/21 Actual	2021/22 Actual	2021/22 Budget	2021/22 Variance
<b>Departmental Expenditures</b>				
Corporate	\$ 800,576	\$ 927,268	\$ 889,034	\$ 38,234
Police	2,072,378	2,322,016	2,459,977	- 137,961
Fire	796,848	841,082	844,050	- 2,968
Operations	1,027,216	1,015,761	1,109,800	- 94,039
Recreation Facilities	496,188	677,185	722,159	- 44,974
Community Well Being	118,938	184,490	255,222	- 70,732
Economic Development	96,581	81,981	107,125	- 25,144
Planning & Development	49,528	63,073	63,071	2
Environmental Stewardship	-	-	-	-
Strategic	-	-	-	-
Sewage	359,951	394,457	395,790	- 1,333
Solid Waste	276,676	266,366	255,954	10,412
Community Support Area Rate	270,524	318,028	346,173	- 28,145
<b>Total Departmental Expenditures</b>	<u>6,365,404</u>	<u>7,091,707</u>	<u>7,448,355</u>	<u>- 356,648</u>
<b>Mandatory Expenditures</b>				
Assessment Services	58,167	57,277	59,330	- 2,053
Corrections	55,114	54,828	56,217	- 1,389
Housing	195,599	246,897	219,245	27,652
Education	798,426	814,914	814,916	- 2
Regional Library	30,910	43,650	43,650	-
<b>Total Mandatory Expenditures</b>	<u>1,138,216</u>	<u>1,217,566</u>	<u>1,193,358</u>	<u>24,208</u>
<b>Grand Total Expenditures</b>	<u>\$ 7,503,620</u>	<u>\$ 8,309,273</u>	<u>\$ 8,641,713</u>	<u>-\$ 332,440</u>

SCHEDULE OF OPERATIONS (cont'd)

Compared to budget, the Water Operating Fund is showing a surplus of \$34,025 at the end of the second quarter. Revenues are over budget by \$3,094 and expenditures are under budget by \$30,931.

**Town of Amherst**  
**Schedule of Operations - Water Operating Fund**  
**For the Six Months Ended September 30, 2021**

	2020/21 Actual	2021/22 Actual	2021/22 Budget	2021/22 Variance
<b>Revenues</b>				
Sale of Services	\$ 1,279	\$ 1,447	\$ 1,500	-\$ 53
Interest on o/s Water A/R	1,713	3,485	2,250	1,235
Misc Rev & Inc fr Other Non Utility	50	75	100	-
Metered Sales	637,269	619,359	621,136	-
Flat Rate Sales	83,101	83,825	83,160	665
Bulk Water Sales	8,925	11,550	8,500	3,050
Fire Protection	454,207	454,207	454,208	-
Private Hydrants	14,750	10,250	10,250	-
Sprinkler Service	13,750	14,300	14,300	-
<b>Total Revenues</b>	<b>1,215,044</b>	<b>1,198,498</b>	<b>1,195,404</b>	<b>3,094</b>
<b>Expenditures</b>				
Wages & Benefits	326,965	374,587	393,444	-
Administrative Costs	40,788	39,167	42,925	-
Building & Facility Costs	142,163	143,083	145,217	-
Vehicle & Equipment Costs	23,195	18,319	20,134	-
Materials & Supplies	85,852	67,084	67,631	-
Other Municipal Costs	121,380	145,118	147,262	-
Fiscal Services	23,290	25,728	27,404	-
Cost Recovery	-	1,494	-	-
<b>Total Expenditures</b>	<b>762,139</b>	<b>813,086</b>	<b>844,017</b>	<b>- 30,931</b>
<b>Surplus</b>	<b>\$ 452,905</b>	<b>\$ 385,412</b>	<b>\$ 351,387</b>	<b>\$ 34,025</b>

STATEMENT OF FINANCIAL POSITION

**Town of Amherst**  
**Consolidated Statement of Financial Position**  
**As at September 30, 2021**

	<b>As at September 30, 2021</b>	<b>As at September 30, 2020</b>
<b>Financial Assets</b>		
Cash and cash equivalents	\$ 13,869,033	\$ 11,037,105
Receivables	<u>2,942,531</u>	<u>3,580,848</u>
	<u>16,811,563</u>	<u>14,617,953</u>
<b>Liabilities</b>		
Accounts payable and accrued liabilities	2,145,071	1,932,350
Deferred revenue	409,184	326,005
Long term debt	<u>8,368,608</u>	<u>8,142,995</u>
	<u>10,922,863</u>	<u>10,401,350</u>
<b>Net assets (debt)</b>	<u>5,888,700</u>	<u>4,216,602</u>
<b>Non-financial assets</b>		
Prepaid expenses	32,509	30,624
Inventories of supplies	94,174	98,037
Deferred grant - solar garden	244,587	-
Capital assets (net of accumulated amortization)	64,769,621	64,409,887
Capital work in progress	<u>251,986</u>	<u>1,991,080</u>
	<u>65,392,877</u>	<u>66,529,628</u>
<b>Accumulated surplus</b>	<u>\$ 71,281,578</u>	<u>\$ 70,746,231</u>

Note: The Consolidated Statement of Financial Position does not include Cumberland Joint Services Management Authority.

CAPITAL BUDGET

Town of Amherst Capital Budget - 2021/22 Projects	Total Actual Committed & WIP Costs at September 30, 2021	2021/22 Budget
<b>WATER CAPITAL BUDGET</b>		
Monitoring Wells <i>(carry over)</i>	25,029	40,000
Wellfield Generator <i>(carry over)</i>	22,421	240,000
Land Purchase - Hwy 366 Fort Lawrence (Wellfield - protected land) <i>(carry over)</i>	38,667	38,360
Spring Street ~ Croft to Church - water main replacement	8,230	177,000
New Dump Truck	-	175,000
New Overhead Doors - Works Garage (Water) - Qty 4	-	30,000
Future project design cost	-	30,000
Central Avenue - design (future project)	17,544	
Water Meter Reading Handheld Device	-	15,000
Fire Hydrant Replacement	-	12,500
Water Meter Replacement	-	12,500
<b>WATER CAPITAL BUDGET TOTAL</b>	<b>111,892</b>	<b>770,360</b>
<b>GENERAL CAPITAL BUDGET</b>		
<b>EQUIPMENT</b>		
New Trackless Salt Spreader	25,550	30,000
<b>BUILDINGS / LAND</b>		
Solar for Community Buildings - Fire Hall <i>(carry over)</i>	-	183,414
Solar for Community Buildings - Police Station <i>(carry over)</i>	-	184,537
Fire Station Bldg Repairs - installation of card access system <i>(carry over)</i>	-	48,000
Works Garage - Security Doors <i>(carry over)</i>	-	15,000
Town Hall Council Chambers Upgrades (\$30,000 <i>carry over</i> + \$30,000 new)	3,846	60,000
New Overhead Doors - Works Garage (Streets) - Qty 4	-	30,000
Video Conference System for 5 Ratchford Street	-	12,000
Industrial Park Directory Sign Replacement	-	25,000
Fire Dept - Server - replacement	-	17,000
Fire Station - Parking Lot (overlay)	-	80,000
Land - Sale of 31 West Pleasant	506	-
Subtotal	4,352	654,951
<b>LARGE MULTI - CATEGORY PROJECTS</b>		
Spring Street ~ Croft to Church - street paving, sanitary sewer, storm sewer, sidewalk	-	250,000
Franklyn Street - asphalt overlay and storm sewer (corrugated)	16,265	220,000
Future project design cost	-	30,000
Subtotal	16,265	500,000

CAPITAL BUDGET (cont'd)

Town of Amherst Capital Budget - 2021/22 Projects	Total Actual Committed & WIP Costs at September 30, 2021	2021/22 Budget
<b>STREETS</b>		
Tupper Blvd ~ TIR Office Driveway to Chandler Road (overlay)	-	100,000
Summit Avenue ~ (overlay)	2,225	80,000
Haliburton Street ~ (CM)	-	70,000
Townshend Avenue ~ Church to Academy (overlay)	1,051	15,000
Dickey Street ~ Charles to Rupert (overlay)	876	20,000
North Adelaide Street ~ Victoria to Brownell (pulverize & pave)	6,650	200,000
Victor Avenue (overlay)	1,064	50,000
Pender Street (overlay)	726	40,000
Industrial Park Drive ~ CNR to Southgate (overlay)	2,486	100,000
Central Avenue (overlay)	999	75,000
Subtotal	<u>16,077</u>	<u>750,000</u>
<i>RC = Reconstruction and paving; CM = Cold mill and Paving; P = Pulverize and paving; O = Asphalt Overlay</i>		
<b>SIDEWALKS</b>		
Dickey Brook Trail ~ Donald to Charles - Gravel Trail (Active Transportation Plan) (Town Crew) <i>(carry over)</i>	705	10,000
Willow Street Trail - East to Abbey - Gravel Trail (Active Transportation Plan) (Town Crew) <i>(carry over)</i>	-	50,000
Croft Street ~ Beacon to East Pleasant (town crews)	9,207	15,000
Park Street ~ Patterson to Patterson (town crews)	10,380	20,000
LaPlanche Street ~ extension of existing sidewalk to beginning of marsh trail	5,470	20,000
Subtotal	<u>25,761</u>	<u>115,000</u>
<b>STORM /SANITARY SEWER</b>		
Racetrack Road - Pump Station Upgrades (Surcharge Tank) <i>(carry over)</i>	52,810	50,000
Willow Street Trail - East to Abbey (under new trail) - new sanitary sewer main (Town Crew) <i>(carry over)</i>	13,466	50,000
Mallard Drive - storm sewer project - option 2 (town crews)	37,994	40,000
Subtotal	<u>104,270</u>	<u>140,000</u>

CAPITAL BUDGET (cont'd)

Town of Amherst Capital Budget - 2021/22 Projects	Total Actual Committed & WIP Costs at September 30, 2021	2021/22 Budget
<b>FIRE DEPARTMENT</b>		
Fire Station Bldg Repairs - Repair floor and wall finishes in south entrance <i>(carry over)</i>	-	7,000
Fire Station Bldg Repairs - Replace the two main exterior entrances <i>(carry over)</i>	899	18,000
Fire Station Bldg Repairs - concrete ramp and stairs remove & replace <i>(carry over)</i>	2,383	25,000
Replacement - Self Contained Breathing Apparatus (SCBA) (Qty 8) (HAZMAT OPS) <i>(carry over)</i>	-	72,000
Structural Firefighting Bunker Gear - replacement (6-9 sets)	-	20,000
Relocation of a portion of the existing vehicle exhaust rail system (Nederman)	13,332	16,000
Fire Suppression Hose (set #1) - replacement	-	30,000
Air Lift Bag System (rescue) - replacement	-	11,000
Subtotal	<b>16,614</b>	<b>199,000</b>
<b>POLICE DEPARTMENT</b>		
Patrol Vehicle # 6 <i>(carry over)</i>	65,912	68,700
Ballistic Helmets - Carbine <i>(carry over)</i>	10,715	10,000
Pistols & Mags (Qty - 10) <i>(carry over)</i>	12,649	13,000
Patrol Vehicle #2	-	65,000
Ballistic Plates - Hard Body Armour - Carbine - 15 sets	48,888	21,000
Smart Board - Community Room	-	27,000
Subtotal	<b>138,164</b>	<b>204,700</b>
<b>RECREATION</b>		
Vehicle - Car/SUV for Community Wellbeing Team <i>(carry over)</i>	25,086	25,000
Sprinkler System Back Flow Preventor <i>(carry over)</i>	-	5,000
Zamboni	167,257	200,000
New Outdoor Skating Rink / Tourist Center / Market / Take Out Seating	-	200,000
Zero Turn Grass Catcher	-	10,000
Trackless Aerator	-	15,000
Brine Pump - Stadium	11,700	20,000
Cenotaph Renovations	-	40,000
Robbs Basketball Court (multi-purpose) (overlay)	-	35,000
Robbs - Batting Cage - to complete project	14,899	-
Subtotal	<b>218,942</b>	<b>550,000</b>
<b>GENERAL CAPITAL BUDGET TOTAL</b>	<b>565,996</b>	<b>3,143,651</b>

<b>GRAND TOTAL WATER &amp; GENERAL CAPITAL BUDGETS</b>	<b>677,888</b>	<b>3,914,011</b>
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<b>*** Year 2 Commitments:</b>		
Fire Truck - replace Ladder 4 - Aerial device	-	1,600,000
Patrol Vehicle #3	48,888	65,000
New Backhoe - sewer	-	165,000
<b>Subtotal</b>	<b>48,888</b>	<b>1,830,000</b>

## TAX RATES

There are three different tax rates: general, mandatory provincial contribution area rate and the community support area rate. These tax rates are established annually for residential, commercial and resource properties. Tax bills are issued bi-annually. The interim billing is 50% of the total prior year's bill and is due May 31, 2021. The final billing takes into consideration the accounts new assessment, the current year tax rate and uniform charges then deducting the interim billing. The final bill is due September 30, 2021.

### Tax Rates

1. General – this rate is used to pay for services provided by the Town to residents of the Town. These services include; fire, police, planning, transportation and public works, economic development, recreation, as well as internal services performed by the Corporate Services department. The general operations rate increased by one cent (\$0.01) for fiscal 2021/22.
2. Mandatory Provincial Contributions Area Rate - the cost for provincial services the province charges the municipality for. Any changes in these costs are mandated by the Province and passed on to the municipalities to collect on their behalf. In 2021/22 the Town increased the Mandatory Provincial Contribution Area Rate by five tenths of one cent (\$0.005). This rate includes the following provincial services:
  - ⌘ Education
    - ⌘ The Town is required to provide funding to the Chignecto Central Regional Centre for Education under the Education Act. This mandatory education contribution is set by the Province of Nova Scotia and is based on the Town's share of the Uniform Assessment.
  - ⌘ Property Valuation Services Corporation (Assessment)
    - ⌘ The Town is required to provide funding to pay a share of the cost of operating the provincial assessment system. The Town pays a portion of the total Property Valuation Services Corporation costs, based on the Town's share of the Uniform Assessment and the Town's share of assessment accounts across the province.
  - ⌘ Correction Services
    - ⌘ The Town is required to make a mandatory contribution to the province to fund the cost of correctional services. The contribution is set by the Province of Nova Scotia and is based on the Town's share of the Uniform Assessment and the Town's share of dwelling units across the province.

TAX RATES (cont'd)

🌿 Housing

🌿 The Cobequid Housing Authority administers and manages public non-profit housing for seniors and families on low incomes within the Town. The Town is required to fund a portion of the prior year deficit of the Cobequid Housing Authority annually.

🌿 Regional Library

🌿 The Town is required to fund the Cumberland Public Library pursuant to a formula determined by the Province of Nova Scotia. The Town does not share in any surplus or deficits. In addition, the Town provides funds for the operating and maintenance of the library building which is included in the General Rate.

3. Community Support Area Rate – a rate that provides funding for services that, in the opinion of Council, provide support to the community. In 2021/22 the Community Support Area Rate remained the same as the prior year. These include support to the following organizations/events:

🌿 Grants to Organizations

🌿 'A' Fresh Start Grants

🌿 Youth Free Ice Time

🌿 Cumberland YMCA

🌿 Tax Exemption Policy

🌿 Tax Reduction Policy

🌿 Community Events

In summary, all tax and area rates are per \$100 of Assessment. The rates are as follows:

Residential / Resource	<u>2020/21</u>	<u>2021/22</u>
🌿 Residential / Resource Tax Rate	\$1.187	<b>\$1.197</b>
🌿 Mandatory Provincial Contributions Area Rate	\$0.397	<b>\$0.402</b>
🌿 Community Support Area Rate	\$0.071	<b>\$0.071</b>
 Commercial	 <u>2020/21</u>	 <u>2021/22</u>
🌿 Commercial Tax Rate	\$3.987	<b>\$3.997</b>
🌿 Mandatory Provincial Contributions Area Rate	\$0.397	<b>\$0.402</b>
🌿 Community Support Area Rate	\$0.071	<b>\$0.071</b>

OTHER RATES

1. Deed Transfer Tax

When land/property is sold a Deed Transfer Tax (DTT) may be applicable. The Deed Transfer Tax rate is set by the Town and the DTT payable is calculated based on the sale price of the property. Deed Transfer Tax is collected on behalf of the Town through the Land Registration Office when the deed is registered/recorded.

For the 2021/22 fiscal year the deed transfer tax will remain the same at 1.25%.

2. Uniform Charge

Solid Waste Management Uniform Charge

This uniform charge is levied on each dwelling unit within the boundaries of the Town of Amherst in residential premises with less than four such dwelling units.

The uniform charge for 2021/22 to be levied is \$185 (2020/21 - \$185).

3. Sewer Rates

Effective April 1, 2015 there was a sewer base charge added to the metered quarterly bills. This new base charge was implemented because of the removal of the uniform charge for the wastewater treatment facility. Sewer services in the Town of Amherst are billed through one of the following methods:

Sewer Metered – consumption volume is determined by the Amherst Water Utility

Sewer Consumption Rate (per cubic meter)

Residential - \$0.99 per cubic meter of metered water consumption

Commercial - \$0.49 per cubic meter of metered water consumption

Sewer Base Charges (Quarterly)

Size of Meter	
5/8"	\$ 18.00
3/4"	\$ 27.00
1"	\$ 43.75
1.5"	\$ 86.00
2"	\$ 136.25
3"	\$ 271.25
4"	\$ 500.00

Sewer Non-Metered Customers

For non-metered customers in unmetered mobile home parks, the park owner shall pay \$178.53 per dwelling unit per annum.

OTHER RATES (cont'd)

- a. Wastewater Treatment Facility Uniform Charge (this offsets expenses for sewer services for those not charged a sewer base charge).
  - ℓ As of April 1, 2015, the Town has removed the uniform charge for the Wastewater Treatment Facility for all assessments with the exception of unmetered mobile homes within a land leased community and replaced it with a base charge on the quarterly sewer bill.
  - ℓ The uniform charge for unmetered mobile homes within a land leased community for 2021/22 to be levied is \$72 (2020/21 - \$72).

4. Water Utility Rates

The Town of Amherst Water Utility is regulated by the Nova Scotia Utility and Review Board (NSUARB). The most recent water rate study was approved by the NSUARB on June 9, 2017 and expired on March 31, 2020. In accordance with the NSUARB Order that expired on March 31, 2020, the rates for 2021/22 will remain unchanged as follows:

Water Base Charges (Quarterly)

ℓ Un Metered	\$ 83.16
ℓ Size of Meter	
▪ 5/8"	\$ 31.11
▪ ¾"	\$ 45.35
▪ 1"	\$ 73.83
▪ 1.5"	\$ 145.03
▪ 2"	\$ 230.47
▪ 3"	\$ 458.32
▪ 4"	\$ 714.65
▪ 6"	\$1,426.67
▪ 8"	\$2,565.90

Water Consumption Rate (per cubic meter)  
 ℓ \$0.765 per cubic meter

The Town of Amherst bills water and sewer together quarterly. The fiscal year quarters are April to June, July to September, October to December and January to March.



# Municipal Report



## **Town of Amherst**

### **Department of Municipal Affairs and Housing**

Municipal Profile and  
Financial Condition Indicators Results

2019-20



# Municipal Profile and Financial Condition Indicators Report

2019-2020 Fiscal Period

## Table of Contents

	<h3>Introduction</h3>
	<h3>Chapter 1 - Municipal Profile Information</h3> <ul style="list-style-type: none"> <li>• Municipal Location and Size</li> <li>• Population Information and Demographic Trends</li> <li>• Number of Dwelling Units</li> <li>• Median Household Income</li> <li>• Employment Rate</li> <li>• Education Level</li> </ul>
	<h3>Chapter 2 - Assessment Information</h3> <p>Information regarding uniform assessment* trends, dependence, and percentage of median household income required to pay the average tax bill.</p> <ul style="list-style-type: none"> <li>• Three-year change in Uniform Assessment</li> <li>• Highest Reliance on a Single Business or Institution</li> <li>• Residential Tax Effort</li> <li>• Residential and Commercial Uniform Assessment 5-Year Trend</li> </ul> <p><i>*Uniform Assessment is taxable property assessment plus the capitalized value of payments made to municipalities in lieu of taxes.</i></p>
	<h3>Chapter 3 - Financial Information</h3> <ul style="list-style-type: none"> <li>• Revenue Information - revenue by source (consolidated and operating fund), percentage of revenue reliance on government transfers, and percentage of tax revenue not collected.</li> <li>• Expenditures Information - expenses by fund (consolidated and operating fund) and operating reserve as a percentage of expenses.</li> <li>• Accumulated Surplus (Deficit) Information - accumulated surplus (deficit) by fund, annual surplus (deficit) and number of annual deficits in the last 5 years.</li> <li>• Debt Information - Longterm debt, bank indebtedness and percentage of revenue used for debt principle and interest payments.</li> </ul>
	<h3>Chapter 4 - Financial Condition Indicators</h3> <p>The Financial Condition Indicators (FCIs) condense multiple sources of information into a single visual “House Model” graph. The House Model gives a quick visual of a municipality’s strengths and possible areas where a municipality may want to focus its attention. Thirteen indicators consisting of:</p> <ul style="list-style-type: none"> <li>• 4 key performance indicators;</li> <li>• 6 financial indicators that concern management and debt; and</li> <li>• 3 indicators relating to internal and external factors that could impact the municipality’s revenue stream.</li> </ul>
	<h3>Appendices</h3> <ul style="list-style-type: none"> <li>• List of additional municipal data located on the Nova Scotia Open Data Portal</li> <li>• Municipality’s website contact information</li> </ul>
	<h3>Contact Information</h3>

## Introduction

The Department of Municipal Affairs and Housing compiles municipal indicators on behalf of the Nova Scotia Government and Association of Municipal Administrators of Nova Scotia (AMANS) that focus on three areas:

- financial matters;
- administration of the municipality; and
- characteristics of the community.

This report creates a snapshot from those financial and demographic statistics to help community members and decision makers better understand:

- the municipality in which they live;
- the municipality's key characteristics; and
- the municipality's financial risks.

For example, the snapshot makes it easy to:

- compare the Three-Year Change in Tax Base indicator to understand the municipality's revenue growth in comparison to cost of living; and
- use the change in population to indicate whether a community's population is growing or declining and its potential impact on municipal revenues and expenses.



## Chapter 1 - Municipal Profile

Municipalities are diverse and operate within unique demographic and economic characteristics. These characteristics have a significant impact on municipal performance and subsequent strategies required to ensure a sustainable environment. This chapter outlines the unique demographic and economic characteristics of the Municipality, specifically its composition, population trends, demographics, median household income levels, employment rates, and educational attainment. The municipal profile trends could have impacts on the current and potential future tax base for a municipality.

## Municipal Profile Highlights

### About the Municipality

Name:	Town of Amherst
County:	Cumberland County
Approximate size:	12 km <sup>2</sup>
Number of dwellings:	4,777
Government:	7 elected councillors (including the Mayor)



Figure 1- Location of Municipality

### Population Highlights

Population 2016:	9,415
Population 5-year trend:	-3.1%
County 5-year trend:	-0.4%
Demographic trend:	Aging
Up to 19 Yrs.	20%
20 to 59 Yrs.	48%
Over 60 Yrs.	32%

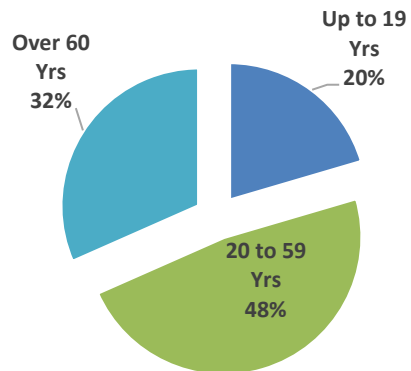


Figure 2 - Age Breakdown

## Population Trends

Population: 9,415  
 Provincial population: 1.0%  
 20-year trend: Declining [supported by Figure 3 below]  
 Age Trend: Majority between 40-69 years of age [supported by Figure 4 below]

Population Trend from 1996 to 2016

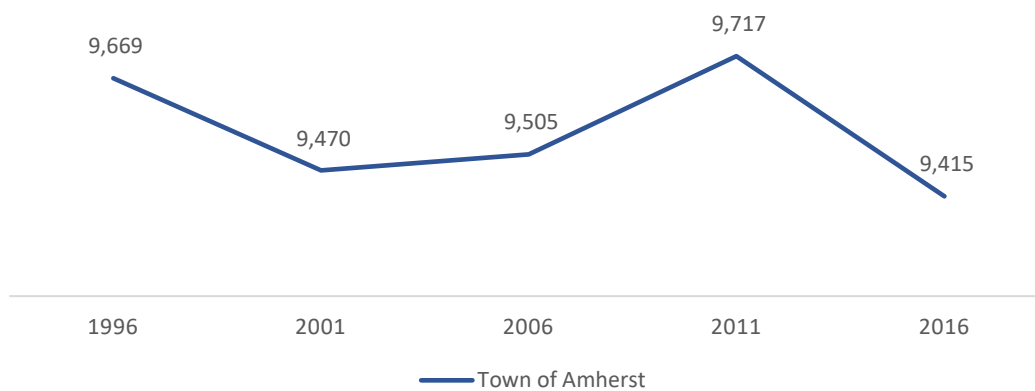


Figure 3 - Population from 1996-2016. Source: Statistics Canada

2016 Population by Age

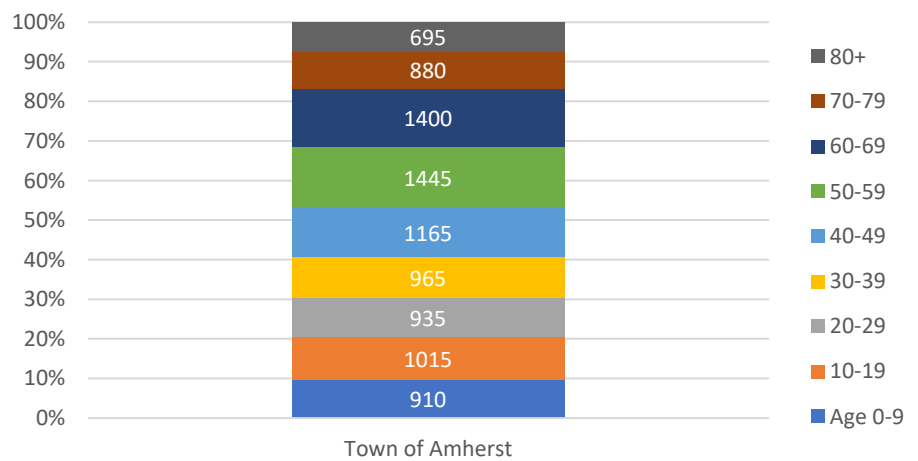


Figure 4 - Population by Age for 2016. Source: Statistics Canada

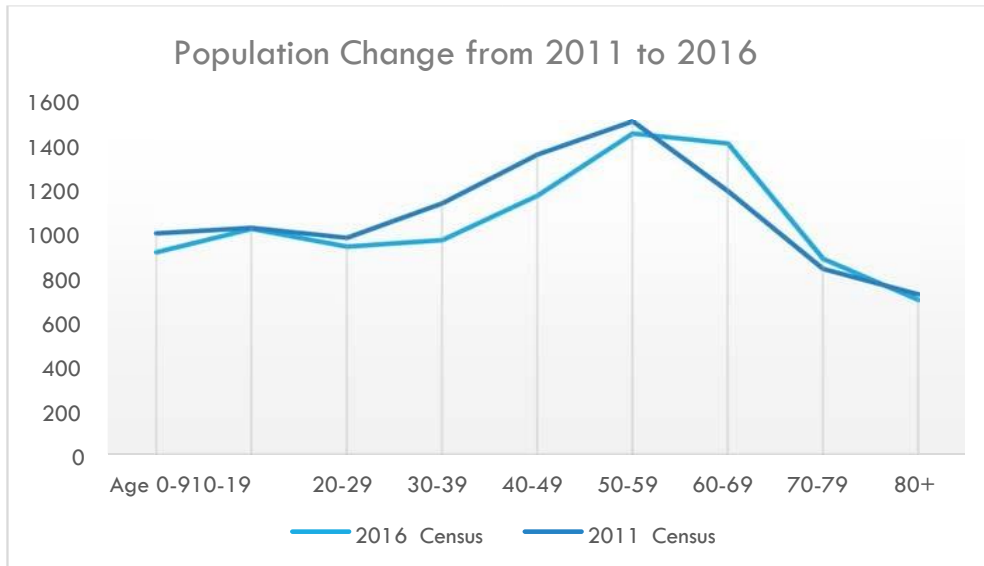


Figure 5- Population Age Change from 2011 to 2016. Source: Statistics Canada

According to the 2016 Census, similar to most towns in Nova Scotia, the majority of Amherst’s citizens are between the ages of 40 and 69.

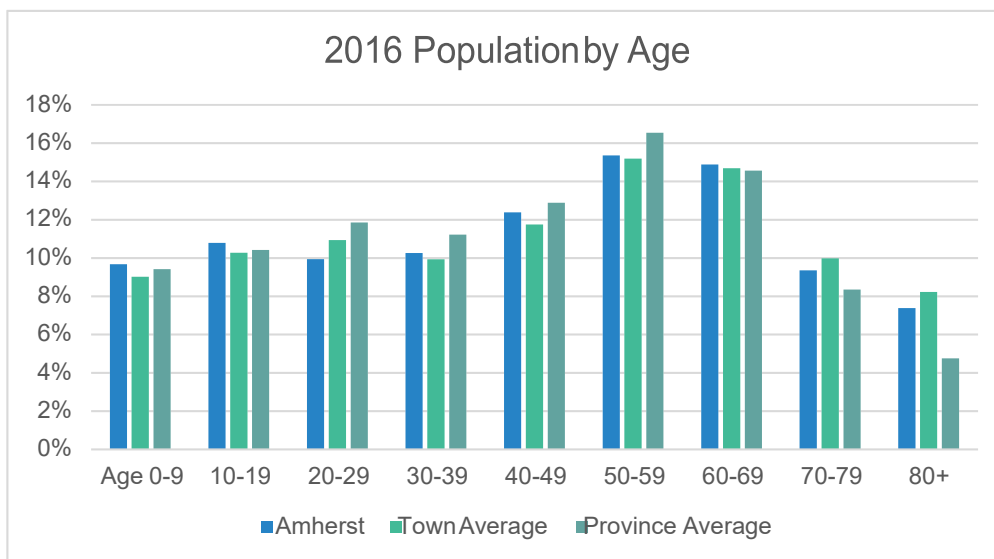


Figure 6 - Comparison of Population by Age for 2011 and 2016. Source: Statistics Canada

## Economic Indicators

Along with population trends, employment rates and median household income are important economic indicators. Education levels can also play a crucial role in economic and social progress and can help improve income distribution. These factors provide an indication of the wellbeing of the economy and labour force.

	<b>2016 Census</b>	<b>2011 Census</b>	<b>+/-</b>	<b>Town Average</b>
<b>Median Household Income</b>	<b>\$46,677</b>	<b>\$41,027</b>	<b>\$5,650</b>	<b>\$48,934</b>
<b>Employment Rate</b>	<b>50.1%</b>	<b>51.3%</b>	<b>-1.2%</b>	<b>48.3%</b>
<b>Education Beyond High School</b>	<b>44.9%</b>	<b>46.8%</b>	<b>-1.9%</b>	<b>52.0%</b>

Source: 2011 and 2016 Statistics Canada

Median household income: Amherst’s median household income is lower than the provincial town average, although it has increased since 2011.

Employment rate: In a healthy economy, the employment rate is between 97% and 95%. The Town of Amherst’s employment rate is above the provincial town average, although it has declined.

Education level: Amherst’s education level is lower than the provincial town average and has decreased since 2011.

## Chapter 2 - Assessment Information



Since property taxes are a primary source of revenue for most municipalities, special emphasis has been placed on reviewing assessment trends.

Three-year change in uniform assessment[1]: 2.9%  
 growth does not keep pace with cost living (moderate risk)

Highest reliance on a single business or institution: 1.6% not dependent (low risk)  
 Residential Tax Effort: 3.6% has some flexibility (low risk)

The line graphs below show the five-year trend of residential and commercial portion of the municipality's uniform assessment.

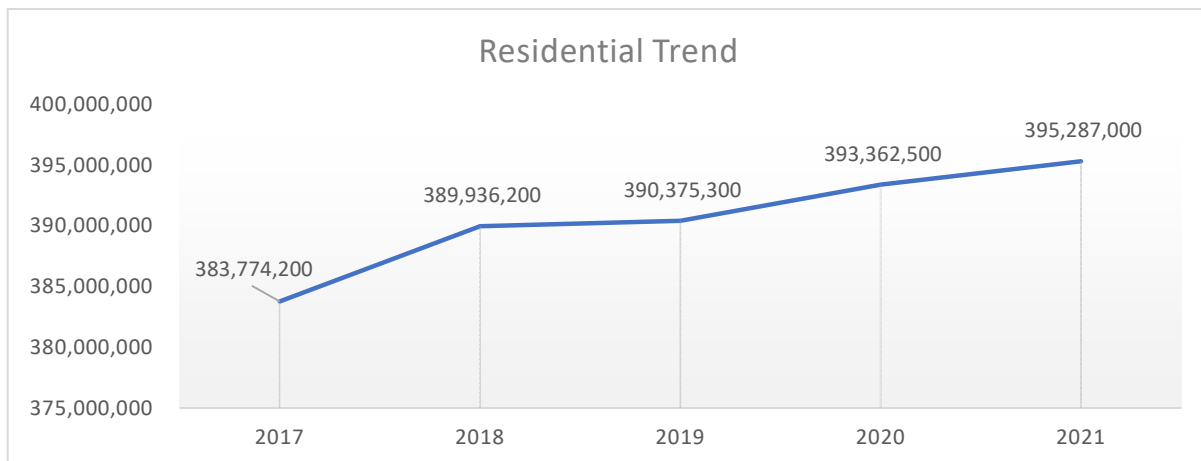


Figure 7 - Residential assessment value over the last five years. Source: 2016-2020 Statement of Estimates - Assessment

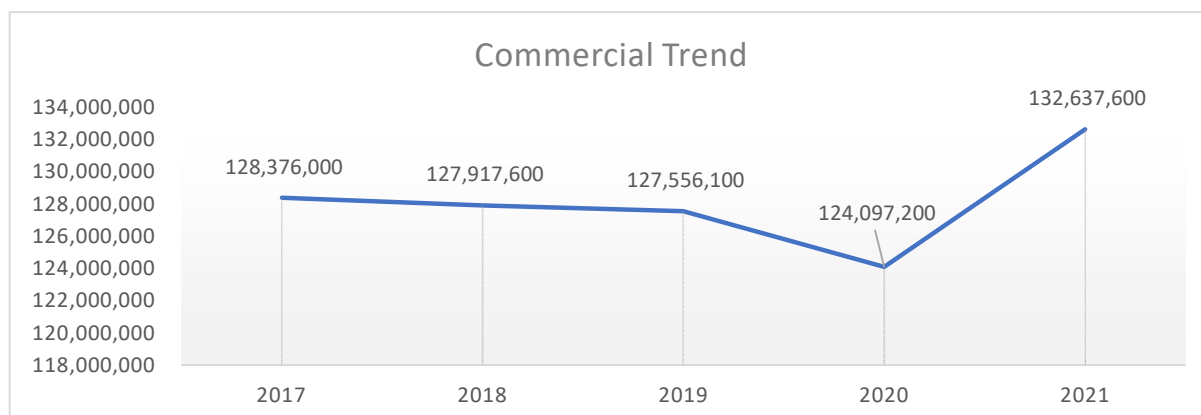


Figure 8 - Commercial assessment value over the last five years. Source: 2016-2020 Statement of Estimates - Assessment

[1] Uniform assessment is the value of a municipality's taxable property assessment plus the capitalized value of payments in lieu of taxes.

## Chapter 3 - Financial Information

### General Overview:

Audited financial statements are presented on a consolidated basis. These consolidated financial statements present all municipal entities as one single reporting entity:

- all the individual funds managed by the Municipality
- organizations or enterprises that the Municipality owns or controls, such as:
  - Water Utility

The Municipality's non-consolidated financial statements present only the individual funds managed by the Municipality, such as the General Operating Fund, General Capital Fund, Water Operating Fund, Water Capital Fund, Non-operating Reserve Fund, and the Operating Reserve Fund. Non-consolidated financial statements are reconciled but not audited.<sup>2</sup>

### Financial Reporting Compliance:

Audited financial statements and financial information return submitted:	yes
Submission of financial information:	Before deadline <sup>3</sup>
Financial statements include:	
Remuneration and Expenses for Elected Officials and CAO/Clerk Note:	yes
Unqualified Opinion:	yes
Quarterly Expenditure report posted online:	yes
Summary Expenditure Report submitted:	yes
Statement of Estimates and assessment information submitted:	yes

<sup>2</sup> Please be advised that, although the Department reconciles, at a high level, a municipality's non-consolidated financial statements to the consolidated financial statements, the non-consolidated financial statements are usually not audited nor presented in full accordance with Canadian public sector accounting standards.

<sup>3</sup> Annually, municipalities are required to submit their financial information by Sept 30<sup>th</sup>.

## Financial Highlights

### Revenue

Total consolidated revenue:	\$20.8 million
Revenue generated from own source revenue *:	\$16.4 million
Total operating revenue:	\$15.4 million
Largest operating revenue:	79%
	Net property taxes and payments in lieu of taxes

### Expenses

Total consolidated expenses:	\$17.9 million
Total operating expenses:	\$13.9 million
Largest operating expense:	43%
	Protective services

### Annual Surplus

Annual consolidated surplus (deficit):	\$2.9 million
Consolidated accumulated surplus (deficit):	\$64.8 million
Annual operating surplus (deficit):	\$188 thousand

### Debt

Total consolidated long-term debt:	\$8.1 million
Total general capital fund long-term debt:	\$7.5 million
Operating fund bank indebtedness:	nil

\* Consolidated revenue excluding government transfers

**Revenue:**

**\$20.8 M**  
2020 Consolidated Revenue

Total consolidated revenue:	\$20.8 million
Largest revenue:	\$12.5 million Taxes and grants in lieu of taxes
Revenue generated from own source revenue:	79%

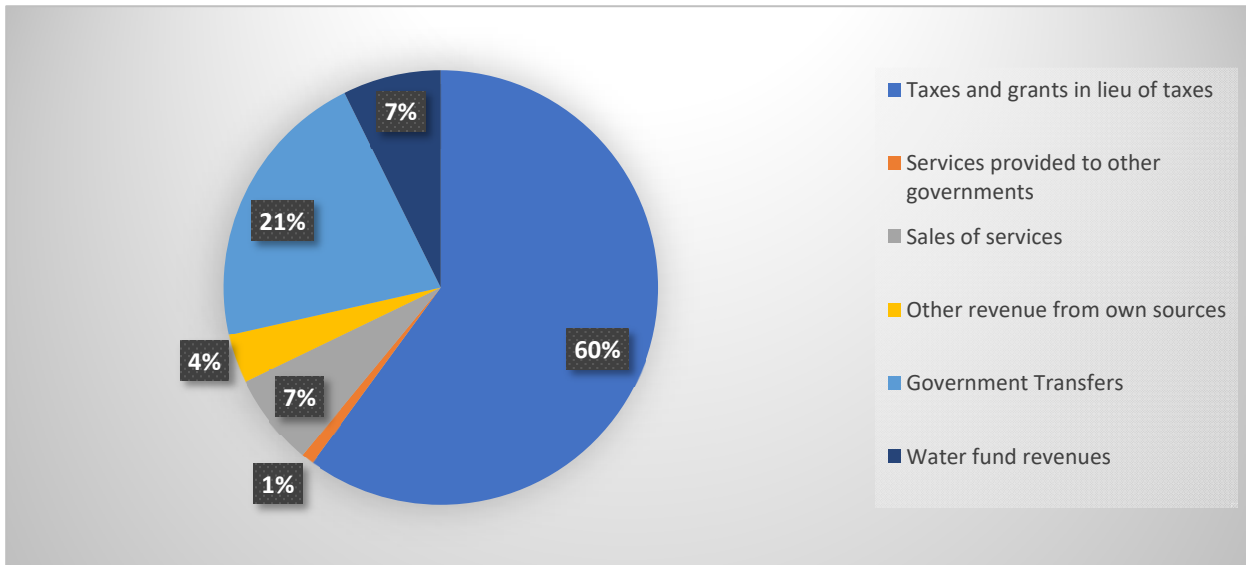


Figure 9 - Consolidated Revenue Source: 2019-20 Financial Information Return

The graph above and table below show the Municipality's consolidated revenue divided into categories.

	Consolidated Revenue
Taxes and Grants in lieu of taxes	\$12.5 million
Services provided to other governments	\$0.2 million
Sales of services	\$1.4 million
Other revenue from own sources	\$0.8 million
Government Transfers	\$4.4 million
Net income from government business enterprises	nil
Water fund revenues	\$1.5 million
Electric fund revenues	nil

## \$15.4 M 2020 General Operating Revenue

Total operating revenue:	\$15.4 million
Largest operating revenue:	79%
	Net property taxes and payments in lieu of taxes
Uncollected Taxes:	5.9%
Reliance on Government Transfers:	10.5%

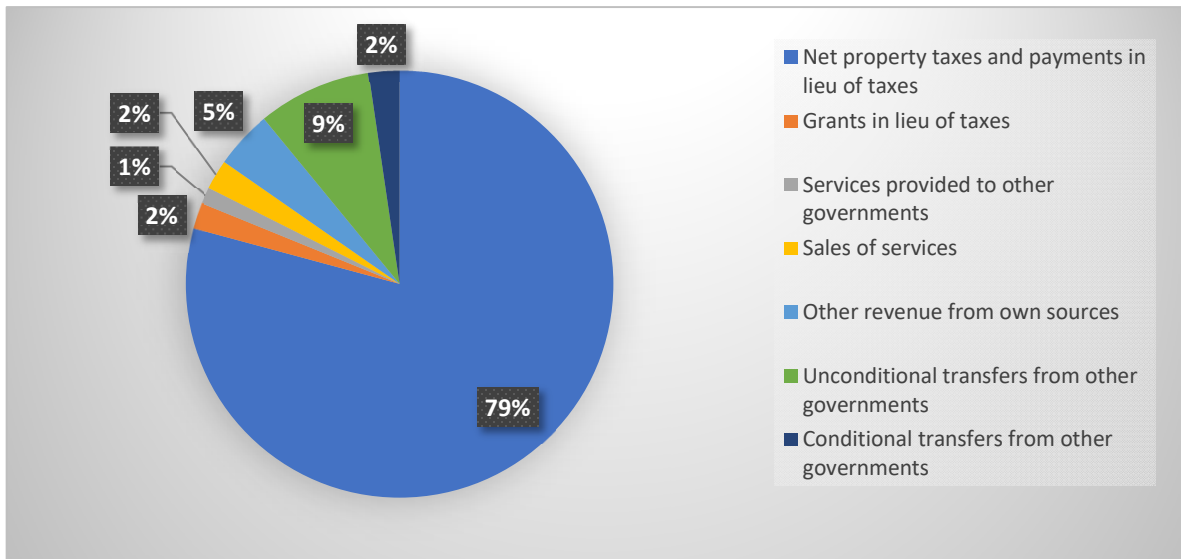


Figure 10 - General Operating Fund Revenue Source: 2019-20 Financial Information Return

The graph above and table below show the Municipality's operating fund revenue divided into categories.

	Operating Revenue
Net property taxes and payments in lieu of taxes	\$12.2 million
Grants in lieu of taxes	\$0.3 million
Services provided to other governments	\$0.2 million
Sales of services	\$0.3 million
Other revenue from own sources	\$0.7 million
Unconditional transfers from other governments	\$1.3 million
Conditional transfers from other governments	\$0.4 million

**Expenses:**

**\$17.9 M**  
2020 Consolidated Expenses

Total consolidated expenses: \$17.9 million  
 Largest expense: 31%  
 Protective services

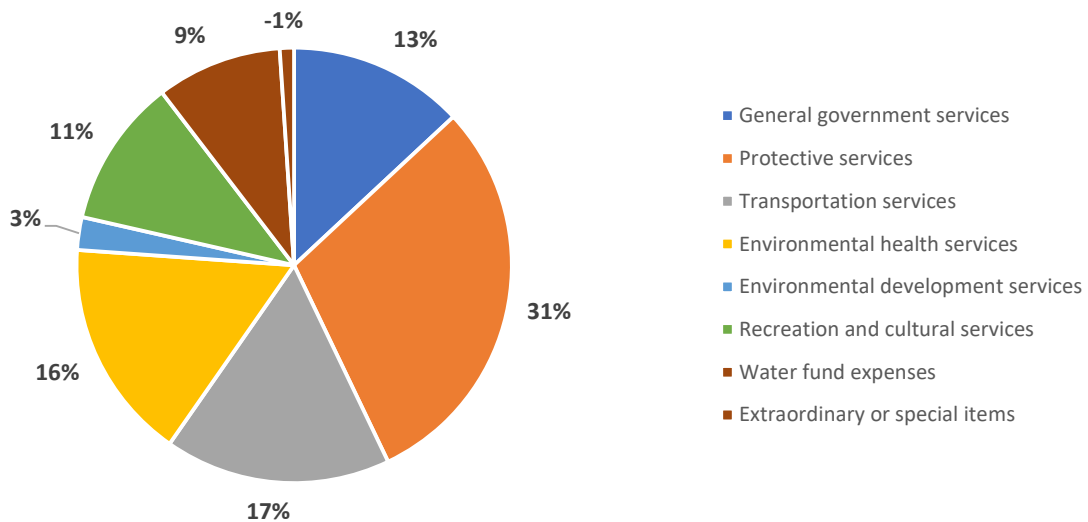


Figure 11 - Consolidated Expenses Source: 2019-20 Financial Information Return

The graph above and table below show the Municipality's consolidated expenses divided into categories.

	Consolidated Expenses
General government services	\$2.4 million
Protective services	\$5.5 million
Transportation services	\$3.1 million
Environmental health services	\$3.0 million
Public health services	nil
Environmental development services	\$0.4 million
Recreation and cultural services	\$2.0 million
Water fund expenses	\$1.7 million
Electric fund expenses	nil
Extraordinary or special items	-\$0.2 million

## \$13.9 M 2020 General Operating Expenses

Total operating expenses:	\$13.9 million
Largest operating expense:	43%
	Protective services
Operating reserves as a percentage of total operating expenses:	22.6%

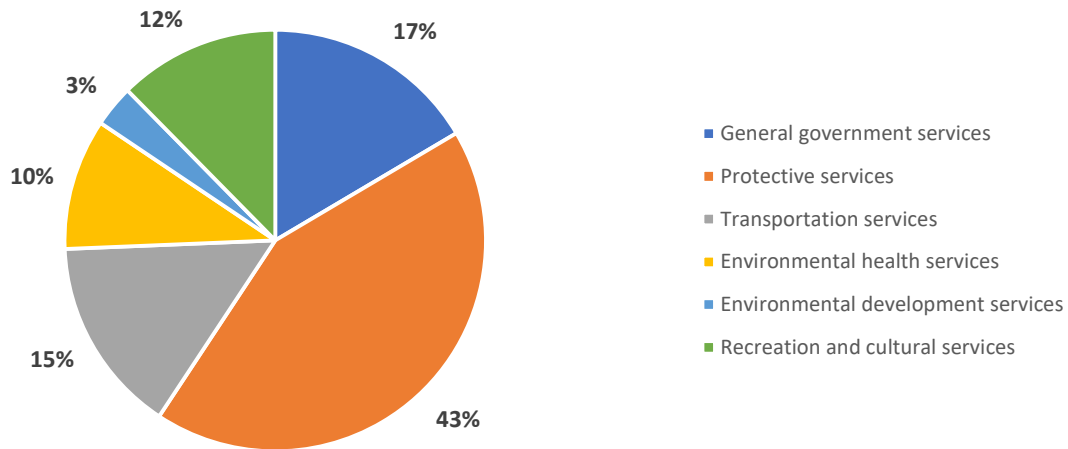


Figure 12 - General Operating Fund Expenses Source: 2019-20 Financial Information Return

The graph above and table below show the Municipality's operating expenses divided into categories.

	Operating Expenses
General government services	\$2.3 million
Protective services	\$5.9 million
Transportation services	\$2.1 million
Environmental health services	\$1.4 million
Public health services	nil
Environmental development services	\$0.4 million
Recreation and cultural services	\$1.7 million
Extraordinary or special items	nil

The graph below shows the expense by function for the municipal operations or General Operating Fund expenses compared to the provincial town average.

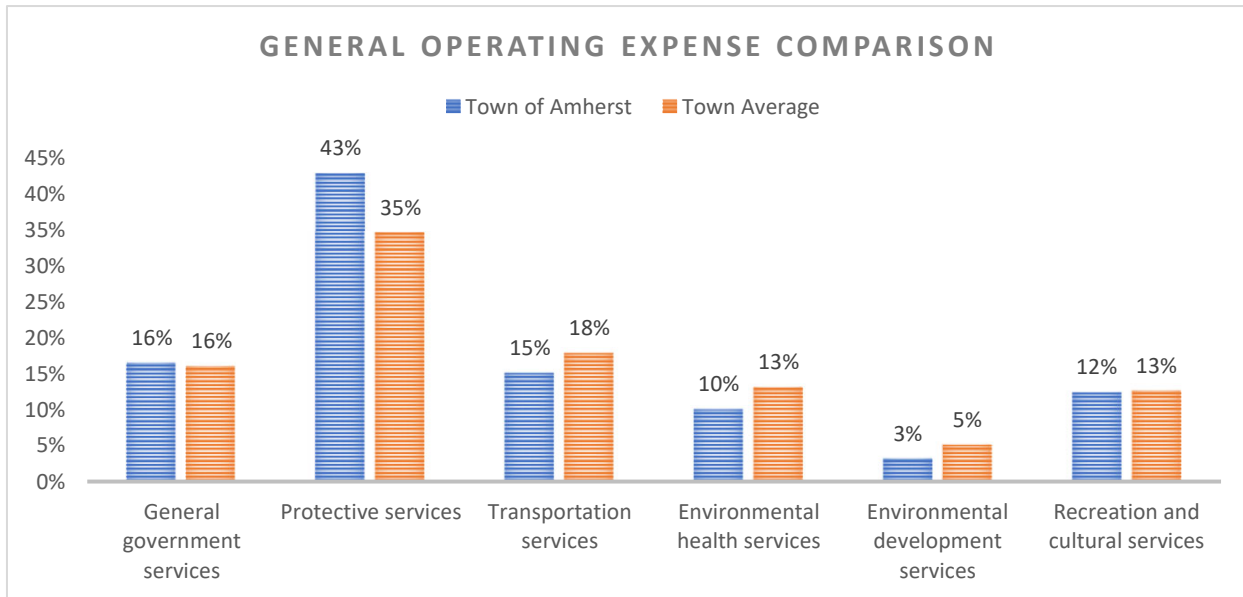


Figure 13 - Comparison of General Fund Expenses to Provincial Town Average. Source: 2019-20 Financial Information Return

## Accumulated Surplus (Deficit)

Annual Surplus: Revenue - Expenses

Note: Annual surplus is added to the accumulated surplus (deficit)

Annual consolidated surplus (deficit):	\$2.9 million
Consolidated accumulated surplus (deficit):	\$64.8 million
Annual operating surplus (deficit):	\$188 thousand
Number of operating deficits in the last 5 years:	0

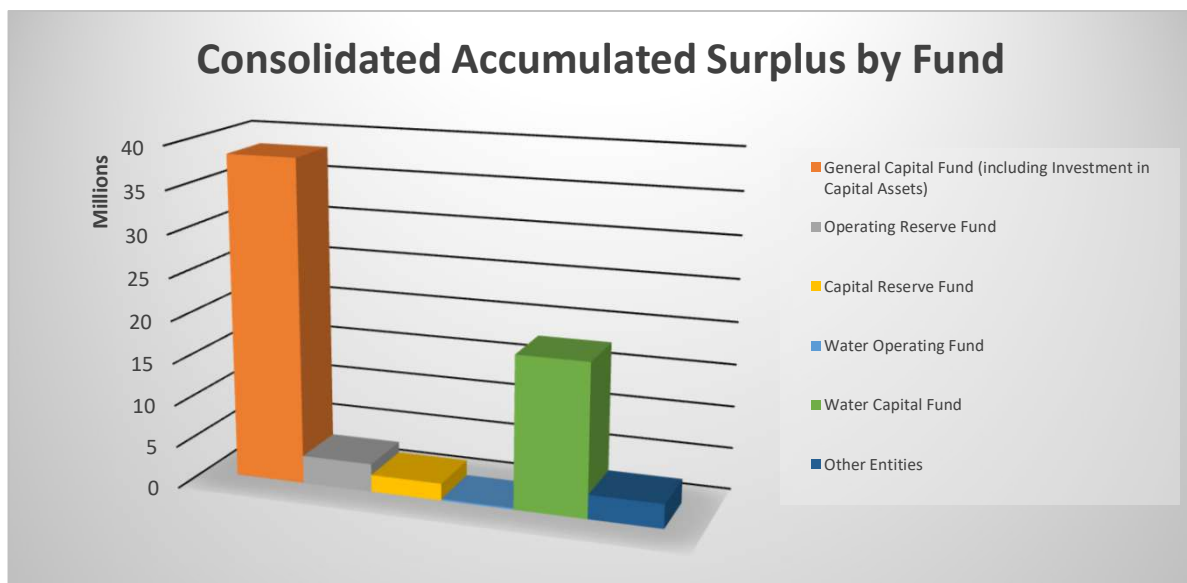


Figure 14 - Consolidated Accumulated Surplus by Fund. Source: 2019-20 Financial Information Return

**Debt**

Total consolidated long-term debt:	\$8.1 million
Total general capital fund long-term debt:	\$7.5 million
Debt Service Ratio:	7.9%
Operating fund bank indebtedness:	nil
Outstanding operating debt as a percentage of Net Property Taxes/Payment in Lieu of Taxes, Grants in Lieu of Taxes and Government Transfers:	0.0%

## Chapter 4 - Financial Condition Indicators: House Model



The Financial Condition Indicators (FCIs) condense multiple sources of information into a single visual “House Model” graph. The House Model gives a quick visual of a municipality’s strengths and possible areas where a municipality may want to focus its attention.

### The Model:

The Model consists of 13 indicators organized into base, structure and roof, focusing on:

- roof: 4 key performance indicators;
- structure: 6 financial indicators that concern management and debt; and
- base: 3 indicators relating to internal and external factors that could impact the municipality's revenue stream.

### Risk thresholds:

Each indicator is assessed against a risk threshold:

- low risk (**green**);
- moderate risk (**yellow**); and
- high risk (**red**).

### Overall assessment:

The Department calculates an overall assessment for fiscal instability:

- low risk (**green**): 10-13 FCIs meet low risk threshold;
- moderate risk (**yellow**): 8-9 FCIs meet low risk threshold; and
- high risk (**red**): 7 or less FCIs meet low risk threshold.

## Overall Assessment

**Overall Assessment for:** Town of Amherst

**Financial Condition:** **Low risk**

The overall Financial Condition Index assessment for the Town of Amherst is Low risk

This means that although the Municipality has a few challenges, it is considered low risk for fiscal instability.

**Comparison:** The majority of towns are moderate risk (see chart below).

**Municipal Comments:** The Town of Amherst has incurred surpluses resulting from vacant staff positions. Although unplanned, these surpluses have been used to fund capital investments which would have otherwise been funded by borrowing, saving the Town interest costs associated with borrowing.

**OVERALL RESULTS FOR TOWNS  
FOR 2019-20**



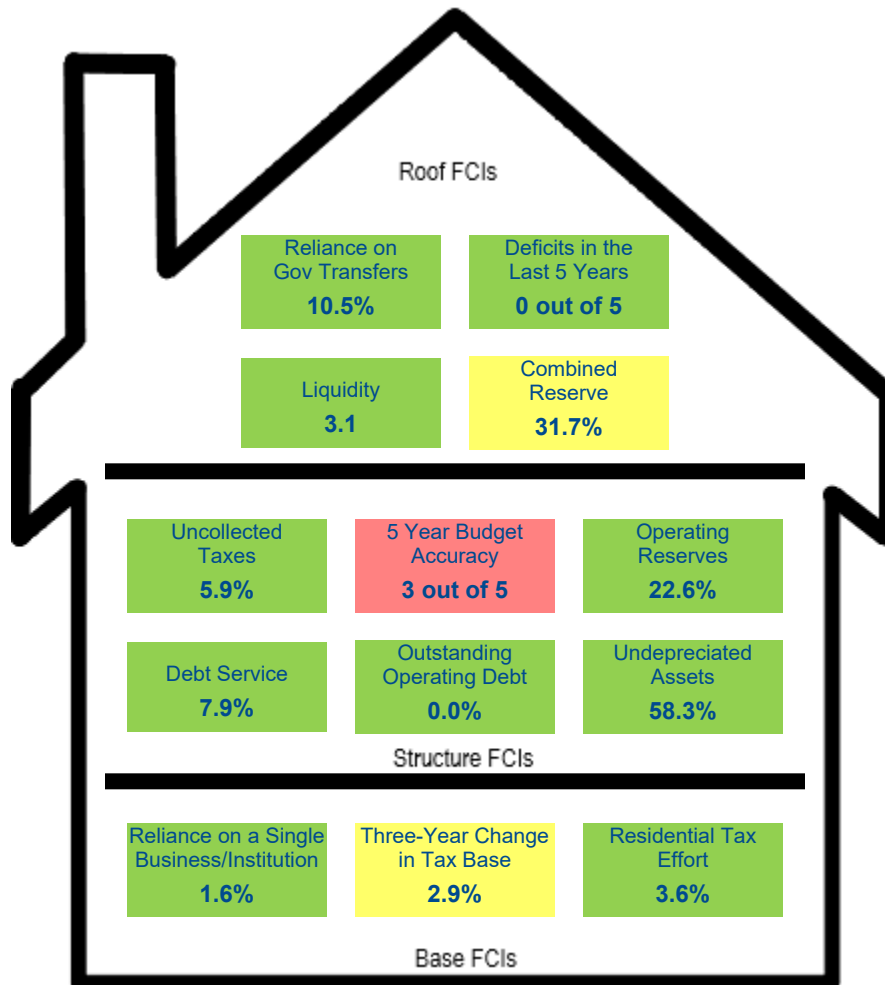
## Financial Condition Indicators Highlights

Overall Assessment Green (low risk)  
 The overall Financial Conditions Index assessment for the Town of Amherst is green (low risk). This means that, although the Municipality has a few challenges, it is considered low risk for fiscal instability.

As shown in the House model below, Amherst’s FCIs are comprised of:

- Low Risk (green): 10 Indicators
- Moderate Risk (yellow): 2 Indicators
- High Risk (red): 1 Indicator

Details on the individual FCI assessments and the Municipality’s specific challenges are provided below.



## Two-Year Comparison of Financial Condition Indicators

<b>BASE</b>	<b>2020</b>	<b>2019</b>	<b>+/-</b>
3-year Change in Tax Base	● 2.9%	● 5.3%	-2.4%
Reliance on a Single Business or Institution	● 1.6%	● 1.6%	0.0%
Residential Tax Effort	● 3.6%	● 3.5%	0.1%
<b>STRUCTURE</b>			
Uncollected Taxes	● 5.9%	● 2.1%	3.8%
5 Year Budget Accuracy	● 3/5	● 3/5	0
Operating Reserves	● 22.6%	● 21.1%	1.5%
Debt Service	● 7.9%	● 8.0%	-0.1%
Outstanding Operating Debt	● 0.0%	● 0.0%	0.0%
Undepreciated Assets	● 58.3%	● 59.5%	-1.3%
<b>ROOF</b>			
Deficits in the Last 5 Years	● 0/5	● 0/5	0
Liquidity	● 3.1	● 2.7	0.4
Reliance on Government Transfers	● 10.5%	● 10.4%	0.1%
Combined Reserve	● 31.7%	● 29.1%	2.6%

\* For 3-year Change in Tax Base, CPI % change for 2020 is 3.2% and for 2019 is 5.2%

## The Base FCI Indicators

### Reliance on a Single Business or Institution

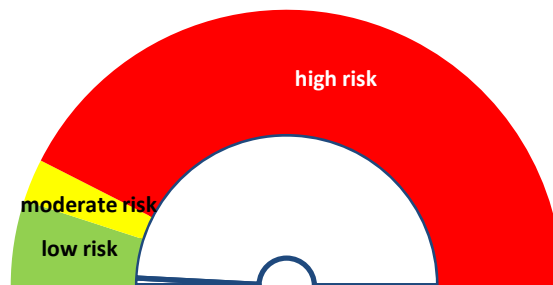
**2020 Results:** **Low risk 1.6%**  
 The largest single commercial or institutional account is only 1.6% of the Municipality’s total Uniform Assessment.

**What does it mean?** The Municipality is showing no vulnerability in this area. The Municipality’s tax base is not dependent on one single business or institution.

**Calculation:**

$$\frac{\text{Taxable assessment value of the largest business or institution}}{\text{Uniform Assessment}} = 1.6\%$$

- Risk Thresholds:**
- Low: Less than 10%
  - Moderate: 10% to 15%
  - High: Greater than 15%



### Three-Year Change in Tax Base

**2020 Results:**                      **Mod risk**        **2.9%**

**What does it mean?**

Growth is below the CPI % change of 3.2% but above 0%.

The municipality's tax base is not keeping up with the cost of municipal services and programs.

**Calculation:**

$$\frac{\text{Current Uniform Assessment} - \text{Uniform Assessment 3 Years Prior}}{\text{Uniform Assessment 3 Years Prior}} = 2.9\%$$

**Risk Thresholds:**

- Low: Equal or above CPI% Change
- Moderate: Below CPI % Change, but not negative growth
- High: Negative growth

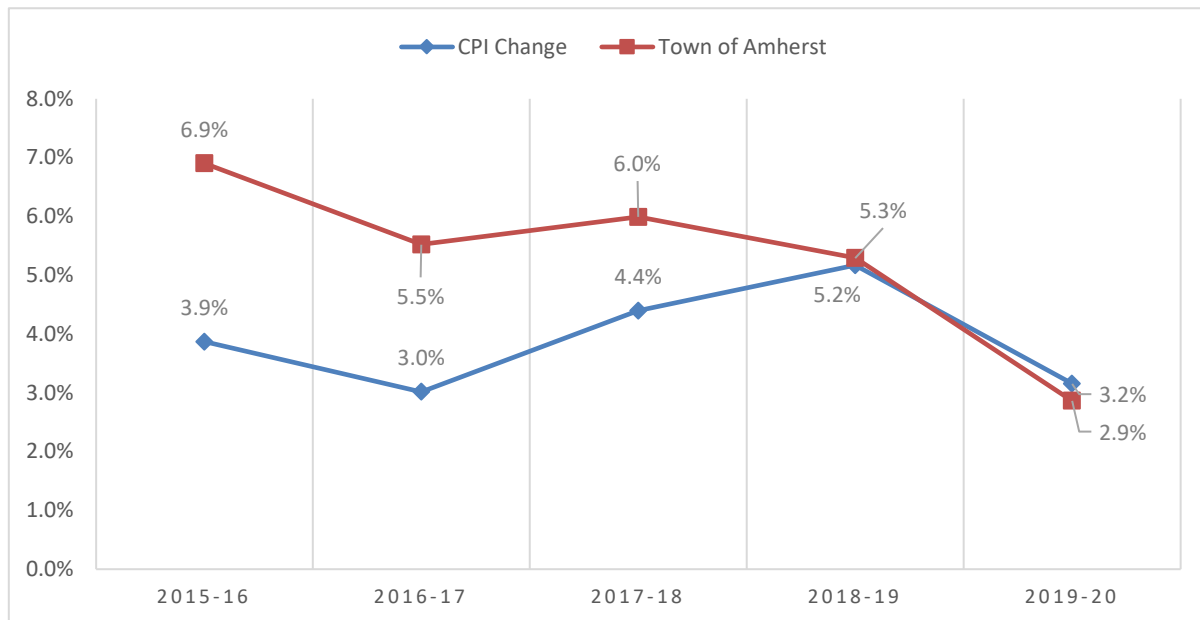


Figure 15- Three-year change in Uniform Assessment in comparison to three-year change in CPI for the last 5 years Source: Statement of Estimates-Assessment and Statistics Canada

## Residential Tax Effort

**2020 Results:**

**Low risk 3.6%**

3.6% of median household income is required to pay the average tax bill.

**What does it mean?**




The Municipality has some flexibility to increase the taxes, if required.

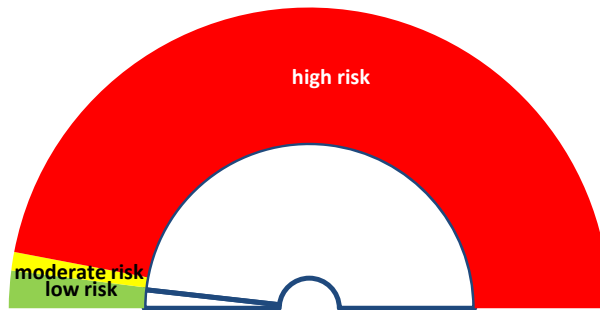
This indicator helps council assess the affordability of municipal taxes in relation to the current service levels.

**Calculation:**

$$\frac{\text{Total residential tax revenue per dwelling unit}}{\text{Median Household Income}} = 3.6\%$$

**Risk Thresholds:**

-  Low: Less than 4%
-  Moderate: 4% to 6%
-  High: Greater than 6%



## FCI Indicators - Structure (Management) Indicators

### Debt Service

**2020 Results:**

**Low risk 7.9%**

7.9% of own source revenue is spent on principal and interest payments.




**What does it mean?**

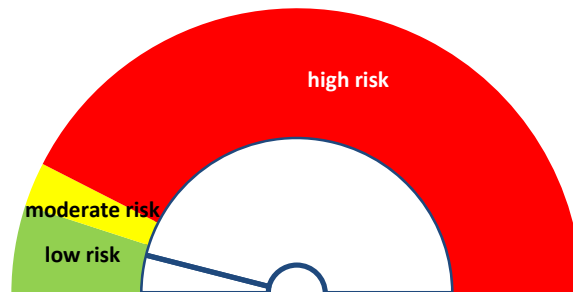
With adequate cash flow, the Municipality has the potential for flexibility to increase borrowing levels to help finance future capital expenditures

**Calculation:**

$$\frac{\text{Principal and Interest Paid on Long-term Debt}}{\text{Total Own Source Operating Revenue}} = 7.9\%$$

**Risk Thresholds:**

-  Low: Less than 10%
-  Moderate: 10% to 15%
-  High: Greater than 15%



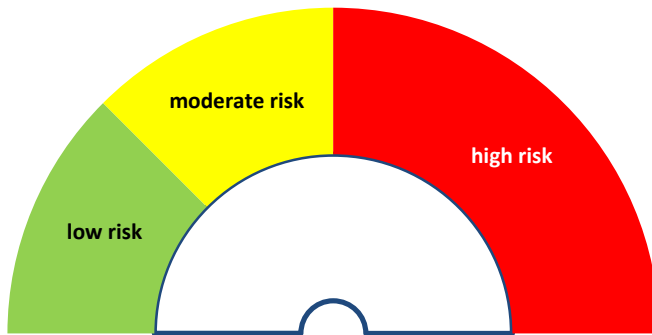
## Outstanding Operating Debt

**2020 Results:**                      **Low risk      0.0%**

**What does it mean?**                      The Municipality is not carrying any operating debt.

**Calculation:**                      
$$\frac{\text{Total Outstanding Operating Debt}}{\text{Total Own Source Operating Revenue}} = 0.0\%$$

- Risk Thresholds:**
-  Low: Less than 25%
  -  Moderate: 25% to 50%
  -  High: Greater than 50%



## Operating Reserve

**2020 Results:**                      **Low risk**      **22.6%**

**What does it mean?**




The Municipality is setting aside sufficient funds to help mitigate any unforeseen risks or future needs.

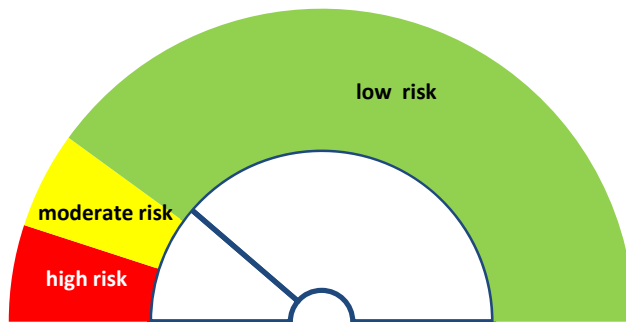
This indicator provides the value of funds set aside for planned future needs, to smooth expenses or for unexpected expenses.

**Calculation:**

$$\frac{\text{Total Operating Reserve Fund Balance}}{\text{Total Operating Expenditures}} = 22.6\%$$

**Risk Thresholds:**

-  Low: Greater than 20%
-  Moderate: 10% to 20%
-  High: Less than 10%






## Uncollected Taxes

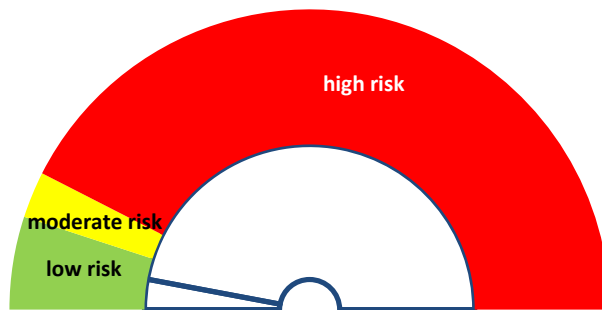
**2020 Results:**                      **Low risk      5.9%**

**What does it mean?**                      The Municipality is managing tax revenue collection.

**Calculation:**                      
$$\frac{\text{Total Cumulative Uncollected Taxes}}{\text{Total Taxes Billed in Current Fiscal Year}} = 5.9\%$$

**Risk Thresholds:**

-  Low: Less than 10%
-  Moderate: 10% to 15%
-  High: Greater than 15%



## Undepreciated Assets

**2020 Results:**                      **Low risk**      **58.3%**

**What does it mean?**




This indicator estimates that the Municipality's capital assets have 58.3% of useful life remaining.

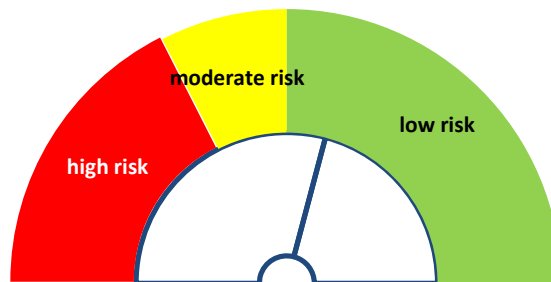
Municipalities across Canada are facing sufficient infrastructure challenges. This indicates that the Municipality is experiencing less of an infrastructure challenge than other municipalities.

**Calculation:**

$$\frac{\text{Total Net Book Value of Capital Assets}}{\text{Gross Costs of Capital Assets}} = 58.3\%$$

**Risk Thresholds:**

-  Low: Greater than 50%
-  Moderate: 35% to 50%
-  High: Less than 35%



## 5-Year Budget Accuracy

**2020 Results:** **High risk** 3 of the last 5 years, actual expenditures were within +/- 5% of budget.

**What does it mean?** The Municipality did not consistently maintain expenditure spending within budget limits.

**Calculation:** 
$$\frac{\text{Total budget expenditures} - \text{Total actual expenditures}}{\text{Total budget expenditures}}$$

**Risk Thresholds:**

- Low: 5 out of 5 years, expenditures were within +/- 5% or expenditure and revenue variance were within +/- 5% of each other
- Moderate: 4 out of 5 years, expenditures were within +/- 5%
- High: Less than 4 out of 5 years, expenditures were within +/- 5%

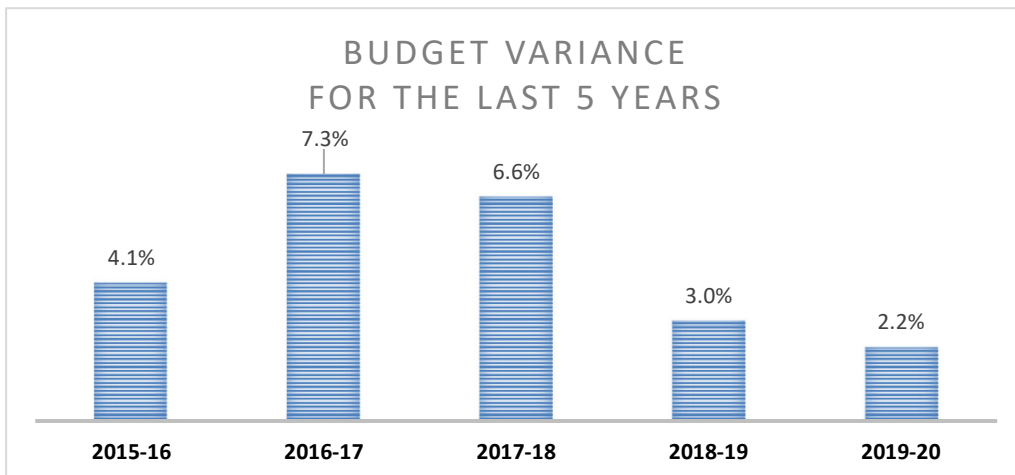


Figure 16- Operating budget variance over the last 5 years. Source: Financial Information Return and Statement of Estimates- Budget

### Municipal Comment:

The Town of Amherst has incurred surpluses resulting from vacant staff positions. Although unplanned, these surpluses have been used to fund capital investments which would have otherwise been funded by borrowing, saving the Town interest costs associated with borrowing.

## FCI - Roof (Key Performance) Indicators -

the ability to meet current and future needs in a balanced and independent manner

### Reliance on Government Transfers

**2020 Results:**                      **Low risk**      **10.5%**




**What does it mean?**

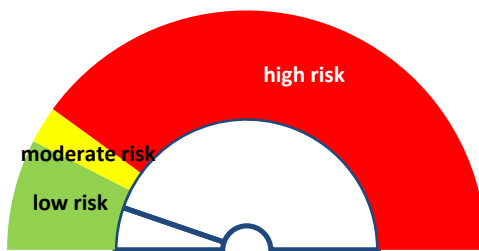
The Municipality is not dependent on another level of government to meet its service obligations.

**Calculation:**

$$\frac{\text{Total Government Transfers}}{\text{Total Revenue}} = 10.5\%$$

**Risk Thresholds:**

-  Low: Less than 15%
-  Moderate: 15% to 20%
-  High: Greater than 20%






## Number of Deficits in the Last 5 Years

**2020 Results:** **Low risk** 0 Operating deficit in the last five years

**What does it mean?** Deficits are important indications of financial health. The result indicates that the municipality is able to meet its needs in a balanced manner and maintain a balanced budget

**Calculation:** The number of non-consolidated operating deficits in the last five years = 0

**Risk Thresholds:**

-  Low: 0 in the last 5 years
-  Moderate: 1 or more in the last 5 years
-  High: 1 or more in the last 2 years with one material deficit (0.5% of operating expenses)

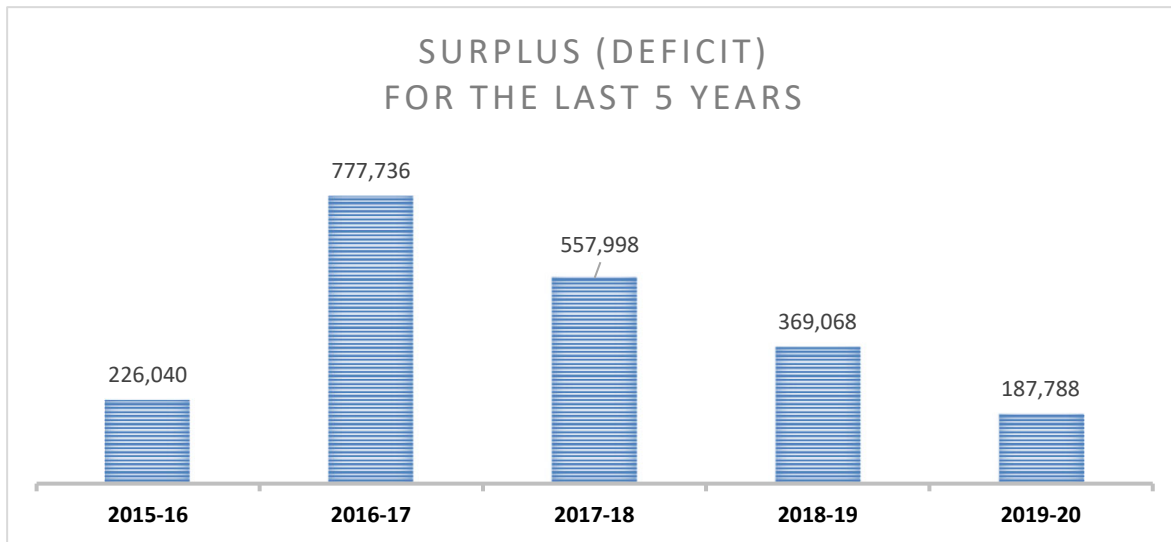


Figure 17- Annual operating fund surplus (deficit) for the last 5 years. Source: Financial Information Return




## Liquidity

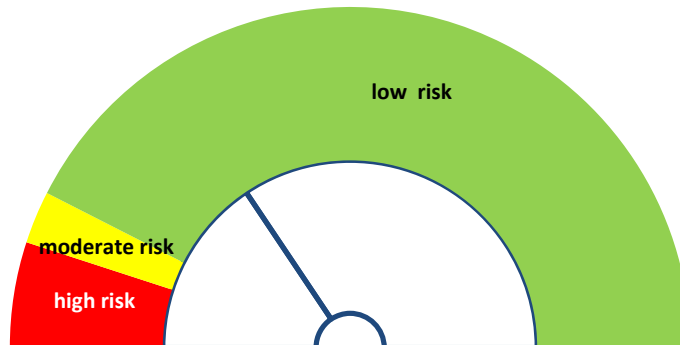
**2020 Results:**                      **Low risk**      **3.1**

**What does it mean?**                      Liquidity is key to financial performance.  
The result indicates that the Municipality does not have a cash flow problem and is able to meet its service obligations.

**Calculation:**                      
$$\frac{\text{Total Current Financial Assets}}{\text{Total Current Liabilities}} = 3.1$$

**Risk Thresholds:**

-  Low: Greater than 1.5
-  Moderate: 1 to 1.5
-  High: Less than 1



## Combined Reserves

**2020 Results:**                      **Mod risk**                      **31.7%**

**What does it mean?**

This result indicates that the Municipality may appear to have sufficient reserves needed to address unexpected events or provide flexibility to address future projects.

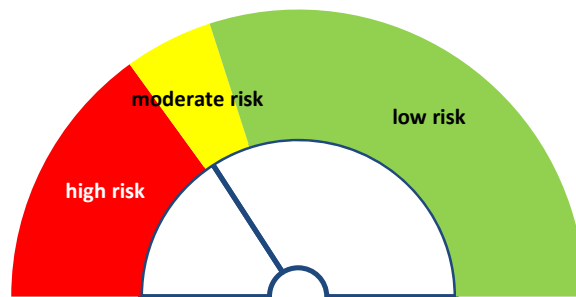
Reserves are critical components of a municipality's long-term sustainability. This indicator shows the value of the funds held in the reserves compared to a single year's operation, including amortization expenses.

**Calculation:**

$$\frac{\text{Total Operating and Capital Reserves}}{\text{Total Operating Expenses plus Amortization Expense}} = 31.7\%$$

**Risk Thresholds:**

- Low: Greater than 40%
- Moderate: 30% to 40%
- High: Less than 30%



## Appendix I - Additional Resources

Nova Scotia Government's Open Data Portal ([data.novascotia.ca](http://data.novascotia.ca))

This portal provides access to various government data in a free, accessible, machine-readable format.

Financial datasets currently published through the Nova Scotia Government's Open Data Portal:

- 911 Municipal Grants
- Consolidated Revenues and Expenses by Municipality
- Municipal Affairs Funding Programs
- Emergency Services Provider Fund
- Farm Land Grant
- Financial Condition Indicators by Municipality
- Municipal Contributions to Roads
- Municipal Financial Capacity Grant (formally equalization program)
- Municipal Operating Fund- Summary of Revenue and Expenses by Municipality
- Municipal Operating Expenses by Function -10 Year Summary
- Municipal Operating Revenue by Source -10 Year Summary
- Municipal Property Tax Rates
- Nova Scotia Power Grant-in-Lieu
- Uniform Assessment

## Appendix II - Municipal Website

Municipal website is [amherst.ca](http://amherst.ca)

A municipality's website can be a helpful resource to access various financial information. Currently, most municipal websites provide:

- Audited Financial Statements
- Approved Operating Budget
- Quarterly Municipal Expense Report
- Quarterly Municipal Hospitality Expense Report

## Contact Municipal Affairs and Housing

For more information, for support in action plan development, or to obtain a guide on action plan development: [municipalfinance@novascotia.ca](mailto:municipalfinance@novascotia.ca)



# **Internal Committee Report**

## **Accessibility Advisory Committee**

**December 2021**

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The Accessibility Advisory Committee met on December 9, 2021 at 4:00 p.m. for their initial orientation. Items on the agenda included an introduction of committee members, and a review of the Accessibility Advisory Committee Terms of Reference, the Proceedings of Council Policy , the Accessibility Act and the Town of Wolfville’s “Access by Design” plan. Mike MacLean from the Town of Wolfville was also in attendance to give a presentation to the committee members.

# External Committee Report

## Cumberland Public Libraries

### December 2021

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#### **Community Board Member**

Cumberland Public Libraries is seeking a Community Board Member, this individual will have a passion for public libraries and their contribution to the community. They will bring a lived experience in diversity, equity or inclusion and foster productive discussions to move the library forward in Cumberland County. Those interested should apply with a resume and cover letter expressing interest and outlining pertinent experience and qualifications.

#### **Rapid Test Kits**

The Department of Health and Wellness is distributing 400,000 rapid test kits to public libraries throughout Nova Scotia in hopes of reducing the spread of COVID-19 during the holidays. Cumberland Public Libraries will be offering asymptomatic rapid test kits to the public starting December 14.

#### **Reduced Holiday Hours**

The Four Fathers Library will be operating with reduced hours from December 24 2021 – January 3, 2022.

#### **Statistics**

In the month of October, Cumberland Public Libraries signed out over 7,168 items, 3,051 items in Amherst alone. This includes books, movies, TV shows, magazines and more.

Also, in October Four Father Library offered 17 virtual programs with 252 views and distributed 35 Take and Make crafts. We had 10 in-person programs with 60 people in attendance. The Four Fathers library had 2,777 in person visits.

**Next Board meeting February 15, 2022.**

# External Committee Report

## YMCA of Cumberland

### December 2021

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3 Staff have been hired for the Early Learning Centre (3-year-old teacher, infant teacher and afterschool teacher). We are still in the process of hiring a cook, substitute/floater, another toddler room teacher and infant room teacher to accommodate families on our waiting list.

Friday night fun program has been suspended along with our other recreational programs for children until January. We look forward to welcoming all participants back and making up the lost time in 2022.

Holiday Childcare Camps will run from December 22 until January 3, 2022.

Total Active Members: 949      Total Subsidized Members: 111

Active Net Training On Going - Virtual and In Person Sessions; Go LIVE Date January 18, 2022

12 Days of Fitness Trial being offered until December 31, 2021 (for new prospects)

Part time Personal Trainer / Group Fitness Instructor Hired - Onboarding in Process

Parrsboro Cyclefit Classes have resumed for the first time since March 2020 with full participation

Fall Make Up / Winter Programming Planning on going

Aquatics Supervisor Hired - Start Date: December 1st

Bronze Medallion / Cross Courses (Assistant Lifeguard Training) - To be offered in the New Year

The 2021 YMCA Peace Medal was presented to Evelyn Pollard. Evelyn works with multiple different charities and organizations in Cumberland County where she advocates for those experiencing poverty.

We are working on a year end appeal to donors that have not yet donated in 2021, but have donated in the past. There will also be a charitable positioning e-blast sent to all members as part of this campaign. For stewardship; all 2021 donors will receive a holiday postcard with a thank you for support from CEO and Board Chair.

The public launch for Coldest Night of the Year took place on December 1. Leading up to this, staff connected with previous team captains, sponsors, as well as new sponsors. \$1,000 in sponsorship has been confirmed thus far.

Santa's for Seniors is off to a great start. Ellen has heard back from several of the long-term care facilities in our area and many local individuals who have requested a gift this Christmas. The wrapping party will be on December 21<sup>st</sup>.

The recent fire at the boarding house displaced 19 people. We have been working closely with Public Health and the Department of Community Services regarding this.

There are three Mount Allison Students helping in the Community Kitchen for a month as part of the Service Sociology Course. Two students are also working on some awareness raising infographs and infobites to be shared to raise awareness around housing issues and homelessness.

On December 7th Amanda presented "Your Rights as a Renter" at a seniors Renters Education Session.

The Youth Gambling Awareness program has been doing posts every Tuesday on social media with topics including: Money & Youth – financial literacy support; ESRB (Entertainment Software Rating Board); Needs & Wants; and Gambling advertisements.

Monica will be working with the Learn 2 Lead Cumberland group to present a session on Financial Literacy, this presentation will also be offered as part of the Renters Ed package that we will be rolling out.

Alison presented at the Housing Forum hosted by Elizabeth Smith McCrossin. The presentation was to increase awareness around housing issues and homelessness in our area and to highlight the great work that was done and continues to be done at the Affordable Housing units on Church Street. At the time of writing, 4 of the 4 units in the affordable housing complex have been rented.

We are currently hiring for a Housing Support Worker to fill the position that Amanda will be leaving as she moves on to another opportunity.

The roof repairs over the pool have been completed, future work is in the planning stage.

153 Church Street is almost complete, the driveway has just been finished and soon we will be putting in controls for the HVAC units and installing a shed on the property.

# **External Committee Report**

## **L.A. Animal Shelter**

### **December 2021**

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We have 55 cats and kittens and 6 dogs plus a dog in foster. In November we adopted out about 40 animals - including 5 snakes!

We participated in the Town's Cookie Crawl - handing out dog treats. Our Lotto Tree Fundraiser is wrapping up shortly. We currently have quite a selection of merchandise for sale both at the shelter and at Maritime Mosaic - most of which has been donated. Our Calendar was released in November - it's always a huge hit.