



Town of Amherst
Regular Council Meeting
Agenda

Date: **January 24, 2022**
Time: **6:00 pm**
Location: **Zoom Virtual Meeting**

	Pages
1. CALL TO ORDER	
2. TERRITORIAL ACKNOWLEDGMENT	
"We [I] would like to begin by acknowledging that the land on which we gather is the traditional unceded territory of the Mi'kmaw Peoples."	
3. APPROVAL OF AGENDA/MINUTES	
3.1. Approval of the Agenda	
3.2. Approval of Minutes	
3.2.1. December 20, 2021 Regular Council	3 - 15
3.2.2. January 10, 2022 Special Council	16 - 29
4. REQUESTS FOR DECISION	
4.1. Solid Waste Bylaw Amendments Second Reading - Christie	30 - 48
4.2. Resolution to Permit Export of Materials by GFL Environmental Inc. - Emery	49 - 51
4.3. Waste Resource Benefits Agreement Resolution - Davidson	52 - 55
4.4. February, April and May Meeting Dates - Landry	56 - 58
5. INTERNAL COMMITTEE REPORTS	
5.1. Planning Advisory Committee - Christie	59 - 59
5.2. Amherst Board of Police Commissioners - No Report	

5.3.	Audit Committee - No Report	
5.4.	Amherst Youth Town Council	60 - 60
5.5.	Advisory Committee on Accessibility - No Report	
5.6.	Inclusion, Diversity and Equity Committee - No Report	
6.	EXTERNAL COMMITTEE REPORTS	
6.1.	Cumberland Public Libraries - Fawthrop	61 - 61
6.2.	Cumberland YMCA - Fawthrop	62 - 62
6.3.	Cumberland Joint Services Management Authority - Emery	63 - 63
6.4.	Northern Region Solid Waste Committee - Baker	64 - 64
6.5.	L. A. Animal Shelter - Fawthrop	65 - 65
6.6.	Senior Safety - No Report	
6.7.	Inter Municipal Tourism - No Report	
6.8.	Poverty Reduction - No Report	
7.	ADJOURNMENT	

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

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

Members Present Mayor David Kogon
Councillor Hal Davidson
Councillor George Baker
Deputy Mayor Sheila Christie
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
Kim Jones, Director of Corporate Communications and
Community Well Being / Municipal Clerk
Tom McCoag, Corporate Communications Officer
Natalie LeBlanc, Deputy Clerk

Due to the COVID-19 pandemic this was a virtual meeting held via Zoom.

1. CALL TO ORDER

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

2. TERRITORIAL ACKNOWLEDGMENT

3. APPROVAL OF AGENDA/MINUTES

3.1 Approval of the Agenda

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

Motion Carried

3.2 Approval of Minutes

3.2.1 November 29, 2021 Regular Council

Moved By Councillor Fawthrop
Seconded By Deputy Mayor Christie
To approve the minutes of the November 29, 2021 regular meeting of
Council as circulated.

Motion Carried

4. REQUESTS FOR DECISION

4.1 Heritage Gas Municipal Operating Agreement

Moved By Deputy Mayor Christie
Seconded By Councillor Landry
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.

Motion Carried

THIS MUNICIPAL OPERATING ACCESS AGREEMENT - made this _____ day of _____, 2021.

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.
 - 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, 2022 until December 31, 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.

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 31st 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 "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 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 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.

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; 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.

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:
 - Within one (1) hour 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.

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) 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
- (5) 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.
 - (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.

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

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

Binding

26. This Agreement benefits and binds the Town and Heritage, their assigns and the successors of each of them.

Waiver

27. (1) No alleged waiver or breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver. No waiver by a party of any breach of this Agreement operates as a waiver of any other breach of this Agreement.
(2) The parties to this Agreement shall be entitled to resort to any remedies available to them in law or in equity in some or all combination in their discretion. No delay or failure of either party to exercise any right or remedy will operate as a waiver thereof, except where specifically provided herein to the contrary.

Unenforceability

28. In the event that any covenant or provision herein shall be determined to be void or unenforceable in whole or in part for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining covenants or provisions or parts thereof contained in this Agreement and such void or unenforceable covenants or provisions shall be deemed to be severable from the others herein provided.

Time

29. Time shall be of the essence of this Agreement and of each and every part hereto.

Interpretation

30. In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

Conflict of Laws

31. This Agreement shall be construed and enforced in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable hereto and the parties irrevocably attorn to the jurisdiction of the Courts of Nova Scotia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives on the day first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

TOWN OF AMHERST

Mayor

Witness

Chief Administrative Officer

HERITAGE GAS LIMITED

Per: _____
John Hawkins, President

4.2 Amherst Jr A Ramblers Agreement

Moved By Councillor Davidson

Seconded By Deputy Mayor Christie

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.

**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 to July 31, 2024

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 2021-2024 will be:**
As per user fee policy.
 - c) **Preseason games fees:**
 - 2021-2022: \$463.05 plus HST.
 - 2022-2023: \$486.20 plus HST.
 - 2023-2024: \$510.51 plus HST.
2. **Regular Season games fees:**
 - 2021-2022: \$21,676.20 plus HST (based on 26 home games)
 - 2022-2023: \$22,760.01 plus HST (based on 26 home games)
 - 2023-2024: \$23,898.01 plus HST (based on 26 home games)
3. **Playoff game fees:**
 - 2021-2022: \$868.21 plus HST.
 - 2022-2023: \$911.62 plus HST.
 - 2023-2024: \$957.20 plus HST.
4. **Payment:** The Amherst Jr. Ramblers will be billed on the last day of each month starting in August and ending 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 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 3rd party. If agreed on by the Facility Manager and the Amherst Jr. Ramblers practice times may vary.
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 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 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 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 1st 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 _____, 2021.

Signed: _____
Amherst Junior "A" Hockey Club 1997 Witness
Ron Lake, President

Signed: _____
Amherst Junior "A" Hockey Club 1997 Witness
Treasurer

Signed: _____
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 15th of each season;
2. Prior to January 15th 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 30th; and
2. All other inventory – September 30th

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 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 claim or dispute not be resolved, a special meeting will be held involving the Town CAO, Director of Operations and the Facility Manager, and the Ramblers President, General Manager and Board Member designated by the President.

**4.3 Advisory Committee to Reduce Poverty Issues Policy Repeal
Moved By Councillor Landry
Seconded By Councillor Emery
That Council formally repeal the Advisory Committee to Reduce Poverty
Issues Policy # 10350-29.**

Motion Carried

DEPARTMENT: Council and Corporate Services

TITLE: Advisory Committee to Reduce Poverty Issues

Minutes reference date: December 16, 2019

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.
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.

5. INTERNAL COMMITTEE REPORTS

5.1 Planning Advisory Committee - No Report

5.2 Amherst Board of Police Commissioners

Information item; no direction given or action required.

5.3 Audit Committee

Information item; no direction given or action required.

5.4 Amherst Youth Town Council - No Report

5.5 Advisory Committee on Accessibility

Information item; no direction given or action required.

5.6 Inclusion, Diversity and Equity Committee - No Report

6. EXTERNAL COMMITTEE REPORTS

6.1 Cumberland Public Libraries

Information item; no direction given or action required.

6.2 Cumberland YMCA

Information item; no direction given or action required.

6.5 L. A. Animal Shelter

Information item; no direction given or action required.

7. ADJOURNMENT

Moved By Councillor Emery

Seconded By Councillor Landry

To adjourn the meeting.

Motion Carried

Kimberlee Jones
Municipal Clerk

David Kogon
Mayor

**Amherst Town Council
Special Meeting
Minutes**

Date: January 10, 2022
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
Aaron Bourgeois, Director of Operations
Andrew Fisher, Director of Planning & Strategic Initiatives
Kim Jones, Director of Corporate Communications and Community Well Being / Municipal Clerk
Tom McCoag, Corporate Communications Officer
Natalie LeBlanc, Deputy Clerk

Due to the COVID-19 pandemic this was a virtual meeting held via Zoom.

1. CALL TO ORDER

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

2. REQUEST FOR DECISION

2.1 Solid Waste Bylaw Amendment First Reading

Moved By Councillor Emery

Seconded By Councillor Baker

That Council consider first reading of the Bylaw to Amend the Solid Waste Bylaw.

Motion Carried

3. ADJOURNMENT

Moved By Councillor Emery

Seconded By Councillor Landry

To adjourn the meeting.

Motion Carried

Kimberlee Jones
Municipal Clerk

David Kogon, MD
Mayor

Town of Amherst Solid Waste By-Law

1. This By-Law is entitled the “Town of Amherst Solid Waste By-Law” and is developed in accordance with *the Municipal Government Act 1998, Chapter 18, Section 325*.

Definitions

2. In this By-Law:

- (1) **“backyard composting”** means composting at a residential premise of organic solid waste comprised of yard waste and food scraps and spoiled or waste food or foodstuff excluding meat, fish, eggs or dairy products where:
 - (i) the waste is generated by the residents of the residential premise;
 - (ii) the annual production of compost on any property lot does not exceed 2 cubic metres;
 - (iii) the composter or compost pile is not located within 15 metres of any window or door of a structure on an adjacent property;
- (2) **“biomedical waste”** means and is limited to carcasses of animals exposed to pathogens, disease waste, cultures and stocks, human blood and blood products, pathological waste, sharps waste, and other waste determined to be infectious;
- (3) **“CJSMA”** means the Cumberland Joint Services Management Authority or its successors who manage the operation of the Little Forks Landfill at Cumberland County;
- (4) **“collector”** means any person or corporation collecting solid waste in the Town for gain or profit licensed in accordance with section 7 of this by-law;
- (5) **“collector license”** means a license to transport solid waste generated within the town of Amherst and issued by the Solid Waste Manager.
- (6) **“commercial container”** means any container used for the storage of solid waste or any container used for the storage of organic materials or recyclable materials originating from industrial, commercial, or institutional premises on properties located in the Town of Amherst for collection by a hauler;
- (7) **“compostables / organics”** means food scraps and spoiled or waste food or foodstuff including vegetable peelings, meat, fish, eggs, bones, waste food products, soiled and wet paper and soiled paper products such as table napkins, paper towels, pizza boxes, wet ashes, leaves and yard waste, together with such other organic materials as may, from time to time, be identified in public education documents suitable for municipal collection in compost bins;
- (8) **“compost bin”** means a wheeled aerated cart designed to be emptied by hydraulic lifting devices for the storage and municipal collection of compostables made available by or through the Town for that purpose;
- (9) **“composting”** means the nuisance-free biological decomposition of organic materials, substances or objects under controlled circumstances to a condition sufficiently stable for nuisance-free and safe storage and use in land applications;
- (10) **“container recyclables”** means redeemable beverage containers, steel, tin or aluminum food containers and cans, glass food containers, jars and bottles, low density polyethylene bags and packaging, high density bags, containers and packaging, polycoat containers for milk, milk products, soya milk, concentrates or other liquids or powders, and any such other items as may,

from time to time, be identified in public education documents distributed by the Town of Amherst or CJSMA as suitable for municipal container recyclables collection;

- (11) “**construction, demolition and renovation debris**” means materials which are normally used in the construction of buildings, structures, roadways, walls and other landscaping material and includes, but is not limited to, soil, asphalt, brick, mortar, drywall, plaster, cellulose, fiberglass fibers, gyproc, lumber, wood, asphalt shingles, and metals and such other materials as may be permitted from time to time by regulations of the Province of Nova Scotia for disposal at a disposal site for construction, demolition and renovation debris;
- (12) “**contaminated soil**” means soil which
- (i. has been contaminated with and contains in excess of 2,000 parts per million of total petroleum hydrocarbons; or
 - (ii. Has been removed from a site because of actual or suspected contamination pursuant to a requirement or order of the Nova Scotia Department of Environment;
- (13) “**contamination**” generally refers to any item which is not acceptable in any given source-separated stream according to the definition of that stream. In the case of recyclable materials, contamination also refers to recyclable items which may be soiled or dirty, which renders such items non-recyclable;
- (14) “**Council**” means the council for the Town of Amherst;
- (15) “**curb**” means that portion of the public street right-of-way between the traveled portion of the street and the property line which parallels the street center line;
- (16) “**Cumberland Central Landfill**” means the solid waste processing and disposal complex at Little Forks which includes a sanitary landfill, a recycling plant, a compost processing facility, leachate treatment facility, leaf and yard waste area, contaminated soils area, a metal salvage area, and a demolition debris disposal site;
- (17) “**Enforcement Officer**” means the person appointed by the Town to be the Enforcement Officer or their designate;
- (18) “**fibre recyclables**” means corrugated cardboard, newsprint, catalogues, bond paper, glossy flyers and magazines, paper egg cartons, boxboard, computer paper, telephone and other soft cover books, and any such other items as may, from time to time, be identified in public education documents distributed by the Town of Amherst or CJSMA as suitable for municipal fibre recyclables collection.
- (19) “**hazardous waste**” means waste that may be harmful to humans, animals, plant life or natural resources including, but not restricted to, industrial chemicals, toxic, flammable, corrosive, radioactive, reactive, pathological and PCB waste, oil, gasoline, paint solvent, wood preservatives, ink, battery acid, pesticides and insecticides;
- (20) “**hospital and pharmaceutical waste**” means waste generated at hospitals, clinics, pharmacies, veterinary clinics, dentist offices and includes used needles, drugs, dressings, excluding pathological waste;
- (21) “**householder**” means owner, occupant, lessee, tenant or other person in charge of a dwelling, mobile home, hotel, restaurant, apartment unit, office building, public institution or other building or property, and includes the person assessed for the building pursuant to the Assessment Act, R.S.N.S. 1989, c.23;
- (22) “**ICI Sector**” means motel, restaurant, office building, public institution, manufacturing plant, retail sales outlet or any other premise not a residential premises as defined by this by-law;

- (23) **“owner”** means:
- (i. a part owner, joint owner, tenant in common or joint tenant of the whole or any part of the land or a building;
 - (ii. In the case of the absence or incapacity of the person having title to the land or building, a trustee, an executor, a guardian, an agent, a mortgagee in possession or a person having the care or control of the land or building; or
 - (iii. In the absence of proof to the contrary, the person assessed for the property;
- (24) **“pathological waste”** means any part of the human body excepting hair, nail clippings and the like, any part of a dead animal infected with a communicable disease, and non-anatomical waste infected with a communicable disease;
- (25) **“premise”** means any building or property in the Town;
- (26) **“public education documents”** includes newspaper or radio advertisements, newsletters, pamphlets, flyers or other material circulated by mail or delivery by or for the Town, CJSMA, the Nova Scotia Department of Environment or the Nova Scotia Resource Recovery Board;
- (27) **“reactive waste”** means a waste that reacts violently with water or is readily capable of detonation or explosive reaction including calcium carbide;
- (28) **“redeemable beverage container”** means a container of less than 5 litres which contains or has contained a beverage and was sealed by the manufacturer after the beverage was placed in it, other than a container for milk, mild products, soya milk or concentrates;
- (29) **“residential premises”** included single family dwellings, duplexes and apartment buildings with three dwelling units or less, but does not include a motel, hotel or inn;
- (30) **“residential solid waste”** includes compostables, recyclable materials and residual garbage generated at a residential premise;
- (31) **“residual waste”** means waste other than:
- (i. recyclable material;
 - (ii. compostables;
 - (iii. construction, demolition and renovation debris, pathological waste, reactive waste, septic waste, hospital and pharmaceutical waste, contaminated soils, friable asbestos, leaf and yard waste, sharps waste, white goods, or other material identified in this by-law as to be placed for collection only upon special collection dates;
 - (iv. notwithstanding subparagraphs (i and (ii hereof, residual waste may include compostables or recyclable materials to the extent separation of compostable and recyclable material was not reasonably possible for the waste generator because of the fusing or bonding together of materials in the state in which the waste generator received them or because of the reasonable cross-contamination of materials in the ordinary course of use by the waste generator if such contamination was unavoidable by the exercise of due diligence by the waste generator;
- (32) **“scrap metal / white goods”** includes items such as washers, dryers, dishwashers, stoves and refrigerators;
- (33) **“septic waste”** means the liquid and solid material removed from septic tanks, sewage treatment plants, and manholes, cesspools, privies and portable toilets;

- (34) **“sharps waste”** means hypodermic needles, syringes with needles attached, IV tubing with needles attached, dental scalers, scalpel blades and lancets that have been removed from the original sterile package;
- (35) **“solid waste”** includes recyclable material, compostables, and residual waste, construction, demolition and renovation debris, leaf and yard waste, contaminated soils and any other waste or discarded tangible personal property;
- (36) **“Solid Waste Manager”** means the Solid Waste Manager of the CJSMA;
- (37) **“stream”** means waste of the same kind being:
 - (i. compostables;
 - (ii. Recyclable material;
 - (iii. Residual waste;
 - (iv. Construction and demolition debris;
 - (v. contaminated soil;
 - (vi. solid waste of any type which is not acceptable at a municipal solid waste management facility; or
 - (vii. solid waste of any type which is only accepted on the occasion of special collections, or by contract, or by express approval in advance of the operator of a municipal solid waste management facility;
- (38) **“Town”** means the Town of Amherst;
- (39) **“unacceptable materials”** shall be defined as materials not accepted for disposal at the Cumberland Central Landfill, this includes but is not limited to biomedical waste and household hazardous waste;
- (40) **“yard and leaf waste”** means vegetative matter resulting from gardening, horticulture or landscaping, including materials such as tree and shrub trimmings, plant remains, grass clippings, leaves, trees and stumps, but excludes construction and demolition debris or contaminated organic matter.

Source Separation

- 3. Owners and occupants of property in the Town shall separate solid waste at the time of generation, and provide storage, placement for collection and disposal into uncontaminated separate solid waste streams as follows:
 - (1) compostables;
 - (2) (i. **container** recyclable materials;
(ii. **fibre** recyclable materials;
 - (3) residual waste;
 - (4) construction, demolition and renovation debris;
 - (5) contaminated soil;
 - (6) solid waste of any type which is not accepted at a municipal solid waste management facility, each such type in its own stream; and
 - (7) solid waste of any type which is only accepted on the occasion of special collections, or by contract or by express approval in advance of the operator of a municipal solid waste management facility, each such type in its own stream.

RESIDENTIAL SECTOR

Residential Solid Waste Disposal

- 4. Except for the placement of solid waste for collection in accordance with this by-law, no person shall deposit, cause to be deposited or permit to be deposited solid waste at any place in the Town provided, however, that:

- (1) backyard composting carried out in such manner as not to constitute a nuisance is permissible;
- (2) no person shall place, cause to be placed for collection any solid waste that is not separated as required by Section 3 of this by-law or which is falsely or misleadingly presented or packaged as solid waste of a particular kind, type, stream or place of origin or which is concealed within or intermingled with solid waste of another kind, type, stream or place of origin;
- (3) no householder in the Town shall permit the accumulation of solid waste in or around the property to the extent that it is or is likely to become a nuisance, unsightly or a hazard to public health;
- (4) subject to statutes, regulations or laws of the Province of Nova Scotia or Canada to the contrary, the unconcentrated disposal of waste trees, brush or portions thereof or other organic farm or forestry waste by decay on forest or farm land is permitted; and
- (5) subject to statutes, regulations or laws of the Province of Nova Scotia or Canada or other by-laws of the Town to the contrary, the nuisance-free disposal of aggregate, soil, bricks, mortar, concrete, asphalt pavement, porcelain or ceramic materials as fill is permitted.

Municipal Residential Collection

5. Council may, by resolution, provide for municipal collection of solid waste by a contractor in some or all areas of the Town and, for greater certainty and without limiting Council's discretion to use different collection classifications, Council may limit collection to particular types of solid waste to properties containing not more than a specified number of residential households, and/or to commercial solid waste generators of a particular type or size or generating not more than a specified volume of solid waste, and may provide different collection services for any different class of waste generator.

Solid Waste Collection

6. Except to the extent authorized by contract with the Town or by public education documents distributed from time to time, including but not restricted to public education documents or notices published in connection with special collection days, persons placing solid waste for collection shall comply with the following:
 - (1) the frequency and schedule of collection of residual residential solid waste within the Town shall be determined by resolution of Council;
 - (2) all solid waste shall be placed for collection within three meters of the curb, placed in such a manner as to interfere as little as possible with pedestrian traffic and snow removal;
 - (3) residual waste shall be placed for collection in securely tied, transparent, colourless, plastic disposable water-proof bags of a dimension not smaller than 60 cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag and not more than six [6] such bags per dwelling unit shall be placed for collection on any one collection day;
 - (4)
 - (i. container recyclable materials shall be placed for collection in securely tied, transparent plastic disposable water-proof bags of a dimension no smaller than 60 cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag. Not more than three [3] such bags or bundles per dwelling unit shall be placed for collection on any one collection date;
 - (ii. paper recyclable materials shall be placed for collection in securely tied, transparent plastic disposable water-proof bags of a dimension no smaller than 60 cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag. Not more than three [3] such bags or bundles per dwelling unit shall be placed for collection on any one collection date;

- (5) the collection of organic materials (compostables) shall be subject to the following conditions or such further conditions as the Town may establish by resolution:
- (i. each residential premises shall have a compost bin as approved by the Town in which organics are to be placed for collection;
 - (ii. the compost bins are the property of the Town. The owner of the residential premises shall be responsible to ensure that such bins are kept secure on their premises and are kept in good repair;
 - (iii. storage of food scraps and spoiled or waste food or foodstuff, except as disposed of by backyard composting, shall be removed from every property by the occupant no less than once every two weeks and disposed of according to this by-law;
 - (iv. leaf and yard waste placed for collection shall, in the case of leaves, be placed in compostable/paper bags of a dimension no smaller than 60 cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag and not more than 10 such bags per residential premise shall be placed for collection on any one collection day. Brush and tree branches shall not exceed 1.5 m in length or 25 kg in weight and individual limbs shall have a diameter not exceeding 5 cm in diameter;
- (6) bulky items placed for special collection shall not exceed 50 kg in weight for any one item or 150 kg for all items for any one residential premise on any one special collection date and no individual item shall measure greater than 2.0 meters in any dimension;
- (7) except to the extent authorized by contract with the Town or by public education documents distributed from time to time, no person shall place for collection:
- (i. hazardous waste
 - (ii. hospital and pharmaceutical waste
 - (iii. pathological waste
 - (iv. asbestos
 - (v. septic waste
 - (vi. hot or dry ashes
 - (vii. dead animals
 - (viii. industrial waste, including non-residential farm, forestry or fishing waste
 - (ix. tires
 - (x. waste generated outside the Town
 - (xi. other materials or solid waste as may be identified as unacceptable for collection in public education documents distributed from time to time;
- (8) Scavenging
- (i. no person shall pick over, interfere with, disturb, remove or scatter any waste or bundled article placed out for collection, whether in a concealed container or otherwise;
 - (ii. no person shall permit or suffer any animal owned or harboured by him or under his control to pick over, interfere, disturb, eat, remove or scatter any waste placed out for roadside collection;

- (iii. except as authorized by the Town, no person shall remove recyclable material or other solid waste placed or apparently placed for municipal collection by waste generators, owners or occupants and all recyclable materials are the property of the Town from the moment of placement for municipal collection. Nothing in this section relieves an owner or occupant from the duties set out in subsection [(12)] of section [6];
 - (iv. this section does not apply to the person who placed the waste material for collection or to the Town, its contractors or authorized Town collection contractors;
 - (9) no person shall place solid waste for collection on a property other than solid waste generated on that property;
 - (10) no person shall place waste from premises other than residential premises on municipal property for collection or other reason without written permission from the Town;
 - (11) waste refrigerators and freezers shall either be stored inside or enclosed, locked child-proof building or shall have their doors removed from the appliance;
 - (12) solid waste containers, compost carts, uncollected waste and any waste scattered by animals, pests or weather shall be removed by the householder from the place where such solid waste was placed for collection not later than midnight on the day of collection.
7. Only the contractor hired by the Town is permitted to regularly collect solid waste from residential premises in Amherst.

Special Collections

8. Council may, by resolution, provide for special municipal solid waste collections on an occasional basis or may provide for municipal collection from a drop-off site, of particular types of solid waste, such as discarded Christmas trees, bulky items not eligible for regular municipal collection, household hazardous waste or other specified solid waste, and may limit such special collection in particular areas of the Town, to properties containing not more than a specified number of residential households and/or to commercial solid waste generators of a particular type or size or generating not more than a specified volume of solid waste.

Solid Waste Containers

9. The owner and occupant of every property in the Town shall provide sufficient and adequate receptacles or containers for solid waste which may accumulate from time to time on the property, and, without limiting the generality of the foregoing:
- (1) food scraps and spoiled or waste food shall be stored in compost bins or in other receptacles or containers that are water-proof, impervious to domestic and wild animals and rodents and which are designed to avoid the entrapment of children;
 - (2) compost bins or other receptacles or containers used for storage of food scraps and spoiled or waste food shall not be placed or kept within 2 meters of a window or door situated on an abutting or adjacent property;
 - (3) recyclable material and residual garbage shall be stored inside buildings or in receptacles or containers that are water-proof, impervious to domestic and wild animals and rodents, and which are designed to avoid the entrapment of children.

INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL SECTOR (ICI)

Industrial, commercial, Institutional Solid Waste Disposal

10. (1) Owners and occupants of properties in the ICI Sector which generate the following waste shall, either personally or by employees, contractors or agents and in compliance with all applicable federal, provincial and municipal laws, remove and dispose of such waste:
 - (i) all solid waste generated by industrial, commercial or institutional premises, facility or operation;
 - (ii) all solid waste resulting from construction of any kind, including renovation or repair;
 - (iii) all solid waste resulting from the demolition of a building or structure.
- (2) The Town, by contract with solid waste generators in the ICI Sector, may provide collection of solid waste and may, in such contract, vary any of the limitations or restrictions applicable to general municipal collection as set out herein.
- (3) The property owner of an industrial, commercial or institutional property shall ensure that:
 - (i) adequate space is provided on the property to accommodate containers for the collection of source-separated residual waste, organic materials, container recyclable materials and fibre recyclable materials generated at the property;
 - (ii) where food is consumed on site, receptacles must be present to accommodate the collection and separation of residual waste, organic material, and recyclable materials for people disposing of such material;
 - (iii) signage clearly defined for the sorting of recyclables, organic materials and residual waste is to be located within three [3] meters of the commercial container(s);
 - (iv) where industrial, commercial or institutional properties have a chute, signage is required to be posted on every floor where access to a chute is provided to instruct tenants to the location of commercial containers for residual waste, recyclables, and organic materials.
- (4) The occupant of an industrial, commercial or institutional property shall:
 - (i) source separate all waste generated in the occupant's unit or portion of the building at the point of generation into residual waste, organic material, container recyclable material and fibre recyclable material, so as to comply with the disposal bans and to facilitate their recycling, composting or disposal in accordance with the Town's waste resource management system;
 - (ii) place for collection source separated material in containers in accordance with Section 11 at the storage areas on the property as designated by the property owner;
 - (iii) place all residual waste in securely tied, transparent, colourless plastic disposable water-proof bags of a dimension not smaller than 60cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag;
 - (iv) where food is consumed on site, clearly label bags of solid waste generated and sorted by consumers of food with identifying labels or markers provided by the Solid Waste Manager for this purpose. This provision does not relieve the occupant of the requirement to source separate waste generated or handled by employees on site.

Commercial Containers

11. (1) Any person who makes use of a commercial container for the temporary storage of waste shall ensure that such commercial container:

- (i) is sturdily constructed of weather-proof and animal-proof material, and capable of containing the material deposited within;
 - (ii) has displayed thereon the name and telephone number of the owner of the container and the type of material to be deposited therein;
 - (iii) has displayed thereon the following message "GARBAGE" or "WASTE" where residual waste is to be deposited in the commercial container;
 - (iv) has displayed thereon the following message "ORGANICS" where organic materials are to be deposited in the commercial container;
 - (v) has displayed thereon the following message "CONTAINER RECYCLABLES" where container recyclables are to be deposited in the commercial container;
 - has displayed thereon the following message "FIBRE RECYCLABLES" where fibre recyclables are to be deposited in the commercial container
 - (vi) where it is not possible to display the appropriate message as outlined in this subsection directly on the commercial container, then appropriate signage shall be posted within three [3] meters of the commercial containers with the message indicating the materials to be deposited therein, and
 - (vii) any message required by this section shall use lettering not less than 10 centimeters in height and 4 centimeters in width;
 - (viii) is equipped with a lid with a positive closing device which shall be kept closed except when the container is being loaded or unloaded;
 - (ix) is cleaned regularly and periodically, as necessary to avoid the build-up of odours;
 - (x) where tenants are required to place materials in the container, the container shall be designed and situated to be reasonably accessible for this purpose.
- (2) The owner of any premises on which a commercial container is placed shall ensure that:
- (i) where possible, any such container is kept behind or beside the building which it serves;
 - (ii) if kept in front of the building due to lot size and/or property configuration, such container is located at least six (6) meters from the front property line;
 - (iii) any such container is reasonably screened so as not to be visible from any street; and
 - (iv) any such container is kept in a manner that is not unsightly and does not cause a nuisance or health-related problem.
- (3) No person shall place a commercial container on any public street within the Town without the written permission of the Town Engineer.
- (4) The owner of any premises upon which a commercial container is located shall be responsible to:
- (i) keep the area surrounding any such container free from litter and waste;
 - (ii) cause any such container to be emptied at least once in every seven [7] days or more frequently if the container becomes filled before the seven day period elapses unless the material is of a nature such that

longer storage will not cause a nuisance or health related problem (e.g. dry or inert type materials, recyclable material, scrap metals, etc.);

- (iii. to ensure that any such container is loaded uniformly and is loaded such that waste material is completely contained within the container when closed.
- (5) The owner of any industrial, commercial or institutional premises shall ensure that commercial containers on the premises:
- (i accommodate source separated waste generated at that location;
 - (ii are designed and constructed such that the waste (residual waste, organic materials, recyclable materials) remains in a source separated condition; and
 - (iii are easily accessible to the occupants.
- (6) The owner of any industrial, commercial or institutional premises may make use of aerated organics containers specifically designed and approved for the storage and collection of source-separated organic materials from industrial, commercial or institutional premises provided the owner complies with the other applicable requirements of this Section 11.
- (7) Bulk commercial containers used during construction or repair work need not comply with paragraphs [11. (1)] and [11. (2)] of this by-law for temporary period of not more than six [6] months or until the completion of the construction or repair work, whichever is sooner.

GENERAL

Inspections

12. Where an inspection is required or conducted pursuant to this by-law:
- (1) the Enforcement Officer may enter in or upon land or premises at a reasonable time without a warrant;
 - (2) except in an emergency, the Enforcement Officer shall not enter a room or place actually being used as a dwelling without the consent of the owner or occupier, unless the entry is made in daylight hours and written notice of the time of the entry is given to the owner or occupier at least twenty-four hours in advance; and
 - (3) where a person refuses to allow the inspector to exercise, or attempts to interfere or interferes with the Enforcement Officer in the exercise of a power granted pursuant to this by-law, the Enforcement Officer may apply to a judge of the Supreme Court of Nova Scotia for an order,
 - (i to allow the Enforcement Officer entry to the building, and
 - (ii restraining a person from further interference;
 - (iii to recover all costs associated with any such order.

Solid Waste Collectors

13. No person shall engage in the business of collection or transporting solid waste generated within the Town of Amherst, nor shall they deposit solid waste at the Cumberland Central Landfill unless the person holds a current collector License from the Town of Amherst for that purpose, obtained or renewed before March 31 in each calendar year.

14. The application for a Collector's License shall be made in writing, in duplicate, on such form as may be specified by the solid Waste Manager from time to time, and signed by the person applying therefore. Every application for a Collector License, including each annual renewal, shall contain the following information:
 - (1) the name, address and phone number of the applicant;
 - (2) the provincial motor vehicle registration number and description by make, model and year of any vehicles to be used by the applicant in connection with the collection or transportation of solid waste in the Town of Amherst;
 - (3) a description of the types of solid waste for which a Collector License is sought;
 - (4) an annual license fee as determined from time to time by Council.

15. Licensed collectors shall use collection and transportation equipment which:
 - (1) is insured for third party liability in such amount as may be required from time to time by the Solid Waste Manager or as listed in tender documents;
 - (2) is registered under the Motor Vehicle Act and which complies with all provisions of that Act or of any other applicable statute or regulation in effect from time to time;
 - (3) is driven by an operator with valid operator's permits of the requisite class for that type of vehicle;
 - (4) is designed and utilized in a manner which prevents any solid waste or liquid waste from falling out, being spilled, blown or scattered from the vehicle during collection or transportation and, in particular:
 - (i) must be equipped with a tailgate or other restraining device which shall be closed while the vehicle is in motion;
 - (ii) must be equipped with a cover, tarpaulin or other adequate protective device to prevent littering during collection or transportation of solid waste;
 - (5) if used in the collection of more than one type of solid waste, be designed, constructed and used in such a manner as to prevent cross-contamination between different solid waste streams;
 - (6) displays the name of the Licensed Collector in characters not less than 2.5 cm in height.

16. Licensed collectors shall:
 - (1) refuse collection of solid waste which is not separated or otherwise placed for collection in accordance with the requirements of this by-law;
 - (2) haul in separate loads of solid waste collected in different municipal units, except as may be expressly authorized by the Solid Waste Manager;
 - (3) comply with the provisions of this by-law, including but not restricted to those concerning the placement or deposit of solid waste at municipal solid waste management facilities;
 - (4) attend courses or training seminars, as stipulated from time to time by the Solid Waste Manager regarding the collection and transportation of solid waste, the use of solid waste management facilities and the public education of solid waste generators;
 - (5) comply with any directives or restriction on collection or transportation routes, or the timing, procedures or methods to be utilized in connection with the collection or disposal of solid waste at a municipal solid waste management facility as may be specified by the solid Waste Manager from time to time.

17. The Solid Waste Manager may refuse to issue or renew or may revoke or suspend a Collector's license for breach of the by-law or of the terms or conditions of a License. The Solid Waste Manager may suspend a Collector's License on reasonable and probable grounds without hearing or notice in the event of a willful breach of the by-law or a loss or apparent loss of vehicle/driver licensing, registration of insurance, in which event an interim suspension shall remain in effect for a period of up to 30 days pending a hearing. In all other instances, a refusal to issue or renew or a revocation or suspension of the license shall only be made by Council after convening a hearing.

Prohibitions

18. No person shall export or remove solid waste material generated within the Town of Amherst outside the boundaries of Cumberland County and all such solid waste shall be disposed of within the boundaries of Cumberland County in accordance with this By-Law, except when and as authorized by a Resolution of Council.
19. For the purpose of Section 18, solid waste means solid waste materials, including but not limited to, residual waste, industrial, commercial and institutional waste, construction and demolition waste, mixed waste, and organic materials, but does not include recyclable materials from industrial, commercial and institutional sector premises, pathogenic or biomedical waste, or hazardous waste, materials.

Enforcement and Penalty

20. Proof that solid waste that was deposited or placed somewhere in contravention of this by-law originating from a particular person shall be evidence that the person so deposited or placed it, or caused or permitted it to be so deposited or placed, in the absence of evidence to the contrary.
21. Any person who contravenes any provision of this by-law is punishable on summary conviction by a fine of not less than \$200 and not more than \$5,000 and to imprisonment of not more than 60 days in default of payment thereof.
22. Each day that a person commits an offence under this by-law constitutes a separate offence.

Solid Waste Disposal

23. It is the policy of the CJSMA that all materials brought for disposal to the Cumberland Central Landfill are source separated at the time of generation as per Section 3 of this by-law.
24. No person shall place, cause to be placed or permit to be placed at, in, or adjacent to a municipal solid waste management facility any solid waste when the facility is not open or when the operator or municipal staff of the municipal solid waste management facility refuses to accept a load or loads of items of solid waste.

Scavenging

25. No person shall remove material from the Cumberland Central Landfill without permission from Cumberland Joint Services Management Authority.

Inspection and Enforcement at Cumberland Central Landfill

26. Loads entering the Cumberland Central Landfill site will be inspected. Waste haulers and generators are advised that CJSMA reserves the right to reject non-compliant loads or portions of loads and to recover additional waste management cost incurred due to the improper disposal of non-compliant materials by haulers and/or generators.

In the event materials are not in compliance with regulations for disposal at the site not identified by the site owners and operators until dumping of the materials has commenced or has been concluded, the collector and the originator of such

materials shall be responsible to immediately remove the non-compliant materials from the site.

Any waste hauler/generator disposing of solid waste at the Cumberland Central Landfill must provide a manifest upon request.

Repeal

27. The Town of Amherst Solid Waste By-law, D-20, approved by Council on April 22, 2002 with amendments dated February 24, 2003, April 30, 2007, March 9, 2018 and August 24, 2021 is hereby repealed.

SYNOPSIS

Bylaw to Amend the Solid Waste Bylaw D-20

Second Reading

Further to the recent amendments to the Solid Waste By-Laws in each of Amherst, Cumberland and Oxford, GFL Environmental Inc. ("**GFL**") subsequently requested additional by-law amendments to ensure (i) continuity of flow-control of Solid Waste to the facility in Little Forks and (ii) to expressly provide export rights for GFL after the sale of the facility to GFL.

In the case of Amherst and Cumberland, the amendments essentially require re-insertion of provisions previously removed by the Councils to Amherst By-law D20 and Cumberland By-Law 18-02. In both cases, the provisions were removed pursuant to GFL's request to remove municipal prohibitions on the export of Solid Waste to the facility. The proposed language for amendment of these By-Laws simply adds the prohibition on exporting Solid Waste back into the By-Laws. The proposed amendment also gives each Council authority to provide exemptions (if deemed necessary) to the flow control prohibition by way of Council Resolution.

MOTION:

That Council give second reading of the Bylaw to Amend the Solid Waste Bylaw.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Jason MacDonald, CAO

DATE: January 24, 2022

SUBJECT: Bylaw to Amend the Solid Waste Bylaw 1st Reading

ORIGIN: Upcoming sale of the Little Forks Landfill

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

RECOMMENDATION: That Council give second reading of the Bylaw to Amend the Solid Waste Bylaw.

BACKGROUND: Both the Bylaws of Amherst and Cumberland need to be amended to reinsert the previously removed clauses related to the prohibition on removing waste from the county.

DISCUSSION: Further to the recent amendments to the Solid Waste By-Laws in each of Amherst, Cumberland and Oxford, GFL Environmental Inc. ("**GFL**") subsequently requested additional by-law amendments to ensure (i) continuity of flow-control of Solid Waste to the facility in Little Forks and (ii) to expressly provide export rights for GFL after the sale of the facility to GFL.

In the case of Amherst and Cumberland, the amendments essentially require re-insertion of provisions previously removed by the Councils to Amherst By-law D20 and Cumberland By-Law 18-02. In both cases, the provisions were removed pursuant to GFL's request to remove municipal prohibitions on the export of Solid Waste to the facility. The proposed language for amendment of these By-Laws simply adds the prohibition on exporting Solid Waste back into the By-Laws. The proposed amendment also gives each Council authority to provide exemptions (if deemed necessary) to the flow control prohibition by way of Council Resolution.

FINANCIAL IMPLICATIONS: Amending the bylaw to facilitate the sale of the facility and a significant one time revenue and removal of future liabilities associated with the side. There is also potential for long term revenue source within the agreement.

SOCIAL JUSTICE IMPLICATIONS: None

ENVIRONMENTAL IMPLICATIONS: All waste generated or disposed of in Nova Scotia must follow strict environmental regulations regardless of location of disposal.





AMHERST TOWN COUNCIL

RFD# 2022001

Date: January 24, 2022

COMMUNITY ENGAGEMENT: A Notice of Approval will be published in a newspaper.

ALTERNATIVES: This is a requirement of the terms of the Purchase and Sale Agreement for the landfill site.

ATTACHMENTS: The Bylaw to Amend the Solid Waste Bylaw, D-20

Report prepared by:

Report and Financial approved by:



Town of Amherst Solid Waste By-Law

1. This By-Law is entitled the “Town of Amherst Solid Waste By-Law” and is developed in accordance with *the Municipal Government Act 1998, Chapter 18, Section 325.*

Definitions

2. In this By-Law:

- (1) “**backyard composting**” means composting at a residential premise of organic solid waste comprised of yard waste and food scraps and spoiled or waste food or foodstuff excluding meat, fish, eggs or dairy products where:
 - (i) the waste is generated by the residents of the residential premise;
 - (ii) the annual production of compost on any property lot does not exceed 2 cubic metres;
 - (iii) the composter or compost pile is not located within 15 metres of any window or door of a structure on an adjacent property;
- (2) “**biomedical waste**” means and is limited to carcasses of animals exposed to pathogens, disease waste, cultures and stocks, human blood and blood products, pathological waste, sharps waste, and other waste determined to be infectious;
- (3) “**CJSMA**” means the Cumberland Joint Services Management Authority or its successors who manage the operation of the Little Forks Landfill at Cumberland County;
- (4) “**collector**” means any person or corporation collecting solid waste in the Town for gain or profit licensed in accordance with section 7 of this by-law;
- (5) “**collector license**” means a license to transport solid waste generated within the town of Amherst and issued by the Solid Waste Manager.
- (6) “**commercial container**” means any container used for the storage of solid waste or any container used for the storage of organic materials or recyclable materials originating from industrial, commercial, or institutional premises on properties located in the Town of Amherst for collection by a hauler;
- (7) “**compostables / organics**” means food scraps and spoiled or waste food or foodstuff including vegetable peelings, meat, fish, eggs, bones, waste food products, soiled and wet paper and soiled paper products such as table napkins, paper towels, pizza boxes, wet ashes, leaves and yard waste, together with such other organic materials as may, from time to time, be identified in public education documents suitable for municipal collection in compost bins;

- (8) “**compost bin**” means a wheeled aerated cart designed to be emptied by hydraulic lifting devices for the storage and municipal collection of compostables made available by or through the Town for that purpose;
- (9) “**composting**” means the nuisance-free biological decomposition of organic materials, substances or objects under controlled circumstances to a condition sufficiently stable for nuisance-free and safe storage and use in land applications;
- (10) “**container recyclables**” means redeemable beverage containers, steel, tin or aluminum food containers and cans, glass food containers, jars and bottles, low density polyethylene bags and packaging, high density bags, containers and packaging, polycoat containers for milk, milk products, soya milk, concentrates or other liquids or powders, and any such other items as may, from time to time, be identified in public education documents distributed by the Town of Amherst or CJSMA as suitable for municipal container recyclables collection;
- (11) “**construction, demolition and renovation debris**” means materials which are normally used in the construction of buildings, structures, roadways, walls and other landscaping material and includes, but is not limited to, soil, asphalt, brick, mortar, drywall, plaster, cellulose, fiberglass fibers, gyproc, lumber, wood, asphalt shingles, and metals and such other materials as may be permitted from time to time by regulations of the Province of Nova Scotia for disposal at a disposal site for construction, demolition and renovation debris;
- (12) “**contaminated soil**” means soil which
- (i. has been contaminated with and contains in excess of 2,000 parts per million of total petroleum hydrocarbons; or
 - (ii. Has been removed from a site because of actual or suspected contamination pursuant to a requirement or order of the Nova Scotia Department of Environment;
- (13) “**contamination**” generally refers to any item which is not acceptable in any given source-separated stream according to the definition of that stream. In the case of recyclable materials, contamination also refers to recyclable items which may be soiled or dirty, which renders such items non-recyclable;
- (14) “**Council**” means the council for the Town of Amherst;
- (15) “**curb**” means that portion of the public street right-of-way between the traveled portion of the street and the property line which parallels the street center line;
- (16) “**Cumberland Central Landfill**” means the solid waste processing and disposal complex at Little Forks which includes a sanitary landfill, a recycling plant, a compost processing facility, leachate treatment facility, leaf and yard waste area, contaminated soils area, a metal salvage area, and a demolition debris disposal site;

- (17) **“Enforcement Officer”** means the person appointed by the Town to be the Enforcement Officer or their designate;
- (18) **“fibre recyclables”** means corrugated cardboard, newsprint, catalogues, bond paper, glossy flyers and magazines, paper egg cartons, boxboard, computer paper, telephone and other soft cover books, and any such other items as may, from time to time, be identified in public education documents distributed by the Town of Amherst or CJSMA as suitable for municipal fibre recyclables collection.
- (19) **“hazardous waste”** means waste that may be harmful to humans, animals, plant life or natural resources including, but not restricted to, industrial chemicals, toxic, flammable, corrosive, radioactive, reactive, pathological and PCB waste, oil, gasoline, paint solvent, wood preservatives, ink, battery acid, pesticides and insecticides;
- (20) **“hospital and pharmaceutical waste”** means waste generated at hospitals, clinics, pharmacies, veterinary clinics, dentist offices and includes used needles, drugs, dressings, excluding pathological waste;
- (21) **“householder”** means owner, occupant, lessee, tenant or other person in charge of a dwelling, mobile home, hotel, restaurant, apartment unit, office building, public institution or other building or property, and includes the person assessed for the building pursuant to the Assessment Act, R.S.N.S. 1989, c.23;
- (22) **“ICI Sector”** means motel, restaurant, office building, public institution, manufacturing plant, retail sales outlet or any other premise not a residential premises as defined by this by-law;
- (23) **“owner”** means:
- (i. a part owner, joint owner, tenant in common or joint tenant of the whole or any part of the land or a building;
 - (ii. In the case of the absence or incapacity of the person having title to the land or building, a trustee, an executor, a guardian, an agent, a mortgagee in possession or a person having the care or control of the land or building; or
 - (iii. In the absence of proof to the contrary, the person assessed for the property;
- (24) **“pathological waste”** means any part of the human body excepting hair, nail clippings and the like, any part of a dead animal infected with a communicable disease, and non-anatomical waste infected with a communicable disease;
- (25) **“premise”** means any building or property in the Town;
- (26) **“public education documents”** includes newspaper or radio advertisements, newsletters, pamphlets, flyers or other material circulated by mail or delivery by or for the Town, CJSMA, the Nova Scotia Department of Environment or the Nova Scotia Resource Recovery Board;

- (27) **“reactive waste”** means a waste that reacts violently with water or is readily capable of detonation or explosive reaction including calcium carbide;
- (28) **“redeemable beverage container”** means a container of less than 5 litres which contains or has contained a beverage and was sealed by the manufacturer after the beverage was placed in it, other than a container for milk, mild products, soya milk or concentrates;
- (29) **“residential premises”** included single family dwellings, duplexes and apartment buildings with three dwelling units or less, but does not include a motel, hotel or inn;
- (30) **“residential solid waste”** includes compostables, recyclable materials and residual garbage generated at a residential premise;
- (31) **“residual waste”** means waste other than:
- (i. recyclable material;
 - (ii. compostables;
 - (iii. construction, demolition and renovation debris, pathological waste, reactive waste, septic waste, hospital and pharmaceutical waste, contaminated soils, friable asbestos, leaf and yard waste, sharps waste, white goods, or other material identified in this by-law as to be placed for collection only upon special collection dates;
 - (iv. notwithstanding subparagraphs (i and (ii hereof, residual waste may include compostables or recyclable materials to the extent separation of compostable and recyclable material was not reasonably possible for the waste generator because of the fusing or bonding together of materials in the state in which the waste generator received them or because of the reasonable cross-contamination of materials in the ordinary course of use by the waste generator if such contamination was unavoidable by the exercise of due diligence by the waste generator;
- (32) **“scrap metal / white goods”** includes items such as washers, dryers, dishwashers, stoves and refrigerators;
- (33) **“septic waste”** means the liquid and solid material removed from septic tanks, sewage treatment plants, and manholes, cesspools, privies and portable toilets;
- (34) **“sharps waste”** means hypodermic needles, syringes with needles attached, IV tubing with needles attached, dental scalers, scalpel blades and lancets that have been removed from the original sterile package;
- (35) **“solid waste”** includes recyclable material, compostables, and residual waste, construction, demolition and renovation debris, leaf and yard waste, contaminated soils and any other waste or discarded tangible personal property;

- (36) **“Solid Waste Manager”** means the Solid Waste Manager of the CJSMA;
- (37) **“stream”** means waste of the same kind being:
 - (i. compostables;
 - (ii. Recyclable material;
 - (iii. Residual waste;
 - (iv. Construction and demolition debris;
 - (v. contaminated soil;
 - (vi. solid waste of any type which is not acceptable at a municipal solid waste management facility; or
 - (vii. solid waste of any type which is only accepted on the occasion of special collections, or by contract, or by express approval in advance of the operator of a municipal solid waste management facility;
- (38) **“Town”** means the Town of Amherst;
- (39) **“unacceptable materials”** shall be defined as materials not accepted for disposal at the Cumberland Central Landfill, this includes but is not limited to biomedical waste and household hazardous waste;
- (40) **“yard and leaf waste”** means vegetative matter resulting from gardening, horticulture or landscaping, including materials such as tree and shrub trimmings, plant remains, grass clippings, leaves, trees and stumps, but excludes construction and demolition debris or contaminated organic matter.

Source Separation

- 3. Owners and occupants of property in the Town shall separate solid waste at the time of generation, and provide storage, placement for collection and disposal into uncontaminated separate solid waste streams as follows:
 - (1) compostables;
 - (2) **(i. container** recyclable materials;
(ii. fibre recyclable materials;
 - (3) residual waste;
 - (4) construction, demolition and renovation debris;
 - (5) contaminated soil;
 - (6) solid waste of any type which is not accepted at a municipal solid waste management facility, each such type in its own stream; and
 - (7) solid waste of any type which is only accepted on the occasion of special collections, or by contract or by express approval in advance of the operator of a municipal solid waste management facility, each such type in its own stream.

RESIDENTIAL SECTOR

Residential Solid Waste Disposal

4. Except for the placement of solid waste for collection in accordance with this by-law, no person shall deposit, cause to be deposited or permit to be deposited solid waste at any place in the Town provided, however, that:
 - (1) backyard composting carried out in such manner as not to constitute a nuisance is permissible;
 - (2) no person shall place, cause to be placed for collection any solid waste that is not separated as required by Section 3 of this by-law or which is falsely or misleadingly presented or packaged as solid waste of a particular kind, type, stream or place of origin or which is concealed within or intermingled with solid waste of another kind, type, stream or place of origin;
 - (3) no householder in the Town shall permit the accumulation of solid waste in or around the property to the extent that it is or is likely to become a nuisance, unsightly or a hazard to public health;
 - (4) subject to statutes, regulations or laws of the Province of Nova Scotia or Canada to the contrary, the unconcentrated disposal of waste trees, brush or portions thereof or other organic farm or forestry waste by decay on forest or farm land is permitted; and
 - (5) subject to statutes, regulations or laws of the Province of Nova Scotia or Canada or other by-laws of the Town to the contrary, the nuisance-free disposal of aggregate, soil, bricks, mortar, concrete, asphalt pavement, porcelain or ceramic materials as fill is permitted.

Municipal Residential Collection

5. Council may, by resolution, provide for municipal collection of solid waste by a contractor in some or all areas of the Town and, for greater certainty and without limiting Council's discretion to use different collection classifications, Council may limit collection to particular types of solid waste to properties containing not more than a specified number of residential households, and/or to commercial solid waste generators of a particular type or size or generating not more than a specified volume of solid waste, and may provide different collection services for any different class of waste generator.

Solid Waste Collection

6. Except to the extent authorized by contract with the Town or by public education documents distributed from time to time, including but not restricted to public education documents or notices published in connection with special collection days, persons placing solid waste for collection shall comply with the following:
 - (1) the frequency and schedule of collection of residual residential solid waste within the Town shall be determined by resolution of Council;

- (2) all solid waste shall be placed for collection within three meters of the curb, placed in such a manner as to interfere as little as possible with pedestrian traffic and snow removal;
- (3) residual waste shall be placed for collection in securely tied, transparent, colourless, plastic disposable water-proof bags of a dimension not smaller than 60 cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag and not more than six [6] such bags per dwelling unit shall be placed for collection on any one collection day;
- (4)
 - (i. container recyclable materials shall be placed for collection in securely tied, transparent plastic disposable water-proof bags of a dimension no smaller than 60 cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag. Not more than three [3] such bags or bundles per dwelling unit shall be placed for collection on any one collection date;
 - (ii. paper recyclable materials shall be placed for collection in securely tied, transparent plastic disposable water-proof bags of a dimension no smaller than 60 cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag. Not more than three [3] such bags or bundles per dwelling unit shall be placed for collection on any one collection date;
- (5) the collection of organic materials (compostables) shall be subject to the following conditions or such further conditions as the Town may establish by resolution:
 - (i. each residential premises shall have a compost bin as approved by the Town in which organics are to be placed for collection;
 - (ii. the compost bins are the property of the Town. The owner of the residential premises shall be responsible to ensure that such bins are kept secure on their premises and are kept in good repair;
 - (iii. storage of food scraps and spoiled or waste food or foodstuff, except as disposed of by backyard composting, shall be removed from every property by the occupant no less than once every two weeks and disposed of according to this by-law;
 - (iv. leaf and yard waste placed for collection shall, in the case of leaves, be placed in compostable/paper bags of a dimension no smaller than 60 cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag and not more than 10 such bags per residential premise shall be placed for collection on any one collection day. Brush and tree branches shall not exceed 1.5 m in length or 25 kg in weight and individual limbs shall have a diameter not exceeding 5 cm in diameter;
- (6) bulky items placed for special collection shall not exceed 50 kg in weight for any one item or 150 kg for all items for any one residential premise on any one special collection date and no individual item shall measure greater than 2.0 meters in any dimension;

- (7) except to the extent authorized by contract with the Town or by public education documents distributed from time to time, no person shall place for collection:
- (i. hazardous waste
 - (ii. hospital and pharmaceutical waste
 - (iii. pathological waste
 - (iv. asbestos
 - (v. septic waste
 - (vi. hot or dry ashes
 - (vii. dead animals
 - (viii. industrial waste, including non-residential farm, forestry or fishing waste
 - (ix. tires
 - (x. waste generated outside the Town
 - (xi. other materials or solid waste as may be identified as unacceptable for collection in public education documents distributed from time to time;
- (8) Scavenging
- (i. no person shall pick over, interfere with, disturb, remove or scatter any waste or bundled article placed out for collection, whether in a concealed container or otherwise;
 - (ii. no person shall permit or suffer any animal owned or harboured by him or under his control to pick over, interfere, disturb, eat, remove or scatter any waste placed out for roadside collection;
 - (iii. except as authorized by the Town, no person shall remove recyclable material or other solid waste placed or apparently placed for municipal collection by waste generators, owners or occupants and all recyclable materials are the property of the Town from the moment of placement for municipal collection. Nothing in this section relieves an owner or occupant from the duties set out in subsection [(12)] of section [6];
 - (iv. this section does not apply to the person who placed the waste material for collection or to the Town, its contractors or authorized Town collection contractors;
- (9) no person shall place solid waste for collection on a property other than solid waste generated on that property;

- (10) no person shall place waste from premises other than residential premises on municipal property for collection or other reason without written permission from the Town;
 - (11) waste refrigerators and freezers shall either be stored inside or enclosed, locked child-proof building or shall have their doors removed from the appliance;
 - (12) solid waste containers, compost carts, uncollected waste and any waste scattered by animals, pests or weather shall be removed by the householder from the place where such solid waste was placed for collection not later than midnight on the day of collection.
7. Only the contractor hired by the Town is permitted to regularly collect solid waste from residential premises in Amherst.

Special Collections

8. Council may, by resolution, provide for special municipal solid waste collections on an occasional basis or may provide for municipal collection from a drop-off site, of particular types of solid waste, such as discarded Christmas trees, bulky items not eligible for regular municipal collection, household hazardous waste or other specified solid waste, and may limit such special collection in particular areas of the Town, to properties containing not more than a specified number of residential households and/or to commercial solid waste generators of a particular type or size or generating not more than a specified volume of solid waste.

Solid Waste Containers

9. The owner and occupant of every property in the Town shall provide sufficient and adequate receptacles or containers for solid waste which may accumulate from time to time on the property, and, without limiting the generality of the foregoing:
- (1) food scraps and spoiled or waste food shall be stored in compost bins or in other receptacles or containers that are water-proof, impervious to domestic and wild animals and rodents and which are designed to avoid the entrapment of children;
 - (2) compost bins or other receptacles or containers used for storage of food scraps and spoiled or waste food shall not be placed or kept within 2 meters of a window or door situated on an abutting or adjacent property;
 - (3) recyclable material and residual garbage shall be stored inside buildings or in receptacles or containers that are water-proof, impervious to domestic and wild animals and rodents, and which are designed to avoid the entrapment of children.

INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL SECTOR (ICI)

Industrial, commercial, Institutional Solid Waste Disposal

10. (1) Owners and occupants of properties in the ICI Sector which generate the following waste shall, either personally or by employees, contractors or agents and in compliance with all applicable federal, provincial and municipal laws, remove and dispose of such waste:
 - (i) all solid waste generated by industrial, commercial or institutional premises, facility or operation;
 - (ii) all solid waste resulting from construction of any kind, including renovation or repair;
 - (iii) all solid waste resulting from the demolition of a building or structure.
- (2) The Town, by contract with solid waste generators in the ICI Sector, may provide collection of solid waste and may, in such contract, vary any of the limitations or restrictions applicable to general municipal collection as set out herein.
- (3) The property owner of an industrial, commercial or institutional property shall ensure that:
 - (i) adequate space is provided on the property to accommodate containers for the collection of source-separated residual waste, organic materials, container recyclable materials and fibre recyclable materials generated at the property;
 - (ii) where food is consumed on site, receptacles must be present to accommodate the collection and separation of residual waste, organic material, and recyclable materials for people disposing of such material;
 - (iii) signage clearly defined for the sorting of recyclables, organic materials and residual waste is to be located within three [3] meters of the commercial container(s);
 - (iv) where industrial, commercial or institutional properties have a chute, signage is required to be posted on every floor where access to a chute is provided to instruct tenants to the location of commercial containers for residual waste, recyclables, and organic materials.
- (4) The occupant of an industrial, commercial or institutional property shall:
 - (i) source separate all waste generated in the occupant's unit or portion of the building at the point of generation into residual waste, organic material, container recyclable material and fibre recyclable material, so as to comply with the disposal bans and to facilitate their recycling, composting or disposal in accordance with the Town's waste resource management system;

- (ii) place for collection source separated material in containers in accordance with Section 11 at the storage areas on the property as designated by the property owner;
- (iii) place all residual waste in securely tied, transparent, colourless plastic disposable water-proof bags of a dimension not smaller than 60cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag;
- (iv) where food is consumed on site, clearly label bags of solid waste generated and sorted by consumers of food with identifying labels or markers provided by the Solid Waste Manager for this purpose. This provision does not relieve the occupant of the requirement to source separate waste generated or handled by employees on site.

Commercial Containers

11. (1) Any person who makes use of a commercial container for the temporary storage of waste shall ensure that such commercial container:
- (i) is sturdily constructed of weather-proof and animal-proof material, and is capable of containing the material deposited within;
 - (ii) has displayed thereon the name and telephone number of the owner of the container and the type of material to be deposited therein;
 - (iii) has displayed thereon the following message “GARBAGE” or “WASTE” where residual waste is to be deposited in the commercial container;
 - (iv) has displayed thereon the following message “ORGANICS” where organic materials are to be deposited in the commercial container;
 - (v) has displayed thereon the following message “CONTAINER RECYCLABLES” where container recyclables are to be deposited in the commercial container;
has displayed thereon the following message “FIBRE RECYCLABLES” where fibre recyclables are to be deposited in the commercial container
 - (vi) where it is not possible to display the appropriate message as outlined in this subsection directly on the commercial container, then appropriate signage shall be posted within three [3] meters of the commercial containers with the message indicating the materials to be deposited therein, and
 - (vii) any message required by this section shall use lettering not less than 10 centimeters in height and 4 centimeters in width;
 - (viii) is equipped with a lid with a positive closing device which shall be kept closed except when the container is being loaded or unloaded;

- (ix) is cleaned regularly and periodically, as necessary to avoid the build-up of odours;
 - (x) where tenants are required to place materials in the container, the container shall be designed and situated to be reasonably accessible for this purpose.
- (2) The owner of any premises on which a commercial container is placed shall ensure that:
- (i) where possible, any such container is kept behind or beside the building which it serves;
 - (ii) if kept in front of the building due to lot size and/or property configuration, such container is located at least six (6) meters from the front property line;
 - (iii) any such container is reasonably screened so as not to be visible from any street; and
 - (iv) any such container is kept in a manner that is not unsightly and does not cause a nuisance or health-related problem.
- (3) No person shall place a commercial container on any public street within the Town without the written permission of the Town Engineer.
- (4) The owner of any premises upon which a commercial container is located shall be responsible to:
- (i) keep the area surrounding any such container free from litter and waste;
 - (ii) cause any such container to be emptied at least once in every seven [7] days or more frequently if the container becomes filled before the seven day period elapses unless the material is of a nature such that longer storage will not cause a nuisance or health related problem (e.g. dry or inert type materials, recyclable material, scrap metals, etc.);
 - (iii) to ensure that any such container is loaded uniformly and is loaded such that waste material is completely contained within the container when closed.
- (5) The owner of any industrial, commercial or institutional premises shall ensure that commercial containers on the premises:
- (i) accommodate source separated waste generated at that location;
 - (ii) are designed and constructed such that the waste (residual waste, organic materials, recyclable materials) remains in a source separated condition; and
 - (iii) are easily accessible to the occupants.

- (6) The owner of any industrial, commercial or institutional premises may make use of aerated organics containers specifically designed and approved for the storage and collection of source-separated organic materials from industrial, commercial or institutional premises provided the owner complies with the other applicable requirements of this Section 11.
- (7) Bulk commercial containers used during construction or repair work need not comply with paragraphs [11. (1)] and [11. (2)] of this by-law for temporary period of not more than six [6] months or until the completion of the construction or repair work, whichever is sooner.

GENERAL

Inspections

- 12. Where an inspection is required or conducted pursuant to this by-law:
 - (1) the Enforcement Officer may enter in or upon land or premises at a reasonable time without a warrant;
 - (2) except in an emergency, the Enforcement Officer shall not enter a room or place actually being used as a dwelling without the consent of the owner or occupier, unless the entry is made in daylight hours and written notice of the time of the entry is given to the owner or occupier at least twenty-four hours in advance; and
 - (3) where a person refuses to allow the inspector to exercise, or attempts to interfere or interferes with the Enforcement Officer in the exercise of a power granted pursuant to this by-law, the Enforcement Officer may apply to a judge of the Supreme Court of Nova Scotia for an order,
 - (i) to allow the Enforcement Officer entry to the building, and
 - (ii) restraining a person from further interference;
 - (iii) to recover all costs associated with any such order.

Solid Waste Collectors

- 13. No person shall engage in the business of collection or transporting solid waste generated within the Town of Amherst, nor shall they deposit solid waste at the Cumberland Central Landfill unless the person holds a current collector License from the Town of Amherst for that purpose, obtained or renewed before March 31 in each calendar year.
- 14. The application for a Collector's License shall be made in writing, in duplicate, on such form as may be specified by the solid Waste Manager from time to time, and signed by the person applying therefore. Every application for a Collector License, including each annual renewal, shall contain the following information:

- (1) the name, address and phone number of the applicant;
 - (2) the provincial motor vehicle registration number and description by make, model and year of any vehicles to be used by the applicant in connection with the collection or transportation of solid waste in the Town of Amherst;
 - (3) a description of the types of solid waste for which a Collector License is sought;
 - (4) an annual license fee as determined from time to time by Council.
15. Licensed collectors shall use collection and transportation equipment which:
- (1) is insured for third party liability in such amount as may be required from time to time by the Solid Waste Manager or as listed in tender documents;
 - (2) is registered under the Motor Vehicle Act and which complies with all provisions of that Act or of any other applicable statute or regulation in effect from time to time;
 - (3) is driven by an operator with valid operator's permits of the requisite class for that type of vehicle;
 - (4) is designed and utilized in a manner which prevents any solid waste or liquid waste from falling out, being spilled, blown or scattered from the vehicle during collection or transportation and, in particular:
 - (i) must be equipped with a tailgate or other restraining device which shall be closed while the vehicle is in motion;
 - (ii) must be equipped with a cover, tarpaulin or other adequate protective device to prevent littering during collection or transportation of solid waste;
 - (5) if used in the collection of more than one type of solid waste, be designed, constructed and used in such a manner as to prevent cross-contamination between different solid waste streams;
 - (6) displays the name of the Licensed Collector in characters not less than 2.5 cm in height.
16. Licensed collectors shall:
- (1) refuse collection of solid waste which is not separated or otherwise placed for collection in accordance with the requirements of this by-law;
 - (2) haul in separate loads of solid waste collected in different municipal units, except as may be expressly authorized by the Solid Waste Manager;
 - (3) comply with the provisions of this by-law, including but not restricted to those concerning the placement or deposit of solid waste at municipal solid waste management facilities;

- (4) attend courses or training seminars, as stipulated from time to time by the Solid Waste Manager regarding the collection and transportation of solid waste, the use of solid waste management facilities and the public education of solid waste generators;
 - (5) comply with any directives or restriction on collection or transportation routes, or the timing, procedures or methods to be utilized in connection with the collection or disposal of solid waste at a municipal solid waste management facility as may be specified by the solid Waste Manager from time to time.
17. The Solid Waste Manager may refuse to issue or renew or may revoke or suspend a Collector's license for breach of the by-law or of the terms or conditions of a License. The Solid Waste Manager may suspend a Collector's License on reasonable and probable grounds without hearing or notice in the event of a willful breach of the by-law or a loss or apparent loss of vehicle/driver licensing, registration of insurance, in which event an interim suspension shall remain in effect for a period of up to 30 days pending a hearing. In all other instances, a refusal to issue or renew or a revocation or suspension of the license shall only be made by Council after convening a hearing.

Prohibitions

18. No person shall export or remove solid waste material generated within the Town of Amherst outside the boundaries of Cumberland County and all such solid waste shall be disposed of within the boundaries of Cumberland County in accordance with this By-Law, except when and as authorized by a Resolution of Council.
19. For the purpose of Section 18, solid waste means solid waste materials, including but not limited to, residual waste, industrial, commercial and institutional waste, construction and demolition waste, mixed waste, and organic materials, but does not include recyclable materials from industrial, commercial and institutional sector premises, pathogenic or biomedical waste, or hazardous waste, materials.

Enforcement and Penalty

2048. Proof that solid waste that was deposited or placed somewhere in contravention of this by-law originating from a particular person shall be evidence that the person so deposited or placed it, or caused or permitted it to be so deposited or placed, in the absence of evidence to the contrary.
2149. Any person who contravenes any provision of this by-law is punishable on summary conviction by a fine of not less than \$200 and not more than \$5,000 and to imprisonment of not more than 60 days in default of payment thereof.
220. Each day that a person commits an offence under this by-law constitutes a separate offence.

Solid Waste Disposal

231. It is the policy of the CJSMA that all materials brought for disposal to the Cumberland Central Landfill are source separated at the time of generation as per Section 3 of this by-law.
242. No person shall place, cause to be placed or permit to be placed at, in, or adjacent to a municipal solid waste management facility any solid waste when the facility is not open or when the operator or municipal staff of the municipal solid waste management facility refuses to accept a load or loads of items of solid waste.

Scavenging

253. No person shall remove material from the Cumberland Central Landfill without permission from Cumberland Joint Services Management Authority.

Inspection and Enforcement at Cumberland Central Landfill

264. Loads entering the Cumberland Central Landfill site will be inspected. Waste haulers and generators are advised that CJSMA reserves the right to reject non-compliant loads or portions of loads and to recover additional waste management cost incurred due to the improper disposal of non-compliant materials by haulers and/or generators.

In the event materials are not in compliance with regulations for disposal at the site not identified by the site owners and operators until dumping of the materials has commenced or has been concluded, the collector and the originator of such materials shall be responsible to immediately remove the non-compliant materials from the site.

Any waste hauler/generator disposing of solid waste at the Cumberland Central Landfill must provide a manifest upon request.

Repeal

27. The Town of Amherst Solid Waste By-law, D-20, approved by Council on April 22, 2002 with amendments dated February 24, 2003, April 30, 2007, ~~and~~ March 9, 2018 and August 24, 2021 is hereby repealed.

SYNOPSIS

Resolution to Permit Export of Materials by GFL Environmental Inc.

The partner municipalities of the CJSMA have agreed to sell the assets of the Cumberland Central Landfill and the agreement specifically allows the purchaser to export solid waste. This is required as part of the purchaser's business plan.

The purchaser has requested additional by-law amendments to ensure (i) continuity of flow-control of Solid Waste to the facility in Little Forks and (ii) to expressly provide export rights for the purchaser after the sale of the facility. With those amendments now considered, a resolution will be required to permit GFL to export waste.

MOTION:

That Council authorize the exportation or removal of solid waste material generated within the Town of Amherst outside the boundaries of Cumberland County by GFL Environmental Inc. effective February 1, 2022 pursuant to articles 18 and 19 of the Solid Waste Bylaw.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Jason MacDonald, Chief Administrative Officer

DATE: January 24, 2022

SUBJECT: Resolution to permit export of materials by GFL Environmental Inc

ORIGIN: Ongoing activities to adhere to the requirements for closing the agreements to give effect to the sale of the assets of the Cumberland Central Landfill and Septage Facility require further an amendment to the Waste Resource Benefits Agreement.

LEGISLATIVE AUTHORITY: MGA sections 47(1) states “The council shall make decisions in the exercise of its powers and duties by resolution, by policy or by by-law”.

RECOMMENDATION: That Council authorize the exportation or removal of solid waste material generated within the Town of Amherst outside the boundaries of Cumberland County by GFL Environmental Inc. effective February 1, 2022 pursuant to articles 18 and 19 of the Solid Waste Bylaw.

BACKGROUND: The partner municipalities of the CJSMA have agreed to sell the assets of the Cumberland Central Landfill and the agreement specifically allows the purchaser to export solid waste. This is required as part of the purchaser’s business plan.

DISCUSSION: The purchaser has requested additional by-law amendments to ensure (i) continuity of flow-control of Solid Waste to the facility in Little Forks and (ii) to expressly provide export rights for the purchaser after the sale of the facility. With those amendments now considered a resolution will be required to permit GFL to export waste – the resolution is included in the recommendation above.

FINANCIAL IMPLICATIONS: The changes are necessary to complete the agreement to sell the assets of the Cumberland Central Landfill.

ENVIRONMENTAL IMPLICATIONS: The sale of the landfill assets ensures ongoing compliance with the regulatory requirement of landfill operation set out by Nova Scotia Environment.

SOCIAL JUSTICE IMPLICATIONS: There are none



COMMUNITY ENGAGEMENT: via our Council Media Release and the information will also be contained on our website.

ALTERNATIVES: Although the alternative exists to decline to approve the resolution, it would put the Municipality and its partners in the position of failing to honor the terms of the agreement with the purchaser.

ATTACHMENTS:

Report prepared by:
Report and Financial approved by:

SYNOPSIS

Amendments to Waste Resource Benefits Agreements

The partner municipalities of the CJSMA have agreed to sell the assets of the Cumberland Central Landfill and the agreement specifically allows the purchaser to export solid waste. This is required as part of the purchaser's business plan.

Recognizing that the current purchase and sale transaction is based on historical waste volumes resulting from existing flow control measures, the Waste/Resource Benefits Agreement is also proposed to be amended to include a price adjustment provision that would apply in the event the Town deems it necessary at some future time to exempt certain waste streams from the flow control regime.

MOTION:

That Council approve the attached resolution authorizing the amendment of the Waste Resource Benefits Agreement.

Resolution to authorize amendments to the Waste Resource Benefits Agreement

That Council authorize the following amendments to the Waste/Resource Benefits Agreement among the Municipality of the County of Cumberland, the Town of Amherst and the Town of Oxford and GFL Environmental Inc.:

The addition of Section 4.02: The Town acknowledges and agrees that if permission is given to any person under its by-laws, other than GFL, to export Designated Town Waste that would otherwise be required to be deposited at the Facility, the Town will provide reasonable notice to GFL of such permission being granted. If the volume of Designated Town Waste delivered to the Facility is reduced as a result of the aforementioned permission, the Parties agree to negotiate an adjustment to the Tip Fees provided in Section 3.04 for the specific type of Designated Town Waste affected and by an amount proportionate to the reduction of that specific type of Designated Waste directly attributable to the permission granted by the Town. If the parties cannot agree to an adjustment to the Tip Fees, the matter shall be determined pursuant to the dispute resolution process outlined in section 12 below.

The amendment of Section 3.04(b) to change the CPI Adjustment date from January 1, 2022 to July 1, 2022.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Jason MacDonald, Chief Administrative Officer

DATE: January 24, 2022

SUBJECT: Amendments to Waste Resource Benefits Agreements

ORIGIN: Ongoing activities to adhere to the requirements for closing the agreements to give effect to the sale of the assets of the Cumberland Central Landfill and Septage Facility require further an amendment to the Waste Resource Benefits Agreement

LEGISLATIVE AUTHORITY: MGA sections 47(1) states “The council shall make decisions in the exercise of its powers and duties by resolution, by policy or by by-law”.

RECOMMENDATION: That Council approve the attached resolution authorizing the amendment of the Waste Resource Benefits Agreement.

BACKGROUND: The partner municipalities of the CJSMA have agreed to sell the assets of the Cumberland Central Landfill and the agreement specifically allows the purchaser to export solid waste. This is required as part of the purchaser’s business plan.

DISCUSSION: Recognizing that the current purchase and sale transaction is based on historical waste volumes resulting from existing flow control measures, the Waste/Resource Benefits Agreement is also proposed to be amended to include a price adjustment provision that would apply in the event the Town deems it necessary at some future time to exempt certain waste streams from the flow control regime.

Also, to account for the new February 1, 2022 closing date, the CPI adjustment at Section 3.04(b) is being changed from January 1, 2022 to July 1, 2022.

FINANCIAL IMPLICATIONS: The changes are necessary to complete the agreement to sell the assets of the Cumberland Central Landfill.

ENVIRONMENTAL IMPLICATIONS: The sale of the landfill assets ensures ongoing compliance with the regulatory requirement of landfill operation set out by Nova Scotia Environment.

SOCIAL JUSTICE IMPLICATIONS: There are none

COMMUNITY ENGAGEMENT: via our Council Media Release and the information will also be contained on our website.

ALTERNATIVES: Although the alternative exists to decline to approve the resolution, it would put the Municipality and its partners in the position of failing to honor the terms of the agreement with the purchaser.

ATTACHMENTS: Proposed Resolution

Report prepared by:

Report and Financial approved by:

SYNOPSIS

February, April and May Meeting Dates

The Town's Proceedings of Council Policy sets the third and fourth Mondays of the month for the Committee of the Whole and Council meetings, respectively. The Policy also permits the rescheduling of such meetings by resolution of Council.

This year, Heritage Day falls on Monday, February 21, Easter Monday is April 18 and Victoria Day falls on May 23. Typically, Council will choose to just reschedule by 1 day, for minimal disruption.

MOTION:

That Council approve of changing the following meeting dates: February 2022 Committee of the Whole meeting date from Monday, February 21, 2022 to Tuesday, February 22, 2022 due to the Heritage Day holiday, and change the regular April 2022 Committee of the Whole meeting date from Monday, April 18, 2022 to Tuesday, April 19, 2022 due to the Easter Monday holiday, and change the May 23, 2022 Council meeting to Tuesday, May 24, 2022 due to the Victoria Day holiday.



AMHERST TOWN COUNCIL

RFD# 2022002

Date: January 24, 2022

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Kimberlee Jones, Municipal Clerk

DATE: January 24, 2022

SUBJECT: February, April and May Meeting Dates

ORIGIN: 2022 Calendar and meeting dates

LEGISLATIVE AUTHORITY: Proceedings of Council Policy 10350-24 Section 5 states “Regular meetings of Council or Committee of the Whole may be rescheduled, relocated or cancelled: (b) by Resolution of Committee of the Whole at a meeting three or more days in advance of the additional or special meeting”

RECOMMENDATION: That Council approve of changing the following meeting dates: February 2022 Committee of the Whole meeting date from Monday, February 21, 2022 to Tuesday, February 22, 2022 due to the Heritage Day holiday, and change the regular April 2022 Committee of the Whole meeting date from Monday, April 18, 2022 to Tuesday, April 19, 2022 due to the Easter Monday holiday, and change the May 23, 2022 Council meeting to Tuesday, May 24, 2022 due to the Victoria Day holiday.

BACKGROUND: The Town’s Proceedings of Council Policy sets the third and fourth Mondays of the month for the Committee of the Whole and Council meetings, respectively. The Policy also permits the rescheduling of such meetings by resolution of Council.

DISCUSSION: This year, Heritage Day falls on Monday, February 21, Easter Monday is April 18 and Victoria Day falls on May 23. Typically, Council will choose to just reschedule by 1 day, for minimal disruption. That is the recommended option, however Council may reschedule any of these meeting to other dates at their discretion.

FINANCIAL IMPLICATIONS: There are no financial implications to changing the meeting dates.

COMMUNITY ENGAGEMENT: The public and media will be notified of any changes by media release.

ENVIRONMENTAL IMPLICATIONS: No environmental implications.





AMHERST TOWN COUNCIL

RFD# 2022002

Date: January 24, 2022

SOCIAL JUSTICE IMPLICATIONS: No social justice implications.

ALTERNATIVES: Council may choose any other dates, or choose to allow the existing schedules meetings to remain.

Report prepared by:

Report and Financial approved by:



Internal Committee Report

Planning Advisory Committee

January 2022

The Planning Advisory Committee has a meeting scheduled for Monday, February 7th at 4:00pm via Zoom. Draft agenda items include elections for committee chair and vice-chair, consideration of a development agreement application to permit the construction of an apartment building complex on the property south of E.B. Chandler School, and introduction and launch of the Municipal Planning Strategy (MPS) renewal project.

Internal Committee Report

Amherst Youth Town Council

January 2022

The Amherst Youth Town Council met on December 7th in the ARHS library.

The AYTC discussed our ongoing project of making a “business passport” to help local businesses. We discussed whether it would be better to print on cards or to have booklets. We decided to reach out to printing companies to get a sense of the price before finalizing our decision.

We also discussed helping the after the school bell program. A program that helps to provide school kids with food when they go home on the weekends, when there is none provided at home. We discussed doing a fundraiser with them or fundraising during our winter carnival event. The council decided that all we would do for now was to promote them on our social media.

In regards to our winter carnival event, we are discussing hosting an event at the outdoor skating rink across from Lawtons.

The AYTC has not yet set our next meeting date, but we hope to meet before the end of January.

External Committee Report

Cumberland Public Libraries

January 2022

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.

Covid Update

Cumberland Public Libraries is still open to the public. In person programs have been suspended until further notice. Virtual programs are available to all patrons on the libraries' Facebook page. Borrow by Mail is still being offered to any Cumberland County resident who cannot come into a library.

Statistics

In the month of November, Cumberland Public Libraries signed out over 6279 items, 2738 items in Amherst alone. This includes books, movies, TV shows, magazines and more.

Also during November, the Four Fathers Library offered 8 virtual programs with 200 views and distributed 40 Take and Make crafts. We had 5 in-person programs with 50 people in attendance. The Four Fathers Library had 2111 in person visits.

Next Board meeting is February 15, 2022.

External Committee Report

YMCA of Cumberland

January 2022

Current membership is at 985.

Coldest Night of the Year will be held February 26th. In person or virtual will depend on restrictions at that time. 10 teams have registered so far.

Active Network operating system launches January 24th.

Fitness Challenge has both in person and virtual options being developed.

Funding for a Kids Get Cooking Program launching in February.

Billie MacGlashen started January 5 as our new Housing Support Worker. We have seen a sharp increase in support requests for housing and homelessness prevention support since November.

Santa for Seniors saw over 400 gifts delivered this year!

Covid Business Sector Support Fund has been applied for.

The gym floor was screened and recoated over the holidays and the bottom half of the gym received a fresh coat of paint

The new childcare expansion Expression of Intent has been approved and we are working on site selection for full day childcare programs in 3 communities in Cumberland County and one in Colchester.

External Committee Report

Cumberland Joint Services Management Authority

January 2022

Solid Waste Hotline

During the first two weeks of January the hotline received over 185 calls. The majority of the calls were related to collection and the weather.

Social Media

Recent social media messages were developed and implemented:

What Goes Where- Holiday Edition

What Goes Where- Sharps Disposal

ReCollect App

Below is a list of the top 10 items searched in the Waste Wizard

2895	Styrofoam
2555	Plastic bag
2203	Corrugated cardboard
2069	Metal paint can (empty)
1336	Plastic wrap
1257	Aerosol can (empty)
1226	Paper egg carton
1161	Plastic take-out container
1047	Metal food can
1038	Paper milk cartons

Education & Enforcement Programs

We are on track to complete the requirements for these funding programs. The program consists of a certain number of hours for targeted solid was education in sectors such as multi-unit residential, commercia, schools ,etc.

External Committee Report

Northern Region Solid Waste Resource Committee

January 2022

A Northern Region Solid Waste Resource Committee was held on Friday, December 17th at 9:30a.m. via Zoom.

The Honourable Tim Halman, Environment Minister attended the Regional Chairs meeting where he announced that on January 10th, there will be a 90-day targeted consultation on Extended Producer Responsibility (EPR). Environment staff will be reaching out to the municipalities in the near future.

In the Environmental Goals and Climate Change Reduction Act it mentions reducing solid waste disposal rates to no more than 300kgs/person by 2030 and that a plan with specific actions needs to be developed by 2023 to meet this goal. The Regional Chairs made a motion to allow the Priorities Committee to review the goal and the priorities around it.

Divert NS completed the audit portion of their Litter Study. They are now looking at the behavior piece (why do people litter). They are hoping to develop a campaign to help stop that behavior by spring.

Enviro Depot- Caps messaging- residents are no longer required to remove caps from bottles. Some facilities have concerns about leaving caps on so for this reason municipalities will not be promoting this.

The Northern Region Committee is in the process of reviewing the Northern Region Agreement.

External Committee Report

L.A. Animal Shelter

January 2022

18 cats were adopted last month. We currently have 43 cats and kittens.

6 dogs are in care and 2 being fostered.

AGM will be held on March 24, call for nominations for new board members will be made soon.

The Betty White challenge was a great success, raising approximately \$8,000.

A quote for repairs for the Dixon building was presented. A committee was struck to look at other options.

Preliminary financial statements for YE December 31 were presented. Adoption revenue was up, overall donations were down. Veterinary expenses were higher. Net profit is lower, but overall the year should finish in a positive position.