



Town of Amherst
Regular Council Meeting
Agenda

Date: **Monday, June 27, 2022**
Time: **6:00 pm**
Location: **Council Chambers, Town Hall**

	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. PRESENTATIONS	
3.1. Long Service Awards	
4. APPROVAL OF AGENDA/MINUTES	
4.1. Approval of the Agenda	
4.2. Approval of Minutes	
4.2.1. May 24, 2022 Regular Meeting	3 - 12
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5.7.	Community Navigator Agreements - Landry	95 - 110
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6.	INTERNAL COMMITTEE REPORTS	
6.1.	Planning Advisory Committee - Christie	117 - 117
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6.3.	Audit Committee - No Report	
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7.7.	Poverty Reduction - Landry	125 - 125
7.8.	Municipal Alcohol Project - No Report	
8.	ADJOURNMENT	

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: May 24, 2022
Time: 6:00 pm
Location: Council Chambers, Town Hall

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
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

1. CALL TO ORDER

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

2. TERRITORIAL ACKNOWLEDGMENT

Mayor Kogon gave the Territorial Acknowledgement.

3. APPROVAL OF AGENDA/MINUTES

3.1 Approval of the Agenda

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

Motion Carried

3.2 Approval of Minutes

3.2.1 May 3, 2022 Special Council

Moved By Councillor Baker
Seconded By Councillor Landry
To approve the minutes of the May 3, 2022 special meeting of
Council as circulated.

Motion Carried

3.2.2 April 25, 2022 Regular Council

Moved By Deputy Mayor Christie
Seconded By Councillor Emery
To approve the minutes of the April 25, 2022 regular meeting of
Council.

Motion Carried

4. REQUESTS FOR DECISION

4.1 27 West Pleasant Street Development Agreement First Reading

Moved By Deputy Mayor Christie
Seconded By Councillor Emery
That Council give First Reading of the development agreement for 27 West
Pleasant Street to allow a Group Home, and schedule a public hearing for
June 13, 2022.

Motion Carried

Case No: DA-2022-0X

This Agreement made this _____ Day of _____ 2022.

Between:

MACDONALD PEOPLE RESOURCES LIMITED (owner of property located at 27 West Pleasant Street [PID 25027129 & 25027152], hereinafter called the "Owner"),

of the one part, and

THE TOWN OF AMHERST (a body corporate in the Province of Nova Scotia, hereinafter called the "Town"),

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy CP - 13 of the Municipal Planning Strategy of the Town of Amherst, to operate a group home within the single-detached dwelling on property located at 27 West Pleasant Street (PID 25027129 & 25027152).

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

AND WHEREAS the Council of the Town, at its meeting on the _____th Day of _____ 2022, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

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

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' – Property Identification

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

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the diagram shown on Schedule B attached.
- 2) That the Owner may operate group home licensed by the Province of Nova Scotia within an existing single-detached dwelling on the Lands.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.
- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

SIGNED, SEALED AND DELIVERED

In the presence of

THE TOWN OF AMHERST

David Kogon MD
Mayor

Jason MacDonald, MCIP, LPP
Chief Administrative Officer

FOR THE OWNER

Kyla Morris

Terms and Conditions:

1.0 USE OF LAND AND BUILDINGS

- 1.1 The use of the Lands shall be limited to a group home operation or child and youth care program for four (4) children under the care of the Nova Scotia Department of Community Services within an existing single-detached dwelling in the location shown on Schedule 'B'.
- 1.2 A minimum of one (1) parking space shall be provided for each employee on the Lands and shall be generally located on the existing asphalt driveway as shown on Schedule 'B'.
- 1.4 Accessory buildings may be permitted on the Lands in accordance with the *Town of Amherst Land Use Bylaw*.
- 1.5 All areas of the Lands not covered by buildings or driveways generally as shown on Schedule 'B' shall be landscaped.

2.0 GENERAL REQUIREMENTS

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

**4.2 Number of Councillors Review
Moved By Councillor Fawthrop
Seconded By Councillor Baker
 That the intention to maintain status quo with six Councillors elected at large be approved, and this decision be forwarded to the Nova Scotia Utility and Review Board.**

Motion Carried

**4.3 Bylaw to Amend the Bylaw Respecting the Amherst Board of Police Commissioners
Moved By Councillor Davidson
Seconded By Deputy Mayor Christie
 That Council approve first reading of the proposed amendment to the Bylaw Respecting the Board of Police Commissioners for the Town of Amherst, and schedule second reading.**

Motion Carried

Town of Amherst

A BYLAW RESPECTING THE BOARD OF POLICE COMMISSIONERS FOR THE TOWN OF AMHERST

BE IT ENACTED by the Council of the Town of Amherst, under the authority of the Police Act, Chapter 31, ACTS OF NOVA SCOTIA 2004.

Short Title

- 1 This By-Law shall be known as the "Amherst Board of Police Commissioners By-Law".

Definitions

- 2 In this By-Law
 - (a) "Board" means the Board of Police Commissioners for the Town of Amherst
 - (b) "Council" means the Council for the Town of Amherst.
 - (c) "Chief of Police" means the Chief of Police of the Amherst Police Department.
 - (d) "Amherst Police Department" means the Chief and members of the municipal police force of the Town of Amherst.
 - (e) "Minister" means the Minister of Justice for the Province of Nova Scotia

Board Established

- 3 The Council establishes the Board of Police Commissioners for the Town of Amherst, with membership as follows:

One Year Term	Two community volunteers
Two Year Term	One member of Council
	One Community Volunteer
Three Year Term	Two members of Council
Other	One Ministerial appointment

Membership

4 The Town of Amherst is an inclusive and equitable organization. We value inclusivity and diversity in all areas of the workplace, including the Amherst Board of Police Commissioners. We encourage membership from members of groups who are typically underrepresented and with historical and/or current barriers to equity.

- (a) The member of the Board appointed by the Minister shall be appointed pursuant to subsection 44(4)(c) of the Police Act.
- (b) The members of the Board appointed by Council shall be appointed pursuant to subsections 44(4)(a) and (b) of the Police Act.
- (c) Dismissal of members of the Board shall be carried out in accordance with subsection 44(7)(a) with regard to a member appointed by the Minister and subsection 44(7)(b) with regard to members appointed by Council.
- (d) An absence from two consecutive meetings without just cause as determined by the chair and Board members shall be cause for the replacement of a member appointed by Council.
- (e) Where a vacancy occurs on the Board or where a member is unable to carry out his/her duties as a member of the Board by reason of illness or absence, Council shall appoint a replacement as soon as is practicably possible.
- (f) The members of the Board appointed from Council shall serve without remuneration.
- (g) The Board shall, at its first meeting each calendar year or as soon as practicable thereafter, choose its chairperson and vice-chairperson.
- (h) The chairperson shall preside at all meetings of the Board and in his/her absence the vice-chairperson shall preside.
- (i) Should the chair become vacant due to resignation or replacement, an election for the Chair shall be held within 60 days of such vacancy occurring.

Procedure

- 5
- (a) The Board shall conduct its business according to the bylaws, regulations and policies established by Amherst Town Council, the Amherst Board of Police Commissioners, the Police Act and, where applicable the Municipal Government Act.
 - (b) The Board shall hold a meeting at least every three months. The Board may meet in camera at any time on 24 hours notice by the Chairperson or any two members or at any time with unanimous consent of all members concerning all matters relating to discipline, personal conduct, contract negotiations and security of the police operations.
 - (c) A majority of the members of the Board shall constitute a quorum.
 - (d) The Chief Administrative Officer of the Town or his appointee, shall be the Secretary to the Board and shall have charge of all minutes, records and accounting procedures to be followed and maintained by the Board.

Chief Officer

- 6
- (a) The Chief of Police shall be appointed by the council, and following a year's period of probation, may not be suspended, dismissed or otherwise disciplined except with cause, and in such event, he shall have the right to appeal, within fifteen days of such disciplinary action, to the Chairman of the Nova Scotia Police Commission. The Commission shall conduct a hearing therein and may confirm, overrule, or modify such action and its decision therein, shall be final.
 - (b) The Chief of Police shall advise the Board with respect to the provision of efficient and effective municipal police service delivery. S/he may, in consultation with the Board, undertake in a timely manner research, strategic planning, policy development and implementation, and the reporting of results in response to inquiries by the Board pertaining to its community governance responsibilities as defined in the Police Act.

- (c) The Chief of Police and/or the Deputy Chief of Police shall whenever requested by the Chairman and where practicable attend meetings of the Board, whether public or in-camera.
- (d) The Chief of Police or his Deputy shall be in charge of the management, direction and control of the day to day operation of the police force, including the enforcement of law and the maintenance of discipline within the force. Should such discipline, in the opinion of the Chief Officer, require that an employee be dismissed, such dismissal shall be by the Board on the recommendation of the Chief Officer.

Board Powers

- 7 (a) The Board shall conduct its responsibilities in accordance with the requirements established by the Police Act,
- (b) The Board shall, each year, submit to the council for its consideration and approval its estimates of all monies required for the year to pay the remuneration of the members of the police force and staff and to pay for the accommodation, arms and equipment and other things for the use and maintenance of the force.
- (c) All collective agreements or other agreements with members of the police force or its bargaining agent shall be contracted in the name of the Town of Amherst, and the Town of Amherst shall be the employer of all members of the police force.
- (d) The Board shall submit all requests for all capital equipment proposed to be purchased to the council, together with the recommendation of the Board for the purchase consideration in accordance with the purchasing policy of the Town of Amherst.
- (e) The Board shall have the jurisdiction without interference by the Council over all matters relating to the enforcement of all criminal law, federal statutes, provincial statutes, and Town by-laws and ordinances.
- (g) The Board shall further have jurisdiction over all matters relating to the enforcement of provincial statutes having local effect and Town by-laws and ordinances, but Council shall have the right to request the enforcement of such statutes or by-laws as may be required for the proper administration thereof within the Town.
- (h) The Chief of Police or his designate shall give all necessary orders, directions and instructions to the police force and no Board member, other than the Chair or his or her designate except when communicating a decision of the Board, shall issue any order, direction or instruction to any member of the police force relative to his duties as a member of the force.

General

- 8 The Chief Administrative Officer and the Chief of Police shall be members of any committee appointed for the purpose of negotiating a collective agreement with any union representing members of the Town police force.

**4.4 Lord Amherst Drive Renaming
 Moved By Councillor Landry
 Seconded By Councillor Davidson
 That Council approve of the name Ancestral Drive as a replacement for Lord Amherst Drive.**

Moved By Councillor Baker to table the motion. No Secunder.

**Motion Failed
 Original Motion Carried 6-1
 Councillor Baker Nay vote**

**4.5 Northern Region Solid Waste Agreement
 Moved By Councillor Emery
 Seconded By Deputy Mayor Christie**

That Council approve of the attached Northern Region Intermunicipal Solid Waste Agreement as presented, and further authorize the Mayor and CAO to sign on behalf of the Town.

Motion Carried

THIS INTER-MUNICIPAL AGREEMENT dated the day of February 14th, 2022,

BETWEEN:

THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND , a Municipal Corporation;	OF THE FIRST PART
- and -	
THE MUNICIPALITY OF COLCHESTER , a Municipal Corporation;	OF THE SECOND PART
- and -	
THE MUNICIPALITY OF EAST HANTS , a Municipal Corporation;	OF THE THIRD PART
- and -	
THE TOWN OF AMHERST ;	OF THE FOURTH PART
- and -	
THE TOWN OF OXFORD ;	OF THE FIFTH PART
- and -	
THE TOWN OF TRURO ;	OF THE SIXTH PART
- and -	
THE TOWN OF STEWIACKE	OF THE SEVENTH PART

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

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

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

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

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

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

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

1. Effective Date:

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

2. Representation

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

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

3. Meetings

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

) Per:.....
) Eleanor Roulston, Warden

) **THE TOWN OF AMHERST**

) Per:.....
) Jason MacDonald, CAO

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

) **THE TOWN OF OXFORD**

) Per:.....
) Linda Cloney, Clerk

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

) **THE TOWN OF TRURO**

) Per:.....
) Mike Dolter, CAO

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

) **THE TOWN OF STEWIACKE**

) Per:.....
) Dale Bogle, CAO

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

4.6 Community Centre Steering Committee

Moved By Councillor Baker

Seconded By Councillor Fawthrop

That Council approve the terms of reference for the establishment of a Community Centre Steering Committee and further appoint Councillor Davidson as a councillor representative, and Councillor Landry as an alternate councillor representative.

Motion Carried

**Community Centre Feasibility Study
Terms of Reference**

Name

This Committee shall be known as the Community Centre Feasibility Study Committee hereinafter called the Committee.

Purpose

The Committee will guide the work of the consultant in the development of the Community Centre Feasibility Study.

The Committee will ensure adherence to the attached scope of work that was in the RFP and the attached work plan provided by the Consultant.

The Committee will ensure that member Councils are kept up to date on the progress of the study.

Membership

The Committee will be comprised of the following:

- Town of Amherst Mayor
- Town of Amherst Councillor
- Town of Amherst CAO
- Town of Amherst Director of Planning and Strategic Initiatives
- Town of Amherst Facilities Coordinator

- Municipality of the County of Cumberland Elected Official
- Municipality of the County of Cumberland Appointed Staff

Other staff may be called upon to attend meetings when their expertise is required.

Guiding Principles

The Committee will adhere to the guiding principles that speak to how this project will proceed and our approach. Council, staff and others involved in this project are expected to base their actions on these principles:

- Treat all groups and individuals with the same **respect** we expect for ourselves.
- Promote **inclusivity** through engagement and equal access to services.
- Leverage the community's strengths through effective **collaboration**.
- Act with **integrity** by exhibiting honesty, transparency and consistency.
- Be **accountable** to our citizens for our decisions and actions.
- Provide services in a socially, environmentally and economically **sustainable** way.
- Seek the best empirical information available to reach **evidence-based decisions**.

Functionality

The Committee will make decisions by consensus where possible.

The Town of Amherst will administer the Committee including:

Hosting of meetings
Setting of Agenda
Recording of decisions
Distribution of information
Advertising of public events

Each municipality will report back to their respective Councils on the operation of the Committee.

Members of the Committee will promote the study in a positive and supportive manner.

Efforts will be made to schedule meetings at mutually beneficial times. If members cannot attend an alternate can attend in their place.

The Town of Amherst Director of Planning and Strategic Initiatives will be the Municipal Project Lead and primary contact with the Consultant. The Consultant will not take direction from other members of the Committee.

4.7 Asphalt Patching

Moved By Deputy Mayor Christie

Seconded By Councillor Landry

That Council award the Asphalt Patching Tender (RFT-22-06) to the lowest compliant bidder, Costin Paving and Contracting, at their unit prices in the amount of \$292,100 plus non-refundable taxes.

Motion Carried

5. INFORMATION / DISCUSSION ITEMS

5.1 NSFM Conference Update - Emery

Information item; no direction given or action required.

5.2 Youth Center Quarterly Report - Landry

Information item; no direction given or action required.

6. INTERNAL COMMITTEE REPORTS

6.1 Planning Advisory Committee - Christie

Information item; no direction given or action required.

6.2 Amherst Board of Police Commissioners - Davidson

Information item; no direction given or action required.

6.3 Audit Committee

No report.

6.4 Amherst Youth Town Council

No report.

6.5 Accessibility Advisory Committee - Landry

Information item; no direction given or action required.

6.6 Inclusion Diversity and Equity Committee

No report.

7. EXTERNAL COMMITTEE REPORTS

7.1 Cumberland Public Libraries - Fawthrop

Information item; no direction given or action required.

7.2 Cumberland YMCA - Fawthrop

Information item; no direction given or action required.

- 7.3 **Solid Waste Management - Baker**
Information item; no direction given or action required.
- 7.4 **L. A. Animal Shelter - Fawthrop**
Information item; no direction given or action required.
- 7.5 **Senior Safety - Emery**
Information item; no direction given or action required.
- 7.6 **Inter Municipal Tourism**
No report.
- 7.7 **Poverty Reduction**
No report.
- 7.8 **Municipal Alcohol Project - Emery**
Information item; no direction given or action required.

8. ADJOURNMENT

**Moved By Councillor Fawthrop
Seconded By Councillor Landry
To adjourn the meeting.**

Motion Carried

Kimberlee Jones
Municipal Clerk

David Kogon, MD
Mayor

**Amherst Town Council
Special Meeting
Minutes**

Date: June 8, 2022
Time: 4:00 pm
Location: Council Chambers, Town Hall

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
Dwayne Pike, Police Chief
Greg Jones, Director of Fire Services
Aaron Bourgeois, Director of Operations
Andrew Fisher, Director of Planning & Strategic Initiatives
Kimberlee Jones, Director of Corporate Communications and
Community Well Being / Municipal Clerk
Sarah Wilson, Acting Treasurer
Natalie LeBlanc, Deputy Clerk

1. CALL TO ORDER

Mayor Kogon called the meeting to order at 4:00 p.m.

1.1 May 17, 2022 Capital Budget Minutes

Moved By Councillor Fawthrop

Seconded By Deputy Mayor Christie

To approve the minutes of the May 17, 2022 capital budget meeting as amended.

Motion Carried

1.2 May 30, 2022 General Operating Budget Minutes

Moved By Councillor Landry

Seconded By Councillor Emery

To approve the minutes of the May 30, 2022 general operating budget as circulated.

Motion Carried

1.3 CAO's Comments

The CAO presented his budgetary comments.

1.4 Mayor's Comments

Mayor Kogon presented his budgetary comments.

2. BUDGET RESOLUTIONS

2.1 Estimates of Revenues and Expenditures

Moved By Deputy Mayor Christie

Seconded By Councillor Emery

THAT Council accepts the following estimates of the sums required by the Town of Amherst for the fiscal period ending March 31, 2023, prepared in accordance with Section 72 of the *Municipal Government Act*:

Revenues	
Taxes	\$ 14,286,562
Grants in Lieu of Taxes	262,843
Services Provided to Other Local Gov't	245,987
Sale of Services	1,472,359
Other Revenue from Own Sources	742,926
Unconditional Transfers	1,260,382
Conditional Transfers	490,300
Other Transfers	436,904
Total Revenues	\$ 19,198,263

Expenditures	
Corporate Services	\$ 2,787,602
Police	4,716,495
Fire	1,946,060
Economic Development	187,073
Recreation Facilities	1,463,870
Community Well Being	445,369
Planning	190,869
Strategic	280,000
Environmental Stewardship	53,719
Operations	2,139,893
Solid Waste Education & Bylaw Enforcement	404,399
Sewage	1,129,929
Solid Waste	591,795
Mandatory Provincial Support Area Rate	2,244,712
Community Support Area Rate	616,478
Total Expenditures	\$ 19,198,263

Motion Carried

2.2 General Tax Rate

Moved By Councillor Davidson

Seconded By Councillor Emery

WHEREAS total estimated expenditures to be rated for the fiscal period April 1, 2022 - March 31, 2023 are \$14,615,349.

THEREFORE BE IT RESOLVED THAT for the Town of Amherst for the fiscal year ending March 31, 2023:

1. The general tax rates are as follows:

Residential / Resource	\$1.197 per \$100 of assessment
Commercial	\$3.997 per \$100 of assessment

AND THAT these taxes are due and payable on September 30, 2022 with interest to be charged on all final tax accounts outstanding on or after October 1, 2022 at the rate of 1% per month, 12% per annum.

AND in addition that staff enter into discussions with the local Legion to determine a process and costs for Council to address additional requests for veteran banners.

Motion Carried

Councillor Baker joined the meeting at this time.

2.3 **Area Rate - Community Support**

Moved By Councillor Fawthrop
Seconded By Deputy Mayor Christie

WHEREAS the estimated expenditures for the community support for the 2022-23 fiscal period are \$396,454, net of own source funding in the amount of \$220,024. THEREFORE BE IT RESOLVED THAT for the Town of Amherst for the fiscal year ending March 31, 2023, the Community Support Area Rate on all property assessments within the boundary of the Town of Amherst are as follows:

Residential / Resource	\$0.071 per \$100 of assessment
Commercial	\$0.071 per \$100 of assessment

AND THAT these area rates are due and payable on September 30, 2022 with interest to be charged on all final tax accounts outstanding on or after October 1, 2022 at the rate of 1% per month, 12% per annum.

Motion Carried

2.4 **Sanitary Sewer Rates**

Moved By Councillor Landry
Seconded By Councillor Davidson

WHEREAS Council is authorized by the Town of Amherst Sanitary Sewer Rates By-law to set rates for sewer services;

THEREFORE BE IT RESOLVED THAT owners shall be billed for sewer services using one of the following methods effective April 1, 2022:

- **Metered Customers**
Those owners whose water service is metered shall pay a usage charge:
- **Residential**: \$0.99 per cu. meter of metered water consumption as determined by the Amherst Water Utility;
- **Commercial/Industrial/Institutional**: \$0.49 per cu. meter of metered water consumption as determined by the Amherst Water Utility.

- **Base Charges**
Those owners whose water service is metered shall pay a base charge quarterly. The quarterly base charge by meter size is:

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

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

Motion Carried

2.5 **Wastewater Treatment Facility Uniform Charge**

Moved By Councillor Davidson
Seconded By Councillor Emery

WHEREAS Council has included in its estimates for the fiscal year ending March 31, 2023, an amount to be raised for a portion of the debenture principal and interest payments for the wastewater treatment facility, a purpose for which the Town may expend funds; and

WHEREAS there are approximately 486 unmetered mobile homes within a land leased community within the boundaries of the Town of Amherst; and

WHEREAS the Council may, under paragraph 75(4)(b) of the *Municipal Government Act*, in lieu of levying an area rate, levy a uniform charge on each unmetered mobile home within a land leased community in the area;

THEREFORE BE IT RESOLVED that a uniform charge of \$72.00 be levied for the fiscal year ending March 31, 2023 on each unmetered mobile home within a land leased community within the boundaries of the Town of Amherst, and that these uniform charges are due and payable on September 30, 2022 with interest to be charged on all final tax accounts outstanding on or after October 1, 2022 at the rate of 1% per month, 12% per annum.

Motion Carried

2.6 Solid Waste Management Uniform Charge

Moved By Councillor Emery

Seconded By Councillor Fawthrop

WHEREAS Council has included in its estimates for the fiscal year ending March 31, 2023, the amount of \$591,795 to be expended for the purpose of solid waste management, a purpose for which the Town may expend funds; and

WHEREAS \$591,495 is funded from the Solid Waste Management Uniform Charge; and

WHEREAS the Town collects solid waste from the approximately 3,198 residential premises with less than four such dwelling units within the Town; and

WHEREAS the Council may, under paragraph 75(4)(b) of the *Municipal Government Act*, in lieu of levying an area rate, levy a uniform charge on each property assessment in the area;

THEREFORE BE IT RESOLVED that a uniform charge of \$185.00 be levied for the fiscal year ending March 31, 2023 on each residential property within the boundaries of the Town of Amherst with less than four such dwelling units, and that these uniform charges are due and payable on September 30, 2022 with interest to be charged on all final tax accounts outstanding on or after October 1, 2022 at the rate of 1% per month, 12% per annum.

Motion Carried

2.7 Operating Budget - Water Utility

Moved By Councillor Emery

Seconded By Deputy Mayor Christie

That Council approves the 2022-2023 Amherst Water Utility Operating Budget of \$2,442,117 as presented.

Motion Carried

3. REQUEST FOR DECISION

3.1 General Borrowing Resolution

Moved By Councillor Landry

Seconded By Councillor Fawthrop

That Council approves a general borrowing resolution in authorizing a line of credit in the amount of \$7.7 million with the Royal Bank of Canada to meet the current expenditures of the Town of Amherst for the year ending March 31, 2023.

Motion Carried

3.2 User Fee Policy

TOWN OF AMHERST POLICY

**NUMBER 3470-03
PAGE 1 of 8**

DEPARTMENT: ALL TOWN DEPARTMENTS

TITLE: Annual Review of User Fees

Minutes reference date:	30 April 2007	29 October 2007	18 April 2008
	28 May 2009	26 April 2010	24 May 2011
	23 May 2012	01 May 2013	30 April 2014
	12 June 2015	25 May 2016	03 October 2016
	23 January 2017	23 May 2018	15 May 2019
	25 May 2020	22 June 2020	27 September 2021

PURPOSE:

To establish a schedule of user fees for Council to review for appropriateness and to revise if necessary during the annual budgeting process.

POLICY STATEMENT:

It is appropriate for Council to charge fees, as authorized under the *Municipal Government Act*, in the Town's Bylaws, Policies and Procedures in order to defray its administrative costs. In order to allow for a systematic and thorough evaluation of those fees, a comprehensive schedule of User Fees with applicable tax status has been established. The responsibility for the accuracy of the Schedule shall rest with the department to which a fee applies. Any additions/deletions to the Schedule will be updated by the Executive Office. Those fees legislated under Provincial and/or Federal Acts and Authorities will also be shown on the schedules for completeness, but will not be subject to change by Council.

OBJECTIVES:

To make the administration of the cost recovery portion of the Town's Bylaws, Policies and Procedures more efficient and to determine the impact on each year's projected revenues during the budget process. By combining all of the fees in one document, the review will be more visible and complete.

Corporate Services		
SERVICE/PRODUCT/ADMINISTRATIVE	FEE	HST STATUS
Photocopies	.25/copy	Plus HST
Tax Certificates	\$50.00	HST Exempt
NSF Cheques	\$20.00	HST Exempt

By-Law Fees Collected by Corporate Services		
C-4 Dog-By-Law, Schedule A		
Dog License spayed/neutered	\$15/yr	HST Exempt
Dog License un-spayed/un-neutered	\$30/yr	HST Exempt
Lost Tag Replacement	\$15	HST Exempt
Dog-1 st Impoundment	\$30	Plus HST
Licensed Dog-2 nd Impoundment	\$70	Plus HST
Licensed Dog-3 rd & Subsequent Impoundments	\$100	Plus HST
Unlicensed Dog-Impoundments	\$100	Plus HST
Maintenance fee – Impoundment period	\$15/per day	Plus HST
C-11 False Alarms - After 2nd Notice	\$50/alarm	HST Exempt

Operational Services		
It is not the intention of the policy to rent Town of Amherst equipment to the general public; these rates and the availability of this equipment are contemplated for use by commercial concerns only.		
Equipment Charge out Rates	Rate per Hour	HST Status
Backhoe	\$93.00*	Plus HST
Loader	\$97.25	Plus HST
1-ton trucks/Service trucks	\$44.23*	Plus HST
3-5 ton trucks	\$66.00*	Plus HST
Street Sweeper	\$115.00*	Plus HST
Trackless	\$70.00*	Plus HST
Sewer Camera	\$100.00*	Plus HST
Line Locator	\$50.00*	Plus HST
Hole Hog	\$45.00*	Plus HST
Vermeer Brush Chipper	\$60.00*	Plus HST
Steamer	\$30.00*	Plus HST
Trash Pump	\$15.00	Plus HST
Diaphragm Pump	\$15.00	Plus HST
Line Painter	\$115.00/hour	Plus HST
Overhead charges extra – see procedure		
* Price includes one operator and fuel during normal working hours; overtime labour rates are extra.		

Operational Services By-Laws		
D-3 Wastewater Discharge By-Law		
One Connection	\$750.00	HST Exempt
Storm Sewer Connection (if done at the same time as sewer connection)	\$250.00	HST Exempt
D-19 Sanitary Sewer Rates By-Law		
Residential Metered Customers	\$.99 m ³	HST Exempt
Commercial/Industrial/Institutional metered customers	\$.49 m ³	HST Exempt
Annual Base Charges – Meter Size		
5/8"	\$72.00	HST Exempt
3/4"	\$108.00	HST Exempt
1"	\$175.00	HST Exempt
1.5"	\$344.00	HST Exempt
2"	\$545.00	HST Exempt
3"	\$1,085.00	HST Exempt
4"	\$2,000.00	HST Exempt
Annual Non-metered Mobile Home Park Owner	\$178.53 /dwelling unit/year	HST Exempt
Uniform Charge for Wastewater Treatment Facility for unmetered mobile homes billed on the property Tax Bill	\$72.00/yr	HST Exempt
Solid Waste Rates		
Solid Waste Collection billed on Tax Bill	\$185.00/yr	HST Exempt
Replacement Green Bin (Composter)	\$95.00	Plus HST
Replacement White Kitchen Compost (Bucket)	\$5.00	Plus HST
Services/Products – Operational Services		
Street Breaking Permit (Policy 31600-08)	\$500.00	Plus HST
Commercial Sewer Service (Policy 31600-14)	Cost of Service	Plus HST
Estimated by Engineer and final adjustment when work is done		

Planning and Development Department		
Zoning Confirmation Letter	\$50.00	HST Exempt
Copy of Land Use Bylaw or Municipal Planning Strategy	\$20.00	HST Exempt
Copy of Zoning Map (11 x 17)	\$5.00	HST Exempt
Copy of Zoning Map (50 cm x 60 cm)	\$10.00	HST Exempt

Application to Amend the Land Use Bylaw	\$200.00	HST Exempt
Application for a Development Agreement	\$200.00	HST Exempt
Application to Amend the Municipal Planning Strategy	\$300.00	HST Exempt
Application for a Variance or Site Plan	\$75.00	HST Exempt
Creation of Mapping Document	\$60.00/hr(including 10 lineal metres of maps)	Plus HST
Print Existing Map – less than 50 cm x 50 cm	\$25.00	Plus HST
Print Existing Map – more than 50 cm x 50 cm	\$50.00	Plus HST

Building Permits		
New residential buildings, community centres, churches	\$50.00 + \$0.12 per square foot	HST Exempt
New Commercial, Industrial or other building not listed	\$50.00 + \$0.17 per square foot	HST Exempt
All alterations or repairs	\$50.00 + 0.25% of value	HST Exempt
Decks, accessory buildings and farm buildings	\$50.00 + \$0.04 per square foot	HST Exempt
Demolition	\$20.00	HST Exempt
Permit Renewals	\$50.00	HST Exempt
Development Permit	\$50.00	HST Exempt

Police Department		
Commissioner of Oaths Signing	\$15.98	HST Exempt
Commissioner of Oaths Signing—Child Abuse Register for Amherst citizens to participate as volunteers for community organizations. Criminal Record Check/Vulnerable Sector for Amherst citizens to participate as volunteers for community organizations.	Waived	N/A
Criminal Record Check	\$25.00 \$30.00	Plus HST
Serial # Verification (homemade trailers)	\$25.00	Plus HST
Fingerprints (for non-criminal reasons)	\$50.00	Plus HST
Accident Reports	\$25.00	Plus HST
Community Room Rental	\$125.00/day \$75.00/half day	Plus HST
C-9 Taxi By-Law, Schedule E		
Taxi Cab License	\$25/yr	HST Exempt
Taxi License Transfer	\$10	HST Exempt
Taxi Driver License	\$20/yr	HST Exempt
Taxi Driver License Replacement	\$10	HST Exempt
Taxi License Photo	\$10.00	Plus HST

Fire Department		
Firefighter	\$20.00/hour	HST Exempt
Apparatus	\$200.00/in use; \$100.00/standby	HST Exempt
Standby Jaws of Life Alarm	\$350.00	HST Exempt
Meters	\$50.00/hr	HST Exempt
Saws	\$50.00/hr	HST Exempt
Lighting System	\$25.00/hr	HST Exempt
Generator	\$25.00/hr	HST Exempt
Foam – All Types	\$185.00/jug	HST Exempt
Specialized Suits – Hazmat	Replacement cost	HST Exempt
PPE (bunker gear)	Replacement cost	HST Exempt
Fire Extinguisher Training	\$300.00 up to 15 people	Plus HST
Fire Inspections	\$75.00/hr	Plus HST
Inspection Confirmation Letter	\$50.00	HST Exempt
Recreation		

Ice Time/Stadium								
The rates below are per hour plus HST.								
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Holidays
Early Time 6:30-8:30am	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$128.00
Fair Time 8:30-5:00pm	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	-	-	\$128.00
Prime Time 5:00-12:00am	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00
Youth Time Monday-Sunday	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00

Youth Time Rates Include:

- Groups affiliated with Amherst Skating Club; or
- Groups affiliated with another skating club; or
- Groups affiliated with Skate Nova Scotia and/or Skate Canada who are **18 years old and younger.**
- Groups affiliated with Cumberland County Minor Hockey; or
- Groups affiliated with another minor hockey association; or
- Groups affiliated with Hockey Nova Scotia or Hockey Canada who are **18 years old and younger.**

- Groups affiliated with Ringette Nova Scotia; or
- Groups affiliated with Ringette Canada who are **18 years old and younger.**
- Community groups who don't reside in the Town of Amherst and are **18 years old and younger.**

Photocopies/Stadium (Policy 72000-06)		
8 ½ X 11 (Town Paper)	\$0.10/copy	Plus HST
8 ½ X 14 (Town Paper)	\$0.15/copy	Plus HST
11 X 17 (Town Paper)	\$0.25/copy	Plus HST
8 ½ X 11 (own paper)	\$0.05/copy	Plus HST
8 ½ X 14 (own paper)	\$0.05/copy	Plus HST
11 X 17 (own paper)	\$0.10/copy	Plus HST

Ballfield User Policy (Policy 72300-01)		
Lights	\$18/diamond/game	Plus HST
Tournament Fee	\$100/day	Plus HST
Tournament Lights	\$30/day	Plus HST

Stadium Advertising Rates plus artwork, design and production*		
Ice logos	\$400.00	Plus HST
Dasherboard	\$400.00	Plus HST
Wall Signage (4X6)	\$400.00	Plus HST
Ice Making Machine	\$2,500.00	Plus HST
Red and Blue Line – per line (not per side)	\$100.00	Plus HST
Stairs Kick Plates	3 for \$150.00	Plus HST
Score clock Small	\$600.00	Plus HST
Score clock Large	\$850.00	Plus HST

*In addition to the advertising rate, the customer will be responsible and invoiced for all cost(s) associated with the creation of artwork, design, production & installation if applicable. Actual quote will be provided at the time the service is requested.

Off Season Stadium Rentals		
Rink Floor Only	\$50.00 per hr or \$630.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Entire Facility including meeting rooms, team rooms	\$70.00per hr or \$790.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Extra Employees	\$25.00 per person per hour	Plus HST
2 nd Floor meeting room and lounge	\$50.00 per hour or \$150.00 per day	Plus HST

Beer/Liquor Concession Robb Centennial Park (Policy 72300-05)		
Concession only. NSAGA requirements responsibility of organizing committee	\$100.00/day	Plus HST

*Includes one employee during that time

Community Credit Union Business Innovation Centre			
Rental Fee	Daily	1/2 Day	Hourly
Conference Room	\$400.00	\$250.00	\$80.00
Conference Room – Community	\$240.00	\$150.00	\$48.00
Boardroom	\$125.00	\$80.00	\$25.00
Boardroom – Community	\$75.00	\$48.00	\$15.00
Hub	\$75	\$50	
Hub – Community	\$45	\$30	
Evening & Weekend Surcharge			\$20.00
Evening & Weekend Surcharge – Community			\$12.00
Sound & Lighting Technician			\$30.00
Sound & Lighting Technician – Community			\$18.00

*HST shall be applied and be in addition to all rates noted for the Community Credit Union Business Innovation Centre

Municipal Government Act Fees – FOI-POP Section 466, MGA
The fees charged for access to information under Part XX of the MGA (Freedom of Information and Protection of Privacy) shall be in accordance with the Freedom of Information and Protection of Privacy Regulations of Nova Scotia, as amended from time to time.

Note: "All rates and charges with respect to the Amherst Water Utility will be in accordance with the schedule of rates for water and water services as approved by the Utility and Review Board of Nova Scotia from time to time and as reflected in the Order of the Board."

**Moved By Councillor Emery
 Seconded By Deputy Mayor Christie
 That Council approve the request to have the User Fee Policy, Policy number 3470-03, updated to reflect the changes noted above in the highlighted red-line version.**

Motion Carried

3.3 Town of Amherst and Amherst Water Utility Capital Budgets

Moved By Councillor Davidson

Seconded By Councillor Emery

That Council approves the Town of Amherst General Capital Budget for the 2022-23 fiscal year as presented in the amount of \$8,283,710 and the Amherst Water Utility Capital Budget for the 2022-23 fiscal year in the amount of \$1,757,700 to be funded as follows:

Town of Amherst - General Capital		Amherst Water Utility	
Capital from Revenue	\$ 590,000	Capital from Revenue	\$ 40,000
Reserves	2,036,910	Water Depreciation	1,086,101
Canada Community Building Fund (formerly Gas Tax Fund)	1,231,000	Grant - Federal/Provincial	601,599
Grants - Federal/Provincial	2,398,432	Temporary Borrowing	30,000
Temporary Borrowing	30,000		<u>\$ 1,757,700</u>
Long Term Debt	1,997,368		
	<u>\$ 8,283,710</u>		

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

Fiscal Year	General Capital Total Amount	Water Capital Total Amount
2023-2024	\$ 1,871,000	\$ 490,000
2024-2025	\$ 2,531,000	\$ 535,000
2025-2026	\$ 1,487,000	\$ 606,000
2026-2027	\$ 2,083,500	\$ 335,000

And further, that that 2023-24 capital budget be based on a newly approved asset management plan which includes a comprehensive review on how streets are recommended for reconstruction and/ or repaving with a focus on addressing the condition and improvement of the streets that have the most significant evidence of deterioration.

To be clear, the second part of this motion contemplates the approval of the amounts for the years 2023-2024 to 2026-2027 for planning purposes only; this is not the authority to spend, nor is it necessarily the final and complete listing.

Motion Carried

3.4 Capital - Street Sweeper

Moved By Councillor Fawthrop

Seconded By Councillor Davidson

That Council award RFP-22-24 for the supply of a Street Sweeper to the highest scoring proponent, Joe Johnson Equipment Ltd., for the lump sum price of \$365,801.86 plus non-refundable taxes.

Motion Carried

4. INFORMATION ITEMS

4.1 2022-23 Operating Capital Budget Reports

Mrs. Wilson presented the 2022-23 Operating Capital Budget Reports, included as part of the agenda package.

5. ADJOURNMENT

Moved By Deputy Mayor Christie

Seconded By Councillor Fawthrop

To adjourn the meeting.

Motion Carried

Kimberlee Jones
Municipal Clerk

David Kogon, MD
Mayor

**Town of Amherst
Public Hearing
Minutes**

Date: June 13, 2022
Time: 12:00 pm
Location: Council Chambers, Town Hall

Members Present Mayor David Kogon
Deputy Mayor Sheila Christie
Councillor George Baker
Councillor Hal Davidson
Councillor Dale Fawthrop

Members Absent Councillor Lisa Emery
Councillor Leon Landry

Staff Present Andrew Fisher, Director of Planning & Strategic Initiatives
Kimberlee Jones, Municipal Clerk
Natalie LeBlanc, Deputy Clerk

1. Call to Order

Mayor Kogon called the Public Hearing to order at 12:00p.m.

2. Development Agreement - 27 West Pleasant Street

2.1 Staff Report

Mr. Fisher reviewed the staff report included as part of the agenda package.

2.2 Council Questions/Comments

Councillor Baker thanked the owner for the great work they are doing.

Councillor Davidson asked if residents are from the Amherst area or from all over Nova Scotia. The owner replied it could be both.

2.3 Owner Questions/Comments

The owner spoke to the work they do and the family-like environment they provide for their residents.

2.4 Public Questions/Comments

There were no members of the public in attendance.

3. Adjournment

There being nothing further, Mayor Kogon adjourned the Public Hearing.

Kimberlee Jones
Municipal Clerk

David Kogon, MD
Mayor

SYNOPSIS

Development Agreement Application 27 West Pleasant Street Second Reading

The proposed development agreement for 27 West Pleasant Street would allow a Group Home operation in the form of a supportive housing for four youths within the existing dwelling. The operation would be licensed by the province.

An advertised public participation opportunity was held on April 11th where only the proponent was in attendance. One written submission was received that was not in support of the development. The Planning Advisory Committee recommended that Council enter into a development agreement. Council held a public hearing on June 13th where again, only the proponent was in attendance

The proposal generally conforms to relevant Municipal Planning Strategy policies, and the provision of supportive housing for youth is a positive addition to the community.

MOTION:

That Council give Second Reading of the proposed development agreement.

TO: Mayor Kogon and Members of Council

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

DATE: June 27, 2022

SUBJECT: Second Reading – 27 West Pleasant Development Agreement

ORIGIN: An application for a development agreement to allow a Group Home operation within the existing dwelling located at 27 West Pleasant Street (PIDs 25027129 & 25027152). Under the Land Use Bylaw (Bylaw) Group Homes are permitted by development agreement, subject to MPS Policy RP-13.

RECOMMENDATION:NG ADVISORY COMMITTEE: That Council approve second reading of the application by entering into a development agreement for 27 West Pleasant Street to allow a Group Home.

BACKGROUND: Attached is the staff report to the PAC the provides more details about the proposal, an analysis of MPS policies relevant to this issue, and an application summary. The subject property contains two parcels with a total area of 1,591 m² (17,000 sqft) in area. On the property exists a 2-storey detached dwelling, a large paved driveway, and approximately 10,000 sqft of greenspace. The proposed supportive youth housing operation would provide housing for four children or youth under the care of NS Provincial Community Services. There are no additions proposed for the existing dwelling. The only notable differences between the proposed operation and a typical residence would be additional staff vehicles, as the operation requires at least two staff members onsite at all times.

DISCUSSION: The proposal generally conforms to the relevant policies of the MPS and LUB. Staff do not anticipate significant negative impacts on the surrounding neighbourhood. Moreover, the provision of supportive housing for youth is a positive addition to the community.

FINANCIAL IMPLICATIONS: None specific to this issue.

SOCIAL JUSTICE IMPLICATIONS: The provision of supportive housing for youth is inherently rooted in the concept of social justice.

ENVIRONMENTAL IMPLICATIONS: None specific to this issue.

COMMUNITY ENGAGEMENT: An advertised Public Participation Opportunity related to this issue was held on April 11, 2022 with the proponents in attendance. No members of the public



AMHERST TOWN COUNCIL

RFD# 2022034

Date: June 27, 2022

attended. One email was received in opposition to this development by an owner of property in close proximity to the subject property. The concern was not specific but rather expressed concern that there would be adverse impacts to their property as a result of the group home.

Council gave first reading at their regular meeting on May 24, 2022. An advertised public hearing was held on June 13th, with no members of the public in attendance and no written submissions received.

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

ATTACHMENTS: 1) Draft Development Agreement; 2) Staff report to PAC; 3) Application Summary; 4) Resident email in opposition to the proposal.

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



This Agreement made this _____ Day of _____ 2022.

Between:

MACDONALD PEOPLE RESOURCES LIMITED (owner of property located at 27 West Pleasant Street [PID 25027129 & 25027152], hereinafter called the “Owner”),

of the one part, and

THE TOWN OF AMHERST (a body corporate in the Province of Nova Scotia, hereinafter called the “Town”),

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy CP - 13 of the Municipal Planning Strategy of the Town of Amherst, to operate a group home within the single-detached dwelling on property located at 27 West Pleasant Street (PID 25027129 & 25027152).

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

AND WHEREAS the Council of the Town, at its meeting on the _____th Day of _____ 2022, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

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

- (a) Schedule ‘A’ - Terms and Conditions
- (b) Schedule ‘B’ – Property Identification

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

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the “Lands”. The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the diagram shown on Schedule B attached.
- 2) That the Owner may operate group home licensed by the Province of Nova Scotia within an existing single-detached dwelling on the Lands.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.

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

DRAFT

SIGNED, SEALED AND DELIVERED

In the presence of

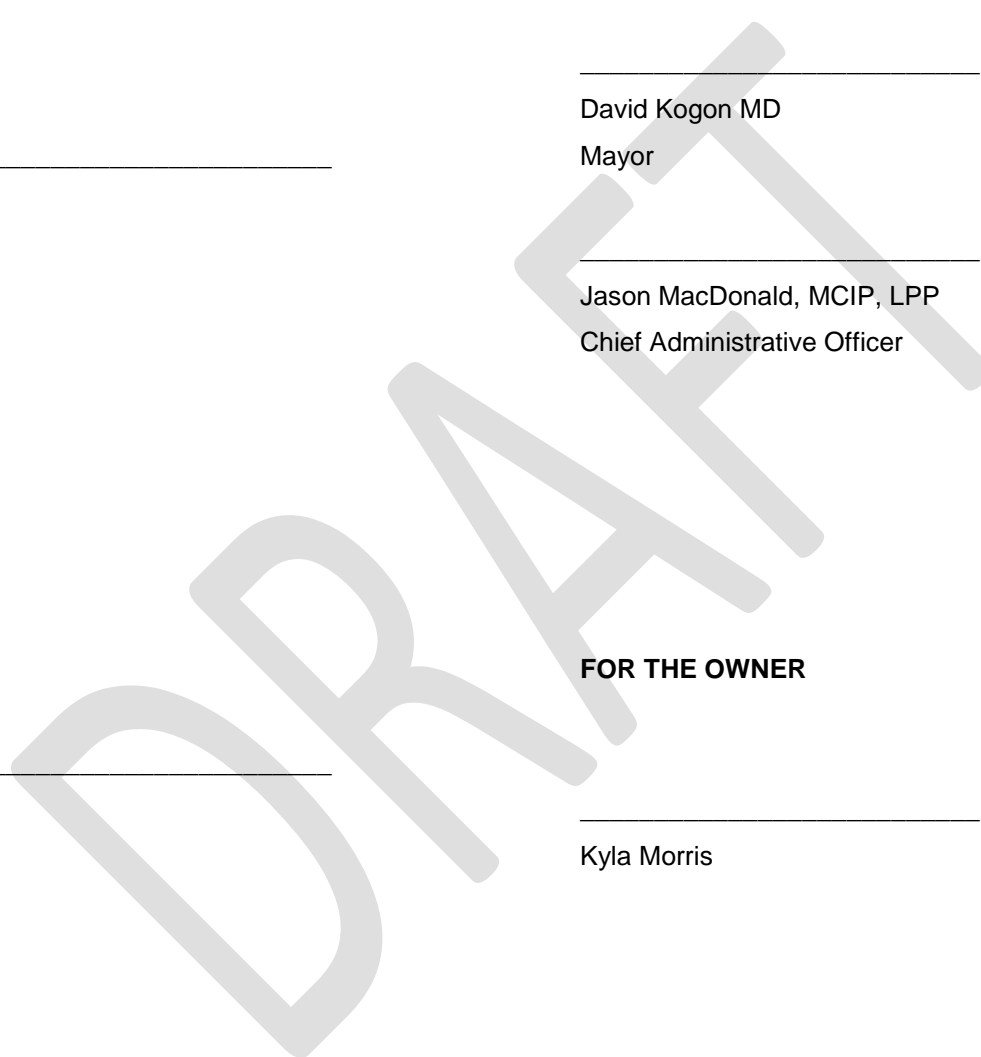
THE TOWN OF AMHERST

David Kogon MD
Mayor

Jason MacDonald, MCIP, LPP
Chief Administrative Officer

FOR THE OWNER

Kyla Morris



Schedule A

27 West Pleasant Street - Development Agreement

Terms and Conditions:

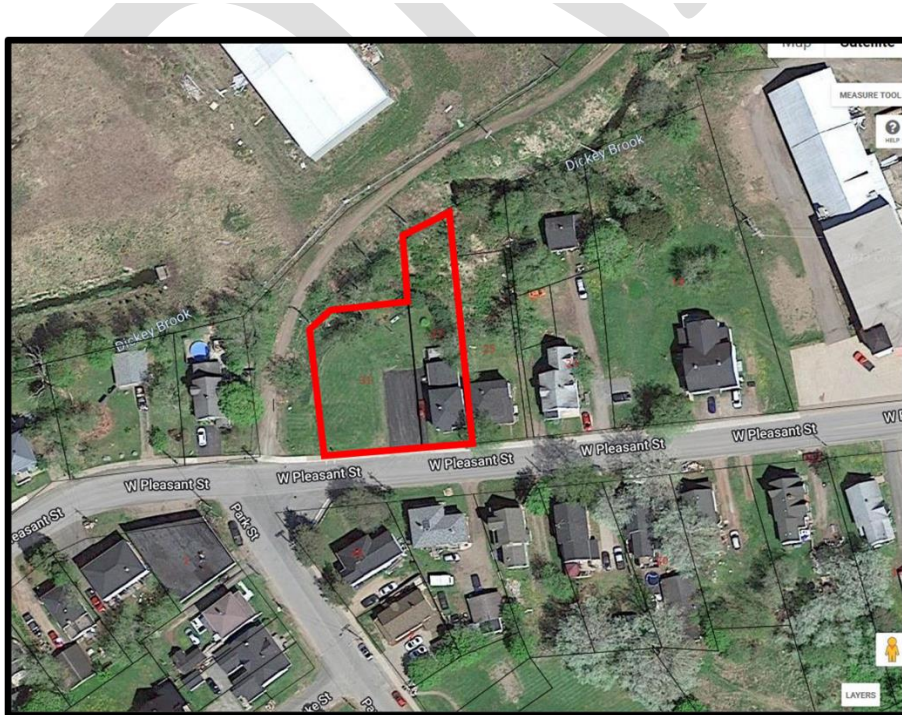
1.0 USE OF LAND AND BUILDINGS

- 1.1 The use of the Lands shall be limited to a group home operation or child and youth care program for four (4) children under the care of the Nova Scotia Department of Community Services within an existing single-detached dwelling in the location shown on Schedule 'B'.
- 1.2 A minimum of one (1) parking space shall be provided for each employee on the Lands and shall be generally located on the existing asphalt driveway as shown on Schedule 'B'.
- 1.4 Accessory buildings may be permitted on the Lands in accordance with the *Town of Amherst Land Use Bylaw*.
- 1.5 All areas of the Lands not covered by buildings or driveways generally as shown on Schedule 'B' shall be landscaped.

2.0 GENERAL REQUIREMENTS

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

SCHEDULE 'B'



MEMO

TO: Planning Advisory Committee

FROM: Andrew Fisher, Director of Planning & Strategic Initiatives

DATE: May 2, 2022

RE: **27 West Pleasant - development agreement application - Group Home**

ISSUE:

An application by the owner of 27 West Pleasant Street (PID 25027129 & 25027152) for a development agreement to permit the operation of a ‘Youth Supportive Housing’ or Group Home for four youths on the subject property. Under the Land Use Bylaw (Bylaw) Group Homes are permitted by development agreement, subject to MPS Policy RP-13.

BACKGROUND:

Please see the attached summary document that provides application details and graphics.

RELEVANT POLCY AND DISCUSSION:

Land Use Bylaw section 7.2.2 lists group homes as a use permitted by development agreement in accordance with RP-13 of the Municipal Planning Strategy (MPS).

MPS RP-13: Group Homes and Boarding Houses by DA

It shall be the intention of Council to permit Group Homes and Boarding Houses in all residential areas of town by development agreement. In doing so Council shall ensure that:

- (a) Adequate land exists on the property to provide recreational opportunities for residents;*
- (b) Adequate on-site parking is provided for staff of the facility;*
- (c) Vegetation is used to mitigate the impacts of parking facilities on adjacent residents.*

As shown in the attached diagrams, the subject property could be considered a ‘double lot’ with ample outdoor amenity space available. The driveway is approximately 2,000 sq.ft. in area that would provide ample space for parking and also the possibility for recreation such as basketball. The driveway is located such that it does not impact adjacent residents.

In addition, MPS Policy A-5 contains general planning matters to be considered in the context of a development agreement.

MPS A-5: Amendment Criteria

It shall be the intention of Council, when [...] entering into or amendment of a development agreement, to consider the following matters, in addition to all other criteria set out in the various policies of this planning strategy:

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

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

From a planning perspective, the proposed use would not be significantly different from a single-detached dwelling containing a family with four children. The only significant difference being that staff will be onsite, which may result in additional traffic. This is mitigated by the large parking area located away from adjacent dwellings.

PUBLIC PARTICIPATION OPPORTUNITY:

An advertised Public Participation Opportunity related to this issue was held on April 11, 2022 with the proponents in attendance. No members of the public attended.

CONCLUSIONS: The proposal generally conforms to the relevant policies of the MPS and LUB. Staff do not anticipate significant negative impacts on the surrounding neighbourhood. Moreover, the provision of supportive housing for youth is a positive addition to the community.

RECOMMENDATION:

Staff suggest the PAC consider the following three motion options:

1. I move that the PAC recommend that Council enter into a development agreement for 27 West Pleasant Street to allow the operation of a Group Home on the property.
2. I move that the PAC recommend that Council enter into the development agreement for 27 West Pleasant Street to allow a single detached dwelling with the specified changes.
3. I move that the PAC recommend that Council not enter into the development agreement for 27 West Pleasant Street.

Staff recommend option one.

Andrew Fisher

From: Kim Jones
Sent: March 31, 2022 5:47 PM
To: Natalie LeBlanc; Andrew Fisher
Subject: Fwd: Concern re using 27 west pleasant for child and youth housing program

Sent from my iPad

Begin forwarded message:

From: ketan kulkarni <ketanpkulkarni@gmail.com>
Date: March 31, 2022 at 5:16:18 PM ADT
To: Kim Jones <KJones@amherst.ca>, Arun Salunkhe <sal412301@gmail.com>
Subject: Concern re using 27 west pleasant for child and youth housing program

Hello

I m writing with concern as owner of property close this building.

While housing program is extremely important, I am very concerned that this adversely affects our property

We do not support this development.

--

Ketan Kulkarni

SYNOPSIS

Street Naming Policy Amendments

During the Inclusion, Diversity and Equity committee meetings related to the recommendation to consider renaming Lord Amherst Drive, the members felt it was important to formally recognize inclusion, diversity and equity factors within the existing policy.

As part of the IDE committee's work, they identified several potential street names that reflected diversity, inclusion and equity. Their recommendation is for Council to consider officially adding these names to the Street Naming Policy list of potential approved street names.

MOTION:

That Council approve of the proposed amendments to the Street Naming Policy.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Kimberlee Jones, Director of Comms and Community Well Being

DATE: June 27, 2022

SUBJECT: Amendments to Street Naming Policy

ORIGIN: Recommendation from the Inclusion, Diversity and Equity Advisory Committee

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

RECOMMENDATION: That Council approve of the proposed amendments to the Street Naming Policy.

BACKGROUND: During the Inclusion, Diversity and Equity committee meetings related to the recommendation to consider renaming Lord Amherst Drive, the members felt it was important to formally recognize those factors within the existing policy.

DISCUSSION: As part of the IDE committee's work, they identified several potential street names that reflected diversity, inclusion and equity. Their recommendation is for Council to consider officially adding these names to the Street Naming Policy list of potential approved street names.

FINANCIAL IMPLICATIONS: There are no financial implications to this recommendation

SOCIAL JUSTICE IMPLICATIONS: There can only be benefits to adding names with significance to our cultural history.

ENVIRONMENTAL IMPLICATIONS: There are none

COMMUNITY ENGAGEMENT: IDE Committee members consulted within their individual cultural communities

ALTERNATIVES: 1) Do not amend the policy, 2) Council may recommend alternative names at their discretion, 3) refer the matter back to the IDE committee for another recommendation





AMHERST TOWN COUNCIL

RFD# 2022043

Date: June 27, 2022

ATTACHMENTS:

Street Naming Policy

Street Naming Procedure

Report prepared by:

Report and Financial approved by:



DEPARTMENT: PLANNING AND DEVELOPMENT

TITLE: **STREET NAMING POLICY**

Minutes Reference Date: 25 November 2002 28 October 2013

PURPOSE

To establish a policy for the naming of streets within the Town. A clearly defined street naming policy is required in order to:

- a) Ensure any potential difficulties and delays for emergency vehicles are avoided;
- b) Enable visitors to find their way around Town efficiently and in a pleasant manner;
- c) Enable businesses and service providers within the Town to carry out their business efficiently.

e)d) To promote the principals of inclusivity, equity and diversity in consideration of street names within the town.

POLICY STATEMENT

It shall be the policy of the Amherst Town Council that all new streets shall be named, or existing streets re-named, according to the following criteria. The three principals which guide the street naming procedures:

- i) Avoid Duplication – there should be no duplication of street names, including street names differentiated by a suffix.
- ii) Avoid Confusion – street names that sound similar should be avoided.
- iii) Establish Continuity – streets running in one compass direction should have one name for the entire length.
- iii);iv) Ensure that new street names consider the values of inclusivity, equity and diversity to reflect our citizens both past and future.



SUGGESTED STREET NAME LIST

Street Name	Background
Logan	Senator Hance James Logan
Hewson	Dr. Charles Wentworth Upham Hewson
Black	Percy Chapman Black (MLA)
Cameron	Fred S. Cameron (Runner, Boston Marathon Winner)
Ketchum	Henry G. C. Ketchum (Ship Railway)
Curry	Nathanial Curry (President of Rhodes Curry and Company Ltd.)
Cox	Ester Cox Ghost Story
Hillcoat	Hillcoat Pianos
Page	Amos Page, Silversmith
White	Shermie White, Hockey – New York Rangers
Lake View	View from new Hotel at Exit 4
Jackson	Stanton Jackson, Hockey – Toronto Maple Leafs
Riley	Hockey and Music (family)
<u>Rainbow Drive</u>	<u>created by several actions working together to create its beautiful form which would represent our diverse community</u>
<u>Heritage Drive</u>	
<u>L' nuk (ul noog)</u>	<u>Mi'kmaq term means "the people",</u>
<u>Nikmaq</u>	<u>The word Mi'kmaq actually comes from the word ni'kmaq, or 'my friends'</u>
<u>Sikniqt (sig n icked)</u>	<u>From where the place name Chignecto was derived</u>
<u>Fred Parsons</u>	<u>Significant contributions to Amherst's built infrastructure</u>
<u>Rocky Johnson</u>	<u>Professional Wrestler</u>
<u>Maltby</u>	<u>Frederick Roy Maltby, Hockey and Community</u>

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DEPARTMENT: PLANNING AND DEVELOPMENT

TITLE: **STREET NAMING POLICY**

Minutes Reference Date: 25 November 2002 28 October 2013

PURPOSE

To establish a policy for the naming of streets within the Town. A clearly defined street naming policy is required in order to:

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- ii) **Avoid Confusion** – street names that sound similar should be avoided.
- iii) **Establish Continuity** – streets running in one compass direction should have one name for the entire length.

SUGGESTED STREET NAME LIST

Street Name	Background
Logan	Senator Hance James Logan
Hewson	Dr. Charles Wentworth Upham Hewson
Black	Percy Chapman Black (MLA)
Cameron	Fred S. Cameron (Runner, Boston Marathon Winner)
Ketchum	Henry G. C. Ketchum (Ship Railway)
Curry	Nathanial Curry (President of Rhodes Curry and Company Ltd.)
Cox	Ester Cox Ghost Story
Hillcoat	Hillcoat Pianos
Page	Amos Page, Silversmith
White	Shermie White, Hockey – New York Rangers
Lake View	View from new Hotel at Exit 4
Jackson	Stanton Jackson, Hockey – Toronto Maple Leafs
Riley	Hockey and Music (family)
Maltby	Frederick Roy Maltby, Hockey and Community

DEPARTMENT: PLANNING & DEVELOPMENT

TITLE: **STREET NAMING PROCEDURE**

AUTHORIZED BY: _____ **CAO: Greg Herrett**

Minutes reference date: 25 November 2002

PROCEDURE:

The following procedures were developed in accordance with the official Street Naming Policy adopted by Council. The procedures are intended to guide staff in the efficient implementation of the said policy

A Street Naming Characteristics

- 1) Street names should be easy to pronounce and spell. An intermediate reading level is recommended.
- 2) The use of personal names of individuals should be limited to those persons who have provided exceptional service to the Town, Province or country. Names of local residents who have achieved a level of popularity beyond this region will also be considered. In general, the use of personal names of individuals during their lifetime should be avoided.
- 3) Street names should be words, as opposed to numeric.
- 4) The use of suffixes (Lane, Court, Street, etc.) should conform to the table in Section D and be at the discretion of the Development Officer. Only those suffixes listed shall be permitted.
- 5) The prefixes North, South, East and West shall be prohibited.
- 6) When a new street is an expansion of an existing street the name of the existing street should be applied to the newly constructed section.
- 7) Street names which sound similar to an existing street name will be avoided; similar names differentiated by a suffix will also be avoided.
- 8) Street names will not contain special characters, decimals, hyphens, apostrophes, periods, or punctuation of any kind.
- 9) Street names shall not incorporate any product, trademark or copyright names.
- 10) Street names should be limited to 24 characters.

B Street Naming Process

- 1) Council shall maintain an approved list of new street names to be applied to new or renamed streets. The Development Officer will apply a name on the list to any newly constructed or renamed street. Once a name is used it will be removed from the list.

Council may amend the list by resolution.

- 2) The Development Officer will ensure that there is no duplication between the approved list of new street names and the official street database of the Town and adjoining General Service Areas (GSAs).
- 3) Notwithstanding (1) above, when a developer suggests a name for a proposed street, the Development Officer may approve that street name, provided all other relevant provisions of the policy and procedures are satisfied.
- 4) Newly constructed streets for which a plan of subdivision is required shall have the name of the proposed street on the final plan of subdivision.
- 5) When an existing street is to be renamed at the request of Council, residents of the said street will be polled for a suggested name. Those residents or property owners eligible to vote in a municipal election shall be eligible to vote for the new name of the street. A simple majority shall prevail provided all other provisions of this policy and procedures are satisfied.
- 6) When an existing street is to be renamed at the request of the residents of the said street, the residents must be polled, and 75% must agree to the change. Those residents or property owners eligible to vote in a municipal election shall be eligible to vote for the name change. In addition, all other provisions of this policy must be satisfied.

C Notification

- 1) Within one week of a new street name being approved, and any subsequent subdivision plan being registered, the Development Officer will notify the following organizations of the new street name:
 - a. Operational Services (for sign installation and servicing);
 - b. Local Registry of Deeds office;
 - c. Emergency Measures Organization;
 - d. Agency responsible for road names database (provincial);
 - e. Emergency Health Services (ambulance dispatch);
 - f. Department of Transportation and Public Works;
 - g. Fire and Police Departments (including RCMP);
 - h. Contracted municipal garbage collector;
 - i. Canada Post;
 - j. Any other organization deemed appropriate by the Development Officer.
- 2) When an existing street name is repealed the above notification will also take place.

- 3) When a street name is changed at the discretion of Council in order to rectify an existing problem (such as duplication of street names) the Town will give all affected residents and property owners 6 months notice.

D Street Type List

Whenever possible the street name suffix should correspond to the following list. It is recognized that existing streets may not correspond to the list.

Suffix	Abbreviation	Street Type	Definition
Avenue	Ave	Local or Collector	A street intersecting with at least two local or collector streets, or combination thereof
Boulevard	Blvd	Collector or Arterial	Wide thoroughfares in residential areas, usually with a landscaped median
Court	Crt	Local	Dead end streets such as cul-de-sacs
Crescent	Cres	Local	Street originating and terminating on the same street
Drive	Dr	Local or Collector	Curving or meandering streets longer than 200 metres
Place	Pl	Local	See Court
Road	Rd	Arterial	Arterial streets with high traffic volumes
Street	St	Collector or Arterial	A street intersecting with at least two collector or arterial streets, or combination thereof
Terrace	Terr	Local	See Court

Local Street A street whose main function is to provide direct land access to individual properties. The efficient movement of vehicles is of secondary importance.

Collector Street A street whose function is to provide land access to individual properties and move traffic to and from arterial streets.

Arterial street A street which connects different parts of the town; traffic movement is of great importance, however access to individual properties is also provided.

SYNOPSIS

Mill Street Green Space

A citizens' request was received for a neighbourhood green space on the Town owned vacant lot on Mill Street.

The neighboring residents requested that the grass be mowed on a regular schedule and if the space could be used as a park with a picnic table and garbage bin. They also asked the Town to consider planting a flowerbed that the residents would look after and maintain once planted. Staff have been mowing the property on a regular basis to the same standard as our other green spaces and have added a picnic table and garbage can as requested.

Staff believe the pilot project would be a good way to gauge public interest for future similar projects. The entire project can be completed for minimal cost and is not overly labor intensive. Staff can complete the project without interfering with their other maintenance obligations, and will provide Council with a report on the outcomes of the project in the fall.

MOTION:

That Council approve of the Town owned vacant lot on Mill Street as the site to construct and plant a community flowerbed as a pilot project.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Aaron Bourgeois, Director of Operations

DATE: June 27, 2022

SUBJECT: Mill Street Green Space and Flowerbed Pilot Project

ORIGIN: Citizen requests for a neighbourhood green space on the Town owned vacant lot on Mill Street.

LEGISLATIVE AUTHORITY: MGA section 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 of the Town owned vacant lot on Mill Street as the site to construct and plant a community flowerbed as a pilot project.

BACKGROUND: The Town owns a vacant parcel of land on Mill Street (shown below).



The property was not being maintained as it should and the neighboring residents requested that the grass be mowed on a regular schedule and if the space could be used as a park with a picnic table and garbage bin. They also asked the Town to consider planting a flowerbed that the residents would look after and maintain once planted. Staff have been mowing the property on a regular basis to the same standard as our other green spaces and have added a picnic table and garbage can as requested (both of these items were on hand and did not need to be purchased). The before and after pictures are below.





AMHERST TOWN COUNCIL

RFD# 2022042

Date: June 27, 2022

DISCUSSION: Staff believe the pilot project would be a good way to gauge public interest for future similar projects. The entire project can be completed for minimal cost and is not overly labor intensive. Staff can complete the project without interfering with their other maintenance obligations. Staff will provide Council with a report on the outcomes of the project in the fall.

FINANCIAL IMPLICATIONS: The cost to till the soil for a flowerbed (10'x10'), add compost/mulch and plant an assortment of shrubs and perennials would be approximately \$500.

SOCIAL JUSTICE IMPLICATIONS: Green spaces and flowerbeds create a welcoming environment for all to enjoy.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications as a result of proceeding with this project

COMMUNITY ENGAGEMENT: If approved the project would be promoted via media release and social media.

ALTERNATIVES:

1. Do not approve the pilot project.
2. Construct the flowerbed and have staff weed, water and maintain it.
3. Find another municipal use for the property.

ATTACHMENTS: None.

Report prepared by: Aaron Bourgeois, Director of Operations

Report and Financial approved by:



SYNOPSIS

Donation Request for the Amherst Little League Baseball and Cumberland County Military Museum from the Dr. & Mrs. H.E. Christie Community Foundation of Nova Scotia

The Town received correspondence from the Dr. & Mrs. H.E. Christie Community Foundation advising that their board approved grants in the amounts of \$8,000 to Amherst Little League Baseball (for uniforms, hats, belts and equipment for a new Cumberland Girls baseball House League) and \$5,120 to the Cumberland County Military Museum (for a summer student). The Foundation is asking if Council will accept these donations from them in the above amounts, issue official tax receipts and provide grants to the Amherst Little League Baseball and the Cumberland County Military Museum.

The Town of Amherst has accepted donations of this nature in the past and provided receipts to the donor and disbursed funds to the requested recipient. The key is that the disbursement is approved by Council and is for an expenditure which the municipality has the authority to spend.

MOTION:

That Council approve the request to receive a donation of \$13,120 from the Dr. & Mrs. H.E. Christie Community Foundation to fund a corresponding grant of \$8,000 to Amherst Little League Baseball and \$5,120 to the Cumberland County Military Museum.



AMHERST TOWN COUNCIL

RFD# 2022044

Date: June 27, 2022

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Sarah Wilson, Senior Accountant / Acting Treasurer

DATE: June 27, 2022

SUBJECT: Donation Request for the Amherst Little League Baseball and Cumberland County Military Museum from the Dr. & Mrs. H.E. Christie Community Foundation

ORIGIN:

Correspondence from the Dr. & Mrs. H.E. Christie Community Foundation that they will donate \$13,120 to the Town provided that the Town, in turn, provides grants of \$8,000 to Amherst Little League Baseball and \$5,120 to the Cumberland County Military Museum.

LEGISLATIVE AUTHORITY:

Income Tax Act – Canada Revenue Agency Charity Guideline
Registered municipalities are considered qualified donees by the Canada Revenue Agency and therefore can issue official donation receipts and are eligible to receive gifts from registered charities.

RECOMMENDATION:

That Council approve the request to receive a donation of \$13,120 from the Dr. & Mrs. H.E. Christie Community Foundation to fund a corresponding grant of \$8,000 to Amherst Little League Baseball and \$5,120 to the Cumberland County Military Museum.

BACKGROUND:

The Town of Amherst has accepted donations of this nature in the past and provided receipts to the donor and disbursed funds to the requested recipient. The key is that the disbursement is approved by Council and is for an expenditure which the municipality has the authority to spend.

DISCUSSION:

The Town received correspondence from the Dr. & Mrs. H.E. Christie Community Foundation advising that their board approved grants in the amounts of \$8,000 to Amherst Little League Baseball (for uniforms, hats, belts and equipment for a new Cumberland Girls baseball House League) and \$5,120 to the Cumberland County Military Museum (for a summer student). The Foundation is asking if Council will accept these donations from them in the above amounts, issue official tax receipts and provide grants to the Amherst Little League Baseball and the Cumberland County Military Museum.



FINANCIAL IMPLICATIONS:

There would be no financial implications for the Town in this transaction as the grants would be fully offset by donations.

COMMUNITY ENGAGEMENT:

No community engagement is contemplated in carrying out this request. The community engagement occurred between the Amherst Little League Baseball and Cumberland County Military Museum and the Dr. & Mrs. H.E. Christie Community Foundation.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications are anticipated with this business process.

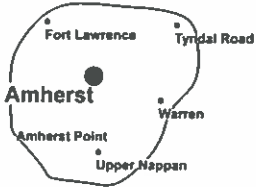
ALTERNATIVES:

1. Decline this request.

ATTACHMENTS:

- Letter from Dr. & Mrs. H.E. Christie Community Foundation re: Amherst Little League.
- Letter from Dr. & Mrs. H.E. Christie Community Foundation re: Cumberland County Military Museum.

Report prepared by: Sarah Wilson, Senior Accountant / Acting Treasurer
Report and Financial approved by:



Christie Fund

Christie - Smith Community Fund

consisting of

The Hugh E. Christie Fund and the Michael D. Smith Fund

administered by

The Dr. & Mrs. H.E. Christie Community Foundation

P.O Box 986, Amherst, Nova Scotia B4H 4E1
Phone:(902)667-9650 E-mail: TCCF@eastlink.ca



Smith Fund

Trustees:

David H. Christie

Morris J. Haugg

Jennifer Brennan

Barry MacLeod

Donna Fitzpatrick

Mark Carter

Linda Macleod

12 May, 2022

Town of Amherst
98 Victoria Street East
Amherst, NS
B4H 1X6

Attn: Sarah Wilson

Dear Sarah,

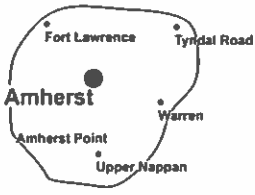
I am writing on behalf of the Dr. & Mrs. H.E. Christie Community Foundation. The Board of Trustees approved a grant of \$5,120.00 to support the Cumberland County Military Museum. James Goodwin from Hicks LeMoine has indicated the town has asked for a letter requesting council consider receiving this grant on behalf of the Museum.

I would ask that you have this request placed on the Agenda for the next Council meeting if possible. I will await their response to this request. I can be reached at 902 667 9650 or email tccf@eastlink.ca

Thank you for your assistance.

Sincerely,

Paul A. Mahaney
Administrator



Christie Fund

Christie - Smith Community Fund

consisting of

The Hugh E. Christie Fund and the Michael D. Smith Fund

administered by

The Dr. & Mrs. H.E. Christie Community Foundation

P.O Box 986, Amherst, Nova Scotia B4H 4E1
Phone:(902)667-9650 E-mail: TCCF@eastlink.ca



Smith Fund

Trustees:

David H. Christie

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Jennifer Brennan

Barry MacLeod

Donna Fitzpatrick

Mark Carter

Linda Macleod

12 May, 2022

Town of Amherst
98 Victoria Street East
Amherst, NS
B4H 1X6

Attn: Sarah Wilson

Dear Sarah,

I am writing on behalf of the Dr. & Mrs. H.E. Christie Community Foundation. The Board of Trustees approved a grant of \$8,000.00 for Amherst Little League Baseball. In the past the Amherst Town Council has received funds for this group.

I would ask that you have this request placed on the Agenda for the next Council meeting if possible. I will await their response to this request. I can be reached at 902 667 9650 or email tccf@eastlink.ca

Thank you for your assistance.

Sincerely,

Paul A. Mahaney
Administrator

SYNOPSIS

MLA Smith-McCrossin

Community Credit Union Business Innovation Center

Lease Agreement

The previous 18-month lease agreement for MLA McCrossin's office space was between the Town and Her Majesty the Queen. The House of Assembly Management Commission now requires office leases to be directly between the MLA and the landlord, therefore the existing lease cannot be renewed, a new lease is required for the office space at CCUBIC.

The term of the new lease agreement, if approved, will be for 40 months retroactive to April 1, 2022 and expiring on July 31, 2025. The leased space includes 528 square feet of dedicated office space, 289 square feet of shared space and use of the boardroom on Wednesday evenings. Apart from the term of the lease and the increases in rent charged, the previous and new lease agreement is essentially unchanged.

MOTION:

That Council approve of the lease agreement between Elizabeth Smith McCrossin, MLA and the Town of Amherst, and further authorize the Mayor and CAO to sign on behalf of the Town.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Aaron Bourgeois, Director of Operations

DATE: June 27, 2022

SUBJECT: MLA McCrossin Community Credit Union Business Innovation Center Lease Agreement

ORIGIN: The lease agreement between Her Majesty the Queen in Right of the Province of Nova Scotia, represented by the Speaker of the House of Assembly (for Elizabeth Smith McCrossin, MLA) located on the main floor of the Community Credit Union Business Innovation Centre (CCUBIC) at 5 Ratchford Street expired on June 30, 2021.

LEGISLATIVE AUTHORITY: Municipal Government Act (MGA), Section 51 concerning the sale or lease of municipal property.

RECOMMENDATION: That Council approve of the lease agreement between Elizabeth Smith McCrossin, MLA and the Town of Amherst, and further authorize the Mayor and CAO to sign on behalf of the Town.

BACKGROUND: The previous 18-month lease agreement for MLA McCrossin's office space was between the Town and Her Majesty the Queen. The House of Assembly Management Commission now requires office leases to be directly between the MLA and the landlord, therefore the existing lease cannot be renewed, a new lease is required for the office space at CCUBIC.

DISCUSSION: The term of the new lease agreement, if approved, will be for 40 months retroactive to April 1, 2022 and expiring on July 31, 2025. The leased space includes 528 square feet of dedicated office space, 289 square feet of shared space and use of the boardroom on Wednesday evenings. Apart from the term of the lease and the increases in rent charged, the previous and new lease agreement is essentially unchanged.

FINANCIAL IMPLICATIONS:

The MLA will pay a monthly lease of \$784.26. plus HST (\$9,411.14 annually). The monthly lease payment is comprised of \$701.41 basic rent for the dedicated and shared space plus \$82.85 monthly for Wednesday evening use of the boardroom. The rent charged will increase annually by 1.5% on April 1





AMHERST TOWN COUNCIL

RFD# 2022034

Date: June 27, 2022

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications as a result of entering into this agreement.

COMMUNITY ENGAGEMENT: There is no community engagement contemplated at this time

ALTERNATIVES:

1. Approve the lease agreement with changes.
2. Refer the lease agreement back to staff for further negotiations with MLA McCrossin.
3. Do not renew the lease and look for other municipal uses for the space.

ATTACHMENTS:

Draft Lease Agreement

Report prepared by: Aaron Bourgeois, Director of Operations
Report and Financial approved by:



BETWEEN

The Town of Amherst

-and-

Elizabeth Smith-McCrossin, MLA

Dated: April 1, 2022

THIS LEASE is made as of the 1st day of April, 2022.

BETWEEN:

THE TOWN OF AMHERST, a municipal corporation in the County of Cumberland

(the "**Landlord**")

OF THE FIRST PART

-and-

Elizabeth Smith-McCrossin, MLA

(the "**Tenant**")

OF THE SECOND PART

WHEREAS the Landlord and Tenant have agreed to enter into a lease for certain premises as more fully described herein; and

THEREFORE in consideration of the respective covenants and agreements herein, the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the Landlord and the Tenant agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- a) "Additional Rent" means all amounts, excluding Basic Rent, payable by the Tenant in accordance with the terms of this Lease;
- b) "Basic Rent" means the basic rent payable by the Tenant pursuant to Section 4.1;
- c) "Boardroom" means that portion of the Building which is marked with a "8" on the plan attached as Schedule "A", and all rights and easements appurtenant ~~to~~

- d) "Building" means the building located at 5 Ratchford Street, Amherst, Nova Scotia and all rights and easements which are or may hereafter be appurtenant thereto;
- e) "Commencement Date" means April 1, 2022, as such may be varied ~~per~~ pursuant to the terms of this Lease;
- f) "Common Areas" means those areas, facilities, utilities, improvements, equipment and installations within, adjacent to or outside the Building which serve or are for the benefit of the Building, which do not comprise part of the Premises and which, from time to time, are not designated or intended by the Landlord to be for the Landlord's exclusive use, and are not designated or intended by the Landlord to be leased to the Tenant or any other tenants of the Building, and which include all corridors, hallways, lobbies and stairwells, all walkways and sidewalks, all landscaped and planted areas, the roof and exterior walls of the Building, exterior and interior structural elements and walls of the Building, common washrooms, all parking and loading areas and all entrances and exits thereto and all structural elements thereof, all access ways, truck courts, driveways, delivery passages, loading docks and related areas, all electrical, telephone, meter, valve, mechanical, mail, storage, service and janitorial rooms, fire prevention, security and communication systems, and generally all areas forming part of the Building which do not constitute rented or rentable premises;
- g) "Dedicated Space" means that portion of the Building which is marked with a "D" on the plan attached as Schedule "A", having a Rentable Area of 528 square feet, more or less, and all rights and easements appurtenant thereto;
- h) "Event of Default" has the meaning set out in Section 14.1;
- i) "Expiry Date" means July 15, 2025, as such may be varied or extended, pursuant to the terms of this Lease;
- j) "Extension Rights" the rights to extend and renew the Term of this Lease, if any, as set out in Schedule "B";
- k) "HVAC Equipment" means heating, ventilating and air-conditioning equipment, facilities and installations;
- l) "Leasehold Improvements" means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant of the Premises;
- m) "Managing Partner" means Cumberland Development Corporation
- n) "Normal Business Hours" means such hours as the Landlord reasonably determines from time to time for the operation of business on or from the Building;

- o) "Permitted Use" means the use of the Premises for the purpose of operating a parliamentary constituency office;
- p) "Premises" means the Dedicated Space together with the Shared Space as illustrated in Schedule "A", having a Rentable Area of 817 square feet more or less, and all rights and easements appurtenant thereto;
- q) "Rentable Area of the Premises" means the Premises measured to the outside surface of the outer building wall and to the center line of any interior walls separating the Premises from adjoining premises intended for leasing or separating the Premises from corridors or other parts of the Common Areas;
- r) "Shared Space" means that portion of the Building which is marked with an "S" on the plan attached as Schedule "A", having a Rentable Area of 289 square feet, more or less, and all rights and easements appurtenant thereto;
- s) "Term" means the period commencing on the Commencement Date and ending on the Expiry Date and, where the context requires, any renewal, extension or overholding thereof;
- t) "Transfer" means an assignment of this Lease in whole or in part, a sublease of all or any part of the premises, any transaction by which any right of use or occupancy of all or any part of the Premises is shared with or conferred on any person, any mortgage, charge or encumbrance of this Lease or the Premises or any part thereof, and any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Premises; and
- u) "Transferee" means any person or entity to whom a Transfer is or is to be made.

1.2 Schedules

The following Schedules form part of this Lease:

Schedule "A" Plan

Schedule "B" Extension Rights

ARTICLE 2 DEMISE AND TERM

2.1 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed, and performed, the Landlord demises and leases to the Tenant and the Tenant rents from the Landlord the Premises. The Tenant accepts the Premises on an "as is" basis.

2.2 Measurement

The Landlord and Tenant acknowledge that the area of the Premises as set out in the Lease is not subject to change or amendment during the term of the Lease.

2.3 Term

The Term shall commence on the Commencement Date and end on the Expiry Date, unless terminated earlier pursuant to the provisions of this Lease.

2.4 Delay in Possession

Should the Tenant be delayed by any fault of the Landlord or any other reason (other than the fault of the Tenant) in taking possession of the Premises on the Commencement Date, then and only then shall the Commencement Date and the Term be postponed for the same number of days that the Tenant is delayed in taking possession of the Premises. The Tenant acknowledges and agrees that such postponement shall be full settlement for any claims it might have against the Landlord for such delay.

2.5 Overholding

If at the expiration of the initial Term or any subsequent renewal or extension thereof, the Tenant shall continue to occupy the Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only and may be terminated by either party on one (1) month's notice. Basic Rent shall be payable as provided herein and the Lease in all other respects shall be as provided herein, so far as applicable, such monthly tenancy.

2.6 Right to Terminate.

At any time during the initial Term or any renewal thereof, either the Landlord or the Tenant may terminate this Lease upon written notice to the other party without obligation or liability, if the member ceases to be a member, with the exception of a thirty (30) day notice to quit in the event of a month-to-month lease as noted in 2.5 above. Such termination notice shall be given at least ninety (90) days prior to the effective date of termination. On the effective date, the Tenant shall deliver up vacant possession of the Premises in accordance with its obligations under this Lease.

ARTICLE 3 RENT

3.1 Covenant to Pay Basic Rent

The Tenant covenants to pay Basic Rent as provided in this Lease.

3.2 Payment Method

The Landlord may at any time, and from time to time, require the Tenant to provide the Landlord either: (a) a series of monthly postdated cheques, each cheque in the amount of the monthly instalment of Basic Rent; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts.

3.3 Rent Past Due

If the Tenant fails to pay any Basic Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1.5%)) and such interest shall be calculated from the time such Basic Rent becomes due until paid by the Tenant.

3.4 Partial Periods

If the Term commences on any day other than the first day of the month or ends on any day other than the last day of the month, Basic Rent for the fractions of a month at the commencement and at the end of the Term shall be calculated on a pro rata basis and shall be payable on the first day of the partial month.

ARTICLE 4 BASIC RENT

4.1 Basic Rent

The Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord, or to such other person or at such other location as the Landlord shall direct by notice in writing, in lawful money of Canada without any prior demand therefor and without any deduction, abatement or set-off whatsoever as annual Basic Rent, the amounts set out in this Section 4.1 payable in equal monthly instalments in advance in the amounts set out in this Section 4.1, plus harmonized sales tax (HST), on the first day of each and every month during the Term:

Period	Per sq. ft.	Per Year	Per Month
April 1, 2022 to March 31, 2023	\$10.30	\$8,416.94	\$701.41
April 1, 2023 to March 31, 2024	\$10.46	\$8,543.19	\$711.93
April 1, 2024 to March 31, 2025	\$10.61	\$8,671.34	\$722.61
April 1, 2025 to July 31, 2025	\$10.77	\$8,801.41	\$733.45

**ARTICLE 5
ADDITIONAL RENT/RENTAL INCREASE**

5.1 Additional Rent

In addition to the Basic Rent reserved in favour of the Landlord, the Tenant shall, throughout the initial Term, excluding any subsequent renewal or extension thereof, pay to the Landlord in lawful money of Canada, without any deduction, abatement or set-off whatsoever, as Additional Rent, the amounts set out in this Section 5.1 payable in equal monthly instalments for Wednesday evening use of the Boardroom in advance in the amounts set out in this Section 5.1, plus harmonized sales tax (HST), on the first day of each and every month during the initial Term:

Period	Per Year	Per Month
April 1, 2022 to March 31, 2023	\$994.20	\$82.85
April 1, 2023 to March 31, 2024	\$1,009.11	\$84.09
April 1, 2024 to March 31, 2025	\$1,024.25	\$85.35
April 1, 2025 to July 31, 2025	\$1,039.61	\$86.63

5.2 Rental Increase

Rent charges will increase effective April 1 of each year by 1.5% starting in 2023.

5.3 Payments Constitute Rent

All of the payments set out in this Lease which are required to be made by the Tenant shall constitute Basic Rent or Additional Rent, and shall be deemed to be and shall be paid as rent, whether or not paid and whether or not any such payments are payable to the Landlord or otherwise, and whether or not as compensation to the Landlord for expenses to which it has been put. The Landlord has all rights against the Tenant for default in payment of Additional Rent that it has against the Tenant for default in payment of Basic Rent.

**ARTICLE 6
UTILITIES AND HVAC**

6.1 Landlord Responsibilities.

The Landlord shall provide power and electricity for the Premises, and sufficient heat and air conditioning to maintain a reasonable temperature in the Premises at all times, except during the making of repairs, which the Landlord covenants to make with reasonable diligence. The Landlord shall provide janitorial services for the Shared Space.

6.2 Additional Utilities

The Tenant shall make arrangements at its own cost and expense, directly with the utility or service supplier in respect of any utilities and services not supplied by the Landlord. The Tenant, at its own cost and expense, shall procure each and every permit, license or other authorization required, and shall comply with the provisions of Article 9 of this Lease pertaining to any work required in respect of such additional utilities and services.

6.3 No Overloading

The Tenant will not install any equipment which would exceed or overload the capacity of the utility facilities in the Premises or the electrical wiring and service in the Building and agrees that if any equipment installed by the Tenant shall require additional utility facilities, such facilities shall be installed, if available, and subject to the Landlord's prior written approval thereof (which approval may not be unreasonably withheld), at the Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance by the Landlord, in writing.

6.4 No Liability

In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the Premises, or to any property of the Tenant or anyone else, for any loss of profits or business interruption, indirect consequential damages, or for any other costs, losses or damages of whatsoever kind arising from any interruption or failure in the supply of any utility or service to the Premises.

ARTICLE 7 CONTROL AND OPERATION BY LANDLORD

7.1 Building Operation and Repair

The Landlord shall operate, maintain and repair the Building, any HVAC Equipment serving the entire building containing the Premises and any other service facilities not within or exclusively serving the Dedicated Space, to the extent required to keep the Building, equipment and facilities in a state of good repair and maintenance in accordance with normal property management standard for a similar building in the vicinity. For greater certainty

- a) The Landlord's obligations shall not extend to any matters that are the responsibility of the Tenant herein; and
- b) The Landlord shall promptly make all repairs to the structural components of the Building.

7.2 Common Areas and Building

The Tenant shall have the right of non-exclusive use, in common with others entitled thereto, for their proper and intended purposes of those portions of the Common Areas intended for common use by tenants of the Building. At times other than during Normal Business Hours, the Tenant and the employees of the Tenant and persons lawfully required communication with the Tenant shall have access to the building only in accordance with the requirements of the Landlord. The Common Areas shall at all times be subject to the exclusive management and control of the Landlord. The Landlord reserves the right to lease part of the Common Areas from time to time, to alter the layout or configuration of and/or reduce or enlarge the size of the Common Areas and/or Rentable Area of the Building, to cease to treat as part of the Building any buildings or lands now forming part of the Building and/or to add additional lands or building to the Building, and to make other changes to the Building as the Landlord shall from time to time reasonably determine.

7.3 Use of Boardroom

The Tenant shall have the right of non-exclusive use, in common with others entitled thereto, for the proper and intended purposes of the Boardroom. The Tenant shall not affect use of the Boardroom without the prior consent of the Managing Partner, which shall not be unreasonably withheld.

ARTICLE 8 USE OF PREMISES

8.1 Use of the Premises

The Tenant acknowledges that the Premises will be used solely for the Permitted Use as set out in Section 1.1(o), and for no other purpose.

8.2 Observance of Law

The Tenant shall, at its own expense, comply with all laws by-laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the Premises or the use or occupation thereof including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters.

8.3 General Indemnity by Tenant

The Tenant shall be liable for and shall indemnify and save harmless the Landlord and its officers, employees and agents from all liabilities, fines, suits, claims, demands and actions, of any kind and nature for which the Landlord or its officers, employees or agents shall or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant of any covenant, term or provision hereof or by reason of any death or injury of any person or any damage or destruction of any property resulting from any act, neglect, or

default on the part of the Tenant or any of its servants, employees, agents, invitees or licensees whatsoever. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death, occurring during the Term of this Lease shall survive the termination of this Lease, anything in this Lease to the contrary notwithstanding.

8.4 Waste, Nuisance, Overloading

The Tenant shall not do or suffer any waste, damage, disfiguration or injury to the Premises, nor permit or suffer any overloading of the floors, roof deck, walls or any other part of the Building, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at or on the Premises.

ARTICLE 9 MAINTENANCE, REPAIRS AND ALTERATIONS

9.1 Maintenance, Repair and Cleaning of Dedicated Space

Except as set out in this Article 9, the Tenant shall, at its own expense and cost, operate, maintain and keep in good and substantial repair, order and condition the Dedicated Space and all parts thereof, save and except repairs required to be made by the Landlord pursuant to Section 7.1. All repairs shall be in all respects equal in quality and workmanship to the original work and materials in the Dedicated Space and shall meet the requirements of all authorities having jurisdiction and the insurance underwriters.

9.2 Inspection and Repair on Notice

The Landlord, its servants, agents and contractors shall be entitled to enter upon the Premises at any time without notice for the purpose of making emergency repairs, and during Normal Business Hours on reasonable prior written notice, for the purpose of inspecting and making repairs, alteration or improvements to the Premises or to the Building. The Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. The Landlord, its servants, agents and contractors may at any time, and from time to time, on reasonable prior written notice, enter upon the Premises to remove any article or remedy any condition which, in the opinion of the Landlord, would likely lead to the cancellation of any policy of insurance. The Landlord shall take reasonable precautions and attempt to schedule such work so as not to unreasonably interfere with the operation of the Tenant's business and to minimize interference with the Tenant's use and enjoyment of the Premises. The Tenant shall promptly affect all repairs necessitated by the Tenant's negligence or willful misconduct or the negligence or willful misconduct of the Tenant's agents, servants, contractor, invitees, employees or others for whom the Tenant is in law responsible.

9.3 Repair where Tenant at Fault

If the Building, including the Premises, or any furnaces, boilers, engines, controls, pipes, and other apparatus used for the purpose of heating or air- conditioning the Building, the water and drainage pipes, the electric lighting, any other equipment or the roof or outside walls of the Building are put in a state of disrepair or are damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees or anyone permitted by it to be in the Building, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant and paid to the Landlord forthwith on demand.

9.4 Alterations

The Tenant will not make or erect in or to the Premises any installations, alterations, additions or partitions without first obtaining the Landlord's prior written consent, which the Landlord shall not unreasonably withhold.

9.5 Signs

The Tenant shall not paint, display, inscribe, place or affix any sign, picture, advertisement, notice, lettering or direction on any part of the outside of the Building or that is visible from the outside of the Building without the prior consent of the Landlord, not to be unreasonably withheld. The Landlord may prescribe a uniform pattern of identification signs for tenants.

9.6 Removal of Improvements and Fixtures

All Leasehold Improvements shall immediately on their placement become the Landlord's property, without compensation to the Tenant. Except as otherwise agreed by the Landlord in writing, no Leasehold Improvements or trade fixtures shall be removed from the Premises by the Tenant, either during or on the expiry or earlier termination of the Term except that:

- a) The Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provide that the Tenant is not in default under this Lease, and at the end of the Term, the Tenant shall remove its trade fixtures; and
- b) The Tenant shall at its sole cost, remove such of the Leasehold Improvements as the Landlord shall require to be removed, such removal to be completed on or before the end of the Term.

9.7 Repair of Damage

The Tenant shall, at its own expense, repair any damage caused to the Building by the Leasehold Improvements or trade fixtures or the removal thereof. In the event that the Tenant fails to remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall, at the option of the Landlord, become the property of the Landlord

and may be removed from the Premises and sold or disposed of by the Landlord and may be removed from the Premises and sold or disposed of by the Landlord in such manner as it deems advisable.

For greater certainty, the Tenant's trade fixtures shall not include any HVAC Equipment serving the Premises or light fixtures. Notwithstanding anything in this Lease, the Landlord shall be under no obligation to repair or maintain the Tenant's installations.

9.8 Surrender of Premises

At the expiration or earlier termination of this Lease, the Tenant shall peacefully surrender and give up to the Landlord vacant possession of the Premises in the same condition and state of repair as the Tenant is required to maintain the Premises throughout the Term and in accordance with its obligations in Section 9.6.

ARTICLE 10 INSURANCE AND INDEMNITY

10.1 Tenant's Insurance

- a) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, general liability insurance with respect to the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than two million dollars (\$2,000,000) or such higher limits as the Landlord may reasonably require from time to time.
- b) All such insurance shall be with insurers and shall be on such terms and conditions as the Landlord reasonably approves. The insurance described in Section 10.1 shall name as loss payee the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord, and shall provide that any proceeds recoverable in the event of damage to Leasehold improvements shall be payable to the Landlord.
- c) The insurance described in Section 10.1 shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Landlord or the Landlord's mortgagees, their contractors, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Landlord, its mortgagees, their contractors, agents or employees. The Tenant shall furnish to the Landlord on written request, certificated of all such policies.

10.2 Tenant Indemnity

The Tenant will indemnify the Landlord and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal

injury and/or damage to or loss of property: (a) arising out of any occurrence in or about the Premises; (b) occasioned or caused wholly in part by any act or omission of the Tenant or anyone for whom it is in law responsible; or (c) arising from any breach by the Tenant of any provision of this Lease.

10.3 Mutual Release

1. Each of the Landlord and the Tenant releases the other and waives all claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible, subject to the following:

- a) Such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party or proceeds which would have been received if the releasing party had obtained all insurance required to be obtained by it under this Lease (whichever is greater) and, for this purpose, deductible amounts shall be deemed to be proceeds of insurance received; and
- b) To the extent that both parties have insurance or are required to have insurance for any occurrence, the Tenant's insurance shall be primary.

2. Notwithstanding the foregoing or anything else herein contained, in no event, whether or not the result of the willful act or the negligence of the Landlord, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Landlord be liable for:

- a) Damage to property of the Tenant or others located on the Premises:
- b) Any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow, or gas which may leak into or issue or flow from any part of the Building or from the water, steam or drainage pipes or plumbing works of the Building or from any other place or quarter;
- c) Any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
- d) Any damage caused by anything done or omitted to be done by any other tenant of the Building; or
- e) Any indirect or consequential damages suffered by the Tenant.

**ARTICLE 11
ASSIGNMENT AND SUBLETTING**

11.1 Assignment and Subletting

The Tenant shall not affect any Transfer without the prior written consent of the Landlord, which may be unreasonably withheld. No consent to any Transfer shall relieve the Tenant from its obligation to pay Basic Rent and to perform all of the covenants, terms and conditions herein contained. In the event of a Transfer, the Landlord may collect Basic Rent or sums on account of Basic Rent from the Transferee and apply the net amount collected to the Basic Rent payable hereunder, but no such Transfer or collection or acceptance of the Transferee as tenant, shall be deemed to be a waiver of this covenant.

11.2 No Advertising

The Tenant shall not advertise that the whole or any part of the Premises is available for assignment or sublease and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landlord. No such advertisement shall contain any reference to the rental rate of the Premises.

11.3 Assignment by Landlord

In the event of the sale or lease by the Landlord of its interest in the Building or any part or parts thereof, and in conjunction therewith the assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease in respect of matters arising from and after such assignment.

11.4 Status Certificate

The Tenant shall, on ten (10) days' notice from the Landlord, execute and deliver to the Landlord and/or as the Landlord may direct a statement as prepared by the Landlord in writing certifying the following: (a) that this Lease is unmodified and in full force and effect, or if modified, stating the modification and that the same is in full force and effect as modified; (b) the amount of Basic Rent then being paid; (c) the dates to which Basic Rent, by instalments or otherwise, and other charges have been paid; (d) whether or not there is any existing default on the part of the Landlord of which the Tenant has notice; and (e) any other information and particulars as the Landlord may reasonably request.

**ARTICLE 12
QUIET ENJOYMENT**

12.1 Quiet Enjoyment

The Tenant, on paying the Basic Rent hereby reserved, and performing and observing the covenants and provisions herein required to be performed and observed on its part, shall

peaceably enjoy the Premises for the Term.

ARTICLE 13 DAMAGE AND DESTRUCTION

13.1 Damage or Destruction to Premises

If the Premises or any portion thereof are damaged or destroyed by fire or by other casualty, Basic Rent shall abate in proportion to the area of that portion of the Premises which, in the opinion of the Landlord's architect or professional engineer, is thereby rendered unfit for the purposes of the Tenant until the Premises are repaired and rebuilt, and the Landlord shall repair and rebuild the Premises. The Landlord's obligation to repair and rebuild shall not include the obligation to repair and rebuild any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant. Basic Rent shall recommence to be payable one (1) day after the Landlord notifies the Tenant that the Tenant may reoccupy the Premises for the purpose of undertaking its work.

13.2 Rights to Termination.

Notwithstanding Section 13.1:

- a) If the Premises or any portion thereof are damaged or destroyed by any cause whatsoever and cannot, in the opinion of the Landlord's architect or professional engineer, be rebuilt within one hundred and twenty (120) days of the damage or destruction, the Landlord may, instead of rebuilding the Premises, terminate this Lease by giving to the Tenant within thirty (30) days after such damage or destruction notice of termination and thereupon rent and other payments hereunder shall be apportioned and paid to the date of such damage or destruction and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord; and
- b) If the Building shall, at any time, be wholly or partially destroyed or damaged (whether or not the Premises have been affected) to the extent that Twenty-five percent (25%) or more of the gross floor area of the Building has become unfit for use, the Landlord may elect, within thirty (30) days from the date of such damage, to terminate this Lease on thirty (30) days' notice to the Tenant, in which event rent shall remain payable until the date of termination (unless it has abated under Section 13.1)

13.3 Certificate Conclusive

Any decisions regarding the extent to which the Premises or any portion of the Building has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord, whose decision shall be final and binding on the parties.

13.4 Insurance Proceeds

Notwithstanding Sections 13.1 and 13.2, in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Building or the Premises, or are not payable to or received by the Landlord, or in the event that any mortgagee or other person entitled thereto shall not consent to the payment to the Landlord of the proceeds of any insurance policy for such purpose, or in the event that the Landlord is not able to obtain all necessary governmental approvals and permits to rebuild the Building or the Premises, the Landlord may elect, on written notice to the Tenant, within thirty (30) days of such damage or destruction, to terminate this Lease, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord.

13.5 Landlord's Work

In performing any reconstruction or repair, the Landlord may effect changes to the Building and its equipment and system and minor changes in the location or area of the Premises. The Landlord shall have no obligation to grant to the Tenant any Tenant's allowances to which it may have been entitled at the beginning of the Term and shall have no obligation to repair any damage to Leasehold Improvements or the Tenant's fixtures.

ARTICLE 14 DEFAULT

14.1 Default and Right to Re-enter

Any of the following constitutes an Event of Default under this Lease:

- a) Any Basic Rent is not paid on the date when it is due;
- b) The Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section after notice in writing from the Landlord to the Tenant:
 - i) The Tenant fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
 - ii) If such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy such breach within ten (10) days of such breach, or thereafter fails to proceed diligently to remedy such breach;
- c) The Tenant becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any propose, an assignment or arrangement

with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Tenant's business or the liquidation of its assets;

- d) A trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant;
- e) The Tenant makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or sublease approved by the Landlord; This Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
- f) The Tenant makes an assignment or sublease, other than in compliance with the provisions of this Lease;
- g) The Tenant abandons or attempts to abandon the Premises or the Premises become vacant or substantially unoccupied for a period of ten (10) consecutive days or more without the consent of the Landlord;
- h) The Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or
- i) Any insurance policy covering any part of the Building is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenant or any person for whom it is legally responsible.

14.2 Default and Remedies

If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- a) To terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case enjoy them as of its former estate, and to remove all persons and property from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant as to whether it is terminating this Lease under this Section 14.2(a) or proceeding under Section 14.2(b) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 14.2 (b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;

- b) To enter the Premises as agent of the Tenant to do any or all of the following:
- i. relet the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine and to receive the rent therefor;
 - ii. take possession of any property of the Tenant on the Premises, store such property at the expense and risk of the Tenant, and sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
 - iii. make alterations to the Premises to facilitate their reletting; and
 - iv. apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Basic Rent, and third, to the payment of Basic Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Basic Rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;
- c) To remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter upon the Premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default. The Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
- d) To recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises; and
- e) To recover from the Tenant the full amount of the current month's Basic Rent together with the next three (3) months' instalments of Basic Rent, all of which shall immediately become due and payable as accelerated rent.

14.3 Distress

Notwithstanding any provision of this Lease or any provision of any applicable legislation, none of the goods and chattels of the Tenant on the Premises at anytime during the Term shall be exempt from levy by distress for Basic Rent in arrears, and the Tenant waives any such exemption. If the Landlord makes any claim against the goods and chattels of the

Tenant by way of distress, this Provision may be pleaded as an estoppel against the Tenant in any action brought to the test the right of the Landlord to levy such distress.

14.4 Costs

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a solicitor-and-client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

14.5 Remedies Cumulative

Notwithstanding any other provision of this Lease, the Landlord, may from time-to-time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease, by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

ARTICLE 15 GENERAL

15.1 Entry

Provided that the Tenant has not exercised any option to extend this Lease as provided herein, the Landlord shall be entitled, at any time during the last three months of the Term:

- a) Without notice to or consent by the Tenant, to place on the exterior of the Premises, the Landlord's usual notice(s) that the Premises are for rent; and
- b) On reasonable prior notice, to enter upon the Premises during Normal Business Hours for the purpose of exhibiting same to prospective tenants.

The Landlord may enter the Premises at any time during the Term on reasonable notice for the purpose of exhibiting the Premises to prospective purchasers or for the purpose of inspecting the Premises.

15.2 Force Majeure

Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its

reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 15.2 shall not under any circumstance operate to excuse the Tenant from prompt payment of Basic Rent and/or any other charges payable under this Lease.

15.3 Effect of Waiver or Forbearance

No Waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Basic Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at any time of the acceptance of such Basic Rent. All Basic Rent and other charges payable by the Tenant to the Landlord hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Tenant waives the benefit of any statutory or other right in respect of abatement or set-off in its favour at the time hereof or at any future time.

15.4 Notices

Any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out below, as applicable, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received on delivery of the same or on the third business day following the mailing of same, as the case may be. Each party may, by notice in writing the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

To the Landlord (to the Attention of the CAO) at the following address:

98 East Victoria Street, Amherst NS, B4H 1X6

To the Tenant at the address of the Premises or the following address:

5 Ratchford Street, Amherst NS, B4H 1X2

Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption of the service of the Canada Post Office shall be deemed to have been received only if delivered personally or sent by prepaid courier.

15.5 Registration

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant (including any Transferee) shall register this Lease or any Transfer against the Building. The Tenant may register a notice or caveat of this Lease provided that: (a) a copy of the Lease is not attached; (b) no financial terms are disclosed; (c) the Landlord gives its prior written approval on the notice or caveat; and (d) the Tenant pays the Landlord's reasonable costs on account of the matter. The Landlord may limit such registration to one or more parts of the Building. Upon the expiration or earlier termination of the Term, the Tenant shall immediately discharge or otherwise vacate any such notice or caveat. If any part of the Building which, in the opinion of Landlord, is surplus is transferred, the Tenant shall forthwith, at the request of the Landlord, discharge or otherwise vacate any such notice or caveat as it relates to such part. If any part of the Building is made subject to any easement, right-of-way or similar right, the Tenant shall immediately, at the request of the Landlord, postpone its registered interest to such easement, right-of-way or similar right.

15.6 Number, Gender, Effect of Headings

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and vice versa. The division of this Lease into Articles and Sections and the insertion of heading are for convenience of reference only and shall not affect the construction or interpretation of this Lease.

15.7 Severability

If any Article or Section or part or parts of an Article or Section in this Lease is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on the Landlord and the Tenant as though such Article or Section or part or parts thereof had never been included in this Lease.

15.8 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in anyway affecting or relating to this Lease, save as expressly set out or incorporated by reference herein and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

15.9 Successors and Assigns

The rights and liabilities of the parties shall ensure to the benefit of their respective heirs,

executors, administrators, successors and assigns, subject to any requirement for consent by the Landlord hereunder.

15.10 Confidentiality

The contents, terms and conditions of this Lease shall be kept strictly confidential by the Tenant. The Tenant shall not, under any circumstance, discuss or reveal the details of this Lease with any arm's-length parties including, but not limited to, any other tenants in the Building, prospective tenants, real estate agents or others except the Tenant's legal and financial advisors, any bona fide Transferee, and except as may be required by law.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the day and year first above written

THE TOWN OF AMHERST

Witness

Jason MacDonald
Chief Administrative Officer

Witness

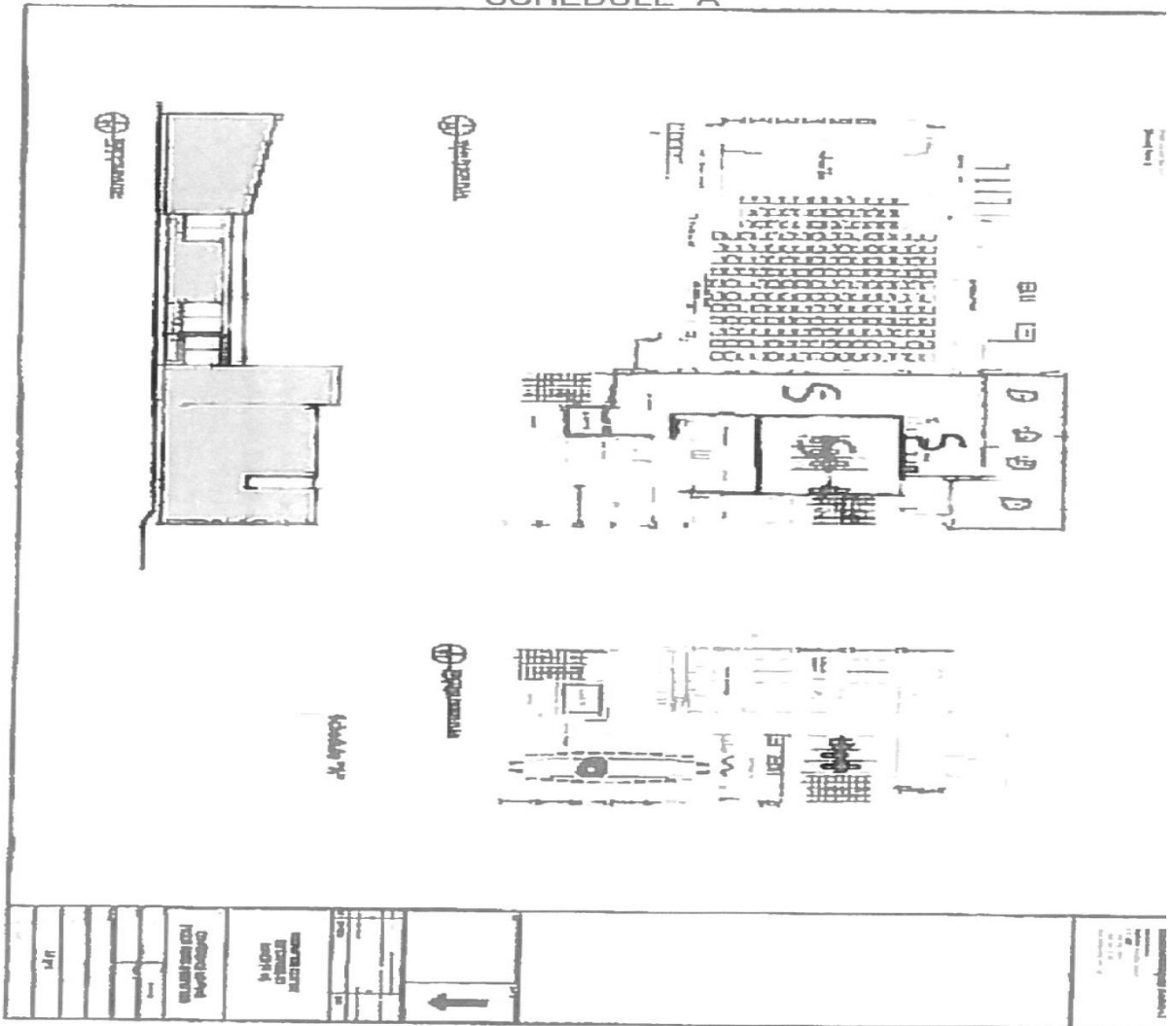
David Kogon
Mayor

We have the authority to bind the Landlord

Witness

Elizabeth Smith McCrossin, MLA
Tenant

SCHEDULE "A"



SCHEDULE "B"
EXTENSION RIGHTS

Provided that the Tenant is not then in default under the terms of the Lease, the Landlord, at the expiration of the Term, and upon the Tenant's written request to extend the Term of the Lease, mailed by registered post, to or delivered to the Landlord and received by the Landlord at least three (3) months prior to the expiration of the initial Term, shall grant to the Tenant an extension of the Term for one (1) further term of two (2) years or for such other term as mutually agreed upon by the Landlord and the Tenant (the "Extended Term") upon the same terms and conditions except that there shall be no further right to extend the Term and except as to Basic Rent, which shall be negotiated; provided, however, that the Landlord shall be entitled to deny the extension of the Term if, at the time the Landlord has received the Tenant's written request to extend the Term, the Landlord has commenced plans to redevelop the Building whether by way of retention of architects and planners or any means whatsoever

SYNOPSIS

Cumberland Business Connector Agreement

The existing five-year agreement for the Cumberland Business Connector expired on March 31, 2022. Negotiations have taken place and the Liaison and Oversight Committee is recommending that the attached new agreement be approved.

The new three-year agreement is an improvement over the previous one as it improves communication and strengthens the relationship between the Town and the Connector. Specifically, the new agreement allows for increased input into the Connector's priority setting processes via the Liaison and Oversight Committee as well as increased municipal input through Councillor participation in their strategic priority setting session. A new reporting structure is also included in the new agreement.

As the Town of Oxford has very recently provided notification that they will no longer be participating in the Connector the final agreement will include editorial amendments to remove reference to that municipal unit. This does not change the funding requirements or oversight responsibilities of the Town of Amherst.

MOTION:

That Council approve of the attached agreement (including editorial amendments to remove reference to the Town of Oxford) between the Town, the Municipality of the County of Cumberland and the Cumberland Business Connector and authorize the Mayor and CAO to sign on the Town's behalf.



AMHERST TOWN COUNCIL

RFD# 2022047

Date: June 27, 2022

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Jason MacDonald, CAO

DATE: June 27, 2022

SUBJECT: Cumberland Business Connector Agreement

ORIGIN: Expiry of the existing agreement.

LEGISLATIVE AUTHORITY: MGA 60(1) A municipality or a village may agree with one or more municipalities, villages, service commissions, the Government of the Province or of Canada or a department or agency of either of them or a band council pursuant to the *Indian Act (Canada)* to provide or administer municipal or village services.

RECOMMENDATION: That Council approve of the attached agreement between the Town, the Municipality of the County of Cumberland and the Cumberland Business Connector and authorize the Mayor and CAO to sign on the Town's behalf.

BACKGROUND: The existing five-year agreement for the Connector expired on March 31, 2022. Negotiations have taken place and the Liaison and Oversight Committee is recommending that the attached agreement be approved.

On June 6th we received notification that the Town of Oxford will be opting out of the Connector. This decision is based on their need to save the \$10,000 they contribute to the organization.

DISCUSSION: The new three-year agreement is an improvement over the previous one as it improves communication and allows for more municipal input into the Connector's strategic priorities. There was some discussion on including municipal representatives on the Connector Board however this is in direct conflict with 'arms length' model of the Connector and other Regional Economic Networks in the province. More importantly, it would require changes to the Connector's incorporation documents which could not be undertaken easily, or in a timely manner. However, the new agreement does allow for increased input into the Connector's priority setting processes via the Liaison and Oversight Committee as well as Councillor participation in their strategic priority setting session.

FINANCIAL IMPLICATIONS: The Town pays the Connector \$67,536 per year. We also provide about \$20,000 in in-kind services through office space at the Credit Union Business Innovation Centre.



SOCIAL JUSTICE IMPLICATIONS: No direct implications, however the Connector strives to improve the business climate and support new and expanding businesses in the area, thus improving the financial opportunities for all.

ENVIRONMENTAL IMPLICATIONS: None

COMMUNITY ENGAGEMENT: None

ALTERNATIVES: (1) Do not enter into the agreement and which will bring an end the Connector. (2) Suggest further changes to the agreement

ATTACHMENTS: Proposed agreement.

Report prepared by:

Report and Financial approved by:

INTERMUNICIPAL AGREEMENT

This Agreement, sets for a framework for the funding, and funding conditions, for an economic development society, dated this ____ day of _____, 2022, among:

The **Town of Amherst**, a municipal body corporate pursuant to Section 8 of the *Municipal Government Act (the “MGA”)*;

AND

The **Town of Oxford**, a municipal body corporate pursuant to Section 8 of the *MGA*;

AND

The **Municipality of the County of Cumberland**, a municipal body corporate pursuant to Section 8 of the *MGA*;

(Collectively, the “Municipalities”)

AND

Cumberland Business Connector a society registered under the *Societies Act*

(Hereinafter called the “Society”)

WHEREAS the Municipalities are partners in regional economic development in Cumberland County;

AND WHEREAS the Municipalities wish to partner to ensure regional economic development strategies that consider assets, business community, sector strengths and regional opportunities and challenges, and that take into account provincial and regional priorities;

AND WHEREAS Section 57 of the *MGA* provides authority for municipalities pay grants to a body corporate for the purpose of promoting the municipality or any part of the municipality and the surrounding areas as a location for institutions, industries and businesses;

AND WHEREAS economic development is a service which municipalities in Nova Scotia are empowered to provide under the *MGA*;

AND WHEREAS the Municipalities have agreed to support the creation of the Society as a body corporate, that will take on responsibility for guiding some aspects of economic development in Cumberland County;

AND WHEREAS the Municipalities wish to set out the terms and conditions for their funding of the Society, and for certain matters related thereto;

NOW THIS AGREEMENT WITNESETH that in consideration of the mutual covenants herein contained for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipalities and the Society agree as follows:

1. Definitions

In this Agreement:

- a) "Audit Committee" means the Audit Committee for the Society, as appointed by the Liaison and Oversight Committee hereunder;
- b) "Auditor" means a certified accountant who is appointed by the Audit Committee to audit the financial affairs of the Society;
- c) "Board of Directors" means the Board of Directors of the Society;
- d) "Federal Government" means her Majesty the Queen in right of Canada, as represented by various federal ministries and governmental agencies;
- e) "Fiscal year" means the Society's fiscal year, which shall be a twelve (12) month period commencing on April 1 of every year and ending on March 31 of every subsequent year;
- f) "GAAP" means Canadian generally accepted accounting principals, as established from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, or any successor institutes, applicable as at the relevant date, and applied on a consistent basis;
- g) "Liaison and Oversight Committee" means the Liaison and Oversight Committee of the Society, as established hereunder;

- h) “Operating Costs” means the costs associated with operating and administering the Society;
- i) “Province” means Her Majesty the Queen in right of the Province of Nova Scotia, as represented by various provincial ministries and governmental agencies, including the Ministry of Service Nova Scotia and Municipal Relations;
- j) “Recruitment and Nominating requirements” means the Recruitment and Nominating process of the Society;
- k) “Uniform Assessment” has the same meaning as in the *Municipal Grants Act*, R.S.N.S. 1989, c. 302, as amended from time to time.

2. Establishment of the Cumberland Business Connector Society

- a. The Municipalities hereby agree to support the formation of a body corporate, known as the Cumberland Business Connector Society (the “Society”), upon terms and conditions set out in this Agreement.
- b. The Society will be incorporated pursuant to the *Societies Act*. R.S., c. 435.

3. Core Activities

The Core activities of the Society are to:

- Develop, implement, and monitor a regional economic development strategy that is reflective of provincial and regional economic development priorities. The strategy should consider assets, business community, sector strengths, and regional challenges and opportunities. The strategy should also attempt to align with provincial priorities in order to maximize the Society’s leverage of programs, policies and services.
- Cultivate close working relationships with the business community and work with key partners to support the development and attraction of new businesses and retain and expand existing businesses. The Society will support local businesses in navigating, and making referrals to, programs and services.
- Inform partners and stakeholders about local business climate conditions as well as regional challenges and opportunities. The Society will work with partners and stakeholders to provide investment readiness and labour market information.

4. Powers

It is recognized that as a Society registered under the laws of Nova Scotia, the Society shall have all the powers set out in section 10 of the *Societies Act*.

5. Funding

- a) The Municipalities agree to fund the Society's operations based on an annual budget contribution towards operating costs of \$180,000. This annual amount shall increase by the Consumer Price Index annually throughout the term of this Agreement unless the Municipalities and the Society agree otherwise in writing, or this Agreement is terminated. The annual budget shall divide among the Municipalities as follows:
 - i. In 2022-23 the Town of Oxford will provide funding in the amount of \$10,000.
 - ii. The Municipality of the County of Cumberland will provide funding in the amount of \$10,000 to cover the share that the Municipalities agreed would be requested of the Town of Parrsboro, such request not being made due to the dissolution of the Town.
 - iii. In 2022-23 the remaining budget amount of \$160,000 will be divided between the Town of Amherst and the Municipality of the County of Cumberland based on a weighted average basis with 50% of the weight being assigned to commercial assessment and 50% of the weight being assigned to population. This calculation shall not include the commercial assessment or population of Parrsboro. Commercial Assessment and Population data related to Parrsboro will be accessed from PVSC and Statistics Canada for the Parrsboro sub-division.
 - iv. The Town of Amherst will provide office space (Community Credit Union Business Innovation Centre) and accounting support in addition to the direct financial contribution. This in-kind contribution is valued at \$20,000 annually and its valuation will increase in line with the Consumer Price Index each year.
 - v. Unless otherwise agreed upon by the parties in writing, it is understood and agreed that the Society will not now or at any time in the future hire existing or former staff of any of the Municipalities and that the Municipalities will

not now or in the future hire any staff that the Society may employ or has employed.

- vi. This agreement shall be for 3 years. Discussion with respect to the renewal of this agreement or future agreements shall commence at least 18 months prior to the expiry of this agreement.
- vii. This Agreement will remain binding and in force until receipt of formal written notice by either of the Municipality or the Society. Notice to terminate the agreement will be given at least 12 months in advance.

6. Budget and Revenue

For all fiscal years after the initial year:

- a) The Liaison and Oversight Committee created pursuant to part 7 of this Agreement shall confirm to the Society the amount of revenue that will be received by the Society for the coming fiscal year by January 31st.
- b) On or before March 1st, the Board of Directors of the Society (the “Board”) shall approve a budget and business plan for the Society for the coming fiscal year. The budget and business plan shall be submitted to the Liaison and Oversight Committee for their information.
- c) The budget shall include the anticipated Operating Costs, revenues, funding contributions from each of the Municipalities and all other sources, any deficit or surplus from the preceding fiscal year, and such other information as may be required from time to time.
- d) The budget shall be prepared in accordance with GAAP and FRAM, funding contracts and the Society’s own financial policies.

7. Liaison and Oversight Committee

The Municipalities shall create and appoint members to a Liaison and Oversight Committee which shall consist of the Chief Administrative Officer of each of the Municipalities, or their designate and the Mayor of each municipality. One person shall be appointed by the Nova Scotia Department of Municipal Affairs, as a voting member; and one person appointed by the Nova Scotia Department of Labour and Advanced Education, as a non-voting member.

a) The main functions of the Liaison and Oversight Committee shall be:

i. Strategic input to the Board – Providing advice and input to the Board to assist with its regional economic development strategy;

In January of each year a Strategic Planning Session will be held to review the Joint CED Strategy as well as emerging economic issues. This session will identify key priorities for each Municipality, and for the Connector, to work on in the subsequent year. Attendees will include:

- Liaison and Oversight Committee Members
- Additional councillor from each municipality
- Executive Board Members of the Cumberland Business Connector
- Municipal Business Development Officers
- Connector CEO and Business Development Officer

ii. Accountability for outcomes – Ensuring that the Board achieves the goals it establishes in its regional economic development strategy;

iii. Financial Accountability – Ensuring that the Society has excellent financial management;

iv. Self-Governance – Ensuring that the Society follows and publishes its own rules of governance;

v. Communication – Ensuring excellent communication, feedback and strong linkages between the Board, the Municipalities and the general public;

vi. Reviewing and recommending to the Municipalities the regional economic development strategy of the Society;

vii. Monitoring and evaluating the implementation of the regional economic development strategy; and

viii. Informing the Municipalities as to the outcomes of the recruitment and nominating process and the names of the new board members when changes occur.

b) Members of the Liaison and Oversight Committee are responsible for:

i. Reporting on the Society's progress to their respective Councils;

- ii. Communicating their respective Councils' thoughts on the Society's progress to the Board;
 - iii. Communicating their respective Councils' annual priorities to the Society annually for their planning process;
 - iv. Soliciting the approval of their respective Councils for continuation of funding to the Society.
- c) The Liaison and Oversight Committee shall meet at-least twice a year with the Society Board on matters of governance.
 - d) The Liaison and Oversight Committee shall meet with the CAO of the Society at least 4 times per year on matters related to operations.
 - e) Decisions of the Liaison and Oversight Committee shall be made by consensus.
 - f) All meetings of the Liaison and Oversight Committee require a quorum consisting of three quarters (75%) of its total membership. If a quorum is not present, no business may be transacted at a meeting of the Liaison and Oversight Committee.
 - g) Expenses of the Liaison and Oversight Committee shall be provided by the Society as approved within the budget.

8. Communications with Municipalities

In addition to the communication responsibilities of the Liaison and Oversight Committee set out in Section 7, the Cumberland Business Connector society shall:

- a. Provide in-person updates to municipal Councils three times per year. This will focus on progress being made on the objectives listed in the regional Joint Community Economic Development Strategy. These will take place in April, October, and January. At least two of these updates will be presentations to the Joint Councils. One update will be presented to each council individually.
- b. Monthly written reports to be provided to council.
- c. A digital or printed copy of the Annual Report will be provided to each of the municipal councillors in June. Municipal councils are also invited to the Annual General Meeting in June.
- d. In order to ensure alignment of economic development work, the CEO will meet at least quarterly with:

- i. Senior management and Economic Development staff at the Municipality of the County of Cumberland
- ii. Senior management and Economic Development staff at the Town of Amherst
- iii. The Oxford Community Economic Development Committee.

9. Audit Committee

- a) An Audit Committee shall be appointed annually by the Liaison and Oversight Committee and shall consist of the following members:
 - i. two Society Board members;
 - ii. the members of the Liaison and Oversight Committee; and
 - iii. the CEO (ex officio) of the Society.

- b) The Audit Committee shall be responsible for:
 - i. appointing the Auditor;
 - ii. conducting a detailed review of the financial statements of the Society with the Auditor on an annual basis;
 - iii. evaluating the adequacy of the internal control systems of the Society;
 - iv. reviewing the conduct and adequacy of the audit;
 - v. investigating such matters arising out of the audit as may appear on the Audit Committee to require investigation;
 - vi. any other matters determined by the Liaison and Oversight Committee and the Board.

- c) In carrying out their duties, the Auditor and the Audit Committee shall have unrestricted access to all activities, records, property, and personnel of the Society.
- d) The Audit Committee shall, on an annual basis, appoint a Chair and a Vice-Chair.
- e) The Audit Committee Chair and Vice-Chair shall have written position descriptions.
- f) The Audit Committee shall have written terms of reference that set out its roles and responsibilities.
- g) The Audit Committee shall meet at least twice per year or as deemed necessary.
- h) All meetings of the Audit Committee shall require a quorum of 50%. If a quorum is not present, no business may be conducted at the meeting.

- i) Audit Committee members must be financially literate and at least one member must have accounting or related financial management expertise.
- j) Members of the Audit Committee are independent from the external auditors.
- k) The Audit Committee annually reviews its terms of reference and assesses its effectiveness in meeting the needs of the Board of Directors.
- l) The external auditor reports directly to the Committee, not to Society management.
- m) The Audit Committee must have an auditor independence policy and must pre-approve all non-audit services to be provided by the external auditor.
- n) The Audit Committee shall meet from time to time with the external auditors without management present.
- o) Decisions and recommendations of the Audit Committee will be made by consensus.
- p) The Audit Committee shall review any proposed changes to the roles and duties of the organization's CEO or financial support person.
- q) The Audit Committee has the authority to engage independent counsel and other advisors, with prior approval from the Board.

10. Board Recruitment

- a) Society commits to implementing a rigorous board recruitment process to include the following components:
 - a. A Nominating Committee will be established consisting of no more than 5 members consisting of both Society Board Members and persons with expertise from the Cumberland Region who are committed to a structured approach to board recruitment. Board recruitment and development are to be considered a year-round process.
- b) Position Descriptions for board members shall be established and should include:
 - i. Member's duties and responsibilities
 - ii. Qualifications Skill set requirements for a Member
 - iii. Authority of the Members
 - iv. General responsibilities of Members
 - v. Expected term of Members
 - vi. Time Commitment for a Member
 - vii. Legal responsibilities of a Member
- c) Recruitment of Candidates for Board Membership
 - i. Maintaining an ongoing data base of potential candidates through referrals or suggestions by colleagues or other Board Members.
 - ii. Development of a Board Member application available on-line to interested parties.

- iii. Publicize for expressions of interest annually to encourage new member participation.
- iv. Every effort must be made to ensure geographic representation from all of Cumberland County.

d) Selection Process

- i. Develop an application form for recruitment of Board Members to ensure consistent information.
- ii. Screen the application based on the Society's requirements and level of commitment expressed.
- iii. The screening process may include an interview component to ensure the applicant and organization fully understands each other and will be a good fit.
- iv. Reference checks may be required to confirm information provided by the applicant.
- v. Once successful candidates are selected, confirmation of the candidates and the rationale for appointment should be provided to the Liaison and Oversight Committee.
- vi. Successful candidates shall be formally notified and invited to join the board with specifics on expectations and term.
- vii. An orientation process shall be established for new board members to ensure they become aware of how the Society works. Topics for orientation shall include: Overview or organization, structure, position descriptions, strategic plan, board minutes, relationship to staff and relationship to funders.

Signed Sealed and Delivered)
In the presence of:)
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)

TOWN OF AMHERST:
Per:

Dated: _____

SYNOPSIS

Community Navigator Position

The Town has been working with the Municipality of the County of Cumberland as well as the Cumberland Physician Recruitment Committee (CPRC), Cumberland Physician Retention and Appreciation Committee (CPRAC) and the Cumberland Health Professionals Recruitment and Retention Committee (CHPRRC) to develop a framework and funding for a Community Navigator position.

The Community Navigator will act as the primary touch point between the community, local physicians, allied health professionals and businesses to engage, support and encourage physician integration and retention in the Cumberland region. The Navigator will be an employee of the Town of Amherst and be funded jointly by the Town and the Municipality of Cumberland County. The Navigator will sit on all three of the above noted Committees, and the Committees will serve as consultative support for the Navigator in relation to: (a) recruitment / retention initiatives advice, and (b) hands on support for work as requested and coordinated by the Navigator.

MOTION:

That Council approve of the attached agreements for the Community Navigator and authorize the Mayor and CAO to sign on the Town's behalf.



AMHERST TOWN COUNCIL

RFD# 2022048

Date: June 27, 2022

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Jason MacDonald, CAO

DATE: June 27, 2022

SUBJECT: Community Navigator Agreements

ORIGIN: 2022/23 Operating Budget

LEGISLATIVE AUTHORITY: MGA 60(1) A municipality or a village may agree with one or more municipalities, villages, service commissions, the Government of the Province or of Canada or a department or agency of either of them or a band council pursuant to the *Indian Act (Canada)* to provide or administer municipal or village services.

RECOMMENDATION: That Council approve of the attached agreements for the Community Navigator and authorize the Mayor and CAO to sign on the Town's behalf.

BACKGROUND: The Town has been working with the Municipality of the County of Cumberland as well as the Cumberland Physician Recruitment Committee (CPRC), Cumberland Physician Retention and Appreciation Committee (CPRAC) and the Cumberland Health Professionals Recruitment and Retention Committee (CHPRRC) to develop a framework and funding for a Community Navigator position.

DISCUSSION: The Community Navigator will act as the primary touch point between the community, local physicians, allied health professionals and businesses to engage, support and encourage physician integration and retention in the Cumberland region. The Navigator will be an employee of the Town of Amherst and be funded jointly by the Town and the MCC. The Navigator will sit on all three committees and the committees will serve as consultative support for the Navigator in relation to: (a) recruitment / retention initiatives advice, and (b) hands on support for work as requested and coordinated by the CN.

FINANCIAL IMPLICATIONS: Two-year commitment totalling \$100,000 to be paid for out of the Town's operational reserve, as identified in the recently approved operational budget.

SOCIAL JUSTICE IMPLICATIONS: As this position is 100% devoted to physician and allied health care professional recruitment and retention, the social justice implications are profound.

ENVIRONMENTAL IMPLICATIONS: None



COMMUNITY ENGAGEMENT: This position will engage the community in a number of ways during the two-year term.

ALTERNATIVES: Do not enter into the agreement

ATTACHMENTS: Proposed agreements

Report prepared by:

Report and Financial approved by:

MEMORANDUM OF UNDERSTANDING (MOU)

Made in duplicate

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

- AND -

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

(Collectively referred to as the “**Parties**”)

WHEREAS the Parties have a common interest in the recruitment and retention of physicians in the Cumberland Region;

AND WHEREAS the Parties have a common interest in supporting the recruitment and retention of other allied medical professionals in the Cumberland Region;

AND WHEREAS the Parties are desirous of providing these services in a cooperative manner;

NOW THEREFORE TOA and MCC AGREE AS FOLLOWS:

GENERAL

1. This MOU applies to and for the benefit of TOA and the MCC;
2. The MOU will outline the various responsibilities for the TOA, MCC and Community Navigator position.
3. The TOA will be responsible for:
 - a. The hiring of the Community Navigator (CN) for a two-year term whom will provide Community Navigator services for the entire Cumberland Region, including all health care facilities within Cumberland County;
 - b. The CN will be a term employee of the TOA and subject to all usual TOA employees policies, procedures, etc.;
 - c. Provision of an office space, computer equipment, cell phone and other usual supplies / equipment provided by TOA;

- d. The TOA, through the CN will provide the following specific community navigation services:

Recruitment

- Promote the Town of Amherst and Municipality of the County of Cumberland to healthcare professionals as a great place to live, work and play.
- Identify and attend recruitment events; support NS Health Authority recruiters by facilitating local tours for interested medical professionals.
- Organize and create promotional material, and community/facility profiles for our area.
- Coordinate activities that will complement existing recruitment and settlement programs.
- Maintain a continual positive social presence concerning physician recruitment.

Retention

- Establish and maintain connections with local physicians. Reach out to existing healthcare professionals in the region to discuss needs, gaps and challenges.
- Arrange and attend events for residents, medical students and newcomers such as dinners, outings, welcome events etc.
- Create opportunities for healthcare professionals to connect with other families / people in the area of similar interests.
- Participate in physician recognition events.
- Survey physicians on an annual basis – obtain recommendations, take action and follow-up.

Engagement and Community Navigation

- Facilitate the smooth transition of the provider and their families to the community; assist with identification of local resources which may include providing connections to community recreational activities, community

clubs, support groups, religious facilities, housing supports, school officials etc.

- Participate in networking initiatives including participation in provincial/regional committees to identify common issues and solutions.
- Establish community connections: build and maintain relationships with government, businesses and community stakeholders to aid in achieving the goals of the recruitment and retention program.

FUNDING

4. Funding for the services will be as per the following formula:

- TOA 50%
- MCC 50%

5. Costs for the service are detailed in Schedule “A”

6. External funding opportunities will be pursued. Any additional funding will be used to offset the costs to the municipal units as per the above funding formula.

7. The CAO’s may agree, in writing, to increase the budget to reflect the amount of any external funding obtained for specific projects at their sole discretion.

GOVERNANCE

8. This MOU and the Navigator Position will be governed by each municipalities CAO or designate.

9. The CAO’s or designates will meet semi-annually to review the activities and governance of the MOU and associated services.

10. The CN will not perform any work for either party outside of the scope of this agreement.

REPORTING

11. The Community Navigator shall submit a monthly report to the Municipal CAO’s.

12. It will be the responsibility of the CAO’s to arrange for the distribution of the report to the respective Councils.

13. The Community Navigator will be available to present to the Councils and respond to questions with respect to the report if so requested by the Councils.

TERMINATION

14. This agreement is in effect for a period of 24 months from the hiring of the Community Navigator.

15. Should this agreement be terminated prior to 24 months; the terminating party shall be responsible for any costs of termination of employees resulting from the termination of this MOU on a basis pro rata to the funding formula set out in herein.

16. This agreement will be reviewed by the Parties 6 months prior to termination to determine the need / desirability and conditions of any extension of the MOU.

Town of Amherst:

Jason MacDonald, MCIP, LPP
Chief Administrative Officer

David Kogon, MD
Mayor

Municipality of Cumberland:

Gregory D. Herrett, CPA, CA
Chief Administrative Officer

Murray Scott
Mayor

SCHEDULE "A"

Estimated Costs for Year One

Salary	\$62,314
Benefits (20%)	\$12,462
Sub Total	<u>\$74,776</u>

Computer / Phone etc.	\$3,000
Local Travel (within Cumberland)	\$3,000
Meeting Expenses	\$3,000
Recruitment Travel	\$3,000
Meetings Travel (within NS)	\$2,000
Promotional Material	\$6,224
Advertisements	\$5,000

Total **\$100,000**

Estimated Costs for Year Two

Salary	\$65,981
Benefits (20%)	\$13,196
Sub Total	<u>\$79,177</u>

Local Travel (within Cumberland)	\$3,000
Meeting Expenses	\$3,000
Recruitment Travel	\$3,000
Meetings Travel (within NS)	\$2,000
Promotional Material	\$4,823
Advertisements	\$5,000

Total **\$100,000**

MEMORANDUM OF UNDERSTANDING (MOU)

Made in duplicate

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

- AND -

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

- AND -

Cumberland Physician Recruitment Committee (CPRC)

- AND -

Cumberland Physician Retention and Appreciation Committee (CPRAC)

- AND -

Cumberland Health Professionals Recruitment and Retention Committee (CHPRRC)

(Collectively referred to as the “Parties”)

WHEREAS the Parties have a common interest in the recruitment and retention of physicians in the Cumberland Region;

AND WHEREAS the Parties have a common interest in supporting the recruitment and retention of other allied medical professionals in the Cumberland Region;

AND WHEREAS the Parties are desirous of providing these services in a cooperative manner;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

GENERAL

1. The Community Navigator (CN) will provide physician and allied health care professionals recruitment and retention services as outlined in this MOU.
2. The CN will sit on the CPRC, CPRAC and CHPRRC.
3. The CPRC, CPRAC and CHPRRC will serve as consultative support for the CN for:
(a) recruitment / retention initiatives advice, and (b) hands on support for work as requested and coordinated by the CN.
4. The CPRC, CPRAC and CHPRRC will continue to provide support to recruitment/retention work but will do so in coordination with the CN.
6. The TOA and MCC will be responsible for:
 - a. The hiring of the Community Navigator (CN) for a two-year term whom will provide Community Navigator services for the entire Cumberland Region, including all health care facilities within Cumberland County;
 - b. The CN will be a term employee of the TOA and subject to all usual TOA employees policies, procedures, etc.;
 - c. The TOA and MCC, through the CN will provide the following specific community navigation services:

Recruitment

- Promote the Town of Amherst and Municipality of the County of Cumberland to healthcare professionals as a great place to live, work and play.
- Identify and attend recruitment events; support NS Health Authority recruiters by facilitating local tours for interested medical professionals.
- Organize and create promotional material, and community/facility profiles for our area.
- Coordinate activities that will complement existing recruitment and settlement programs.
- Maintain a continual positive social presence concerning physician recruitment.

Retention

- Establish and maintain connections with local physicians. Reach out to existing healthcare professionals in the region to discuss needs, gaps and challenges.
- Arrange and attend events for residents, medical students and newcomers such as dinners, outings, welcome events etc.
- Create opportunities for healthcare professionals to connect with other families / people in the area of similar interests.
- Participate in physician recognition events.
- Survey physicians on an annual basis – obtain recommendations, take action and follow-up.

Engagement and Community Navigation

- Facilitate the smooth transition of the provider and their families to the community; assist with identification of local resources which may include providing connections to community recreational activities, community clubs, support groups, religious facilities, housing supports, school officials etc.
- Participate in networking initiatives including participation in provincial/regional committees to identify common issues and solutions.
- Establish community connections: build and maintain relationships with government, businesses and community stakeholders to aid in achieving the goals of the recruitment and retention program.

FUNDING

7. The TOA and MCC will fund 100% of the cost of the service. The CN will be responsible to the TOA CAO to on all budget matters.

8. External funding opportunities will be pursued. Any funding will be used to offset the costs to the municipal units as per the above funding formula.

9. The CAO's may agree, in writing, to increase the budget to reflect the amount of any external funding for specific projects at their sole discretion. This would include any additional funding provided by the CPRC, CPRAC and CHPRRC.

GOVERNANCE

10. The CM is an employee of the Town of Amherst, reporting to the CAO or designate, and is subject to all usual policies and procedures of the TOA.

REPORTING

11. The Community Navigator shall submit a monthly report to the Municipal CAO's.

TERMINATION

12. This agreement is in effect for a period of 24 months from the hiring of the Community Navigator.

13. This agreement will be reviewed by the Parties 6 months prior to termination to determine the need / desirability and conditions of any extension of the MOU.

Town of Amherst:

Jason MacDonald, MCIP, LPP
Chief Administrative Officer

David Kogon, MD
Mayor

Municipality of Cumberland:

Gregory D. Herrett, CPA, CA
Chief Administrative Officer

Murray Scott
Mayor

Cumberland Physician Recruitment and Retention Committee:

Committee Chair

Cumberland Healthcare Professionals Retention Committee:

Committee Chair

SCHEDULE "A"

Estimated Costs for Year One

Salary	\$62,314
Benefits (20%)	\$12,462
Sub Total	<u>\$74,776</u>

Computer / Phone etc.	\$3,000
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Recruitment Travel	\$3,000
Meetings Travel (within NS)	\$2,000
Promotional Material	\$6,224
Advertisements	\$5,000

Total **\$100,000**

Estimated Costs for Year Two

Salary	\$65,981
Benefits (20%)	\$13,196
Sub Total	<u>\$79,177</u>

Local Travel (within Cumberland)	\$3,000
Meeting Expenses	\$3,000
Recruitment Travel	\$3,000
Meetings Travel (within NS)	\$2,000
Promotional Material	\$4,823
Advertisements	\$5,000

Total **\$100,000**



Town of Amherst

Community Navigator

Job Description

POSITION TITLE: Community Navigator
REVISION DATE: December 7, 2021
REPORTS TO: Chief Administrative Officer (or designate)

POSITION SUMMARY: Under the direction of the Chief Administrative Officer (CAO), the Community Navigator will act as the primary touch point between the community, local physicians and businesses to engage, support and encourage physician integration and retention in the Cumberland region.

TASK NO.	DESCRIPTION
----------	-------------

JOB DUTIES & RESPONSIBILITIES

1. Recruitment

- 1.1 Promote the Town of Amherst and Municipality of the County of Cumberland to healthcare professionals as a great place to live, work and play.
- 1.2 Identify and attend recruitment events; support NS Health Authority recruiters by facilitating local tours for interested medical professionals.
- 1.3 Organize and create promotional material, and community/facility profiles for our area.
- 1.4 Coordinate activities such that they will compliment existing recruitment and settlement programs.
- 1.5 Maintain a continual positive social presence concerning physician recruitment.

2. Retention

- 2.1 Establish and maintain connections with local physicians. Reach out to existing healthcare professionals in the region to discuss needs, gaps and challenges.
- 2.2 Arrange and attend events for residents, medical students and newcomers such as dinners, outings, welcome events etc.
- 2.3 Create opportunities for healthcare professionals to connect with other families in the area of similar interests.
- 2.4 Participate in physician recognition events.
- 2.5 Survey physicians on an annual basis - obtain recommendations, take action and follow-up.

3. Engagement and Community Navigation

- 3.1 Facilitate the smooth transition of the provider and their families to the community; assist with identification of local resources which may include providing connections to community recreational activities, community clubs, support groups, religious facilities, housing supports, school officials etc.)
- 3.2 Participate in networking initiatives including participation in provincial/regional committees to identify common

issues and solutions.

- 3.3 Establish community connections: build and maintain relationships with government, businesses and community stakeholders to aid in achieving the goals of the recruitment and retention program.

REQUIRED QUALIFICATIONS AND TRAINING

Education and Experience

- Post-secondary education in business administration, public relations, community development or related field.
- Previous experience with community engagement, programming delivery or similar experience.
- Experience in interacting with the public in small and large groups.
- An equivalent combination of education and experience will be given consideration.

Knowledge, Skills, Abilities

- Extensive knowledge of community resources and services, as well as the social and professional networks required to help connect healthcare professionals and their families to the region.
- Ability to maintain a rapport with a diverse range of stakeholders - physicians, government officials, community members, volunteers, etc.
- Demonstrated ability to manage files, conduct research, prepare reports and carry out community projects.
- Self-starter that functions with a high degree of independence with exceptional communication skills.

Working Environment

- The workload of this position can be unpredictable and may require overtime and flexibility on occasion to respond to the needs of providers and/or to participate in community initiatives outside of regular business hours.

I hereby certify, to the best of my knowledge, the information provided regarding this job description is complete and factual, and accurately describes the work performed.

<i>Employee's Signature</i>	<i>Employee's Name (print)</i>	<i>Date:</i>
<i>CAO's Signature</i>	<i>CAO's Name (print)</i>	<i>Date:</i>

SYNOPSIS

Blaine Street and Ottawa Avenue Property Acquisitions

In an effort to address the regional and local housing shortage Council has decided to request proposals for a housing project on a four-acre parcel of municipally owned land located at 105 South Albion Street. In order to do this a 5,000 square foot privately owned lot must be acquired to consolidate the entire property, including an undeveloped parcel of land known as Blaine Street. Doing so would allow the town to officially close Blaine Street and make the lands available for residential development. The owner of the last remaining parcel of land required to consolidate the larger property requires that the Town also purchase a 2.7-acre vacant property with frontage on Ottawa Avenue and Myrtle Street.

A purchase price of \$90,000 has been negotiated for both lots and staff feel that this represents fair market value for these properties.

Both the Blaine Street and the Ottawa Avenue properties have the potential to add housing in an area that is relatively walkable to services along the South Albion corridor.

Given that Blaine Street is technically public, the MGA requires a public hearing before Council can approve a policy to 'close' the street.

MOTION:

That the purchase of Blaine Street and Ottawa Avenue properties for a total price of \$90,000, plus applicable HST funded from the Capital Budget, be approved by Council, and that the Mayor and CAO be authorized to sign the Agreement of Purchase and Sale.

Further, that staff be directed to schedule and advertise a public hearing to close Blaine Street as required by the Municipal Government Act.

And further, that staff be directed to formalize and issue two Request for Proposals to sell both the consolidated Blaine Street property and Ottawa Avenue property separately and with conditions, with the RFP process determining the fair market value for the properties to be sold.

TO: Mayor Kogon and Members of Council

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

DATE: June 27, 2022

SUBJECT: **Blaine Street & Ottawa Avenue Acquisitions**

ORIGIN: At its April 19, 2022 in-camera COW meeting, the CAO was authorized to offer \$80,000 and negotiate up to \$100,000 for a package of two properties, subject to Council's final approval.

LEGISLATIVE AUTHORITY: Municipal Government Act section 50 (5) *A municipality may (a) acquire property, [...] that it requires for its purposes...; (b) sell property at market value when the property is no longer required for the purposes of the municipality.*

Municipal Government Act section 315 (1) *The council may, by policy, permanently close any street or part of a street and the council shall hold a public hearing before passing the policy.*

RECOMMENDATION:

1. That the purchase of Blaine Street and Ottawa Avenue properties for a total price of \$90,000, plus applicable HST funded from the Capital Budget, be approved by Council, and that the Mayor and CAO be authorized to sign the Agreement of Purchase and Sale.
2. That staff be directed to schedule and advertise a public hearing to close Blaine Street as required by the Municipal Government Act.
3. That staff be directed to formalize and issue two Request for Proposals to sell both the consolidated Blaine Street property and Ottawa Avenue property separately and with conditions.

BACKGROUND: As detailed in the attached April 18, 2022 CAO memo to Council and shown on the attached property maps, a 5,000 sqft privately owned lot must be acquired to consolidate a 3.9-acre undeveloped town-owned subdivision known as Blaine Street. Doing so would allow the town to close Blaine Street and make the lands available for residential development. The seller required that any sale of Blaine Street must also include the sale of a 2.7-acre vacant property with frontage on Ottawa Avenue and Myrtle Street.

Given that Blaine Street is technically public, the MGA requires a public hearing before Council can approve a policy to 'close' the street.



The Blaine Street property is zoned Highway Commercial, which permits both residential and commercial uses. The Ottawa Avenue property is zoned General Residential, which permits a range of residential uses but prohibits commercial uses.

The attached Policy 2300-01 Sale of Usable Town Owned Lands provides Council the options, where it deems property surplus to its needs, to sell property by public tender (ei. RFP), auction, listing with a local real estate firm, or simply posting it for sale. By using the Request for Proposals option, Council believes that the process itself establishes market value for the purpose of satisfying Municipal Government Act section 50(5)(b) that requires land to be sold at market value.

DISCUSSION: Staff feel the subject properties have the potential to add housing in an area that is relatively walkable to services along the South Albion corridor. The fastest way to make the properties available for development would be to simply list them on the market. The potential undesirable outcome of a quick sale would be loss of control over the type and timing of development. In particular, a purchaser could decide to hold the properties as vacant, or in the case of the Blaine Street property, develop it for commercial and exclude residential uses.

Staff feel the Request for Proposals (RFP) process would better '*address the need for sufficient supply of suitable and affordable housing in Amherst*'. The attached draft RFP allows Council to consider proposals to purchase the property based not just on price, but the type of housing being proposed, the timing of the development, and the developer's experience with similar projects. In any case where more than 4 dwelling units are proposed for a single property, a development agreement would be required that would establish the terms and conditions, and further define the scope, design, overall use and development of the project.

FINANCIAL IMPLICATIONS: \$90,000 + applicable HST to purchase the subject properties, funded from the Capital Budget. As yet undetermined revenue from the eventual sale of the properties, and ongoing tax revenue once developed.

SOCIAL JUSTICE IMPLICATIONS: Access to suitable and affordable housing supports the concept of social justice.

ENVIRONMENTAL IMPLICATIONS: None specific to this issue.

COMMUNITY ENGAGEMENT: The request for proposals and the development agreement processes both represent opportunities for public involvement.



AMHERST TOWN COUNCIL

RFD# 2022046

Date: June 27, 2022

ALTERNATIVES: 1) Direct staff to have the properties listed for sale immediately; 2) Direct staff to provide more information; 3) Do not acquire the properties and maintain status quo.

ATTACHMENTS: 1) April 18, 2022 CAO memo to Council; 2) Property maps; 3) Draft RFP document; 4) Agreement of Purchase and Sale; 5) Policy 2300-01 Sale of Town Owned Lands

Report prepared by:

Report and Financial approved by:



**AGREEMENT OF PURCHASE AND SALE
VACANT LAND**

The Purchaser, **THE TOWN OF AMHERST**, having inspected the property offers to buy from the Vendor, **JUNE NIXON**, lands at South Albion Street, Amherst, Nova Scotia (PID 25036195) and lands at Ottawa Avenue, Amherst, Nova Scotia (PID 25025040) at a Purchase Price of **NINETY THOUSAND ----- XX/100 Dollars (\$90,000.00)** subject to an adjustment for property taxes, and payable as follows:

1. This agreement shall be completed on or before the 24th day of June, 2022 (hereinafter called the Closing Date). Upon completion, possession of the property shall be given to the Buyer unless otherwise provided.
2. The conveyance of this property shall be by Warranty Deed, drawn at the expenses of the Purchaser, to be delivered on payment of the Purchase Price on the Closing Date. The said property is to be conveyed free from encumbrances, except as to any easements, registered restrictions or covenants that affect the property and do not materially affect the enjoyment of the property and except as specifically set out herein.
3. All conveyances of real property in Canada are subject to the Harmonized Sales Tax hereinafter referred to as HST unless the conveyance is specifically exempt pursuant to the *Excise Tax Act*. The fact required to determine exemption from HST are entirely dependent upon the use of the property by the Vendor or the intention of the Vendor when the property was purchased and are therefore accordingly within the knowledge of the Vendor only. The Purchaser shall remit directly to Canada Revenue Agency any HST payable on closing or provide to the Vendor an HST Certificate establishing that the Purchaser is registered for HST pursuant to the Harmonized Sales Tax Act.
4. The Vendor, at the expense of the Purchaser, agrees to convert the property title to the Land Registration System at least seven (7) days prior to the closing. The Vendor shall notify the Buyer, as soon as practical, that the property has been converted to the Land Registration System. After notification, the Purchaser is allowed five (5) business days to investigate the title to the property, which the Purchaser shall do at the Purchaser's expense. If within that time frame any valid objection to title is made, in writing, to the Vendor and which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall be null and void and the deposit herein shall be returned to the Purchaser, and without liability by the Vendor for any expenses incurred or damages sustained by the Purchaser. At the time of notifying the Buyer that the property has been converted to the Land Registration System, the Seller shall provide to the Buyer:

- (i) the applicable PID(s) for the property after the date of conversion;
- (ii) a copy of any applicable restrictive covenants;
- (iii) that portion of any approved plan applicable to the property.

5. Terry Farrell, of Creighton Shatford, will be the solicitor for the transaction.
6. Any tender of documents or money may be made or tendered by bank draft or certified cheque.
7. Time shall in all respects be of the essence in the Agreement. In the event of a written agreement of extension, time shall continue to be of the essence. This Agreement shall enure to the benefit and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns. This agreement is to be read with all changes of gender or number required of the context.

DATED this ____ day of June, 2022

TOWN OF AMHERST

Witness

David Kogan, MD
Mayor

Witness

Jason MacDonald, MCIP, LPP
Chief Administrative Officer

The Vendor accepts the above offer at on this __ day of June, 2022

Witness

JUNE NIXON

Internal Committee Report

Planning Advisory Committee

June 2022

The Planning Advisory Committee held a meeting on June 6th to review information related to the potential demolition of the accessory buildings located on 112 Cordova Street, and provided an opportunity for the subject property owners to discuss the status of their property with the committee. A decision with respect to this property will be on the agenda of the July PAC meeting.

The committee also ordered the demolition of the buildings located at 14/16 Cornwall Street by September 30, 2022, and 2 Pearl Place within 90 days of the meeting date.

Internal Committee Report

Amherst Youth Town Council

June 2022

The Amherst Youth Town Council met on May 19th. In attendance: Sarah, Olivia, Hallee, Key, Rowan, Oskar, Kennedy

Issue/Reason/what it is	What we're going to do about it/Decision
<ol style="list-style-type: none">1. Went over how the youth homeless meeting went.2. Repaint the lines and crosswalks3. Expression of interest is open	<ol style="list-style-type: none">1.2. Bring it up to the town council3. Set up a booth for signing up at EBC and announce that applications are available in the office at ARHS
Who is doing what	Dates and deadlines
<ol style="list-style-type: none">1.2.3.	<ol style="list-style-type: none">1.2.3. June Exam week (20th and 24th)

Next meeting will be decided soon. (Between the 6th and the 10th)

Internal Committee Report

Inclusion, Diversity and Equity Committee

June 2022

The Inclusion, Diversity and Equity Committee met on June 2, 2022 at 6:00 p.m.

A motion was passed recommending that Council consider amendments to the Town's Street Naming Policy to include a more inclusive and diverse list of potential street names.

A motion was also passed to accept the Territorial Acknowledgement as it was presented at the meeting to be used at the beginning of future meetings of this Committee.

LAND ACKNOWLEDGEMENT

I would like to acknowledge that our gathering today is taking place in (MEEG-MA-GEE), the traditional, unceded and ancestral territory of the Mi'kmaw people

I would also like to acknowledge that Nova Scotia has another unique people. These are the Indigenous Blacks of Nova Scotian whose legacy and contributions date back over 400 + years predating confederation of this land.

We are all treaty people.

The Committee also discussed Community Engagement ideas.

Staff provided updates on a number of items including the Mi'kmaq Flag, the Plan Amherst Survey, and community events including Indigenous Day and Pride Week.

Members were asked to take time before the next meeting to give some thought to community engagement, what they want to achieve as a Committee, and what are the next steps to get there. The next meeting will be scheduled for some time in September.

External Committee Report

Cumberland Public Libraries

June 2022

Election of Officers

The Board re-elected Councilor Fawthrop as Chair, and Councilor Black was elected as Treasurer.

Auditor's Report

Ms. Smith of Jorgensen & Bickerton Chartered Accountants went over the audited statement and answered questions for the Board. The Board passed the 2021-22 auditor's report.

Financial Report

Ms. Corey provided the Board with the final budget for the 2022-23 fiscal year. The 2022-23 budget was passed during this meeting.

2021-22 Annual Statistics

During 2021-22, Cumberland Public Libraries signed out 102,790 items, including books, DVDs, magazines and more, and had over 86,000 visits to our libraries. The Four Fathers Library signed out 31,000 items, had 28,000 visits.

A complete Cumberland Public Libraries Annual report will be available in August 2022.

Statistics

In the month of May, Cumberland Public Libraries signed out 8747 items, 4800 items in Amherst alone. This includes books, movies, TV shows, magazines and more.

Also, in May, Four Father Library offered 17 in person programs, including Summer Reading Club school visits with over 1000 people in attendance. The Four Fathers library had 3394 in person visits.

The next Board meeting is scheduled for September 20, 2022.

External Committee Report

YMCA of Cumberland

June 2022

Community Development Manager Alison Lair has resigned and will conclude her tenure with our Y in mid June. She has been a tremendous leader and will certainly be missed. We wish Alison all the best in her new endeavors.

The Health, Fitness, and Aquatics (HFA) team along with the childcare team are preparing for summer through camps and programming.

Regarding facility work the entrance atrium is currently being repaired.

The CAO is also working with the team to identify a 3-5 year capital replacement plan.

Operational Data

Childcare Kindergarten 13
West Highlands 19
Cumberland North 34
Afterschool 54
Childcare 76

Membership

Total Active Members 1032
Assisted Members 87
Swim Lesson participants 162

External Committee Report

Northern Region Solid Waste Management

June 2022

Staff were very busy planning & promoting Earth Day Events in the Towns of Amherst and Oxford, as well as in the Municipality of Cumberland.

Six elementary schools participated in our earth day challenge and multiple community groups took part in clean ups.

Information booths were set up at the Amherst Stadium and Dr. Carson & Marion Murray Community Center in Springhill on Earth Day.

The next meeting of the Northern Region is scheduled for Thursday, June 30th at 10:00am by Zoom.

External Committee Report

L.A. Animal Shelter

June 2022

In May 6 dogs and 13 cats and kittens were adopted out. To date in June, we have adopted out 34 cats and kittens. We are currently housing 2 dogs, 32 adult cats and 40 kittens. We have 3 cats in on the Mama's Last Litter program.

Last week, shelter staff arrived to find that someone had abandoned 11 cats in one of the outside dog kennels. In light of this and previous incidents, the board decided to go ahead with having the additional exterior security cameras installed.

The local Walmart contacted the shelter and encouraged us to apply for a community grant.

Discussion was had on the need to meet with the County to update our contract so it is in-line with the new by-laws. Robynn will contact the new by-law manager again.

Further discussion was had on the potential for a new facility. We will continue to work on determining if it is feasible.

External Committee Report

Senior Safety

June 2022

The Senior Safety Committee met on June 21st at 1:30 in the Community Room of the Amherst Police Department.

This was the last meeting of the Senior Safety Coordinator Trishe Coleman – she will be moving with her husband to the Valley. The position was advertised and interviews were held on Friday, June 17th. The position has been filled and once the new Coordinator has become settled in the position I will report their name in future reports.

June 15th was World Elder Abuse Awareness Day and our group did an information campaign on Facebook and had the window at the CANSA office decorated in purple to commemorate this day. The theme this year was Combating Elder Abuse.

There were several pledges that people could take for Elder Abuse Awareness Day, including:

1. I pledge to ...learn to respond to elder abuse and refer seniors to help
2. I pledge to ... recognize the signs of elder abuse
3. I pledge to ... include ageism in my workplace's equity, diversity and inclusion practices.

There was a Senior Safety Academy held in Amherst that was well attended and a short information session was held in Pugwash on June 1st that was also well attended.

There was also a Scooter Safety program held in Amherst that was well attended too. There will be more Scooter Safety programs scheduled in the future for Parrsboro and other areas of the county.

The Senior Safety Coordinator also had a table at the Town Expo on June 14th.

The next meeting of the Cumberland Senior Safety Committee will be on July 19th in the Community Room of the Amherst Police Department.

External Committee Report

Advisory Committee to Reduce Poverty

June 2022

The Advisory Committee to Reduce Poverty met on June 16th at 4:30 p.m via Zoom.

A motion was passed to accept the proposed Table of Contents for the Committee's Strategic Plan. Members were asked to give thought to a purpose, and quick wins over the summer. Staff will draft a "living document" for the Committee to work with beginning at their next meeting, tentatively scheduled for September 15th at 4:30 p.m.