



Town of Amherst  
Regular Council Meeting  
Agenda

Date: **Wednesday, September 28, 2022**  
Time: **6:00 pm**  
Location: **Council Chambers, Town Hall**

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	Pages
<b>1. CALL TO ORDER</b>	
<b>2. TERRITORIAL ACKNOWLEDGMENT</b>	
"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."	
<b>3. APPROVAL OF AGENDA/MINUTES</b>	
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- 6.8. Municipal Alcohol Project - No Report

7. ADJOURNMENT

**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*:**

<b>Revenues</b>	
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
<b>Total Revenues</b>	<b>\$ 19,198,263</b>

<b>Expenditures</b>	
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
<b>Total Expenditures</b>	<b>\$ 19,198,263</b>

**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.

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

<b>By-Law Fees Collected by Corporate Services</b>		
<b>C-4 Dog-By-Law, Schedule A</b>		
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 <sup>st</sup> Impoundment	\$30	Plus HST
Licensed Dog-2 <sup>nd</sup> Impoundment	\$70	Plus HST
Licensed Dog-3 <sup>rd</sup> & Subsequent Impoundments	\$100	Plus HST
Unlicensed Dog-Impoundments	\$100	Plus HST
Maintenance fee – Impoundment period	\$15/per day	Plus HST
<b>C-11 False Alarms - After 2<sup>nd</sup> Notice</b>	<b>\$50/alarm</b>	<b>HST Exempt</b>

<b>Operational Services</b>		
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.		
<b>Equipment Charge out Rates</b>	<b>Rate per Hour</b>	<b>HST Status</b>
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.		

<b>Operational Services By-Laws</b>		
<b>D-3 Wastewater Discharge By-Law</b>		
One Connection	\$750.00	HST Exempt
Storm Sewer Connection (if done at the same time as sewer connection)	\$250.00	HST Exempt
<b>D-19 Sanitary Sewer Rates By-Law</b>		
Residential Metered Customers	\$.99 m <sup>3</sup>	HST Exempt
Commercial/Industrial/Institutional metered customers	\$.49 m <sup>3</sup>	HST Exempt
<b>Annual Base Charges – Meter Size</b>		
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
<b>Solid Waste Rates</b>		
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
<b>Services/Products – Operational Services</b>		
Street Breaking Permit (Policy 31600-08)	\$500.00	Plus HST
Commercial Sewer Service (Policy 31600-14) Estimated by Engineer and final adjustment when work is done	Cost of Service	Plus HST

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
<del>Commissioner of Oaths Signing—Child Abuse Register for Amherst citizens to participate as volunteers for community organizations.</del> Criminal Record Check/Vulnerable Sector for Amherst citizens to participate as volunteers for community organizations.	Waived	N/A
Criminal Record Check	<del>\$25.00</del> \$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
<b>Early Time</b> 6:30-8:30am	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$128.00
<b>Fair Time</b> 8:30-5:00pm	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	-	-	\$128.00
<b>Prime Time</b> 5:00-12:00am	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00
<b>Youth Time</b> 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.**

<b>Photocopies/Stadium (Policy 72000-06)</b>		
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

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

<b>Stadium Advertising Rates plus artwork, design and production*</b>		
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.

<b>Off Season Stadium Rentals</b>		
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 <sup>nd</sup> Floor meeting room and lounge	\$50.00 per hour or \$150.00 per day	Plus HST

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

\*Includes one employee during that time

<b>Community Credit Union Business Innovation Centre</b>			
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

<b>Municipal Government Act Fees – FOI-POP Section 466, MGA</b>
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:

<u>Town of Amherst - General Capital</u>		<u>Amherst Water Utility</u>	
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:

<u>Fiscal Year</u>	<u>General Capital Total Amount</u>	<u>Water Capital Total Amount</u>
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**

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Kimberlee Jones  
Municipal Clerk

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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.

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Kimberlee Jones  
 Municipal Clerk

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David Kogon, MD  
 Mayor

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

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

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

**Members Absent** Councillor George Baker

**Staff Present** Jason MacDonald, Chief Administrative Officer  
Dwayne Pike, Police Chief  
Greg Jones, Director of Fire Services  
Andrew Fisher, Director of Planning & Strategic Initiatives  
Kim Jones, Municipal Clerk  
Tom McCoag, Corporate Communications Officer  
Krista Crossman, Acting Manager of Financial Services  
Natalie LeBlanc, Deputy Clerk

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**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. PRESENTATIONS**

Councillor Davidson made the following congratulatory statement:

Your Worship, I would request the Town of Amherst Town Council and Staff join me in congratulating local Amherst resident and Amherst Junior Rambler player, Jeremiah Martin, in winning the inaugural Hockey Nova Scotia scholarship which honours the legacy of a great local, provincial and national hockey trailblazer.

The Bill Riley Scholarship, a \$2000 scholarship, is now to be presented annually to a Nova Scotia graduating player of African descent who plans to pursue a post-secondary education after high school.

Local Amherst resident, Jeremiah Martin, was the first recipient at a prestigious Hockey Nova Scotia event this past weekend.

Like Bill Riley, the recipient was required to be a driven, hard-working student who is passionate about hockey. We should all be proud how Jeremiah met that Hockey Nova Scotia requirement resulting in this prestigious award. “

**3.1 Long Service Awards**

Employee Long Service Awards were presented to employees as follows:

10 Years of Service - Randy Babineau  
Tasha Estabrooks  
Jade Pratt  
Dara Collins  
Ralph Stevenson  
Kevin Devine  
Chris Comeau  
20 Years of Service - Andrew Milton

**4. APPROVAL OF AGENDA/MINUTES**

**4.1 Approval of the Agenda**

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

**Motion Carried**

## 4.2 Approval of Minutes

**4.2.1 May 24, 2022 Regular Meeting  
Moved By Councillor Landry  
Seconded By Deputy Mayor Christie  
To approve of the May 24, 2022 regular meeting of Council as  
circulated.**

**Motion Carried**

**4.2.2 June 8, 2022 Special Meeting  
Moved By Councillor Davidson  
Seconded By Councillor Emery  
To approve the minutes of the June 8, 2022 special meeting of  
Council.**

**Motion Carried**

**4.2.3 June 13, 2022 Public Hearing  
Moved By Councillor Fawthrop  
Seconded By Deputy Mayor Christie  
To approve the minutes June 13, 2022 Public Hearing as circulated.**

**Motion Carried**

## 5. REQUESTS FOR DECISION

**5.1 27 West Pleasant Street Development Agreement Second Reading  
Moved By Deputy Mayor Christie  
Seconded By Councillor Davidson  
That Council give Second Reading of the proposed development  
agreement.**

**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 \_\_\_\_\_<sup>th</sup> 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

**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*.



**5.2 Street Naming Policy Amendments  
 Moved By Councillor Davidson  
 Seconded By Councillor Emery  
 That Council approve of the proposed amendments to the Street Naming  
 Policy.**

**Motion Carried**

**TOWN OF AMHERST POLICY**

**NUMBER 31600-23  
 PAGE 4 of 2**

**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.
- 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.
- 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**

<b>Street Name</b>	<b>Background</b>
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)
Rainbow Drive	<a href="#">created by several actions working together to create its beautiful form which would represent our diverse community</a>
Heritage Drive	
L' nuk (ul noog)	<a href="#">Mi'kmaq term means "the people".</a>
Nikmaq	<a href="#">The word Mi'kmaq actually comes from the word ni'kmaq, or 'my friends'</a>
Siknikt (sig n icked)	<a href="#">From where the place name Chignecto was derived</a>
Fred Parsons	<a href="#">Significant contributions to Amherst's built infrastructure</a>
Rocky Johnson	<a href="#">Professional Wrestler</a>
Maltby	<a href="#">Frederick Roy Maltby, Hockey and Community</a>

**5.3 Mill Street Green Space**  
Councillor Landry declared a conflict of interest as his property neighbors the subject property.  
Moved By Councillor Fawthrop  
Seconded By Councillor Davidson  
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.

**Motion Carried**

**5.4 Dr. & Mrs. H.E. Christie Foundation Donation**  
Moved By Councillor Emery  
Seconded By Deputy Mayor Christie  
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.

**Motion Carried**

**5.5 Smith McCrossin Lease Agreement**  
Moved By Councillor Fawthrop  
Seconded By Councillor Landry  
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.

**Motion Carried**

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BETWEEN  
The Town of Amherst  
-and-  
Elizabeth Smith-McCrossin, MLA  
Dated: April 1, 2022

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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 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, certified 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 an 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 Conclusiive**

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 experience 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 any time 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 in 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

Witness

Jason MacDonald

Chief Administrative Officer

Witness

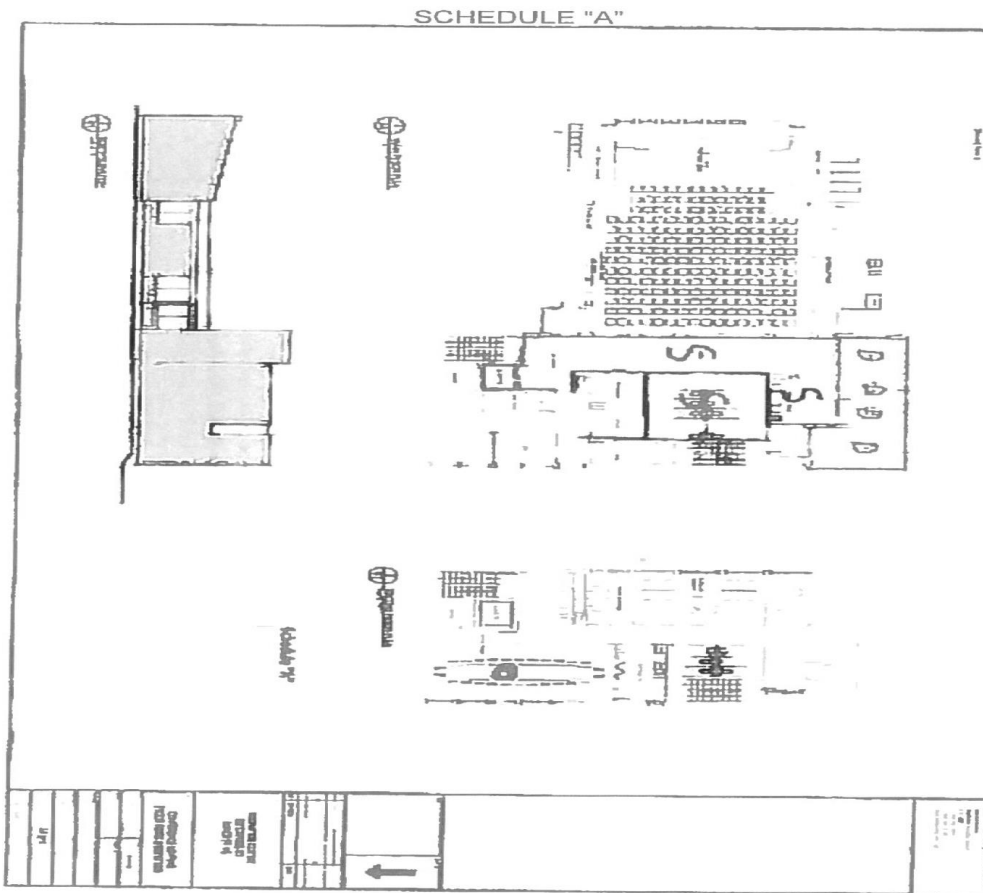
David Kogon

Mayor

We have the authority to bind the Landlord

Witness

Elizabeth Smith McCrossin, MLA  
Tenant



**SCHEDULE "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.

**5.6 Cumberland Business Connector Agreement  
Moved By Deputy Mayor Christie  
Seconded By Councillor Davidson**

**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.**

**Motion Carried**

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 31<sup>st</sup>.
- b) On or before March 1<sup>st</sup>, 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:**

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**Dated:** \_\_\_\_\_

Signed Sealed and Delivered )  
In the presence of: )  
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TOWN OF OXFORD:  
Per:

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Dated: \_\_\_\_\_

Signed Sealed and Delivered )  
In the presence of: )  
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MUNICIPALITY OF THE COUNTY OF CUMBERLAND:  
Per:

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Dated: \_\_\_\_\_

Signed Sealed and Delivered )  
In the presence of: )  
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CUMBERLAND BUSINESS CONNECTOR:  
Per:

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Dated: \_\_\_\_\_

**5.7 Community Navigator Agreements  
Moved By Councillor Landry  
Seconded By Councillor Fawthrop  
That Council approve of the attached agreements for the Community  
Navigator and authorize the Mayor and CAO to sign on the Town’s behalf.**

**Motion Carried**

**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:
  - e. 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;
  - f. The CN will be a term employee of the TOA and subject to all usual TOA employees policies, procedures, etc.;
  - g. 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
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**

**5.8 Blaine Street and Ottawa Avenue Property Acquisitions**

**Moved By Councillor Davidson  
Seconded By Deputy Mayor Christie**

**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.**

**Motion Carried**

**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 24<sup>th</sup> 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

**6. INTERNAL COMMITTEE REPORTS**

**6.1 Planning Advisory Committee**

Information item; no direction given or action required.

**6.2 Amherst Board of Police Commissioners – No Report**

- 6.3 **Audit Committee – No Report**
- 6.4 **Amherst Youth Town Council**  
Information item; no direction given or action required.
- 6.5 **Accessibility Advisory Committee – No Report**
- 6.6 **Inclusion Diversity and Equity Committee**  
Information item; no direction given or action required.

**7. EXTERNAL COMMITTEE REPORTS**

- 7.1 **Cumberland Public Libraries**  
Information item; no direction given or action required.
- 7.2 **Cumberland YMCA**  
Information item; no direction given or action required.
- 7.3 **Northern Region Solid Waste**  
Information item; no direction given or action required.
- 7.4 **L. A. Animal Shelter**  
Information item; no direction given or action required.
- 7.5 **Senior Safety**  
Information item; no direction given or action required.
- 7.6 **Inter Municipal Tourism – No Report**
- 7.7 **Poverty Reduction**  
Information item; no direction given or action required.
- 7.8 **Municipal Alcohol Project – No Report**

- 8. ADJOURNMENT**  
**Moved By Councillor Landry**  
**Seconded By Deputy Mayor Christie**  
**To adjourn the meeting.**

**Motion Carried**

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Kimberlee Jones  
Municipal Clerk

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David Kogon  
Mayor

**Amherst Town Council**  
**Special Meeting**  
**Minutes**

Date: July 4, 2022  
Time: 4:30 pm  
Location: Council Chambers, Town Hall

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

Members Absent Councillor Hal Davidson

Staff Present Jason MacDonald, Chief Administrative Officer  
Greg Jones, Director of Fire Services  
Aaron Bourgeois, Director of Operations  
Kim Jones, Director of Corporate Communications and Community Well Being / Municipal Clerk  
Tom McCoag, Corporate Communications Officer  
Natalie LeBlanc, Deputy Clerk

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**1. CALL TO ORDER**

Mayor Kogon called the meeting to order at 4:30 p.m.

**2. REQUEST FOR DECISION**

**2.1 Capital Paving**

**Moved By Deputy Mayor Christie**

**Seconded By Councillor Baker**

**That Council award the Capital Paving Tender (RFT-22-07) to the lowest compliant bidder, Costin Paving and Contracting Ltd., at their unit prices, based on our estimated quantities in the total amount of \$1,041,050 plus HST.**

**Motion Carried**

**2.2 Purchase of New Aerial Fire Truck**

**Moved By Councillor Fawthrop**

**Seconded By Councillor Emery**

**That Council authorize the purchase of a new aerial fire truck from Fort Garry Fire Trucks – Sutphen at the negotiated price of 1,999,000 plus HST.**

**Motion Carried**

**3. ADJOURNMENT**

**Moved By Councillor Landry**

**Seconded By Deputy Mayor Christie**

**To adjourn the meeting.**

**Motion Carried**

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Kimberlee Jones  
Municipal Clerk

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David Kogon, MD  
Mayor

**Town of Amherst  
Public Hearing  
Minutes**

**Date:** July 27, 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** Jason MacDonald, Chief Administrative Officer  
Kim Jones, Municipal Clerk  
Natalie LeBlanc, Deputy Clerk

**Public Present** Joe LeFurgey, Property Owner, 103 South Albion Street

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**1. Call to Order**

Deputy Mayor Christie called the Public Hearing to order.

**Moved by Councillor Baker**  
**Seconded by Councillor Fawthrop**  
**To approve the agenda as circulated.**

**MOTION CARRIED**

**2. Blaine Street Closure**

**2.1 Staff Report**

The CAO presented the staff report, included as part of the agenda package.

**2.2 Council Questions / Comments**

Councillor Baker confirmed the purpose of closing Blaine Street is to promote future development in the area to which the CAO replied yes.

**2.3 Public Questions/Comments**

Joe LeFurgey, who owns land along Blaine Street, asked about the appraised price of the land being proposed for development. The CAO replied it has been appraised at over \$300,000. Mr. LeFurgey indicated that he would be interested in purchasing the triangle shaped parcel of land that the Town currently owns for a reasonable price. He further asked how long this matter will take, to which the CAO replied it should be going to Council for a decision in either September or October.

There being nothing further, Deputy Mayor Christie closed the Public Hearing.

**3. Adjournment**

**Moved by Councillor Davidson**  
**Seconded by Councillor Fawthrop**  
**To adjourn the Public Hearing.**

**MOTION CARRIED**

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Deputy Mayor Christie

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Kimberlee Jones  
Municipal Clerk

**Amherst Town Council  
Special Meeting  
Minutes**

Date: September 6, 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 Lisa Emery  
Councillor Dale Fawthrop  
Councillor Leon Landry

Staff Present Jason MacDonald, Chief Administrative Officer  
Tom McCoag, Corporate Communications Officer  
Kimberlee Jones, Director of Corporate Communications and  
Community Well Being  
Natalie LeBlanc, Deputy Clerk

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1. **CALL TO ORDER**  
Mayor Kogon called the meeting to order.

2. **REQUEST FOR DECISION**

2.1 **Amherst Little League Baseball Association Agreement**

**Moved By Councillor Landry**

**Seconded By Councillor Emery**

**That Council approve the agreement between the Town of Amherst and Amherst Little League Baseball Association, and authorize the Mayor and CAO to sign on behalf of the Town.**

**Motion Carried**

3. **ADJOURNMENT**  
**Moved By Councillor Baker**  
**Seconded By Councillor Emery**  
**To adjourn the meeting.**

**Motion Carried**

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Kimberlee Jones  
Municipal Clerk

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David Kogon, MD  
Mayor

# SYNOPSIS

## Development Agreement – Mosher/Brown Apartment Complex – First Reading

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The attached Development Agreement would permit the construction of three, 54-unit apartment buildings on Lot 21-2R, located south of E.B. Chandler School, and north of Brown and Mosher Streets.

Following an advertised Public Participation Opportunity held on January 26, 2022, the Planning Advisory Committee reviewed the proposal and the public input on February 7, 2022, and requested changes and additional information from the applicant. This request was based on Planning Strategy Policies that relate to traffic impacts, separation distances, parking provisions, use of fencing and landscaping, shadow casting, engineering analysis for servicing, and other measures. With regard to addressing and/or mitigating the potential negative impacts of the development, reasonable attempts have been made within the revised proposal and supporting information provided by the applicant to address these issues, and have been incorporated into the draft agreement.

The proposal meets the general intent of MPS policies. The development agreement process provided the public an opportunity to give input that is detailed in the report. Should Council decide to give First Reading of the agreement, the public will have another opportunity to provide input at a public hearing before Council. It is recognized that the scale of the proposed development is cause for concern; however, there is no specific MPS policy that would prohibit or significantly reduce the proposal's scale. When compared to other urban centres, it is difficult to argue that 4-storey apartment buildings cannot be compatible with single-detached dwellings.

On September 6, 2022 the Planning Advisory Committee meeting recommended that Council enter into the draft development agreement for Lot 21-2R.

### **MOTION:**

**That Council give First Reading to a Development Agreement for Lot 21-2R that would permit the construction of three, 54 until apartment buildings, and schedule a public Hearing for October 20, 2022.**



**AMHERST TOWN COUNCIL**

**RFD# 2022065**

**Date: September 28, 2022**

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

**SUBMITTED BY:** Andrew Fisher, Director of Planning & Strategic Priorities

**DATE:** September 28, 2022

**SUBJECT:** Development Agreement – Mosher/Brown Apartment Complex

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**ORIGIN:** An application for a development agreement to allow construction of three, 54-unit apartment dwellings on Lot 2021-2R, vacant property located south of E.B. Chandler School, and north of Brown and Mosher Streets.

**LEGISLATIVE AUTHORITY:** *Municipal Government Act* Part VIII Planning and Development.

**PAC RECOMMENDATION:** On September 6, 2022 the PAC recommended that Council enter into the attached Development Agreement for Lot 21-2R that would permit the construction of three, 54-unit apartment buildings.

**BACKGROUND:** Attached is the draft development agreement. An advertised Public Participation Opportunity was held on January 26, 2022. On February 7, 2022 the PAC requested that the applicant address some specific concerns about the proposal and provide additional information. On September 6, 2022 the PAC reviewed the applicant’s response and made the above noted recommendation.

Council is referred to the September 6, 2022 staff report to the PAC that contains details about the proposed development, input received through the January 26, 2022 Public Participation Opportunity, review of the additional studies and information provided by the applicant, and a review of the relevant MPS policies.

**DISCUSSION:** As detailed in the attached staff report to the PAC, the proposal meets the general intent of MPS policies. The development agreement process provided the public an opportunity to give input that is detailed in the report. Should Council decide to give First Reading of the agreement, the public will have another opportunity to provide input at a public hearing before Council. The PAC, after reviewing the material, requested additional information and changes that the applicant has for the most part provided. With regard to addressing and/or mitigating the potential negative impacts, reasonable attempts have been made to address these issues and have been incorporated into the draft agreement.

Staff recognize the scale of the proposed development is cause for concern; however, there is no specific MPS policy that would prohibit or significantly reduce the proposal’s scale. Policies that relate to traffic impacts, separation distances, parking provisions, use of fencing and landscaping, shadow casting, engineering analysis for servicing, and other measures have all





## AMHERST TOWN COUNCIL

RFD# 2022065

Date: September 28, 2022

been addressed. When compared to other urban centres, it is difficult to argue that 4-storey apartment buildings cannot be compatible with single-detached dwellings.

**FINANCIAL IMPLICATIONS:** No significant costs specific to this issue. Ongoing tax revenue upon completion of the development.

**SOCIAL JUSTICE IMPLICATIONS:** Additional housing options are needed in the community.

**ENVIRONMENTAL IMPLICATIONS:** The proposal is considered infill development and represent efficient use of land and does not require significant extension of municipal services. Stormwater management plans are required under the development agreement.

**COMMUNITY ENGAGEMENT:** January 26, 2022 Public Participation Opportunity, and Public Hearing if First Reading is given. If approved, notice of the right to appeal council's decision is placed in the local newspaper.

**ALTERNATIVES:** 1) Give First Reading of the development with specific amendments; 2) Refer the application back to the PAC for more information; 3) Reject the application citing specific policies that are not met by the proposal.

**ATTACHMENTS:** 1) Development Agreement; 2) Staff report to PAC.

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Report prepared by:

Report and Financial approved by:



This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2022.

Between:

**NovaView Developments Ltd.** (owner of property located at Lot 2021-2R Walter Purdy Avenue [PID 25002122], hereinafter called the "Owner"),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy RP-9 of the Municipal Planning Strategy of the Town of Amherst, to construct three 54-unit apartment dwellings on property located at Lot 2021-2R Walter Purdy Avenue (PID 25002122).

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 \_\_\_\_<sup>th</sup> 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 Location Map
- (c) Schedule 'C' - Site Plan
- (d) Schedule 'D' - Building Elevation
- (e) Schedule "E" - Stormwater Management Plan

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

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may construct three (3) Apartment Buildings, each with fifty-four (54) dwelling units on the said Lands, subject to Schedules A, B, C, and D attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.

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

**SIGNED, SEALED AND DELIVERED**

In the presence of

\_\_\_\_\_

\_\_\_\_\_

**THE TOWN OF AMHERST**

\_\_\_\_\_  
David Kogon MD, Mayor

\_\_\_\_\_  
Jason MacDonald, MCIP, LPP, CAO

**FOR THE OWNER**

\_\_\_\_\_  
Mounir Daaboul  
NovaView Development Ltd.

## Schedule A

## Lot 2021-2R (PID 25002122) - Development Agreement

### Terms and Conditions:

#### 1.0 USE OF LAND AND BUILDINGS

- 1.1 The use of the property shall be limited to three (3) Apartment Buildings each with fifty-four (54) dwelling units for a total of one-hundred-sixty-two 162 dwelling units on property shown on Schedule 'B'.
- 1.2 Each Apartment Dwelling shall consist of no more than 4 levels and shall generally conform to the designs shown on Schedule 'D'. Minor variations to the architectural details and footprint of the dwellings may be permitted, to the satisfaction of the Development Officer. Such changes shall not be considered substantial.
- 1.3 The location of each Apartment Dwelling, driveway, parking area shall generally conform the Site Plan shown on Schedule 'C'.
- 1.4 A minimum of 1.25 parking spaces shall be provided for each dwelling unit for a total of 203 spaces on the Lands and shall be generally configured as shown on Schedule 'C'.
- 1.5 Should the provision of additional parking spaces be deemed necessary, such parking facilities shall be located no closer to adjacent properties that front onto Donald Avenue and Willow Street. Additional parking spaces shall be subject to the approval of the Development Officer and shall not be considered a substantial change to this agreement.
- 1.6 Prior to issuance of a Development Permit for any building, the Owner shall submit a detailed landscaping plan generally based on the Landscape Concept Plan shown on Schedule 'C'. The detailed landscaping plan shall include but not be limited to the following:
  - 1.6.1 Specify the type of treatment of all areas during all phases of the development. Areas of the Lands not part of initial phases must be kept as grass or otherwise treated so as to minimize dust.
  - 1.6.2 Placement of a privacy fence approximately 1.8 m (6 ft) in height in the general location and extent as shown on the Landscape Concept in Schedule 'C'. Fencing must be installed before the nearest parking area is used by residents.
- 1.7 The Owner shall be responsible for maintaining screened solid waste containment areas, generally in the locations shown on Schedule 'C'.
- 1.8 Paving of the driveways and parking areas shall be completed for each nearest corresponding Apartment Building before an Occupancy Permit is issued for that dwelling.
- 1.9 The Owner shall be responsible for access to and within the Lands in the following ways:
  - 1.9.1 Prior to issuance of a Development Permit for any dwelling, the Owner shall be responsible for the extension of Gallagher Street to intersect with Willow Street and shall be constructed with base gravel in accordance with the Town of Amherst Infrastructure Development Standards.
  - 1.9.2 The Gallagher Street extension to Willow Street shall be used as the primary construction access.

- 1.9.3 Prior to issuance of an Occupancy Permit for any dwelling, the Owner shall install an asphalt driving surface over the extension of Gallagher Street to Willow Street in accordance with Town of Amherst Infrastructure Development Standards.
- 1.9.4 Prior to issuance of an Occupancy Permit for any dwelling, the Owner shall install a concrete sidewalk along the easter side of Gallagher Street to Willow Street accordance with Town of Amherst Infrastructure Development Standards.
- 1.9.5 The Site Plan shown on Schedule 'C' and the internal road network shall be reviewed to ensure emergency and larger service vehicles can be accommodated, according to Transportation Association Canada and Town of Amherst Guidelines.

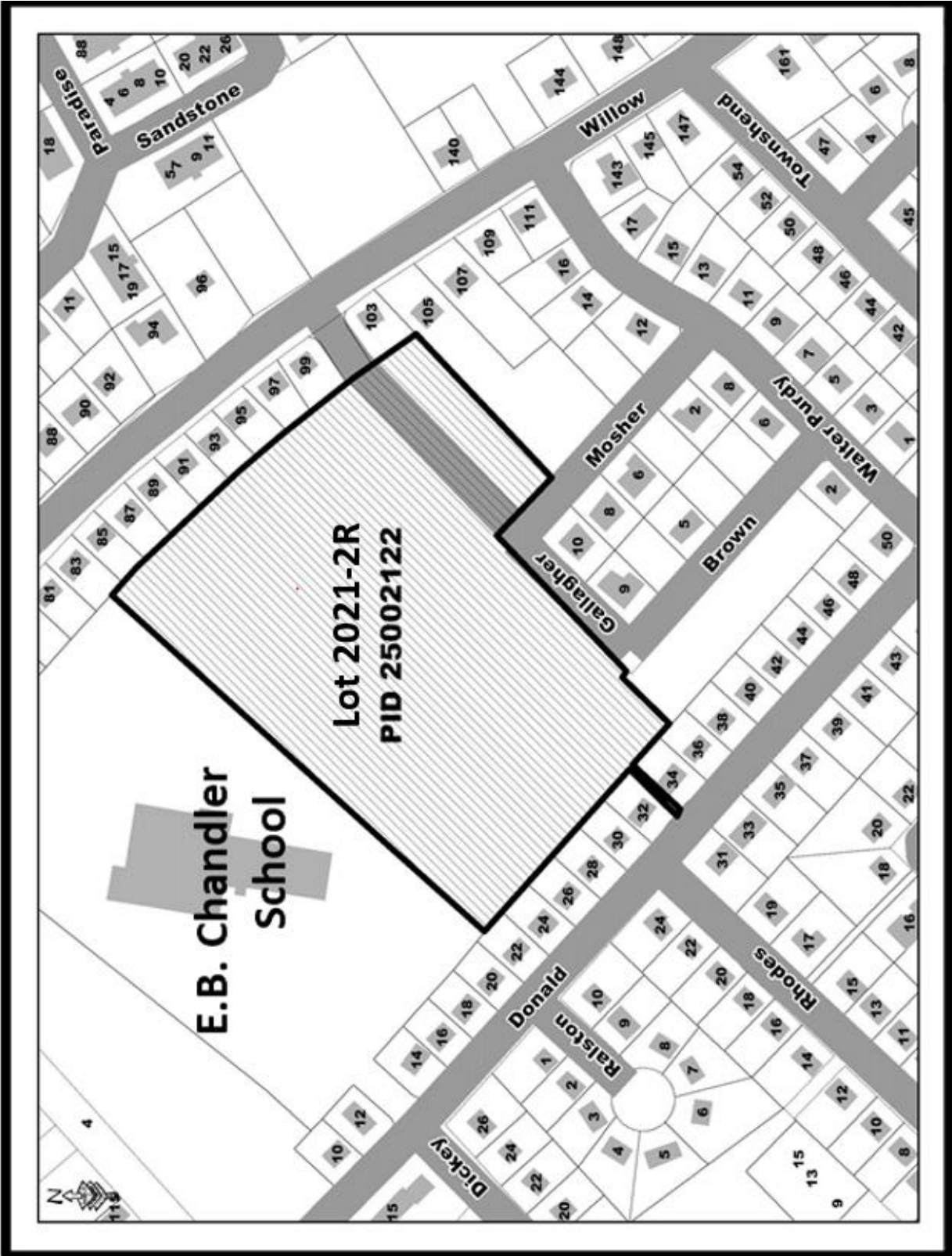
1.10 The Owner shall satisfy the Town of Amherst Infrastructure Development Standards provided as Schedule "F" of the Town of Amherst Subdivision Bylaw.

1.11 The Owner's Engineer shall revise the Stormwater Management Plan shown on Schedule "E" to reflect the revised location of Building C, and shall provide a design brief of the revised Stormwater Management Plan confirming that said Plan will not result in an increase of peak flows over existing conditions.

## 2. 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 In addition to *Part 5 – Hours of Construction* under the Town of Amherst Building Bylaw D-6, operation of heavy equipment and electrical generators shall not take place on the property from 8:00 P.M. to 7:00 A.M.
- 2.3 Signage on the property shall conform to the Town of Amherst *Land Use Bylaw*.
- 2.4 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.5 Solid waste management shall be in conformance with the Town of Amherst *Solid Waste Bylaw*.
- 2.6 The Owner shall be responsible for storm water management during and after construction.
- 2.7 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste, and taking all reasonable measures to minimize dust.
- 2.8 Accessory buildings may be permitted on the Lands in accordance with the Town of Amherst Land Use Bylaw.

**SCHEDULE "B"**





# SCHEDULE "C"



# SCHEDULE "D"



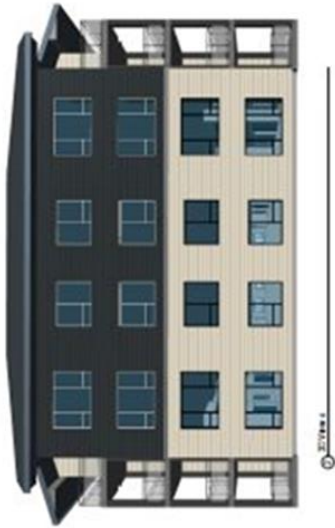
SECTION 1



SECTION 2

PRELIMINARY  
NOT FOR CONSTRUCTION

# SCHEDULE "D"



PRELIMINARY  
NOT FOR CONSTRUCTION



# MEMO

**TO:** Planning Advisory Committee

**FROM:** Andrew Fisher, Director of Planning & Strategic Initiatives

**DATE:** September 6, 2022

**RE:** Development Agreement – Lot 2021-2R Brown/Mosher Apartment Complex

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## **PROPOSAL:**

An application by Paul Skerry Architects on behalf of the property owner, NovaView Developments Ltd., for a development agreement to allow construction of three, 54-unit apartment dwellings on Lot 2021-2R (PID 25002122), located south of E.B. Chandler School, adjacent to Brown and Mosher Streets.

## **BACKGROUND INFORMATION:**

Committee members are referred to the February 7, 2022 staff report on this item that includes the original Application Briefing, Proposal Details, and public input from the January 26, 2022 Public Participation Opportunity. Please note that although a written submission from Mr. Giles Beland was reviewed by staff for the February staff report, it was mistakenly omitted from the February meeting information package. As such, Mr. Beland's comments were provided to PAC members and the applicant via email and are provided separately in this package.

At the February 7, 2022 meeting, the PAC requested that the applicant provide further information and/or address the following items:

1. Shadow Analysis – request to provide a shadow analysis, particularly on Buildings A and C.
  - A shadow study is attached to this report.

Staff Comment: Unlike many larger jurisdictions, the town does not have set criteria for shade analysis. However, the shadow analysis provided does show that during the winter solstice when the sun casts the longest shadow, the adjacent dwellings will still have at least 6 hours without shade on them, which is a common criterion in other jurisdictions with established guidelines. Diagram 3 of the shadow study does show significant shade on the school building at 10 AM during Winter Solstice; however, this is unlikely to significantly impact operation of the school.

2. Perspective View –provide perspective views of the proposed buildings and existing adjacent structures.
  - Perspective views of the three buildings is attached to this report.
3. Building C – concerns were raised about the closer proximity of this building to adjacent properties along Willow Street.

- Building C and its adjacent parking lot have been flipped to reduce the mass near the Willow Street properties.

Staff Comment: changing the position of Building C increases the setback to approximately 50 m (164 ft) to the rear property line of the nearest dwelling on Willow Street.

4. Parking – the proposed parking provides 198 spaces or 1.2 spaces/unit. Concerns were raised that most units will have two vehicles. The Land Use Bylaw standard is 1.25 spaces/unit. Adding 8 spaces would satisfy the LUB 1.25/unit ratio.

- Additional parking spaces to meet the LUB 1.25 spaces/unit standard have been provided in the revised site plan.

Staff Comment: The development now meets the LUB standard and is configured such that a shortage of parking is unlikely to impact the surrounding neighborhood due to the distance to the proposed buildings. The development agreement will contain a requirement that any additional parking shall not be located closer to adjacent properties.

5. Traffic Impact Statement – request to provide a traffic impact statement by a traffic Engineer licensed to practice in N.S. that will estimate trip generation and the impact on traffic levels on the surrounding street network, including: Willow Street, Donald Avenue, Brown Street, Mosher Street, Walter Purdy Drive, and the new connection to Willow Street from the development. The statement will address the extent to which the traffic generated from the proposed development will impact the performance of streets and intersections in the vicinity in relation to the current standards for traffic volumes on local and arterial streets, as set out in the ‘TAC Manual’. If estimated trip generation exceeds surrounding capacity, estimate the number of added dwelling units that would not result in exceeding the standard.

- A Traffic Impact Study is attached to this report. Conclusions & Recommendations are listed in Section 5 on Page 39. The study estimated that the development would generate 60-64 new vehicle trips during the AM and PM peak hours, and 726 trips on a weekday. Approximately 80% of the new traffic will access Willow Street via the extension of Gallagher, with the balance using Donald Avenue via Brown/Mosher and Walter Purdy.
- The study recommended the installation of stop signs where Brown and Mosher intersect with Gallagher. It also recommended a review of the internal road network, the installation of a sidewalk along Gallaher to Willow, and a marked crosswalk on willow.
- The study also concluded that the traffic created by the proposed development ‘can be introduced safely and efficiently into the existing transportation network with the recommendations outlined’.

Staff Comment: The development agreement will require that the developer implement the recommendations from the report.

6. Landscaping Plans – request to provide more information regarding landscaping of the site and the use of vegetation and/or visual barriers to provide buffering to adjacent residential properties. Perhaps the use of opaque fencing could be used.

- A landscaping plan is attached to this report.

Staff Comment: The development agreement will require submission of a detailed Landscaping Plan, generally as shown on the Landscape Concept Plan. In particular, the developer shall erect fencing at least 6 feet in height as shown on the western side of the Landscape Concept Plan

before Building C is occupied, and shall be erected on the eastern side before Building C is occupied.

7. Propane Tanks – request to address the location of these tanks. Is there a willingness to move the tanks away from adjacent properties? If not, please provide an explanation of why this is not possible or preferred.
  - Propane tanks have been replaced with connection to natural gas.
8. Servicing Statement – confirmation from an engineer licensed in N.S. that the existing town water and sanitary sewers are of sufficient size/capacity to accommodate the development.

Staff Comment: Operations staff are confident that existing services can accommodate the development. Furthermore, the development agreement will require that the developer satisfy the Town’s Infrastructure Development Standards provided as Schedule “F” of the Town of Amherst Subdivision Bylaw. These standards apply to water, sanitary and storm services and obligate the developer to assess the impact of the development on all existing infrastructure in a manner acceptable to the Town Engineer.

9. Stormwater Management – a recent storm event resulted in significant flooding within the existing drainage ditch that runs through the subject property and extends from the northwest corner across the E.B. Chandler School property and into Dickey Brook. The proposed development will result in a significant increase in impervious surfaces and therefore the peak stormwater flows into that ditch. The Site Servicing Schematic does include some details around drainage but further analysis is required to ensure that onsite stormwater management will not exacerbate this issue.
10. Civil drawings for Building A includes a master stormwater management plan for the entire project lands. The proposed stormwater management will balance and reduce the stormwater run off generated by the project. Stormwater will be temporarily held back on site and released at a lesser rate.

Staff Comment: The Development Agreement will require that the developer’s engineer provide a design brief of the Stormwater Management Plan that explains how the plan will not result in an increase of peak flows over existing conditions

## **PUBLIC PARTICIPATION OPPORTUNITY**

A virtual public participation opportunity advertised in accordance with the Policy for Public Participation and Notification was held on January 26, 2022. A video of the meeting has been made available, and a summary is provided as part of the information package. Written submissions are also part of the information package. Some of the concerns raised at the meeting could be summarized as follows:

- Too many units and buildings are out of scale with adjacent detached dwellings.
- Traffic increase in frequency and speed
- School children safety
- Impact on school system, health care system, emergency responders, power grid, security
- Propane tank locations

- Fencing is needed
- Loss of privacy
- Construction noise and disruption
- Removal of green space and natural habitat
- Property values
- Loss of small town, established neighbourhood character
- Lack of parking

## **RELEVANT POLICY**

The following provides the Municipal Planning Strategy Policies relevant to this issue.

Land Use Bylaw: Section 7.2.2 of the Bylaw requires that residential developments with over four dwelling units are subject to a development agreement in accordance with Policy RP-9 of the Municipal Planning Strategy (MPS).

Municipal Planning Strategy:

### **Policy RP-9 Medium and High Density By Development Agreement**

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

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

The proposed development consists of three 4-storey buildings, which represents a significant increase in the intensity of the subject property over the single-detached dwelling lots that surround the subject property on three sides. In an effort to mitigate the impact on the neighborhood, the applicant has positioned the proposed buildings such that they have relatively large setbacks to adjacent residential properties. In response to public comment, Building C and its associated parking area were repositioned such that the setback is increased to approximately 50 m (164 ft) from the rear property line of the nearest property that fronts on Willow Street.

At the PAC's request, the developer provided a Shadow Study indicating that shadow cast will have a minimal impact on adjacent residential uses, although the adjacent school would experience shade.

Regarding parking, the proposal was revised to provide additional parking spaces to meet the LUB standard of 1.25 spaces/unit. While the developer did not provide a site plan with an optional expanded parking area(s), there is ample space within the development to expand the parking. In addition, given the relatively insular character of the development, spillover parking is unlikely to impact surrounding neighbourhood. In other words, significant street parking in the surrounding neighbourhood is unlikely given the distance to the proposed buildings.

Limiting impacts from outdoor lighting and signage can be easily dealt with under the terms and conditions of the development agreement. At the request of the PAC, the applicant provided Landscape Concept plan that includes perimeter fencing along the west and east property lines. Installation of the fencing and a detailed landscaping plan will be stipulated in the development agreement.

With regard to the architecture being sympathetic to 'any existing development in the surrounding area', the proposed buildings are clearly larger in both bulk and height in comparison to the adjacent detached dwellings. On the other hand, each building is approximately half the footprint and roughly 20 feet greater in height in comparison to E.B Chandler School located immediately to the north of the property. Further afield, there are existing three storey apartment buildings along Dickey Street to the west and Spring Street to the north.

### **GP-7 Compatibility**

*It shall be the intention of Council to allow a mix of compatible land uses to minimize their impacts by:*

- (a) requiring adequate buffering and setbacks;*
- (b) screening development by the use of visual barriers; and,*
- (c) regulating the location of parking, storage buildings and other accessory uses or facilities.*

The matters noted in GP-7 are for the most part included in the discussion above regarding RP-9. In addition, the location of accessory features such as storage facilities for solid waste can be addressed by the applicant and provided for in the development agreement.

### **GP-8 Density**

*It shall be the intention of Council to allow development at a density appropriate to the overall desired character of the town.*

While the relatively high density of the proposed development is a concern, particularly to many residents in the nearby area, the proposal does represent a mix of housing type and densities, which corresponds to the general intent other MPS policies noted in this report.

### **RP-8 Housing Mix**

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

The proposal would significantly increase the overall housing density in the area.

### **RP-10 Neighbourhood Stabilization**

*It shall be the intention of Council to provide for the stabilization of existing residential neighbourhoods by: (b) discouraging the encroachment of non-compatible land uses.*

The application is for a multi-unit residential development surrounded by other residential uses and an institutional use. When compared to an industrial use, it could be argued that the existing and proposed uses are all compatible. Where this policy may be relevant is the extent to which the proposed development is so intense as to be non-compatible with its surroundings. Mitigating factors include the building design and location, site layout, the use of vegetative or fencing buffers, as well as, an analysis of the impact of the proposal on shadow casting and the transportation network. These factors have all been addressed to some degree by the applicant.

### **RP-11 Affordable Housing**

*It shall be the intention of Council to encourage and promote the provision of affordable housing units within all residential areas of the Town by:(a) encouraging a mix of housing types and densities;*

The proposal would significantly contribute to the ‘mix of housing types and increase the overall density in the area. Currently, the shortage of housing across the spectrum of housing types has had a significant negative impact on housing affordability. Additions of these multi-unit dwellings addresses this shortage and can potentially increase affordability.

### **RP-12 Residential Area Design**

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

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

The proposal is an infill development, which speaks to the efficient use of land that does not require extension of existing town infrastructure. Vehicle and active transportation connectivity is relatively high, with two existing street accesses via Brown and Mosher Streets to Walter Purdy Drive. The most important connection will be direct access to Willow Street via a newly constructed public access. The development is within close walking distance to three schools, providing easy pedestrian access for children, and it is in close proximity to the trail that runs along Dickey Brook that connects to parks to the west and the marsh trail to the northwest. Dickey Park is within short walking distance.

As noted previously, the Traffic Impact Study found that the estimated new vehicle and pedestrian traffic can be ‘safely and efficiently’ introduced into the existing transportation network with recommended actions that include a marked crosswalk on Willow Street.

#### **MS-4 Service Standards**

*It shall be the intention of Council to maintain a ‘Development Standards Bylaw’ in order to establish the required servicing standards for development within the town...*

The applicant has been provided with the town’s Development Standards, which are part of the Subdivision Bylaw. Town engineering have indicated that existing service connections can accommodate the proposal. Preliminary servicing and storm drainage plan have been submitted. A standard development agreement would require the submission of a storm water drainage plan as part of the development. Principal requirements of the drainage plan will be not increase runoff onto adjacent properties, and not increase peak flows into Dickey Brook through the installation of retention infrastructure.

#### **MS-11 In-fill Development**

*It shall be the intention of Council to encourage and facilitate the development of vacant land located on existing municipal services in order to make more efficient use of such services.*

As previously stated, the proposal satisfies the above policy.

#### **R-21 High Density Open Space**

*It shall be the intention of Council to require multiple unit residential properties to provide usable open space for use of residents on the site.*

In addition to the individual balconies, the proposal provides significant common open space, including over an acre in the center of the development.

#### **A-5: Amendment Criteria**

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

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

While it could be argued that the proposal generally conforms to the general intent of the MPS policies, there is legitimate cause for concern with regard to traffic generation and the extent to which the number of dwelling units and the height, bulk of the buildings may impact the surrounding neighbourhood. The applicant has attempted to address these concerns by providing a Shadow Study, changed building and parking locations to increase separation, and proposed privacy fencing to mitigate the impact of the parking lots on adjacent residential uses to the east and west.

A traffic impact study conducted by a traffic engineer licensed to practice in Nova Scotia was conducted to provide an analysis of the capacity impact of the surrounding street network as a result of the estimated traffic generated from the development. As outlined previously, the study concluded that the new traffic generated from the development could be accommodated into the existing transportation network.

### **CONCLUSIONS:**

As discussed above, the proposal meets the general intent of MPS policies. The development agreement process has given the public an opportunity to provide input that is detailed in this package. Should Council decide to give First Reading of the agreement, the public will have another opportunity to provide input at a public hearing before Council. The PAC, after reviewing the material, requested additional information and changes that the applicant has for the most part provided. With regard to addressing and/or mitigating the potential negative impacts, reasonable attempts have been made to address these issues and have been incorporated into the draft development agreement.

Staff recognize the scale of the proposed development is cause for concern; however, there is no specific MPS policy that would prohibit or significantly reduce the proposal's scale. Policies that relate to traffic impacts, separation distances, parking provisions, use of fencing and landscaping, shadow casting, engineering analysis for servicing, and other measures have all been addressed. When compared to other urban centres, it is difficult to argue that 4-storey apartment buildings cannot be compatible with single-detached dwellings.

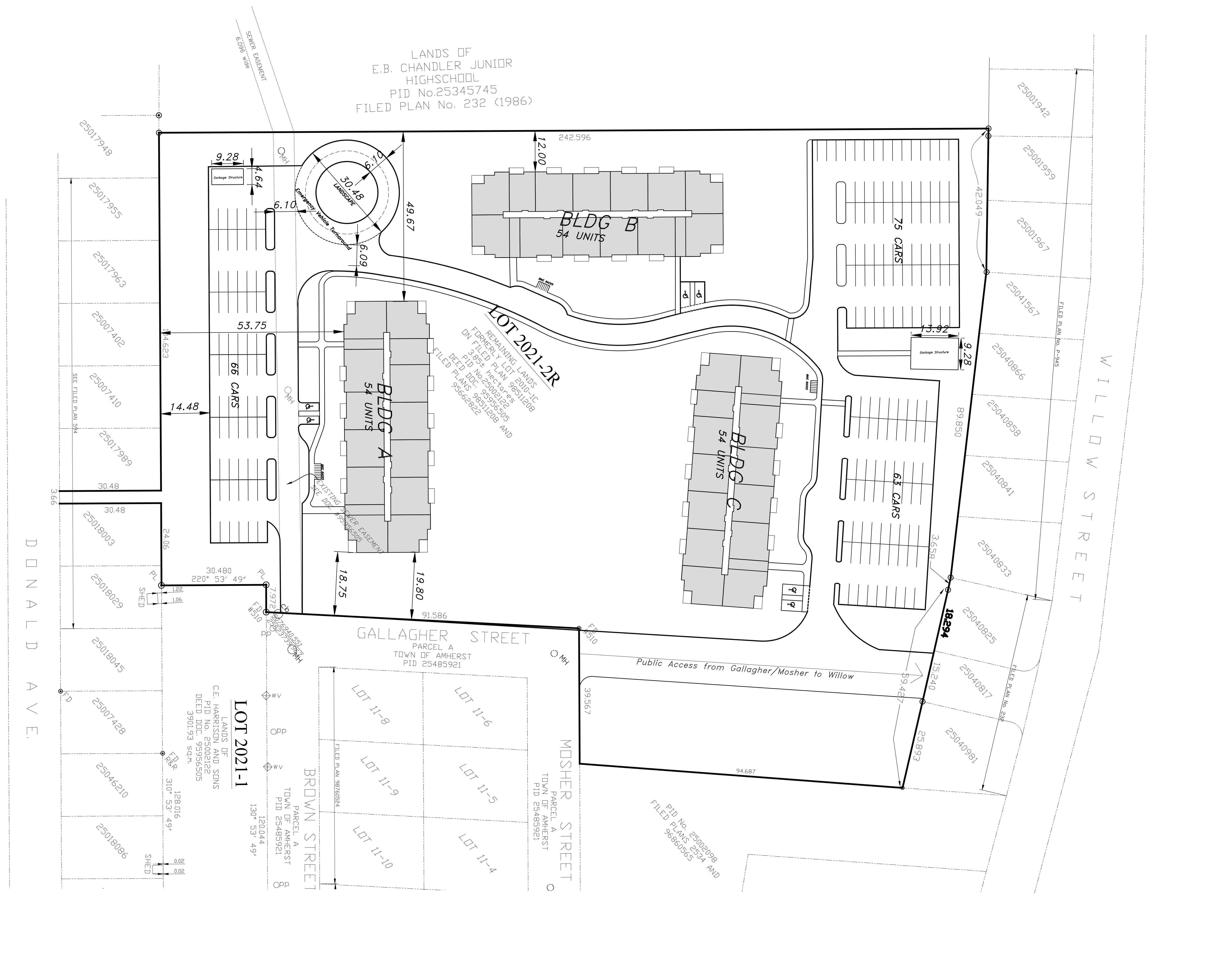
### **OPTIONS:**

Option One: Recommend that Council enter into the Development Agreement for Lot 21-2R as drafted.

Option Two: Recommend that Council enter into the Development Agreement for Lot 21-2R with specific changes to the draft agreement as follows:

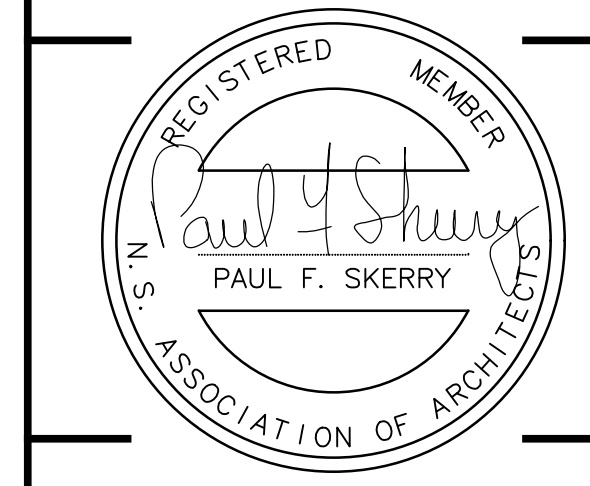
Option Three: Recommend to Council not to enter into the Development Agreement for Lot 21-2R, siting specific policies with which the proposal does not conform.

**STAFF RECOMMENDATION: Option One.**



- NOTES:
- 1) THE CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL DIMENSIONS ON SITE & REPORTING ANY DISCREPANCY TO THE ARCHITECT BEFORE PROCEEDING.
  - 2) DO NOT SCALE FROM DRAWINGS. USE FIGURED DIMENSIONS.
  - 3) DRAWING REPRESENTATIONS MAYBE IN VARIANCE W/ DETAILED SPECS. & SCHEDULES, IN WHICH CASE SPECS. & SCHEDULES OVERRIDE THE DRAWINGS.
  - 4) CHANGES FROM THESE PLANS & SPECS. MUST BE AGED TO IN WRITING, & APPROVED BY THE ARCHITECT & OWNER, BEFORE PROCEEDING.
  - 5) ONLY THOSE DRAWINGS MARKED APPROVED FOR CONSTRUCTION, SIGNED & DATED BY THE ARCHITECT ARE TO BE USED FOR CONSTRUCTION.
  - 6) THESE DRAWINGS ARE TO BE READ IN CONJUNCTION W/ THE SPECS.

Paul Skerry Associates Ltd.  
**ARCHITECTS**  
5514 LIVINGSTONE PLACE  
HALIFAX N.S. B3K 2B9  
PHONE: 902-455-4361  
FAX: 902-455-7778  
EMAIL: pskerry@ns.symptotico.ca



No.	DESCRIPTION	Date
09	Repositioned BLD C	4/28/22
08	Removed Propane Tanks	4/28/22
07	Added Propane Tanks	10/29/21
06	Increased Turing Circle Size	10/13/21
05	Added Garbage Structures	10/05/21
04	Revised Site Plan per Civil	10/05/21
03	Revised Site Plan	9/21/21
02	Revised Public Access Road	4/29/21
01	Revised Site Plan	4/22/21

REVISIONS

PROJECT

PROPOSED PROJECT  
Lot 2021-2R  
BROWN/GALLAGHER/MOSHER  
STREETS  
AMHERST, NS.

TITLE:

SITE PLAN

drawn by: CM	checked: PS
date: April 26/2022	approved: PS
scale: 1:500	dwg #: A1.0
project #: 3128	





## Andrew Fisher

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**From:** Kim Jones  
**Sent:** January 21, 2022 1:49 PM  
**To:** Andrew Fisher  
**Subject:** FW: Questions for Dev. Agreement Application - Multi-Unit Brown/Mosher Streets  
**Attachments:** Side Set Elevation - back 97 willow.pdf

FYI

**From:** Giles Beland - Bowers' Construction <[REDACTED]@gmail.com>  
**Sent:** January 21, 2022 10:52 AM  
**To:** Kim Jones <KJones@amherst.ca>  
**Subject:** Questions for Dev. Agreement Application - Multi-Unit Brown/Mosher Streets

Good morning.

The following are some of my questions for the meeting scheduled on Jan 26, 2022.

- What is the developer's history? If it is a new partnership, what are the individual principles development histories?
- What other projects have the developer built & where?
- How have the neighbourhoods where this developer built reacted to their projects?
- Who is the target market for these residential apartments?
- What will be the monthly rental rates for these apartments - range, please.
- Will there be inclusionary housing units provided within these apartments? If so, how many or percentage?
  
- Bldg's A & B enjoy a parking lot buffer between their structures and the property boundaries, but Bldg C does not - this is **not** acceptable.  
BUILDING C should be located where the proposed parking lot is located and the parking lot where Bldg C is currently being offered.  
I have attached a side elevation of the shadow cast by the proposed building location vs where I suggest it is relocated. (40' high apartment block, 14' high residence)
  
- Is there a plan or time frame for construction? Start date? Which structure will be built first? Or, will they all be built at the same time?
- What privacy designs are being proposed between property owners and the new development? Fence? Style, height, etc.
- Will there be pedestrian access along the three sides not accessed by a road? EB Chandler, for example.
- What is the ground lighting plan? What consideration of light pollution has been given to existing property residents?
- What is the plan for crosswalk provisions at the intersection of Gallagher & Willow?
- Will there be a sidewalk along Gallagher street? If so, what side?
- What will be the finish grade elevation of the property concerning the existing elevation?
- Are the current municipal services, water, sewer & storm adequate for this proposal? If not, what are the expected costs to enhance to meet the requirements? Who will pay for these enhancements? The developer or the town? Where will the money come from?
- How will garbage be collected? Will there be dumpsters? If so, where will they be located? With what frequency will they be serviced, and at what time of the day?
- How will recycling (as currently participating residents follow) be collected? Where will these recyclables be located? With what frequency will they be serviced, and at what time of the day?

- Where will the snow be stockpiled? What are the plans to minimize runoff into adjacent properties?
- What are the proposed tree planting requirements? Where will trees be planted? What kind of trees will be planted?

Will all these questions be asked at this meeting? If not, why? When will they be answered?

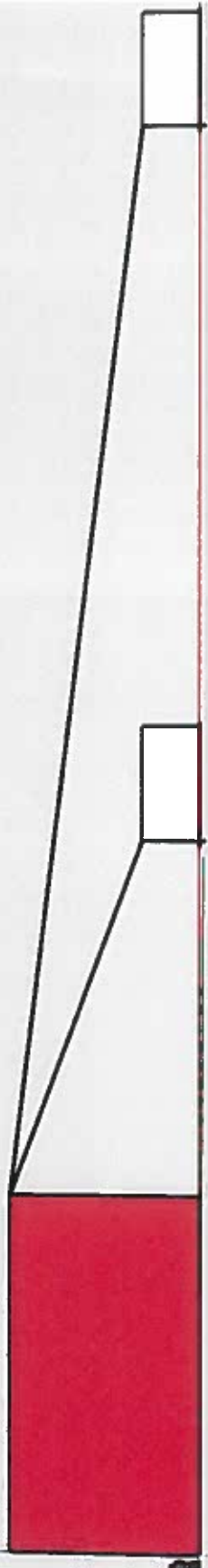
Regards,  
Giles Beland  
97 Willow Street  
Amherst NS

--  
Giles Beland, M.Pl.  
Bowers' Construction Ltd.  
25 Lorne Street  
Sackville, NB E4L 3Z8

  
[www.bowersconstruction.com](http://www.bowersconstruction.com)

*"a jack of all trades is a master of none, but oftentimes better than a master of one"*

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# MEMO

**TO:** Planning Advisory Committee

**FROM:** Andrew Fisher, Director of Planning & Strategic Initiatives

**DATE:** February 7, 2022

**RE:** **Development Agreement – Lot 2021-2R Brown/Mosher Apartment Complex**

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## **PROPOSAL:**

An application by Paul Skerry Architects on behalf of the property owner, Nova View Developments Ltd., for a development agreement to allow construction of three, 54-unit apartment dwellings on Lot 2021-2R (PID 25002122), located south of E.B. Chandler School, adjacent to Brown and Mosher Streets.

## **BACKGROUND INFORMATION:**

The attached Application Briefing provides the Site Details, Neighbourhood Context, and Proposal Details.

## **PUBLIC PARTICIPATION OPPORTUNITY**

A virtual public participation opportunity advertised in accordance with the Policy for Public Participation and Notification was held on January 26, 2022. A video of the meeting has been made available, and a summary is provided as part of the information package. Written submissions are also part of the information package. Some of the concerns raised at the meeting could be summarized as follows:

- Too many units and buildings are out of scale with adjacent detached dwellings.
- Traffic increase in frequency and speed
- School children safety
- Impact on school system, health care system, emergency responders, power grid, security
- Propane tank locations
- Fencing is needed
- Loss of privacy
- Construction noise and disruption
- Removal of green space and natural habitat
- Property values
- Loss of small town, established neighbourhood character
- Lack of parking

## **RELEVANT POLICY**

The following provides the relevant Municipal Planning Strategy Policies

Land Use Bylaw: Section 7.2.2 of the Bylaw requires that residential developments with over four dwelling units are subject to a development agreement in accordance with Policy RP-9 of the Municipal Planning Strategy (MPS).

Municipal Planning Strategy:

**Policy RP-9 Medium and High Density By Development Agreement**

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

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

The proposed development consists of three 4-storey buildings, which represents a significant increase in the intensity of the subject property over the single-detached dwelling lots surround the subject property on three sides. In an effort to mitigate the impact on the neighborhood, the applicant has positioned the proposed buildings such that they have relatively large setbacks to adjacent residential properties. One way to evaluate the degree to which the setbacks are adequate to limit potential impacts is to conduct a shadow study, which will show how adjacent properties may or may not be shaded from the sun by the proposed buildings. While the intention of the shade study would not be to eliminate any shade cast to adjacent properties, it could result in adjustments to the proposal to reduce potential impacts.

The proposal includes 1.2 parking spaces per unit totaling approximately 200 spaces. The lots spread over three areas to mitigate against dominating the property. Given the somewhat insular configuration of the proposal it is unlikely that a shortage of parking spaces would impact adjacent properties; however, the agreement could require that the developer provide a site plan showing where additional parking spaces could be provided onsite should they be found necessary once all three buildings are occupied. In addition, it may be prudent to move the 56-space parking area such that it is located between Building C and the adjacent properties that front on Willow Street. The shadow study noted above could inform that decision.

Limiting impacts from outdoor lighting and signage can be easily dealt with under the terms and conditions of the development agreement. With regard to the use of vegetation, it is reasonable to request that the proponent provide detail around how the use of vegetation and or fencing might be used to improve the aesthetic quality of the development, as well as, mitigate the potential

impacts on adjacent properties. It is also reasonable to recommend that Council enter into a development agreement, subject to the submission of a detailed landscaping plan.

With regard to the architecture being sympathetic to ‘any existing development in the surrounding area’, the proposed buildings are clearly larger in both bulk and height in comparison to the adjacent detached dwellings. On the other hand, each building is approximately half the footprint and roughly 20 feet greater in height in comparison to E.B Chandler School located immediately to the north of the property. Further afield, there are existing of three storey apartment buildings along Dickey Street to the west and Spring Street to the north.

### **GP-7 Compatibility**

*It shall be the intention of Council to allow a mix of compatible land uses to minimize their impacts by:*

- (a) requiring adequate buffering and setbacks;*
- (b) screening development by the use of visual barriers; and,*
- (c) regulating the location of parking, storage buildings and other accessory uses or facilities.*

The matters noted in GP-7 are for the most part included in the discussion above regarding GP-9. In addition, the location of accessory features such as storage facilities for propane and solid waste can be addressed by the applicant and provided for in the development agreement.

### **GP-8 Density**

*It shall be the intention of Council to allow development at a density appropriate to the overall desired character of the town.*

While the relatively high density of the proposed development is a concern, particularly to many residents in the nearby area, the proposal does represent a mix of housing type and densities, which corresponds to the general intent other MPS policies noted in this report.

### **RP-8 Housing Mix**

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

The proposal would significantly increase the overall housing density in the area.

### **RP-10 Neighbourhood Stabilization**

*It shall be the intention of Council to provide for the stabilization of existing residential neighbourhoods by: (b) discouraging the encroachment of non-compatible land uses.*

The application is for a multi-unit residential development surrounded by other residential uses and an institutional use. As such, all such uses are intrinsically compatible. Where this policy may be relevant is the extent to which the proposed development is so intense as to be non-compatible with its surroundings. Mitigating factors include the building design and location, site layout, the use of vegetative or fencing buffers, as well as, an analysis of the impact of the proposal on shadow casting and the transportation network.

**RP-11 Affordable Housing**

*It shall be the intention of Council to encourage and promote the provision of affordable housing units within all residential areas of the Town by:(a) encouraging a mix of housing types and densities;*

The proposal would significantly contribute to the ‘mix of housing types and increase the overall density in the area.

**RP-12 Residential Area Design**

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

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

The proposal is an infill development, which speaks to the efficient use of land that does not require extension of existing town infrastructure. Vehicle and active transportation connectivity is relatively high, with two existing street accesses via Brown and Mosher Streets to Walter Purdy Drive. The most important connection will be direct access to Willow Street via a newly constructed public access. The development is within close walking distance to three schools, providing easy pedestrian access for children, and it is in close proximity to the trail that runs along Dickey Brook that connects to parks to the west and the marsh trail to the northwest. Dickey Park is within short walking distance.

**MS-4 Service Standards**

*It shall be the intention of Council to maintain a ‘Development Standards Bylaw’ in order to establish the required servicing standards for development within the town...*

The applicant has been provided with the town’s Development Standards, which are part of the Subdivision Bylaw. Town engineering have indicated that existing service connections can accommodate the proposal. Preliminary servicing and storm drainage plan have been submitted. A standard development agreement would require the submission of a storm water drainage plan as part of the development. Principal requirements of the drainage plan will be not increase runoff onto adjacent properties, and not increase peak flows into Dickey Brook through the installation of retention infrastructure.

**MS-11 In-fill Development**

*It shall be the intention of Council to encourage and facilitate the development of vacant land located on existing municipal services in order to make more efficient use of such services.*

As previously stated, the proposal satisfies the above policy.

### **R-21 High Density Open Space**

*It shall be the intention of Council to require multiple unit residential properties to provide usable open space for use of residents on the site.*

In addition to the individual balconies, the proposal provides significant common open space, including over an acre in the center of the development.

### **A-5: Amendment Criteria**

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

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

While it could be argued that the proposal generally conforms to the general intent of the MPS policies, there is legitimate cause for concern with regard to traffic generation and the extent to which the number of dwelling units and the height, bulk of the buildings may impact the surrounding neighbourhood. As noted above in the RP-9 discussion, a shadow cast analysis would show the degree to which the proposed buildings would shadow adjacent properties, if at all. This information would help inform the review of the proposal.

With regard to traffic generation, there is little doubt the development will increase traffic in the area. A traffic impact study conducted by a traffic engineer licensed to practice in Nova Scotia would provide an analysis of the capacity impact of the surrounding street network as a result of the estimated traffic generated from the development. The study would answer whether or not the combined traffic generated from the existing and proposed development will be within the current capacity standards as established by the Transportation Association of Canada. The study scope would include Willow, Donald, Brown, Mosher, and Walter Purdy Drive.

**CONCLUSION:**

As discussed above, the proposal meets the general intent of town policies, but more information would help making an informed a decision on the application. As per the development agreement process, the public have been given an opportunity to provide input. It would be prudent for the PAC to give their feedback to the applicant, request more information in the form of a shadow and traffic impact analysis, and give the applicant an opportunity to respond.

**OPTIONS:**

Option One: Defer a recommendation to Council and request that the applicant provide a shadow study of the proposed buildings, a traffic impact analysis to the satisfaction of the Development Officer, and attempt to address concerns raised by the public and the PAC.

Option Two: Recommend to Council not to enter into the Development Agreement for Lot 21-2R, siting specific policies with which the proposal does not conform.

**STAFF RECOMMENDATION: Option One.**

# Application Details

**Applicant:** Connor Manson, Paul Skerry Architects Ltd.

**Owner:** Nova View Developments Ltd.

**Summary of Proposal:** Three, 54-unit Apartment Buildings.

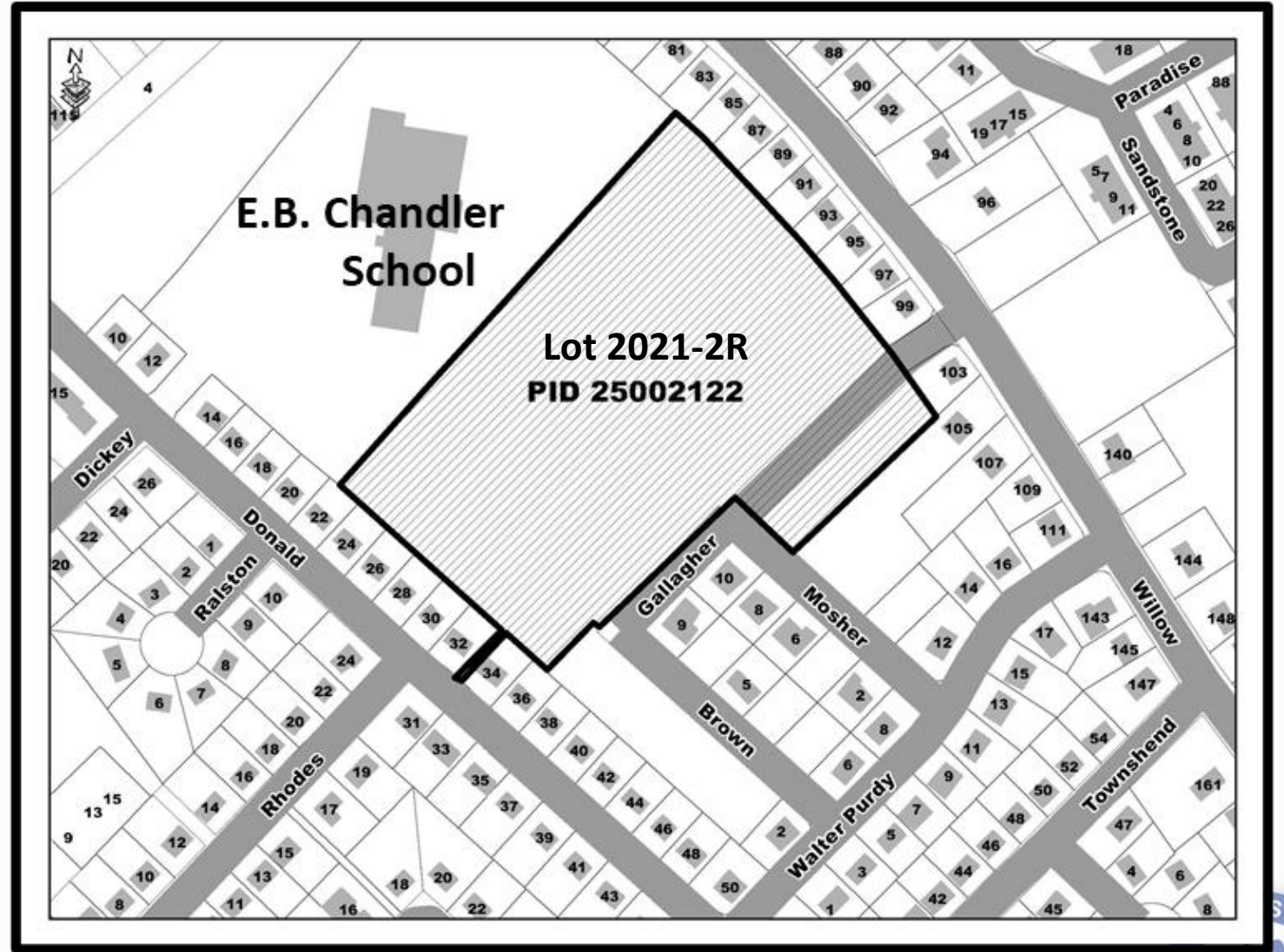
**Location:** Lot 2021-2R south of E.B. Chandler School, adjacent to Brown and Mosher Streets.

**Property Size:** 38,500 m<sup>2</sup> (9.5 acre)

**Street Frontage:** 91.5 m at Gallagher, 15 m at Willow.

**Existing Land Use:** vacant field.

**Existing Zoning:** General Residential



# Neighbourhood Context

- The Subject property is immediately surrounded on three sides by single-detached dwellings.
- Several existing multi-unit developments exist within the general area, including but not limited to:
  - Two 24-unit buildings on Dickey St.
  - 12-unit apartment on Willow St.
  - 33-unit apartment on Spring St.
  - Several 4-unit townhouses to the east in the Sandstone Crescent area and 4-6 unit townhouses to the west in the Dickey/Rupert Street area.
- E.B. Chandler Junior Highschool is immediately adjacent to the north. Spring Street Academy and Amherst Regional High School is approximately 500 metres away.
- Centennial Trail, and Dickey Park are some of the recreational spaces within short walking distance of the subject property.



# Proposal Details

**General Description:** Construct three, 54-unit four storey apartment buildings of identical size, architectural design, and features.

**Number of Units:** 54 / building x 3 = 162 total

**Property Area:** 38,500 m<sup>2</sup> (9.51 acre)

**Density:** 17 units/acre

**Parking:** 198 spaces on 3 lots (1.2 spaces/unit)

**Access:** vehicle access from Brown and Mosher Streets, and connection of Gallagher Street to Willow Street. Pedestrian access to Donald Ave.

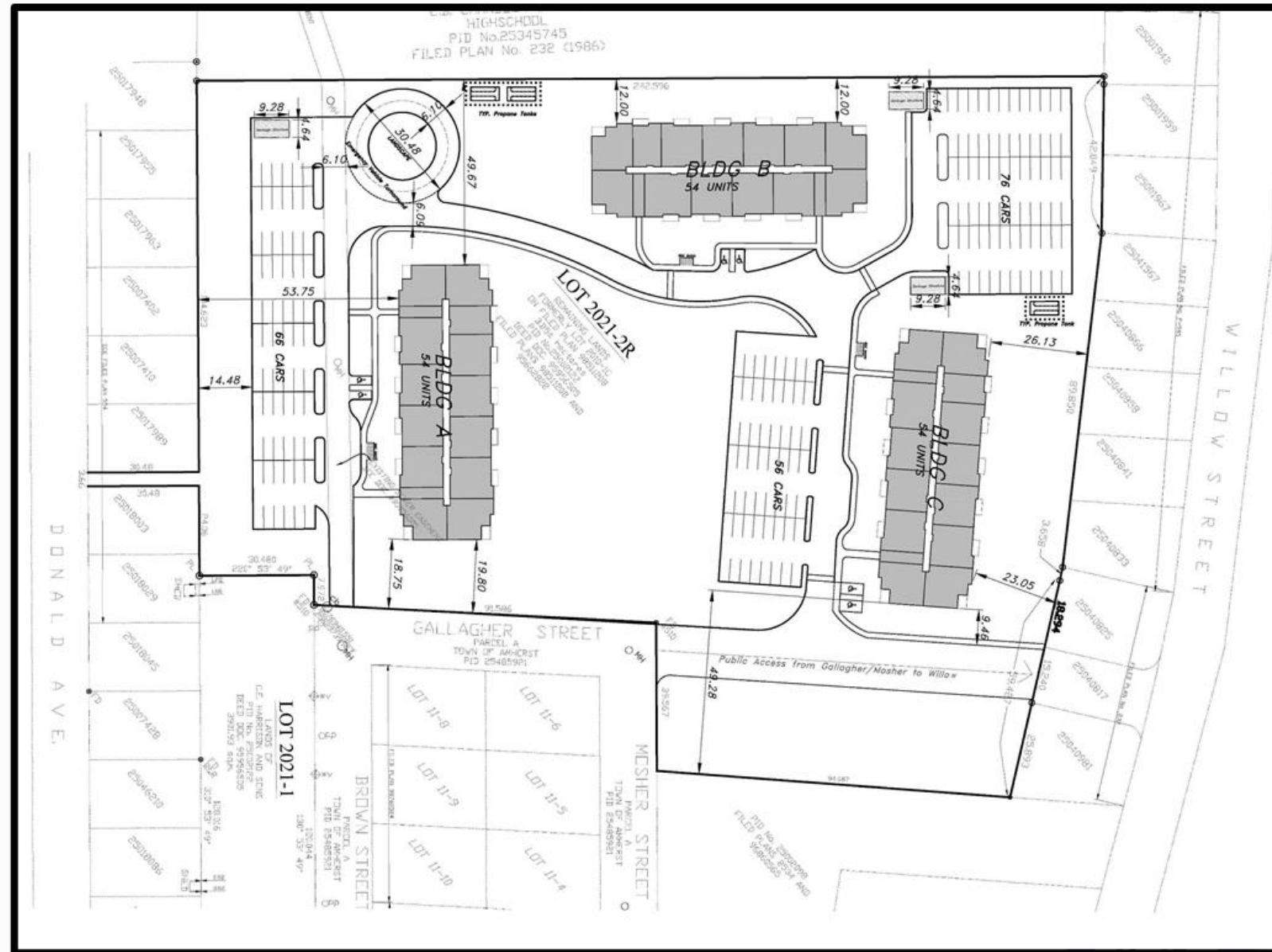
**Building Dimensions:** 76 feet x 240 feet

## Setbacks:

**Building A** – 54 metres (176 ft.) to lots fronting Donald Ave. 34 metres (112 ft.) to nearest lot on Brown Ave.

**Building B** – 12 metres (39 ft.) to EB Chandler School lot.

**Building C** – approx. 25 metres (80 ft.) to lots fronting on Willow Street.



# Building Details

**Building Dimensions:** 23.2 m (76 ft.)  
x 73.2 m (240 ft.)



3D View 1



3D View 2

**PRELIMINARY  
NOT FOR CONSTRUCTION**

# Building Details

**Building Dimensions:** 23.2 m (76 ft.) x 73.2 m (240 ft.)

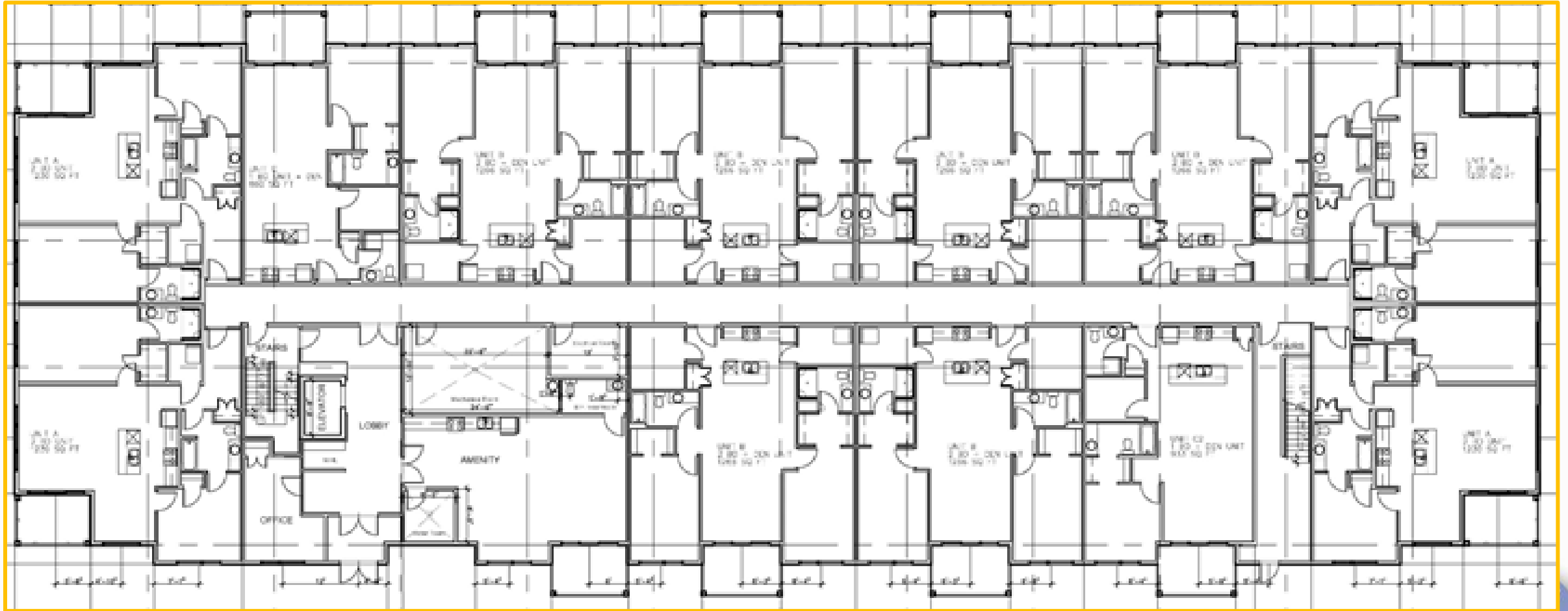


**PRELIMINARY  
NOT FOR CONSTRUCTION**

# Ground Floor

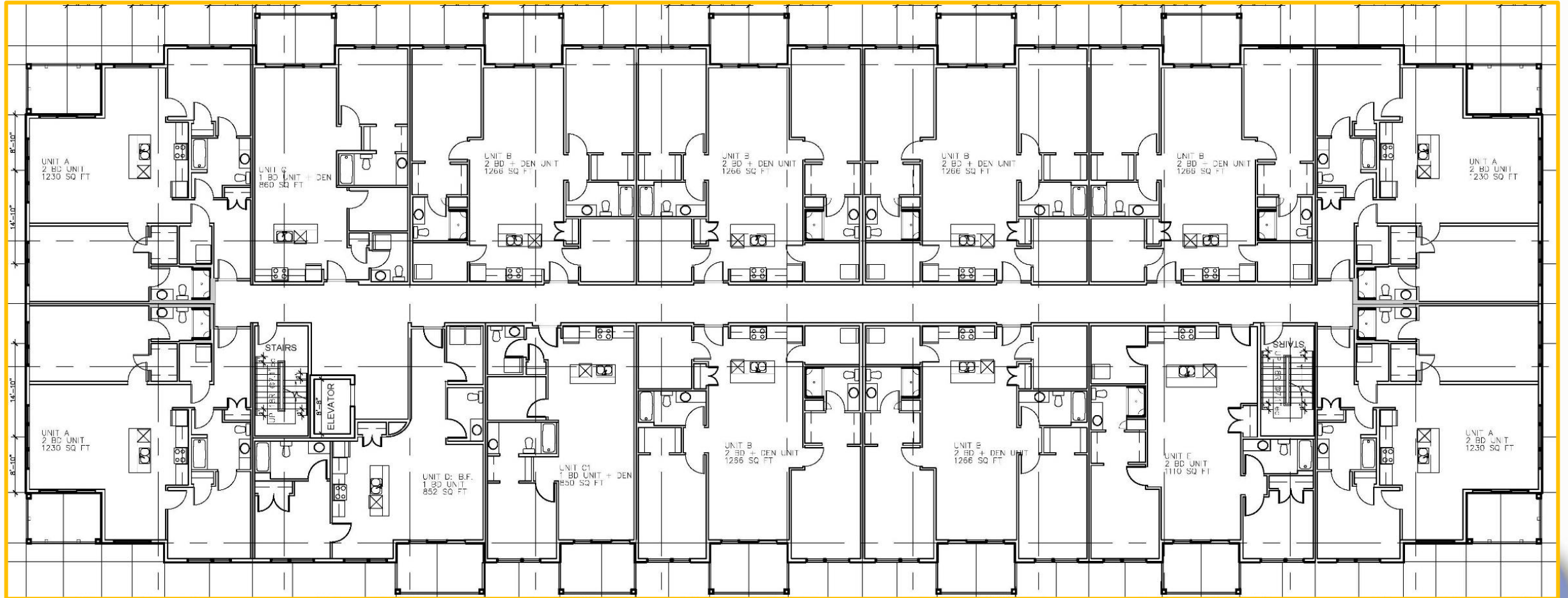
- Ten 2 bedroom units (1,230 – 1,266 sqft)
- Two 1 bedroom units (850 – 860 sqft)
- All units include a den and 96 sqft outdoor patio

Common Amenity Space (approx. 500 sqft)



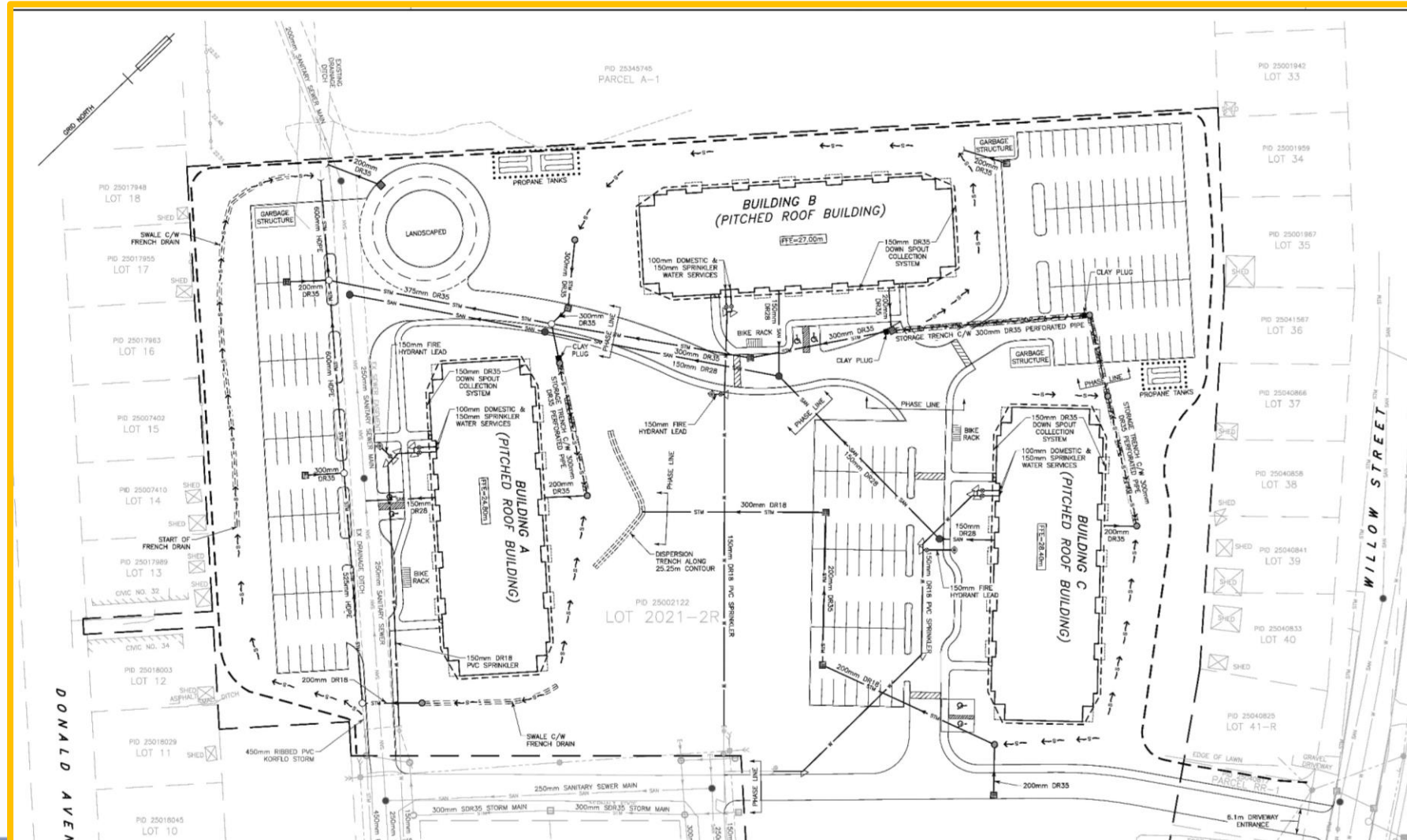
# Floors 2-4

- Eleven 2 bedroom units (1,230 – 1,266 sqft)
- Three 1 bedroom units (860 – 933 sqft)
- All units have a den and a 96 sqft outdoor patio



# Site Servicing

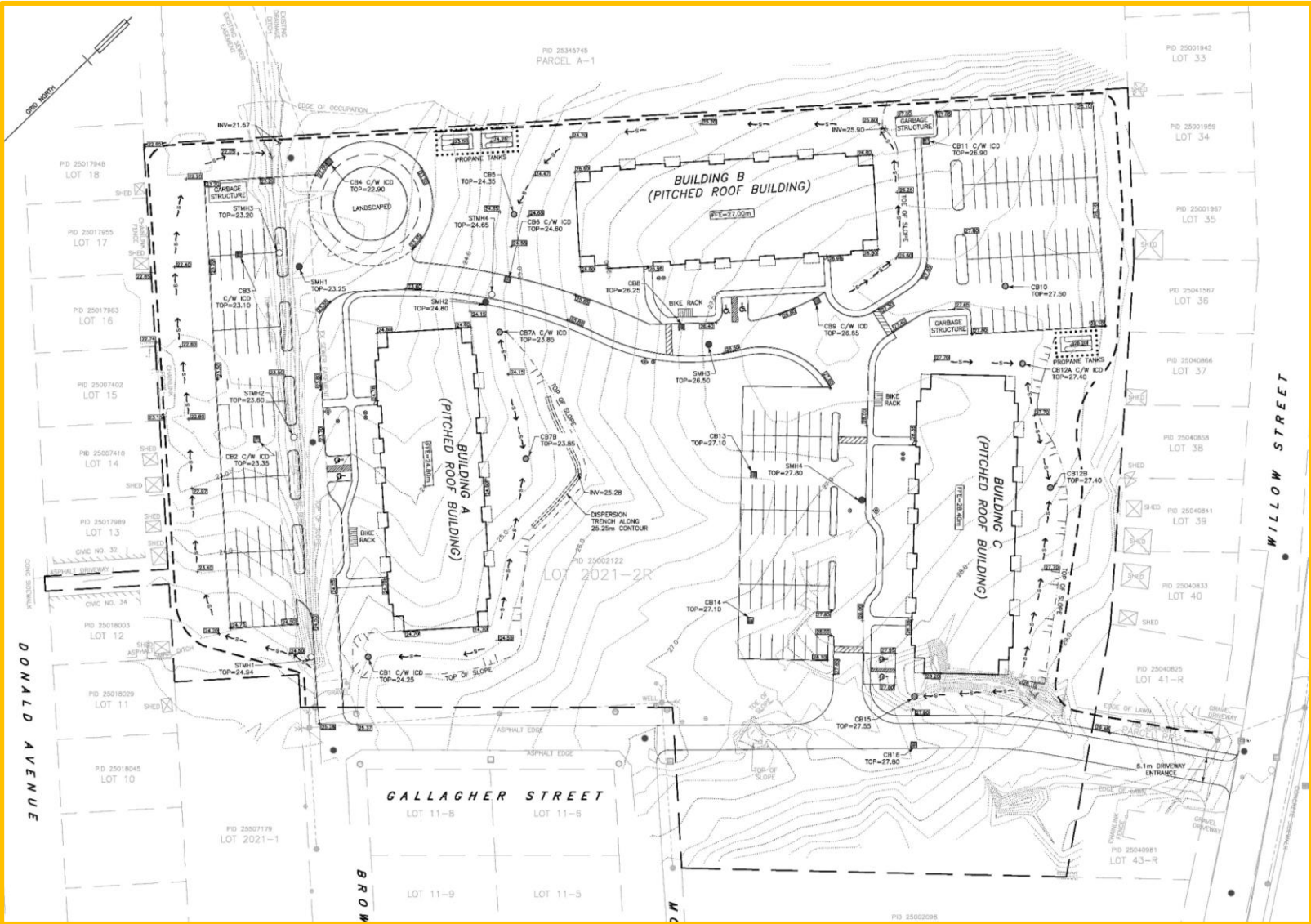
- Preliminary design developed in coordination with town engineering based on Town Servicing Standards
- Utilizes existing water and sanitary service mains



#seewhyweloveit



# Surface Drainage



**From:** Jeff Smith <[jeff@jeffsmith.me](mailto:jeff@jeffsmith.me)>  
**Sent:** January 14, 2022 12:20 PM  
**To:** Kim Jones <[KJones@amherst.ca](mailto:KJones@amherst.ca)>  
**Cc:** Andrew Fisher <[AFisher@amherst.ca](mailto:AFisher@amherst.ca)>  
**Subject:** Feedback on Lot 2021-2R (PID 25002122) Brown/Mosher Streets  
**Importance:** High

Good afternoon,

I reside at 88 Willow Street and this morning received notification of the proposed plans for Lot 2021-2R Brown/Mosher Streets.

I must state that I am honestly appalled that Amherst Town Council would consider rezoning this land and supporting this project. Willow Street already has a very high volume of traffic without adding the possibility of another 198 vehicles to traffic in the area as well as the heavy equipment and increased construction traffic during development. This will create a very dangerous situation for children that live in the area as well as all children that are walking to Amherst Regional High School, EB Chandler Junior High, and Spring Street Academy. There are already close calls with traffic and kids crossing Willow Street due to the high rate of speed of many vehicles, especially during higher traffic times in the morning, noon time, and after school and work. Given that I have three young children myself, the thought of potentially doubling the traffic in this area is not only terrifying as a parent, but as a homeowner in the area the significant noise, traffic, and disruption that will be added will make this area of town very undesirable to live.

I am already hesitant to allow my children to play in our front yard due to the volume of traffic that is already present on Willow Street.

In addition to these *significant* safety concerns, the proposed buildings are entirely out of character and scale with existing architecture in the area. These buildings will be towering over surrounding houses, reducing the amount of natural light these properties receive. Privacy of existing dwellings will also be significantly impacted due to the height and scale of this proposed development.

## Questions

- Has there been consideration of school zoning with the addition of 162 residential units in the area? EB Chandler and Spring Street Academy are already jammed full with students, where do extra children attend school? How does this impact the level of education that children already attending these schools receive?
- How will the additional traffic and noise in the area be handled?
- Will traffic policing be increased in the area?
- Is there sufficient staffing for emergency services coverage for such a development?
- Does Cumberland Regional Health Care Centre have staffing to cover the potential of 162 new families moving into the area?
- How will this new development impact property values and taxes in the area?

- The site plan illustrates 4 large propane tanks that will be positioned in close proximity to EB Chandler Junior High. Is this not a safety concern?

In closing, I appreciate the opportunity to submit comments and questions and look forward to continued dialogue about this development. I feel strongly that it changes the nature, character and safety of our community. I certainly hope that the Planning Advisory Committee and Town Council put the safety and comfort of residents ahead of any potential tax income that would come from such a development.

Thank you,

Jeff Smith

**RE: Lot 21-2R Apartment Complex**

**Received via email 20220202**

We received your invite in the mail and I guess our only concern is if the area will be fenced in or will the residents be walking willy nilly through peoples yards? These are not going to be low rental I hope.

We knew the land would be developed into some sort of apartments but we're expecting ones similar to the ones off Gladstone.

Thank you,

Barb March

**RE: Lot 21-2R Apartment Complex**  
**Received via email 20220120**

Questions and concerns re proposed multi-unit development re lot 2021-2R PID 25002122  
Brown/Mosher streets.

1. Why was this proposal not distributed to all residents on both sides of the following streets: Donald Avenue, Walter Purdy Avenue and Willow Street? Such a huge development will impact them in terms of increased vehicle traffic, pedestrian traffic, possible increase in infrastructure: sidewalks, water/ sewage development, more police presence, possible increase in unsanctioned activities ie: criminal.
2. What is the Town of Amherst going to do to control traffic in these areas above? Already traffic has increased especially on Willow Street, with increased noise and speeders (including school busses). With this development there is a potential of 210 cars using basically streets that are one car lanes save for Willow Street. {3 x 54 units = 162 + 1/3 of 162 = 50 may have a second car =210}.
3. Should the development go through, what is the Town's position with increased vehicle and pedestrian traffic?
4. The 162 units will increase the population in an established quiet and quaint neighbourhood. What is the Town and Developers going to do especially for families with young children and teens to keep them occupied and out of trouble?
5. What is the makeup of the residents expected?
6. Concern: With more people, it is expected some of these residents will have pets. It can be anticipated the pets owners will allow cats to roam free and dog owners to allow their dogs to defecate in the soccer field and surrounding area without picking up after their pets. Lots of soccer families and E.B Chandler school children use this field. Already in the area, cats are roaming free.
7. Will the Town or Developers build fences for the established residents in the area as it is expected development residents will want to 'short cut' through people's property.
8. Do established residents have a say in this proposal or is it an already done deal?
9. Are there no other sites that can withstand such a large development?
10. Concern: Is such a large influx of people and apartments a good fit of land development for the quaint and quiet established neighbourhood?
11. Concern: Will not a high density population in a small area encourage less health and well-being for the area?
12. Why such a large development in a quaint and quiet established neighbourhood?
13. What is the Town's and Amherst Fire Marshal's position and emergency plan to meet the needs of the local residents and proposed development should an evacuation need to take place i.e. fire?
14. Will the Town and Developers build areas of a green buffer zone(s) and beauty to accommodate all residents?
15. If there is an influx of families, will not this increase an already overburdened school system? What is the plan to handle this issue besides wait until it happens?
16. Concern: With increased traffic and population, already waste is thrown from vehicles to lie on the street/property and wind-blown garbage is left for others to pick up.

17. Is there a better 'win win' situation such as slab-on-grade type buildings as found behind the Pharmasave Amherst?
18. Is this a development that is consistent with any applicable comprehensive plan for the area? Is this a zone usage/change that is consistent for the area and for the development of public services?

W.R. Nicholls

**RE: Lot 21-2R Apartment Complex**  
**Received via email 20220126**

I wish to thank you for the opportunity to join the zoom session tonight and object to this development for following reasons:

Too many apartments for the space. There will be 162 units, 138 of them 2 bedrooms containing approx 350 residents, most of which will have cars, way to many for the parking spaces.

The auto traffic on Willow St and Donald ave will be unbelievable and fast considering three schools in this area.

I am glad there will be only a walkway and not a road to Donald Ave.

This town needs affordable housing and these units certainly will not be affordable to most residents.

These bldgs may have an adverse effect on our house value.

Charlie & Judy Tooke  
18 Donald Ave

**RE: Lot 21-2R Apartment Complex**  
**Received via email 20220127**

Hello and thank you for the opportunity to express our concerns over the proposed apt developments. As was spoken many times last evening we dread the lack of privacy these apts will present to our yards and even in windows. Apts above the first floor will be directly over our back yards thus reducing our privacy in our yards to none. Even construction of a fence will provide no privacy.

The traffic is another great concern as mentioned the kids driving cars on these streets at great speeds are a huge problem to which we have called town police a few times. There is simply not enough resources to monitor this continuously.

We have a lovely residential area with the added blessing of some open space that will become a concrete jungle.. This in all respect is not the city, we enjoy our quiet way of life..many cats hunt in these fields for survival , I have personally watched ducks in the brook when water runs high..birds make their home in our trees.. All reasons we purchased this home last year. Garbage at the school is allready a disgrace in the brook that runs there let's not add 160 odd apts to add to that problem. Has any review been taken to see if the citizens of Amherst can afford this rent.

Noone in our area or surrounding want or support the building of this nature here.As someone pointed out there are better spots to build that is not in the back yards of a block of citizens who.have strived to maintain a quiet place to live.

Will this drop the value of our homes? I fear we know the answer to this.

Also the power grid. As everyone knows we lose power on a regular basis here in amherst. This will only add to the pressure put on a weakening grid system.

I respect that a developer would want to build likely needed apts in our town but At the cost of people who have lived here for most of our lives.

Thank you for reading Kelly Gallant @

24 Donald Ave

**RE: Lot 21-2R Apartment Complex**  
**Received via email 20220127**

I live at 40 Donald Avenue, when we moved here just over four years ago, we thought we bought in a residential area that was designated for single dwelling homes. The proposal to put 3 large structural units in this area that would dwarf the surrounding homes seems to take away not only from the residential feel, but I believe brings down our property values. At various times during the day Donald Avenue is a very busy street with both vehicle traffic and school children. The added vehicle and foot traffic generated by the units on the narrow streets in the surrounding area will create a more dangerous environment. We have vehicles speeding up and down the street, especially when the Highschool gets out. At times during the day this is a noisy street, we have two bumps near my home that were created because of sewer repair and when cars and especially the heavy traffic hit them it's loud. The extra traffic will only increase the noise as will the construction of the units. As mentioned during the meeting last night is there no area in the town of Amherst more suited for these types of structures, someone did mention Robert Angus Drive. It's only my opinion but I don't believe these size units should be in this residential area of town.

Mike O'Brien  
40 Donald Avenue

**RE: Lot 21-2R Apartment Complex**  
**Received via email 20220128**

Good afternoon Kim,

Thank you for the opportunity to submit written comments to the Planning Advisory Committee (PAC) regarding the proposed apartment buildings in our neighborhood. Kudos to you for facilitating the virtual public session on January 26th. I have 6 points I would like to present in my comments.

1. Is there a need in Amherst for 162 new rental units? What is the vacancy rate in the apartments already in town? Many new families have relocated to our town in the past two years. However, these families and others who follow them are mostly buying single family dwellings.
2. The proposed four storey buildings would tower over the single family dwellings surrounding them. As mentioned in the virtual session the buildings would block the sun for many homeowners. Most of the homes bordering the apartments would suffer a lack of privacy as unit residents would be looking down on them from a height of four storeys. There are many apartments already in our section of town. If the buildings are deemed necessary perhaps they could be reduced to a maximum of two storeys. Placing such high buildings in a lot surrounded on three sides by detached one or two storey homes is not acceptable to the local community. Most buildings of this height are located at the edge of residential areas, not in the centre of them.
3. We were informed at the session there would be 1.2 parking spaces for each unit. Most couples today own two vehicles plus there are always visitors and delivery vehicles coming and going. For 162 units probably at least 300 parking spaces would be required. Where would all the extra vehicles park? On surrounding streets? Our property is on Brown Street. It is a narrow street. Would there be an overflow of parked vehicles infringing on our front lawn?
4. The main concern expressed at the virtual session was increased traffic. Presently there are three houses on Brown Street. We chose to build our new home in this area because it was such a quiet neighborhood. Our son is a wheelchair user and there are no sidewalks on the street. However, he safely wheels around the immediate area because there is low traffic. Having 300 plus vehicles traveling on Brown Street to access the apartment buildings behind us would drastically change that situation. Even half that number of vehicles would greatly increase the risk of pedestrian injury or death.
5. Having 162 additional families in such close proximity is another concern. Would there be an increase in noise? In vandalism? Would the existing families on the surrounding streets still be able to enjoy their own properties?
6. Having a complex of large apartment buildings in such close proximity would undoubtedly adversely affect the property values of the surrounding homes. Not only would that be detrimental to the property owners, but would result in reduced revenue for the town in property taxes.

In conclusion, we feel the proposed buildings are not a good fit for our neighborhood. If the town deems additional rental units are required in our area, perhaps a smaller project could be

considered. One that complements the surrounding homes and does not decrease the enjoyment and safety of others.

Evelyn and John Bradford  
3 Brown Street

**RE: Lot 21-2R Apartment Complex**

**Received via email 20220130 from Mary Jane Weeks**

Will, I still do not see any form to fill out so I will write how I feel about the new building.

This is a nice quiet Street to live on summer, spring, fall and, winter

Except they do not blow the street very wide, which will make a really big difference if 162 new family's move in. First you will have the noise from them building the 3 apartments building early in the morning to late at night. The traffic will be heavy on Walter Purdy Ave. and don't say they are building a new road, because you and I know they will be using Brown, Mosses and Walter Purdy Ave. also, and by the look of things you are also building a road through to Donald.

Now that is 162 new families which is a lot of new people to add to one neighborhood, 162 plus new cars in the neighborhood, so 162 with an average of 2 people per unit and that brings it up to 445 new people in one neighborhood. ( and that is just approximate amount of people ) that is a lot of people to bring in one neighborhood all at once. People on this street keep their places looking nice, sad to say you cannot not say that about apartment buildings.

Look you want to put in 4 by 4 units I call them senior units, that is fine but not 162 units.

There is lots of land around Amherst, what about out there by where steam boat was on the right side going out of town. Lots of

land there.

Now people on Donald, Walter Purdy and Willow st. all should have been notified about this built because it affects all of us not just a few.

**PLEASE DO NOT BUILD THE 162 UNITS.**

Weeks'

**RE: Lot 21-2R Apartment Complex**  
**Received via email 20220131**

Jeff & Marilyn Campbell - 8 Mosher Street

Our concerns:

- Has an environmental impact study been completed? What were the results?
- Has a traffic study been completed? What were the results?
- Mosher and Brown were not meant for that amount of traffic. They are small streets and in winter, poorly cleaned, and often down to one lane. Walter Purdy as well.
- Mosher, Brown, and Walter Purdy don't have sidewalks. As well as Willow between EB and the high school. With an increased amount of kids walking through, are sidewalks planned? How much property will that eat into?
- Parking: most apartments will have 2 or more cars per household. There is not enough parking for them. What is the plan for overflow parking? Brown, Mosher and Walter Purdy do not have room for overflow parking. There will be dual adult households as well as there will no doubt be Mount A students living 2-4 per apartment and having multiple cars. The 1.2 spots planned for these complexes can not accomodate that.
- Are these low income apartments like on Dickey Street and Willow? Crime rate will increase. Our property value will go down. Will there be compensation for that?
- Has the town researched other properties by this owner and developer? Are they consider "slum lord properties" or well taken care of?
- Where will the dumpsters be stored on the property? What is the plan to not attract rodents to the area?
- Spring Street Academy is already at max capacity and they've taken over the library to use as an extra classroom. Where will all these kids go to school? What about EB's capacity and ARHS?
- Has a policing impact study been done? Does APD have the manpower to cover off this influx of people? How will this effect their budget and town taxes?
- Has a firefighting impact study been done? Amherst FD is supported by volunteers and neighbouring volunteer fire departments. Are they trained to fight a fire in a 4 storey apartment building? Most fires fought by volunteers are fought in a "surround and drown" type response - this is not possible in a 4 storey apartment building. Do they all have the necessary equipment to fight a fire in a 4 storey apartment building? How will this effect their budget and town taxes?

- How will this effect water pressure? Donald seems to have frequent water line breaks. Is there capacity for this on the current system?
- Does NS Power have the capacity to supply this set-up? Our power tends to fail with any/every storm. I know through someone locally who works for NS Power that this area is on one of the oldest and most instable grids - 3 large apartment buildings would not help the issue.
- What about parks? A complex of this nature should have the responsibility of having playground equipment nearby. Otherwise kids will have nowhere to play. The closest areas to play would be behind SSA and Dickey park - which are not considered nearby for young kids to play.
- Bottom line: we were told when we built here that the neighbouring properties would consist of houses of similar style to ours or the duplex-style ones (mostly for seniors). We would never have built here if we knew we'd be on the direct exit for a 3-building apartment complex. If this is built, we will be moving for sure. I know of at least 3 households on Mosher, Brown and Walter Purdy that will sell and move. A realtor recently told us what the approximate selling price of our house would be - now with this in the works, that will no doubt decrease. Will Nova View Developments Ltd be compensating us for the loss in our selling potential? Honestly, if this is going forward, the developer might as well buy out all of Mosher and Brown, tear down the houses and put in a park and extra parking.

**RE: Lot 21-2R Apartment Complex**  
**Received via email 20220131**

Good afternoon Kim,

Thank you for the opportunity to attend your virtual meeting as well as submit written comments to the Committee regarding the 3 proposed apartment buildings in our neighborhood.

I live at 1 Walter Purdy Avenue and co-own the property at 3 Brown Street. I am very concerned about the extra traffic that these units will create.

We built the house on Brown Street for our sons with disabilities - one using a wheelchair and one with Down Syndrome and a lady with another disability. This property was more expensive than others in Amherst at the time but this has always been a quiet and safe neighborhood. This will undoubtedly change with an additional 300 - 400 people moving about. Safety is our number one priority.

I understand there is a need for new apartments in Amherst however, these are large intrusive proposed units. There has to be other property in Amherst where these buildings and additional people and vehicles would be more appropriate rather than in the middle of such a long-established single family home area where total privacy will be lost. I feel confident that this will lower the value of these homes. Personally, I have never and would never consider purchasing a property with apartment buildings overlooking it.

We have most of our young people from Amherst, as well as many foreign exchange students walking and/or driving to the three schools in our area. There is no doubt that the additional traffic will cause many safety issues.

I trust the Committee will consider our concerns when making their decision.

Thank you,

Nancy Park

**RE: Lot 21-2R Apartment Complex**  
**Received via email 20220131**

To whom this may concern;

Being a resident of Brown St for 8 yrs now I have concerns regarding this new phase that is being implemented.

As I'm sure the rest of my neighbours have expressed their opinions , I also stand together with them and not in favour for these apartment buildings.

- 1- this will depreciate our value of our homes
- 2- assuming for low income housing
- 3- why not relocate these buildings to LaPlanche st - that would be a great spot
- 4- why not build houses instead ?
- 5- assuming our opinions won't matter on this topic, what is the date this will be going through ?

Thank for entertaining my opinion, again I am 100% NOT in favour for these apartments to be built in my neighborhood.

Sincerely  
Tanya Musseau

**RE: Lot 21-2R Apartment Complex**  
**Received via email 20220201**

Dear Sir or Madam,

I am writing to voice my concerns about the proposed Lot 21-2R Apartment Complex PID 25002122 Brown and Mosher Streets.

I am a resident and property owner at 2 Walter Purdy Ave. I have the following points of concern regarding the proposed development noted above:

1. Safety & Traffic - At present, Walter Purdy Ave. is already used as a thoroughfare by drivers who wish to bypass heavier traffic on Spring St. and East Pleasant St. Drivers are frequently in a hurry, rolling through stop signs, taking turns too tightly and driving too fast for the narrow, winding street. Our snow banks are often enormous and in the winter our narrow street is inevitably more narrow due to the real-life limitations of snow removal. Young children play in their front yards during all seasons and people park their vehicles along the road due to limited driveway space, which results in near-miss accidents on a regular basis. Walter Purdy Ave., Brown St., and Mosher St. are simply not equipped to handle the increase in traffic that a 3 building apartment complex would cause.
2. Space - The Lot is simply too small to comfortably house the proposed apartment complex. The proposed plans literally cram the buildings into the space with zero room for flexibility/leeway (i.e., green space, snow removal, etc.). This leads me to believe that the proposal is 100% financially motivated, and does not consider the well-being of the occupants, the neighbourhood, or the town overall.
3. Educational Impact - As mentioned above, the proposal places Building B a mere 12 metres (39 feet) away from EB Chandler Jr. High School. As an educator and school psychologist (R. Psych.), I have significant concerns regarding a multi-storey building being that close to a school. Students who attend EB Chandler are in grades 7 and 8 - these are challenging years for children, not only academically but also developmentally. During these 2 years, every child in the Amherst area attends this school, and it is vital that they are able to secure strong connections with their teachers and friends, and sustain focus/concentration on their academic learning. Not only will the construction of the proposed buildings result in noise and visual distractions for students, but once completed the reality of housing hundreds of people only a few metres away is going to create ongoing barriers to their learning (e.g., residents are free to play music at a high volume with their windows open, work on their car engine in the parking lot, smoke marijuana on their balcony, etc. - all well within view/earshot of hundreds 11-13 years olds in the middle of the school day).
4. Infrastructure - What guarantee is the town of Amherst able to make that our water, sewer, snow removal, electricity, and internet systems are able to manage such a large increase in usage with respect to infrastructure? As it is, we have regular power interruptions and internet connectivity is barely satisfactory.
5. Neighbourhood Aesthetic - My husband and I chose to purchase a home on our street and in this neighbourhood because of the relative newness of the houses, the single-family nature of the homes, and the residential/suburban feel to the area (i.e., lots of green space, well-kept homes/yards, no tall buildings to be seen, etc.). While I can appreciate the desire to increase housing options, I feel as though single-family homes or duplex-style homes would be a better fit for this area, and would still meet the housing needs of many people looking for places to live near schools, parks, and friends. A multi-storey apartment complex in the middle of our neighbourhood would surely be an eyesore, not only from the

start but also as time goes on given the difficulty of properly maintaining such large structures and their surrounding landscapes without enormous financial commitment.

6. Property Value - Apartment complex housing will decrease my property value, which is a significant concern.

My husband and I are not originally from the Amherst area but we happily moved here and purchased our home on Walter Purdy in August 2008 after being offered jobs with the local school board. We love this town and are proud to call it home. The development of Lot 21-2R as it is currently proposed has created a lot of worry and resulting uncertainty for us. I sincerely hope the many concerns of our fellow neighbours will be taken into thoughtful consideration.

Many thanks for your time and consideration,  
Lisa Craig

**RE: Lot 21-2R Apartment Complex**  
**Received via email 20220201**

Dear Sir or Madam,

I am writing with regards to the proposed Lot 21-2R Apartment Complex PID 25002122 Brown and Mosher Streets.

I am a resident and property owner at 2 Walter Purdy Avenue and I have the following points of concern regarding the proposed development noted above:

1. Safety & Traffic - There are many children who currently live on Walter Purdy Ave., Brown St. and Mosher St. These children are often found playing or riding bikes on these streets. At present, Walter Purdy Ave. is already used as a thoroughfare by drivers who wish to bypass heavier traffic on Spring St. and East Pleasant St. Walter Purdy Ave., Brown St., and Mosher St. are simply not equipped to handle the increase in traffic that a 3 building apartment complex would cause.
2. Educational Impact - The proposal places Building B a mere 12 metres (39 feet) away from EB Chandler Jr. High School. As a teacher at EB Chandler, I have significant concerns regarding a multi-storey building being that close to a school. Students who attend EB Chandler are in grades 7 and 8 - these are challenging years for children, not only academically but also developmentally. During these 2 years, every child in the Amherst area attends this school, and it is vital that they are able to secure strong connections with their teachers and friends, and sustain focus/concentration on their academic learning. Not only will the construction of the proposed buildings result in noise and visual distractions for students, but once completed the reality of housing hundreds of people only a few metres away is going to create ongoing barriers to their learning (e.g., residents are free to play music at a high volume with their windows open, work on their car engine in the parking lot, smoke marijuana on their balcony, etc. - all well within view/earshot of hundreds 11-13 years olds in the middle of the school day).
3. Infrastructure - What guarantee is the town of Amherst able to make that our water, sewer, snow removal, electricity, and internet systems are able to manage such a large increase in usage with respect to infrastructure? As it is, we have regular power interruptions and internet connectivity is barely satisfactory.
4. Neighbourhood Aesthetic - My wife and I chose to purchase a home on our street and in this neighbourhood because of the relative newness of the houses, the single-family nature of the homes, and the residential/suburban feel to the area (i.e., lots of green space, well-kept homes/yards, no tall buildings to be seen, etc.). While I can appreciate the desire to increase housing options, I feel as though single-family homes or duplex-style homes would be a better fit for this area, and would still meet the housing needs of many people looking for places to live near schools, parks, and friends. A multi-storey apartment complex in the middle of our neighbourhood would surely be an eyesore, not only from the start but also as time goes on given the difficulty of properly maintaining such large structures and their surrounding landscapes without enormous financial commitment.
5. Property Value - Apartment complex housing will decrease my property value, which is a significant concern.

My wife and I are not originally from the Amherst area but we happily moved here and purchased our home on Walter Purdy in August 2008 after being offered jobs with the local school board. We love this town and are proud to call it home. The development of Lot 21-2R as it is currently proposed has

created a lot of worry and resulting uncertainty for us. I sincerely hope the many concerns of our fellow neighbours will be taken into thoughtful consideration.

Many thanks for your time and consideration,

Wade LeBlanc

**RE: Lot 21-2R Apartment Complex**

**Received via email 20220202**

Good Day

My name is Brad Delahunt I live on Donald Ave. I am very concerned about the proposal of a 54 unit apartments . The safety of my children walking to school. Increase crime in the neighborhood. With the apartments puts a lot more cars on the road. The schools are over crowded now. Where are all the kids going to go to school. The apartments are going to be an eye sore. My family chose to live in Amherst because it's a small town. If I wanted to look at apartments I would live in Halifax.

I watched your video on YouTube. No one answered one of the more important question. Is the apartments going to be low income? Could you send me the minutes of the meeting that was held on January 25 2022?

Thank you

Brad Delahunt

**RE: Lot 21-2R Apartment Complex**  
**Received via email 20220131**

To Whom it May Concern,

I am writing today with my concerns for the proposed apartments in the Donald Ave and Willow St areas.

My first concern as addressed during the public information session is the fact the proposed development is going to create a lot of excess traffic in an area that is already very congested during the school days. The amount of traffic in the Donald, Dickey and Willow street areas are a safety hazard on the best of days, let alone adding parking for almost 200 to the area. The amount of close calls and near misses is a frequent concern already along with the speed of traffic in the school zones.

My next concern is the size of the proposal! Living at 22 Donald Ave and having teenage daughters I worry about the privacy not only for neighbours who will have people looking into their windows and backyards from their balconies taking away all privacy but also for EB Chandler Jr High! Having this in the back of the school will take privacy away from the schools, it will create significant noise and these schools rely on opening their windows quite often as that school is older and a very warm building, as well as windows being open during Covid times. I feel the noise from construction as well as after construction would be very disturbing to the education of these child and create a harder learning environment.

My next concern is taking away of more green space in the area and the wildlife that currently occupy the area. There are many areas complexes like this could be built but right in the middle of a quiet residential area and in the back yard of a school is not the place.

Then there is the concern for safety. I do not feel a congested area like this would be ideal I'm the backyard of a school with 12-14 year olds. That is a lot of people with access to the school yard at all times, the small school grounds that currently has children in it all of the time. How can we ensure people are remaining off of the school property away from the children?

My next concern is for the schools, currently Spring St Academy is over capacity, they lost their library to make another classroom and grade 5&6 French immersion are bussed to another school because SSA can't handle capacity , a building of this size is surely going to have additional families move to this area and how is the elementary school expected to handle this.

Another concern I have is snow plowing in the winter months. Being that my property line is by one of the proposed parking lots I would like clarification on where the snow will be plowed in the winter months. I have children as do many neighbours that play in the back yards and I am not wanting the snow hills to be pushed back into my back yard but based on the layout I am unsure where else it could go. We get hefty snowfalls and that would also be a major concern.

Currently in Amherst housing is a major concern for many residents and the cost of living has jump significantly, I do not feel this looks like affordable housing and as someone mentioned how will this affect our already unstable power grid in the area on any given windy day, is the town prepared in make the surrounding streets a no parking on streets permitted area and enforce it because of the dangerous surrounding the schools when all of the cars that don't fit in the parking lot need an area to park, will

the APD be hiring additional members to ensure the safety of the kids who already come close to getting hit daily in the already busy area.

I am not opposed to the area being developed, however 3 buildings of this size in such a small quiet residential area and in a schools back yard is not in the best interest of anyone.

Amherst isn't a city and these structures are something you would find in an urban setting not in a small rural town.

I am asking you to not approve this proposal for the safety of the kids in the area! I feel this is not in the best interest of the kids or the residential area.

Thank you,

Melanie Sealy

# Lot 2021-2R Amherst Traffic Impact Study

July 2022

Prepared for  
NovaView Developments



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Prepared by

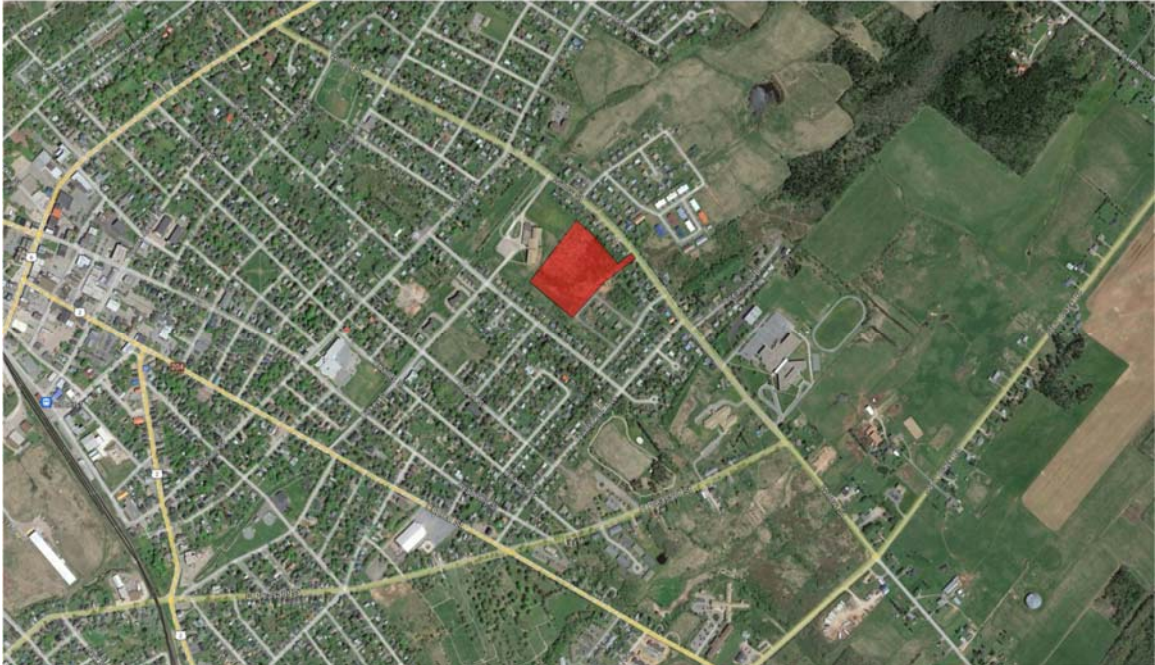
Jeff R. LeBlanc, P.Eng., PMP

# 1 Introduction

## 1.1 Background

NovaView Developments is working on a proposal to develop their property, identified as Lot 2021-2R, with three 54-unit apartment buildings in Amherst, Nova Scotia. Exhibit 1.1 shows the site in red in the context of the surrounding area in Amherst, Nova Scotia

Exhibit 1.1 – Lot 2021-2R in Amherst, Nova Scotia



Source: Google Earth

The site plan provided for the proposed development shows three new 54-unit residential apartment buildings with a total of 162 units with primary access from an extension of the existing Gallagher Street to Willow Street. One driveway to the property will be established from this extension and a second access point will be created at the western end of Gallagher Street at Brown Street. A new internal road will be constructed on the property to provide access to the apartment buildings and three surface parking areas that will contain 204 parking spaces. An emergency vehicle turnaround has been included on site.

The proposed development is located adjacent to EB Chandler Junior High School and approximately 500 meters west of Amherst Regional High School. The property is under the jurisdiction of the Town of Amherst and the surrounding transportation network is owned and maintained by the Town of Amherst.

Refer to Exhibit 1.2 for a view of the proposed development and surrounding road network, Exhibit 1.3 for a proposed site plan, Exhibit 1.4 for a typical floor plan and Exhibit 1.5 for renderings of a typical apartment building exterior as prepared by Paul Skerry Architects Ltd and as provided by NovaView Developments.

Exhibit 1.2 – Proposed Lot 2021-2R Development and Surrounding Road Network in Amherst



Exhibit 1.3 – Lot 2021-2R Proposed Site Plan

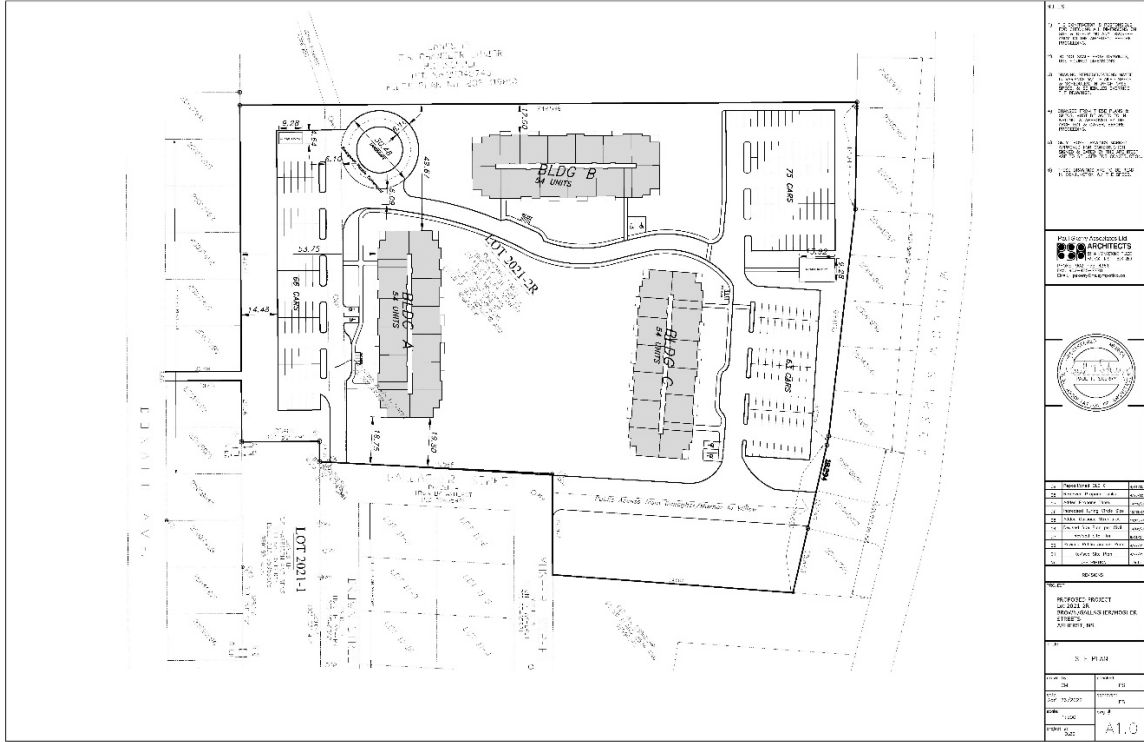


Exhibit 1.4 – Lot 2021-2R Typical Floor Plan (2<sup>nd</sup> Level)

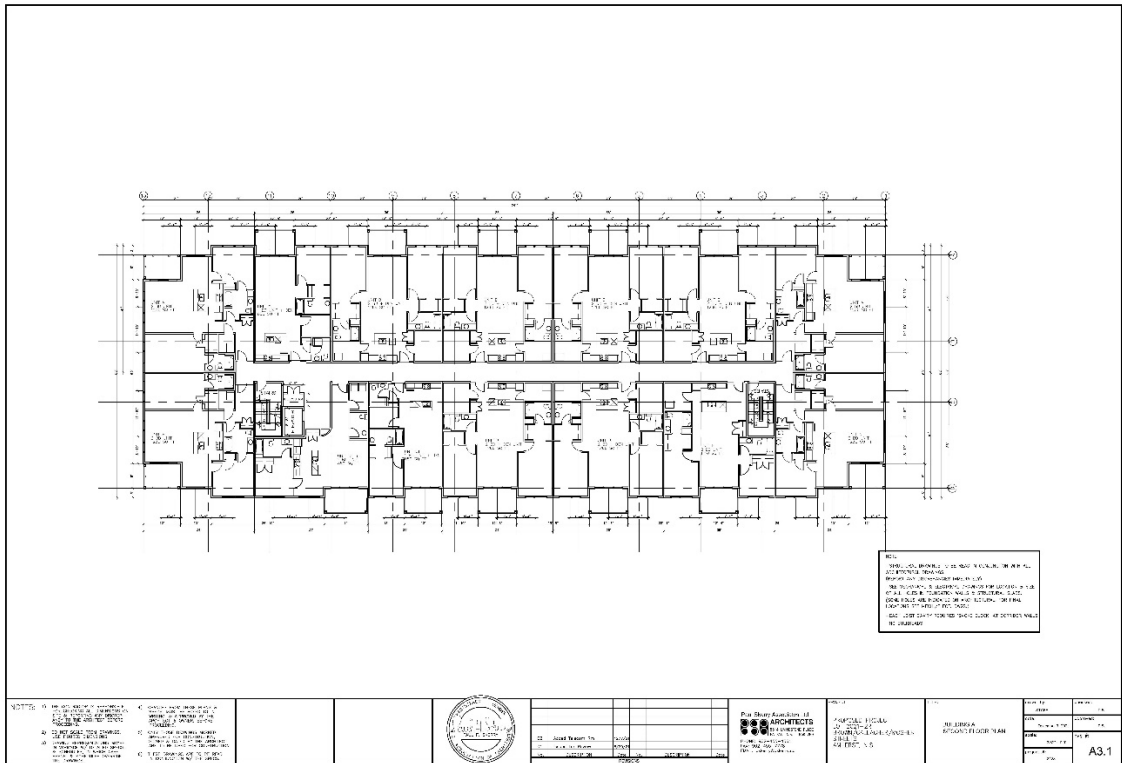


Exhibit 1.5 – Lot 2021-2R Typical Apartment Building Exterior Renderings



The Town of Amherst has reviewed the initial development application and they have requested that a Traffic Impact Statement be completed to “*estimate trip generation and the impact on traffic levels on the surrounding street network, including: Willow Street, Donald Avenue, Brown Street, Mosher Street, Walter Purdy Drive, and the new connection to Willow Street from the development. The statement will address the extent to which the traffic generated from the proposed development will impact the performance of streets and intersections in the vicinity in relation to the current standards for traffic volumes on local and arterial streets, as set out in the 'TAC Manual'. If estimated trip generation exceeds surrounding capacity, estimate the number of added dwelling units that would not result in exceeding the standard.*”

We are pleased to submit this report that addresses the Town of Amherst comments above and also includes our findings and recommendations.

## 1.2 Study Area

The study area defined for this Traffic Impact Study consists of the transportation network in the immediate vicinity of the proposed development of Lot 2021-2R including the new connection on Willow Street along with the follow streets and key intersections:

- Donald Avenue at Walter Purdy Avenue
- Brown Street at Walter Purdy Avenue
- Mosher Street at Walter Purdy Avenue
- Willow Street at Walter Purdy Avenue
- Site Access (Gallagher Street Extension) at Willow Street

We have set a horizon period of 5 years for this development to allow it to be fully completed and occupied so we can assess future performance including applicable annual background traffic growth in the area.

## 1.3 Objectives

Given the background set out above, the objective of this Traffic Impact Study is to assess the impacts of the proposed development on the surrounding transportation network. Recommendations and solutions will then be provided to allow the traffic generated by the proposed development to be introduced to the existing transportation network safely and efficiently.

Detailed objectives are presented below:

- Complete a Site Review to review road width, lane markings, stopping sight distances, pedestrian facilities, active transportation and roadway signage within the study area
- Complete new AM and PM peak hour manual traffic counts at these intersections:
  - Willow Street at Walter Purdy Avenue
  - Donald Street at Walter Purdy Avenue
- Analyze the performance (2022) of the following key intersections using Synchro plus SimTraffic Version 10 and the procedures outlined in the Highway Capacity Manual and by the Transportation Association of Canada (TAC)
  - Willow Street at Walter Purdy Avenue
  - Donald Avenue at Walter Purdy Avenue
  - Brown Street at Walter Purdy Avenue
  - Mosher Street at Walter Purdy Avenue
- Review historic 24-hour traffic volumes from NSTIR to estimate annual background traffic growth in the area
- Analyze the future background traffic performance (2027) of key intersections using Synchro plus SimTraffic Version 10 and the procedures outlined in the Highway Capacity Manual and by the Transportation Association of Canada (TAC)
- Estimate the amount of traffic to be generated by the proposed development of 162 apartments using Trip Generation Rates and equations published by the Institute of Transportation Engineers (11<sup>th</sup> Edition)
- Distribute new site generated traffic to the network based on observed traffic distribution from manual traffic counts

- Analyze the future performance (2027) of the following key intersections including site generated traffic using Synchro plus SimTraffic Version 10 and the procedures outlined in the Highway Capacity Manual and by the Transportation Association of Canada (TAC)
  - Willow Street at Walter Purdy Drive
  - Donald Avenue at Walter Purdy Drive
  - Brown Street at Walter Purdy Drive
  - Mosher Street at Walter Purdy Drive
  - Site Access (Gallagher Street Extension) at Willow Street
- Assess the need for right and left turn auxiliary lanes at the proposed entrance to the development from Willow Street (Gallagher Street Extension)
- Complete a visual assessment of Stopping Site Distance at the proposed access from Willow Street (Gallagher Street Extension)
- Develop and list existing, potential and future problems or concerns along with recommendations to safely manage site generated traffic

## 2 Existing Traffic Conditions

### 2.1 Description

The principal routes affected by this proposed development are Willow Street, Walter Purdy Avenue, Donald Street, Brown Street, Mosher Street and Gallagher Street in Amherst, Nova Scotia. The proposed development is located adjacent to EB Chandler Junior High School and approximately 500 meters west of Amherst Regional High School.

Although this development is in the Town of Amherst we have included Halifax Regional Municipality's (HRM) Characteristics of Street Classes from HRM's Municipal Service System Guidelines in Exhibit 2.1 as a reference and we have also included Transportation Association of Canada's (TAC) Characteristics of Urban Roads in Exhibit 2.2.

Exhibit 2.1 – HRM's Characteristics of Street Classes

Characteristic	Arterial Street	Major Collector	Minor Collector	Local Industrial	Local Street
1. Traffic Service Function	First Consideration	Traffic movement primary consideration, land access secondary consideration, some parking	Traffic movement of equal importance with land access, parking permitted	Traffic movement secondary consideration with land access primary consideration, parking permitted	Traffic movement secondary consideration with land access primary consideration, parking permitted
2. Land Access Function	Limited Access with no parking				
3. Range of design traffic average daily volume	More than 20,000	12,000 to 20,000 or more	Up to 12,000	Less than 3,000	Less than 3,000
4. Characteristics of traffic flow	Uninterrupted flow except at signals; w/ pedestrian overpass	Uninterrupted flow except at signals and crosswalks	Interrupted flow	Interrupted flow	Interrupted flow
5. Average running speed in off-peak conditions	50-70 km/hr	40-60 km/hr	30-50 km/hr	15-30 km/hr	15-30 km/hr
6. Vehicle types	All types	All types but trucks may be limited	All types with truck limitation	All types	Passenger and service vehicles, transit buses; large vehicles restricted
7. Connects to	Expressways, arterials, major collectors, minor collectors	Expressways, arterials, major collectors, minor collectors, some locals	Arterials, major collectors, minor collectors, locals	Some major collectors, minor collectors, locals	Some major collectors, minor collectors, locals

Exhibit 2.2 – Transportation Association of Canada Characteristics of Urban Roads

	Public Lanes		Locals		Collectors		Arterials		Expressways	Freeways
	Residential	Commercial	Residential	Indust./Comm.	Residential	Indust./Comm.	Minor	Major		
traffic service function	traffic movement not a consideration		traffic movement secondary consideration		traffic movement and land access of equal importance		traffic movement major consideration	traffic movement primary consideration	traffic movement primary consideration	optimum mobility
land service / access	land access only function		land access primary function		traffic movement and land access of equal importance		some access control	rigid access control	no access	no access
traffic volume (veh/day) (typical)	<500	<1000	<1000	<3000	<8000	1000 – 12 000	5000 – 20 000	10 000 – 30 000	>10 000	>20 000
flow characteristics	interrupted flow		interrupted flow		interrupted flow		uninterrupted flow except at signals and crosswalks		uninterrupted flow except at signals	free-flow (grade separated)
design speed (km/h)	30 - 40		30 - 50		50 - 80		50 - 70	60 - 100	80 - 110	80 - 120
average running speeds (km/h) (off-peak)	20- 30		20 - 40		30 - 70		40 - 60	50 - 90	60 - 90	70 - 110
vehicle type	passenger and service vehicles	all types vehicles	passenger and service vehicles	all types vehicles	passenger and service vehicles	all types vehicles	all types	all types up to 20% trucks	all types up to 20% trucks	all types up to 20% trucks
desirable connections	public lanes, locals		public lanes, locals, collectors		locals, collectors, arterials		collectors, arterials, expressways, freeways		arterials, expressways, freeways	arterials, expressways, freeways
transit service	not permitted		generally avoided		permitted		express and local buses permitted		express buses only	express buses only
accommodation of cyclists	no restrictions or special facilities		no restrictions or special facilities		no restrictions or special facilities		lane widening or separate facilities desirable		prohibited	prohibited
accommodation of pedestrians	pedestrians permitted, no special facilities		sidewalks normally on one or both sides	sidewalks provided where required	sidewalks provided both sides	sidewalks provided where required	sidewalks may be provided, separation for traffic lanes preferred		pedestrians prohibited	pedestrians prohibited
parking (typically)	some restrictions		no restrictions or restrictions one side only		few restrictions other than peak hour		peak hour restrictions	prohibited or peak hour restrictions	prohibited	prohibited
min. intersection spacing <sup>1</sup> (m)	as needed		60		60		200	400	800	1600 (between interchanges)
right-of-way width (m) (typically)	6 - 10		15 - 22		20 - 24		20 <sup>2</sup> - 45 <sup>3</sup>		>45 <sup>3</sup>	>60 <sup>3</sup>

**Willow Street** is a two-lane arterial road that runs in an east-west direction from Victoria Street (Highway 6) to Route 204 in Amherst, Nova Scotia. It provides access to homes, businesses, apartments and schools and is a major transportation link in the town. There is a concrete sidewalk on its northern side near the proposed development and bike lanes are marked in both directions. The posted speed limit is 50 km/hr with a reduction to 30 km/hr in school zones to the east and west of the proposed development when children are present. Marked crosswalks are installed at the bus entrance to EB Chandler Junior High School and at Townshend Avenue.

**Donald Street** is a local/collector road that runs east-west between Spring Street and Townshend Avenue. There is a concrete sidewalk on its northern side. The posted speed limit is 50 km/h with a reduction to 30 km/h in the EB Chandler Junior High School Zone when children are present. Marked crosswalks are installed at the entrance to EB Chandler Junior High.

**Walter Purdy Avenue** is a short, local road (275 meters) that runs north-south between Willow Street and Donald Avenue. It provides access to single family homes. The posted speed limit is 50 km/h and there are no sidewalks.

**Brown Street** is a short, local road (140 meters) that runs east-west between Walter Purdy Avenue and Gallagher Street. It provides access to 3 single family homes. The posted speed limit is 50 km/h and there are no sidewalks.

**Mosher Street** is a short, local road (140 meters) that runs east-west between Walter Purdy Avenue and Gallagher Street. It provides access to 4 single family homes. The posted speed limit is 50 km/h and there are no sidewalks.

**Gallagher Street** is a short, local road (75 meters) that runs north-south between Brown Street and Mosher Street. The posted speed limit is 50 km/h and there are no sidewalks.

Refer to Exhibit 2.3 for photos of the Study Area.

Exhibit 2.3 – Study Area Photos



Lot 2021-2R Proposed Access from Willow Street



Lot 2021-2R viewed from Brown Street/Gallagher Street



Brown Street looking east to Walter Purdy Avenue at Gallagher Street



Gallagher Street looking north with proposed Development on left



Gallagher Street looking south with proposed development on right



Existing northern end of Gallagher Street to be extended to Willow Street



Moshier Street looking east to Walter Purdy Avenue at Gallagher Street



Brown Street at Walter Purdy Avenue looking east



Brown Street at Walter Purdy Avenue looking west



Walter Purdy Avenue at Brown Street looking south to Donald Street



Walter Purdy Avenue at Brown Street looking north



Walter Purdy Avenue at Moshier Street looking south to Brown Street



Mosher Street at Walter Purdy Avenue looking east



Mosher Street at Walter Purdy Avenue looking west to Gallagher Street



Walter Purdy Avenue at Donald Street looking south



Walter Purdy Avenue at Donald Street looking north



Donald Street at Walter Purdy Avenue looking east



Donald Street at Walter Purdy Avenue looking west



Walter Purdy Avenue at Willow Street looking north



Walter Purdy Avenue at Willow Street looking south



Willow Street at Walter Purdy Avenue looking east



Willow Street at Walter Purdy Avenue looking west



Willow Street at Proposed Site Access looking east



Willow Street at Proposed Site Access looking west

## 2.2 Existing Traffic Volumes

We completed AM (7am to 9am) and PM (4:00pm to 6:00pm) manual turning movement counts at the following intersections on Monday June 20, 2022

- Willow Street at Walter Purdy Avenue
- Donald Street at Walter Purdy Avenue

The AM peak hour is from 8:00 AM to 9:00 AM and the PM peak hour is from 4:15 PM to 5:15 PM

These counts at either end of Walter Purdy Avenue also allowed us to estimate existing traffic at these additional intersections in the study area.

- Brown Street at Walter Purdy Avenue
- Mosher Street at Walter Purdy Avenue

There are 21 single family homes on Walter Purdy Avenue/Brown Street/Mosher Street and we compared vehicle trip estimates from Institute of Transportation Engineers (ITE) Land Use 210 Single Family to observed traffic volumes entering and exiting Walter Purdy Avenue. Observed traffic in the AM peak hour was 19 vehicles higher (enter and exit) than ITE rates which shows that Walter Purdy Avenue is not a major shortcut and the additional traffic in the morning is likely related to schools in the area. The PM peak hour is outside of school dismissal and observed traffic is almost identical to ITE estimated traffic volumes. Refer to Exhibit 2.4.

Exhibit 2.4 – Observed Traffic Volumes vs ITE Estimated Vehicle Trips on Walter Purdy Avenue

LAND USE	QUANTITY	AM PEAK			PM PEAK		
		TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT
Single Family ITE Land Use 210	21	18	26%	74%	24	63%	37%
			5	13		14	8
Observed Traffic Volumes	21	37	43%	57%	23	61%	39%
			16	21		14	9
<b>VARIANCE</b>		<b>19</b>	<b>11</b>	<b>8</b>	<b>1</b>	<b>-</b>	<b>1</b>

We also reviewed estimated ITE vehicles trips for the 7 single family homes on Brown Street and Mosher Street to estimate traffic at their intersection with Walter Purdy Avenue. Refer to the following exhibits for existing traffic volumes in the study area.

Exhibit 2.5 – Donald Street at Walter Purdy Avenue Existing Traffic 2022

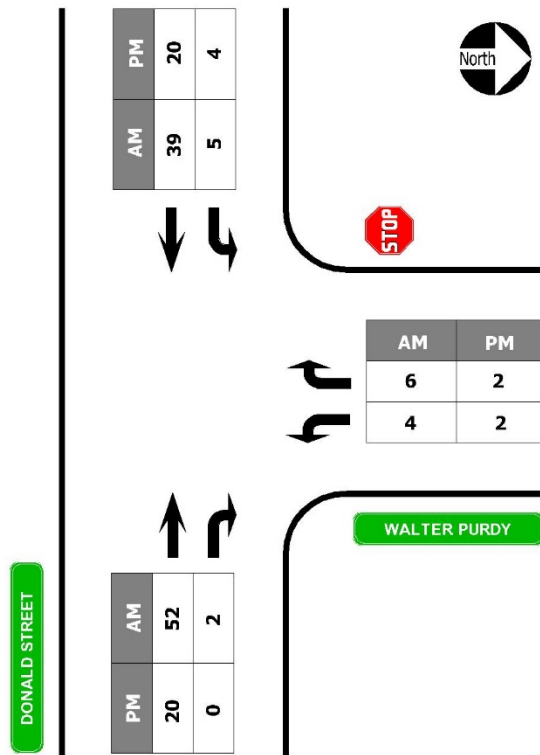


Exhibit 2.6 – Brown Street at Walter Purdy Avenue Existing Traffic 2022

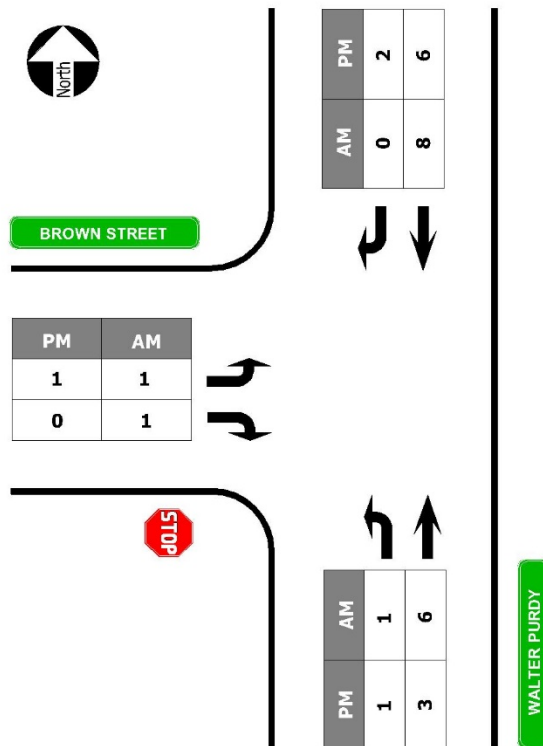


Exhibit 2.7 – Mosher Street at Walter Purdy Avenue Existing Traffic 2022

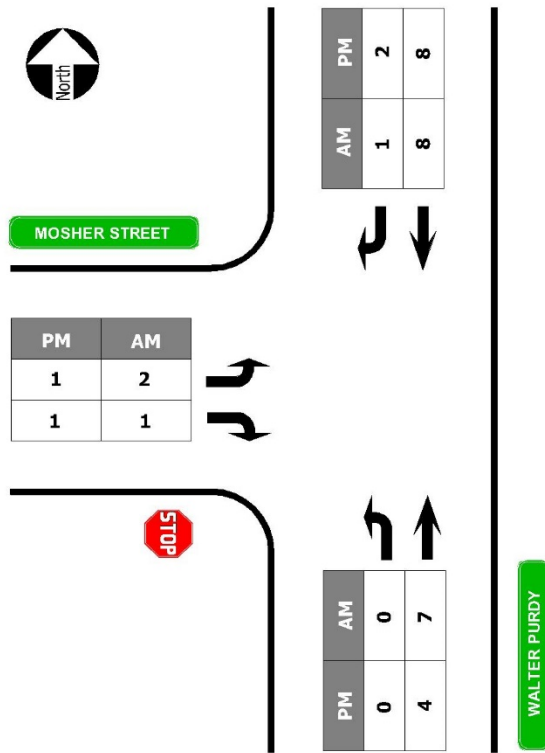
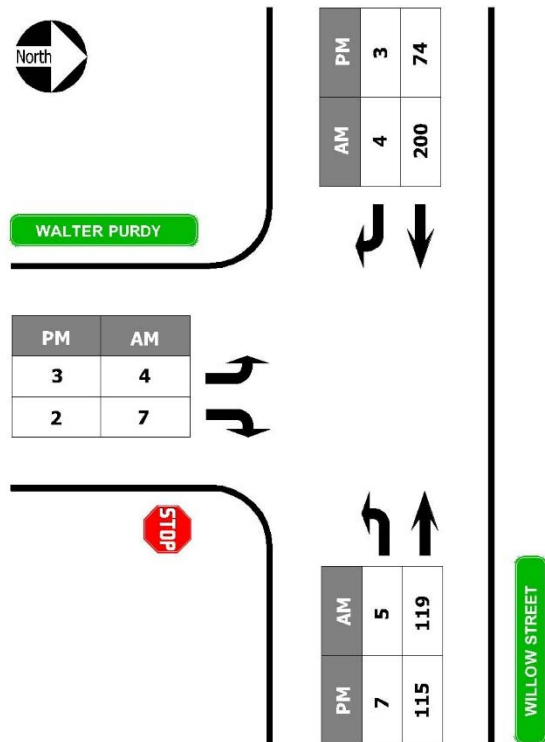


Exhibit 2.8 – Willow Street at Walter Purdy Avenue Existing Traffic 2022



### 2.3 Existing Trip Distribution

The AM peak hour had more traffic than the PM peak hour due to the impact of nearby schools and traffic on Willow Street was significantly higher than traffic observed on Donald Street and Walter Purdy Avenue.

In the AM peak hour we observed that 62% of traffic moves in an eastbound direction on Willow Street and the balance moves westbound. This reverses in the PM peak hour with 39% of traffic on Willow Street moving in an eastbound direction and 61% moving westbound

### 2.4 Background Changes in Traffic Conditions

We reviewed historical 24-hour Average Annual Daily Traffic (AADT) counts provided by NSTIR in the Amherst area and there was no clear pattern of background traffic growth over the past 20 years. Refer to Exhibit 2.9.

Exhibit 2.9 – NSTIR AADT Traffic Counts in Amherst, Nova Scotia

204-010		6-010		Tk2-240	
YEAR	AADT	YEAR	AADT	YEAR	AADT
1971	730	1973	2440	1971	2380
1972	740	1974	2460	1972	3410
1976	820	1976	2890	1974	3570
1977	960	1977	2540	1976	3770
1978	950	1982	3260	1980	3650
1980	1380	1983	2660	1982	3100
1982	1140	1984	3220	1986	3340
1986	1330	1986	3300	1988	3940
1988	1210	1988	4090	1991	3500
1991	1420	1991	4060	1995	3400
1995	1820	1995	2970	1998	3930
1998	2430	1998	2090	2001	3700
2001	2200	2001	3470	2004	3580
2004	2070	2004	2760	2007	2650
2007	1840	2007	1980	2010	4080
2011	2830	2016	2530	2013	3920
2013	1710	2019	3600	2016	3490
2014	2580			2019	3580
2016	2000				
2019	2380				

For this study, we applied an annual background traffic volume growth rate of 2% to observed 2022 traffic volumes as outlined in Section 2.2 to establish baseline traffic volumes in 2027 for analysis. Refer to Exhibits 2.10, 2.11, 2.12 and 2.13 for estimated 2027 background traffic volumes at all key intersections.

Exhibit 2.10 – Donald Street at Walter Purdy Avenue Estimated Background Traffic 2027

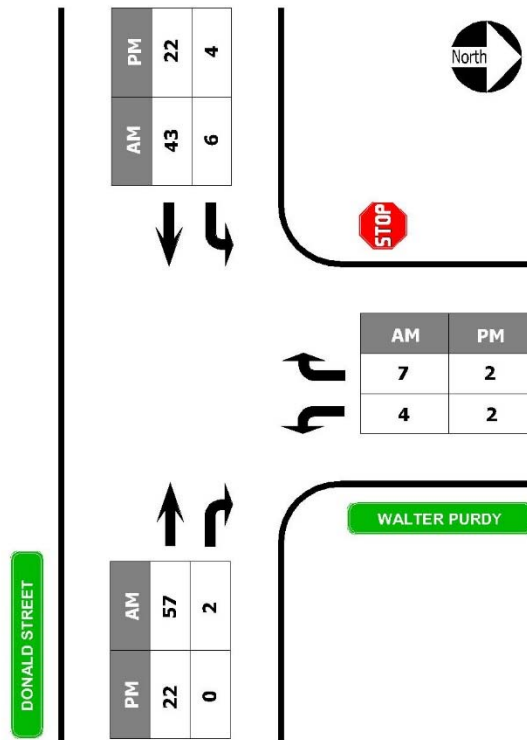


Exhibit 2.11 – Brown Street at Walter Purdy Avenue Estimated Background Traffic 2027

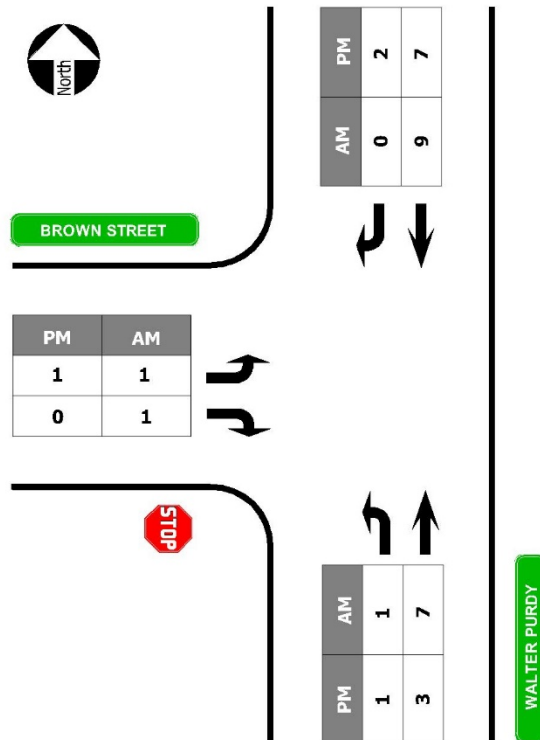


Exhibit 2.12 – Mosher Street at Walter Purdy Avenue Estimated Background Traffic 2027

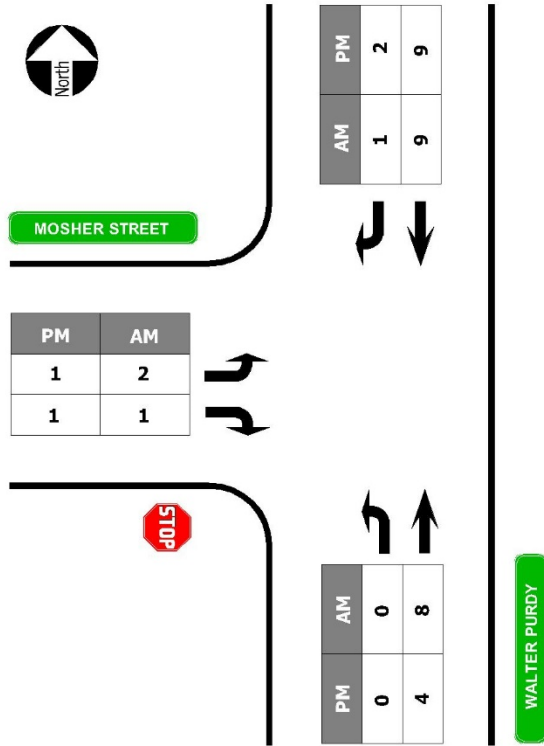
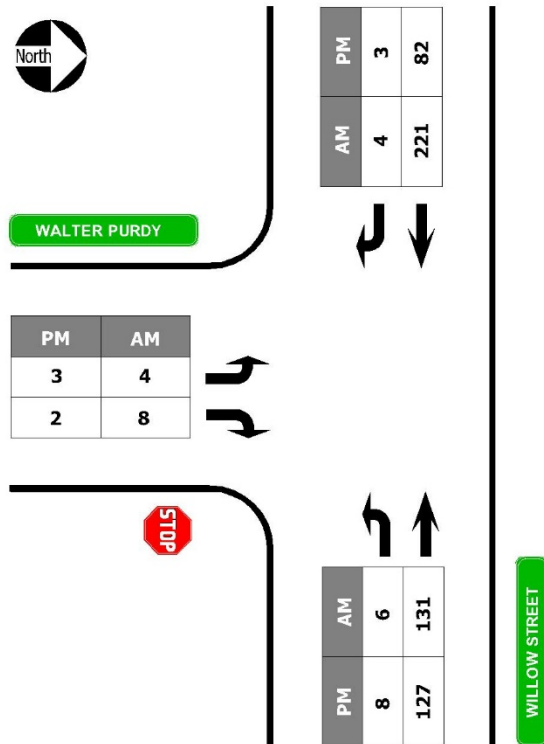


Exhibit 2.13 – Willow Street at Walter Purdy Avenue Estimated Background Traffic 2027



## 2.5 Transit, Pedestrians and Active Transportation

There is no transit in the area of the proposed development, however, with two schools nearby we did observe a number of school buses on Willow Street in the AM peak hour.

The pedestrian network in the area has been well established with sidewalks on the north side of Willow Street and Donald Street to provide safe access for walking. Marked crosswalks are installed on Willow Street at the bus entrance to EB Chandler Junior High School and at Townshend Avenue. Crosswalks are also installed at the entrance to EB Chandler Junior High School on Donald Street.

Willow Street was upgraded to include bike lanes on the both sides contributing to a pedestrian and bicycle friendly area which helps residents bike, walk and use other human power ways to move around the city.

In our manual traffic counts completed on Monday June 20<sup>th</sup> we observed 14 pedestrians in the AM peak hour using the sidewalk north of Willow Street and 1 pedestrian in the PM peak hour.

At the other intersection we observed 11 pedestrians in the AM peak hour using the sidewalk north of Donald Street and 1 pedestrian in the PM peak hour. These pedestrians cross Walter Purdy Avenue so they would have a minor impact on traffic entering or exiting this street.

For the detailed analysis in this report we have modeled 10 persons per hour for all intersection approaches in the study area.

### 3 Site Generated Traffic

#### 3.1 Trip Generation

The proposed development will have 162 apartments in three separate four-storey buildings. We completed trip generation estimates using equations provided in Institute for Transportation Engineer’s Trip Generation Manual 11<sup>th</sup> Edition.

- ITE Land Use 221 Multifamily Housing (Mid-Rise)

*"Mid-rise multifamily housing includes apartments and condominiums located within the same building that has between four and 10 floors of living space. Access to individual dwelling units is through an outside building entrance, a lobby, elevator, and a set of hallways."* The unit of measurement for average vehicle trip ends is dwelling units.

Exhibit 3.1 – Estimated Site Generated Traffic Volumes for Proposed Development

LAND USE	QUANTITY	AM PEAK			PM PEAK			WEEKDAY		
		TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT
Apartments ITE Land Use 221	162	60	26%	74%	64	61%	39%	726	50%	50%
			16	44		39	25		363	363
<b>TOTAL</b>		<b>60</b>	<b>16</b>	<b>44</b>	<b>64</b>	<b>39</b>	<b>25</b>	<b>726</b>	<b>363</b>	<b>363</b>

We estimate that the proposed development will generate net new traffic volumes of **60** vehicles in the AM peak hour, **64** vehicles in the PM peak hour and **726** vehicles on a weekday.

#### 3.2 Trip Distribution and Assignment

We distributed and assigned the site-generated trips to the transportation network by analyzing our manual traffic counts and associated trip distribution.

In the AM peak hour we calculated that 77% of traffic in the area is captured on Willow Street with the balance of 23% on Donald Street. In the PM peak hour 82% of traffic in the area is captured on Willow Street and 18% on Donald Street. We used these percentages to distribute site generated traffic in the area. The proposed connection to Willow Street is a direct route for traffic and we don’t see site generated traffic heading towards Willow Street using Brown Street, Mosher Street or Walter Purdy Avenue. We also expect that most site generated traffic heading to/from Donald Street to use Brown Street as it will connect to the 2<sup>nd</sup> site access driveway.

#### 3.3 Total Traffic

The estimated distributed site-generated traffic was added to the estimated existing 2027 background traffic volumes to obtain the total estimated future traffic volumes at all key intersections in the study areas including the new connection to Willow Street from the extension of Gallagher Street to the proposed development. Please refer to the following Exhibits for a summary of total traffic volumes in 2027 and the Appendix for detailed summaries that show how site-generated traffic was distributed to and from the Lot 2021-2R residential development.

Exhibit 3.2 – Donald Street at Walter Purdy Avenue Estimated Total Traffic 2027

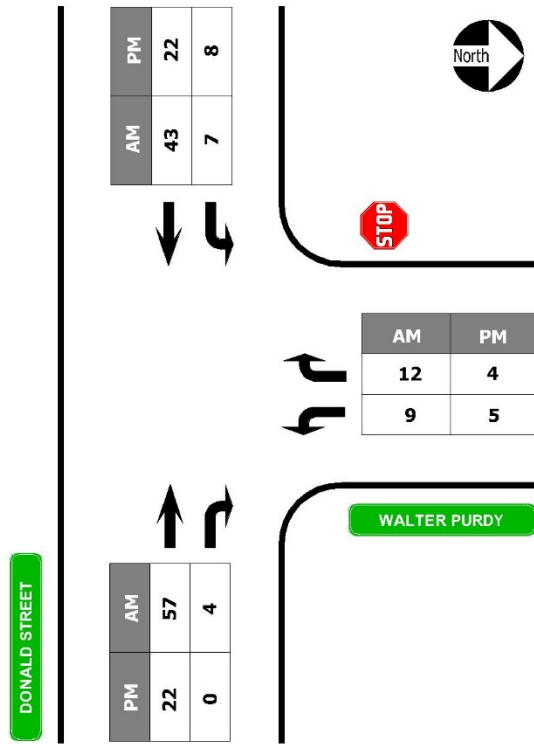


Exhibit 3.3 – Brown Street at Walter Purdy Avenue Estimated Total Traffic 2027

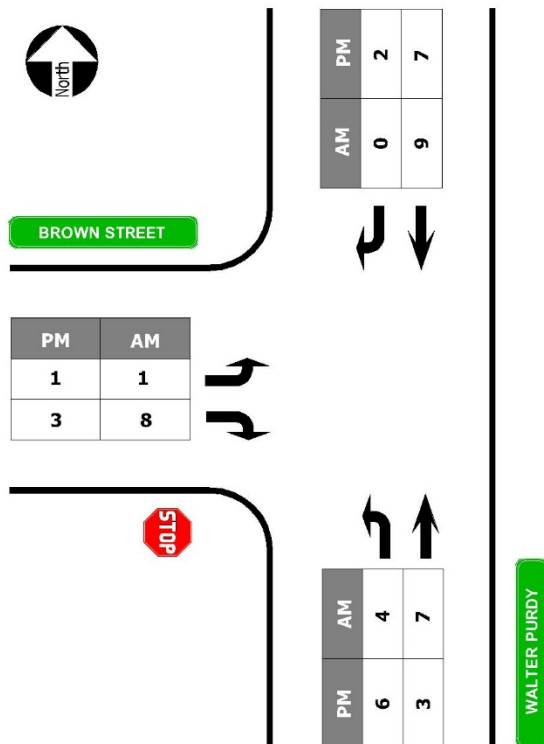


Exhibit 3.4 – Mosher Street at Walter Purdy Avenue Estimated Total Traffic 2027

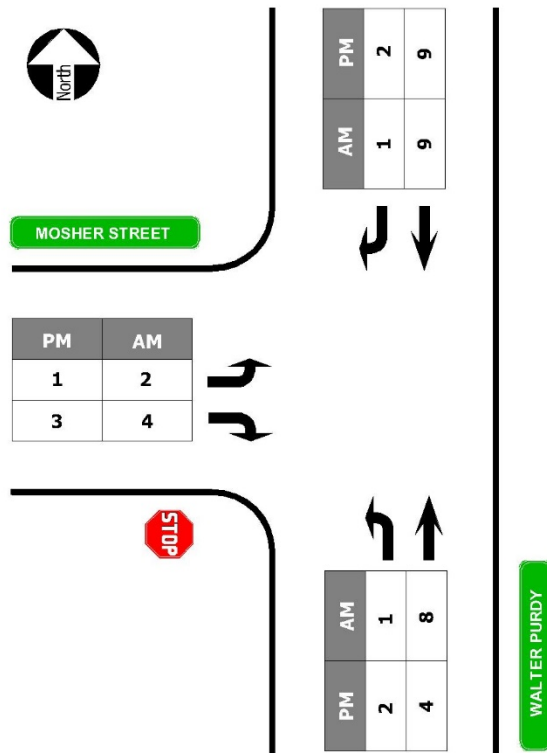


Exhibit 3.5 – Willow Street at Walter Purdy Avenue Estimated Total Traffic 2027

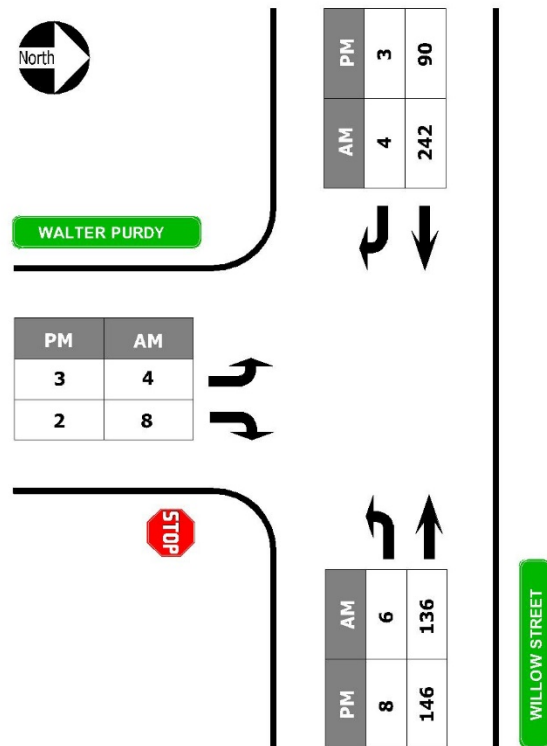
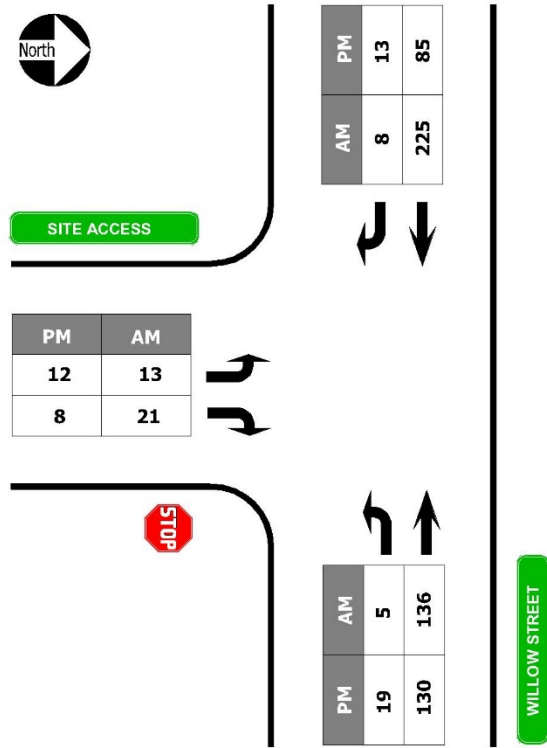


Exhibit 3.5 – Site Access (Gallagher Street) at Willow Street Estimated Total Traffic 2027



## 4 Evaluation of Impacts

### 4.1 Level of Service Analysis

As described in the Highway Capacity Manual "the concept of levels of service used qualitative measures that characterize operational conditions within a traffic stream and their perception by motorists and passengers. The descriptions of individual levels of service characterize these conditions in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, and comfort and convenience.

Six levels of service are defined for each type of facility for which analysis procedures are available. They are given letter designations from A to F, with LOS A representing the best operating conditions and LOS F the worst."

As stated in the Highway Capacity Manual, "analysis of signalized intersections focuses on the capacity and level of service of intersection approaches and the intersection as a whole. Capacity is evaluated in terms of the ratio of demand flow rate (volume) to capacity (v/c ratio) while the level of service is evaluated on the basis of average control delay per vehicle (in seconds per vehicle)." Exhibit 4.1 defines Level of Service for signalized intersections.

The Highway Capacity Manual also states that "the level of service is determined by the computed or measured control delay and is defined for each minor movement. Level of Service is not defined for the intersection as a whole." LOS criteria for unsignalized intersections are summarized in Exhibit 4.2.

Exhibit 4.1 - Level of Service Criteria for Signalized Intersections

Level of Service	Description	Control, Delay Per Vehicle (Seconds)
A	Very low delay; most vehicles do not stop (Excellent)	≤ 10
B	Higher delay; more vehicles stop (Very Good)	≥ 10 and ≤ 20
C	Higher number of congestion; number of vehicles stopping is significant, although many still pass through intersection without stopping (Good)	≥ 20 and ≤ 35
D	Congestion becomes noticeable; vehicles must sometimes wait through more than one red light; Many vehicles stop (Satisfactory)	≥ 35 and ≤ 55
E	Vehicles must often wait through more than one red light; considered by many agencies to be the limit of acceptable delay	≥ 55 and ≤ 80
F	This level is considered to be unacceptable for most drivers; occurs when arrival flow rates exceed the capacity of the intersection (Unacceptable)	≥ 80

Exhibit 4.2 - Level of Service Criteria for Unsignalized Intersections

Level of Service	Delay Range (Seconds)
A	≤ 10
B	≥ 10 and ≤ 15
C	≥ 15 and ≤ 25
D	≥ 25 and ≤ 35
E	≥ 35 and ≤ 50
F	≥ 50

Traffic volumes are at their highest during the AM and PM peak periods so the impact of the trips generated by the proposed development during these hours will provide a worst case assessment of their impacts on the existing transportation network.

NSTIR’s Guide for the Preparation of Traffic Impact Studies states that:

*"for signalized and unsignalized intersections and overall LOS rating of "A" to "D" (based on delay), and a volume/capacity (v/c) ratio less than 0.90 for any individual movement, are normally considered acceptable. Where existing or horizon year levels of service are "E" or "F", or v/c ratios exceed 0.90, without the proposed development, LOS and v/c ratios equal to or better than existing levels may be acceptable as long as the average stopped delay per vehicle per movement is not increased after the development."*

Level of Service (LOS), Volume-to-Capacity ratios (v/c) and 95% Queue Length in vehicles (95%) results from all key movements at all intersections in the study area are provided in the following Exhibits and detailed Synchro reports have been included in the Appendix.

Exhibit 4.3 – Donald Street at Walter Purdy Avenue Level of Service Results

	Donald Street		Walter Purdy Avenue		Total
	EB-L	EB-T	SB-LR		
<b>AM PEAK HOUR – EXISTING TRAFFIC 2022</b>					
Delay	7.4	-	9.2		1.2
LOS	A	A	A		
v/c	0.005		0.018		
95% Queue	0.0		0.1		
<b>AM PEAK HOUR – BACKGROUND TRAFFIC 2027</b>					
Delay	7.5	-	9.2		1.2
LOS	A	A	A		
v/c	0.006		0.02		
95% Queue	0.0		0.1		
<b>AM PEAK HOUR – TOTAL TRAFFIC 2027</b>					
Delay	7.5	-	9.4		1.9
LOS	A	A	A		
v/c	0.007		0.039		
95% Queue	0.0		0.1		
<b>PM PEAK HOUR – EXISTING TRAFFIC 2022</b>					
Delay	7.4	-	8.8		1.2
LOS	A	A	A		
v/c	0.003		0.005		
95% Queue	0.0		0.0		
<b>PM PEAK HOUR – BACKGROUND TRAFFIC 2027</b>					
Delay	7.3	-	8.8		1.2
LOS	A	A	A		
v/c	0.003		0.005		
95% Queue	0.0		0.0		
<b>PM PEAK HOUR – TOTAL TRAFFIC 2027</b>					
Delay	7.3	-	8.9		2.2
LOS	A	A	A		
v/c	0.006		0.011		
95% Queue	0.0		0.0		

All key intersection movements will operate with acceptable LOS during the AM and PM peak with existing traffic in 2022 and will continue to do so with the addition of site generated traffic and background traffic estimates in 2027.

Exhibit 4.4 – Brown Street at Walter Purdy Avenue Level of Service Results

	Brown Street		Walter Purdy Avenue		Total
	EB-LR		NB-L	NB-T	
<b>AM PEAK HOUR – EXISTING TRAFFIC 2022</b>					
Delay	8.7		7.3	-	1.4
LOS	A		A	A	
v/c	0.003		0.001		
95% Queue	0.0		0.0		
<b>AM PEAK HOUR – BACKGROUND TRAFFIC 2027</b>					
Delay	8.7		7.3	-	1.3
LOS	A		A	A	
v/c	0.003		0.001		
95% Queue	0.0		0.0		
<b>AM PEAK HOUR – TOTAL TRAFFIC 2027</b>					
Delay	8.6		7.3	-	3.7
LOS	A		A	A	
v/c	0.014		0.001		
95% Queue	0.0		0.0		
<b>PM PEAK HOUR – EXISTING TRAFFIC 2022</b>					
Delay	8.7		7.3	-	1.2
LOS	A		A	A	
v/c	0.001		0.004		
95% Queue	0.0		0.0		
<b>PM PEAK HOUR – BACKGROUND TRAFFIC 2027</b>					
Delay	8.8		7.3	-	1.1
LOS	A		A	A	
v/c	0.001		0.001		
95% Queue	0.0		0.0		
<b>PM PEAK HOUR – TOTAL TRAFFIC 2027</b>					
Delay	8.6		7.3	-	3.6
LOS	A		A	A	
v/c	0.005		0.005		
95% Queue	0.0		0.0		

All key intersection movements will operate with acceptable LOS during the AM and PM peak with existing traffic in 2022 and will continue to do so with the addition of site generated traffic and background traffic estimates in 2027.

Exhibit 4.4 – Mosher Street at Walter Purdy Avenue Level of Service Results

	Mosher Street		Walter Purdy Avenue		Total
	EB-LR		NB-L	NB-T	
<b>AM PEAK HOUR – EXISTING TRAFFIC 2022</b>					
Delay	8.7		7.3	-	1.4
LOS	A		A	A	
v/c	0.005		-		
95% Queue	0.0		0.0		
<b>AM PEAK HOUR – BACKGROUND TRAFFIC 2027</b>					
Delay	8.7		7.3	-	1.2
LOS	A		A	A	
v/c	0.005		-		
95% Queue	0.0		0.0		
<b>AM PEAK HOUR – TOTAL TRAFFIC 2027</b>					
Delay	8.7		7.3	-	2.4
LOS	A		A	A	
v/c	0.009		0.001		
95% Queue	0.0		0.0		
<b>PM PEAK HOUR – EXISTING TRAFFIC 2022</b>					
Delay	8.7		7.3	-	1.2
LOS	A		A	A	
v/c	0.002		-		
95% Queue	0.0		0.0		
<b>PM PEAK HOUR – BACKGROUND TRAFFIC 2027</b>					
Delay	8.7		7.3	-	1.0
LOS	A		A	A	
v/c	0.002		-		
95% Queue	0.0		0.0		
<b>PM PEAK HOUR – TOTAL TRAFFIC 2027</b>					
Delay	8.6		7.3	-	2.3
LOS	A		A	A	
v/c	0.005		0.002		
95% Queue	0.0		0.0		

All key intersection movements will operate with acceptable LOS during the AM and PM peak with existing traffic in 2022 and will continue to do so with the addition of site generated traffic and background traffic estimates in 2027.

Exhibit 4.5 – Willow Street at Walter Purdy Avenue Level of Service Results

	Willow Street		Walter Purdy Avenue		Total
	WB-L	WB-T	NB-LR		
<b>AM PEAK HOUR – EXISTING TRAFFIC 2022</b>					
Delay	8.0	-	11.1		0.5
LOS	A	A	B		
v/c	0.006		0.028		
95% Queue	0.0		0.1		
<b>AM PEAK HOUR – BACKGROUND TRAFFIC 2027</b>					
Delay	8.1	-	11.4		0.5
LOS	A	A	B		
v/c	0.008		0.032		
95% Queue	0.0		0.1		
<b>AM PEAK HOUR – TOTAL TRAFFIC 2027</b>					
Delay	8.1	-	11.8		0.5
LOS	A	A	B		
v/c	0.008		0.034		
95% Queue	0.0		0.1		
<b>PM PEAK HOUR – EXISTING TRAFFIC 2022</b>					
Delay	7.5	-	9.6		0.5
LOS	A	A	A		
v/c	0.006		0.008		
95% Queue	0.0		0.0		
<b>PM PEAK HOUR – BACKGROUND TRAFFIC 2027</b>					
Delay	7.5	-	9.8		0.5
LOS	A	A	A		
v/c	0.007		0.008		
95% Queue	0.0		0.0		
<b>PM PEAK HOUR – TOTAL TRAFFIC 2027</b>					
Delay	7.5	-	9.9		0.4
LOS	A	A	A		
v/c	0.007		0.008		
95% Queue	0.0		0.0		

All key intersection movements will operate with acceptable LOS during the AM and PM peak with existing traffic in 2022 and will continue to do so with the addition of site generated traffic and background traffic estimates in 2027.

Exhibit 4.6 – Site Access (Gallagher Street) at Willow Street Level of Service Results

	Willow Street		Site Access		Total
	WB-L	WB-T	NB-LR		
<b>AM PEAK HOUR – TOTAL TRAFFIC 2027</b>					
Delay	8.1	-	12.1		1.1
LOS	A	A	B		
v/c	0.007		0.095		
95% Queue	0.0		0.3		
<b>PM PEAK HOUR – TOTAL TRAFFIC 2027</b>					
Delay	7.5	-	10.1		1.3
LOS	A	A	B		
v/c	0.016		0.033		
95% Queue	0.0		0.1		

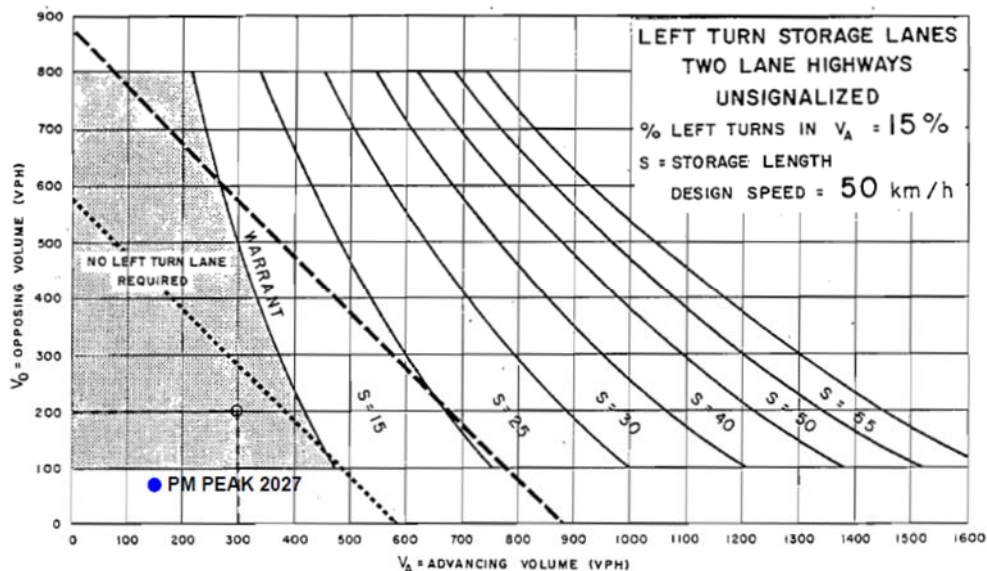
All key intersection movements will operate with acceptable LOS during the AM and PM peak with site generated traffic at this proposed connection to Willow Street.

#### 4.2 Turning Lane Assessments

Left turn warrants and storage lane lengths for unsignalized intersections are based on turning, advancing and opposing design hour volumes and to determine if turning traffic will impede through traffic to a level that will warrant a dedicated left turn lane.

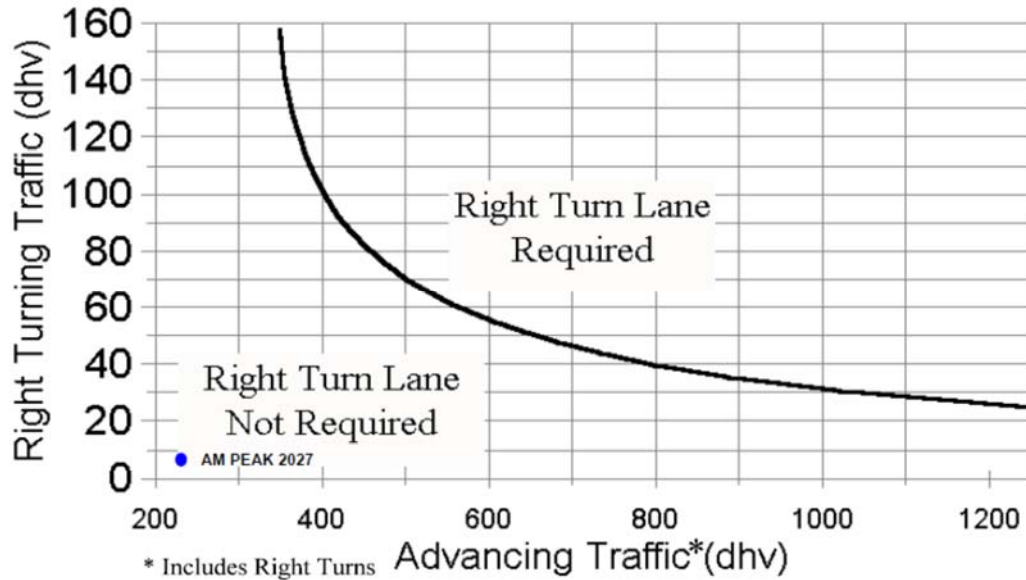
Ministry of Transportation for the Province of Ontario (MTO) procedures to determine the requirement for left turn lanes provide graphs that assess left turn volumes versus Opposing Volume for four-lane undivided highways. Westbound left turn traffic volumes are higher in the PM peak hour at the proposed site access (19 vehicles) and a dedicated left turn lane is not warranted as indicated in Exhibit 4.5.

Exhibit 4.5 – Left Turn Warrant on Willow Street at Site Access (Gallagher Extension)



Eastbound right turn traffic entering the development is also very low at 8 vehicles in the AM peak hour and as a result a right turn lane is not warranted based on procedures and graphs prepared by the Ohio Department of Transportation. Refer to Exhibit 4.6.

Exhibit 4.6 – Right Turn Warrant on Reeves Street at Site Access Driveway



### 4.3 Stopping Site Distance

As per the Transportation of Canada Geometric Design Guide for Canadian Roads, adequate stopping site distance *"is essential for safe operation that the vehicle operator be able to see far enough ahead to stop if necessary. Conditions that would force a vehicle operator to stop are for example, an object on the roadway, a culvert washout or other fault in the roadway.*

*Adequate stopping site distance is required throughout the length of the roadway. Minimum stopping site distance is the sum of two distances namely:*

- *Brake reaction distance*

*The distance travelled during the brake reaction time, that is the time that elapses from the instant an object, for which the driver decides to stop, comes into view to the instant the driver takes remedial action (contacts brake pedal).*

- *Braking distance*

*The distance travelled from the time that braking begins to the time the vehicle comes to a stop."*

For a design speed of 70 km/h, the minimum stopping site distance is 110 m.

We completed a site review and didn't identify any red flags or concerns providing adequate stopping site distance on Willow Street at the proposed development as visibility is good at the site to the east and west as shown in site photos in Section 2.2. We did not complete a formal stopping site distance survey.

#### 4.4 Site Access

The site plan provided for the proposed development shows three new 54-unit apartment buildings for a total of 162 units with primary access from an extension of the existing Gallagher Street to Willow Street. A driveway to the property will be established from this extension and a second access point will be created at the western end of Gallagher Street at Brown Street. A new internal road will be constructed on the property to provide access to the apartment buildings and three surface parking areas that will contain 204 parking spaces. An emergency vehicle turnaround is included on site.

#### 4.5 Surrounding Street Network

Our manual traffic counts can help estimate 24-hour Average Annual Daily Traffic Volumes on the streets surrounding the proposed development. We reviewed 24-hour hourly counts (Average Annual Daily Traffic Volumes) provided by NSTIR that were completed in the area of the proposed development in 2019 on NS Highway 6 just west of Route 366. We assessed the AM and PM peak hours from these counts as we determined that these peak hours account for 14% of the total AADT volumes.

We applied this ratio to our observed manual traffic counts completed on June 20<sup>th</sup> to estimate AADT volumes on the key roads surrounding the proposed Lot 2021-2R development as summarized below in Exhibit 4.7.

Exhibit 4.7 – Estimates AADT Volumes Surrounding Proposed Lot 2021-2R Development

Street	2022 EXISTING TRAFFIC			2027 TOTAL TRAFFIC		
	AM PEAK	PM PEAK	AADT	AM PEAK	PM PEAK	AADT
Willow Street	339	204	3833	400	253	4608
Walter Purdy Avenue	37	23	424	55	34	624
Donald Street	108	48	1101	133	65	1395
Site Access (Gallagher Street)				46	33	560

Willow Street is a designated arterial street and existing and estimated future volumes with the proposed development are well under TAC’s guidelines for a residential minor arterial road of between 5,000 and 20,000 vehicles/day.

Estimated existing daily traffic volumes on Donald Street are relatively low and just exceed TACs guidelines for a local residential road at 1,000 vehicles per day while being well under TAC guidelines for a residential collector road of less than 8,000 vehicles per day. We also note that HRM guidelines for a local road are up to 3,000 vehicles per day. The impact of the proposed development plus background traffic only marginally increase daily traffic on Donald Street.

Estimated existing daily and future traffic volumes on Walter Purdy Avenue (and by extension on Brown Street and Mosher Street) are well below TAC guidelines for local roads. Future estimated daily traffic volumes on the proposed Gallagher Street extension to Willow Street are also below TAC’s guidelines for a local road.

## 4.6 Pedestrians

As highlighted in Section 2.5 the pedestrian network in the area has been well established with sidewalks on the north sides of Willow Street and Donald Street to provide safe access for walking. Marked crosswalks are installed on Willow Street at the bus entrance to EB Chandler Junior High School and at Townshend Avenue. Crosswalks are also installed at the entrance to EB Chandler Junior High School on Donald Street.

Willow Street was upgraded to include bike lanes on the both sides contributing to a pedestrian and bicycle friendly area which helps residents bike, walk and use other human power ways to move around the city.

The site plan for the proposed development shows a sidewalk network on site to connect the building and parking areas. We recommend that the extension of Gallagher Street include a sidewalk on its eastern side to connect the pedestrian facilities on site to the existing sidewalk on the northern side of Willow Street.

We reviewed Transportation Association of Canada's Pedestrian Crossing Control Guide which references a holistic approach where a *"complete street is one that adequately provides all road users including bicyclists, pedestrians, transit riders, and motorists, to the extent appropriate to the function and context of the street. Knowing and understanding the desire lines (i.e the walking paths that pedestrians will choose from an origin to a selected destination) that are typically created by land use type and location, roadway cross section and geometry, and traffic control devices, can lease to the effective and safer management of vehicular and pedestrian traffic. The complimentary relationship among transportation, land use planning and urban design creates walkable and healthier communities, with road systems that support walking as an important part of people's daily lives."*

This guide recommends that a pedestrian control device be considered for an average hourly pedestrian volume of 15 Equivalent Adult Units (EAUs). We note that adults are equivalent to 1.0 EAU's, unaccompanied children  $\leq 12$  years old are 2.0 EAU's, Seniors  $\geq 65$  years year are 1.5 EAU's and pedestrians with physical impairments are equivalent to 2.0 EAU's. This threshold is based on a minimum volume of 100 pedestrians over a 7-hour continuous counting period.

The minimum practical traffic volumes at which the installation of a pedestrian crossing control device should be considered is 1,500 vehicles per day. Additional consideration is given to proximity to other traffic control devices. Close proximity is any distance between 100 and 200 meters. The marked crosswalk at EB Chandler Junior High School is located approximately 295 meters from the proposed site access on Willow Street and the existing marked crosswalk at Townshend Avenue is located approximately 225 meters away.

After consideration of TAC's guidelines and the area we recommend that a pedestrian control device (marked crosswalk) be installed on Willow Street to connect the existing sidewalk to the proposed sidewalk on the site access (Gallagher Street Extension). A crosswalk with side mounted signs in accordance with TAC guidelines and Town of Amherst standards is appropriate here to provide a safe opportunity for pedestrians to cross Willow Street.

## 5 Conclusions and Recommendations

- This Traffic Impact Study has provided a detailed assessment of the potential traffic impacts of the proposed development of three 54 unit apartment buildings at Lot 2021-2R in Amherst, Nova Scotia.
- We estimate that the proposed development will generate **60** new vehicle trips (16 enter, 44 exit) in the AM Peak Hour **64** new vehicle trips (39 enter, 25 exit) in the PM Peak Hour and **726** vehicles on a weekday.
- New site generated traffic will most likely follow existing trip distribution patterns in the surrounding area with 77% of site generated traffic using Willow Street for access/egress in the AM peak hour with the balance of 23% using Donald Street/Walter Purdy Avenue. In the PM peak hour 82% of site generated traffic will use Willow Street for access/egress with 18% using Donald Street/Walter Purdy Avenue
- We recommend that the extension of Gallagher Street to Willow Street incorporates a sidewalk on its eastern side to connect the pedestrian facilities on site to the existing sidewalk on the northern side of Willow Street.
- We recommend that a pedestrian control device (marked crosswalk) be installed on Willow Street to connect the existing sidewalk on its northern side to the proposed sidewalk on the Gallagher Street Extension. A crosswalk with side mounted signs in accordance with Transportation Association of Canada and Town of Amherst Design Guidelines is appropriate
- New roads and sidewalks should be constructed in accordance with Transportation Association of Canada and Town of Amherst Design Guidelines.
- We recommend that the site plan and the proposed internal road network be reviewed to ensure that emergency vehicles and larger service vehicles can be accommodated. This internal road network should be designed to Transportation Association of Canada and Town of Amherst Design Guidelines
- A new stop sign will be required at the northern end of the proposed Gallagher Street Extension facing Willow Street. We also recommend that stop signs be installed at the eastern ends of Brown Street and Mosher Street facing Gallagher Street. All new signs and pavement markings should be installed in accordance with TAC's Manual of Uniform Traffic Control Devices for Canada (MUTCDC).
- A visual review of stopping site distance at the site didn't identify any concerns with providing adequate stopping site distance at the proposed site access from Willow Street (Gallagher Street extension) but we do recommend that vegetation be monitored and removed from the right-of-way to the west and east of the property to ensure the decision sight triangle is maintained for exiting vehicles.
- Traffic created by this proposed residential development can be introduced safely and efficiently into the existing transportation network in Amherst, Nova Scotia with the recommendations outlined in this section.

## APPENDIX

TRAFFIC COUNTS

TRIP GENERATION ESTIMATES

TOTAL TRAFFIC ANALYSIS

SYNCHRO 10 REPORTS

# LOT 2021-2R AMHERST TRAFFIC IMPACT STUDY

## MANUAL TRAFFIC COUNTS

PEAK HOUR TRAFFIC COUNTS COMPLETED ON MONDAY JUNE 20, 2022

AM PEAK		WALTER PURDY AVENUE						DONALD STREET					
ENTER		SOUTHBOUND						EASTBOUND			WESTBOUND		
EXIT		L	T	R	L	T	R	L	T	R	L	T	R
<b>2022</b>													
07:00:00 AM	07:15:00 AM	1		1				1	2			0	0
07:15:00 AM	07:30:00 AM	1		1				0	3			3	0
07:30:00 AM	07:45:00 AM	2		1				0	3			5	0
07:45:00 AM	08:00:00 AM	1		1				0	4			3	0
08:00:00 AM	08:15:00 AM	2		1				0	2			4	1
08:15:00 AM	08:30:00 AM	1		2				0	8			13	0
08:30:00 AM	08:45:00 AM	0		1				4	20			27	1
08:45:00 AM	09:00:00 AM	1		2				1	9			8	0
<b>2022</b>													
08:00:00 AM	09:00:00 AM	4		6				5	39			52	2

PM PEAK		WALTER PURDY AVENUE						DONALD STREET					
ENTER	3	NORTHBOUND						EASTBOUND			WESTBOUND		
EXIT	6	L	T	R	L	T	R	L	T	R	L	T	R
<b>2022</b>													
04:00:00 PM	04:15:00 PM	0		2				1	5			5	0
04:15:00 PM	04:30:00 PM	1		1				1	6			4	0
04:30:00 PM	04:45:00 PM	1		0				2	6			7	0
04:45:00 PM	05:00:00 PM	0		0				1	3			1	0
05:00:00 PM	05:15:00 PM	0		1				0	5			8	0
05:15:00 PM	05:30:00 PM	0		0				1	1			6	0
05:30:00 PM	05:45:00 PM	0		2				2	1			3	0
05:45:00 PM	06:00:00 PM	0		2				0	1			2	0
<b>2022</b>													
04:15:00 PM	05:15:00 PM	2		2				4	20	0	0	20	0

# LOT 2021-2R AMHERST TRAFFIC IMPACT STUDY

## MANUAL TRAFFIC COUNTS

PEAK HOUR TRAFFIC COUNTS COMPLETED ON MONDAY JUNE 20, 2022

<b>AM PEAK</b>		<b>WALTER PURDY AVENUE</b>						<b>WILLOW STREET</b>					
<b>ENTER</b>		NORTHBOUND						EASTBOUND			WESTBOUND		
<b>EXIT</b>		L	T	R	L	T	R	L	T	R	L	T	R
<b>2022</b>													
07:00:00 AM	07:15:00 AM	0		1					9	1	0	7	
07:15:00 AM	07:30:00 AM	0		0					17	0	0	5	
07:30:00 AM	07:45:00 AM	0		1					29	0	0	6	
07:45:00 AM	08:00:00 AM	1		0					34	0	0	6	
08:00:00 AM	08:15:00 AM	2		3					38	0	1	12	
08:15:00 AM	08:30:00 AM	0		0					61	0	2	36	
08:30:00 AM	08:45:00 AM	1		3					75	2	2	49	
08:45:00 AM	09:00:00 AM	1		1					26	2	0	22	
<b>2022</b>													
08:00:00 AM	09:00:00 AM	4		7					200	4	5	119	

<b>PM PEAK</b>		<b>WALTER PURDY AVENUE</b>						<b>WILLOW STREET</b>					
<b>ENTER</b>	<b>3</b>	NORTHBOUND						EASTBOUND			WESTBOUND		
<b>EXIT</b>	<b>6</b>	L	T	R	L	T	R	L	T	R	L	T	R
<b>2022</b>													
04:00:00 PM	04:15:00 PM	2		0					21	1	0	26	
04:15:00 PM	04:30:00 PM	0		0					18	0	3	35	
04:30:00 PM	04:45:00 PM	1		0					12	1	3	20	
04:45:00 PM	05:00:00 PM	0		1					17	0	1	31	
05:00:00 PM	05:15:00 PM	2		1					27	2	0	29	
05:15:00 PM	05:30:00 PM	0		0					16	0	1	34	
05:30:00 PM	05:45:00 PM	0		1					17	0	2	18	
05:45:00 PM	06:00:00 PM	0		2					19	0	0	28	
<b>2022</b>													
04:15:00 PM	05:15:00 PM	3		2					74	3	7	115	

# LOT 2021-2R AMHERST TRAFFIC IMPACT STUDY

## TRIP GENERATION ESTIMATES

Source - ITE Trip Generation Manual 11th Edition

**Land Use 221** Multi Family Housing (Mid-Rise)  
**AM PEAK**  $T = 0.44(X) - 11.61$   
**PM PEAK**  $T = 0.39(X) + 0.34$   
**WEEKDAY**  $T = 4.77(X) - 46.46$

**Land Use 221** Multi Family Housing (Mid-Rise)  
**AM PEAK** 0.37 Average Rate  
**PM PEAK** 0.39 Average Rate  
**WEEKDAY** 4.54 Average Rate

**Land Use 210** Single Family Detached Housing  
**AM PEAK**  $\ln(T) = 0.91\ln(X) + 0.12$   
**PM PEAK**  $\ln(T) = 0.94\ln(X) + 0.27$   
**WEEKDAY**  $\ln(T) = 0.92\ln(X) + 2.68$

**Land Use 210** Single Family Detached Housing  
**AM PEAK** 0.7 Average Rate  
**PM PEAK** 0.94 Average Rate  
**WEEKDAY** 9.43 Average Rate

PROPOSED APARTMENTS										
LAND USE	QUANTITY	AM PEAK			PM PEAK			WEEKDAY		
		TOTAL TRIPS	ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT
Apartment Mid Rise	162	60	26%	74%	64	61%	39%	726	50%	50%
			16	44		39	25		363	363
<b>TOTAL</b>		<b>60</b>	<b>16</b>	<b>44</b>	<b>64</b>	<b>39</b>	<b>25</b>	<b>726</b>	<b>363</b>	<b>363</b>

\* Fitted Curve Equations were used to estimate vehicle trips

EXISTING SINGLE FAMILY										
LAND USE	QUANTITY	AM PEAK			PM PEAK			WEEKDAY		
		TOTAL TRIPS	ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL	ENTER	EXIT
Single Family	21	18	26%	74%	23	63%	37%	240	50%	50%
			5	13		14	8		120	120
<b>TOTAL</b>		<b>18</b>	<b>5</b>	<b>13</b>	<b>23</b>	<b>14</b>	<b>8</b>	<b>240</b>	<b>120</b>	<b>120</b>

\* Existing Single Family Homes located between Willow Street and Donald Street on Walter Purdy Avenue, Mosher Street, Gallagher Street and Brown Street

\* Fitted Curve Equations were used to estimate vehicle trips

# Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units  
On a: Weekday,  
Peak Hour of Adjacent Street Traffic,  
One Hour Between 7 and 9 a.m.

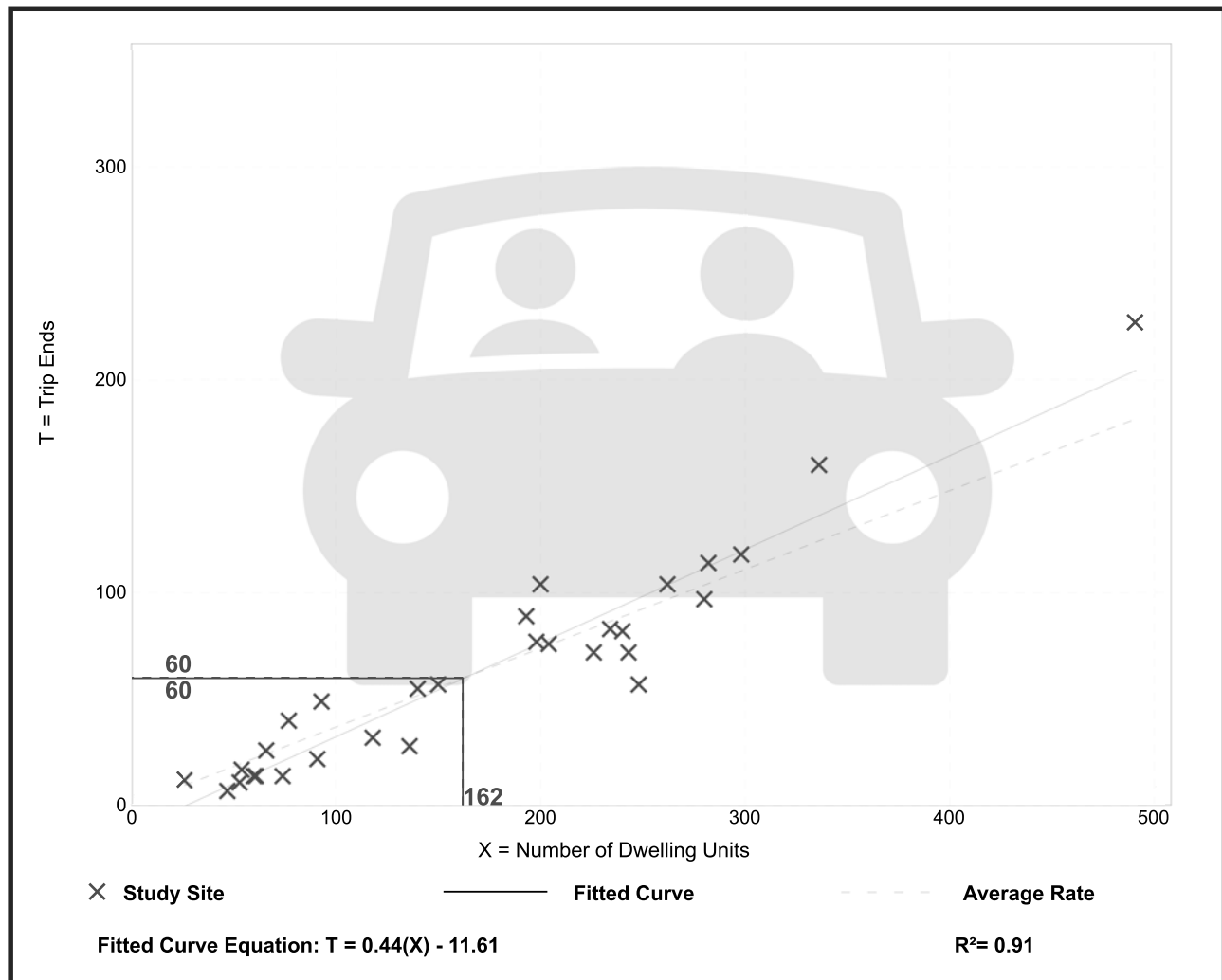
Setting/Location: General Urban/Suburban

Number of Studies: 30  
Avg. Num. of Dwelling Units: 173  
Directional Distribution: 23% entering, 77% exiting

## Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.37	0.15 - 0.53	0.09

## Data Plot and Equation



# Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

**Vehicle Trip Ends vs: Dwelling Units**  
**On a: Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 4 and 6 p.m.**

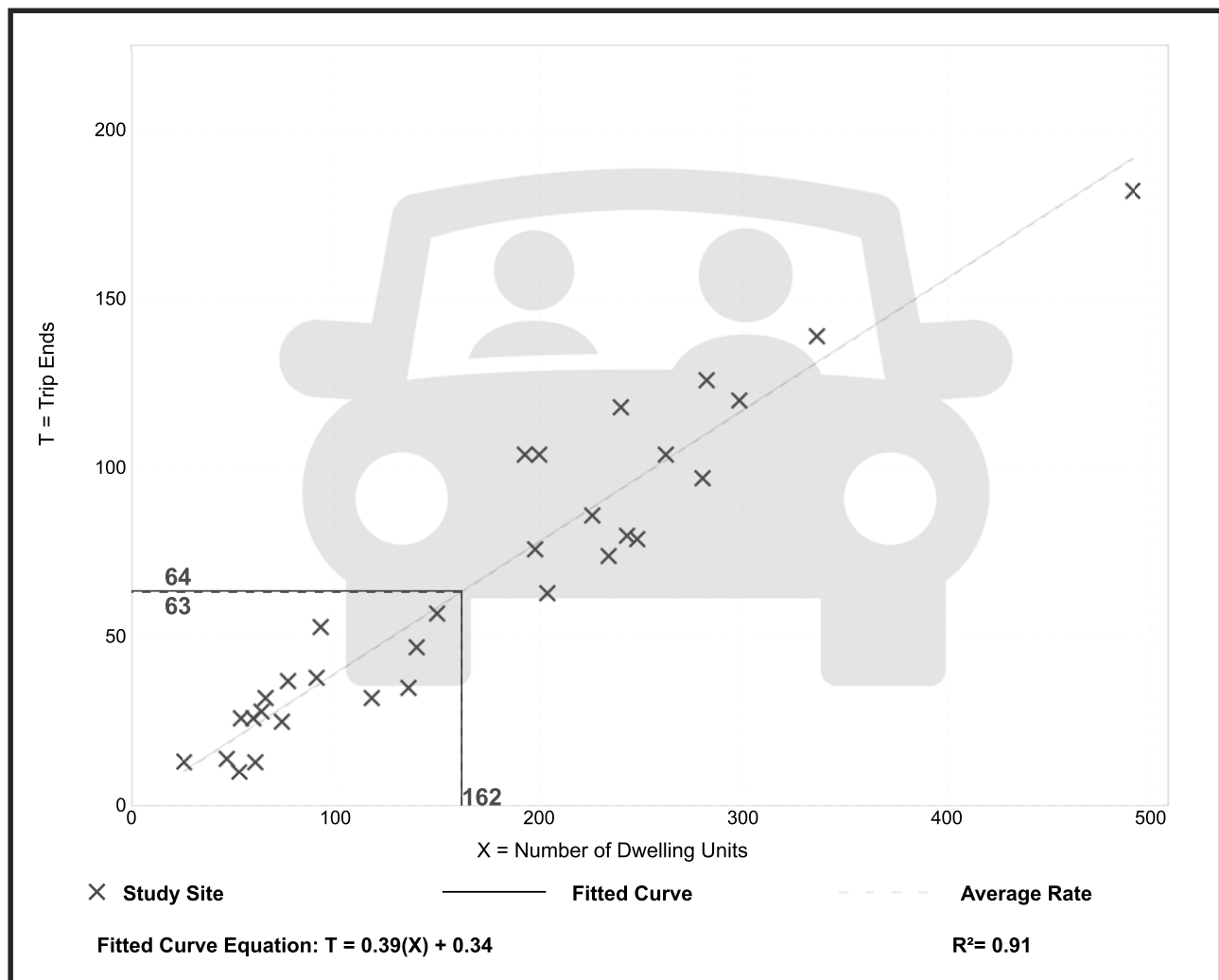
**Setting/Location: General Urban/Suburban**

Number of Studies: 31  
 Avg. Num. of Dwelling Units: 169  
 Directional Distribution: 61% entering, 39% exiting

## Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.39	0.19 - 0.57	0.08

## Data Plot and Equation



# Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

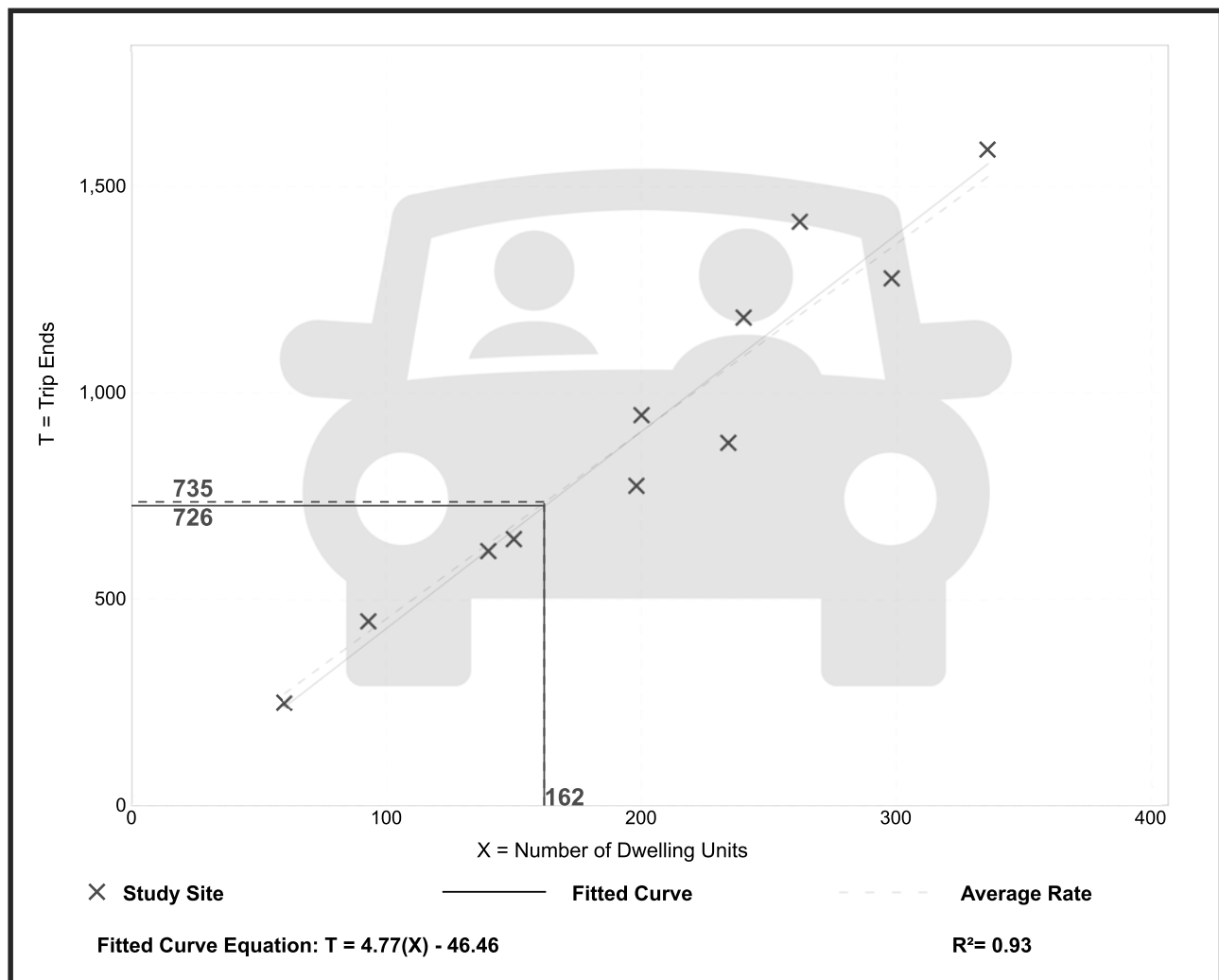
Vehicle Trip Ends vs: Dwelling Units  
On a: Weekday

Setting/Location: General Urban/Suburban  
Number of Studies: 11  
Avg. Num. of Dwelling Units: 201  
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.54	3.76 - 5.40	0.51

## Data Plot and Equation



# LOT 2021-2R AMHERST TRAFFIC IMPACT STUDY

## TOTAL TRAFFIC ANALYSIS

PEAK HOUR TRAFFIC COUNTS COMPLETED ON MONDAY JUNE 20, 2022

AM PEAK		WALTER PURDY AVENUE						DONALD STREET					
ENTER	16	SOUTHBOUND						WESTBOUND			EASTBOUND		
EXIT	44	L	T	R	L	T	R	L	T	R	L	T	R

2022													
08:00:00 AM	08:15:00 AM	2		1					4	1	0	2	
08:15:00 AM	08:30:00 AM	1		2					13	0	0	8	
08:30:00 AM	08:45:00 AM	0		1					27	1	4	20	
08:45:00 AM	09:00:00 AM	1		2					8	0	1	9	
2022													
08:00:00 AM	09:00:00 AM	4		6					52	2	5	39	
2027													
08:00:00 AM	09:00:00 AM	4		7					57	2	6	43	
DISTRIBUTION													
08:00:00 AM	09:00:00 AM								55%			45%	
SITE GENERATED TRAFFIC													
08:00:00 AM	09:00:00 AM	5		6						2	2		
TOTAL TRAFFIC 2027													
08:00:00 AM	09:00:00 AM	9		12					57	4	7	43	

PM PEAK		WALTER PURDY AVENUE						DONALD STREET					
ENTER	39	SOUTHBOUND						WESTBOUND			EASTBOUND		
EXIT	25	L	T	R	L	T	R	L	T	R	L	T	R

2022													
04:15:00 PM	04:30:00 PM	1		1					4	0	1	6	
04:30:00 PM	04:45:00 PM	1		0					7	0	2	6	
04:45:00 PM	05:00:00 PM	0		0					1	0	1	3	
05:00:00 PM	05:15:00 PM	0		1					8	0	0	5	
2022													
04:15:00 PM	05:15:00 PM	2		2					20	0	4	20	
2027													
04:15:00 PM	05:15:00 PM	2		2					22	0	4	22	
DISTRIBUTION													
04:15:00 PM	05:15:00 PM								45%			55%	
SITE GENERATED TRAFFIC													
04:15:00 PM	05:15:00 PM	2		2						3	4		
TOTAL TRAFFIC 2027													
04:15:00 PM	05:15:00 PM	5		4					22	3	8	22	

# LOT 2021-2R AMHERST TRAFFIC IMPACT STUDY

## TOTAL TRAFFIC ANALYSIS

PEAK HOUR TRAFFIC COUNTS COMPLETED ON MONDAY JUNE 20, 2022

AM PEAK		WALTER PURDY AVENUE						BROWN STREET					
ENTER		SOUTHBOUND			NORTHBOUND			WESTBOUND			EASTBOUND		
EXIT		L	T	R	L	T	R	L	T	R	L	T	R
<b>2022</b>													
08:00:00 AM	08:15:00 AM												
08:15:00 AM	08:30:00 AM												
08:30:00 AM	08:45:00 AM												
08:45:00 AM	09:00:00 AM												
<b>2022</b>			8	0	1	6					1		1
<b>2027</b>			9	0	1	7					1		1
<b>DISTRIBUTION</b>													
08:00:00 AM	09:00:00 AM												
<b>SITE GENERATED TRAFFIC</b>					2								7
<b>TOTAL TRAFFIC 2027</b>			9	0	4	7					1		8
08:00:00 AM	09:00:00 AM		9	0	4	7					1		8

PM PEAK		WALTER PURDY AVENUE						BROWN STREET					
ENTER		SOUTHBOUND			NORTHBOUND			WESTBOUND			EASTBOUND		
EXIT		L	T	R	L	T	R	L	T	R	L	T	R
<b>2022</b>													
04:15:00 PM	04:30:00 PM												
04:30:00 PM	04:45:00 PM												
04:45:00 PM	05:00:00 PM												
05:00:00 PM	05:15:00 PM												
<b>2022</b>			6	2	1	3					1		0
<b>2027</b>			7	2	1	3					1		0
<b>DISTRIBUTION</b>													
04:15:00 PM	05:15:00 PM												
<b>SITE GENERATED TRAFFIC</b>					5								3
<b>TOTAL TRAFFIC 2027</b>			7	2	6	3					1		3
04:15:00 PM	05:15:00 PM		7	2	6	3					1		3

# LOT 2021-2R AMHERST TRAFFIC IMPACT STUDY

## TOTAL TRAFFIC ANALYSIS

PEAK HOUR TRAFFIC COUNTS COMPLETED ON MONDAY JUNE 20, 2022

AM PEAK		WALTER PURDY AVENUE						MOSHER STREET					
ENTER		SOUTHBOUND			NORTHBOUND			WESTBOUND			EASTBOUND		
EXIT		L	T	R	L	T	R	L	T	R	L	T	R
<b>2022</b>													
08:00:00 AM	08:15:00 AM												
08:15:00 AM	08:30:00 AM												
08:30:00 AM	08:45:00 AM												
08:45:00 AM	09:00:00 AM												
<b>2022</b>			8	1	0	7					2		1
<b>2027</b>			9	1	0	8					2		1
<b>DISTRIBUTION</b>													
08:00:00 AM	09:00:00 AM												
<b>SITE GENERATED TRAFFIC</b>					1								3
<b>TOTAL TRAFFIC 2027</b>			9	1	1	8					2		4
08:00:00 AM	09:00:00 AM		9	1	1	8					2		4

PM PEAK		WALTER PURDY AVENUE						MOSHER STREET					
ENTER		SOUTHBOUND			NORTHBOUND			WESTBOUND			EASTBOUND		
EXIT		L	T	R	L	T	R	L	T	R	L	T	R
<b>2022</b>													
04:15:00 PM	04:30:00 PM												
04:30:00 PM	04:45:00 PM												
04:45:00 PM	05:00:00 PM												
05:00:00 PM	05:15:00 PM												
<b>2022</b>			8	2	0	4					1		1
<b>2027</b>			9	2	0	4					1		1
<b>DISTRIBUTION</b>													
04:15:00 PM	05:15:00 PM												
<b>SITE GENERATED TRAFFIC</b>					2								2
<b>TOTAL TRAFFIC 2027</b>			9	2	2	4					1		3
04:15:00 PM	05:15:00 PM		9	2	2	4					1		3

# LOT 2021-2R AMHERST TRAFFIC IMPACT STUDY

## TOTAL TRAFFIC ANALYSIS

PEAK HOUR TRAFFIC COUNTS COMPLETED ON MONDAY JUNE 20, 2022

AM PEAK		WALTER PURDY AVENUE						WILLOW STREET					
ENTER		NORTHBOUND						WESTBOUND			EASTBOUND		
EXIT		L	T	R	L	T	R	L	T	R	L	T	R
<b>2022</b>													
08:00:00 AM	08:15:00 AM	2		3				1	12			38	0
08:15:00 AM	08:30:00 AM	0		0				2	36			61	0
08:30:00 AM	08:45:00 AM	1		3				2	49			75	2
08:45:00 AM	09:00:00 AM	1		1				0	22			26	2
<b>2022</b>													
08:00:00 AM	09:00:00 AM	4		7				5	119			200	4
<b>2027</b>													
08:00:00 AM	09:00:00 AM	4		8				6	131			221	4
<b>DISTRIBUTION</b>													
08:00:00 AM	09:00:00 AM												
<b>SITE GENERATED TRAFFIC</b>													
08:00:00 AM	09:00:00 AM								5			21	
<b>TOTAL TRAFFIC 2027</b>													
08:00:00 AM	09:00:00 AM	4		8				6	136			242	4

PM PEAK		WALTER PURDY AVENUE						WILLOW STREET					
ENTER		NORTHBOUND						WESTBOUND			EASTBOUND		
EXIT		L	T	R	L	T	R	L	T	R	L	T	R
<b>2022</b>													
04:15:00 PM	04:30:00 PM	0		0				3	35			18	0
04:30:00 PM	04:45:00 PM	1		0				3	20			12	1
04:45:00 PM	05:00:00 PM	0		1				1	31			17	0
05:00:00 PM	05:15:00 PM	2		1				0	29			27	2
<b>2022</b>													
04:15:00 PM	05:15:00 PM	3		2				7	115			74	3
<b>2027</b>													
04:15:00 PM	05:15:00 PM	3		2				8	127			82	3
<b>DISTRIBUTION</b>													
04:15:00 PM	05:15:00 PM												
<b>SITE GENERATED TRAFFIC</b>													
04:15:00 PM	05:15:00 PM								19			8	
<b>TOTAL TRAFFIC 2027</b>													
04:15:00 PM	05:15:00 PM	3		2				8	146			90	3

# LOT 2021-2R AMHERST TRAFFIC IMPACT STUDY

## TOTAL TRAFFIC ANALYSIS

PEAK HOUR TRAFFIC COUNTS COMPLETED ON MONDAY JUNE 20, 2022

AM PEAK		GALLAGHER STREET						WILLOW STREET					
ENTER	16	NORTHBOUND						WESTBOUND			EASTBOUND		
EXIT	44	L	T	R	L	T	R	L	T	R	L	T	R

2022														
08:00:00 AM	08:15:00 AM													
08:15:00 AM	08:30:00 AM													
08:30:00 AM	08:45:00 AM													
08:45:00 AM	09:00:00 AM													
2022														
08:00:00 AM	09:00:00 AM								123			204		
2027														
08:00:00 AM	09:00:00 AM								136			225		
DISTRIBUTION														
08:00:00 AM	09:00:00 AM								38%			62%		
SITE GENERATED TRAFFIC														
08:00:00 AM	09:00:00 AM	13			21				5					8
TOTAL TRAFFIC 2027														
08:00:00 AM	09:00:00 AM	13			21				5	136			225	8

PM PEAK		GALLAGHER STREET						WILLOW STREET					
ENTER	39	NORTHBOUND						WESTBOUND			EASTBOUND		
EXIT	25	L	T	R	L	T	R	L	T	R	L	T	R

2022														
04:15:00 PM	04:30:00 PM													
04:30:00 PM	04:45:00 PM													
04:45:00 PM	05:00:00 PM													
05:00:00 PM	05:15:00 PM													
2022														
04:15:00 PM	05:15:00 PM								118			77		
2027														
04:15:00 PM	05:15:00 PM								130			85		
DISTRIBUTION														
04:15:00 PM	05:15:00 PM								61%			39%		
SITE GENERATED TRAFFIC														
04:15:00 PM	05:15:00 PM	12			8				19					13
TOTAL TRAFFIC 2027														
04:15:00 PM	05:15:00 PM	12			8				19	130			85	13

2022 AM PEAK EXISTING TRAFFIC  
5: Donald Street & Walter Purdy Avenue

07-09-2022

Intersection						
Int Delay, s/veh	1.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↔	↔		↔	
Traffic Vol, veh/h	5	39	52	2	4	6
Future Vol, veh/h	5	39	52	2	4	6
Conflicting Peds, #/hr	10	0	0	10	10	10
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	8	61	81	3	6	9

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	94	0	-	0	180
Stage 1	-	-	-	-	93
Stage 2	-	-	-	-	87
Critical Hdwy	4.12	-	-	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	2.218	-	-	-	3.518
Pot Cap-1 Maneuver	1500	-	-	-	810
Stage 1	-	-	-	-	931
Stage 2	-	-	-	-	936
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1487	-	-	-	792
Mov Cap-2 Maneuver	-	-	-	-	792
Stage 1	-	-	-	-	918
Stage 2	-	-	-	-	929

Approach	EB	WB	SB
HCM Control Delay, s	0.8	0	9.2
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1487	-	-	-	873
HCM Lane V/C Ratio	0.005	-	-	-	0.018
HCM Control Delay (s)	7.4	0	-	-	9.2
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1

2027 AM PEAK BACKGROUND TRAFFIC  
5: Donald Street & Walter Purdy Avenue

07-15-2022

Intersection						
Int Delay, s/veh	1.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	6	43	57	2	4	7
Future Vol, veh/h	6	43	57	2	4	7
Conflicting Peds, #/hr	10	0	0	10	10	10
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	67	89	3	6	11

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	102	0	-	0	196 111
Stage 1	-	-	-	-	101 -
Stage 2	-	-	-	-	95 -
Critical Hdwy	4.12	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.218	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	1490	-	-	-	793 942
Stage 1	-	-	-	-	923 -
Stage 2	-	-	-	-	929 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1477	-	-	-	776 926
Mov Cap-2 Maneuver	-	-	-	-	776 -
Stage 1	-	-	-	-	910 -
Stage 2	-	-	-	-	922 -

Approach	EB	WB	SB
HCM Control Delay, s	0.9	0	9.2
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1477	-	-	-	865
HCM Lane V/C Ratio	0.006	-	-	-	0.02
HCM Control Delay (s)	7.5	0	-	-	9.2
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1

2027 AM PEAK TOTAL TRAFFIC  
5: Donald Street & Walter Purdy Avenue

07-09-2022

Intersection						
Int Delay, s/veh	1.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	7	43	57	4	9	12
Future Vol, veh/h	7	43	57	4	9	12
Conflicting Peds, #/hr	10	0	0	10	10	10
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	67	89	6	14	19

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	105	0	-	0	201
Stage 1	-	-	-	-	102
Stage 2	-	-	-	-	99
Critical Hdwy	4.12	-	-	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	2.218	-	-	-	3.518
Pot Cap-1 Maneuver	1486	-	-	-	788
Stage 1	-	-	-	-	922
Stage 2	-	-	-	-	925
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1473	-	-	-	769
Mov Cap-2 Maneuver	-	-	-	-	769
Stage 1	-	-	-	-	907
Stage 2	-	-	-	-	918

Approach	EB	WB	SB
HCM Control Delay, s	1	0	9.4
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1473	-	-	-	851
HCM Lane V/C Ratio	0.007	-	-	-	0.039
HCM Control Delay (s)	7.5	0	-	-	9.4
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1

2022 PM PEAK EXISTING TRAFFIC  
2: Walter Purdy Avenue & Brown Street

07-09-2022

Intersection						
Int Delay, s/veh	1.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	1	0	1	3	6	2
Future Vol, veh/h	1	0	1	3	6	2
Conflicting Peds, #/hr	10	10	10	0	0	10
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	0	1	4	7	2

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	34	28	19	0	0
Stage 1	18	-	-	-	-
Stage 2	16	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	979	1047	1597	-	-
Stage 1	1005	-	-	-	-
Stage 2	1007	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	962	1029	1583	-	-
Mov Cap-2 Maneuver	962	-	-	-	-
Stage 1	996	-	-	-	-
Stage 2	999	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.7	1.8	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1583	-	962	-	-
HCM Lane V/C Ratio	0.001	-	0.001	-	-
HCM Control Delay (s)	7.3	0	8.7	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

2027 PM PEAK BACKGROUND TRAFFIC  
5: Donald Street & Walter Purdy Avenue

07-10-2022

Intersection						
Int Delay, s/veh	1.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	4	22	22	0	2	2
Future Vol, veh/h	4	22	22	0	2	2
Conflicting Peds, #/hr	10	0	0	10	10	10
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	26	26	0	2	2

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	36	0	-	0	82 46
Stage 1	-	-	-	-	36 -
Stage 2	-	-	-	-	46 -
Critical Hdwy	4.12	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.218	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	1575	-	-	-	920 1023
Stage 1	-	-	-	-	986 -
Stage 2	-	-	-	-	976 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1562	-	-	-	903 1006
Mov Cap-2 Maneuver	-	-	-	-	903 -
Stage 1	-	-	-	-	975 -
Stage 2	-	-	-	-	968 -

Approach	EB	WB	SB
HCM Control Delay, s	1.1	0	8.8
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1562	-	-	-	952
HCM Lane V/C Ratio	0.003	-	-	-	0.005
HCM Control Delay (s)	7.3	0	-	-	8.8
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

2027 PM PEAK TOTAL TRAFFIC  
5: Donald Street & Walter Purdy Avenue

07-09-2022

Intersection						
Int Delay, s/veh	2.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↶	↷		↶	
Traffic Vol, veh/h	8	22	22	3	5	4
Future Vol, veh/h	8	22	22	3	5	4
Conflicting Peds, #/hr	10	0	0	10	10	10
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	26	26	4	6	5

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	40	0	-	0	94 48
Stage 1	-	-	-	-	38 -
Stage 2	-	-	-	-	56 -
Critical Hdwy	4.12	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.218	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	1570	-	-	-	906 1021
Stage 1	-	-	-	-	984 -
Stage 2	-	-	-	-	967 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1557	-	-	-	885 1004
Mov Cap-2 Maneuver	-	-	-	-	885 -
Stage 1	-	-	-	-	969 -
Stage 2	-	-	-	-	959 -

Approach	EB	WB	SB
HCM Control Delay, s	2	0	8.9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1557	-	-	-	934
HCM Lane V/C Ratio	0.006	-	-	-	0.011
HCM Control Delay (s)	7.3	0	-	-	8.9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

2022 AM PEAK EXISTING TRAFFIC  
2: Walter Purdy Avenue & Brown Street

07-09-2022

Intersection						
Int Delay, s/veh	1.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		
Traffic Vol, veh/h	1	1	1	6	8	0
Future Vol, veh/h	1	1	1	6	8	0
Conflicting Peds, #/hr	10	10	10	0	0	10
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	2	2	9	13	0

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	46	33	23	0	-	0
Stage 1	23	-	-	-	-	-
Stage 2	23	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	964	1041	1592	-	-	-
Stage 1	1000	-	-	-	-	-
Stage 2	1000	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	948	1023	1579	-	-	-
Mov Cap-2 Maneuver	948	-	-	-	-	-
Stage 1	991	-	-	-	-	-
Stage 2	992	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.7	1	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1579	-	984	-	-
HCM Lane V/C Ratio	0.001	-	0.003	-	-
HCM Control Delay (s)	7.3	0	8.7	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

2027 AM PEAK BACKGROUND TRAFFIC  
2: Walter Purdy Avenue & Brown Street

07-10-2022

Intersection						
Int Delay, s/veh	1.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	1	1	1	7	9	0
Future Vol, veh/h	1	1	1	7	9	0
Conflicting Peds, #/hr	10	10	10	0	0	10
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	2	2	11	14	0

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	49	34	24	0	0
Stage 1	24	-	-	-	-
Stage 2	25	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	960	1039	1591	-	-
Stage 1	999	-	-	-	-
Stage 2	998	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	944	1021	1578	-	-
Mov Cap-2 Maneuver	944	-	-	-	-
Stage 1	990	-	-	-	-
Stage 2	990	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.7	0.9	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1578	-	981	-	-
HCM Lane V/C Ratio	0.001	-	0.003	-	-
HCM Control Delay (s)	7.3	0	8.7	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

2027 AM PEAK TOTAL TRAFFIC  
2: Walter Purdy Avenue & Brown Street

07-09-2022

Intersection						
Int Delay, s/veh	3.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		
Traffic Vol, veh/h	1	8	4	7	9	0
Future Vol, veh/h	1	8	4	7	9	0
Conflicting Peds, #/hr	10	10	10	0	0	10
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	13	6	11	14	0

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	57	34	24	0	0
Stage 1	24	-	-	-	-
Stage 2	33	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	950	1039	1591	-	-
Stage 1	999	-	-	-	-
Stage 2	989	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	931	1021	1578	-	-
Mov Cap-2 Maneuver	931	-	-	-	-
Stage 1	987	-	-	-	-
Stage 2	981	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.6	2.7	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1578	-	1010	-	-
HCM Lane V/C Ratio	0.004	-	0.014	-	-
HCM Control Delay (s)	7.3	0	8.6	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

2022 PM PEAK EXISTING TRAFFIC  
2: Walter Purdy Avenue & Brown Street

07-09-2022

Intersection						
Int Delay, s/veh	1.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	1	0	1	3	6	2
Future Vol, veh/h	1	0	1	3	6	2
Conflicting Peds, #/hr	10	10	10	0	0	10
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	0	1	4	7	2

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	34	28	19	0	0
Stage 1	18	-	-	-	-
Stage 2	16	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	979	1047	1597	-	-
Stage 1	1005	-	-	-	-
Stage 2	1007	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	962	1029	1583	-	-
Mov Cap-2 Maneuver	962	-	-	-	-
Stage 1	996	-	-	-	-
Stage 2	999	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.7	1.8	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1583	-	962	-	-
HCM Lane V/C Ratio	0.001	-	0.001	-	-
HCM Control Delay (s)	7.3	0	8.7	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

2027 PM PEAK BACKGROUND TRAFFIC  
2: Walter Purdy Avenue & Brown Street

07-10-2022

Intersection						
Int Delay, s/veh	1.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	1	0	1	3	7	2
Future Vol, veh/h	1	0	1	3	7	2
Conflicting Peds, #/hr	10	10	10	0	0	10
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	0	1	4	8	2

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	35	29	20	0	0
Stage 1	19	-	-	-	-
Stage 2	16	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	978	1046	1596	-	-
Stage 1	1004	-	-	-	-
Stage 2	1007	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	961	1028	1582	-	-
Mov Cap-2 Maneuver	961	-	-	-	-
Stage 1	995	-	-	-	-
Stage 2	999	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.8	1.8	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1582	-	961	-	-
HCM Lane V/C Ratio	0.001	-	0.001	-	-
HCM Control Delay (s)	7.3	0	8.8	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

2027 PM PEAK TOTAL TRAFFIC  
2: Walter Purdy Avenue & Brown Street

07-09-2022

Intersection						
Int Delay, s/veh	3.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	1	3	6	3	7	2
Future Vol, veh/h	1	3	6	3	7	2
Conflicting Peds, #/hr	10	10	10	0	0	10
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	4	7	4	8	2

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	47	29	20	0	0
Stage 1	19	-	-	-	-
Stage 2	28	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	963	1046	1596	-	-
Stage 1	1004	-	-	-	-
Stage 2	995	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	944	1028	1582	-	-
Mov Cap-2 Maneuver	944	-	-	-	-
Stage 1	992	-	-	-	-
Stage 2	987	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.6	4.9	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1582	-	1006	-	-
HCM Lane V/C Ratio	0.005	-	0.005	-	-
HCM Control Delay (s)	7.3	0	8.6	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

2022 AM PEAK EXISTING TRAFFIC  
1: Walter Purdy Avenue & Mosher Street

07-09-2022

Intersection						
Int Delay, s/veh	1.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	2	1	0	7	8	1
Future Vol, veh/h	2	1	0	7	8	1
Conflicting Peds, #/hr	10	10	10	0	0	10
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	2	0	11	13	2

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	45	34	25	0	-	0
Stage 1	24	-	-	-	-	-
Stage 2	21	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	965	1039	1589	-	-	-
Stage 1	999	-	-	-	-	-
Stage 2	1002	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	950	1021	1576	-	-	-
Mov Cap-2 Maneuver	950	-	-	-	-	-
Stage 1	991	-	-	-	-	-
Stage 2	994	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.7	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1576	-	973	-	-
HCM Lane V/C Ratio	-	-	0.005	-	-
HCM Control Delay (s)	0	-	8.7	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

2027 AM PEAK BACKGROUND TRAFFIC  
1: Walter Purdy Avenue & Mosher Street

07-10-2022

Intersection						
Int Delay, s/veh	1.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	2	1	0	8	9	1
Future Vol, veh/h	2	1	0	8	9	1
Conflicting Peds, #/hr	10	10	10	0	0	10
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	2	0	13	14	2

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	48	35	26	0	0
Stage 1	25	-	-	-	-
Stage 2	23	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	962	1038	1588	-	-
Stage 1	998	-	-	-	-
Stage 2	1000	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	947	1020	1575	-	-
Mov Cap-2 Maneuver	947	-	-	-	-
Stage 1	990	-	-	-	-
Stage 2	992	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.7	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1575	-	970	-	-
HCM Lane V/C Ratio	-	-	0.005	-	-
HCM Control Delay (s)	0	-	8.7	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

2027 AM PEAK TOTAL TRAFFIC  
1: Walter Purdy Avenue & Mosher Street

07-09-2022

Intersection						
Int Delay, s/veh	2.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	2	4	1	8	9	1
Future Vol, veh/h	2	4	1	8	9	1
Conflicting Peds, #/hr	10	10	10	0	0	10
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	6	2	13	14	2

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	52	35	26	0	0
Stage 1	25	-	-	-	-
Stage 2	27	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	957	1038	1588	-	-
Stage 1	998	-	-	-	-
Stage 2	996	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	941	1020	1575	-	-
Mov Cap-2 Maneuver	941	-	-	-	-
Stage 1	989	-	-	-	-
Stage 2	988	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.7	0.8	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1575	-	992	-	-
HCM Lane V/C Ratio	0.001	-	0.009	-	-
HCM Control Delay (s)	7.3	0	8.7	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

2022 PM PEAK EXISTING TRAFFIC  
1: Walter Purdy Avenue & Mosher Street

07-09-2022

Intersection						
Int Delay, s/veh	1.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	1	1	0	4	8	2
Future Vol, veh/h	1	1	0	4	8	2
Conflicting Peds, #/hr	10	10	10	0	0	10
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	1	0	5	10	2

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	36	31	22	0	0
Stage 1	21	-	-	-	-
Stage 2	15	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	977	1043	1593	-	-
Stage 1	1002	-	-	-	-
Stage 2	1008	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	961	1025	1580	-	-
Mov Cap-2 Maneuver	961	-	-	-	-
Stage 1	994	-	-	-	-
Stage 2	1000	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.6	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1580	-	992	-	-
HCM Lane V/C Ratio	-	-	0.002	-	-
HCM Control Delay (s)	0	-	8.6	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

2027 PM PEAK BACKGROUND TRAFFIC  
1: Walter Purdy Avenue & Mosher Street

07-10-2022

Intersection						
Int Delay, s/veh	1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	1	0	4	9	2
Future Vol, veh/h	1	1	0	4	9	2
Conflicting Peds, #/hr	10	10	10	0	0	10
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	1	0	5	11	2

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	37	32	23	0	-	0
Stage 1	22	-	-	-	-	-
Stage 2	15	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	975	1042	1592	-	-	-
Stage 1	1001	-	-	-	-	-
Stage 2	1008	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	959	1024	1579	-	-	-
Mov Cap-2 Maneuver	959	-	-	-	-	-
Stage 1	993	-	-	-	-	-
Stage 2	1000	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.6	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1579	-	990	-	-
HCM Lane V/C Ratio	-	-	0.002	-	-
HCM Control Delay (s)	0	-	8.6	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

2027 PM PEAK TOTAL TRAFFIC  
1: Walter Purdy Avenue & Mosher Street

07-09-2022

Intersection						
Int Delay, s/veh	2.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	1	3	2	4	9	2
Future Vol, veh/h	1	3	2	4	9	2
Conflicting Peds, #/hr	10	10	10	0	0	10
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	4	2	5	11	2

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	41	32	23	0	-	0
Stage 1	22	-	-	-	-	-
Stage 2	19	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	970	1042	1592	-	-	-
Stage 1	1001	-	-	-	-	-
Stage 2	1004	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	954	1024	1579	-	-	-
Mov Cap-2 Maneuver	954	-	-	-	-	-
Stage 1	992	-	-	-	-	-
Stage 2	996	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.6	2.4	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1579	-	1006	-	-
HCM Lane V/C Ratio	0.002	-	0.005	-	-
HCM Control Delay (s)	7.3	0	8.6	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

2022 AM PEAK EXISTING TRAFFIC  
8: Walter Purdy Avenue & Willow Street

07-09-2022

Intersection						
Int Delay, s/veh	0.5					
Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations						
Traffic Vol, veh/h	200	4	5	119	4	7
Future Vol, veh/h	200	4	5	119	4	7
Conflicting Peds, #/hr	0	10	10	0	10	10
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	313	6	8	186	6	11

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	329	0	538 336
Stage 1	-	-	-	-	326 -
Stage 2	-	-	-	-	212 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1231	-	504 706
Stage 1	-	-	-	-	731 -
Stage 2	-	-	-	-	823 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1221	-	492 694
Mov Cap-2 Maneuver	-	-	-	-	492 -
Stage 1	-	-	-	-	725 -
Stage 2	-	-	-	-	811 -

Approach	SE	NW	NE
HCM Control Delay, s	0	0.3	11.1
HCM LOS			B

Minor Lane/Major Mvmt	NELn1	NWL	NWT	SET	SER
Capacity (veh/h)	604	1221	-	-	-
HCM Lane V/C Ratio	0.028	0.006	-	-	-
HCM Control Delay (s)	11.1	8	0	-	-
HCM Lane LOS	B	A	A	-	-
HCM 95th %tile Q(veh)	0.1	0	-	-	-

2027 AM PEAK BACKGROUND TRAFFIC  
8: Walter Purdy Avenue & Willow Street

07-10-2022

Intersection						
Int Delay, s/veh	0.5					
Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations						
Traffic Vol, veh/h	221	4	6	131	4	8
Future Vol, veh/h	221	4	6	131	4	8
Conflicting Peds, #/hr	0	10	10	0	10	10
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	345	6	9	205	6	13

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	361	0	591 368
Stage 1	-	-	-	-	358 -
Stage 2	-	-	-	-	233 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1198	-	470 677
Stage 1	-	-	-	-	707 -
Stage 2	-	-	-	-	806 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1188	-	458 666
Mov Cap-2 Maneuver	-	-	-	-	458 -
Stage 1	-	-	-	-	701 -
Stage 2	-	-	-	-	792 -

Approach	SE	NW	NE
HCM Control Delay, s	0	0.4	11.4
HCM LOS			B

Minor Lane/Major Mvmt	NELn1	NWL	NWT	SET	SER
Capacity (veh/h)	578	1188	-	-	-
HCM Lane V/C Ratio	0.032	0.008	-	-	-
HCM Control Delay (s)	11.4	8.1	0	-	-
HCM Lane LOS	B	A	A	-	-
HCM 95th %tile Q(veh)	0.1	0	-	-	-

2027 AM PEAK TOTAL TRAFFIC  
8: Walter Purdy Avenue & Willow Street

07-09-2022

Intersection						
Int Delay, s/veh	0.5					
Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations						
Traffic Vol, veh/h	242	4	6	136	4	8
Future Vol, veh/h	242	4	6	136	4	8
Conflicting Peds, #/hr	0	10	10	0	10	10
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	378	6	9	213	6	13

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	394	0	632 401
Stage 1	-	-	-	-	391 -
Stage 2	-	-	-	-	241 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1165	-	444 649
Stage 1	-	-	-	-	683 -
Stage 2	-	-	-	-	799 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1155	-	433 638
Mov Cap-2 Maneuver	-	-	-	-	433 -
Stage 1	-	-	-	-	678 -
Stage 2	-	-	-	-	785 -

Approach	SE	NW	NE
HCM Control Delay, s	0	0.3	11.8
HCM LOS			B

Minor Lane/Major Mvmt	NELn1	NWL	NWT	SET	SER
Capacity (veh/h)	551	1155	-	-	-
HCM Lane V/C Ratio	0.034	0.008	-	-	-
HCM Control Delay (s)	11.8	8.1	0	-	-
HCM Lane LOS	B	A	A	-	-
HCM 95th %tile Q(veh)	0.1	0	-	-	-

2022 PM PEAK EXISTING TRAFFIC  
8: Walter Purdy Avenue & Willow Street

07-09-2022

Intersection						
Int Delay, s/veh	0.5					
Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations						
Traffic Vol, veh/h	74	3	7	115	3	2
Future Vol, veh/h	74	3	7	115	3	2
Conflicting Peds, #/hr	0	10	10	0	10	10
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	88	4	8	137	4	2

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	102	0	263 110
Stage 1	-	-	-	-	100 -
Stage 2	-	-	-	-	163 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1490	-	726 943
Stage 1	-	-	-	-	924 -
Stage 2	-	-	-	-	866 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1477	-	710 927
Mov Cap-2 Maneuver	-	-	-	-	710 -
Stage 1	-	-	-	-	917 -
Stage 2	-	-	-	-	854 -

Approach	SE	NW	NE
HCM Control Delay, s	0	0.4	9.6
HCM LOS			A

Minor Lane/Major Mvmt	NELn1	NWL	NWT	SET	SER
Capacity (veh/h)	783	1477	-	-	-
HCM Lane V/C Ratio	0.008	0.006	-	-	-
HCM Control Delay (s)	9.6	7.5	0	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	0	-	-	-

2027 PM PEAK BACKGROUND TRAFFIC  
8: Walter Purdy Avenue & Willow Street

07-10-2022

Intersection						
Int Delay, s/veh	0.5					
Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations						
Traffic Vol, veh/h	82	3	8	127	3	2
Future Vol, veh/h	82	3	8	127	3	2
Conflicting Peds, #/hr	0	10	10	0	10	10
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	98	4	10	151	4	2

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	112	0	291
Stage 1	-	-	-	-	110
Stage 2	-	-	-	-	181
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1478	-	700
Stage 1	-	-	-	-	915
Stage 2	-	-	-	-	850
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1465	-	684
Mov Cap-2 Maneuver	-	-	-	-	684
Stage 1	-	-	-	-	908
Stage 2	-	-	-	-	837

Approach	SE	NW	NE
HCM Control Delay, s	0	0.4	9.8
HCM LOS			A

Minor Lane/Major Mvmt	NELn1	NWL	NWT	SET	SER
Capacity (veh/h)	761	1465	-	-	-
HCM Lane V/C Ratio	0.008	0.007	-	-	-
HCM Control Delay (s)	9.8	7.5	0	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	0	-	-	-

2027 PM PEAK TOTAL TRAFFIC  
8: Walter Purdy Avenue & Willow Street

07-09-2022

Intersection						
Int Delay, s/veh	0.4					
Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations						
Traffic Vol, veh/h	90	3	8	146	3	2
Future Vol, veh/h	90	3	8	146	3	2
Conflicting Peds, #/hr	0	10	10	0	10	10
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	107	4	10	174	4	2

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	121	0	323
Stage 1	-	-	-	-	119
Stage 2	-	-	-	-	204
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1467	-	671
Stage 1	-	-	-	-	906
Stage 2	-	-	-	-	830
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1455	-	655
Mov Cap-2 Maneuver	-	-	-	-	655
Stage 1	-	-	-	-	899
Stage 2	-	-	-	-	817

Approach	SE	NW	NE
HCM Control Delay, s	0	0.4	9.9
HCM LOS			A

Minor Lane/Major Mvmt	NELn1	NWL	NWT	SET	SER
Capacity (veh/h)	736	1455	-	-	-
HCM Lane V/C Ratio	0.008	0.007	-	-	-
HCM Control Delay (s)	9.9	7.5	0	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	0	-	-	-

2027 AM PEAK TOTAL TRAFFIC  
4: Gallagher Street & Willow Street

07-09-2022

Intersection						
Int Delay, s/veh	1.1					
Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations						
Traffic Vol, veh/h	225	8	5	136	13	21
Future Vol, veh/h	225	8	5	136	13	21
Conflicting Peds, #/hr	0	10	10	0	10	10
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	64	64	64	64	64	64
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	352	13	8	213	20	33

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	375	0	608 379
Stage 1	-	-	-	-	369 -
Stage 2	-	-	-	-	239 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1183	-	459 668
Stage 1	-	-	-	-	699 -
Stage 2	-	-	-	-	801 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1173	-	448 657
Mov Cap-2 Maneuver	-	-	-	-	448 -
Stage 1	-	-	-	-	693 -
Stage 2	-	-	-	-	788 -

Approach	SE	NW	NE
HCM Control Delay, s	0	0.3	12.1
HCM LOS			B

Minor Lane/Major Mvmt	NELn1	NWL	NWT	SET	SER
Capacity (veh/h)	558	1173	-	-	-
HCM Lane V/C Ratio	0.095	0.007	-	-	-
HCM Control Delay (s)	12.1	8.1	0	-	-
HCM Lane LOS	B	A	A	-	-
HCM 95th %tile Q(veh)	0.3	0	-	-	-

2027 PM PEAK TOTAL TRAFFIC  
4: Gallagher Street & Willow Street

07-09-2022

Intersection						
Int Delay, s/veh	1.3					
Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations						
Traffic Vol, veh/h	85	13	19	130	12	8
Future Vol, veh/h	85	13	19	130	12	8
Conflicting Peds, #/hr	0	10	10	0	10	10
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	101	15	23	155	14	10

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	126	0	330
Stage 1	-	-	-	-	119
Stage 2	-	-	-	-	211
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1460	-	665
Stage 1	-	-	-	-	906
Stage 2	-	-	-	-	824
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1448	-	643
Mov Cap-2 Maneuver	-	-	-	-	643
Stage 1	-	-	-	-	899
Stage 2	-	-	-	-	803

Approach	SE	NW	NE
HCM Control Delay, s	0	1	10.1
HCM LOS			B

Minor Lane/Major Mvmt	NELn1	NWL	NWT	SET	SER
Capacity (veh/h)	727	1448	-	-	-
HCM Lane V/C Ratio	0.033	0.016	-	-	-
HCM Control Delay (s)	10.1	7.5	0	-	-
HCM Lane LOS	B	A	A	-	-
HCM 95th %tile Q(veh)	0.1	0	-	-	-

# SYNOPSIS

## First Reading Land Use Bylaw Amendment – Rezoning

---

An application to rezone a 2.4 acre parcel of land from Low Density Residential to General Residential has been made in order to allow four 4-units townhouses to be constructed at the end of Paradise Avenue.

Following a Public Participation Opportunity held on July 20, 2022 where only the applicant and current property owners were in attendance, the Planning Advisory Committee recommended that Council rezone the subject property. Should Council give First Reading, a Public Hearing will be scheduled for October 20, 2022.

### **MOTION:**

**That Council give first reading to an amendment to the Land Use Bylaw Schedule 'A' Zoning Map, by changing the zoning of a portion of PID 25001926 located on Paradise Avenue from Low Density Residential to General Residential.**

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

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

**DATE:** September 28, 2022

**SUBJECT:** Land Use Bylaw Amendment – rezoning property on Flemming & Paradise Avenue

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**ORIGIN:** Application to amend the Land Use Bylaw Schedule “A” Zoning Map to rezone a 9,680 sq.m. portion of vacant property (PID 25001926), located at Fleming Street and Paradise Avenue from Low Density Residential to the General Residential Zone.

**LEGISLATIVE AUTHORITY:** *Municipal Government Act* Part VIII: Planning and Development.

**PAC RECOMMENDATION:** That Council amend the Land Use Bylaw Schedule 'A' Zoning Map by changing the zoning of a portion of PID 25001926 located at Fleming Street and Paradise Avenue from Low Density Residential to General Residential.

**BACKGROUND:** The subject vacant property is approximately 9,680m<sup>2</sup> (2.4 acres) in area with frontage on Paradise Avenue where Flemming and Paradise intersect. The subject property is part of a larger vacant property known colloquially as Coates’ Field. Development in the immediate area consists of single detached dwellings to the north along Fleming Avenue, and four-unit townhouses to the west on Paradise Avenue and Sandstone Crescent, which are zoned General Residential.

Excerpts from the Land Use Bylaw for the Low Density and General Residential Zones are provided in the attached Staff report to the PAC. The applicant has expressed an interest in developing 4-unit townhouses on the subject property, similar to those located to the west. Doing so would require that the zoning be changed to the General Residential Zone that allows a full range of residential types. Attached is a preliminary plan showing how four, 4-unit townhouses could fit on individual properties and meet all minimum requirements of the General Residential Zone.

**DISCUSSION:** As detailed in the attached staff report to the PAC, Staff feel this rezoning request conforms to general intent of the MPS and other regulations and does not represent a significant potential impact on the surrounding area over and above the current situation.

**FINANCIAL IMPLICATIONS:** No direct costs related to this issue. Ongoing tax revenue once development is complete.





**AMHERST TOWN COUNCIL**

**RFD# 2022064**

**Date: September 28, 2022**

**SOCIAL JUSTICE IMPLICATIONS:** Additional housing options are needed in the community.

**ENVIRONMENTAL IMPLICATIONS:** None specific to this issue.

**COMMUNITY ENGAGEMENT:** An advertised Public Participation Opportunity was held on July 20, 2022. The only members of the public in attendance were the applicant and the two current property owners. Should Council give First Reading, a Public Hearing on this matter is tentatively scheduled for October 20, 2022.

**ALTERNATIVES:** Refer the application back to the PAC for more information.

**ATTACHMENTS:** 1) Preliminary Plan; 2) Staff report to PAC

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





**Lot Size (Without Pole)**

Lot #1 = 1,860 sq. meters

Lot #2 = 2,410 sq. meters

Lot #3 = 2,170 sq. meters

Lot #4 = 2,590 sq. meters

# MEMO

**TO:** Planning Advisory Committee

**FROM:** Andrew Fisher, Director of Planning & Strategic Initiatives

**DATE:** September 6, 2022

**RE:** **Land Use Bylaw Zoning Map Amendment – Fleming Avenue**

---

**ISSUE:**

An application to amend the Land Use Bylaw Zoning Map to change the zoning designation of a portion of PID 25001926 located at Flemming Street and Paradise Avenue from Low Density Residential to General Residential.

**BACKGROUND INFORMATION:**

The subject vacant property is approximately 9,680m<sup>2</sup> (2.4 acres) in area. As shown on the attached sketch, it has frontage on Paradise Avenue where Flemming and Paradise intersect. The subject property is part of a larger vacant property known colloquially as Coates' Field. Development in the immediate area consists of single detached dwellings to the north along Fleming Avenue, which is located in the Low Density Residential Zone. Four-unit townhouses exist to the west on Paradise Avenue and Sandstone Crescent, which are zoned General Residential.

Attached are excerpts from the Land Use Bylaw (LUB) showing the permitted uses for the General Residential and Low Density Residential Zones.

The Low Density Residential Zone, applied to mostly vacant lands at the northern end of town, permits a range of residential use limited to Single Detached, Double Dwellings and a few accessory uses such as home occupations and B&Bs. Most importantly, this zone does not permit multi-unit dwellings.

The applicant has expressed an interest in developing 4-unit townhouses on the subject property, similar to those located to the west. Doing so would require that the zoning be changed to the General Residential Zone that allows a full range of residential types. Attached is a preliminary plan showing how four, 4-unit townhouses could fit on individual properties and meet all minimum requirements of the General Residential Zone.

**PUBLIC PARTICIPATION OPPORTUNITY:** An advertised Public Participation Opportunity was held on July 20, 2022. The only members of the public in attendance were the applicant and the two current property owners.

## **RELEVANT POLICY AND DISCUSSION:**

The following MPS polices are relevant to this issue.

### General Residential Zone

RP-3 It shall be the intention of Council to include in the Land Use Bylaw a General Residential zone. This zone shall permit a range and density of residential development subject to the policies of this Plan and regulations of the Land Use Bylaw. Council shall zone all areas designated Residential to the General Residential Zone, except where other specific zones are applied.

### Low Density Residential Zone

RP-4 It shall be the intention of Council to include in the Land Use Bylaw a Low Density Residential Zone. This zone shall permit low density residential development subject to the policies of this Plan and regulations of the Land Use Bylaw. This zone will be applied to areas designated Residential where Council feels medium and high density residential development is inappropriate.

### Amendment Criteria

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

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

In review of RP-3 and RP-4 above that create the residential zones, the only significant difference between them is that the Low Density zone has been applied to areas where medium and high density development is considered 'inappropriate'. However, there are several examples where medium density townhouse developments have been mixed among detached dwellings. The two building types do not conflict with each other.

## **CONCLUSIONS:**

Staff feel this rezoning request conforms to general intent of the MPS and other regulations and does not represent a significant potential impact on the surrounding area over and above the current situation.

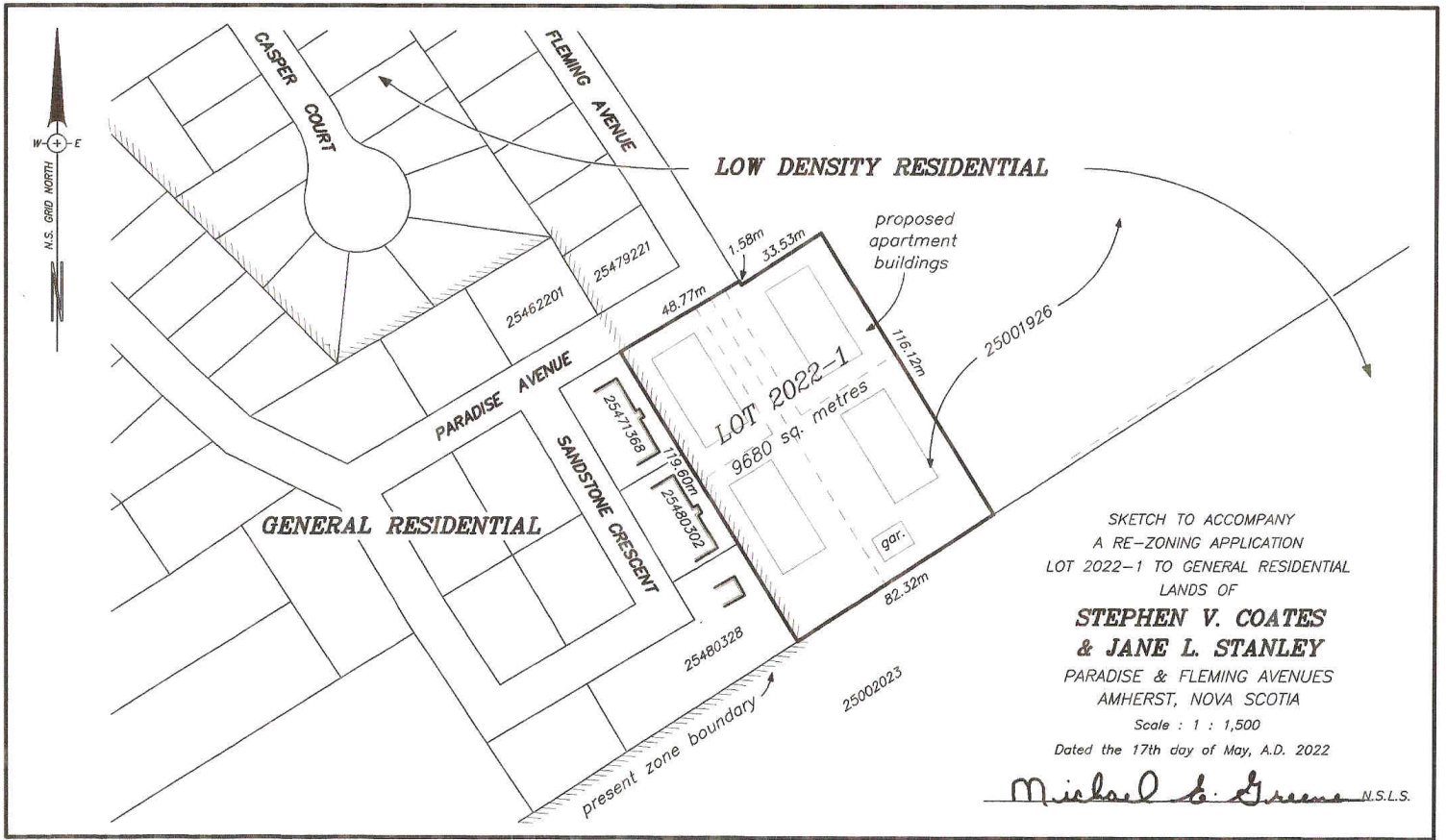
**MOTION OPTIONS:**

Option One: I move that the Planning Advisory Committee recommend that Council amend the Land Use Bylaw Schedule 'A' Zoning Map by changing the zoning of a portion of PID 25001926 located at Flemming Street and Paradise Avenue from Low Density Residential to General Residential.

Option Two: I move that the Planning Advisory Committee recommend that Council **not** amend the Land Use Bylaw Schedule 'A' Zoning Map by changing the zoning of a portion of PID 25001926 located at Flemming Street and Paradise Avenue from Low Density Residential to General Residential.

Option Three: I move that the Planning Advisory Committee defer the application and instruct Staff to provide more information.

**STAFF RECOMMENDATION: Option One.**



SKETCH TO ACCOMPANY  
 A RE-ZONING APPLICATION  
 LOT 2022-1 TO GENERAL RESIDENTIAL  
 LANDS OF

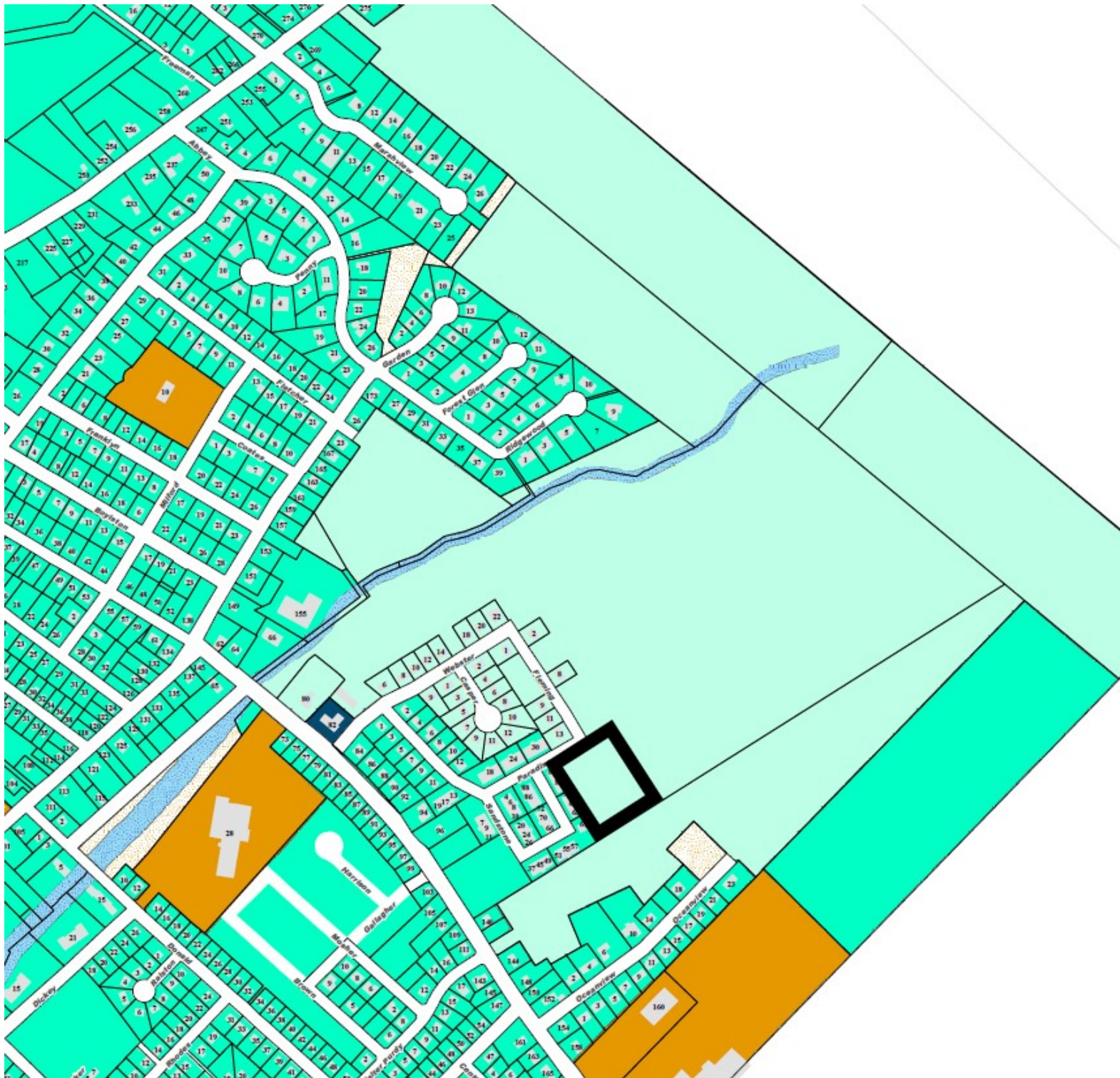
**STEPHEN V. COATES  
 & JANE L. STANLEY**

PARADISE & FLEMING AVENUES  
 AMHERST, NOVA SCOTIA

Scale : 1 : 1,500

Dated the 17th day of May, A.D. 2022

*Michael G. Greene* N.S.L.S.



## **7.2 General Residential Zone**

### **7.2.1 General Residential Zone Uses Permitted**

In the General Residential Zone, the following uses shall be permitted:

- (a) Single Detached Dwellings
- (b) Double Dwellings
- (c) Apartment Buildings (less than 5 units)
- (d) Converted Dwellings (subject to section 7.1.3)
- (e) Townhouses
- (f) Boarding houses
- (g) Bed and Breakfast Establishments
- (i) Home Occupations
- (j) Residential Day Care Centres
- (k) Parks, Open Spaces, and Public Trails
- (l) Existing trucking operation at 76 East Pleasant Street (PID 25026626)

### **7.2.2 Permitted Uses by Development Agreement**

In a Residential Zone, an application for the following uses shall be considered by development agreement in accordance with the applicable Municipal Planning Strategy (MPS) Policy:

- (a) A restaurant as part of bed and breakfast establishment in accordance with Policy RP-16 of the MPS.
- (b) A group home or boarding house in accordance with Policy RP-13 of the MPS.
- (c) A garden suite in accordance with Policy RP-14 of the MPS.
- (d) Apartment buildings greater than 4 units in accordance with Policy RP-9 of the MPS.
- (e) Long Term Care Facilities and Homes for Special Care in accordance with Policy RP-19.

### 7.2.3 Zone Requirements

In any Residential Zone, all development permits shall be issued in conformity with the following requirements:

<b>(a) Single Detached Dwelling</b>		
Minimum lot area		450 m <sup>2</sup>
Minimum lot frontage		15 m
Minimum front yard		6 m
Minimum rear yard		6 m
Minimum side yard	One side	1.3 m
	Other side	3 m
Minimum flanking yard		6m
Maximum height		11 m

<b>(b) Multiple Unit Dwellings</b>		
Minimum lot area	Apartment Building	300 m <sup>2</sup> per unit
	Townhouse	300 m <sup>2</sup> per unit
	Converted/Duplex/Semi-Detached/Other	560 m <sup>2</sup>
Minimum lot frontage	Apartment Building	10 m per unit
	Townhouse	6 m per unit
	Converted/Duplex/Semi-Detached/Other	20 m
Minimum front yard	Townhouse	10 m
	All Other Types	6 m
Minimum rear yard	All Types	8 m
Minimum side yard	Apartment Building	One side 2 m
		Other side 3 m
	Townhouse	Common Wall 0 m
		Outside Wall 3 m
Minimum flanking yard		6 m
Maximum height		11 m

#### 7.2.4 Special Requirement - Existing trucking operation at 76 East Pleasant Street (PID 25026626)

- Any ground surface not covered by vegetation to be treated so as to be dust free;
- No storage aggregate (sand or gravel) be permitted on the property;
- The storage of petroleum products on the site be in compliance with any and all relevant provincial regulations.

For the purposes of this section the existing trucking operation includes: the parking, storage and maintenance of up to four commercial motor vehicles; the parking, storage and maintenance of up to 4 additional passenger vehicles associated with the business; the operation of an office within the existing single detached dwelling on the property used to coordinate the day to day operation of the business as well as usual bookkeeping and business functions; the storage of various hand tools and maintenance equipment; the use of the existing garage on the property for the trucking business; up to six persons employed on the site.

## 7.3 Low Density Residential Zone

### 7.3.1 Low Density Residential Zone Uses Permitted

In the Low Density Residential Zone, the following uses shall be permitted:

- (a) Single Detached Dwellings
- (b) Double Dwellings
- (c) Bed and Breakfast Establishments
- (d) Home Occupations
- (e) Residential Day Care Centres
- (f) Parks, Open Spaces, and Public Trails

### 7.3.2 Permitted Uses by Development Agreement

In a Residential Zone, an application for the following uses shall be considered by development agreement in accordance with the applicable Municipal Planning Strategy (MPS) Policy:

- (a) A restaurant as part of bed and breakfast establishment in accordance with Policy RP-16 of the MPS.
- (b) A garden suite in accordance with Policy RP-14 of the MPS.

### 7.3.3 Zone Requirements

In any Residential Zone, all development permits shall be issued in conformity with the following requirements:

<b>(a) Single Detached Dwelling</b>		
Minimum lot area		450 m <sup>2</sup>
Minimum lot frontage		15 m
Minimum front yard		6 m
Minimum rear yard		6 m
Minimum side yard		1.3 m
		3 m
Minimum flanking yard		6m
Maximum height		11 m

<b>(b) Two Unit Dwellings</b>		
Minimum lot area		360 m <sup>2</sup> per unit
Minimum lot frontage		24 m
Minimum front yard		6 m
Minimum rear yard		6 m
Minimum side yard		4 m
Minimum flanking yard		6 m
Maximum height		11 m



**Lot Size (Without Pole)**

- Lot #1 = 1,860 sq. meters
- Lot #2 = 2,410 sq. meters
- Lot #3 = 2,170 sq. meters
- Lot #4 = 2,590 sq. meters

# SYNOPSIS

## Salary Review

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Following the completion of the 2020 AMANS Salary Survey, staff were directed to complete a comprehensive review of current Town salaries to determine equitability and competitiveness with similar Municipal units.

A comprehensive review and analysis of the Town's salary ranges and current staff salaries as compared to other Municipal units of similar size and scope has been completed. The first phase of the review was completed in November 2021 with council approving the recommended reclassifications followed by an overall salary grid upward adjustment of 2% for all non-union positions in January 2022.

Staff have now completed the final phase of the review and are making the following recommendations to conclude the review.

### **MOTION:**

**That the following salary reclassifications and corresponding amendments to the Salary Administration Policy #4530-01 be approved by Council:**

- A. Reclassify the following positions on Appendix C – Job Categories and Appendix C-1 Salary Scales as follows:**
- i. Administrative Assistant – CWB/Clerk's Office: reclassify from current Level 2 to Level 3;**
  - ii. Capital Asset Coordinator/Property Manager: reclassify from current Level 5 to Level 7 and; rename the position to "Engineering Technologist".**
  - iii. Facility Manager: reclassify from current Level 5 to Level 6;**
  - iv. GIS Coordinator: reclassify from current Level 3 to Level 5;**
  - v. Procurement Coordinator: reclassify from current Level 3 to Level 4;**
  - vi. Transportation Foreman: reclassify from current Level 5 to Level 7 and; rename the position to "Public Works Foreman";**
  - vii. Corporate Communications Officer: reclassify from current level 3 to Level 4;**
  - viii. Revenue Officer: reclassify from current Level 3 to Level 4.**
  - ix. Criminal Records Check: reclassify from current Level 1 to Level 2**
- B. Housekeeping:**
- i) Correction to Director of Corporate Communications title – spelling error**
  - ii) Removal of Incumbent Town Engineer in Appendix A-1, which is no longer applicable;**
  - iii) Under Scope of Responsibility for the CAO, bullet point #4: market review of all non-union positions will be completed every three (3) years, or as directed by Council.**

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

**SUBMITTED BY:** Krista Crossman, Acting Manager of Financial Services

**DATE:** September 28, 2022

**SUBJECT:** Conclusion of Salary Review – Final Recommendations

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**ORIGIN:**

The Town’s Salary Administration Policy commits the CAO, under Scope of Responsibility, to monitor salary surveys and make recommendations to Council concerning market conditions, as appropriate.

**LEGISLATIVE AUTHORITY:**

MGA 47(1) The council shall make decision in the exercise of its powers and duties by resolution, by policy or by by-law and section 65(r) Council may expend money for expenses of the Council, Officers and employees of the municipality.

**RECOMMENDATION:**

That the following salary reclassifications and corresponding amendments to the Salary Administration Policy #4530-01 be approved by Council:

- A. Reclassify the following positions on Appendix C – Job Categories and Appendix C-1 Salary Scales as follows:
  - i. Administrative Assistant – CWB/Clerk’s Office: reclassify from current Level 2 to Level 3;
  - ii. Capital Asset Coordinator/Property Manager: reclassify from current Level 5 to Level 7 and; rename the position to “Engineering Technologist”.
  - iii. Facility Manager: reclassify from current Level 5 to Level 6;
  - iv. GIS Coordinator: reclassify from current Level 3 to Level 5;
  - v. Procurement Coordinator: reclassify from current Level 3 to Level 4;
  - vi. Transportation Foreman: reclassify from current Level 5 to Level 7 and; rename the position to “Public Works Foreman”;
  - vii. Corporate Communications Officer: reclassify from current level 3 to Level 4;
  - viii. Revenue Officer: reclassify from current Level 3 to Level 4.
  - ix. Criminal Records Check: reclassify from current Level 1 to Level 2
  
- B. Housekeeping:
  - i) Correction to Director of Corporate Communications title – spelling error



- ii) Removal of Incumbent Town Engineer in Appendix A-1, which is no longer applicable;
- iii) Under Scope of Responsibility for the CAO, bullet point #4: market review of all non-union positions will be completed every three (3) years, or as directed by Council.

**BACKGROUND:**

Following the completion of the 2020 AMANS Salary Survey, staff were directed to complete a comprehensive review of current Town salaries to determine equitability and competitiveness with similar Municipal units. A subsequent recommendation will be forthcoming in regards to the overall reorganization which was previously discussed with Council.

**DISCUSSION:**

A comprehensive review and analysis of the Town’s salary ranges and current staff salaries as compared to other Municipal units of similar size and scope has been completed. The first phase of the review was completed in November 2021 with council approving the recommended reclassifications followed by an overall salary grid upward adjustment of 2% for all non-union positions in January 2022.

Staff have now completed the final phase of the review and are making the following recommendations to conclude the review. As in the first phase of the review, all staff receiving a re-classification will move “vertically” on the scale ie. Level 5 Step 5 will move to Level 6 Step 5:

**A. Reclassify the following positions on Appendix C – Job Categories and Appendix C-1 Salary Scales**

- i. Administrative Assistant – Community Well-Being & Clerk’s Office: this position is currently classified on the Town’s Salary Administration Policy job categories at Level 2. A recommendation is made to Council to reclassify the Admin Assistant position to Level 3 of the salary scale, retroactive to April 1, 2021:

	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current:	2	40,247	41,252	42,256	43,260	44,264	45,269	46,272	47,277
Proposed:	3	43,753	45,519	47,285	49,051	50,816	52,582	54,349	56,114

- ii. Capital Asset Coordinator/Property Manager: this position is currently classified on the Town’s Salary Administration Policy job categories at Level 5. A recommendation is made to Council to reclassify this position to Level 7 of the salary scale, retroactive to April 1, 2022 (retroactive note below):

	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current:	5	53,620	55,078	56,535	57,992	59,449	60,906	62,363	63,820
Proposed:	7	72,585	73,652	74,719	75,786	76,854	77,921	78,988	80,055

- iii. Facility Manager: this position is currently classified on the Town's Salary Administration Policy job categories at Level 5. A recommendation is made to Council to reclassify this position to Level 6 of the salary scale, retroactive to April 1, 2021:

	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current:	5	53,620	55,078	56,535	57,992	59,449	60,906	62,363	63,820
Proposed:	6	60,481	62,314	64,148	65,981	67,814	69,647	71,481	73,314

- iv. GIS Coordinator (vacant): this position is currently classified on the Town's Salary Administration Policy job categories at Level 3. A recommendation is made to Council to reclassify this position to Level 5 of the salary scale retroactive to April 1, 2021:

	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current:	3	43,753	45,519	47,285	49,051	50,816	52,582	54,349	56,114
Proposed:	5	53,620	55,078	56,535	57,992	59,449	60,906	62,363	63,820

- v. Procurement Coordinator: this position is currently classified on the Town's Salary Administration Policy job categories at Level 3. A recommendation is made to Council to reclassify this position to Level 4 of the salary scale, retroactive to April 1, 2021:

	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current:	3	43,753	45,519	47,285	49,051	50,816	52,582	54,349	56,114
Proposed:	4	52,037	53,357	54,676	55,996	57,315	58,635	59,954	61,273

- vi. Transportation Foreman: this position is currently classified on the Town's Salary Administration Policy job categories at Level 5. A recommendation is made to Council to reclassify this position to Level 7 of the salary scale, retroactive to April 1, 2022 (retroactive note below):

	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current:	5	53,620	55,078	56,535	57,992	59,449	60,906	62,363	63,820
Proposed:	7	72,585	73,652	74,719	75,786	76,854	77,921	78,988	80,055

- vii. Corporate Communications Officer: this position is currently classified on the Town's Salary Administration Policy job categories at Level 3. A recommendation is made to Council to reclassify this position to Level 4 of the salary scale, retroactive to April 1, 2021:

	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current:	3	43,753	45,519	47,285	49,051	50,816	52,582	54,349	56,114
	4	52,037	53,357	54,676	55,996	57,315	58,635	59,954	61,273

Proposed:

- viii. Revenue Officer: this position is currently classified on the Town's Salary Administration Policy job categories at Level 3. A recommendation is made to Council to reclassify this position to Level 4 of the salary scale, retroactive to April 1, 2021:

	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current:	3	43,753	45,519	47,285	49,051	50,816	52,582	54,349	56,114
Proposed:	4	52,037	53,357	54,676	55,996	57,315	58,635	59,954	61,273

- ix. Criminal Records Check: this position is currently classified on the Town's Salary Administration Policy job categories at Level 1. A recommendation is made to Council to reclassify this position to Level 2 of the salary scale, retroactive to April 1, 2021:

	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current:	1	37,566	38,452	39,339	40,226	41,112	41,999	42,886	43,772
Proposed:	2	40,247	41,252	42,256	43,260	44,264	45,269	46,272	47,277

The recommended changes conclude the review of all non-union salaries in the salary review. A synopsis of the positions and changes is included for reference:

Position	Status
Chief Financial Officer	To be removed in re-org
Director of Corporate Communications and Community Well Being	Reviewed – salary is reasonable
Director of Operations	Reviewed – salary is reasonable
Director of Planning and Strategic Initiatives	Reviewed – salary is reasonable
Director of Fire Services	Reviewed – salary is reasonable
Director of Solid Waste and Bylaw Enforcement	To be removed in re-org
Engineering Technologist	Reclassified from level 5 to 7 in phase 2, renamed
Public Works Foreman	Reclassified from level 5 to 7 in phase 2, renamed
Building Official	Reviewed – salary is reasonable
Business Development Officer	Reviewed – salary is reasonable
Community Well-Being Manager	Reviewed – salary is reasonable
Facility Manager	Reclassified from level 5 to 6 in phase 2
IT Manager	Reviewed – salary is reasonable
Land Use Planner	Reviewed – salary is reasonable
Senior Accountant	To be removed in re-org
Solid Waste Education and Coordination Officer	Reviewed – salary is reasonable
Deputy Clerk	Reviewed – salary is reasonable
Exec Asst/Dispatch Coordinator	Reviewed – salary is reasonable
Fire Inspector	Reclassified from level 4 to 5 in phase 1

<b>GIS Coordinator</b>	Reclassified from level 3 to 5 in phase 2
<b>Horticulturist</b>	To be removed in re-org
<b>Human Resources</b>	To be removed in re-org
<b>Corporate Communications Officer (CCO)</b>	Reclassified from level 3 to 4 in phase 2
<b>Dangerous and Unsightly Premises Administrator</b>	Reviewed – salary is reasonable
<b>Fire Fighter</b>	Reclassified from level 3 to 4 in phase 1
<b>Procurement Coordinator</b>	Reclassified from level 3 to 4 in phase 2
<b>Revenue Officer</b>	Reclassified from level 3 to 4 in phase 2
<b>Active Living Coordinator</b>	Reclassified from level 1 to 3 in phase 1
<b>Administrative Assistant – Community Well Being &amp; Clerk’s Office</b>	Reclassified from level 2 to 3 in phase 2
<b>Bylaw Enforcement Officer</b>	Reclassified from level 1 to 3 in phase 1
<b>Crime Prevention Coordinator (2-year term)</b>	Term position only
<b>Culture, Community Events &amp; Marketing Coordinator</b>	Reclassified from level 1 to 3 in phase 1
<b>Customer Service/Accounts Payable Clerk</b>	Reviewed – salary is reasonable
<b>Dispatcher</b>	Reclassified from level 1 to 3 in phase 1
<b>IT Coordinator</b>	Reviewed – salary is reasonable
<b>Payroll &amp; Administrative Assistant (Public Works)</b>	To be removed in re-org
<b>Water/Sewer Billing &amp; Accounting Clerk</b>	Reviewed – salary is reasonable
<b>Criminal Records Checks</b>	Reclassified from level 1 to 2 in phase 2

**FINANCIAL IMPLICATIONS:**

In order to foster equitability through the entirety of the salary review project, staff are recommending the proposed reclassifications are approved retroactive to April 1, 2021 to remain consistent with the phase 1 reclassifications completed last year, with the exception of two position reclassifications retroactive to April 1, 2022 only:

The Capital Asset Coordinator/Property Manager and Transportation Foreman positions are recommended for reclassification from April 1, 2022 only. Amendments to the compensation structure for both of these positions were already made in 2021 via the payout of overtime earnings and the addition of a weekly on-call premium. Therefore, both positions were compensated at a level in 2021 that is comparable to the reclassification proposed.

The budgeted amount for the remaining salary review project is \$51,500. On an annual basis, the proposed reclassifications are approximately \$41,000. In addition, this fiscal year will see a cost for retroactive pay of approximately \$33,000. This additional amount can be accommodated within the current operational budget.

**COMMUNITY ENGAGEMENT:**

There was no community engagement.

**ENVIRONMENTAL IMPLICATIONS:**

There are no environmental implications.

**SOCIAL JUSTICE IMPLICATIONS:**

The reclassification of all positions as recommended places the affected salaries in-line with the comparable municipal units used in the analysis. This reclassification also provides staff the space to advance along the scale as their careers progress. Additionally, the reclassification

supports positive employee morale by compensating staff fairly and stabilizing the potential for employee loss in this area.

**ALTERNATIVES:**

1. Accept recommendation
2. Do not amend policy revisions
3. Direct staff to develop alternative recommendation.

**ATTACHMENTS:**

Salary Administration Policy Amendments

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Report prepared by: Krista Crossman, HR  
Report and Financial approved by: Krista Crossman, HR

**DEPARTMENT:** ALL DEPARTMENTS

**TITLE:** **SALARY ADMINISTRATION POLICY**

Minutes	December 12, 2000	November 2, 2004 (See April 26, 2004 Minutes)	November 27, 2006
Reference	December 18, 2006	February 26, 2007	July 16, 2008
Date	September 29, 2008	March 30, 2009	March 29, 2010
	April 26, 2010	March 28, 2011	August 2, 2011
	May 23, 2012	November 26, 2012	December 17, 2012
	September 23, 2013	October 28, 2013	December 16, 2013
	May 21, 2015	March 29, 2016	May 25, 2016
	May 23, 2017	June 26, 2017	September 25, 2017
	February 26, 2018	March 14, 2018	February 28, 2019
	June 7, 2021	October 5, 2021	November 29, 2021
			September 28, 2022

**PURPOSE:**

To set out the Policy of the Town of Amherst for salary administration for all non-union employees.

**POLICY STATEMENT:**

The Town of Amherst will ensure the fair and equitable compensation of all non-union employees in relation to the duties of the position within the Town.

**OBJECTIVES:**

1. To promote salary equity in the Town’s non-union sector.
2. To establish a framework and procedure to determine categories of compensation for new positions.

**DEFINITION OF TERMS:**

**Salary Grid** - shows all the salary scales applicable to positions within the Town. The salary grids are contained in Appendices A, A-1, B, C-1. The salary grid – Appendix C-1- has eight steps.

**Step Adjustment** – a move from one step, within a given salary range, to another (usually the next step) for individual employees is based on a satisfactory performance evaluation.

**Salary Range** - is defined as a range of pay for a category of duties, with a minimum and maximum. The range will be established by Council after considering the recommendation of the CAO.

**Overall Market Review** – A review of the appropriateness of the Job Category Listing (Appendix C) and the Salary Grid (Appendix C-1). The review shall include a survey of the market value of similar positions.

**Performance Evaluation** – A formal evaluation of the employee’s job performance. All employees will receive at least one Performance Evaluation in each year of service.

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**SALARY GRID:**

An appropriate salary grid for all non-union positions shall be determined by the council:

**New Positions:** Recommendations for placement on the Job Category Listing shall be prepared by the Chief Administrative Officer and forwarded to Council for approval.

Salary ratings for temporary and casual positions shall be determined by the Chief Administrative Officer, in consultation with the departmental Director. Student wage rates shall be set by the CAO in consultation with the Director, with reference to the minimum wage in effect and the individual requirements of the job.

Step adjustments shall be made only when:

1. The adjustment can be accommodated within the Salary Account of the appropriate department; and
2. A current Performance Evaluation form is on file.

Upon completion of a satisfactory annual evaluation, the employee may be moved to the next step on the salary grid within his or her category. All step movements must be approved by the CAO.

An employee in Step 8 in a year in which there is no overall market review shall receive a bonus equal to salary times CPI for the immediately preceding calendar year. This amount will be separate and not added to the base salary.

The CAO may, on the recommendation of the Director, authorize a movement of up to 3 steps in one year to recognize exceptional performance. In normal circumstances employees would move one step each year upon a satisfactory performance evaluation.

**TRAVEL VEHICLE ALLOWANCES:**

The Treasurer and Directors of departments shall receive a monthly vehicle allowance of \$150.00. Mayor and Council shall receive the same monthly vehicle allowance of \$150.00 effective November 1, 2008.

The monthly vehicle allowance is for reimbursement for all local travel using one's personal motor vehicle for travel within the boundary of the Town of Amherst. Travel outside the boundary is covered under Policy #03000-01. The monthly vehicle allowance shall be reviewed each year after considering any changes in the cost of operating a motor vehicle.

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**LUNCH BREAKS:**

**The lunch break period shall be for a one-hour period.**

**PERFORMANCE EVALUATION:**

Performance appraisals shall be conducted by the Chief Administrative Officer/Director at the completion of the probation period, and at least annually thereafter recorded on Performance Evaluation forms.

The Chief Administrative Officer/Director shall discuss the employee's performance evaluation in detail with the employee, in accordance with the employee evaluation system and standardized forms.

**SCOPE OF RESPONSIBILITY:**

The Town Council shall:

1. Authorize changes to the policies comprising the program of employee compensation.
2. Review and approve salary categories for all established positions within the Town.
3. Review and consider for approval the recommendations of the CAO in regard to the appropriateness of the salary classifications and ranges from time to time if necessary.

The Chief Administrative Officer shall:

1. Review and recommend changes to policy and procedures as they relate to the employee compensation program.
2. Ensure the maintenance of the salary rating and performance appraisal procedures.
3. Conduct salary rating and performance evaluation procedures relative to Director positions.
4. Monitor salary surveys and make recommendations to Council concerning market conditions as appropriate with an overall market review to be completed every three (3) years, or as directed by Council.
5. Grant step and/or merit adjustments to individual employees in accordance with approved policies and procedures and subject to budgeting limitations.
6. Maintain all personnel files and records.

The Director Shall:

1. Conduct performance evaluation procedures relative to the positions and employees within their respective departments, and make appropriate recommendations to the Chief Administrative Officer.
2. Make recommendations to the Chief Administrative Officer regarding step adjustments for employees within their departments.

**APPENDIX A**

**Town of Amherst  
Salary Grid**

January 1, 2019

Job Level	Salary Amount	
Mayor	Stipend	\$41,178.00
Deputy Mayor	Stipend	\$27,723.00
Councilor	Stipend	\$25,050.00

**APPENDIX A-1**

**April 1, 2022**

Salary Grid  
Other Non-Union Positions

Job Level
Chief of Police
Deputy Chief of Police

\*\*Effective April 1, 2018 the Chief of Police and Deputy Chief of Police salaries will be calculated on April 1<sup>st</sup> of each year as being 141% and 129% of the first-class constable rates.

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**Town of Amherst  
Hourly Rate Grid – Casual**

**APPENDIX B  
January 1, 2022**

<b>Job Title</b>	<b>Hourly Rate</b>				
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Casual Firefighter</b>	<b>17.27</b>	17.55	17.86	18.17	18.46
<b>Jail Guards</b>	<b>17.27</b>	17.55	17.86	18.17	18.46
<b>Canine Control Office</b>	<b>13.47</b>	13.92	14.38	14.84	15.37
<b>School Crossing Guards</b>	<b>13.47</b>	13.92	14.38	14.84	15.37
<b>Ice Marshall</b>	<b>13.42</b>	13.84	14.31	14.76	15.29
<b>Other (including Students)</b>	Provincial Minimum Wage				

**APPENDIX C JOB CATEGORIES**

Category	Position
9	Chief Financial Officer
8	Director of <b>Corporate</b> Communications and Community Well Being
	Director of Operations
	Director of Planning and Strategic Initiatives
	Director of Fire Services
	Director of Solid Waste and Bylaw Enforcement
7	<b>Engineering Technologist</b>
	<b>Public Works Foreman</b>
6	Building Official
	Business Development Officer
	Community Well-Being Manager
	<b>Facility Manager</b>
	IT Manager
	Land Use Planner
	Senior Accountant
Solid Waste Education and Coordination Officer	
5	Deputy Clerk
	Exec Asst/Dispatch Coordinator
	Fire Inspector
	<b>GIS Coordinator</b>
	Horticulturist
	Human Resources
4	<b>Corporate Communications Officer (CCO)</b>
	Dangerous and Unsightly Premises Administrator
	Fire Fighter
	<b>Procurement Coordinator</b>
	<b>Revenue Officer</b>
3	Active Living Coordinator
	<b>Administrative Assistant – Community Well Being &amp; Clerk’s Office</b>
	Bylaw Enforcement Officer
	Crime Prevention Coordinator (2-year term)
	Culture, Community Events & Marketing Coordinator
	Customer Service/Accounts Payable Clerk
	Dispatcher
	IT Coordinator
	Payroll & Administrative Assistant (Public Works)
Water/Sewer Billing & Accounting Clerk	
2	<b>Criminal Records Checks</b>
1	Vacant

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**APPENDIX C-1**

January 1, 2022

<b>Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>9</b>	106,252	107,504	108,755	110,007	111,258	112,509	113,761	115,012
<b>8</b>	87,814	89,656	91,502	93,346	95,189	97,034	98,878	100,722
<b>7</b>	72,585	73,652	74,719	75,786	76,854	77,921	78,988	80,055
<b>6</b>	60,481	62,314	64,148	65,981	67,814	69,647	71,481	73,314
<b>5</b>	53,620	55,078	56,535	57,992	59,449	60,906	62,363	63,820
<b>4</b>	52,037	53,357	54,676	55,996	57,315	58,635	59,954	61,273
<b>3</b>	43,753	45,519	47,285	49,051	50,816	52,582	54,349	56,114
<b>2</b>	40,247	41,252	42,256	43,260	44,264	45,269	46,272	47,277
<b>1</b>	37,566	38,452	39,339	40,226	41,112	41,999	42,886	43,772

# SYNOPSIS

## Municipal Reorganization

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A restructuring of departments and specific positions is necessary to address gaps and vacancies within the organization and to encourage positive organizational change. The restructuring is based on the current skill sets of existing employees, optimization of the existing human resources and building for long term success and succession. As a result, several existing positions are to be removed, namely:

Removal of Chief Financial Officer (CFO) position;  
Removal of Director of Solid Waste & Bylaw Enforcement position;  
Removal of Senior Accountant position;  
Removal of Human Resources position;  
Removal of Horticulturist position;

A new Department of Community Living will be created to carry out Council's priorities in relation to diversity, inclusion and equity; improving accessibility; poverty reduction; Amherst Youth Town Council and community events and programming.

The realignment of duties will result in the renaming/repurposing of several positions, namely:

Renaming Director of Corporate Communications & Community Well-Being to Director, Corporate Communications / Town Clerk;  
Renaming Payroll & Administrative Assistant (Public Works) to Accounting Clerk / Accounts Payable;  
Renaming Water / Sewer Billing & Accounting Clerk to Water / Sewer Billing Clerk

Finally, the restructuring will result in the creation of five (5) new positions, namely:

Director, Finance  
Director, Human Resources and Customer Services  
Director, Community Living  
Human Resources Administrator  
Parks & Recreation Foreman

The above restructure will result in approximately \$6,700 in annual savings to the Town with no net change in the number of positions. No existing employees will be losing their position as a result of these changes.

### **MOTION:**

**That the following amendments to the Salary Administration Policy #4530-01 be approved, namely:**

- **Remove Chief Financial Officer (CFO) position;**
- **Remove Director of Solid Waste & Bylaw Enforcement position;**
- **Remove Senior Accountant position;**
- **Remove Human Resources position;**
- **Remove Horticulturist position;**
- **Add Director, Finance position;**
- **Add Director, Human Resources and Customer Services position;**
- **Add Director, Community Living position;**
- **Add HR, Payroll + Benefits Administrator position;**
- **Add Parks & Recreation Foreman position;**
- **Rename title of Director of Corporate Communications & Community Well-Being position to Director, Corporate Communications / Town Clerk;**
- **Rename title of Customer Service/Accounts Payable Clerk position to Cashier / Customer Service;**
- **Rename title of Payroll & Administrative Assistant (Public Works) position to Accounting Clerk / Accounts Payable;**
- **Rename title of Water / Sewer Billing & Accounting Clerk position to Water / Sewer Billing Clerk.**

**And further, that the hourly rate grid in Appendix B be amended to comply with Nova Scotia minimum wage, as legislated by minimum employment standards.**

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

**SUBMITTED BY:** Jason MacDonald, CAO

**DATE:** September 28, 2022

**SUBJECT:** Amendments to Salary Administration Policy

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**ORIGIN:** Review of Organizational Needs

**LEGISLATIVE AUTHORITY:**

MGA 47(1) The council shall make decision in the exercise of its powers and duties by resolution, by policy or by by-law and section 65(r) Council may expend money for expenses of the Council, Officers and employees of the municipality.

**RECOMMENDATION:** That the following amendments to the Salary Administration Policy #4530-01 be approved, namely:

- Remove Chief Financial Officer (CFO) position;
- Remove Director of Solid Waste & Bylaw Enforcement position;
- Remove Senior Accountant position;
- Remove Human Resources position;
- Remove Horticulturist position;
- Add Director, Finance position;
- Add Director, Human Resources and Customer Services position;
- Add Director, Community Living position;
- Add Human Resources Administrator position;
- Add Parks & Recreation Foreman position;
- Rename title of Director of Corporate Communications & Community Well-Being position to Director, Corporate Communications/Clerk;
- Rename title of Customer Service/Accounts Payable Clerk position to Cashier/Customer Service;
- Rename title of Payroll & Administrative Assistant (Public Works) position to Accounting Clerk/Accounts Payable;
- Rename title of Water/Sewer Billing & Accounting Clerk position to Water/Sewer Billing Clerk.

And further, that the hourly rate grid in Appendix B be amended to comply with Nova Scotia minimum wage, as legislated by minimum employment standards



**BACKGROUND:** A restructuring of departments and specific positions has been proposed to Council to promote from within, encourage positive organizational change and to address gaps and vacancies.

**A. Re-structure of Town Departments:**

- i. Finance/Financial Services:
  - a. Remove Chief Financial Officer (CFO) position (vacant);
  - b. Remove Senior Accountant position, replace with Director, Finance (Sarah Wilson),
  - c. Remove Human resources position, replace with Director, Human Resources and Customer Services (Krista Crossman);
  - d. Addition of Human Resources Administrator (new position – vacant);
  - e. Change title of Customer Service/Accounts Payable Clerk to Cashier/Customer Service (Michelle Terrfy);
  - f. Change title of Payroll & Administrative Assistant (Public Works) position to Accounting Clerk/Accounts Payable (one-level increase on salary grid, Megan Legere);
  - g. Change title of Water/Sewer Billing & Accounting Clerk to Water/Sewer Billing Clerk (Sherry Rideout).
  
- ii. Solid Waste:
  - a. Remove Director of Solid Waste & Bylaw Enforcement position;
  
- iii. Community Well-Being/Recreation Operations:
  - a. Addition of Director, Community Living (new position - vacant);
  - b. Change title of Director, Corporate Communications + Community Well-Being position to Director, Corporate Communications/Town Clerk (Kim Jones);
  - c. Remove Horticulturist position and replace with newly created Parks & Recreation Foreman position (one-level increase on salary grid, vacant).

The removal of the CFO position also eliminates the salary scale for category 9 which makes the salary grid in Appendix C-1 now Levels 1 through 8.

**B. Increase hourly rate grid in Appendix B to adjust for increase to Nova Scotia minimum wage, as legislated by minimum employment standards.**

Effective October 1, 2022, the minimum wage in Nova Scotia will increase to \$13.60 per hour. The Town's hourly rate grid, shown on Appendix B of the salary administration policy, must be amended to ensure compliance with the increase. It is the Town's past practice, upon an increase of minimum wage that results in the minimum wage being more than step 1 of the hourly scale, to increase the hourly rate grid and corresponding steps by the percentage that the step is above minimum wage. Example:

*Canine Control Officers, School Crossing Guards*

<b>STEP</b>	<b>Prev. Min. Wage</b>	<b>Current Salary Admin Wage</b>	<b>% Above Min. Wage</b>	<b>New Min. Wage</b>	<b>New Salary Admin. Wage</b>
STEP 1	13.35	13.47	0.90%	13.60	13.72
STEP 2	13.35	13.92	4.27%	13.60	14.18
STEP 3	13.35	14.38	7.72%	13.60	14.65
STEP 4	13.35	14.84	11.16%	13.60	15.12
STEP 5	13.35	15.37	15.13%	13.60	15.66

*Ice Marshall*

<b>STEP</b>	<b>Prev. Min. Wage</b>	<b>Current Salary Admin Wage</b>	<b>% Above Min. Wage</b>	<b>New Min. Wage</b>	<b>New Salary Admin. Wage</b>
STEP 1	13.35	13.42	0.52%	13.60	13.67
STEP 2	13.35	13.84	3.67%	13.60	14.10
STEP 3	13.35	14.31	7.19%	13.60	14.58
STEP 4	13.35	14.76	10.56%	13.60	15.04
STEP 5	13.35	15.29	14.53%	13.60	15.58

**DISCUSSION:**

The proposed restructure provides several key purposes and benefits:

1. Enables the Town to fill existing gaps in service levels by making positive organizational changes that encourage employee growth by promoting from within;
2. Establishing a more gender-balanced senior management team;
3. Shows a willing to promote from within;
4. Creates two new positions requiring external recruitment resulting in the on-boarding of new ideas and skill sets to further support organizational goals, as well as alleviating current capacity issues enabling staff to focus on moving outstanding projects forward.

**FINANCIAL IMPLICATIONS:**

The proposed restructure will result is overall savings of approximately \$6,700.

**COMMUNITY ENGAGEMENT:**

There was no community engagement.

**ENVIRONMENTAL IMPLICATIONS:**

There are no environmental implications.

**SOCIAL JUSTICE IMPLICATIONS:**

The reorganization achieves the diversification of the senior management team, promoting workplace opportunities, and increasing employee satisfaction by providing resources to increase capacity issues.

**ALTERNATIVES:**

1. Accept recommendation
2. Do not amend policy revisions
3. Direct staff to develop alternative recommendation.

**ATTACHMENTS:**

Salary Administration Policy Amendments

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Report prepared by: Krista Crossman, HR  
Report and Financial approved by:

# SYNOPSIS

## Appointment of Directors

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A restructuring of departments and specific positions is necessary to address gaps and vacancies and to encourage positive organizational change. With the previous motion, Council approved the removal of two vacant Directors positions (Chief Financial Officer and Director of Solid Waste and Bylaw Enforcement) as well as the creation of three new Directors positions (Director of Finance, Director of Human Resources and Customer Services and Director of Community Living).

Two existing staff members are being recommended for reassignment to Director positions. Both Sarah Wilson and Krista Crossman have shown many years of dedication of exemplary service to the Town of Amherst and are more than qualified to succeed in their respective new roles. Furthermore they have both performed with a high level of competence and integrity in their respective Acting roles over the previous seven months.

The new Director, Community Living will require an external competition, which will be commenced shortly. Current policy states that one member of Council be appointed to a hiring committee for that position, in addition to the CAO and Human Resources. It is not recommended that external resources on this hiring committee be sought at this time, however instead that the Mayor be appointed to the hiring committee.

### **MOTION:**

**That Council formally approve the appointments of:**

**Sarah Wilson - Director, Finance**

**Krista Crossman - Director, Human Resources and Customer Services**

**And further that a competition for a Director of Community Living be commenced, with a hiring committee consisting of the CAO, Director of Human Resources and Customer Service, Mayor Kogon, and Councillor \_\_\_\_\_ .**

# SYNOPSIS

## Appointment of Fire Inspector

---

Long time Amherst Fire Fighter Marty Furlong was recently promoted to the position of Municipal Fire Inspector for the Town of Amherst after a competition was held upon the resignation of Mark Goodwin. In order for Mr. Furlong to be able to fulfill all of his duties a motion of Council confirming his appointment as a Fire Inspector for the Town must be submitted to the provincial Fire Marshall.

**MOTION:**

**That Council appoint Marty Furlong as a Municipal Fire Inspector for the Town of Amherst.**



## AMHERST TOWN COUNCIL

RFD# 2022055

Date: September 28, 2022

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

**SUBMITTED BY:** Greg Jones, Director of Fire Services

**DATE:** September 28, 2022

**SUBJECT:** Municipal Fire Inspector Appointment – Marty Furlong

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**ORIGIN:** Resignation of Fire Inspector

**LEGISLATIVE AUTHORITY:** Nova Scotia Fire Safety Act section 19 “(1) (b) appoint a municipal fire inspector who shall carry out the inspections; and (c) ensure that the Fire Marshal is notified, in writing, of the appointment of the municipal fire inspector.”

**RECOMMENDATION:** That Council appoint Marty Furlong as a Municipal Fire Inspector for the Town of Amherst.

**BACKGROUND:** The Nova Scotia Fire Safety Act requires that Municipal fire inspectors be appointed by Council to carry out the system of Municipal Fire Inspections in accordance with the requirements of the Fire safety Act and Fire Safety Regulations.

**DISCUSSION:** Marty Furlong was recently promoted to the position of Municipal Fire Inspector for the Town of Amherst and has assumed the duties and responsibilities that were previously fulfilled by Mark Goodwin. However, in order for Mr. Furlong to conduct municipal fire inspections as part of our system of inspections and request corrective actions on behalf of the Town of Amherst, Mr. Furlong will need to be formally appointed. Upon being appointed as a Municipal Fire Inspector a formal letter advising this appointment must be sent the Fire Marshal.

**FINANCIAL IMPLICATIONS:** Nothing related to this subject.

**SOCIAL JUSTICE IMPLICATIONS:** Nothing related to this subject.

**ENVIRONMENTAL IMPLICATIONS:** Nothing related to this subject.

**COMMUNITY ENGAGEMENT:** A media release will be developed and issued.

**ALTERNATIVES:** Do not approve the designation.

**ATTACHMENTS:** None.

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Report prepared by: Greg Jones, Director of Fire Services

Report and Financial approved by:



# SYNOPSIS

## Amherst Youth Town Council Appointments

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The Amherst Youth Town Council acts as an advisory body to Town Council on matters within the influence of the Town of Amherst which have an impact on the youth of the Town, regardless of their cultural and religious identity, socio-economic background, intellectual and physical abilities, sexuality or gender

There is an ability to accept up to 12 members; up to two of the members may be County residents. This year, 8 students expressed interest in serving in this capacity, with 1 applicant residing outside Amherst. Applications have been evaluated and interviews have been conducted, resulting in the recommendation.

### **MOTION:**

**That Council appoint the students listed below to the Amherst Youth Council for the 2022-23 school year:**

- 1. Kiahna Brennan – Grade 11 - Returning**
- 2. Leah Brunt – Grade 10 - Returning**
- 3. Mathias Mayhew – Grade 7 - New**
- 4. Kennedy Allen – Grade 9 - Returning**
- 5. Rowan Blanch – Grade 11 - Returning**
- 6. Harmoni Caldwell – Grade 7 - New**
- 7. Ava Crocker – Grade 7 - New**
- 8. Oskar Sigtryggsson – Grade 12 - Returning**



## AMHERST TOWN COUNCIL

RFD# 2022059

Date: September 28, 2022

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

**SUBMITTED BY:** Kim Jones, Director Communications and Community Well Being

**DATE:** September 28, 2022

**SUBJECT:** Appointments to Amherst Youth Town Council

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**ORIGIN:** Annual appointment of members to the Amherst Youth Town Council

**LEGISLATIVE AUTHORITY:** Amherst Youth Town Council Policy, #10350-21

**RECOMMENDATION:** That Council appoint the students listed below to the Amherst Youth Town Council for the 2022-23 school year:

1. Kiahna Brennan – Grade 11 - Returning
2. Leah Brunt – Grade 10 - Returning
3. Mathias Mayhew – Grade 7 - New
4. Kennedy Allen – Grade 9 - Returning
5. Rowan Blanch – Grade 11 - Returning
6. Harmoni Caldwell – Grade 7 - New
7. Ava Crocker – Grade 7 - New
8. Oskar Sigtryggsson – Grade 12 - Returning

**BACKGROUND:** In accordance with the Youth Council Policy, there is an ability to accept up to 12 members; up to two of the members may be County residents. This year, 8 students expressed interest in serving in this capacity, with 1 applicant residing outside Amherst. Applications have been evaluated and interviews have been conducted, resulting in the recommendation.

**DISCUSSION:** Involving youth in the community adds value to youth development; it empowers our young people to be active participants in their community through positive engagement. The Amherst Youth Town Council also provides Council with a youth perspective on issues pertaining to the youth in Amherst.

**FINANCIAL IMPLICATIONS:**

The expenses associated with this committee are accounted for in the Community well Being operating budget for the current fiscal year.

**SOCIAL JUSTICE IMPLICATIONS:** This provides a venue for youth to have an impact on the direction of the town and gives them an opportunity to learn about local government and processes.



**COMMUNITY ENGAGEMENT:** Expressions of interest were solicited throughout the E. B. Chandler Junior High School and the Amherst Regional High School, as well as through social media.

**ENVIRONMENTAL IMPLICATIONS:** While there are no direct environmental implications with filling the positions on the Youth Council, involvement of the younger generation tends to support protection and preservation of the environment.

**ALTERNATIVES:** These appointments are at Council's discretion; Council may choose to appoint all 8 members as suggested, or fewer.

**ATTACHMENTS:**

10350-21 Amherst Youth Town Council Policy

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Report prepared by:

Report and Financial approved by:

**DEPARTMENT:** ALL TOWN DEPARTMENTS

**TITLE:** Amherst Youth Town Council Policy

Minutes reference date: 25 May, 2010 24 October, 2011 25 November, 2013 23 October, 2017  
25 June, 2018 26 April, 2021

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**PURPOSE:**

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

**BASIS:**

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

**ROLE OF COMMITTEE:**

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

**MEMBERSHIP:**

1. The Council shall appoint members of the Amherst Youth Town Council by resolution.
2. The maximum number of appointees on the Amherst Youth Town Council is 12.
3. Members shall be students attending Amherst schools from grade 7 to 12 with a maximum of three members being county residents.
4. The term for citizen youth appointees shall be two years and members may be reappointed to the committee without limitations. Members who do not complete their two year term may be replaced, with their replacement finishing their term and eligible for reappointment without limitations. Citizen appointee terms shall commence in September of each year.
5. In April of each year, advertisement for expression of interest will be posted using appropriate media to reach youth. Council will appoint members for the new term in June of each year. Members will convene in September of each year.
6. The Town of Amherst is an inclusive and equitable organization. We value inclusivity & diversity in all areas of the workplace, including the Amherst Youth Town Council. We encourage membership from members of groups who are typically underrepresented and with historical and/or current barriers to equity.

**MEETINGS:**

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

# SYNOPSIS

## Homeless Shelter Contribution

---

Our Community Well Being Manager gave the Internuncial Poverty Reduction Committee a report on the homeless situation in our area. As a result, the committee has recommended that each of the councils of Amherst, Oxford and Cumberland be asked to consider a motion of financial support for the establishment of a permanent emergency shelter in our area.

There are several organizations, that are working towards assisting those who are facing issues resulting in homelessness and inadequate housing. This was very evident in the past week when through a concerted effort, a temporary shelter was established to protect the vulnerable during Hurricane Fiona.

The following motion, while not specific, will provide staff with some general guidance when discussing this issue with service providers, and will provide service providers some level of indication that the Town of Amherst is open and willing to provide meaningful financial support should a specific funding request be submitted.

### **MOTION:**

**That Council consider a meaningful financial contribution towards the establishing of an emergency shelter.**

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

**SUBMITTED BY:** Kimberlee Jones, Clerk/Director CWB

**DATE:** September 28, 2022

**SUBJECT:** Homeless Shelter

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**ORIGIN:** Recommendation from Intermunicipal Poverty Reduction Committee

**LEGISLATIVE AUTHORITY:** Intermunicipal Poverty Reduction Committee

**RECOMMENDATION:** That Council consider a meaningful financial contribution towards the establishing of an emergency shelter.

**BACKGROUND:** From the recent PRAC committee meeting:

Moved By Jennifer Houghtaling

Seconded By Michele Cann

That the Committee would recommend that the Councils of the Town of Amherst, and the Municipality of the County of Cumberland consider a meaningful financial contribution towards the establishing of an emergency shelter.

**DISCUSSION:** Our Community Well Being Manager gave the Poverty Reduction Committee a report on the homeless situation in our area. As a result, the committee has recommended that each of the councils of Amherst, Oxford and Cumberland be asked to consider the motion above.

There are several organizations, including municipal representation, that are working towards assisting those who are facing issues resulting in homelessness and inadequate housing. This was very evident in the past week when through a concerted effort, a temporary shelter was established to protect the vulnerable during Hurricane Fiona.

**FINANCIAL IMPLICATIONS:** Council has made poverty reduction a priority. There is funding set aside in our budget for poverty related initiatives

**SOCIAL JUSTICE IMPLICATIONS:** Supporting such a venture will help those struggling to have a safe, warm place to sleep during the harsh winter months.

**ENVIRONMENTAL IMPLICATIONS:** There are none



**AMHERST TOWN COUNCIL**

**RFD# 2022067**

**Date: September 28, 2022**

**COMMUNITY ENGAGEMENT:** Staff and committee members are engaged with various individuals and community groups to help support a solution to this issue.

**ALTERNATIVES:** Do not support recommendation

**ATTACHMENTS:**

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Report prepared by:

Report and Financial approved by:



# SYNOPSIS

## Guaranteed Basic Income

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At a recent Atlantic Mayors Congress meeting a Resolution was passed advocating for a Nation Guaranteed Livable Basic Income. This resolution was received by the Intermunicipal Poverty Reduction Committee who have recommended the Councils of Amherst, Oxford and Cumberland further support this by sending letters of support to senior governments. The resolution text is:

WHEREAS, the growing social crisis and impacts of poverty have downstream effects on municipalities, putting unsustainable pressure on their limited resources to deliver necessary public services and social supports as they struggle to keep up with downloaded responsibilities.

WHEREAS, Basic Income addresses key social determinants of health, such as income and housing, it can alleviate pressures on municipalities to address poverty and fill gaps in social supports, such as shelter, housing, food security and mental health. Research and pilots shows that when people have a sufficient and secure income their mental and physical health improves; they have the capacity to secure more affordable, suitable, and safe housing, childcare, healthy food, and transportation; and poverty rates decrease.

WHEREAS, the provision of a guaranteed livable basic income would benefit individuals, families and communities and protect the most vulnerable in society, it would also support community resilience by facilitating the transition to a local economy that responds to the climate crisis and other major challenges. Evidence shows that a federally funded basic income that improves people's financial stability is possible, as successful income transfer programs already exist in Canada for seniors (Old Age Security and the Guaranteed Income Supplement) and parents (Canada Child Benefit (CCB)).

THEREFORE, be it resolved that the Atlantic Mayors Congress write a letter to the Prime Minister, Atlantic Members of Parliament, and Premiers of New Brunswick, Prince Edward Island, Newfoundland and Labrador, and Nova Scotia, calling on these orders of government to implement a Guaranteed Livable Basic Income to eradicate poverty and homelessness, and ensure everyone has sufficient income to meet their basic needs.

### **MOTION:**

**That Council direct staff to prepare a letter to senior governments advocating for a guaranteed basic income for citizens and authorize the Mayor to sign on Council's behalf.**

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

**SUBMITTED BY:** Kimberlee Jones, Clerk/Director CWB

**DATE:** September 28, 2022

**SUBJECT:** Guaranteed Basic Income

---

**ORIGIN:** Recommendation from Intermunicipal Poverty Reduction Committee

**LEGISLATIVE AUTHORITY:** Intermunicipal Poverty Reduction Committee

**RECOMMENDATION:** That Council direct staff to prepare a letter to senior governments advocating for a guaranteed basic income for citizens and authorize the Mayor to sign on Council's behalf.

**BACKGROUND: *Guaranteed Livable Basic Income RESOLUTION***

Mayor of Amherst recently attended the Atlantic Mayors Congress where a resolution was suggested.

**Moved By** Jennifer Houghtaling

**Seconded By** Carla Black

**That the Poverty Reduction Advisory Committee recommend that the Town of Amherst, the County of Cumberland and Town of Oxford sign on to send a letter to the Prime Minister's Office advocating for a guaranteed basic income.**

**DISCUSSION: The following is the text from the Atlantic Mayors Congress: **Atlantic Mayors Congress 2022 Guaranteed Livable Basic Income RESOLUTION****

WHEREAS, the growing social crisis and impacts of poverty have downstream effects on municipalities, putting unsustainable pressure on their limited resources to deliver necessary public services and social supports as they struggle to keep up with downloaded responsibilities.

WHEREAS, Basic Income addresses key social determinants of health, such as income and housing, it can alleviate pressures on municipalities to address poverty and fill gaps in social supports, such as shelter, housing, food security and mental health. Research and pilots shows that when people have a sufficient and secure income their mental and physical health improves; they have the capacity to secure more affordable, suitable, and safe housing, childcare, healthy food, and transportation; and poverty rates decrease.

WHEREAS, the provision of a guaranteed livable basic income would benefit individuals, families and communities and protect the most vulnerable in society, it would also support community resilience by facilitating the transition to a local economy that responds to the climate crisis and





## AMHERST TOWN COUNCIL

RFD# 2022068

Date: September 28, 2022

other major challenges. Evidence shows that a federally funded basic income that improves people's financial stability is possible, as successful income transfer programs already exist in Canada for seniors (Old Age Security and the Guaranteed Income Supplement) and parents (Canada Child Benefit (CCB)).

THEREFORE, be it resolved that the Atlantic Mayors Congress write a letter to the Prime Minister, Atlantic Members of Parliament, and Premiers of New Brunswick, Prince Edward Island, Newfoundland and Labrador, and Nova Scotia, calling on these orders of government to implement a Guaranteed Livable Basic Income to eradicate poverty and homelessness, and ensure everyone has sufficient income to meet their basic needs.

**FINANCIAL IMPLICATIONS:** There are no direct municipal financial implications to this recommendation.

**SOCIAL JUSTICE IMPLICATIONS:** The social justice implications are broad. Some of our citizens are struggling and the guarantee of a living wage will change lives.

**ENVIRONMENTAL IMPLICATIONS:** There are none

**COMMUNITY ENGAGEMENT:** Members of the Intermunicipal Poverty Reduction Committee have undertaken significant community engagement in relation to poverty and its effects on our population.

**ALTERNATIVES:** Do not support recommendation

**ATTACHMENTS:**

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Report prepared by:

Report and Financial approved by:



# SYNOPSIS

## Amherst Water Utility Audited Financial Statements

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At a meeting of the Audit Committee held Tuesday, September 27, 2022, the Town of Amherst Water Utility Financial Statements were presented by Town staff for the fiscal year ending March 31, 2022. The statements were prepared by Town staff and audited by the firm Jorgensen and Bickerton.

The Water Utility ended the year with a surplus of \$4,463 after an increase of \$82,000 in capital from revenue.

The financial statements show that the Amherst Water Utility is in good financial condition.

Audited financial statements will be forwarded to the Nova Scotia Utility and Review Board (NSUARB) and made available to the public via the Town website.

### **MOTION:**

**That Council accept the recommendation of the Audit Committee: approving the Town of Amherst Water Utility Financial Statement for the year ending March 31, 2022 which have been audited by the firm Jorgensen & Bickerton Inc.**



## AMHERST TOWN COUNCIL

RFD# 2022069

Date: September 28, 2022

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

**SUBMITTED BY:** Sarah Wilson, Senior Accountant / Acting Treasurer

**DATE:** September 28, 2022

**SUBJECT:** **Water Utility Audited Financial Statements**

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**ORIGIN:** Year-end financial statements prepared in compliance with all relevant provincial and federal legislation.

**LEGISLATIVE AUTHORITY:** The Nova Scotia Utility and Review Board (NSUARB) Water Utility Accounting and Reporting Handbook requires that the Town file Audited Financial Statements by September 30 of each year.

**RECOMMENDATION:** That Council accept the recommendation of the Audit Committee: approving the Town of Amherst Water Utility Financial Statement for the year ending March 31, 2022 which have been audited by the firm Jorgensen & Bickerton Inc.

**BACKGROUND:** At a meeting of the Audit Committee held Tuesday, September 27, 2022, the Town of Amherst Water Utility Financial Statements were presented by Town staff for the fiscal year ending March 31, 2022. The statements were prepared by Town staff and audited by the firm Jorgensen and Bickerton.

**DISCUSSION:** The Water Utility ended the year with a surplus of \$4,463 after an increase of \$82,000 in capital from revenue.

**FINANCIAL IMPLICATIONS:** The financial statements show that the Amherst Water Utility is in good financial condition.

**COMMUNITY ENGAGEMENT:** Audited financial statements will be forwarded to the Nova Scotia Utility and Review Board (NSUARB) and made available to the public via the Town website.

**ENVIRONMENTAL IMPLICATIONS:** none

**SOCIAL JUSTICE IMPLICATIONS:** None

**ALTERNATIVES:** Decline accepting the audited financial statements and refer them back to staff for further clarification.

**ATTACHMENTS:** Town of Amherst Water Utility Financial Statements

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





# **TOWN OF AMHERST WATER UTILITY**

## **FINANCIAL STATEMENTS YEAR ENDED MARCH 31, 2022**



**Town of Amherst Water Utility**  
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**March 31, 2022**

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## TOWN OF AMHERST WATER UTILITY

Non-consolidated Financial Statements

Year Ended March 31, 2022

### Management's Responsibility for the Non-consolidated Financial Statements

The accompanying non-consolidated financial statements of the Town of Amherst Water Utility are the responsibility of the Utility's management and have been prepared in compliance with legislation, and in accordance with the Nova Scotia Utility and Review Board Water Utility Accounting and Reporting Handbook. A summary of the significant accounting policies are described in Note 1 to the non-consolidated financial statements. The preparation of non-consolidated financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The Utility's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the non-consolidated financial statements. These systems are monitored and evaluated by management.

The audit committee meets with management and the external auditors to review the non-consolidated financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the non-consolidated financial statements.

The non-consolidated financial statements have been audited by Jorgensen & Bickerton Inc.; independent external auditors appointed by the Utility. The accompanying Auditors' Report outlines their responsibilities, the scope of their examination and their opinion on the Utility's non-consolidated financial statements.

Amherst, NS  
September 28, 2022



**Jason MacDonald, MCIP, LPP**  
Chief Administrative Officer

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## INDEPENDENT AUDITOR'S REPORT

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To the Management of Town of Amherst Water Utility

### *Opinion*

We have audited the non-consolidated financial statements of Town of Amherst Water Utility (the Organization), which comprise the non-consolidated statement of financial position of the Water Utility Operating and Capital Fund as at March 31, 2022, and the non-consolidated statements of activities for the year then ended, and notes to the non-consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying non-consolidated financial statements present fairly, in all material respects, the financial position of the Organization as at March 31, 2022, and the results of its operations for the year then ended in accordance with the Nova Scotia Utility and Review Board Regulatory Handbook.

### *Basis for Opinion*

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Non-consolidated Financial Statements* section of our report. We are independent of the Organization in accordance with the ethical requirements that are relevant to our audit of the non-consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with those requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### *Responsibilities of Management and Those Charged with Governance for the Non-consolidated Financial Statements*

Management is responsible for the preparation and fair presentation of the non-consolidated financial statements in accordance with Nova Scotia Utility and Review Board Regulatory Handbook, and for such internal control as management determines is necessary to enable the preparation of non-consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the non-consolidated financial statements, management is responsible for assessing the Organization's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Organization or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Organization's financial reporting process.

(continues)

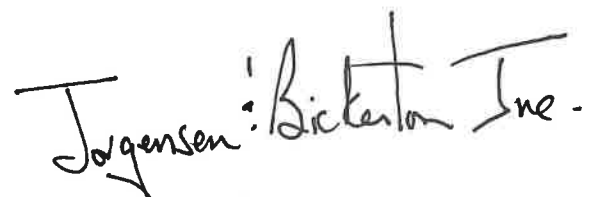
*Auditor's Responsibilities for the Audit of the Non-consolidated Financial Statements*

Our objectives are to obtain reasonable assurance about whether the non-consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these non-consolidated financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the non-consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Organization's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the non-consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Organization to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the non-consolidated financial statements, including the disclosures, and whether the non-consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Amherst, Nova Scotia  
September 28, 2022



Jorgensen & Bickerton Inc.  
Chartered Professional Accountants

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**Town of Amherst**  
**Water Utility Operating Fund**  
**Non-Consolidated Statement of Financial Position**  
As at March 31, 2022

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	<u>2022</u>	<u>2021</u>
<b>Assets</b>		
Cash	\$ 255,604	\$ 23,969
Receivables		
Rates (less allowance for doubtful accounts)	277,026	253,049
Inventory not held for resale	51,405	50,175
Prepaid expenses	620	6,618
	<u>584,655</u>	<u>333,811</u>
<b>Liabilities</b>		
Payables and accrued liabilities	<u>396,484</u>	<u>150,103</u>
<b>Surplus</b>	<u>\$ 188,171</u>	<u>\$ 183,708</u>

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**Town of Amherst**  
**Water Utility Operating Fund**  
**Non-Consolidated Statement of Financial Activities**  
For the Year Ended March 31, 2022

	Budget 2022	Actual 2022	Actual 2021
<b>Operating revenue</b>			
Metered	\$ 1,221,615	\$ 1,241,365	\$ 1,231,239
Flat rate	166,320	167,841	166,869
Public fire protection	807,481	807,481	807,481
Private hydrants	14,750	14,750	14,750
Sprinkler service	15,350	15,100	15,050
Bulk water sales	8,500	12,300	9,300
Sale of services	10,000	13,216	15,118
Sundry	1,200	1,450	1,175
Total operating revenue	<u>2,245,216</u>	<u>2,273,503</u>	<u>2,260,982</u>
<b>Operating expenditures</b>			
Source of supply (Schedule - page 9)	34,000	18,222	28,991
Power and pumping (Schedule - page 9)	168,000	162,991	159,210
Water treatment (Schedule - page 9)	17,600	19,000	16,700
Transmission and distribution (Schedule - page 9)	750,873	768,869	775,054
Administrative and general (Schedule - page 9)	600,271	536,049	531,735
Depreciation	374,430	372,808	366,018
Taxes	32,000	31,770	31,694
Total operating expenditures	<u>1,977,174</u>	<u>1,909,709</u>	<u>1,909,402</u>
<b>Net operating revenue</b>	<u>268,042</u>	<u>363,794</u>	<u>351,580</u>
<b>Non-operating revenue</b>			
Interest	5,000	8,749	5,226
Transfer from prior year surplus	25,883	-	-
	<u>30,883</u>	<u>8,749</u>	<u>5,226</u>
<b>Non-operating expenditures</b>			
Debt charges			
Principal	83,380	83,380	83,385
Interest	40,545	27,700	19,123
Transfer to water capital	40,000	122,000	114,497
Dividend to owner	135,000	135,000	135,000
Total non-operating expenditures	<u>298,925</u>	<u>368,080</u>	<u>352,005</u>
<b>Excess of revenue over expenditures</b>	<u>\$ -</u>	<u>4,463</u>	<u>4,801</u>
<b>Surplus beginning of year</b>		<u>183,708</u>	<u>178,907</u>
<b>Surplus end of year</b>		<u>\$ 188,171</u>	<u>\$ 183,708</u>

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**Town of Amherst**  
**Water Utility Capital Fund**  
**Non-Consolidated Statement of Financial Position**  
As at March 31, 2022

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	<u>2022</u>	<u>2021</u>
<b>Assets</b>		
Cash - Depreciation	\$ 1,520,709	\$ 610,735
Receivables		
Other	315,619	-
Utility plant and equipment (Capital Assets)	<u>25,153,248</u>	<u>24,563,234</u>
	<u>26,989,576</u>	<u>25,173,969</u>
<b>Liabilities</b>		
Long term debt - Municipal Finance Corporation (Note 4)	1,410,489	523,475
Accumulated depreciation	<u>6,738,029</u>	<u>6,370,960</u>
	<u>8,148,518</u>	<u>6,894,435</u>
 <b>Investment in capital assets</b>	 <u>\$ 18,841,058</u>	 <u>\$ 18,279,534</u>

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**Town of Amherst**  
**Water Utility Capital Fund**  
**Non-Consolidated Statement of Financial Activities**  
For the Year Ended March 31, 2022

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	<u>2022</u>	<u>2021</u>
<b>Revenue</b>		
Interest income	\$ 3,482	\$ 3,103
Grants for capital projects - Federal	-	-
Grants for capital projects - Provincial	<u>352,705</u>	<u>-</u>
Total revenue	<u>356,187</u>	<u>3,103</u>
<b>Expenditures</b>		
Loss on disposal of capital asset	<u>43</u>	<u>-</u>
<b>Net revenue</b>	<u>356,144</u>	<u>3,103</u>
<b>Financing and transfers</b>		
Debt principal payments	83,380	83,385
Transfer from Water Operating	<u>122,000</u>	<u>114,497</u>
Total financing and transfers	<u>205,380</u>	<u>197,882</u>
<b>Change in fund balance</b>	561,524	200,985
<b>Beginning fund balance</b>	<u>18,279,534</u>	<u>18,078,549</u>
<b>Ending fund balance</b>	<u>\$ 18,841,058</u>	<u>\$ 18,279,534</u>

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**Town of Amherst**  
**Water Utility Capital Fund**  
**Schedule of Investment in Water Utility Plant and Equipment**  
For the Year Ended March 31, 2022

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	<u>2022</u>	<u>2021</u>
<b>Land and land rights</b>		
Source of supply	\$ <u>962,230</u>	\$ <u>609,525</u>
<b>Structures and improvements</b>		
Source of supply	1,029,795	1,000,514
Power and pumping structures	491,661	491,661
Water treatment	436,056	436,056
Distribution reservoirs and standpipes	<u>6,213,715</u>	<u>6,213,715</u>
	<u>8,171,227</u>	<u>8,141,946</u>
<b>Equipment</b>		
Electrical pumping	328,543	328,543
Water treatment	295,712	295,712
Transportation	744,150	705,402
Tools and work equipment	<u>57,483</u>	<u>57,483</u>
	<u>1,425,888</u>	<u>1,387,140</u>
<b>Mains</b>		
Transmission	1,834,359	1,834,359
Distribution	<u>10,955,790</u>	<u>10,766,148</u>
	<u>12,790,149</u>	<u>12,600,507</u>
<b>Services</b>	<u>784,085</u>	<u>784,085</u>
<b>Meters</b>	<u>437,705</u>	<u>442,828</u>
<b>Hydrants</b>	<u>572,161</u>	<u>572,161</u>
<b>Assets under construction</b>	<u>9,803</u>	<u>25,042</u>
	<u>\$ 25,153,248</u>	<u>\$ 24,563,234</u>

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**Town of Amherst**  
**Water Utility Operating Fund**  
**Schedule to Statement of Financial Activities**  
For the Year Ended March 31, 2022

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	Budget 2022	Actual 2022	Actual 2021
<b>Source of supply</b>			
Supplies and expenses	\$ 1,000	\$ -	\$ -
Maintenance of plant	33,000	<b>18,222</b>	28,991
	<u>\$ 34,000</u>	<u>\$ 18,222</u>	<u>\$ 28,991</u>
 <b>Power and pumping</b>			
Power	\$ 140,000	\$ 141,196	\$ 138,711
Maintenance	28,000	<b>21,795</b>	20,499
	<u>\$ 168,000</u>	<u>\$ 162,991</u>	<u>\$ 159,210</u>
 <b>Water treatment</b>			
Supplies and expenses	<u>\$ 17,600</u>	<u>\$ 19,000</u>	<u>\$ 16,700</u>
 <b>Transmission and distribution</b>			
Maintenance of mains	\$ 432,173	\$ 435,662	\$ 421,090
Rents	29,000	<b>28,000</b>	28,000
Transportation expenses	37,500	<b>69,162</b>	38,835
Materials / supplies	182,500	<b>166,246</b>	222,216
Other transmission and distribution expenses	69,700	<b>69,799</b>	64,913
	<u>\$ 750,873</u>	<u>\$ 768,869</u>	<u>\$ 775,054</u>
 <b>Administration and general</b>			
Supervision	\$ 207,258	\$ 173,949	\$ 200,423
Employee benefits	55,590	<b>46,829</b>	49,159
Uncollectible accounts	10,000	<b>8,317</b>	(651)
General office expenses	125,823	<b>95,708</b>	87,668
Regulatory expenses	3,500	<b>4,578</b>	2,430
Miscellaneous general expenses	198,100	<b>206,668</b>	192,706
	<u>\$ 600,271</u>	<u>\$ 536,049</u>	<u>\$ 531,735</u>

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**1. Accounting policies**

These financial statements have been prepared to conform in all material respects to the accounting principles prescribed by the Nova Scotia Utility and Review Board.

**a) Non consolidation**

Non-consolidated financial statements of the Town of Amherst Water Utility are prepared by management in accordance with Canadian Generally Accepted Accounting Principles for local governments and the Water Utility Accounting and Reporting handbook of the Nova Scotia Utility and Review Board, as required under Section 4000.

**b) Revenue and expenditure**

Major revenue and expenditure items are recorded on an accrual basis.

Certain sources of revenue, including forfeited discounts or interest on past due rates, are recorded on a cash basis.

Principal and interest payments relating to long term debt are recorded as an expense when paid.

Interest earned on depreciation funds is recorded as revenue in the water utility capital fund.

**c) Cash and cash equivalents**

Cash and cash equivalents consist of cash on hand and balances with banks, net of bank indebtedness.

**d) Inventory**

Inventory is valued at the lower of cost and net realizable value. Cost being determined on a first-in, first-out basis.

**e) Use of estimates**

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Such estimates are periodically reviewed and any adjustments necessary are reported in earnings in the period in which they become known. Actual results could differ from these estimates.

**1. Accounting policies (cont'd)**

**f) Allowance for doubtful accounts**

An allowance is provided for estimated losses that will be incurred in collecting outstanding rates receivable.

**g) Plant and equipment**

Purchased capital assets shall be recorded at historical cost. Constructed capital assets shall include direct material, labour cost and ancillary expenditures.

Capital assets which are partially or totally funded by Federal or Provincial grants shall be recorded at gross cost. The grants shall be credited to equity.

**h) Depreciation**

Depreciation of capital assets is recorded in the accounts of the Water Capital Fund calculated on a formula provided by the Nova Scotia Utility and Review Board.

The depreciation charge in the Water Operating Fund is transferred to a special bank account in the Water Capital Fund which is used to help fund replacement of existing plant and equipment or subject to approval by the Nova Scotia Utility and Review Board, to repay principal of capital debt.

**i) Utility plant in service**

Capital assets and projects in progress are recorded at the Utility's cost. Funds received through capital assistance programs or cost-sharing arrangements are treated as a reduction in the cost of the asset acquired from January 1989 to March 31, 2007. After April 1, 2007 the assets are recorded at gross cost. Any grants received are credited to investment in capital assets. Interest incurred during construction on significant water capital projects is capitalized.

**j) Allocation of municipal costs to Water Utility fund**

Where identifiable, costs incurred by the Town of Amherst General Operating Fund on behalf of the Water Utility are charged to the Utility Funds. Salary and wage related costs are allocated in proportion to time spent performing functions on behalf of the Water Utility.

**2. Financial instruments**

The Water Utility financial statements consist of cash, accounts receivable, bank indebtedness, accounts payable and accruals. It is in the opinion of management that the Water Utility is not exposed to significant interest or currency risk arising from these financial instruments.

The Utility is subject to credit risk with respect to taxes receivable to which the Utility provides services. An individual may experience financial difficulty and be unable to fulfill their obligations. The large number and diversity of taxpayers and customers minimize the credit risk.

The carrying value of the financial instruments approximates fair value.

**3. Rate base & rate of return**

	<u>2022</u>	<u>2021</u>
Net operating revenue		
Operating revenue	\$ 2,273,503	\$ 2,260,982
Operating expenditures	<u>1,909,709</u>	<u>1,909,402</u>
Net operating revenue	<u>\$ 363,794</u>	<u>\$ 351,580</u>
Rate base		
Utility plant and equipment	\$ 25,153,248	\$ 24,563,234
Deferred grant revenue	-	-
Accumulated depreciation	<u>6,738,029</u>	<u>6,370,960</u>
Rate base	<u>\$ 18,415,219</u>	<u>\$ 18,192,274</u>

Rate of return on rate base:

$$\frac{\$ 363,794}{\$ 18,415,219} \times 100 = 1.98\%$$

$$\frac{\$ 351,580}{\$ 18,192,274} \times 100 = 1.93\%$$

**Town of Amherst  
Water Utility  
Notes to the Non-Consolidated Financial Statements  
March 31, 2022**

**4. Long term debt**

	<u>2022</u>	<u>2021</u>
Municipal Finance Corporation 26B-1 maturing October 24, 2021 - principal payment of \$14,462 yearly plus interest - rates variable 4.265% to 4.590%	\$ -	\$ 14,462
Municipal Finance Corporation 27A-1 maturing October 17, 2022 - principal payments of \$19,062 yearly plus interest - rates variable 4.650% to 5.210%	<b>19,062</b>	38,129
Municipal Finance Corporation 29A-1 maturing October 27, 2024 - principal payments of \$17,882 yearly plus interest - rates variable 0.900% to 4.939%	<b>53,654</b>	71,536
Municipal Finance Corporation 36A-1 maturing May 16, 2031 - principal payments of \$12,847 yearly plus interest - rates variable 1.150% to 3.475%	<b>128,465</b>	141,312
Municipal Finance Corporation 38A-1 maturing November 9, 2033 - principal payments of \$9,667 yearly plus interest - rates variable 2.490% to 3.551%	<b>115,999</b>	125,666
Municipal Finance Corporation 39A-1 maturing November 15, 2034 - principal payments of \$9,455 yearly plus interest - rates variable 2.015% to 2.829%	<b>122,915</b>	132,370
Municipal Finance Corporation 40A-1 maturing May 28, 2036 - future principal payments of \$43,172 yearly plus interest - rates variable 0.4% to 2.809%	<b>580,394</b>	-
Municipal Finance Corporation 41A-1 maturing October 22, 2036 - future principal payments of \$26,000 yearly plus interest - rates variable 0.5% to 2.677%	<b>390,000</b>	-
	<b><u>\$ 1,410,489</u></b>	<b><u>\$ 523,475</u></b>

Principal repayment for the next five years are as follows:

2023	\$	138,085
2024	\$	119,023
2025	\$	119,031
2026	\$	101,141
2027	\$	101,141

# **SYNOPSIS**

## **Year End Capital Financial Adjustments**

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Both the Water and General Operating budgets had a surplus for the March 31, 2022 year end. During the 2017/18 audit, it was recommended that Council formally approve any changes to how Capital Projects are funded. The two items in the recommendation are basically year-end housekeeping items that are being brought forward to Council per the audit recommendation and to ensure awareness.

### **MOTION:**

**That Council approve the following changes to the funding for the 2021/22 Water and General Capital Budget:**

- 1. Approval of the increase of Water Operating capital from revenue from \$40,000 to \$122,000;**
- 2. Approval of the increase of General Operating capital from revenue from \$476,000 to \$493,340.64.**



## AMHERST TOWN COUNCIL

RFD# 2022052

Date: September 28, 2022

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

**SUBMITTED BY:** Sarah Wilson, Senior Accountant / Acting Treasurer

**DATE:** September 28, 2022

**SUBJECT:** Year End Adjustments to 2021/22 Capital Budget Funding

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**ORIGIN:**  
Budget Management Policy 03450-04.

**LEGISLATIVE AUTHORITY:**  
MGA section 65.

**RECOMMENDATION:** That Council approve the following changes to the funding for the 2021/22 Water and General Capital Budget:

1. Approval of the increase of Water Operating capital from revenue from \$40,000 to \$122,000;
2. Approval of the increase of General Operating capital from revenue from \$476,000 to \$493,340.64;

**BACKGROUND:** Both the Water and General Operating budgets had a surplus for the March 31, 2022 year end. During the 2017/18 audit, it was recommended that Council formally approve any changes to how Capital Projects are funded. The two items in the recommendation are basically year-end housekeeping items that are being brought forward to Council per the audit recommendation and to ensure awareness.

**DISCUSSION:**

1. Water Operating – Capital from Revenue increase from \$40,000 to \$122,000.

Prior to the increase of \$82,000 in capital from revenue, the surplus in the water operating fund was \$86,463. In keeping with the Town's philosophy of paying for capital projects in cash whenever possible, staff is recommending that capital from revenue be increased from \$40,000 to \$122,000. In prior years when capital from revenue was increased it was offset with a decrease in long term debt. In the 2021/22 water capital budget there were no projects funded by long term debt, so the additional \$82,000 capital from revenue reduced the amount of funding from the Water Depreciation fund. This will increase the ability of the Water Depreciation fund to fund future projects.

2. General Operating – Capital from Revenue increase of \$17,340.64 from \$476,000 to \$493,340.64.



The additional \$17,340.64 general operating capital from revenue was used to fund overages in two projects; the new overhead doors at the works garage and a portion of the Town Hall Council Chambers renovations. Efforts were made to fund the overages of these projects but not all under budget project funding can be used on other projects. For example, excess gas tax project funding can not be used on projects that don't meet the project qualification criteria.

Although an additional \$17,340.64 was expensed as capital from revenue in the general fund, it still left a surplus of \$669,912 (\$1,930,294 including the doubling of the Municipal Financial Capacity Grant).

**FINANCIAL IMPLICATIONS:** The funding of the above projects from additional capital from revenue reduces the surplus in both the water utility and general fund but it leaves more funds in the Water Depreciation fund for future year projects.

**COMMUNITY ENGAGEMENT:** Any community engagement would be through social media and through the publishing of our Financial Statements once approved.

**ENVIRONMENTAL IMPLICATIONS:** None

**SOCIAL JUSTICE IMPLICATIONS:** None

**ALTERNATIVES:**

1. Leave the funding source in the Water Capital budget as Water Depreciation Funds per the original Capital Budget. In the General Capital budget, the additional funding needed could come from Operating or Capital Reserves.

**ATTACHMENTS:** None

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

# SYNOPSIS

## Year End Reserve Transfers

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At the end of a fiscal year if there are surplus funds in the Solid Waste department and the Mandatory Provincial Contribution Area Rate, they are transferred to special reserves within the Operating Reserve called Reserve Solid Waste/Green Bin Replacement and Reserve Mandatory Provincial Contribution Area Rate. Likewise, if there is a deficit in the fund, a request is made of Council to withdraw from the reserve to fund the deficit.

### **MOTION:**

**That Council approve of the following transfers from the Operating Reserve to General Operating:**

- 1. Withdraw from the Operating Reserve – Reserve for Solid Waste of \$9,434.10 to fund the deficit in the Solid Waste department for the 2021/22 fiscal year.**
- 2. Withdraw from the Operating Reserve – Reserve for Mandatory Provincial Contribution Area Rate of \$20,761.80 to fund the deficit in the Mandatory Provincial Contribution Area Rate for the 2021/22 fiscal year.**



## AMHERST TOWN COUNCIL

RFD# 2022054

Date: September 28, 2022

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

**SUBMITTED BY:** Sarah Wilson, Senior Accountant / Acting Treasurer

**DATE:** September 28, 2022

**SUBJECT:** 2021/22 Year End Operating Reserve Transfer to General Operating

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**ORIGIN:** Budget Management Policy 03450-04.

**LEGISLATIVE AUTHORITY:** MGA section 65.

**RECOMMENDATION:** That Council approve of the following transfers from the Operating Reserve to General Operating:

1. Withdraw from the Operating Reserve – Reserve for Solid Waste of \$9,434.10 to fund the deficit in the Solid Waste department for the 2021/22 fiscal year.
2. Withdraw from the Operating Reserve – Reserve for Mandatory Provincial Contribution Area Rate of \$20,761.80 to fund the deficit in the Mandatory Provincial Contribution Area Rate for the 2021/22 fiscal year.

**BACKGROUND:** At the end of a fiscal year if there are surplus funds in the Solid Waste department and the Mandatory Provincial Contribution Area Rate, they are transferred to special reserves within the Operating Reserve called Reserve Solid Waste/Green Bin Replacement and Reserve Mandatory Provincial Contribution Area Rate. Likewise, if there is a deficit in the fund, a request is made of Council to withdraw from the reserve to fund the deficit.

**DISCUSSION:** The tipping fees for solid waste and recyclables were over budget by \$20,239. There were other savings in the solid waste department in wages, operational equipment, materials/supplies and tipping fees for organics that resulted in the overall deficit totaling \$9,434.10 in the Solid Waste department.

The Solid Waste/Green Bin Replacement reserve within the Operating Reserve had a balance at March 31, 2022 of \$156,215. With this request to withdraw \$9,434.10 it leaves a revised balance at March 31, 2022 of \$146,781.

The expense for housing was over budget by \$27,652. There were savings in assessment services and corrections that resulted in the overall deficit totaling \$20,761.80 in the Mandatory Provincial Contribution Area Rate.



The Mandatory Provincial Contribution Area Rate reserve within the Operating Reserve had a balance at March 31, 2022 of \$45,636. With this request to withdraw \$20,761.80 it leaves a revised balance at March 31, 2022 of \$24,874. It is noted that the housing expense for 2022/23 has come in under budget, so a transfer will be made at year end March 2023 to increase this reserve by approximately \$27,900.

**FINANCIAL IMPLICATIONS:** In order to have the Solid Waste and Mandatory Provincial Contribution Area Rate budgets not affect the general rate, it is important to fund these deficits from the funds that have been put into the Operating Reserve for this very purpose.

**COMMUNITY ENGAGEMENT:** Any community engagement would be through social media and through the publishing of our Financial Statements once approved.

**ENVIRONMENTAL IMPLICATIONS:** None

**SOCIAL JUSTICE IMPLICATIONS:** None

**ALTERNATIVES:**

1. Do not use the Solid Waste/Green Bin Replacement and Mandatory Provincial Contribution Area Rate funds in the Operating Reserve and reduce the General Operating surplus at year end.

**ATTACHMENTS:** None

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

# SYNOPSIS

## 2022/23 Water Utility Capital Budget Amendment

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\$20,000 was included in the 2022/23 Water Utility capital budget for the purchase of 4 inline turbidimeters to be installed in the existing PRV chambers. A request for quotations was issued in July and the lowest quoted price received came in well over the approved budget of \$20,000. The quoted price to supply the 4 inline turbidimeters is \$30,630 + applicable taxes, this does not include the cost of installation or programming of our SCADA system. Budgetary pricing obtained in January 2022 indicated a single turbidimeter would be valued at approximately \$4,200.

As previously discussed with Council during the capital budget process, turbidity is currently only monitored at the wellfield. Installing turbidity meters in our 4 existing PRV chambers will not prevent turbidity events however, an alarm for a spike in turbidity will provide staff with an indication that an event is occurring and staff can be dispatched quickly to reduce the impact of the event.

### **MOTION:**

**That Council amend the 2022/23 Amherst Water Utility Capital Budget to increase the approved budget amount in the Water Capital budget for the purchase of Inline Turbidimeters for the PRV Chambers from \$20,000 to \$40,000.**

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

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

**DATE:** September 28, 2022

**SUBJECT:** **Adjustment to the 2022/23 Water Capital Budget**

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**ORIGIN:** Budget Management policy 03450-04

**LEGISLATIVE AUTHORITY:** MGA section 65.

**RECOMMENDATION:** That Council approve an amendment to the 2022/23 Amherst Water Utility Capital Budget to increase the approved budget amount in the Water Capital budget for the purchase of Inline Turbidimeters for the PRV Chambers from \$20,000 to \$40,000.

**BACKGROUND:** \$20,000 was included in the 2022/23 Water Utility capital budget for the purchase of 4 inline turbidimeters to be installed in the existing PRV chambers. A request for quotations was issued in July and the lowest quoted price received came in well over the approved budget of \$20,000. The quoted price to supply the 4 inline turbidimeters is \$30,630 + applicable taxes, this does not include the cost of installation or programming of our SCADA system. Budgetary pricing obtained in January 2022 indicated a single turbidimeter would be valued at approximately \$4,200.

**DISCUSSION:** As previously discussed with Council during the capital budget process, turbidity is currently only monitored at the wellfield. Installing turbidity meters in our 4 existing PRV chambers will not prevent turbidity events however, an alarm for a spike in turbidity will provide staff with an indication that an event is occurring and staff can be dispatched quickly to reduce the impact of the event.

**FINANCIAL IMPLICATIONS:** The \$20,000 increase in funding for the Turbidimeters will be from the Water Depreciation (Capital) fund, which is also where the original \$20,000 was funded from.

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications to the recommended course of action.

**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications to the recommended course of action.





**AMHERST TOWN COUNCIL**

**RFD# 2022057**

**Date: September 28, 2022**

**COMMUNITY ENGAGEMENT:** No community engagement is anticipated, other than the issuance of a media release.

**ALTERNATIVES:** The Town can purchase and install 2 turbidimeters which can be accommodated within the existing approved budget amount.

**ATTACHMENTS:** None.

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



# SYNOPSIS

## Lions Park Water Bill

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The Lions Club, in partnership with the Town of Amherst, have made a significant financial investment to provide the Town with a first-class recreation facility at the site of the former West Highlands Elementary School. On February 8, 2022 the Town of Amherst and the Lions Club entered into a 10-year Memorandum of Understanding (MOU) which outlines the roles and responsibilities of each party with respect to the operation and maintenance of the park. Currently the Town's responsibility is to maintain the Park to the same standards as all other Town parks and green spaces and to pay the property taxes on the property.

The Lions Club sent a letter to the Town dated August 17, 2022 requesting that the Town consider taking responsibility for all costs associated with water/sewer billings for the park. Agreeing to absorb the costs of the water/sewer billing for the splash pad is more in keeping with usual municipal responsibilities associated with parks and playgrounds. In addition it will allow the Lions Club to provide additional funding opportunities for other worthwhile community projects that they so graciously support.

### **MOTION:**

**That Council approves of amendments to the current Memorandum of Understanding in where the Town of Amherst agrees to assume responsibility for water and sewer billing costs associated with the Lions Park on Hickman Street.**



## AMHERST TOWN COUNCIL

RFD# 2022056

Date: September 28, 2022

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

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

**DATE:** September 28, 2022

**SUBJECT:** **Lions Park Water Bill**

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**ORIGIN:** Cost of water/sewer bill to operate the Lions Park splash pad.

**LEGISLATIVE AUTHORITY:** MGA Section 65.

**RECOMMENDATION:** That Council approve the amendments to the current Memorandum of Understanding between the Town of Amherst and the Amherst Lions Club in order for the Town to assume responsibility for water and sewer billing costs associated with the Lions Park on Hickman Street.

**BACKGROUND:** On February 8, 2022 the Town of Amherst and the Lions Club entered into a 10-year Memorandum of Understanding (MOU) which outlines the roles and responsibilities of each party with respect to the operation and maintenance of the park. Currently the Town's responsibility is to maintain the Park to the same standards as all other Town parks and green spaces and to pay the property taxes on the property.

The Lions Club sent a letter to the Town dated August 17, 2022 requesting that the Town consider taking responsibility for all costs associated with water/sewer billings for the park as it will require 3 months of annual fundraising by the Club if they have to continue to pay the bill and it will also impact their ability to donate to other organizations. This past summer was the 3<sup>rd</sup> year of operation of the splash pad, the annual average cost of water/sewer billings to operate the park is \$11,750.

**DISCUSSION:** The Lions Club, in partnership with the Town of Amherst, have made a significant financial investment to provide the town with a first-class recreation facility for the families and youth of our community. Agreeing to absorb the costs of the water/sewer billing for the splash pad at this time is an investment in the community and will allow the Club to provide additional funding opportunities for other community projects.

**FINANCIAL IMPLICATIONS:** If the Town were to assume responsibility for the annual cost of water/sewer billings for the Lions Park, an additional \$12,000 would need to be allocated in the recreation department operating budget for 2023/24.

**COMMUNITY ENGAGEMENT:** No community engagement is anticipated at this time.

**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications to this decision.

**SOCIAL JUSTICE IMPLICATIONS:** If the Town were to agree to cover the costs of water/sewer billings, the Lions Club would have an additional \$12,000 available annually to donate to charitable



organizations in the community.

**ALTERNATIVES:**

1. Council may choose to not approve paying the water/sewer billings and advise the Club of the decision.
2. Have staff enter into further discussions with the Club and negotiate some other arrangement to cost share the water/sewer billing expense. (For example, a 50/50 split)

**ATTACHMENTS:**

1. Copy of Lions Club letter to the Town
2. Copy of Memorandum of Understanding

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Report prepared by: Corey Crocker, Facility Manager  
Report and Financial approved by:



## **Memorandum of Understanding**

### **THE TOWN OF AMHERST**

(Hereinafter referred to as “the Town”)

### **AMHERST LIONS CLUB**

AND

(Hereinafter referred to as “the Club”)

The Town and the Club co-developed phase one (development) of the Lions Park. The Park development commenced with the purchase of the land from the Town and will be completed when the last capital assets is completed this year. Phase two operation and maintenance is the subject of this MOU.

WHEREAS it is the mutual objective of the Town of Amherst and the Amherst Lions Club to continue a positive working relationship in regards to the continued development and operation of the park and both parties understand the outcomes listed below:

1. The Club agrees that the park should be integrated into the Town’s recreation plan to achieve maximum usage of the park’s facilities including daily scheduling and annual open and closing.
2. The Town will maintain the park as per the standards, policies and procedures established by the Town for all properties within the Town park system. For clarity this will include:
  - a. green space, flowers and trees;
  - b. cleaning of washrooms;
  - c. maintenance of the trails, tennis court, splash pad and other facilities within the park;
  - d. The Town shall make every reasonable effort to keep the Park for the pedestrian use only and keep vehicles off the field, except, insofar as vehicles are necessary to properly maintain the Parks and its facilities
3. The Club shall be responsible for all cost associated with replacing broken equipment.
4. The Town shall pay the property taxes on the property.



5. The Town will pay the water and sewer bill(s) for the property.
6. The Town shall not provide, rent or engage in any third-party agreement without consent of the Club.
7. Any proposals for upgrades, changes or proposed capital projects must be reviewed by both parties. While a mutual agreement is always desired as the park owners the club must have final approval authority.
8. The Club and Town shall maintain open communication regarding all work to be performed at the park to prevent scheduling, and misunderstandings. Public complaints, inquires and concerns shall be reported to the club and the Town.
9. Communication with the Club shall be via the Park Chairperson or assistant, that communication with the Town shall be via the facilities of the Town of Amherst.
10. This agreement shall be in effect for a period of ten years with options to extend, however maybe dissolved by either party in writing given 3 months notice.

This Memorandum of Understanding reflects an agreement between the Town of Amherst and the Amherst Lions Club.

<b>SIGNED, SEALED AND DELIVERED</b>	)	<b>TOWN OF AMHERST</b>
	)	
	)	_____
	)	<b>Jason MacDonald, Interim CAO</b>
_____	)	
<b>Witness</b>	)	
	)	
	)	<b>AMHERST LIONS CLUB</b>
	)	_____
	)	

# Internal Committee Report

## Planning Advisory Committee

**September 2022**

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The Planning Advisory Committee met on September 6<sup>th</sup> at 4:30 p.m. in Town Hall Council Chambers.

An update was provided with regard to 4 properties for which the Committee had ordered demolitions over the last eight months. The Committee passed an additional motion to demolish or substantially alter accessory buildings on a fifth property and gave 60 days to comply.

The Committee also dealt with an application for property located on Fleming and Paradise Avenues to change the zoning from Low Density Residential to General Residential. The Committee recommended that Council approve the application. A motion was also passed recommending that Council enter into a Development Agreement to allow the construction of three, 54-unit apartment dwellings on Lot 2021-2R (PID 25002122), located south of E.B. Chandler School, and north of Brown and Mosher Streets.

The MPS consultants are very close to completing a first draft of a new MPS and LUB, but are not available to present at the regular monthly meeting of the PAC on October 3<sup>rd</sup>. As such, the PAC will cancel their October 3<sup>rd</sup> meeting, and will meet to review the drafts later in October or at the regular November meeting.

# **Internal Committee Report**

## **Amherst Board of Police Commissioners**

### **September 2022**

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The Amherst Board of Police Commissioners met on September 21<sup>st</sup> at 3:00 p.m. in Town Hall Council Chambers.

Items on the agenda included a discussion on the upcoming Nova Scotia Chief of Police Associations / Nova Scotia Association of Police Governance Conference and the Chief's Report.

Updates were also provided on homelessness issues, and the capital budget.

The next meeting has been scheduled for Tuesday, October 11<sup>th</sup> at 3:00 p.m. immediately following which the Board has been invited to tour the Amherst Police Department.

# **Internal Committee Report**

## **Audit Committee**

### **September 2022**

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The Audit Committee met on September 27, 2022 at 4:00 p.m. in Town Hall Council Chambers.

Items on the agenda included a presentation and representation letter for the Amherst Water Utility audited financial statements. A motion was passed to refer them to Council for approval.

The Committee also reviewed the First Quarter Financial Report and Capital Budget Actuals-to-Date.

# **Internal Committee Report**

## **Accessibility Advisory Committee**

### **September 2022**

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The Accessibility Advisory Committee met on September 14<sup>th</sup>, 2022 at 6:00 p.m. in Town Hall Council Chambers.

The Community Well-being Manager presented the Community Consultation update and discussed the local stake holders she has been in contact with. She also provided an update on the Accessibility Survey results, with a majority of the concerns listed being the condition of sidewalks, roadways, crosswalks and in some areas outdoor lighting. The survey will remain online until the end of September, with the goal to close all survey responses by the end of October, and a draft Accessibility Strategy ready for Council by December.

The next meeting is scheduled for October 12, 2022 at 6:00 p.m.

# **Internal Committee Report**

## **Inclusion, Diversity and Equity Committee**

**September 2022**

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The Inclusion, Diversity and Equity Committee met on September 20, 2022 at 6:00 p.m. in Town Hall Council Chambers.

Items on the agenda included a discussion on Declaration of the Coalition of Canadian Municipalities of UNESCO Anti-Discrimination and Racism, and Elimination of Racial Discrimination.

An update was provided on the renaming of Lord Amherst Drive, which is scheduled to take effect on Tuesday, January 3, 2023.

The process of the installation of two new flagpoles at the location in front of the YMCA has begun. They are to be operational by September 30 for National Truth and Reconciliation Day, with a flag raising ceremony planned for that morning.

The beginning of a draft Strategy was presented to Committee members for review and discussion.

The next meeting has been scheduled for October 25, 2022 at 6:30 p.m.

# External Committee Report

## Cumberland Public Libraries

### September 2022

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#### **Summer Reading Club (SRC) 2022**

SRC 2022 is over for another year! We were very excited to be back to in person programs this year in all our locations. We used the proceeds from our book sale to purchase prizes for this year's SRC, including 2 Nintendo Switch gaming systems (one for kids and one for teens), a \$100 LEGO gift card and two \$100 gift card packs for our teens. The Amherst Super 8 Hotel donated a pool pass for 10 people.

Overall the Amherst library had 164 kids register for SRC and they submitted a total of 3,087 ballots. At 15 minutes per ballot that is 771.75 hours read in Amherst alone! 829 kids participated in our SRC programs from June- August.

Amherst Teens submitted 1,730 ballots and adults entered 633 ballots to win prizes.

#### **Storywalk**

The Four Fathers Library hosted a Storywalk on the front lawn this summer. Books were switched out monthly and included Pete the Cat, Robert Munsch and Peppa Pig. Storywalk will be available to view until October, weather permitting.

#### **Statistics**

In the month of July, Cumberland Public Libraries signed out over 10,000 items, 5,519 items in Amherst alone. This includes books, movies, TV shows, magazines and more.

Also, in July Four Father Library held 16 in-person programs with 416 people in attendance. The Four Fathers library had 4,366 in person visits.

# External Committee Report

## YMCA of Cumberland

### September 2022

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#### **Early Learning Centre**

We are excited to have both infant classrooms filled to capacity for September with 16 children. Afterschool program is full to capacity with 60 children and a waiting list for September.

Specialty Camps were a great success again this year. Each week was full to capacity, and we were able to sponsor six families with the Christie Foundation grant. Some of the camps were Nuts and Nature, Wet and Wild, Under the Big Top and Creative Corner.

Regular day camps had 45 participants most days with adventures to the parks around the community, art and science activities and everyone was happy to have swimming back in the program this year.

CNA After School Program has 45 children registered.

West Highlands After School Program has 19 children registered.

#### **Membership**

Currently, we have 912 active members.  
101 active subsidized members.

Our July-August Promo offered new continuous members a one-month membership at an introductory rate of \$20 for an Adult, \$40 for a Couple, or \$50 for a Family. This promotion saw 52 people welcomed into the YMCA of Cumberland.

#### **Aquatics**

There was a total of 952 participants at Town Swims (Average 50 per swim).

We had 178 participants in town swim lessons across all three sessions (session 3 highest rate of participation at 68 swimmers registered).

#### **Development**

The Trider's trail run is coming up on Oct. 22, 2022. The 6KM run will feature Trider's Craft Beer and will start/finish at their location in the industrial park. The cost is \$40 and participants receive a finisher's medal, commemorative beer glass and a beer from Trider's.

# External Committee Report

## Northern Region Solid Waste Resource Committee

### September 2022

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#### **Extended Producer Responsibility (EPR)**

The Priorities Committee will be meeting to discuss what the next steps are with EPR and what data may be required from municipalities once EPR is announced. As it stands right now, some municipalities collect from businesses, some collect from schools, and some only collect residential. There is a feeling that we need to have more data on what materials are being collected curbside and what businesses are included in collection. For this reason, the Committee will be discussing if there may be value to hiring a consultant to look at NS's data.

#### **Mobius Awards**

Divert NS is pleased that the awards ceremony will be taking place in-person this year. Region 3 is required to submit 3 nominations for the region. In Cumberland County, a group consisting of Port Philips Matters, Pugwash Communities in Bloom, and Keep Garbage Beneficial was nominated under the Community Project Category for their clean-up efforts.

#### **Municipal Funding Opportunities**

There are two types of Municipal Funding Programs that Divert NS would like to see more uptake in.

- The Municipal Efficiency Funding supports municipalities in researching, developing, and implementing efficiency projects. There is \$200,000 budgeted for this year.
- The Municipal Adoption Funding supports municipalities and or waste management regions that wish to adopt a waste diversion program previously established in Nova Scotia such as: curbside collection of textiles, green cart collection of pet waste, etc. There is \$100,000 budgeted this year.

#### **Datacall**

The datacall now resides with Divert NS. The link was circulated to the municipalities (Amherst & Municipality of Cumberland) and the deadline to complete it is September 30<sup>th</sup>.

#### **C&D Guidelines**

NSECC has announced that new guidelines will be coming out in 2023 (attached). NSECC will be presenting the C&D regulation changes to the Regional Chairs group on September 16<sup>th</sup>.

# External Committee Report

## L.A. Animal Shelter

### September 2022

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Early in August the shed at the shelter was broken into and much of our yard maintenance equipment was stolen. Thankfully, we had recently upgraded our surveillance cameras and were able to provide the RCMP and they have identified the suspect. On the upside, the community has once again rallied around the shelter and we were able to raise sufficient funds to replace the equipment. One of the donations we received as a result of the break-in was a new small snow-thrower. We will be running a raffle with this as a prize.

Our Yard Sale on September 10<sup>th</sup> was a great success. We had perfect weather, many wonderful donated items, and a great turn out. A BBQ was provided by the Community Credit Union. In total we raised approximately \$3,000. We paid it forward by donating the remaining items to the Bridge for their store and on-line auction. A special thank you to the town for allowing us to use Curry Park and having town staff deliver and pick up tables to use. It was a huge help!

In August we adopted out 27 felines and 7 dogs; and as of September 15 we have adopted out 22 felines and one dog.

We are currently housing 23 cats, 58 kittens and 2 dogs.

We had some summer staff return to school and one full-time employee resigned. We have been able to hire two new employees who seem to be working out well.

The Shelter will be providing the bar (and receiving the proceeds) at the upcoming Two Fools Production. This should be a great fundraiser for us!

We did also have a member resign from the board due to time constraints. We will begin recruiting new members soon.

Regular board meetings resume this month after a brief summer break.

# External Committee Report

## Senior Safety

### September 2022

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The Senior Safety Committee has hired a new Senior Safety Coordinator to replace Trishe Coleman. The new coordinator is Paige Harrison who is still learning her role but has been doing a great job over the summer.

Paige took part in the Springhill Family Fun Day on September 10<sup>th</sup> and set up a table with information regarding different grants and rebates for seniors.

The first week of October is Senior's Week and Paige will be out and about meeting seniors and discussing issues with them.

Saturday, October 1<sup>st</sup> Paige will be at the Holy Family Church Fall Fair

Tuesday, October 4<sup>th</sup> – the Parrsboro Library

Wednesday, October 5<sup>th</sup> – the library in River Hebert

Friday, October 7<sup>th</sup> – the Amherst Farmers' Market

# External Committee Report

## Advisory Committee to Reduce Poverty

### September 2022

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The Advisory Committee to Reduce Poverty met on September 22 at 4:30p.m in Town Hall Council Chambers

Motions were passed to send a letter of support to the Nova Community Housing Land Trust, as well as for the Town of Amherst, Town of Oxford and County of Cumberland to pass a resolution to write a letter to the Prime Minister, Atlantic Members of Parliament, and Premiers of New Brunswick, Prince Edward Island, Newfoundland and Labrador, and Nova Scotia, calling on these orders of government to implement a Guaranteed Livable Basic Income to eradicate poverty and homelessness, and ensure everyone has sufficient income to meet their basic needs.

A motion was passed that staff create an RFP to identify the scope of poverty in our collective communities. This RFP would include data collection both quantitative and qualitative which will inform the committee of where to focus their most critical efforts and how to address these issues. This RFP would be presented to the respective councils for review and approval.

A draft framework of a strategic plan was discussed looking at the three pillars identified by the committee which include Food insecurity, Housing and Homelessness and Youth outreach and education. More work is to follow on this and the collection of data around the scope of poverty is intended to help inform decision making moving forward.

On the subject of Homelessness, a motion was passed that a resolution be sent to the respective councils to provide a meaningful financial contribution to the development of an emergency shelter in Amherst.

The committee reviewed its membership with the resignation of one Cumberland representative. Deputy Mayor Houghtalling will advise on a replacement in the near future.

Representatives from Council and staff have been participating in the taskforce to create an emergency shelter. A meeting was held on September 15, 2022 at which the Mayor of Amherst was in attendance as well as Councillors Fawthrop, Emery and Landry. There was also a good representation of other community groups and Charlotte Ross representing the Ministerial Society. Elizabeth Smith McCrossin reported that she and Hannah Landry had met the day prior with Community Services and felt the

Department was very supporting and willing to assist. They indicated they would entertain any proposal from us (collectively) to proceed.

Currently two spaces are identified as potential options and these are being investigated by Aiden Kivisto and Elizabeth.

A coordinated communications effort is underway to reduce the stigma of homelessness and provide messaging around the development of a homeless shelter in Amherst. Town of Amherst staff prepared some mock ups of messaging that were well received by the task force. A meeting will be requested with the NSCC Business program to determine if the students will take on the project of managing the communications and marketing of this campaign.

Meetings have been held with other shelters in the province (Halifax and Kentville) and lots of great information has been collected.

Next meeting is scheduled for September 28, 2022 at 5 p.m. at the CUUBIC.