



Town of Amherst  
Regular Council Meeting  
Agenda

Date: **Monday, March 25, 2024**  
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>	
<p>“I would like to acknowledge that our gathering today is taking place in (MEEG-MA-GEE), the traditional, unceded and ancestral territory of the Mi’kmaw people. I would also like to acknowledge that Nova Scotia has another unique people. These are the Indigenous Blacks of Nova Scotia whose legacy and contributions date back over 400 years predating confederation of this land. We are all treaty people.”</p>	
<b>3. APPROVAL OF AGENDA/MINUTES</b>	
3.1 Approval of the Agenda	
3.2 Acceptance of Minutes - February 26, 2024	3 - 15
<b>4. REQUESTS FOR DECISION</b>	
4.1 Citizen Appointment to the Accessibility Advisory Committee - Fawthrop	16 - 17
4.2 Citizen Appointments to the Amherst Board of Police Commissioners - Davidson	18 - 20
4.3 Citizen Appointment to the North Tyndal Wellfield Advisory Committee - Emery	21 - 22
4.4 Citizen Appointment to the Planning Advisory Committee - Chambers	23 - 24
4.5 Citizen Appointments to the Poverty Reduction Advisory Committee and Inclusion, Diversity and Equity Committee - Landry	25 - 27
4.6 Provincial Volunteer Awards Nominations - Fawthrop	28 - 30

4.7	Basic Income Guarantee Resolution - Landry	31 - 35
4.8	12 Havelock Street Lease Renewal - Baker	36 - 42
4.9	Cumberland YMCA Contribution Agreement - Fawthrop	43 - 50
4.10	Stadium Canteen Concession Agreement - Chambers	51 - 58
4.11	Library Lease Agreement - Fawthrop	59 - 74
4.12	Street Inspection and Maintenance Policy Amendments - Emery	75 - 79
4.13	Sidewalk Inspection and Maintenance Policy Amendments - Landry	80 - 84
4.14	Tree Planting on Town Owned Land Policy Amendments - Chambers	85 - 91
4.15	Water and General Capital Budget - Fawthrop	92 - 102
5.	<b>INFORMATION ITEM</b>	
5.1	Stadium Netting - MacDonald	103 - 104
6.	<b>INTERNAL COMMITTEE REPORTS</b>	
6.1	Planning Advisory Committee - Chambers	105 - 105
6.2	Amherst Board of Police Commissioners - Davidson	106 - 106
6.3	Audit Committee - Emery	107 - 107
6.4	Inclusion Diversity and Equity Committee - Davidson	108 - 108
6.5	Poverty Reduction Advisory Committee - Landry	109 - 109
7.	<b>EXTERNAL COMMITTEE REPORTS</b>	
7.1	Cumberland Public Libraries - Fawthrop	110 - 110
7.2	Cumberland YMCA - Fawthrop	111 - 111
7.3	Northern Region Solid Waste - Baker	112 - 112
7.4	L. A. Animal Shelter - Fawthrop	113 - 113
8.	<b>ADJOURNMENT</b>	

**TOWN OF AMHERST  
Regular Council Meeting**

**Minutes**

**Date:** February 26, 2024  
**Time:** 6:00 pm  
**Location:** Council Chambers, Town Hall

**Members Present**  
Mayor David Kogon  
Deputy Mayor Dale Fawthrop  
Councillor Charlie Chambers  
Councillor George Baker (via Zoom)  
Councillor Hal Davidson  
Councillor Leon Landry  
Councillor Lisa Emery

**Staff Present**  
Jason MacDonald, Chief Administrative Officer  
Aaron Bourgeois, Director, Operations  
Andrew Fisher, Director, Planning & Strategic Initiatives  
Dwayne Pike, Chief, Police Services  
Greg Jones, Director, Fire Services  
Kim Jones, Director, Corporate Communications  
Krista Crossman, Director, HR & Customer Services  
Sean Payne, Corporate Communications Officer  
Natalie LeBlanc, Municipal Clerk  
Cindy Brown, Administrative Assistant

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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. APPROVAL OF AGENDA/ACCEPTANCE OF MINUTES**

**3.1 Approval of the Agenda**

**Moved By Councillor Emery**

**Seconded By Councillor Baker**

**To approve the agenda as circulated.**

**Motion Carried**

**3.2 Acceptance of Minutes**

**3.2.1 January 22, 2024 Regular Council**

The Mayor called for any errors or omissions. There being none, the minutes of the January 22, 2024 regular meeting of Council were accepted as circulated.

**3.2.2 February 8, 2024 Public Hearing**

The Mayor called for any errors or omissions. There being none, the minutes of the February 8, 2024 Public Hearing were accepted as circulated.

**3.2.3 February 13, 2024 Special Council**

The Mayor called for any errors or omissions. There being none, the minutes of the February 13, 2024 special meeting of Council were accepted as circulated.

**4. REQUESTS FOR DECISION**

**4.1 2024 Municipal Election**

**Moved By Deputy Mayor Fawthrop**

**Seconded By Councillor Landry**

**That Council approve of the following recommendations for the 2024 Municipal Election:**

- **That Council authorize expenditures for the October 2024 Municipal Election;**
- **That Council gives authority to the CAO to determine the Tariff of Fees and Expenses for the 2024 Municipal Election;**
- **That Council appoint Kimberlee Jones as the Returning Officer for the 2024 Municipal Election and also appoint Natalie LeBlanc as the Assistant Returning Officer;**

- That Council agree to a full electronic/alternative voting method (internet and telephone) from Intelivote Systems Inc for the 2024 Municipal Election;
- That Council set the dates for the advance polling period from Thursday October 10, 2024 to the close of voting on regular election poll day October 19, 2024; and
- That Council authorizes the use of the Nova Scotia permanent registry of voters provided by Elections Nova Scotia as the preliminary list of electors.

Motion Carried

**4.2 15 & 31 East Victoria Street Development Agreement Second Reading  
 Moved By Councillor Landry  
 Seconded By Councillor Davidson  
 That Council give Second Reading of the Development Agreement for 15 and 31  
 East Victoria Street.**

Motion Carried

Case No: DA-2024-01

This Agreement made this X<sup>th</sup> Day of 2024.

Between:

**CASEY REALTY LIMITED** (owner of three abutting properties along Electric Street, East Victoria Street and Maple Avenue, Amherst [PIDs: 25508698, 25005430 and 25033747], hereinafter called the "Owner"),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy CP-15 of the Municipal Planning Strategy of the Town of Amherst, to construct a 3-story, 24-unit apartment building and a 6-storey mixed-use building on three abutting properties along Electric Street, East Victoria Street and Maple Avenue (PIDs: 25508698, 25005430 and 25033747 respectively).

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 XX<sup>th</sup> Day of [Month] 2024, 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:

- Schedule 'A' - Terms and Conditions
- Schedule 'B' - Property Location Map
- Schedule 'C' – Site Plan
- Schedule 'D' – Building Elevations

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

- 1) That the Owner is the registered owner of the aforesaid Land in the Town of Amherst, hereinafter called the "Land". The aforesaid Land is the only land in the Town of Amherst to which this Agreement applies, and the Land is illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may construct a maximum of a 24-unit, 3-level apartment building and a 6-storey mixed-use building on the said Land, 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**

\_\_\_\_\_  
Jim Furlong

**Schedule A PID 25508698, 25005430 and 25033747, Electric Street, Amherst**

Terms and Conditions:

**1.0 USE OF LAND AND BUILDINGS**

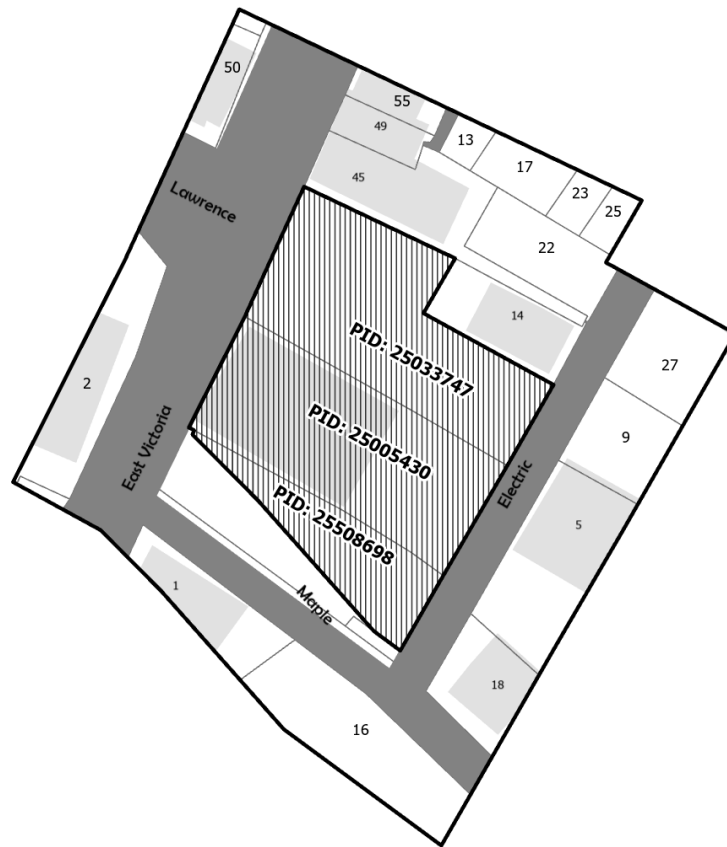
- 1.1 The use of the properties shall be limited to residential uses within a maximum of a 24-unit, 3-level apartment building and a 6-storey mixed use building that shall contain commercial uses on the ground floor and up to 62 dwelling units on the upper floors, in the general location as shown on Schedule 'C'. Additional commercial uses may be permitted on the upper floors by reducing the number of dwelling units.
- 1.2 A minimum of 100 parking spaces shall be provided on the Land and shall be generally configured as shown on Schedule 'C' on the surface level with the balance of parking spaces provided underground.
- 1.4 Accessory buildings may be permitted on the Land in accordance with the *Town of Amherst Land Use Bylaw* and shall not be considered a substantial change to this agreement.
- 1.5 The buildings shall generally conform to the designs shown on Schedule 'C' and 'D'. Variations to the architectural details and footprint of the dwellings may be permitted, to the satisfaction of the Development Officer. Such changes shall not be considered substantial.
- 1.6 The Owners shall be responsible for landscaping unpaved areas and maintenance on the Land.
- 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 the facility within twelve (12) months from the date an Occupancy Permit is issued for the first building constructed.

**2.0 GENERAL REQUIREMENTS**

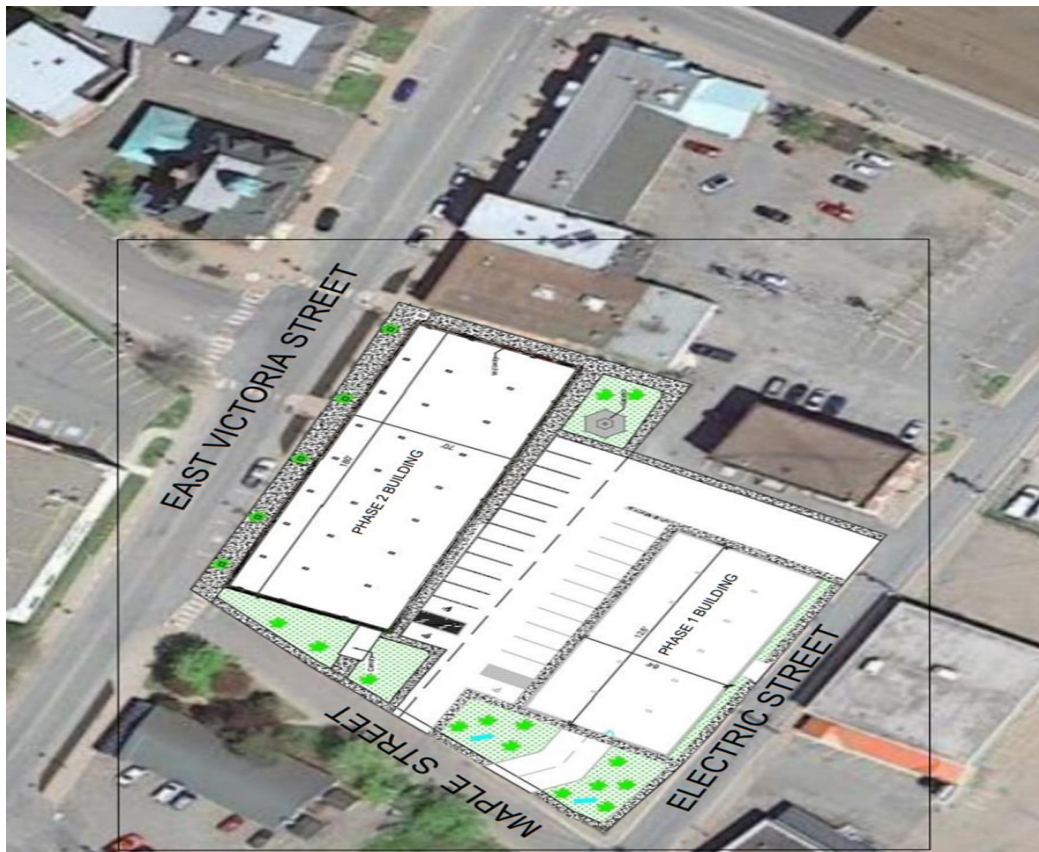
- 2.1 The Owner shall keep the Land, building and any portion thereof clean and in good repair. All elements of the development on the Land shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.

- 2.3 Solid waste management shall be in conformance with the Town of Amherst *Solid Waste Bylaw*.
- 2.4 The Owner shall be responsible for storm water management during and after construction.
- 2.5 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste.

**SCHEDULE 'B'**



**SCHEDULE 'C'**



**SCHEDULE 'D'**  
Phase 1 Building





**SCHEDULE 'C'  
Phase 2 Building**



**4.3 Dr. & Mrs. H.E. Christie Community Foundation Donation**

**Moved By Councillor Emery**

**Seconded By Deputy Mayor Fawthrop**

**That Council approve the request to receive a donation of \$35,250 from the Dr. & Mrs. H.E. Christie Community Foundation to fund the grants listed below:**

- \$18,000 to the Amherst Little League;
- \$2,000 to the Royal Canadian Legion Branch 10 Amherst;
- \$2,500 to the Amherst Pre-School Association; and
- \$12,750 to the Cumberland County Minor Hockey Association.

**Motion Carried**

**4.4 Salary Administration Policy Amendments**

**Moved By Councillor Chambers**

**Seconded By Councillor Baker**

**That Council approve the amendments to the Salary Administration Policy to add the position of Manager of Financial Services.**

**Motion Carried**

**TITLE: SALARY ADMINISTRATION POLICY**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO: 04530-01**

**APPROVAL DATE: September 25, 2023**

**CAO Signature: \_\_\_\_\_**

**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.

#### **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.

#### **STEP ADJUSTMENTS**

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:**

Mayor, Council and Directors of departments shall receive a monthly vehicle allowance of \$150.00.

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.

#### **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.
7. Determine salary ratings for temporary and casual positions.

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**  
January 1, 2019

**Town of Amherst**  
Salary Grid

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.

**APPENDIX B**  
October 1, 2023

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

Job Title	Step 1	Hourly Rate				
		Step 2	Step 3	Step 4	Step 5	
<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 Officer</b>	<b>15.13</b>	15.64	16.16	16.68	17.28	
<b>School Crossing Guards</b>	<b>15.13</b>	15.64	16.16	16.68	17.28	
<b>Ice Marshall</b>	<b>15.07</b>	15.55	16.08	16.59	17.18	
<b>Other</b>		Provincial Minimum Wage				
New Student		Provincial Minimum Wage				
Returning Student		Provincial Minimum Wage + \$1.00/hour				
Professional Student*		Provincial Minimum Wage + \$3.00/hour				

\* Applies to student employees enrolled in a professional post-secondary program for which the Town is requiring specialized educational requirements as a condition of employment. i.e. Engineering, Planning, Accounting, etc.

**APPENDIX C JOB CATEGORIES**

Category	Position
8	Director, Community Living
	Director, Communications and Information Technology
	Director, Finance
	Director, Fire Services
	Director, HR & Customer Services
	Director, Operations
	Director, Planning and Strategic Initiatives
<b>7a</b>	<b>Manager of Financial Services</b>
7	Engineering Technologist
	Public Works Foreman
6	Building Official
	Business Development Officer
	Community Well-Being Manager
	Engineering Technician
	Facility Manager
	IT Manager
	Land Use Planner
	Municipal Clerk
	Parks & Recreation Foreman
	Solid Waste Education and Coordination Officer
5	Exec Asst/Dispatch Coordinator
	Fire Inspector
4	Accounting Clerk/Accounts Payable
	Corporate Communications Officer (CCO)
	Dangerous and Unightly Premises Administrator
	Fire Fighter
	HR Administrator
	Procurement Coordinator
	Revenue Officer
3	Active Living Coordinator
	Administrative Assistant – Clerk's Office
	Bylaw Enforcement Officer
	Cashier/Customer Service
	Crime Prevention Coordinator
	Culture, Community Events & Marketing Coordinator
	Dispatcher
	IT Coordinator

	Water/Sewer Billing Clerk
2	Criminal Records Checks
1	Vacant

**APPENDIX C-1**  
April 1, 2024

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8	87,814	89,656	91,502	93,346	95,189	97,034	98,878	100,722
7a	80,200	81,654	83,111	84,566	86,022	87,478	88,933	90,389
7	72,585	73,652	74,719	75,786	76,854	77,921	78,988	80,055
6	60,481	62,314	64,148	65,981	67,814	69,647	71,481	73,314
5	53,620	55,078	56,535	57,992	59,449	60,906	62,363	63,820
4	52,037	53,357	54,676	55,996	57,315	58,635	59,954	61,273
3	43,753	45,519	47,285	49,051	50,816	52,582	54,349	56,114
2	40,247	41,252	42,256	43,260	44,264	45,269	46,272	47,277
1	37,566	38,452	39,339	40,226	41,112	41,999	42,886	43,772

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
<b>Chief Administrative Officer</b>	As indicated under "Scope of Responsibility"
<b>Directors and Managers</b>	As indicated under "Scope of Responsibility"

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
1. NS minimum wage updates; 2. Position name changes: Municipal Clerk, Dir. Corp. Communications + Info Technology, removal of GIS Coordinator, addition of Engineering Technician	Crossman: Director, HR and Customer Services	Council	March 27, 2023
Appendix B – amendment to the pay structure for student hourly rate of pay.	Director of HR & Customer Services	Council	April 24, 2023
NS minimum wage updates	Director of HR & Customer Services	Council	September 25, 2023
Addition of new position: Manager of Financial Services	Director of HR & Customer Services	Council	

**MINUTES REFERENCE DATE**

December 12, 2000	November 2, 2004 (See April 26, 2004 Minutes)	November 27, 2006
December 18, 2006	February 26, 2007	July 16, 2008
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
March 27, 2023	April 24, 2023	September 25, 2023

**4.5 Employment Equity Policy  
Moved By Councillor Davidson  
Seconded By Councillor Landry  
That Council approve the new Employment Equity Policy.**

**Motion Carried**

**TITLE:** EMPLOYMENT EQUITY POLICY  
**SECTION:** HUMAN RESOURCE MANAGEMENT  
**POLICY NO:** 4050-01

**APPROVAL DATE:** \_\_\_\_\_ **CAO Signature:** \_\_\_\_\_

**POLICY STATEMENT**

The Town of Amherst is committed to diversity and inclusion as it enriches and cultivates a culture of excellence. Attracting and leveraging a diverse workforce, and creating an environment that embraces inclusivity, ignites innovation and excellence in service delivery, engagement, and performance. Our commitment extends to achieving and sustaining a climate of Employment Equity throughout our organization, with the goal of guaranteeing that every employee enjoys a fair and equitable opportunity to engage in, and benefit from, all aspects of their employment experience.

**OBJECTIVES**

The objectives of this policy are to:

- Promote a culturally competent and inclusive workforce that values diversity by establishing working conditions that are free from barriers;
- Define the guiding principles that foster employment equity, diversity and a culturally proficient workplace that strives for inclusion;
- Assist with the identification and removal of barriers to employment and advancement.

**SCOPE**

This policy applies to all prospective and current employees of the Town, regardless of employment status, and shall be in compliance with the *Nova Scotia Human Rights Act, Employment Equity Act* and the *Dismantling Racism and Hate Act*.

**DEFINITIONS**

**Accessibility:** the quality of an environment that enables a person to access it with ease.

**Cultural Competence:** Attitudes, behaviors and policies which enable employees and organizations to work effectively and develop meaningful relationships with people of various cultural backgrounds.

**Disability:** a physical, mental, intellectual, cognitive, sensory, learning or communication impairment, or a functional limitation, whether apparent or not, and permanent, temporary or episodic in nature, that hinders a person’s full and equal participation in society when they face a barrier.

**Diversity:** the variety of identities found within an organization, group or society. Diversity is expressed through factors such as culture, ethnicity, religion, sex, gender, sexual orientation, age, language, education, ability, family status or socioeconomic status.

**Employment Equity:** encourages the establishment of working conditions that are free from barriers and seeks to correct conditions of disadvantage in employment.

**Equity:** the principle of considering people’s unique experiences and differing situations, and ensuring they have access to the resources and opportunities that are necessary for them to attain just outcomes.

**Fairness:** an accessible, consistent and transparent process that is impartial, based upon the principles of merit and equity.

**Inclusion:** the practice of using proactive measures to create an environment where people feel welcomed, respected and valued, and to foster a sense of belonging and engagement.

**Merit:** hiring and promoting individuals based on their ability to perform a job.

**Reasonable Accommodation:** Human rights legislation requires that employers have a duty to accommodate by providing reasonable accommodations to support the special needs of all employees, for example, improving accessibility to the workplace, religious observances, and alternative work arrangements. “Reasonable” imparts a duty to accommodate unless it would impose undue hardship on the employer.

**Systemic barrier:** a barrier that results from seemingly neutral systems, practices, policies, traditions or cultures, and that disadvantages certain individuals or groups of people.

**GUIDING PRINCIPLES**

**Fair Treatment**

We are committed to ensuring fair treatment for all employees, acknowledging, respecting, and accommodating different needs when reasonably possible.

**Inclusive Workplace**

We are committed to building an inclusive workplace by drawing on the ideas and talents of all employees.

**Diverse Workforce**

We recognize and embrace the unique perspectives and abilities of a qualified and diverse workforce, while valuing and appreciating the skills, creativity and innovation that diversity contributes to our team.

**Barrier-Free Organization**

We are committed to ensuring our systems, policies, practices and work environment are barrier-free and accessible.

**Integrated Approach**

We are committed to building diversity and inclusion into organizational plans, policies, practices and programs.

**Equal Opportunity Employer**

We are dedicated to achieving equity in the workplace. so that no person will be denied employment or promotional opportunities for reasons unrelated to ability. All individuals have the right of equal opportunity to employment and promotion without regard to race, nationality or ethnic origin, color, religion, age, gender, gender identity or expression, marital or family status, or disability.

**FOCUS: RECRUITMENT, SELECTION & HIRING**

- A. Eliminate biased language from job advertisements;
- B. Offer flexible working arrangements by default in job ads;
- C. Make job requirements clear, specific, and behavior-based;
- D. Use structured interviews and develop scoring systems and hiring criteria in advance.

**FOCUS: EMPLOYEE DEVELOPMENT & TRAINING**

- A. Advancing employment equity concepts in the workplace through education efforts;
- B. Including inclusion, diversity and equity training as a compulsory component of new employee orientation as well as for all hiring managers, human resources staff;
- C. Ensure inclusion and diversity training is integrated into all learning and development programs;
- D. Committing to the development of on-going, long term training strategies.

**FOCUS: PROMOTION & RETENTION**

- A. Ensuring transparency of promotion, pay and reward processes;
- B. Developing and implementing formal grievance procedures, offering employees alternative measures to address issues and offering resources for support networks;
- C. Performance assessments: using 360-degree evaluations to collect diverse performance information.

**FOCUS: WORKPLACE FLEXIBILITY & ACCESSIBILITY**

- A. Enhance workplace flexibility for all employees, allowing them to align professional responsibilities with other aspects of their lives.
- B. Make workplace or role accommodations available when reasonable and operationally viable.
- C. Improve support and flexibility in the workplace by ensuring that staff and Town Council members with disabilities have access to adaptive technologies, possible accommodations in the workplace, appropriate and supportive leave practices and return to work plans.

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
<b>Chief Administrative Officer</b>	The Chief Administrative Officer will: <ul style="list-style-type: none"> <li>a. Provide leadership in promoting the principles of employment equity throughout the organization;</li> <li>b. Assist in setting goals and objectives for achieving a diverse and inclusive workforce and incorporate these goals into the municipality’s broader strategic plans.</li> </ul>
<b>Director, HR</b>	The Director of HR will: <ul style="list-style-type: none"> <li>a. Be responsible for the effective implementation of the policy and the integration of the policy objectives into the organization’s HR processes and practices;</li> </ul>

	<ul style="list-style-type: none"> <li>b. Provide support for training and education programs related to employment equity;</li> <li>c. Monitor the effectiveness of the policy and related initiatives.</li> </ul>
<b>Directors and Managers</b>	Directors and Managers will: <ul style="list-style-type: none"> <li>a. Ensure a welcoming and respectful environment for all employees;</li> <li>b. Encourage and participate in the training and development of staff;</li> <li>c. Translate the principles of employment equity into tangible actions within their teams.</li> </ul>
<b>Employees</b>	Employees will: <ul style="list-style-type: none"> <li>a. Ensure a welcoming and respectful environment for all employees;</li> <li>b. Attend and participate in diversity, employment equity and/or inclusion training as required;</li> <li>c. Participate in the accommodation process when accommodations are necessary.</li> </ul>

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
<b>New Policy</b>	Director, HR and Customer Services	Council	

**MINUTES REFERENCE DATE:**

**RESOURCES**

- How to improve workplace equity: Evidence-based actions for employers, *Government of Canada* : <https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/reports/employers-improve-workplace.html>
- Employment Equity Act, *Government of Canada*: <https://laws-lois.justice.gc.ca/eng/acts/e-5.401/>
- Guide on Equity, Diversity and Inclusion Terminology, *Government of Canada*: <https://www.canada.ca/en/department-national-defence/maple-leaf/defence/2022/05/guide-equity-diversity-inclusion-terminology.html>
- Employment Equity Policy, *Government of Nova Scotia*: <https://novascotia.ca/treasuryboard/manuals/PDF/500/50203.pdf>
- Nova Scotia Human Rights Act: <https://nslegislature.ca/sites/default/files/legc/statutes/human%20rights.pdf>
- Nova Scotia Dismantling Racism and Hate Act: <https://nslegislature.ca/sites/default/files/legc/statutes/dismantling%20racism%20and%20hate.pdf>
- Anti-Bias and Inclusion, and Diversity and Culture: Strategies for Working with Differences, *Achieve Centre for Leadership*

**4.6 Tree Advisory Committee Policy Repeal  
 Moved By Councillor Baker  
 Seconded By Deputy Mayor Fawthrop  
 That Council repeal the Tree Advisory Committee Policy (64000-03).**

**Motion Carried**

TOWN OF AMHERST POLICY

NUMBER 64000-03  
 PAGE 11 of 13

**TITLE: TREE ADVISORY COMMITTEE**

Minutes reference date: 23 February 2009

**PURPOSE**

To establish a policy for the governance of the Amherst Tree Advisory Committee.

**BASIS**

To provide Council and staff direction related to Dutch Elm diseased trees within the Town of Amherst and to other issues related to trees within the community which are not the direct responsibility of the Town Engineer under the *Municipal Government Act*. Dutch Elm Disease continues to be a significant concern to all municipalities in Nova Scotia including the Town of Amherst. To ensure community involvement, the Town requires the assistance from concerned community members to provide their expertise and direction so that the spread of Dutch Elm disease can be curtailed.

**ROLE OF COMMITTEE**

The role of a Tree Advisory Committee is to:

1. Advise Council as required from time to time with data related to Dutch Elm diseased trees in Amherst and the spread of this disease.
2. The Committee will work with staff in determining appropriate strategies and actions for the treatment and/or removal diseased trees.
3. The Committee will provide advice regarding the species of trees that the Town should plant in place of the trees that have been removed.
4. The Committee will work with staff and consider any training opportunities or resources that the Town should be accessing in addressing Dutch Elm Disease Trees in Amherst.

5. The Committee will provide advice and direction on matters related to Trees within the Town of Amherst that Council may request from time to time.

**MEMBERSHIP:**

1. The Council shall appoint members of the Tree Advisory Committee by resolution.
2. All members shall be residents of the Town and shall include two members of Town Council and three citizen appointees.
3. The term for citizen appointees shall be three years, and members may be re-appointed to the Committee without limitations. Citizen appointee terms shall be by fiscal year.
4. In September of the last year of the term, an advertisement for citizen appointees shall be placed in the local newspaper. Council will appoint members for the new term prior to the end of that year.

**MEETINGS:**

1. Meetings will be scheduled by the Chairperson in consultation with staff. Generally meetings will commence at 12:00 noon.
2. The committee will meet at least three times annually. All meetings are open to the public.

**4.7 Appointments of Citizen to Boards, Committees and Commissions Policy Repeal Moved By Councillor Landry Seconded By Councillor Emery That Council repeal the Appointments of Citizens to Boards, Committees and Commissions Policy 10350-08.**

**Motion Carried**

TOWN OF AMHERST POLICY

NUMBER 10350-08  
PAGE 1 of 1

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DEPARTMENT: COUNCIL

TITLE: **APPOINTMENTS OF CITIZENS TO BOARDS, COMMITTEES & COMMISSIONS**

Minutes reference date: 8 September 1992 28 November 2011

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**POLICY STATEMENT**

1. All appointments to boards, committees and commissions shall be ratified by Town Council at a duly constituted meeting of Council.
2. All appointments shall be for a specific period of time and may be terminated by Council at any time.
3. Term and expiry of appointments shall be in accordance with the applicable committee terms of reference.
4. Only residents of Amherst shall be appointed to boards, committees and commissions unless the terms of reference provide for appointments of non-residents.
5. Solicitation for prospective appointees for boards, committees and commissions shall be obtained by advertising in the local media and on the Town's website.
6. Town employees or their family members shall not be eligible to sit as a member of any board, committee or commission. Employees shall act as resource persons only.
7. A citizen shall be eligible to serve on not more than two boards, committees or commissions at any one time.

**PURPOSE**

The purpose of this policy is to clarify the appointment of members to boards, committees and commissions.

**DEFINITIONS**

"Boards, committees and commissions" are those agencies, either operational or advisory, created by Council, the members of which are appointed to fulfill a specific mandate.

"Family members" shall include persons of an employee's immediate family.

**5. INTERNAL COMMITTEE REPORTS**

- 5.1 Planning Advisory Committee - Landry**  
Information item only; no direction given or action required.
- 5.2 Amherst Board of Police Commissioners - Davidson**  
Information item only; no direction given or action required.
- 5.3 Amherst Youth Town Council - Brennan**  
Information item only; no direction given or action required.
- 5.4 Accessibility Advisory Committee - Fawthrop**  
Information item only; no direction given or action required.
- 5.5 Inclusion Diversity and Equity Committee - Davidson**

Information item only; no direction given or action required.

**5.6 Poverty Reduction Advisory Committee - Landry**

**Moved By Deputy Mayor Fawthrop**

**Seconded By Councillor Landry**

**That further to the Basic Income Guarantee presentation given to the Poverty Reduction Advisory Committee, the CAO be directed to provide further information at the March Committee of the Whole regarding a Council resolution in support of the Basic Income Guarantee to be included in the Nova Scotia Registry of municipalities that support this initiative.**

**Motion Carried**

**6. EXTERNAL COMMITTEE REPORTS**

**6.1 Cumberland Public Libraries - Fawthrop**

Information item only; no direction given or action required.

**6.2 Cumberland YMCA - Fawthrop**

Information item only; no direction given or action required.

**6.3 Northern Region Solid Waste Management - Baker**

Information item only; no direction given or action required.

**6.4 L. A. Animal Shelter - Fawthrop**

Information item only; no direction given or action required.

**6.5 Senior Safety - Emery**

Information item only; no direction given or action required.

**6.6 Municipal Alcohol Project - Emery**

Information item only; no direction given or action required.

**7. ADJOURNMENT**

There being no further business, Mayor Kogon adjourned the meeting.

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Natalie LeBlanc  
Municipal Clerk

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David Kogon, MD  
Mayor

# SYNOPSIS

## ACCESSIBILITY ADVISORY COMMITTEE CITIZEN APPOINTMENT

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The Accessibility Advisory Committee assists Council in fulfilling its responsibilities relating to identifying, preventing and eliminating barriers to people with disabilities in municipal programs, services, initiatives and facilities. The Committee has six citizen appointments, one of which will expire March 31, 2024. Staff advertised for expressions of interest and received one application from current member Justin McKay seeking reappointment.

### **MOTION:**

**That Council reappoint Justin MacKay to the Accessibility Advisory Committee for a two-year term effective April 1, 2024 to March 31, 2026.**



**AMHERST TOWN COUNCIL**

**RFD# 2024023**

**Date: March 25, 2024**

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

**SUBMITTED BY:** Natalie LeBlanc, Municipal Clerk

**DATE:** March 25, 2024

**SUBJECT:** Citizen Appointment to the Accessibility Advisory Committee

---

**ORIGIN:** The term for one of our citizen appointees is expiring on March 31, 2024.

**LEGISLATIVE AUTHORITY:** Accessibility Advisory Committee Terms of Reference.

**RECOMMENDATION:** That Council reappoint Justin MacKay to the Accessibility Advisory Committee for a two-year term effective April 1, 2024 to March 31, 2026.

**BACKGROUND:** We currently have six citizen appointees on the Accessibility Advisory Committee. Justin MacKay's appointment will expire the end of March.

**DISCUSSION:** The Terms of Reference state that up to six members of the public may be appointed as voting members. Following the call for expressions of interest staff received one application from Justin MacKay who is seeking reappointment.

**FINANCIAL IMPLICATIONS:** There are no financial implications to these appointments.

**SOCIAL JUSTICE IMPLICATIONS:** Making this appointment will allow this Committee to continue to function with a full compliment of voting members.

**ENVIRONMENTAL IMPLICATIONS:** None relating to appointment of members.

**COMMUNITY ENGAGEMENT:** An ad appeared in The Casket on February 28, 2024 and March 6, 2024. Expressions of interest were also solicited through Town of Amherst social media, with a deadline of March 12, 2024.

**ALTERNATIVES:** Do not appoint at this time and readvertise for a citizen member.

**ATTACHMENTS:**

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Report prepared by: Natalie LeBlanc, Municipal Clerk

Report and Financial approved by:



# SYNOPSIS

## AMHERST BOARD OF POLICE COMMISSIONERS CITIZEN APPOINTMENTS

---

The Amherst Board of Police Commissioners acts as a liaison between the Amherst Police Department and Amherst Town Council. The terms for all three citizen appointments to the Board expire on March 31, 2024. Staff advertised for expressions of interest and received two applications, one from Sandy Fairbanks and one from Angela Ryan Bourgeois both seeking reappointment. Staff will readvertise seeking applications to fill the third vacancy.

### **MOTION:**

**That Council reappoint Sandy Fairbanks to the Amherst Board of Police Commissioners for a one-year term effective April 1, 2024 to March 31, 2025, and that Council also reappoint Angela Ryan Bourgeois to the Amherst Board of Police Commissioners for a two-year term effective April 1, 2024 to March 31, 2026.**

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

**SUBMITTED BY:** Natalie LeBlanc, Municipal Clerk

**DATE:** March 25, 2024

**SUBJECT:** Citizen Appointments to the Amherst Board of Police Commissioners

---

**ORIGIN:** Terms are expiring for the three citizen appointments on March 31, 2024.

**LEGISLATIVE AUTHORITY:** By-law Respecting the Amherst Board of Police Commissioners.

**RECOMMENDATION:** That Council reappoint Sandy Fairbanks to the Amherst Board of Police Commissioners for a one-year term effective April 1, 2024 to March 31, 2025, and that Council also reappoint Angela Ryan Bourgeois to the Amherst Board of Police Commissioners for a two-year term effective April 1, 2024 to March 31, 2026.

**BACKGROUND:** This Board currently has three citizen members whose appointments expire March 31, 2024.

**DISCUSSION:** Following the call for expressions of interest staff received two, one from current member Sandy Fairbanks and one from current member Angela Ryan Bourgeois, both seeking reappointment. Staff will readvertise for a member to fill the third vacancy.

**FINANCIAL IMPLICATIONS:** There are no financial implications to these appointments.

**SOCIAL JUSTICE IMPLICATIONS:** Making these appointments will give citizen representation on the Board.

**ENVIRONMENTAL IMPLICATIONS:** None relating to appointment of members.

**COMMUNITY ENGAGEMENT:** An ad appeared in The Casket on February 28, 2024 and March 6, 2024. Expressions of interest were also solicited through Town of Amherst social media, with a deadline of March 12, 2024.

**ALTERNATIVES:** Do not appoint at this time and readvertise for citizen members. This is not recommended as it will leave the Board with no citizen representation.

**ATTACHMENTS:**

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**AMHERST TOWN COUNCIL**

**RFD# 2024025**

**Date: March 25, 2024**

Report prepared by: Natalie LeBlanc, Municipal Clerk

Report and Financial approved by:



# SYNOPSIS

## NORTH TYNDAL WELLFIELD ADVISORY COMMITTEE CITIZEN APPOINTMENT

---

The North Tyndal Wellfield Advisory Committee is an intermunicipal committee that advises Council with respect to policy issues to do with the protection of the groundwater quality within the wellfield. Both the Town of Amherst and the Municipality of the County of Cumberland each appoint one citizen member to this Committee. The term for our citizen appointment will expire on March 31, 2024. Staff advertised for expressions of interest and received one application from Keith Thompson seeking reappointment.

### **MOTION:**

**That Council reappoint Keith Thompson to the North Tyndal Wellfield Advisory Committee for a one- year term effective April 1, 2024 to March 31, 2025.**



**AMHERST TOWN COUNCIL**

**RFD# 2024024**

**Date: March 25, 2024**

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

**SUBMITTED BY:** Natalie LeBlanc, Municipal Clerk

**DATE:** March 25, 2024

**SUBJECT:** Citizen Appointment to the North Tyndal Wellfield Advisory Committee

---

**ORIGIN:** Our citizen appointment term expires on March 31, 2024.

**LEGISLATIVE AUTHORITY:** North Tyndal Wellfield Advisory Committee Policy.

**RECOMMENDATION:** That Council reappoint Keith Thompson to the North Tyndal Wellfield Advisory Committee for a one- year term effective April 1, 2024 to March 31, 2025.

**BACKGROUND:** This Committee is an intermunicipal committee, with a citizen member appointed from both the Town and the County. Mr. Thompson is our current appointee and his appointment will expire the end of March.

**DISCUSSION:** Following the call for expressions of interest staff received one application from Keith Thompson who is seeking reappointment.

**FINANCIAL IMPLICATIONS:** There are no financial implications to this appointment.

**SOCIAL JUSTICE IMPLICATIONS:** Making this appointment will fill the requirement of having a Town of Amherst citizen appointed to this Committee.

**ENVIRONMENTAL IMPLICATIONS:** None relating to appointment of members.

**COMMUNITY ENGAGEMENT:** An ad appeared in The Casket on February 28, 2024 and March 6, 2024. Expressions of interest were also solicited through Town of Amherst social media, with a deadline of March 12, 2024.

**ALTERNATIVES:** Do not appoint at this time and readvertise for a citizen member.

**ATTACHMENTS:**

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Report prepared by: Natalie LeBlanc, Municipal Clerk  
 Report and Financial approved by:



# SYNOPSIS

## PLANNING ADVISORY COMMITTEE CITIZEN APPOINTMENT

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The Planning Advisory Committee advises Council with respect to land use planning matters, and also acts and the Dangerous and Unsightly Committee and the Heritage advisory Committee. The term for one of the citizen appointments to this Committee will expire on March 31, 2024. Staff advertised for expressions of interest and received one application from current member Jim Lamplugh seeking reappointment.

### **MOTION:**

**That Council reappoint Jim Lamplugh to the Planning Advisory Committee for a two-year term effective April 1, 2024 to March 31, 2026.**



## AMHERST TOWN COUNCIL

RFD# 2024027

Date: March 25, 2024

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

**SUBMITTED BY:** Natalie LeBlanc, Municipal Clerk

**DATE:** March 25, 2024

**SUBJECT:** Citizen Appointment to the Planning Advisory Committee

---

**ORIGIN:** One of our PAC citizen appointments expires March 31, 2024.

**LEGISLATIVE AUTHORITY:** Planning Advisory Committee Policy.

**RECOMMENDATION:** That Council reappoint Jim Lamplugh to the Planning Advisory Committee for a two-year term effective April 1, 2024 to March 31, 2026.

**BACKGROUND:** The Planning Advisory Committee has three citizen appointee members, one of the terms will expire March 31, 2024.

**DISCUSSION:** Following the call of expressions of interest, staff received one application from current member Jim Lamplugh seeking reappointment.

**FINANCIAL IMPLICATIONS:** There are no financial implications regarding committee appointments.

**COMMUNITY ENGAGEMENT:** A notice was placed in The Casket on February 28, 2024 and March 6, 2024, as well as on Town of Amherst social media advertising for this appointment, with a March 12, 2024 deadline for applications.

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

**SOCIAL JUSTICE IMPLICATIONS:** Making this appointment will allow this committee to continue to function with a full compliment of voting members.

**ALTERNATIVES:** Do not reappoint at this time and readvertise for members.

**ATTACHMENTS:**

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Report prepared by: Natalie LeBlanc, Municipal Clerk

Report and Financial approved by:



# SYNOPSIS

## POVERTY REDUCTION ADVISORY COMMITTEE AND INCLUSION, DIVERSITY AND EQUITY COMMITTEE CITIZEN APPOINTMENTS

---

The Poverty Reduction Advisory Committee has the ability to appoint up to six citizen members. This Committee currently has six citizen appointees however two of these appointments will expire on March 31, 2024. The Inclusion, Diversity and Equity Committee has the ability to appoint up to five citizen appointees, the citizen membership on this committee was full until one of the members recently resigned. One of the applicants for the Poverty Reduction Advisory Committee learned of the recent vacancy on the Inclusion, Diversity and Equity Committee and expressed interest in serving on both committees. It is felt having a citizen appointed to both of these committees would be beneficial.

### **MOTION:**

**That Council appoint Mason Byer to both the Poverty Reduction Advisory Committee and the Inclusion, Diversity and Equity Committee, and appoint Cynthia Dyke to the Poverty Reduction Advisory Committee for one-year terms effective April 1, 2024 to March 31, 2025.**



## AMHERST TOWN COUNCIL

RFD# 2024030

Date: March 25, 2024

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

**SUBMITTED BY:** Natalie LeBlanc, Municipal Clerk

**DATE:** March 25, 2024

**SUBJECT:** Citizen Appointments to the Poverty Reduction Advisory Committee and Inclusion, Diversity and Equity Committee

---

**ORIGIN:** Two of our Poverty Reduction Advisory Committee citizen appointments expire March 31, 2024. Further to this, one of our citizen appointees to the Inclusion, Diversity and Equity Committee recently resigned from their appointment.

**LEGISLATIVE AUTHORITY:** Poverty Reduction Advisory Committee Terms of Reference, Inclusion, Diversity and Equity Committee Terms of Reference

**RECOMMENDATION:** That Council appoint Mason Byer to both the Poverty Reduction Advisory Committee and the Inclusion, Diversity and Equity Committee, and appoint Cynthia Dyke to the Poverty Reduction Advisory Committee for one-year terms effective April 1, 2024 to March 31, 2025.

**BACKGROUND:** The Poverty Reduction Advisory Committee has the ability to appoint up to six citizen members. This Committee currently has six citizen members however two of these appointments will expire on March 31, 2024. The Inclusion, Diversity and Equity Committee has the ability to appoint up to five citizen members, one of these members recently resigned from the Committee.

**DISCUSSION:** Following the call for expressions of interest for the Poverty Reduction Advisory Committee, staff received three applications, one from Mason Byer, one from Cynthia Dyke and one from current member Lynne Welton. A late submission was also received from current member Melissa Johnson. Although the vacant position on the Inclusion, Diversity and Equity Committee was not advertised for as the vacancy occurred after the call for expressions of interest was issued, Mason also expressed interest in serving on this Committee as well. Staff feel having this citizen appointed to both the PRAC and IDEC could be very beneficial.

**FINANCIAL IMPLICATIONS:** There are no financial implications regarding committee appointments.

**COMMUNITY ENGAGEMENT:** A notice was placed in The Casket on February 28, 2024 and March 6, 2024, as well as on Town of Amherst social media advertising for the PRAC appointment, with a March 12, 2024 deadline for applications.



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

**SOCIAL JUSTICE IMPLICATIONS:** Making these appointments will give both of these Committees a full compliment of voting members.

**ALTERNATIVES:** Do not appoint at this time and readvertise for members.

**ATTACHMENTS:**

---

Report prepared by: Natalie LeBlanc, Municipal Clerk

Report and Financial approved by:

# SYNOPSIS

## Provincial Volunteer Award Nominations

---

The Province of Nova Scotia celebrates volunteers nominated by organizations and communities at the annual Provincial Volunteer Awards Ceremony. This year's event will take place on September 18, 2024, where the premier, lieutenant-governor and minister of the volunteer sector will present awards to volunteer representatives from each municipality.

In February 2024, the Town of Amherst made a public call for nominations of volunteers who deserve special recognition. While many quality nominations were received, unfortunately we can only submit one name in each of the following categories: Provincial Volunteer Award, Family Volunteer and Youth Volunteer of the year. No nominations were received for the Family category.

The Town thanks all volunteers within our community who go above and beyond to make Amherst a truly special place to live. The Town of Amherst will be honored to recognize all nominated individuals at an event hosted in Amherst on April 18, 2024.

### **MOTION:**

**That Council nominate Terry McManaman as the Amherst Volunteer of the Year, and Kiahna Brennan as the Youth Volunteer of the Year to be recognized at the Nova Scotia Ceremony.**



**AMHERST TOWN COUNCIL**

**RFD# 2024028**

**Date: March 25, 2024**

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

**SUBMITTED BY:** Sharon Bristol Director, Community Living

**DATE:** March 25, 2024

**SUBJECT:** Provincial Volunteer Award - Nominations

---

**ORIGIN:** Provincial Volunteer Week.

**LEGISLATIVE AUTHORITY:** Municipal Government Act Section 47.

**RECOMMENDATION:** That Council nominate Terry McManaman as the Amherst Volunteer of the Year, and Kiahna Brennan as the Youth Volunteer of the Year to be recognized at the Nova Scotia Ceremony.

**BACKGROUND:** The Province of Nova Scotia celebrates volunteers nominated by organizations and communities at the annual Provincial Volunteer Awards Ceremony. This year's event will take place on September 18, 2024, where the premier, lieutenant-governor and minister of the volunteer sector will present awards to volunteer representatives from each municipality.

In January 2024, the Town of Amherst made a public call for nominations of volunteers who deserve special recognition. All nominated individuals will be recognized in person at an event hosted in Amherst on April 18, 2024. Details on the Amherst Volunteer Reception will be announced at a later date.

From the nominations received, the Town of Amherst is eligible to submit a name(s) for a Provincial Volunteer Award Category, Family and Youth Volunteer of the year, who will be recognized at the Nova Scotia Ceremony. Nominations were received for Adult and Youth Volunteer. No applications were received in the family category.

**DISCUSSION:** 34 applications were received. Attached is the document which outlines the volunteer applications, the criteria used to evaluate and make a recommendation to Council. Staff have reviewed the applications, scored them using criteria for years of service and community impact. The top 4 nominations for Volunteer of the Year are:

Terry McManaman score 24  
Cheryl MacKenzie score 24  
Justin MacKay score 20  
Vivienne Hudson score 19



Staff are recommending that Kiahna Brennan be forwarded as Youth Volunteer of the Year as she is a champion for social justice and has served her community well at her young age.

**FINANCIAL IMPLICATIONS:** The event to celebrate Amherst Volunteers is anticipated to cost \$1000 and it is anticipated there may be some cost for travel for the Amherst Volunteer of the year to attend the Awards Ceremony in September.

**COMMUNITY ENGAGEMENT:** There will be a Town of Amherst event in April to recognize our volunteers.

**ENVIRONMENTAL IMPLICATIONS:** No implications indicated.

**SOCIAL JUSTICE IMPLICATIONS:** Volunteers play a key role in the community and recognition of their contributions is important to all aspects of our community.

**ALTERNATIVES:** Do not put names forward for the provincial award.

**ATTACHMENTS:**

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# SYNOPSIS

## BASIC INCOME GUARANTEE RESOLUTION

---

In September 2022, Amherst Town Council passed a motion to have the Mayor send a letter of support to the Prime Minister on Basic Income Guarantee. This was a result of a resolution passed at the Atlantic Mayors Congress in June 2022.

In February 2024 the Poverty Reduction Advisory Committee heard a presentation from Elizabeth (Mandy) Kay-Raining Bird, the Chair of Basic Income Nova Scotia. Further to the presentation, the Committee passed a motion that the CAO be directed to provide further information at the March Committee of the Whole regarding a Council resolution in support of the Basic Income Guarantee to be included in the Nova Scotia Registry of municipalities that support this initiative. At that time, a motion was passed to forward the issue to Council to approve of a resolution in support of the Basic Income Guarantee to be included in the Nova Scotia Registry.

### **MOTION:**

**That the Town of Amherst register the September 2022 letter of support for Basic Income Guarantee with Basic Income Nova Scotia to ensure our support is included with the other municipalities.**

---

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

**SUBMITTED BY:** Sharon Bristol, Director, Community Living

**DATE:** March 25, 2024

**SUBJECT:** Basic Income Guarantee Resolution

---

**ORIGIN:** Ongoing conversations around the Basic Income Guarantee.

**LEGISLATIVE AUTHORITY:** MGA Citizen advisory committees

26 The council may establish, by policy, citizen advisory committees which shall advise the council, as directed by the council. 1998, c. 18, s. 26.

**RECOMMENDATION:** That the Town of Amherst register the September 2022

letter of support for Basic Income Guarantee with the Nova Scotia Basic Income organization to ensure our support is included with the other municipalities.

**BACKGROUND:** In September 2022, Amherst Town Council passed a motion to have the Mayor send a letter of support to the Prime Minister on Basic Income Guarantee.

**Moved By Councillor Landry**

**Seconded By Councillor Davidson**

**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.**

**Motion Carried**

This was a result of the Atlantic Mayors Congress resolution passed in June 2022. The letter detailing the resolution and the support of the Town of Amherst is attached. At the February 2024 Council the following motion was made:

**Moved By Deputy Mayor Fawthrop**

**Seconded By Councillor Landry**

**That further to the Basic Income Guarantee presentation given to the Poverty Reduction Advisory Committee, the CAO be directed to provide further information at the March Committee of the Whole regarding a Council resolution in support of the Basic Income Guarantee to be included in the Nova Scotia Registry of municipalities that support this initiative.**

**Motion Carried**





**AMHERST TOWN COUNCIL**

**RFD# 2024034**

**Date: March 25, 2024**

At the March Committee of the Whole the following motion was made:

**Moved By Deputy Mayor Fawthrop  
Seconded By Councillor Landry  
That Council forward to the March 25, 2024 regular meeting of Council approval to send the letter of support for a Basic Income Guarantee to the Basic Income Nova Scotia Society to ensure our support is included with the other municipalities.  
Motion Carried**

**DISCUSSION:** In February 2024 the Poverty Reduction Advisory Committee heard a presentation from Elizabeth (Mandy) Kay-Raining Bird the chair of Basic Income Nova Scotia. In addition to this the Mayor, Deputy Mayor Fawthrop, Councillor Landry and staff also attended a local Basic Income Guarantee in Springhill hosted by the United Way and Community Health Boards.

**FINANCIAL IMPLICATIONS:** None.

**SOCIAL JUSTICE IMPLICATIONS:** This will allow all residents to have more opportunities to thrive in our community thereby enhancing the quality of life for everyone.

**ENVIRONMENTAL IMPLICATIONS:** None

**COMMUNITY ENGAGEMENT:** None

**ALTERNATIVES:** Decline acceptance of the recommendation.

**ATTACHMENTS:** Letter of Support to the Prime Minister

---

Report prepared by: Sharon Bristol  
Report and Financial approved by:





October 18, 2022

Office of the Prime Minister  
80 Wellington Street  
Ottawa, ON  
K1A 0A2

Dear Prime Minister Trudeau,

At a recent Atlantic Mayors Congress meeting a Resolution was passed advocating for a National Guaranteed Livable Basic Income. Due to the growing crisis of available affordable housing and rising food and energy costs the impacts of poverty have put considerable unsustainable pressure on our limited resources to deliver necessary public services and social supports as we struggle to keep up with downloaded responsibilities.

The resolution is as follows:

#### **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 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.

As Mayor of the Town of Amherst I am in full support of this resolution and call on you to act on this request.

Yours truly,

A handwritten signature in blue ink, appearing to read 'DKogon', with a stylized flourish extending from the end.

Mayor David Kogon, MD  
Town of Amherst, NS

# SYNOPSIS

## 12 HAVELOCK STREET LEASE RENEWAL

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In 2019 the Town entered into a 5-year renewable lease with the owner of 10 Havelock Street to allow for a six-foot-wide walkway across town greenspace at 12 Havelock Street that provides access to an entrance on the side of the building.

The attached agreement renews the 2019 lease for another 5-years and sets the annual lease rate at \$123, plus HST, which represents the original lease rate adjusted by the Consumer Price Index.

### **MOTION:**

**That Council approve the renewal of a 5-year lease agreement with the owner of 10 Havelock Street to lease a portion of the park space at 12 Havelock Street for purpose of a walkway and a ground sign, and authorize the Mayor and CAO to sign on the Town's behalf.**

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

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

**DATE:** March 25, 2024

**SUBJECT:** 12 Havelock Street – Lease renewal of Town Land

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**ORIGIN:** In 2019 Council entered into a 5-year renewable lease agreement for a walkway with the property owner of 10 Havelock Street.

**LEGISLATIVE AUTHORITY:** Municipal Government Act (MGA) section 50(5) requires that Town-owned land must be leased at market rates.

**RECOMMENDATION:** That Council approve the renewal of a 5-year lease agreement with the owner of 10 Havelock Street to lease a portion of the park space at 12 Havelock Street for purpose of a walkway and a ground sign, and authorize the Mayor and CAO to sign on the Town’s behalf.

**BACKGROUND:** In 2019, the Town entered into a lease with the building owner (Kevin Nelson) to allow for a six-foot-wide walkway providing access to the new entrance on the side of the building. To facilitate the lease Council declared this property surplus to its needs, and established market rate by an Altus Group appraisal.

The 2012 appraisal recommended a lease rate of \$0.30 per square foot per annum. The 2013 agreement leased the property for \$100 per year. The lease agreement stipulated for any additional five-year term, the rent shall be adjusted upwards based on the Consumer Price Index compounded annually. In the expired lease agreement from 2019, the adjustment for CPI lease value was \$106 per year. The adjusted value for CPI for a lease agreement in 2024 would be \$123.00 per year.

**FINANCIAL IMPLICATIONS:** There would be the benefit of \$123 plus CPI adjustment for 5 years.

**COMMUNITY ENGAGEMENT:** Not necessary for this issue.

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

**SOCIAL JUSTICE IMPLICATIONS:** None pertaining to this issue.

**ALTERNATIVES:** Do not renew the lease agreement.

**ATTACHMENTS:** Draft lease agreement

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Report prepared by: J. Bacon  
Report and Financial approved by:



**THIS LEASE** made this \_\_\_ day of \_\_\_\_\_, 2024 effective as of \_\_\_\_\_

BETWEEN:

**TOWN OF AMHERST**, a body corporate,  
(herein called the “Lessor”)

OF THE ONE PART

- and –

**Kevin Nelson of the County of Cumberland**, Province of Nova Scotia  
(herein after called the “Lessee”)

OF THE OTHER PART

**WITNESSETH THAT:**

1. In this Lease,
  - (a) The “Lessor’s Lands” means the lands of the Lessor situate at 12 Havelock Street, Amherst, Cumberland County, Province of Nova Scotia (PID No. 25028713);
  - (b) “Demised Premises” means the lot of land forming part of the Lessor’s lands known as PD 25028713, 12 Havelock Street, Amherst, County of Cumberland, Nova Scotia, and more particularly shown in Schedule “A” to this Lease;
  - (c) “Lessor” means Town of Amherst, a body corporate;
  - (d) “Lessee” means Kevin Nelson, owner of 10 Havelock Street, successors, assigns, servants, agents, licensees, workmen, contractors and guests;

**DEMISE**

2. In consideration of the rents hereby reserved and the covenants herein contained, the Lessor hereby leases to the Lessee the Demised Premises, for a term of five (5) years beginning February 1, 2024 and ending January 31, 2029 and upon agreement of both parties renewable for two five-year terms thereafter, for the following purposes:
  - (a) A six (6) foot wide walkway on the Demised Premises from the sidewalk on Ratchford Street to the side of the building located at 10 Havelock Street, the purpose of said walkway being to allow employees and patrons access to the said building.
  - (b) A ground sign in compliance with the Amherst Land Use Bylaw and no greater than eight (8) square feet in area located within ten (10) feet of said walkway to be used for the sole purpose of advertising the business located at 2 Ratchford Street, a tenant of the Lessee.

## **RENT**

3. The Lessee shall pay to the Lessor as rent the sum of One Hundred and Twenty-Three Dollars (\$123) per year plus applicable Harmonized Sales Tax, payable yearly in advance from the date upon which the lease term commences.

The rent for any additional five year term shall be adjusted upward (but not downward) in an amount proportionate to the increase, if any, of the value of the Demised Premises as established by the "Consumer Price Index" published by Statistics Canada and compounded annually as appropriate.

## **LESSOR'S COVENANTS**

4. The Lessor covenants with the Lessee as follows:
  - (a) The Lessor has good and marketable title to the Demised Premises and full and absolute right to lease the Demised Premises and so long as the Lessee is not in default of any of the terms of this Lease, the Lessee shall have the right to utilize the Demised Premises for employee and customer access to the building located at 10 Havelock Street;
  - (b) The Lessee may terminate this Agreement upon three (3) months' written notice given by the Lessee to the Lessor, provided however any rent paid in advance to the Lessor shall not be refundable to the Lessee;
  - (c) The Lessee may not sub-lease any portion of the land or sign to another party without written consent of the Lessor. Such consent may cause a change in the amount of rent paid by the Lessee to the Lessor.

## **LESSEE'S COVENANTS**

5. The Lessee covenants with the Lessor as follows:
  - (a) The Lessee shall indemnify and save harmless the Lessor from and against all or any actions, claims or demands that may be lawfully brought against the Lessor by reason of anything done by the Lessee, its agents or contractors or anything placed on the Demised Premises by the Lessee its agents or contractors;
  - (b) Upon expiry or earlier termination of this Lease, and within three months thereafter, the Lessee shall remove the walkway and restore the Demised Premises to its original condition.

- (c) The Lessee will promptly discharge any Mechanics Liens filed against the Demised Premises with respect to work done for the benefit of or at the request of the Lessee, provided that the Lessee may in good faith contest any lien in a court or tribunal having jurisdiction and, further provided that the entry into this Lease by the Lessor shall not constitute a consent by the Lessor under the *Builders' Lien Act*, R.S.N.S., 1989, c. 277 in respect of Section 8(2) of the *Act*.
- (d) The Lessee will make good any damage to the Lessor's Lands resulting from installation of and subsequent maintenance to the Walkway and related equipment.
- (e) The Lessee will, in its occupancy of the Demised Premises, comply with all laws, regulations and rulings of any government or governmental organization having lawful jurisdiction.
- (f) The Lessee shall not have exclusive rights over the Demised Premises and for further clarity, members of the public utilizing the park located at 12 Havelock Street shall have the right to cross the walkway in their utilization of the said park.
- (g) The Lessee shall not install any obstruction, fence, barrier or other device which will obstruct the full utilization of the park located at 12 Havelock Street.
- (h) The Lessor may terminate this Agreement upon three (3) months' written notice given by the Lessor to the Lessee.

#### **FOREFEITURE AND RE-ENTRY**

- 6. If the Lessee should be in default of any of the terms of this Lease and if the Lessee should fail to cure such default within thirty (30) days after the Lessor gives the Lessee written notice of such default or if the Lessee shall become bankrupt or make a general assignment for the benefit of its creditors, then the Lessor may enter upon the Demised Premises and every part thereof and thence forth this Lease shall be void; provided, however, if the default by the Lessee can only be cured by the performance of labour or the furnishing of materials and if such labour cannot easily be completed or such materials reasonably obtained and utilized within thirty (30) days, such default shall not be deemed to continue if the Lessee proceeds promptly with such work as may be necessary to cure the default and continues diligently to complete the same. The Lessee shall thereupon remove all its fixtures in accordance with Article 5 of this Lease.

#### **ARBITRATION**

- 7. Any unresolved disputes between the parties arising out of this Lease shall be resolved by arbitration between the parties by reference to a single arbitrator subject to the provisions of the *Commercial Arbitration Act* of Nova Scotia.

#### **NOTICES**



**SCHEDULE 'A'**



# SYNOPSIS

## CUMBERLAND YMCA CONTRIBUTION AGREEMENT

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The Cumberland YMCA operates in Downtown Amherst and provides an array of quality and caring services to the residents of the area. With approximately 2000 active members the YMCA provides the usual pool, gymnasium and fitness activities to its members. In addition, the YMCA provides childcare services throughout Cumberland County as well as homelessness and housing support to those in need. They operate an affordable housing complex in Amherst, and hope to add to their portfolio in this regard. In addition to the above, the YMCA is a local meeting place where all visitors and members feel welcome and included.

The Town of Amherst has had a long-term relationship with the YMCA and in 2019 signed a five-year funding agreement which provided the YMCA with an operating grant of \$100,000 (adjusted for inflation annually). A new agreement has been negotiated between the Town CAO and the YMCA CEO Trina Clarke which will see this partnership continue.

The essential elements of the agreement remain the same and are:

- a. A five-year term with a provision to negotiating an extension or new agreement at the end of the term
- b. A number of reporting requirements detailed in the agreement
- c. A seat on the YMCA Board for a member of Amherst Town Council
- d. Annual contribution of \$121,210, adjusted annually for inflation.

### **MOTION:**

**That Council approve the contribution agreement with the Cumberland YMCA, and authorize the CAO and Mayor to sign on the Town's behalf.**



## AMHERST TOWN COUNCIL

RFD# 2024029

Date: March 25, 2024

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

**SUBMITTED BY:** Jason MacDonald, Chief Administrative Officer

**DATE:** March 25, 2024

**SUBJECT:** YMCA Contribution Agreement

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**ORIGIN:** Current agreement expires March 31, 2024

**LEGISLATIVE AUTHORITY:** MGA Section 65 Power to Expend Money (au) a grant or contribution to (v) any charitable, nursing, medical, athletic, educational, environmental, cultural, community, fraternal, recreational, religious, sporting or social organization within the Province

**RECOMMENDATION:** That Council approve the contribution agreement with the Cumberland YMCA, and authorize the CAO and Mayor to sign on the Town's behalf.

**BACKGROUND:** The 2018/19 operating and capital budgets, passed by Council included a change in the nature of support to the Cumberland YMCA. Previously, the Town provided a range of in-kind services including solid waste collection, water rate absorption and accounting services as well as a reimbursement of operating costs related to the swimming pool. With the new budget this support has been changed to an annual cash contribution of \$100,000 plus CPI. During consultations with the Cumberland YMCA leading up to this change, the Town committed to negotiating a long term funding agreement with the Cumberland YMCA. This agreement was signed, and expires on March 31, 2024.

**DISCUSSION:** The CAO met with YMCA CEO Trina Clarke on several occasions and has negotiated the attached agreement. Ms. Clarke has also agreed to recommend the agreement for approval to the YMCA Board at its next meeting.

The essential elements of the agreement remain the same and are:

- a. A five year term with a provision to negotiating an extension or new agreement at the end of the term
- b. A number of reporting requirements detailed in the agreement
- c. A seat on the Board for a member of Council
- d. Annual contribution of \$121,210, adjusted annually for inflation

**FINANCIAL IMPLICATIONS:** This amount is accommodated annually in our operating budget.

**COMMUNITY ENGAGEMENT:** Cumberland YMCA was consulted and participated in the negotiation of this agreement

**ENVIRONMENTAL IMPLICATIONS:** None identified at this time.



**SOCIAL JUSTICE IMPLICATION:** This funding will assist the YMCA with continuing to provide several programs to residents in our community.

**ALTERNATIVES:**

- 1) Approve the draft agreement as recommended and forward to Council for approval;
- 2) Decline to approve the agreement and make the cash contributions without an agreement;
- 3) Provide direction on changes to the agreement.

**ATTACHMENTS:**

- 1) Draft contribution agreement

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Report prepared by: Jason MacDonald, Chief Administrative Officer  
Report and Financial approved by:

**THIS FUNDING AGREEMENT** dated the 1<sup>st</sup> day of April, 2024.

**BETWEEN:**

**THE TOWN OF AMHERST**, and the Municipal Corporation with its head office located at 98 East Victoria Street, Amherst, Nova Scotia (the “Town”)

**OF THE FIRST PART**

-and-

**THE CUMBERLAND YMCA**, a Society incorporated pursuant to the Societies Act of Nova Scotia (“the Cumberland YMCA”)

**OF THE SECOND PART**

**WHEREAS** the Town has been requested by the Cumberland YMCA to provide financial assistance in order to maintain its level of services to the Community;

**AND WHEREAS** the parties to this Agreement wish to ensure that the Cumberland YMCA continues to remain financially sustainable;

**AND WHEREAS** the parties to this agreement wish to set out their respective rights and obligations with respect to the provision of said funding;

**IN CONSIDERATION** of the premises and the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

**1. Effective Date**

1.1 The parties agree to enter into this funding agreement, effective the day of the 1<sup>st</sup> day of April, 2024, and subject to the terms, conditions and stipulations set forth herein.

**2. Term of Agreement**

2.1 Term. Subject to any provisions contained herein, this Agreement shall be in effect from the date set out herein, up to and including March 31, 2029.

2.2 End of Funds. Notwithstanding anything in this Agreement, the Town shall not be obligated to provide funds pursuant to this Agreement after March 2029.

2.3 The parties shall, no later than October 1, 2028, meet with the purpose of negotiating either an extension to this agreement or a completely new agreement.

**3. Requirements**

3.1 As the basis of this funding is the financial need of the Cumberland YMCA, the Cumberland YMCA undertakes to provide the Town with reports, including but not limited to quarterly statements of revenue and expenditures, an annual report on program and services, strategic, risk management and business plans as they are updated, board meeting minutes on a quarterly basis, annual audited financial statements and other information reasonably requested by the Town from time to time.

- 3.2 The Cumberland YMCA recognizes that the pool is an integral part of its organization and funding and agrees to keep the pool open, operational and utilized to deliver programs to the Community.
- 3.3 The Cumberland YMCA agrees that it will, through its Board of Directors, continue to develop, implement, and revise its strategies, risk management and business plans based on its financial position and assessment of community needs.
- 3.4 The Cumberland YMCA agrees that a member of the Town's Council shall be a member of the Cumberland YMCA Board of Directors.
- 3.5 The Town shall not be obligated to provide funds pursuant to this Agreement should the Cumberland YMCA become unsustainable, as evidenced by significant program reduction or partial or complete facility closure.

#### **4. Funds**

- 4.1 The Town agrees during the term of this Agreement, and subject to the conditions contained herein, to provide to the Cumberland YMCA a contribution to its operational requirements.
- 4.2 The parties agree that the maximum operational funding to be provided to the Cumberland YMCA is \$121,210 annually (subject to CPI indexing described below) payable in four equal installments on April 1, July 1, October 1 and January 1 of each year.
- 4.3 The maximum annual funding shall be adjusted on April 1 of each year during the life of the Agreement by the year over year change in the Consumer Price Index – all items NS calculated at December of the preceding year.

#### **5. Insurance**

- 5.1 The Cumberland YMCA shall put in effect and maintain in full force and effect or cause to be put in full force and effect and maintained for the period during which this Agreement is in effect all the necessary property and liability insurance that would be considered appropriate, and further agrees to provide to the Town upon request, written proof of the same.
- 5.2 In no event shall the Town be liable for:
  - (a) Any bodily injury, death or property damages to the Cumberland YMCA, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Cumberland YMCA, its employees, agents or consultant, arising out of or in any way related to this Agreement; nor
  - (b) Any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Cumberland YMCA, its employees, agents or consultants arising out of or in any way related to this Agreement.
- 5.3 The Cumberland YMCA agrees to indemnify and hold harmless the Town, its officers, employees or agents from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, caused by or arising directly or indirectly in any way related to this Agreement.

**6. Default and Termination**

- 6.1 The Town may declare in writing that an “Event of Default” has occurred if the Cumberland YMCA has not complied with any condition, undertaking or material term in this Agreement. The Town will not declare in writing that an “Event of Default” has occurred unless it has first consulted with the Cumberland YMCA, and requested that the default be rectified within a specified time frame.
- 6.2 The Town may withdraw its notice of an “Event of Default” if the Cumberland YMCA, within the time frame specified by the Town, either corrects the condition or event or demonstrates to the satisfaction of the Town that it has taken such steps as necessary to correct the condition.
- 6.3 If the Town declares that an “Event of Default” has occurred, which has not been satisfactorily addressed by the Cumberland YMCA, it may immediately terminate or suspend its obligations to pay funds under this Agreement. If the Town suspends payment, it may in its sole and absolute discretion pay the suspended funds, at some future time, if the Town is satisfied that the default has been cured.
- 6.4 Should a new community centre be constructed by the Town in conjunction with the YMCA this agreement will be re-negotiated.

**7. Inclusion, Diversity and Equity**

In all aspects of the professional services outlined in the contract, the YMCA agrees to adhere to the Town of Amherst business and communication acumen which is generally outlined as follows:

*We strive to foster a diverse community that values everything that makes us unique including our visible differences, such as race or gender expression, as well as our non-visible differences, such as gender identity and diversity of thought. We are committed to equity, fairness and dignity for all.”*

And our vision, mission and guiding principles:”

**VISION** Our vision is to be a healthy, prosperous, inclusive, and environmentally sustainable community in which people of all ages, abilities, and cultures are engaged and proud to live, work and play. **See Why We Love It!**

**MISSION** We provide quality leadership, services, opportunities and resources for the benefit of our citizens, and in support of our growth and development in our community in a fair, equitable and transparent manner.

**GUIDING PRINCIPLES** Respect · Integrity · Collaboration · Accountability · Inclusivity · Evidence-based Decision Making · Sustainability

**8. Notice**

- 8.1 Any notice, information or document provided for under this Agreement will be effectively given if delivered or sent by letter, postage or other charges prepaid, or by facsimile or email. Any notice that is delivered will have been received on delivery; and any notice mailed shall be deemed to have been received on the third (3) calendar day following the date upon which it was mailed.
- 8.2 Notice can be given at the following addresses:
  - (a) To the Town:  
Chief Administrative Officer  
PO Box 516  
Amherst, NS  
B4H 4A1

(b) To the Cumberland YMCA:  
Executive Director  
99 Church Street  
Amherst, NS  
B4H 3B3

**9. Governing Law**

9.1 This Agreement and the application or interpretation of it shall be governed exclusively by the terms and by the laws of the Province of Nova Scotia.

**10. Time**

10.1 Time shall be of the essence of this Agreement.

**11. Headings**

11.1 The headings appearing throughout this Agreement shall not form part of this Agreement. The parties desire that this Agreement shall be given a broad and liberal interpretation.

**12. Severability**

12.1 Each provision of this Agreement shall be severable. If any provision of this Agreement that is not a fundamental term is found to be or become invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all other terms and conditions will continue to be valid and enforceable.

**13. Waiver**

13.1 The failure of the Town to insist in one or more instances on performance by the Cumberland YMCA of any of the terms or conditions of this Agreement shall not be construed as a waiver of the Town's right to require further performance of any such terms or conditions, and the obligations of the Cumberland YMCA with respect to such performance shall continue in full force and effect.

**14. No Authority to Represent**

14.1 Nothing in this Agreement is to be construed as authorizing one party to contract for or incur any obligation on behalf of the other to act as agent for the other.

**15. Agreement Binding**

This Agreement shall ensure to the benefit of and be binding on the respective representatives and assigns of each of the parties to it.

**IN WITNESS WHEREOF** this Agreement has been executed by the parties as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Jason MacDonald, CAO  
Town of Amherst

\_\_\_\_\_  
Witness

\_\_\_\_\_  
David Kogon, Mayor  
Town of Amherst

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Trina Clarke, Executive Director  
Cumberland YMCA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Cumberland YMCA Board of Directors

\_\_\_\_\_  
Witness

DRAFT

# SYNOPSIS

## STADIUM CANTEEN CONCESSION AGREEMENT

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As the current operating agreement for the stadium canteen expires on May 1, 2024 staff issued an RFP for the stadium canteen concession with a closing date of February 13, 2024.

Only one response to the RFP was received, and it was from the current canteen operator Dwayne Ripley. Mr. Ripley has been operating Curly's Canteen at the Amherst stadium since December 2022. Reports from staff and patrons of the canteen since he took over the operation have been favorable. Mr. Ripley has been providing a quality service and products for his customers at the Stadium.

The proposed agreement will see Mr. Ripley initially operate the canteen for a 3-year term ending on August 31, 2027. There is an option in the contract to extend the agreement for an additional 3-years. Any extension of the agreement beyond the initial 3-year term is subject to council approval.

### **MOTION:**

**That Council approve the stadium canteen concession agreement between Dwayne Ripley and the Town of Amherst, and authorize the Mayor and CAO to sign on behalf of the Town.**



**AMHERST TOWN COUNCIL**

**RFD# 2024031**

**Date: March 25, 2024**

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

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

**DATE:** March 25, 2024

**SUBJECT:** Canteen Concession Agreement

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**ORIGIN:** The canteen concession agreement at the Amherst stadium expires on May 1, 2024.

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

**RECOMMENDATION:** That Council approve the stadium canteen concession agreement between Dwayne Ripley and the Town of Amherst, and authorize the Mayor and CAO to sign on behalf of the Town.

**BACKGROUND:** The stadium canteen was closed during the Covid 19 pandemic. Coming out of the pandemic, an RFP for the operation of the canteen was issued on two separate occasions and no submissions were received. As there was no response to the RFP staff contacted local community groups and business owners to gage their interest in operating the stadium canteen and received one proposal from Dwayne Ripley. Mr. Ripley operated the canteen for the 2022/23 season and in March 2023 was awarded a 1-year extension to operate the canteen for the 2023/24 season. The current agreement ends on May 1, 2024.

**DISCUSSION:** With the impending expiration of the current agreement, staff issued an RFP for the canteen concession with a closing date of February 13, 2024. One proposal was received, from Dwayne Ripley. All reports of the canteen operation since Mr. Ripley took over have been favorable and it seems that he is providing quality service and products for which there is a market for at the Stadium.

The proposed agreement, if approved by Council, would see Mr. Ripley operate the canteen for 3 years commencing on September 1, 2024 and ending on August 31, 2027 with an option, subject to Council approval, to extend the contract an additional 3 years.

The rent paid under the current agreement is \$750.00/month (September - March) and \$350.00/month (August – April).

The proposed rental rates for the 3 years and the 3 optional years are shown below:



Year	Monthly Rent Sept - March	Monthly Rent April - August	Total (excluding tax)
Year 1 (2024/25)	\$765.22	\$365.22	\$7,182.64
Year 2 (2025/26)	\$791.30	\$365.22	\$7,365.20
Year 3 (2026/27)	\$817.39	\$365.22	\$7,547.83
Optional Years 4-6			
Year 4 (2027/28)	\$843.48	\$391.30	\$7,860.86
Year 5 (2028/29)	\$869.57	\$391.30	\$8,043.49
Year 6 (2029/30)	\$895.65	\$391.30	\$8,226.05

**FINANCIAL IMPLICATIONS:** The rental rates are outlined in the table above and include a reduced rental rate for the stadium off season. The total rent for the first year of the agreement totals \$7,182.64 plus HST. Future year rental rates are increased on average by 2.7% annually.

**SOCIAL JUSTICE IMPLICATIONS:** Providing a canteen service at the Amherst Stadium will provide users and spectators a more positive experience while attending events at the facility.

**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications to having a canteen at the Amherst Stadium.

**COMMUNITY ENGAGEMENT:** If the agreement is approved, staff will prepare a media release and promote the canteen on social media. During the tendering process the community was engaged numerous times with little to no interest.

**ALTERNATIVES:** Refer the proposed agreement back to staff for further negotiations with Mr. Ripley.

**ATTACHMENTS:** Proposed Canteen Concession Agreement

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

# Canteen Concession Agreement

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2024

**BETWEEN:**

**THE TOWN OF AMHERST** (the Town)

and

**CURLY'S CANTEEN** (the Operator)

**WHEREAS;** the Town and its assigns grant to the Operator the right to operate the food and drink concession at the Amherst Stadium for a term commencing September 1<sup>st</sup> 2024 to August 31<sup>st</sup> 2027 and;

**WHEREAS** the Operator agrees to pay a rental rate of:

**Year 1**

\$765.22 per month plus HST from September 1, 2024 to March 31, 2025 and  
\$365.22 per month plus HST from April 1, 2025 to August 31, 2025.

**Year 2**

\$791.30 per month plus HST from September 1, 2025 to March 31, 2026 and  
\$365.22 per month plus HST from April 1, 2026 to August 31, 2026.

**Year 3**

\$817.39 per month plus HST from September 1, 2026 to March 31, 2027 and  
\$365.22 per month plus HST from April 1, 2027 to August 31, 2027.

**THEREFORE,** it is agreed that the Operator shall agree to the terms and conditions of operation as set out in APPENDIX A.

**EXECUTED** at Amherst this \_\_\_\_\_ day of \_\_\_\_\_ 2024

**TOWN OF AMHERST**

Per: \_\_\_\_\_  
Jason MacDonald, CAO

Per: \_\_\_\_\_  
David Kogon, Mayor

Per: \_\_\_\_\_

\_\_\_\_\_  
Witness

Witness

Dwayne Ripley, Curly's Canteen

# Appendix A

## Hours of Operation

1. The Operator will operate the primary canteen on the first level of the Amherst Stadium as well as the corner canteen area on the second level of the Amherst Stadium.
2. Both canteen locations will be open for all Amherst Jr. A Rambler games.
3. The Primary canteen will also be open for all major tournaments and events hosted at the Amherst Stadium. This would include but is not limited to events hosted by Cumberland County Minor Hockey, Amherst Skating Club, and the Town of Amherst.
4. The Operator agrees to open the main canteen on Saturday and Sunday to accommodate scheduled stadium user groups and stadium events, and generally during weekday nights during peak hours. The Operator and Facility Manager will work together to develop a mutually agreeable schedule.
5. The Operator may have the canteen open during any times that the Stadium is open to the public.

## Hospitality

6. The Operator agrees that the Town may permit user groups to operate 'hospitality rooms' in which free food is provided to families of stadium users, generally during tournaments etc.
7. The Operator agrees that the Town may provide 'free snacks' to user groups of the stadium in conjunction with events or activities hosted by the Town.
8. The Town will provide the operator the first opportunity to provide snacks / food to the public during events hosted at the stadium by the Town.
9. The Town reserves the exclusive right, at their sole discretion, to pay another contractor to provide snacks / food to the public during these events.

## Operations

10. The Operator shall be responsible for processing, preparing, storing, and serving all food and beverage items adhering to all federal and provincial regulations.
11. The Operator may sell any food / drink items legally authorized for sale in Canada, subject to any applicable Provincial or Federal regulations, with the exception of alcoholic beverages.
12. For further clarity, concession rights do not include the sale of alcoholic beverages.
13. The Operator shall not use the area of operation, nor shall permit others to use the area of operation, for any other purpose than the purposes of operating the concession to provide food and beverage service to facility users, without prior written approval of the CAO.
14. The Operator shall keep the area of operation clean, clear of waste, paper, garbage, combustible materials, and obstructions, and shall not cause or permit any noises and odors which would constitute a nuisance to emanate from the area of operation.
15. The Operator must furnish all human resources, insurance, WCB, licensing, bonding, small wares, additional equipment, food, beverages and supplies to operate canteen and catering services at the Amherst Stadium. Operator will establish customer accounts with all suppliers.

16. The Operator agrees to obtain and hold an insurance policy of a minimum of \$2,000,000 for the operation.
17. The Operator may install and operate two vending machines within the Stadium at locations to be mutually agreed upon by both parties. Additional vending machines may be approved at the sole discretion of the CAO.
18. The Town expects the Operator to meet or exceed the customer service expectations of the patrons of the facility and maintain good relations with suppliers and stadium staff for the duration of the agreement.
19. The Operator shall be responsible for processing, preparing, storing and servicing all food and beverage items adhering to all federal and provincial regulations.
20. The Operator must provide adequate numbers of employees to efficiently serve the customers. Proponent's personnel must maintain professional demeanor at all times. Employees must be easily identified with proper uniform and nametag; approved by the Town of Amherst. The Operator shall provide adequate and regular training for its employees including, without limitation, instruction on appropriate procedures for handling customers' requests and complaints. The staff shall be trained in food handling and industry sanitation programs to comply with all applicable federal and provincial laws and regulations.
21. The Town of Amherst will provide and maintain the following equipment to the Operator:
  - a. (2) Fridges
  - b. (2) Deep Freezers
  - c. (1) Microwave
  - d. (4) Deep Fryers
  - e. (1) Griddle Cook Top
  - f. (1) Fry Warming Station
  - g. (2) Drawer Warmers
  - h. (2) Preparation Tables
  - i. (3) Coffee Urns
  - j. (1) Storage Rack
  - k. (1) Gas Range, Oven and Stove

All other equipment will be provided and maintained by the Operator.

22. Security of the Canteen area is the responsibility of the Operator.
23. In all aspects of the canteen services outlined above, the operator will adhere to the Town of Amherst business and communication acumen which is generally outlined as follows:

***We strive to foster a diverse community that values everything that makes us unique including our visible differences, such as race or gender expression, as well as our non-visible differences, such as gender identity and diversity of thought. We are committed to equity, fairness and dignity for all.***

And our vision, mission and guiding principles:

<b>VISION</b>	Our vision is to be a healthy, prosperous, inclusive, and environmentally sustainable community in which people of all ages, abilities, and cultures are engaged and proud to live, work and play. <b>See Why We Love It!</b>
<b>MISSION</b>	We provide quality leadership, services, opportunities and resources for the benefit of our citizens, and in support of our growth and development in our community in a fair, equitable and transparent manner.
<b>GUIDING PRINCIPLES</b>	Respect · Integrity · Collaboration · Accountability · Inclusivity · Evidence-based Decision Making · Sustainability

## **Communications**

24. Day to day communications shall be with the Recreation Facilities Manager for the Town of Amherst and the Canteen Manager for the Operator. The Canteen Manager is an employee of the Operator who is authorized by the Operator to oversee the day-to-day operations of the canteen. The Canteen Manager and the Operator may be the same individual.
25. The Recreation Facility Manager and the Canteen Manager together shall meet and inspect the canteen area on the first working day of each month. Such meeting and inspection to include, but not be limited to:
  - a. Cleanliness of canteen area
  - b. Mechanical operation of all equipment
  - c. Review of all pertinent permits / documents required
  - d. Scheduling of Stadium events
  - e. Hours of operation of the canteen
26. This meeting / inspection shall provide a scheduled, informal opportunity for both parties to bring any issues / concerns they may have to the attention of the other party.
27. The meeting / inspection shall be documented by the Recreation Facilities Manager, a copy of which will be provided to the Operator and Director of Operations.
28. Any issues / concerns / disputes arising that cannot be resolved between the Recreation Facilities Manager and the Canteen Manager will be brought to the attention of the Director of Operations for the Town of Amherst and the Canteen Operator.
29. Any issues / concerns / disputes arising that cannot be resolved between the Director of Operations and the Canteen Operator will be brought to the attention of the Town of Amherst Chief Administrative Officer. The CAO may utilize any authority conferred by Amherst Town Council and / or the Municipal Government Act to resolve the issue. The CAO may refer the issue to Amherst Town Council for resolution at the CAO's discretion.

## **Signage**

30. The Operator may install signage within the Stadium, the location and design of such to be mutually agreed to by both parties.

## **Applicable Laws**

31. The Operator shall sort solid waste in accordance with the Town's Solid Waste Bylaw.
32. The Operator agrees to obtain and hold any food sales permits and/or food handler's certifications maybe required.

## **Termination**

33. If the Operator refuses or fails to comply with any of the terms and conditions of this agreement, the Town shall have the right, at its sole option, to terminate this agreement forthwith by notice in writing to the Operator.
34. The Operator may terminate this agreement at any time by providing to the Town, in writing, 30 days' notice of the Operator's intention to terminate the agreement.
35. Should a new Community Center be constructed this agreement may be terminated or renegotiated.

**Rent**

36. Rent is due and payable on the first day of the month.

**Assignment**

37. The Operator may not assign (sub-contract) any of its rights or obligations without the prior written approval of the CAO for the Town of Amherst.

# SYNOPSIS

## CUMBERLAND REGIONAL LIBRARY LEASE RENEWAL

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The Cumberland Regional Library currently leases space on the second floor of the Four Fathers Library for use as their head office. The Amherst Branch Library is located on the ground floor of the building in a space provided by the Town of Amherst at no cost to the branch. The library wishes to negotiate a new agreement as having their head office in the same facility as the local library branch is ideal. The leased space includes 1,962 square feet of dedicated space and 1012 square feet of shared space. Apart from the term of the lease the current and proposed lease agreement essentially remains unchanged.

### **MOTION:**

**That Council approve the lease agreement between the Cumberland Regional Library and the Town of Amherst, and authorize the Mayor and CAO to sign on behalf of the Town.**



**AMHERST TOWN COUNCIL**

**RFD# 2024021**

**Date: March 25, 2024**

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

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

**DATE:** March 25, 2024

**SUBJECT:** Library Head Office Lease Agreement

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**ORIGIN:** The lease agreement between the Town and the Cumberland Regional Library for office space on the second floor of the Four Fathers Library will expire on March 31, 2024.

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

**RECOMMENDATION:** That Council approve the lease agreement between the Cumberland Regional Library and the Town of Amherst, and authorize the Mayor and CAO to sign on behalf of the Town.

**BACKGROUND:** The Cumberland Regional Library currently leases space on the second floor of the Four Fathers Library for use as their head office. The Amherst Branch Library is located on the ground floor of the building in a space provided by the Town of Amherst at no cost to the branch. The library wishes to negotiate a new agreement as having their head office in the same facility as the local library branch is ideal.

**DISCUSSION:** With the Library anticipating a budget deficit for 2023/24 and not knowing if there will be an increase in library funding from the province, staff are recommending the term of the new lease agreement to be 1 year with no increase in rent. The lease also contains an option for the library to extend the proposed agreement for an additional 2-years with annual rent increases based on the Consumer Price Index, all-items, for the Province of Nova Scotia for the previous calendar year. The leased space includes 1,962 square feet of dedicated space and 1012 square feet of shared space. Apart from the term of the lease the current and proposed lease agreement essentially remains unchanged. Proposed changes are highlighted in yellow on the attached draft lease.

**FINANCIAL IMPLICATIONS:** The library will pay a monthly lease of \$2,664.44. plus HST (\$31,973.28 annually) from April 1, 2024 to March 31, 2025. The proposed lease has an option to extend the lease for a further 2-year term with the rental rates adjusted by CPI annually.





## AMHERST TOWN COUNCIL

RFD# 2024021

Date: March 25, 2024

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications as a result of entering into this agreement.

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

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

**ALTERNATIVES:**

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

**ATTACHMENTS:** Draft Lease Agreement

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



**THIS LEASE** made this \_\_\_\_ day of \_\_\_\_\_, 2020 2024

**BETWEEN:**

**THE TOWN OF AMHERST**

(Hereinafter referred to as the "Landlord")

- and -

**CUMBERLAND REGIONAL LIBRARY**

(Hereinafter referred to as the "Tenant")

**WITNESSES AS FOLLOWS:**

## **Article 1 - Basic Terms and Definitions**

### **1.1 Basic Terms**

- (a) Landlord: Town of Amherst  
Address: 98 East Victoria Street, Amherst, Nova Scotia, B4H 1X6
- (b) Tenant: Cumberland Regional Library  
Address: Amherst, Nova Scotia
- (c) Building: 21 Acadia Street, Amherst, Nova Scotia
- (d) Leased Premises: 1962 sq. ft. of Dedicated Space together with a shared area equaling 1012 Sq. Ft. of Shared Space (kitchen, corridor and bathrooms).
- (e) Term: Commencement of Term: ~~October 1, 2020~~ April 1, 2024 End of Term: ~~March 31, 2024~~ March 31, 2025. The Tenant may extend the Lease for a further 2 Year Term in accordance with the Renewal Provisions in Section 2.6
- (f) Rent: Base Rent, including operating costs and janitorial services: ~~\$2,548.05~~ \$2,664.44 / month plus HST
- (g) Permitted Use: Administrative offices, education classrooms, Common Area and Shared Space of the Tenant.
- (h) Lease Year: The Lease year runs from April 1<sup>st</sup> of each year to March 31<sup>st</sup> of the next year.
- (i) Termination: Either party may terminate the Lease with cause upon ninety (90) days' notice in writing.
- (j) HST: HST shall be paid in addition to Rent.

(k) Schedules Forming Part of this Lease: Schedule "A" – Plan of Leased Premises

## **1.2 Definitions**

In this Lease, the following terms have the following respective meanings:

- (a) "Building" means the building located at the address set out in Section 1.1(c);
- (b) "Common Areas" means those areas of the Building which serve or are for the benefit of all tenants of the Building and includes the lobby and entrances;
- (c) "Leased Premises" means that portion of the second floor as shown on Schedule "A" To be occupied by the Tenant including the Shared Space and Dedicated Space;
- (d) "Shared Space" means the area on the second floor of the Building to be shared between the Tenant and CAN-U (or its successors) including the kitchen, the washrooms, plus emergency use of the south end stairwell and the corridor and stairwell by the kitchen, marked as shared on Schedule "A";
- (e) "Dedicated Space" include that part of the second floor west of the CAN-U premises and the washroom as denoted on Schedule "A".

## **Article 2 - Possession and Terms**

### **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 Leased Premises.

### **2.2 Measurement**

The Landlord and Tenant acknowledge that the area of the Leased Premise and the Shared Space are as set out in the Lease are agreed by the parties hereto and that they are not subject to change or amendment.

### **2.3 Term**

The Term shall commence on the Commencement Date, run for the period set out in Section 1.1(e) and end on the date set out in Section 1.1(e), unless terminated earlier pursuant to 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 an 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. Such postponement shall be full settlement of any claims the Tenant might have against the Landlord for such delay.

## **2.5 Over Holding**

If, at the expiration of the initial Term or any subsequent renewal or extension, 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) months' notice. Rent and Operating Costs 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 Renewal or Extension**

The Tenant has the option to renew the Lease for a further two (2) Year Term. The Tenant is obligated to give the Landlord notice in writing on or before the 1st day of February, 2025 of its intention to renew the Lease. Should the Tenant choose to renew this Lease, the Term shall commence on April 1<sup>st</sup>, 2025 for a term of 2 years, and end on March 31<sup>st</sup>, 2027.

## **Article 3- Financial Requirements**

### **3.1 Covenant to Pay**

The Tenant covenants to pay the Rent as provided in this Lease. The Rent to be paid 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 favor at the time hereof or at any future time.

### **3.2 Monthly Lease**

The Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord, in lawful money of Canada, without any prior demand, as annual Lease, the Rent on the first day of each and every month during the Term.

### **3.3 Realty Taxes**

The Landlord acknowledges that there are no Real Property taxes assessable in regards to the Building.

### **3.4 Readjustment of Base Rent, Operating Costs and Janitorial**

~~Annually, commencing on April 1, 2021, base rent, shall be increased by 1.5%. Should the Tenant choose to exercise their option to extend the Lease for a further two (2) years, base rent, shall be increased by the annual average change in the Consumer Price Index, all-items, for the Province of Nova Scotia for the previous calendar year. Rent adjustments shall be effective April 1, 2025 and April 1, 2026.~~

### **3.5 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 post-dated cheques, each cheque in the amount of the monthly installment of Rent; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts.

~~Upon a change in the estimated Operating Costs, the Landlord may require a new series of monthly post-dated cheques or new authorization and documentation if required.~~

### **3.6 Rent Past Due**

If the Tenant fails to pay any 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%) from the time such Rent becomes due until paid by the Tenant.

## **Article 4 - Control and Operation of Building**

### **4.1 Building Operation and Repair**

The Landlord shall operate, maintain and repair the Building, its heating equipment and other service facilities to the extent required to keep the Building, equipment and facilities in a state of good repair and maintenance. 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, at its own expense, promptly make all repairs to the Building necessitated by structural defect or weakness in the design or construction thereof, including, without limitation, the roof and roofing, windows, interior concrete slab floors and exterior walls, and the replacement of the elevator and heat pumps provided that any such repairs necessitated as a result of any willful or negligent act or omission of the Tenant, its agents, servants, contractors, employees, or others for whom the Tenant is in law responsible shall be at the cost of the Tenant.

### **4.2 Water to Air Heat Pump Heating and Air Conditioning**

The Landlord shall, subject to the provisions of the Lease, provide sufficient heating and air-conditioning which heating and air conditioning is supplied by water to air heat pumps to maintain a reasonable temperature in the Premises at all times except during the making of repairs, which repairs the Landlord covenants to make with reasonable diligence.

### **4.3 Tenant Requirements**

If the use by the Tenant or the installation of partitions, equipment or fixtures by the Tenant necessitates the re-balancing of the climate control equipment in the Premises, such re-balancing will be performed by the Landlord at the Tenant's expense, upon demand.

#### **4.4 Tenant's Responsibilities**

The Tenant shall maintain the Dedicated Space of the Leased Premises to the same standard as at the commencement of the Lease term, reasonable wear and tear excepted. The Tenant shall be responsible for repairs and maintenance within the Dedicated Space. The Landlord may from time to time carry out required repairs and the cost of these repairs shall be 100% reimbursed by the Tenant to the Landlord within 30 days of the delivery of copies of the invoices for repairs and maintenance completed.

#### **4.5 Use of Common Areas**

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 the Common use by tenants of the building. At all times, the Tenant, the employee of the Tenant, the students and teacher of the Tenant, and persons lawfully requiring communication with the Tenant, shall have access to the Building and the Leased Premises and use of the elevator only in accordance with the security requirements of the Landlord. The Common Areas shall at times be subject to the exclusive management and control of the Landlord. The Landlord reserves the right from time to time, to make changes to the building as the Landlord shall from time to time determine, subject to the obligations of the Landlord to the Tenant, and subject to the requirements of the Tenant as agreed herein. ~~and subject to adjustment of the Tenant's pro-rated share of Operating Costs.~~

#### **4.6 Use of Shared Space**

That Tenant's staff shall share space on the same floor as the Leased Premises as shown on Schedule "A" hereof with the staff of CAN-U (or its successor tenant). This Shared Space is the second-floor washrooms, the hallway adjacent to the kitchen, janitorial closet, washrooms, the elevator and the stairway beside the kitchen.

#### **4.7 Janitorial Services**

Janitorial Services are included in the Rent.

### **Article 5- Use of Premises**

#### **5.1 Use of Premises**

The Tenant acknowledges that the Premises will be used solely for the purpose set out in Section 1.1(g) and for no other purpose.

#### **5.2 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 Leased Premises or the use or occupation thereof, including, without limitation, police, fire and health regulators and any requirements of the fire insurance underwriter.

#### **5.3 Waste and Nuisance**

The Tenant shall not do or suffer any waste, damage, disfiguration or injury to the Premises or permit or suffer any overloading of the floors, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose.

## **Article 6 - Maintenance, Repairs and Alteration of the Premises**

### **6.1 Maintenance and Repair of Premises**

The Landlord shall maintain and keep in good condition and substantial repair, order and condition the Shared Space and Common Areas. All repairs shall be in all respects equal in quality and workmanship to the original work and materials in the Premises, and shall meet the requirements of all authorities having jurisdiction, as well as the insurance underwriters.

### **6.2 Inspection and Entry**

The Landlord, its servants and agents shall be entitled to enter on the Leased Premises at any time on reasonable notice for the purpose of making repairs and shall work with the Tenant to accommodate the Tenant's use of the Leased Premises. The Landlord, its servants or agents may at any time from time to time on a reasonable prior notice (and without notice in the event of an emergency) enter the Leased Premises to remove and article or remedy and condition which, in the opinion of the Landlord, would be likely to lead to the cancellation of any policy of insurance. The Landlord, its servants and agents shall take responsible precautions and attempt to schedule the work so as not to unreasonably interfere with the operation of the Tenant's business, teaching or study, and so as to minimize interference with the Tenant's use and enjoyment of the Premises.

### **6.3 Repair Where the Tenant at Fault**

If the Building, including the Premises, the elevators, controls, pipes and other apparatus (or any of them) used for the purpose of heating, ventilation or air-conditioning or operating the elevators, or if the pipes, electric lighting or other equipment of the building are put in a state of disrepair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees, or others for whom the Tenant is in law responsible to, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant, who shall pay the same to the Landlord forthwith on presentation of the invoices for the repair costs.

### **6.4 Signs**

The Landlord shall permit the Tenant to install signs within the Leased Premises, related Common Areas, and public areas and in a visible location to be mutually agreed upon, between the parties hereto, to the building exterior. The size, shape, style and colors of the signs in the Shared Space, Common Areas or the exterior of the building, are subject to the approval of the Landlord acting reasonably.

### **6.5 Surrender of Premises**

At the expiration or earlier termination of this Lease or the renewal as the case may be, the Tenant shall peaceably surrender and give up unto 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.

## **Article 7 - Insurance and Indemnification**

### **7.1 Indemnity by Tenant**

The Tenant shall indemnify the Landlord and save it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by the Tenant of the Leased Premises or any part thereof, or due to or arising out of any breach by the Tenant of this Lease; provided however, that nothing herein contained shall constitute an indemnity by the Tenant for the willful and negligent acts of the Landlord, its servants, agents, employees, contractors, and others for whom the Landlord is responsible at law.

### **7.2 Tenant's Insurance**

(1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

- (a) such insurance as the Tenant deems appropriate for the personal property in the Building owned by the Tenant;
- (b) general liability insurance coverage for the Premises and the Shared Areas. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or clam of not less than two million dollars (\$2,000,000) and proof of such insurance to be supplied with the signed Lease.

## **Article 8 -Assignment and Subletting**

### **8.1 Assignment, Subletting**

The Tenant shall not affect any Assignment, Transfer or Sublet without the prior written consent of the Landlord. Any Transferee may only use the Leased Premises for the uses permitted herein. No consent or other dealing shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions herein contained. In the event of a Transfer, the Landlord may collect Rent and Operating Costs from the Transferee, Assignee, or Subtenant, and apply the net amount collected to the Rent hereunder. However, no such Transfer or collection from or acceptance of the Transferee as Tenant shall be deemed a waiver of this covenant.

### **8.2 No Advertising**

The Tenant shall not advertise that the Premises or any part thereof is available for assignment or sublease or occupancy, 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.

#### **Article 9 - Quiet Enjoyment**

**9.1** The Tenant, on paying the Rent hereby reserved, and performing and observing the covenants and provisions herein contained on it part to be performed and observed, shall peaceably enjoy the Leased Premises for the Term.

#### **Article 10 - Destruction or Damage to Building**

**10.1** During the Term, if and when the Building is destroyed or damaged by fire, lightning, or other perils, including malicious damage, or by a natural catastrophe or by any other casualty, the following provisions shall apply:

- (a) if the damage or destruction is such that the Building is rendered unfit for occupancy or it is impossible or unsafe to use and occupy it, and if, in either event, the damage, in the sole opinion of the Landlord, notice of which is to be given to the Tenant in writing within thirty (30) days of the happening of such damage or destruction, cannot be repaired with reasonable diligence within one hundred and eighty (180) days after the happening of such damage or destruction, or if thirty percent (30%) or more of the Rentable Area of the Building is damaged or destroyed, the Landlord may terminate this Lease by giving notice in writing to the Tenant. Should the Landlord terminate this Lease as hereinbefore provided, the Term demised shall cease and be at an end as of the date of such termination (or at the date of such destruction or damage if the Premises could not be used as a result), and the rents and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to such date;
- (b) in the event that the Landlord does not so terminate this Lease under Section 10.2(a), or in the event of lesser damage, the Landlord shall, at its expense, repair the building to base building standards, and the Rent shall abate from the date of the happening of such damage or destruction until thirty (30) days after the Landlord has completed such repairs.
- (c) In performing any reconstruction or repair, the Landlord may effect changes in the building and its equipment and systems and minor changes in the location or area of the Premises; and
- (d) Notwithstanding anything else herein contained, 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, the Landlord may terminate this Lease on notice to the Tenant.

#### **10.2 - Fitness for Occupancy**

In the event of a dispute to the fitness for occupancy or as to the suitability of the Building and the Premises for the Tenant's business, the matter shall be submitted to an arbitrator

in accordance with Article 12.4

## **Article 11 - Default**

The following constitutes an Event of Default under this Lease:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case, the Landlord may remove all persons and property from the Premises and store such property in such manner as the Landlord sees fit without notice to the Tenant;
- (b) to enter the Premises as agent of the Tenant and to re-let the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine, and to receive the rent therefore, and as agent of the Tenant, to take possession of any property of the Tenant on the Premises, to store such property of the Tenant at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant, and to make alterations to the Premises to facilitate its re-letting. The Landlord shall apply the proceeds of any such sale or re-letting first, to the payment of any expenses incurred by the Landlord with respect to any such re-letting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable; provided that the Tenant shall remain liable to the Landlord for any deficiency;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on 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. 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, and the Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
- (d) the recovery 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 Rent together with the next three (3) months' installment of Rent, all of which shall accrue on a day-to-day basis and shall immediately become due and payable as accelerated rent.

### **11.1 Distress**

Notwithstanding any provision of this Lease or any provision of 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 Rent arrears.

### **11.2 Costs**

The Tenant shall pay to the 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.

### **11.3 Remedies Cumulative**

Notwithstanding any other provision of the 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 or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions hereunder 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 12 - General**

### **12.1 Force Majeure**

Notwithstanding any other provision contained in this Lease, 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, 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 12.2 shall not, under any circumstances, operate to excuse the Tenant from prompt payment of Rent and other charges payable under this Lease.

### **12.2 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 in this Lease shall be or be deemed to be 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 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 the time of the acceptance of such Rent.

### **12.3 Notices**

Any notice required or contemplated by any provision of this Lease shall be given in writing and addressed, in the case of the Landlord, to it at the address noted in Section 1.1(a) and in the case of the Tenant, to it at the address noted in Section 1.1(b), and delivered or sent by facsimile or by prepaid courier or by registered mail, postage prepaid, return receipt requested. The time of receipt of such notice, if mailed, shall be conclusively deemed to be the third business day after the day of such mailing unless regular mail service is interrupted by strikes or other irregularities. Such notice, if delivered or sent by facsimile, shall be conclusively deemed to have been received at the time of such delivery or the time of sending by facsimile.

#### **12.4 Arbitration**

Any disputes concerning the Interpretation or application of this agreement, including but not limited to the calculation of Operating Costs, shall be settled by the arbitration, of a single arbitrator appointed jointly by the Chief Administrative Officers of the parties hereto. If the parties are unable to agree on a single arbitrator, then either party may apply to a judge of the Supreme Court of Nova Scotia for the appointment of an arbitrator. The arbitrator so appointed, shall carry out such inquires and hold such hearings that he/she deems appropriate. The cost of the arbitrator shall be paid equally by the parties hereto. No costs shall be awarded by the arbitrator. The provisions of the Commercial Arbitration Act of Nova Scotia shall apply to any arbitration pursuant to the terms of this agreement.

#### **12.5 Entire Agreement**

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relation to this Lease, save as expressly set out or incorporated by reference herein. 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.

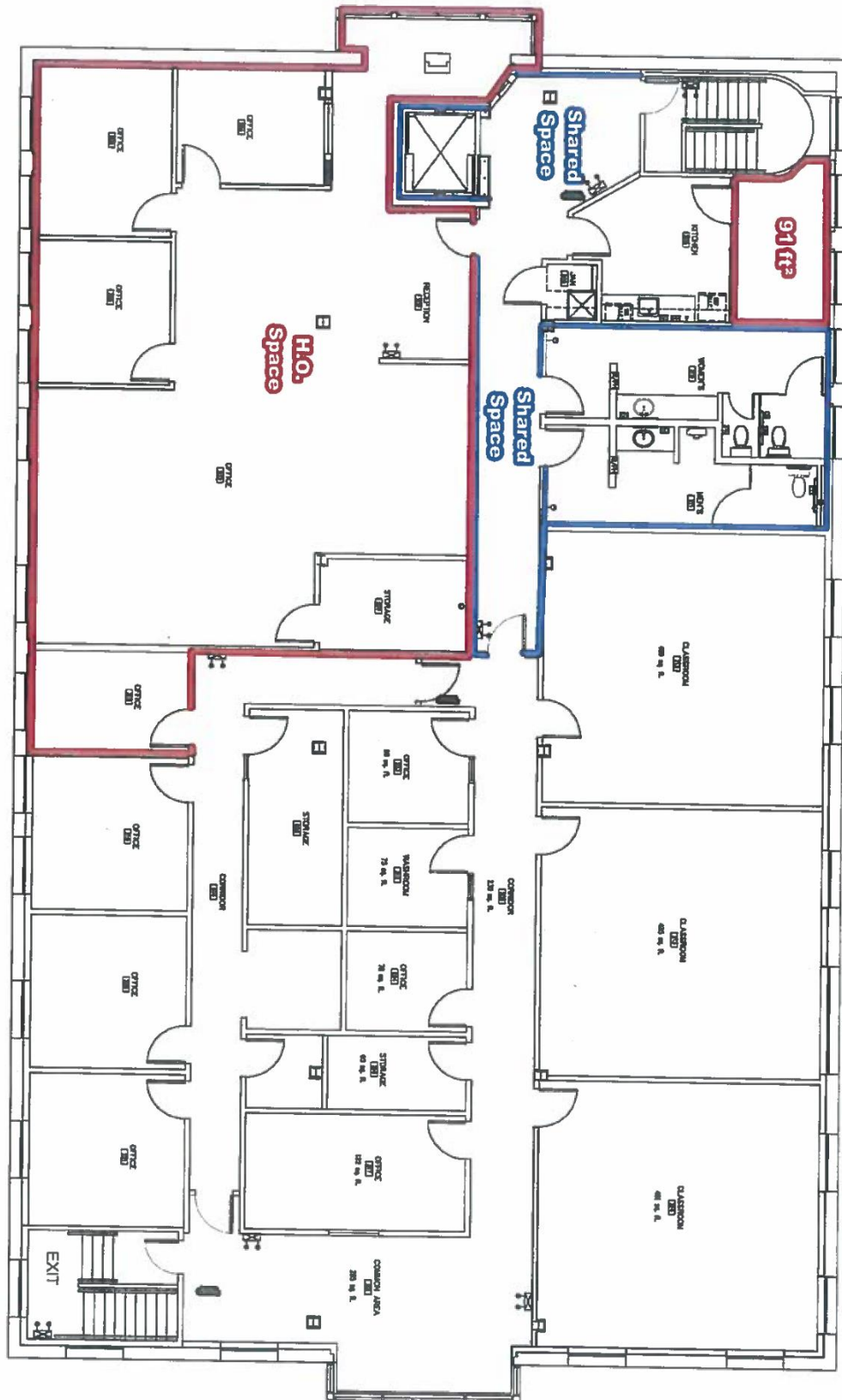
#### **12.6 Time of the Essence**

Time shall be of the essence of this Lease and every party thereof:

#### **12.7 Successors and Assigns**

All rights, advantages, privileges, immunities, powers and things hereby secured to the Landlord and to the Tenant shall be secured to and exercisable by their successors and permitted assigns, as the case may be, and all covenants, liabilities and obligations entered into or imposed hereunder upon the Landlord and the Tenant shall be equally binding upon their successors and permitted assigns, as the case may be.





**Schedule "A"**

# SYNOPSIS

## STREET INSPECTION AND MAINTENANCE POLICY AMENDMENTS

---

This policy was originally approved by Council in 2005. The purpose of the policy is to ensure an inspection process is in place to identify and document road hazards and to assist staff with planning maintenance priorities. The policy also provides direction to staff regarding the inspection of road signs and pavement markings.

Staff have completed a review of the existing policy and are recommending some minor revisions. The proposed changes include:

1. Updating job titles referenced in the policy;
2. Updating the policy with the new policy template;
3. Revising the required frequency of street inspections, and;
4. Added language to include site specific inspections in response to customer concerns or claims for damages.

### **MOTION:**

**That Council approve the amendments to the Street Inspection and Maintenance Policy (31600-10).**

---

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

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

**DATE:** March 25, 2024

**SUBJECT:** Street Inspection and Maintenance Policy Review

---

**ORIGIN:** A complete policy and bylaw review is a one of Council's strategic priorities.

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

**RECOMMENDATION:** That Council approve the amendments to the Street Inspection and Maintenance Policy (31600-10).

**BACKGROUND:** This policy was originally approved by Council in 2005. The purpose of the policy is to ensure, through an inspection process, that road hazards are identified and to assist staff with planning operational maintenance priorities. The policy also provides direction to staff regarding inspecting road signs and pavement markings.

**DISCUSSION:** Upon review, staff are recommending some minor changes to the policy. The proposed changes include:

1. Updating job titles referenced in the policy;
2. Updating the policy with the new policy template;
3. Revising the required frequency of street inspections. The frequency of inspections in the current policy was rarely achieved, and;
4. Language was added to include site specific inspections in response to customer concerns or claims for damages.

The proposed changes are highlighted in yellow on the attached draft policy.

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

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications.

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

**COMMUNITY ENGAGEMENT:** There is no community engagement required at this time.





**AMHERST TOWN COUNCIL**

**RFD# 2024022**

**Date: March 25, 2024**

**ALTERNATIVES:**

1. Direct staff to make additional changes to the policy.
2. Do not approve the proposed amendments to the policy.

**ATTACHMENTS:** Street Inspection and Maintenance Policy (31600-10)

---

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



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**TITLE: STREET INSPECTION AND MAINTENANCE POLICY**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO: 31600-10**

---

**APPROVAL DATE:** \_\_\_\_\_ **CAO Signature:** \_\_\_\_\_

## PURPOSE

The purpose of this policy is:

- To provide direction to staff involved in the inspection and maintenance of the Town of Amherst's public streets.
- To provide a system for street inspection to effectively assess and document maintenance priorities; and
- To maximize public safety while maintaining fiscal responsibility.

## POLICY STATEMENT

Complete Town-wide Street inspections will be performed and completed as outlined below. An inventory of all streets will be maintained by the Town's Operational Services Department which will include a history of inspections and maintenance information.

### 1. Road Surface Inspection

The condition of the road surface, including the curb, shoulder and median will be inspected on a routine basis using the following schedule:

- Arterial streets shall be inspected quarterly; once a month from May 1 to December 1;
- Collector streets shall be inspected twice per year; once every two months from May 1 to December 1;
- Local streets shall be inspected twice annually.
- Site specific inspections shall be undertaken following a customer request or complaint, a staff reported deficiency, or in response to a claim for damages.
- Between December 1 and May 1 all streets will be inspected at the discretion of the Operations Manager or Transportation Foreman depending on public concerns, availability of work crews, and other public works priorities.

### 2. Street & Traffic Signs Inspection

The condition of street signs and traffic signs will be inspected twice annually, in the spring and again in the fall.

An inspection for tree branches and other obstructions interfering with the visibility of signs will be carried out and completed at the earliest date possible after the new spring foliage has appeared.

### 3. Pavement Marking Inspection

Pavement markings will be inspected by October 1<sup>st</sup> each year to allow secondary pavement markings to be completed as necessary.

**TITLE: STREET INSPECTION AND MAINTENANCE POLICY**  
**SECTION: ENGINEERING & PUBLIC WORKS**  
**POLICY NO: 31600-10**

**STREET MAINTENANCE**

Upon completion of the inspections, the **Operations Manager or Transportation Public Works Foreman** will update the maintenance and repair schedule. The amount of work to be completed will be governed by the availability of funds in the current operating budget and the availability of work crews.

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
Director of Operations	Responsible for ensuring that the policy is reviewed regularly for relevancy.

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
Housekeeping amendments, frequency of inspections, and new policy template	Director of Operations, Bourgeois	Council	

**MINUTES REFERENCE DATE**

June 27, 2005

# SYNOPSIS

## SIDEWALK INSPECTION AND MAINTENANCE POLICY AMENDMENTS

---

This policy was originally approved by Council in 2005. The purpose of the policy is to ensure an inspection process is in place to identify and document existing or potential sidewalk hazards, and to assist staff with planning operational maintenance priorities.

Staff have completed a review of the existing policy and are recommending some minor revisions. The proposed changes include:

1. Updating job titles referenced in the policy;
2. Updating the policy with the new policy template;
3. Added the inspection of trails to the policy, and;
4. Added language to include site specific inspections in response to customer concerns or claims for damages.

### **MOTION:**

**That Council approve the amendments to the Sidewalk Inspection and Maintenance Policy (31600-11).**

---

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

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

**DATE:** March 25, 2024

**SUBJECT:** Sidewalk Inspection and Maintenance Policy Review

---

**ORIGIN:** A complete policy and bylaw review is a one of Council’s strategic priorities.

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

**RECOMMENDATION:** That Council approve the amendments to the Sidewalk Inspection and Maintenance Policy (31600-11).

**BACKGROUND:** This policy was originally approved by Council in 2005. The purpose of the policy is to ensure, through an inspection process, that sidewalk hazards “trippers” are identified and to assist staff with planning operational maintenance priorities.

**DISCUSSION:** Upon review, staff are recommending some minor changes to the policy. The proposed changes include:

1. Updating job titles referenced in the policy;
2. Updating the policy with the new policy template;
3. Including trails in the policy, and;
4. Language was added to include site specific inspections in response to customer concerns or claims for damages.

The proposed changes are highlighted in yellow on the attached draft policy.

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

**SOCIAL JUSTICE IMPLICATIONS:** Ensuring safe pedestrian travel on our sidewalks and trails enables all residents access to active mobility options.

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

**COMMUNITY ENGAGEMENT:** There is no community engagement required at this time.





**AMHERST TOWN COUNCIL**

**RFD# 2024026**

**Date: March 25, 2024**

**ALTERNATIVES:**

1. Direct staff to make additional changes to the policy.
2. Do not approve the proposed amendments to the policy.

**ATTACHMENTS:** Street Inspection and Maintenance Policy (31600-11)

---

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





**TITLE:                                 SIDEWALK INSPECTION AND MAINTENANCE POLICY**  
**SECTION:                            ENGINEERING & PUBLIC WORKS**  
**POLICY NO:                         31600-11**

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
<b>Director of Operations</b>	Responsible for ensuring that the policy is reviewed regularly for relevancy.

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
Housekeeping amendments and new policy template	Director of Operations, Bourgeois	Council	

**MINUTES REFERENCE DATE**

June 27, 2005

# SYNOPSIS

## TREE PLANTING ON TOWN OWNED LANDS POLICY AMENDMENTS

---

This policy was originally approved by Council in 2006 and last amended in 2015. The policy provides direction to staff for approving tree planting requests and sets out the process to be followed for community groups or individuals wishing to plant trees on Town owned or leased property.

Staff have completed a review of the existing policy and are recommending a number of revisions. The proposed changes include:

1. Updating department names and job titles referenced in the policy;
2. Updating the website link to Nova Scotia Power's "Right Tree, Right Place" on Schedule A;
3. Giving the Director of Operations authority to approve the locations for tree planting;
4. Added language that the Town may remove trees at their sole discretion;
5. Updated article 2 of the policy to state undersized trees may be accepted for planting at the discretion of the Town; and
6. Updated the policy with the new policy template.

### **MOTION:**

**That Council approve the amendments to the Tree Planting on Town Lands Policy (64000-01).**

---

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

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

**DATE:** March 25, 2024

**SUBJECT:** Tree Planting on Town Lands Policy Review

---

**ORIGIN:** A complete policy and bylaw review is a one of Council’s strategic priorities.

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

**RECOMMENDATION:** That Council approve the amendments to the Tree Planting on Town Lands Policy (64000-01).

**BACKGROUND:** This policy was originally approved by Council in 2006 and last amended on June 22, 2015. The policy sets the standard for community groups or individuals wishing to plant trees on Town owned property.

**DISCUSSION:** Upon review, staff are recommending some minor changes to the policy. The proposed changes include:

1. Updating department names and job titles referenced in the policy;
2. Link to Nova Scotia Power “Right Tree, Right Place” on Schedule A has changed;
3. Giving the Director of Operations authority to approve a tree;
4. Indicating that the Town may remove trees at their discretion;
5. Section 2 has been changed such that smaller trees may be accepted at the discretion of the Town, and;
6. Updating the policy with the new policy template.

The proposed changes are highlighted in yellow on the attached draft policy.

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

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications.

**ENVIRONMENTAL IMPLICATIONS:** One tree can take in and store more than one ton of carbon dioxide in its lifetime. Planting trees is a key measure to reducing the human impact on global climate change.





**AMHERST TOWN COUNCIL**

**RFD# 2024020**

**Date: March 25, 2024**

**COMMUNITY ENGAGEMENT:** There is no community engagement required at this time.

**ALTERNATIVES:**

1. Direct staff to make additional changes to the policy.
2. Do not approve the proposed amendments to the policy.

**ATTACHMENTS:** Tree Planting on Town Lands Policy (64000-01)

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



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**TITLE: TREE PLANTING ON TOWN OWNED PROPERTY POLICY**  
**SECTION: PARKS MANAGEMENT**  
**POLICY NO: 64000-01**

---

**APPROVAL DATE:** \_\_\_\_\_

**CAO Signature:** \_\_\_\_\_

### **PURPOSE**

The purpose of this policy is to set a standard for planting trees by **individuals or** community groups on all Town owned or leased properties.

### **POLICY STATEMENT**

Planting of new tree/s will be as follows:

1. Community groups or individuals wishing to plant tree(s) on Town lands must make a request in writing to the **Recreation Director Director of Operations**. This request must indicate purpose of planting, species of tree and location. (See Schedule A - REQUEST FORM.)
2. Tree(s) ~~shall~~ **should** be a ~~caliber~~ **caliper** not less than 40mm (1.5 inches) in diameter, and not less than 2.5 meters (8 feet) in height. **Trees of a smaller diameter or height will be considered on a case-by-case basis.**
3. **The Director of Operations must approve the final location of the tree(s) to be planted. Some locations may not be suitable for trees given the existing or potentially planned use of public spaces by the Town.**
4. **Trees may be removed at the sole discretion of the Town at any time.**
5. Tree/s must meet Nova Scotia Power Tree Zones for power lines:” Right Tree, Right Place”.
6. Trees shall be No.1 grade in accordance with the Canadian Standards for Nursery Stock.
7. Trees are to be planted no closer than 3 meters from utility **poles poles**, water shutoffs, sewer laterals, or **under-ground underground utilities** and no closer than 5 meters from a fire hydrant.
8. Community groups or individuals wanting to have members of Council present at planting ceremonies, must contact the **Executive Office Clerk’s Office** (Town Hall) for scheduling.

**TITLE: TREE PLANTING ON TOWN OWNED PROPERTY POLICY**  
**SECTION: PARKS MANAGEMENT**  
**POLICY NO: 64000-01**

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9. The **Recreation Operations** Department will, if requested in writing, purchase suitable trees on behalf of community groups or individuals on full cost recovery basis.

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**TITLE: TREE PLANTING ON TOWN OWNED PROPERTY POLICY**  
**SECTION: PARKS MANAGEMENT**  
**POLICY NO: 64000-01**

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## SCHEDULE A – REQUEST FORM

NAME OF ORGANIZATION OR INDIVIDUAL: \_\_\_\_\_

\_\_\_\_\_

PURPOSE OF TREE PLANTING: \_\_\_\_\_

\_\_\_\_\_

LOCATION REQUESTED: \_\_\_\_\_

\_\_\_\_\_

TYPE OF TREE(S) REQUESTED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Must meet Nova Scotia Power's "Right Tree, Right Place" requirements.

<http://www.nspower.ca/en/home-for-my-home/tree-trimming-and-removal/tree-planting.aspx>

<https://www.nspower.ca/customer-service/treetrimming>

REQUEST RECREATION DEPARTMENT PURCHASE SUITABLE TREE(S) ON FULL COST  
RECOVERY BASIS: YES  NO

REQUEST MEMBERS OF COUNCIL ATTEND PLANTING CEREMONY: YES  NO

DATE AND TIME OF PLANTING CEREMONY (if applicable): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**TITLE:** TREE PLANTING ON TOWN OWNED PROPERTY POLICY  
**SECTION:** PARKS MANAGEMENT  
**POLICY NO:** 64000-01

## ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director of Operations	Responsible for ensuring that the policy is reviewed regularly for relevancy .

For Administrative Use Only:

## VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Housekeeping amendments and new policy template	Director of Operations, Bourgeois	Council	

## MINUTES REFERENCE DATE

June 26, 2006

June 22, 2015

# SYNOPSIS

## 2024-25 Capital Budgets

### Town of Amherst & Amherst Water Utility

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Each year the Town of Amherst and the Amherst Water Utility present their capital budgets to Council for approval. The General Capital budget is in the amount of \$4,468,450. The Water Utility's capital budget is in the amount of \$465,600.

This year's capital budget for the water utility includes \$180,000 for a new backhoe and \$194,600 for the water portion of the large multi-category new housing development projects.

In the general capital budget we continue to replace various vehicles and equipment required to provide services to our residents with over \$455,000 committed to this initiative. There will be a \$393,000 investment in equipment for our police and fire services to ensure the safety of our first responders as well as the people they serve.

We are investing \$196,000 in our buildings to improve security and wifi coverage as well as accessibility improvements to Town Hall.

We are also investing over \$1,160,100 to pave all or part of 12 town streets and the replacement of all or a part of 5 sidewalks, along with a new gravel trail. Included in this amount is the installation of tactile plates at various intersections which will improve the accessibility of our sidewalks for those with visual disabilities.

There is \$1,352,350 being invested on Russell Street, Upper Church Street and Marshview Drive to support new housing development in the Town.

Furthermore, pending grant application approval, we are hoping to invest \$600,000 for an accessible playground.

We would also like to note that due to the positive financial position of the Town we are able to make these strategic investments without borrowing any funds or impacting the municipal tax rate going forward.

#### **MOTION:**

**That Council approve the Town of Amherst General Capital Budget for the 2024-25 fiscal year as presented in the amount of \$4,468,450, with the addition of a Virtual Firearms Training Platform in the amount of \$250,000 to be fully funded by a grant from the Nova Scotia Department of Justice, and the Amherst Water Utility Capital Budget for the 2024-25 fiscal year in the amount of \$465,600 to be funded as follows:**

<u>Town of Amherst - General Capital</u>		<u>Amherst Water Utility</u>	
Capital from Revenue	\$ 1,074,100	Capital from Revenue	\$ 40,000
Capital Reserve	394,172	Water Depreciation	375,800
Operating Reserve	709,000	Grants - Federal/Provincial	49,800
Canada Community Building Fund (formerly Gas Tax Fund)	752,000		<u>\$ 465,600</u>
Sustainable Services Growth Fund	800,000		
Grants - Federal/Provincial	739,178		
	<u>\$ 4,468,450</u>		

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

<u>Fiscal Year</u>	<u>General Capital Total Amount</u>	<u>Water Capital Total Amount</u>
2025-2026	\$ 5,284,000	\$ 554,000
2026-2027	\$ 4,951,000	\$ 351,000
2027-2028	\$ 3,450,000	\$ 926,000
2028-2029	\$ 3,851,000	\$ 766,000

*To be clear, the second part of this motion contemplates the approval of the amounts for the years 2025-2026 to 2028-2029 for planning purposes only; this is not the authority to spend, nor is it necessarily the final and complete listing.*



**AMHERST TOWN COUNCIL**

**RFD# 2024033**

**Date: March 25, 2024**

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

**SUBMITTED BY:** Sarah Wilson, Director of Finance

**DATE:** March 25, 2024

**SUBJECT:** 2024 – 25 Capital Budgets - Town of Amherst & Amherst Water Utility

**ORIGIN:** 2024 - 2025 budget preparations.

**LEGISLATIVE AUTHORITY:** Section 65 of the Municipal Government Act requires that council shall adopt an operating budget and a capital budget for each fiscal year.

**RECOMMENDATION:** That Council approve the Town of Amherst General Capital Budget for the 2024-25 fiscal year as presented in the amount of \$4,468,450 and the Amherst Water Utility Capital Budget for the 2024-25 fiscal year in the amount of \$465,600, and further, that Council approve in principle the subsequent four years' Capital Budget plan as presented.

**BACKGROUND:** Each year the Town of Amherst and the Amherst Water Utility present their capital budgets to Council for approval. This year, the general Capital budget in the amount of \$4,468,450 includes \$1,041,100 for street paving, \$119,000 for sidewalks and \$1,352,350 for large multi-category new housing development projects. The Amherst Water Utility's proposed capital budget of \$465,600 includes \$180,000 for a new backhoe and \$194,600 for the water portion of the large multi-category new housing development projects.

**DISCUSSION:** The capital budgets, as presented, fit within the Town's and the Utility's financial resources. There is no borrowing for the 2024-25 General or Water capital budgets.

**FINANCIAL IMPLICATIONS:** Funding this year's Town of Amherst General capital budget of \$4,468,450 and the Amherst Water Utility capital budget of \$465,600 is proposed to be:

Town of Amherst - General Capital		Amherst Water Utility	
Capital from Revenue	\$ 1,074,100	Capital from Revenue	\$ 40,000
Capital Reserve	394,172	Water Depreciation	375,800
Operating Reserve	709,000	Grants - Federal/Provincial	49,800
Canada Community Building Fund (formerly Gas Tax Fund)	752,000	\$	465,600
Sustainable Services Growth Fund	800,000		
Grants - Federal/Provincial	739,178		
	\$ 4,468,450		



As in past years, projections for the subsequent four years' Capital Budget plans are included for Council's consideration:

<u>Fiscal Year</u>	<u>General Capital Total Amount</u>	<u>Water Capital Total Amount</u>
2025-2026	\$ 5,284,000	\$ 554,000
2026-2027	\$ 4,951,000	\$ 351,000
2027-2028	\$ 3,450,000	\$ 926,000
2028-2029	\$ 3,851,000	\$ 766,000

**COMMUNITY ENGAGEMENT:** The council budget session has been recorded for the public's information. A budget report will be added to the website once all rates are finalized.

**ENVIRONMENTAL IMPLICATIONS:** None anticipated.

**SOCIAL JUSTICE IMPLICATIONS:** None anticipated.

**ALTERNATIVES:**

1. Approve the Town and Utility capital budgets as presented
2. Approve the Town and Utility capital budgets with amendments
3. Refer the Town and Utility capital budgets back to staff for further review.

**ATTACHMENTS:**

Copies of the Capital Budgets for the 2024-25 fiscal year and years 2-5.

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Report prepared by: Sarah Wilson, Director of Finance  
Report and Financial approved by:

Capital Budget		Sources of Financing									
YEAR 1 - 2024/25											
Projects	Estimated Gross Cost with non-recoverable HST included	Water Operating	Water Depreciation	General Operating	Sewer Operating	Capital Reserve	Operating Reserve	Canada Community Building Fund (formerly Gas Tax)	Sustainable Services Growth Fund (SSGF) Grant	Grants	Long Term Debt
<b>WATER CAPITAL</b>											
Wellfield Production Wells - replace pump in well P-3	60,000	9,000	51,000								
Fire Hydrant Replacement	17,000	17,000									
Water Meter Replacement	14,000	14,000									
Backhoe	180,000		180,000								
Russell Street - Phase 1	12,000		12,000								
Russell Street - Phase 2	33,000		33,000								
Upper Church Street - new housing development - housing related infrastructure	99,600		49,800							49,800	
Marshview Drive - new housing development - phase 1	50,000		50,000								
<b>WATER TOTAL</b>	<b>465,600</b>	<b>40,000</b>	<b>375,800</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>49,800</b>	<b>-</b>
<b>GENERAL CAPITAL</b>											
<b>EQUIPMENT</b>											
Loader - Streets	275,000			75,000			200,000				
1 Ton Dump Truck / Salt Truck	110,000			110,000							
Line Laser System for Centreline Painter	8,000			8,000							
Subtotal	<b>393,000</b>	<b>-</b>	<b>-</b>	<b>193,000</b>	<b>-</b>	<b>-</b>	<b>200,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>BUILDINGS / LAND</b>											
Street Light Poles - Industrial Park x 10 replacement	35,000			35,000							
Security Cameras - Public Works Garage	8,000			8,000							
Security Cameras - Stadium	13,000			13,000							
Stadium - Wifi Equipment replacement	50,000			50,000							
Town Hall - Accessibility Improvements - entrances and front counter	125,000			75,000						50,000	
Industrial Park Signage Area Upgrades	24,000						24,000				
Visitor Welcome Signage - Highway 2	10,000						10,000				
Landscaping, fence and/or welcome sign - 8 Lower LaPlanche St	8,000						8,000				
	<b>273,000</b>	<b>-</b>	<b>-</b>	<b>181,000</b>	<b>-</b>	<b>-</b>	<b>42,000</b>	<b>-</b>	<b>-</b>	<b>50,000</b>	<b>-</b>
<b>LARGE MULTI - CATEGORY PROJECTS</b>											
Russell Street - Phase 1	145,000								145,000		
Russell Street - Phase 2	317,000								317,000		
Upper Church Street - new housing development - housing related infrastructure	540,350								270,172	270,178	
Marshview Drive - land purchase (year 2 of 3)	150,000					150,000					
Marshview Drive - new housing development - phase 1	200,000					44,172	88,000		67,828		
Subtotal	<b>1,352,350</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>194,172</b>	<b>88,000</b>	<b>-</b>	<b>800,000</b>	<b>270,178</b>	<b>-</b>

Capital Budget		Sources of Financing									
YEAR 1 - 2024/25											
Projects	Estimated Gross Cost with non-recoverable HST included	Water Operating	Water Depreciation	General Operating	Sewer Operating	Capital Reserve	Operating Reserve	Canada Community Building Fund (formerly Gas Tax)	Sustainable Services Growth Fund (SSGF) Grant	Grants	Long Term Debt
<b>STREETS</b>											
Agnew ~ Clarence to Havelock (Overlay)	55,000							55,000			
Allison ~ Elmwood to Spring (Overlay)	80,000							80,000			
Anson ~ CNR Tracks to Chandler (Overlay)	115,000							115,000			
Anson ~ Cornwall to Hickman (Overlay)	70,000							70,000			
Arlington ~ All (Overlay)	22,000							22,000			
Beacon Street ~ Croft to Church (Overlay)	50,000							50,000			
Havelock ~ Prince Arthur to Spring (Overlay)	165,000							165,000			
Robie ~ Clarence to Havelock (Overlay)	46,000							46,000			
Sackville ~ Erncliffe to Rambler (Overlay)	22,000							22,000			
Townshend ~ Academy to Charles (Overlay)	18,000							18,000			
Anson Avenue - CN Rail crossing repairs (completed by CN)	148,100			148,100							
Rupert ~ Spring to Victoria (Cold Mill and Pave)	250,000					100,000	150,000				
Subtotal	<b>1,041,100</b>	-	-	<b>148,100</b>	-	<b>100,000</b>	<b>150,000</b>	<b>643,000</b>	-	-	-
<b>SIDEWALKS</b>											
LaPlanche ~ east side Victoria to Lawrence (TOA)	35,000							35,000			
Cornwall Street ~ Anson to Cordova (TOA)	10,000							10,000			
Beacon ~ Croft to Church (TOA)	17,000							17,000			
West Victoria ~ south side Hickman to CNR (TOA) - continuation of project from prior year	10,000						10,000				
Derby ~ Victoria to Trail (new sidewalk) (TOA)	18,000							18,000			
Trail ~ Clinton Street to NSCC and Southgate Village (new gravel trail) (TOA)	19,000							19,000			
Tactile Plates ~ Victoria @ Havelock Intersection and Town Hall crosswalk	10,000							10,000			
Subtotal	<b>119,000</b>	-	-	-	-	-	<b>10,000</b>	<b>109,000</b>	-	-	-
<b>STORM/SANITARY SEWER</b>											
Lift Station Pump Rebuild/Replacement	50,000				15,000		35,000				
Sludge reducing chemical feed pumps	9,000						9,000				
Subtotal	<b>59,000</b>	-	-	-	<b>15,000</b>	-	<b>44,000</b>	-	-	-	-
<b>FIRE DEPARTMENT</b>											
Wildland Coveralls (Qty 25) - replacement	20,000			20,000							
Structural Firefighting Bunker Gear (6-9 sets) - replacement	22,000			22,000							
Ventilation Fans (Qty 3) - replacement	22,000			22,000							
Floor Scrubber - Apparatus floor	12,000			12,000							
Subtotal	<b>76,000</b>	-	-	<b>76,000</b>	-	-	-	-	-	-	-
<b>POLICE DEPARTMENT</b>											
APX500 Radio Base and install	12,000			12,000							
Vehicle - Patrol # 1	75,000	-		75,000							
Dispatch Console and Software	115,000			115,000							
Watch Guard Body Cameras & Storage (Qty 10)	50,000			50,000							
Drone (APD / AFD)	65,000						65,000				
Subtotal	<b>317,000</b>	-	-	<b>252,000</b>	-	-	<b>65,000</b>	-	-	-	-

Capital Budget		Sources of Financing									
YEAR 1 - 2024/25											
Projects	Estimated Gross Cost with non-recoverable HST included	Water Operating	Water Depreciation	General Operating	Sewer Operating	Capital Reserve	Operating Reserve	Canada Community Building Fund (formerly Gas Tax)	Sustainable Services Growth Fund (SSGF) Grant	Grants	Long Term Debt
<b>RECREATION</b>											
Replace Massey Tractor	50,000			50,000							
Marsh Trail & Clinton Trail - Gate Enhancements	35,000			25,000			10,000				
Replace Roof - Dickey Park Washrooms	10,000			10,000							
Utility Trailer	12,000			12,000							
Condenser Water Tank for Stadium	10,000			10,000							
4 Stream Waste Receptacles for Parks (year 2 of 2)	10,000			10,000							
Robb Complex 3 Scoreboards	70,000			70,000							
Security Fencing - Angus Building Compound	22,000			22,000							
Accessible Playground (contingent on grant funding)	600,000					100,000	100,000			400,000	
Memorial - No. 2 Construction Battalion	19,000									19,000	
Subtotal	<b>838,000</b>	-	-	<b>209,000</b>	-	<b>100,000</b>	<b>110,000</b>	-	-	<b>419,000</b>	-
<b>GENERAL TOTAL</b>	<b>4,468,450</b>	-	-	<b>1,059,100</b>	<b>15,000</b>	<b>394,172</b>	<b>709,000</b>	<b>752,000</b>	<b>800,000</b>	<b>739,178</b>	-
<b>GRAND TOTAL WATER &amp; GENERAL</b>	<b>4,934,050</b>	<b>40,000</b>	<b>375,800</b>	<b>1,059,100</b>	<b>15,000</b>	<b>394,172</b>	<b>709,000</b>	<b>752,000</b>	<b>800,000</b>	<b>788,978</b>	-

Capital Budget		Sources of Financing								
YEAR 2 - 2025/26		Estimated Gross Cost with non-recoverable HST included	Water Operating	Water Depreciation	General Operating	Sewer Operating	Reserves	Canada Community Building Fund (formerly Gas Tax)	Grant	Long Term Debt
Projects										
<b>WATER CAPITAL</b>										
Loader	275,000			275,000						
Reservoir - interior cleaning / silt removal	75,000			75,000						
Service Truck with fibreglass service body	95,000		9,000	86,000						
Fire Hydrant Replacement	17,000			17,000						
Water Meter Replacement	14,000		14,000							
Russell Street - Phase 3	28,000			28,000						
Marshview Drive - new housing development - Phase 2	50,000			50,000						
<b>WATER TOTAL</b>	<b>554,000</b>		<b>40,000</b>	<b>514,000</b>						
<b>GENERAL CAPITAL</b>										
<b>EQUIPMENT</b>										
Replace Utility Trailer	12,000			12,000						
Service Truck - Sewer	75,000			60,000	15,000					
Subtotal	87,000			72,000	15,000					
<b>BUILDINGS / LAND</b>										
Town Hall - Front Door to Stairwell & Handrails for main entrance	15,000			15,000						
Town Hall - Windows Second Floor	65,000			65,000						
Street Light Poles - Industrial Park x 10 replacement	40,000			40,000						
Street Light Luminaires - Victoria Street (Acadia to CNR tracks) replacement	70,000			70,000						
Subtotal	190,000			190,000						
<b>LARGE MULTI - CATEGORY PROJECTS</b>										
Russell Street - Phase 3	262,000							262,000		
Marshview Drive - land purchase (year 3 of 3)	100,000						100,000			
Marshview Drive - new housing development - Phase 2	200,000						200,000			
Subtotal	562,000						300,000		262,000	
<b>STREETS</b>										
Ash ~ All (Overlay)	20,000							20,000		
Kay ~ All (Overlay)	10,000							10,000		
Patterson ~ All (Overlay)	100,000							100,000		
Racetrack Road ~ All (Overlay)	25,000							25,000		
Christie ~ Poplar to East Pleasant (Overlay)	55,000							55,000		
Silver ~ All (Overlay)	22,000							22,000		
Veno ~ All (Overlay)	18,000							18,000		
Tantram Court ~ All (Overlay)	33,000							33,000		
South Albion Street ~ Town Boundary to Robert Angus Drive (Cold Mill and Pave)	190,000							190,000		
Winston ~ Albion to Civic 40 (Overlay)	70,000							70,000		
Subtotal	543,000							543,000		
RC = Reconstruction and paving; CM = Cold mill and Paving; P = Pulverize and paving; O = Asphalt Overlay										
<b>SIDEWALKS</b>										
Havelock Street ~ Prince Arthur to Spring (TOA)	40,000							40,000		
Anson Avenue (new sidewalk) ~ Liberty to Cornwall	24,000							24,000		
Abbey Road (new sidewalk) ~ Spring to Victoria	46,000							46,000		
Wellington Street ~ Croft to Church (TOA)	19,000							19,000		
Tactile Plates ~ Victoria @ Lawrence Intersection	8,000							8,000		
Subtotal	137,000							137,000		
<b>STORM / SANITARY SEWER</b>										
Dundonald Street - street (CM) and storm sewer (corrugated)	125,000							20,000		105,000
Westminster Avenue - asphalt overlay, curb and storm sewer (corrugated)	280,000									280,000
Lift Station Pump Rebuild/Replacement	50,000			50,000						
WWTP UV Disinfection System	600,000								480,000	120,000
Subtotal	1,055,000			50,000				20,000	480,000	505,000
<b>FIRE DEPARTMENT</b>										
Live Fire Training Unit	1,500,000								750,000	750,000
Structural Firefighting Bunker Gear (6-9 sets) - replacement	22,000			22,000						
VHF / Digital Radios - replacement	150,000			150,000						
Fire Station Bldg Repairs - Replace all building electrical wiring	200,000									200,000
Fire Station Bldg Repairs - Insulate hot water heating supply and return piping	8,000									8,000
Fire Station Bldg Repairs - Replacement of exterior windows	80,000									80,000
Fire Station Bldg Repairs - Replace roof membrane - main building	95,000									95,000
Fire Station Bldg Repairs - Replace mechanical roof support curb & add add'l roof drains	40,000									40,000
Subtotal	2,095,000			172,000					750,000	1,173,000
<b>POLICE DEPARTMENT</b>										
Vehicle - Patrol # 6	75,000			75,000						
Vehicle - Crime Prevention	55,000			55,000						
Dress Uniforms (year 1 of 2)	24,000			24,000						
Vehicle - Patrol # 3	75,000			75,000						
APD Server	26,000			26,000						
Subtotal	255,000			255,000						
<b>RECREATION</b>										
Robb Complex Dugouts - replacement	70,000			70,000						
New Ice Edger	10,000			10,000						
Infield Groomer	10,000			10,000						
Zero Turn - replacement	40,000			40,000						
Site Furniture	20,000			20,000						
Glycol Loop For Stadium Compressor	30,000			30,000						
Decorative Lighting	25,000			25,000						
Church Street Court Fence - replacement	60,000			20,000						40,000
Victoria Square Lights	65,000			65,000						
Skate Park Repairs	20,000			20,000						
Snow Blower Attachment for Kubota	10,000			10,000						
Subtotal	360,000			320,000						40,000
<b>GENERAL TOTAL</b>	<b>5,284,000</b>			<b>1,059,000</b>	<b>15,000</b>		<b>300,000</b>	<b>700,000</b>	<b>1,492,000</b>	<b>1,718,000</b>

<b>GRAND TOTAL WATER &amp; GENERAL</b>	<b>5,838,000</b>	<b>40,000</b>	<b>514,000</b>	<b>1,059,000</b>	<b>15,000</b>	<b>300,000</b>	<b>700,000</b>	<b>1,492,000</b>	<b>1,718,000</b>
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Capital Budget		Sources of Financing							
YEAR 3 - 2026/27									
Projects	Estimated Gross Cost with non-recoverable HST included	Water Operating	Water Depreciation	General Operating	Sewer Operating	Reserves	Canada Community Building Fund (formerly Gas Tax)	Grant	Long Term Debt
<b>WATER CAPITAL</b>									
Dale Street ~ LaPlanche to Eddy - water main replacement	220,000	9,000	211,000						
Fire Hydrant Replacement	17,000	17,000							
Water Meter Replacement	14,000	14,000							
Russell Street - Phase 4	30,000		30,000						
Marshview Drive - new housing development - Phase 3	70,000		70,000						
<b>WATER TOTAL</b>	<b>351,000</b>	<b>40,000</b>	<b>311,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>GENERAL CAPITAL</b>									
<b>EQUIPMENT</b>									
Sidewalk Snowplow with Blower	210,000			210,000					
Service Truck - Streets	75,000			75,000					
Replace 1/2 Ton Truck	60,000			60,000					
Lighting - Robert Angus Trail ~ Church to Willow - (part of paving project)	25,000			25,000					
Lighting - Willow Street Trail ~ Robert Angus to East Pleasant - (part of paving project)	10,000			10,000					
Subtotal	<b>380,000</b>	<b>-</b>	<b>-</b>	<b>380,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>BUILDINGS / LAND</b>									
5 Ratchford Street (CCUBIC) - Upper Level Roof	140,000								140,000
Town Hall Main Floor & lower level Windows	95,000								95,000
Subtotal	<b>235,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>235,000</b>
<b>LARGE MULTI - CATEGORY PROJECTS</b>									
Dale Street ~ LaPlanche to Eddy - street, sanitary sewer, curb	400,000								400,000
Russell Street - Phase 4	295,000						295,000		
Marshview Drive - new housing development - Phase 3	280,000					280,000			
Subtotal	<b>975,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>280,000</b>	<b>-</b>	<b>295,000</b>	<b>400,000</b>
<b>STREETS</b>									
Milford ~ Coates to Franklyn, & Willow to Allison (Overlay)	50,000						50,000		
Rogers ~ All (Overlay)	110,000						110,000		
Willow Court ~ All (Overlay)	40,000						40,000		
Russell ~ Victoria to 44 Russell (Overlay)	80,000						80,000		
Church ~ Robert Angus Drive to Town Boundary (Cold Mill and Pave)	210,000						2,000		208,000
South Albion ~ Robert Angus Drive to Costin Drive (Cold Mill and Overlay)	325,000								325,000
Clinton ~ All (Overlay)	70,000								70,000
Subtotal	<b>885,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>282,000</b>	<b>-</b>	<b>603,000</b>
<b>SIDEWALKS</b>									
Victoria Street ~ North Side Herbert to Rupert (TOA)	16,000						16,000		
Dickey Street ~ North Side Charles to Donald (TOA)	25,000						25,000		
Robert Angus Trail ~ Church to Willow - Paving	75,000						75,000		
Willow Street Trail ~ Robert Angus to East Pleasant - Paving	72,000						72,000		
Clarence Street ~ Belmont to Spring (TOA)	15,000						15,000		
Cornwall Street ~ Cordova to Hickman (TOA)	20,000						20,000		
Eddy Street ~ Victoria to Civic #20 (TOA)	15,000						15,000		
Tactile Plates	20,000						20,000		
Subtotal	<b>258,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>258,000</b>	<b>-</b>	<b>-</b>
<b>STORM / SANITARY SEWER</b>									
Lift Station Pump Rebuild/Replacement	50,000			35,000	15,000				
Minto Street - street (CM) and storm sewer (corrugated)	160,000						160,000		
Replace all aeration lines at WWTP	80,000								80,000
WWTP Lagoon Sludge Removal and Disposal	300,000								300,000
Subtotal	<b>590,000</b>	<b>-</b>	<b>-</b>	<b>35,000</b>	<b>15,000</b>	<b>-</b>	<b>160,000</b>	<b>-</b>	<b>380,000</b>
<b>FIRE DEPARTMENT</b>									
Truck - replace unit 8 - Tanker - water shuttle	600,000								600,000
Computer Aided Dispatch System and mobile data terminals	175,000								175,000
Structural Firefighting Bunker Gear (6-9 sets) - replacement	22,000			22,000					
Fire Fighter Voice Pagers (60 units) - replacement	48,000			48,000					
Subtotal	<b>845,000</b>	<b>-</b>	<b>-</b>	<b>70,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>775,000</b>
<b>POLICE DEPARTMENT</b>									
Hard Body Armour	35,000			35,000					
Dress Uniforms (year 2 of 2)	28,000			28,000					
APD Rear Door Repair	10,000			10,000					
Vehicle - MCU	55,000			55,000					
Vehicle - Patrol #2	75,000			75,000					
Subtotal	<b>203,000</b>	<b>-</b>	<b>-</b>	<b>203,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>RECREATION</b>									
Site Furniture	20,000			20,000					
Decorative Lighting	25,000			25,000					
Strawberry Fields Playground Equipment - replacement	100,000			100,000					
Floor Scrubber - replacement	15,000			15,000					
Storage Shed at Angus Building - replacement	20,000			20,000					
Replace Half Ton Truck	60,000			60,000					
1 Ton Dump Truck - replacement	90,000			90,000					
Beacon Street Playground Equipment - replacement	250,000			40,000					210,000
Subtotal	<b>580,000</b>	<b>-</b>	<b>-</b>	<b>370,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>210,000</b>
<b>GENERAL TOTAL</b>	<b>4,951,000</b>	<b>-</b>	<b>-</b>	<b>1,058,000</b>	<b>15,000</b>	<b>280,000</b>	<b>700,000</b>	<b>295,000</b>	<b>2,603,000</b>
<b>GRAND TOTAL WATER &amp; GENERAL</b>	<b>5,302,000</b>	<b>40,000</b>	<b>311,000</b>	<b>1,058,000</b>	<b>15,000</b>	<b>280,000</b>	<b>700,000</b>	<b>295,000</b>	<b>2,603,000</b>

Capital Budget		Sources of Financing					
YEAR 4 - 2027/28							
Projects	Estimated Gross Cost with non-recoverable HST included	Water Operating	Water Depreciation	General Operating	Sewer Operating	Canada Community Building Fund (formerly Gas Tax)	Long Term Debt
<b>WATER CAPITAL</b>							
Queen Street ~ Church to Albion - water main replacement	500,000		114,000				386,000
Dump Truck	325,000		325,000				
Wellfield Production Wells - replace pump in well P-2	60,000	9,000	51,000				
Wellfield Chlorine Building - replace roof	10,000		10,000				
Fire Hydrant Replacement	17,000	17,000					
Water Meter Replacement	14,000	14,000					
<b>WATER TOTAL</b>	<b>926,000</b>	<b>40,000</b>	<b>500,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>386,000</b>
<b>GENERAL CAPITAL</b>							
<b>EQUIPMENT</b>							
Backhoe - Sewer	180,000			180,000			
Service Truck - Sewer	70,000			70,000			
Subtotal	250,000	-	-	250,000	-	-	-
<b>LARGE MULTI - CATEGORY PROJECTS</b>							
Queen Street ~ Church to Albion - street, sanitary sewer, curb, sidewalk	1,000,000	-	-	-	-	-	1,000,000
<b>STREETS</b>							
Chamberlain ~ Newton to South Albion (Overlay)	60,000					60,000	
Belmont ~ Melrose to Clarence (Overlay)	25,000					25,000	
Robert Angus Dr ~ Church Street to Tantramar GMC (Cold Mill and Pave)	365,000			84,000			281,000
Foundry ~ Copp to End (Overlay)	35,000					35,000	
Newton ~ Chamberlain to Ash (Overlay)	30,000					30,000	
Park ~ West Pleasant to Hickman (Overlay)	200,000					200,000	
South Albion ~ Costin Drive to Poplar Street (Cold Mill and Pave)	200,000					200,000	
Subtotal	915,000	-	-	84,000	-	550,000	281,000
<b>SIDEWALKS</b>							
Anson Ave ~ Hickman to Civic #5 (TOA)	16,000					16,000	
Park Street ~ Mission to Hickman (new sidewalk)	20,000					20,000	
Park Street ~ Maltby to McCully (new sidewalk)	12,000					12,000	
McCully Street ~ Park to Anson (new sidewalk)	40,000					40,000	
Lusby ~ West Victoria to end	10,000					10,000	
Donald ~ # 5 Donald to Dickey	7,000					7,000	
Tactile Plates	20,000					20,000	
Subtotal	125,000	-	-	-	-	125,000	-
<b>STORM / SANITARY SEWER</b>							
Wellington Street - street (CM) and storm sewer (corrugated)	230,000					25,000	205,000
Lift Station Pump Rebuild/Replacement	50,000			35,000	15,000		
Croft Street ~ Beacon to East Pleasant - asphalt overlay and storm sewer (corrugated)	190,000						190,000
Subtotal	470,000	-	-	35,000	15,000	25,000	395,000
<b>FIRE DEPARTMENT</b>							
Fire Station Bldg Repairs - Replace Generator and Supply Tank	190,000			190,000			
Fire Station Bldg Repairs - Replace the Nederman Exhaust Fan	10,000			10,000			
Fire Station Bldg Repairs - Basement entrance stairwell repair moisture infiltration	50,000			50,000			
Fire Station Bldg Repairs - Install exhaust ventilation in washroom, oil/lubricant storage rooms	20,000			20,000			
Fire Station Bldg Repairs - Replace the mortar in all joints	20,000			20,000			
Fire Station Bldg Repairs - Apply moisture inhibitor spray to exterior finishes to protect from water damage	70,000			70,000			
Subtotal	360,000	-	-	360,000	-	-	-
<b>POLICE DEPARTMENT</b>							
Truck - Vehicle # 5	90,000			90,000			
Carbine/ERT Equipment	20,000			20,000			
Vehicle - Patrol #1	75,000			75,000			
Subtotal	185,000	-	-	185,000	-	-	-
<b>RECREATION</b>							
Site Furniture	20,000			20,000			
Decorative Lighting	25,000			25,000			
Ernie Lane Playground Equipment replacement	100,000			100,000			
Subtotal	145,000	-	-	145,000	-	-	-
<b>GENERAL TOTAL</b>	<b>3,450,000</b>	<b>-</b>	<b>-</b>	<b>1,059,000</b>	<b>15,000</b>	<b>700,000</b>	<b>1,676,000</b>
<b>GRAND TOTAL WATER &amp; GENERAL</b>	<b>4,376,000</b>	<b>40,000</b>	<b>500,000</b>	<b>1,059,000</b>	<b>15,000</b>	<b>700,000</b>	<b>2,062,000</b>

Capital Budget		Sources of Financing					
YEAR 5 - 2028/29							
Projects	Estimated Gross Cost with non-recoverable HST included	Water Operating	Water Depreciation	General Operating	Sewer Operating	Canada Community Building Fund (formerly Gas Tax)	Long Term Debt
<b>WATER CAPITAL</b>							
York Street ~ Mission to West Pleasant - water main replacement	480,000		250,000				230,000
Wellfield Chlorination System - replacement	100,000		100,000				
Service Truck with fibreglass service body	95,000		95,000				
1/2 Ton Truck - replacement	60,000	9,000	51,000				
Fire Hydrant Replacement	17,000	17,000					
Water Meter Replacement	14,000	14,000					
<b>WATER TOTAL</b>	<b>766,000</b>	<b>40,000</b>	<b>496,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>230,000</b>
<b>GENERAL CAPITAL</b>							
<b>EQUIPMENT</b>							
Loader - Streets	275,000			275,000			
Replace walk behind line painter	17,000			17,000			
Replace Asphalt Roller	65,000			65,000			
Subtotal	<b>357,000</b>	<b>-</b>	<b>-</b>	<b>357,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>BUILDINGS / LAND</b>							
Public Works Garage - replace compound fencing	80,000			80,000			
Terrace Street Lift Station roofing	12,000			12,000			
Library building upgrades	150,000			87,000			63,000
Subtotal	<b>242,000</b>	<b>-</b>	<b>-</b>	<b>179,000</b>	<b>-</b>	<b>-</b>	<b>63,000</b>
<b>LARGE MULTI - CATEGORY PROJECTS</b>							
York Street ~ Mission to West Pleasant - street, sanitary sewer, curb	<b>950,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>950,000</b>
<b>STREETS</b>							
South Albion ~ Poplar to East Pleasant (Cold Mill and Pave)	165,000					63,000	102,000
Albion ~ East Pleasant to Spring (Cold Mill and Pave)	125,000					125,000	
Victoria ~ Acadia to CNR Tracks (Cold Mill and Pave)	250,000						250,000
Hill ~ Mission to West Pleasant (Overlay)	98,000					98,000	
East Pleasant ~ Charles to Veno (Overlay)	103,000					103,000	
Marshview ~ Victoria to End (Cold Mill and Overlay)	97,000					97,000	
Robert Angus Dr ~ Tantramar GMC to South Albion (Cold Mill and Pave)	365,000						365,000
Gould ~ Wellington to Stadium (Overlay)	15,000					15,000	
Subtotal	<b>1,218,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>501,000</b>	<b>717,000</b>
<b>SIDEWALKS</b>							
Fairview ~ Poplar to Winston (new sidewalk)	40,000					40,000	
Winston ~ Fairview to South Albion (new sidewalk)	75,000					75,000	
Industrial Park Drive ~ Southgate to Woodlawn (new sidewalk - gravel)	72,000					72,000	
Chandler Road / Tupper Blvd ~ Anson to Town Boundary (new sidewalk - gravel)	122,000						122,000
Academy ~ Dickey to Wellington	12,000					12,000	
Subtotal	<b>321,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>199,000</b>	<b>122,000</b>
<b>STORM / SANITARY SEWER</b>							
Cornwall Avenue - street (CM) and storm sewer (corrugated)	225,000						225,000
Lift Station Pump Rebuild/Replacement	50,000			35,000	15,000		
Subtotal	<b>275,000</b>	<b>-</b>	<b>-</b>	<b>35,000</b>	<b>15,000</b>	<b>-</b>	<b>225,000</b>
<b>FIRE DEPARTMENT</b>							
Commercial Washer and Dryer System - replacement	23,000			23,000			
Subtotal	<b>23,000</b>	<b>-</b>	<b>-</b>	<b>23,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>POLICE DEPARTMENT</b>							
Vehicle - Police # 6	75,000			75,000			
Vehicle - Police # 3	75,000			75,000			
Regualr Body Armour & Spares	30,000			30,000			
Subtotal	<b>180,000</b>	<b>-</b>	<b>-</b>	<b>180,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>RECREATION</b>							
Site Furniture	20,000			20,000			
Decorative Lighting	25,000			25,000			
Zero turn mower replacement	40,000			40,000			
Harding Park Playground Equipment replacement	100,000			100,000			
Replace 1 Ton Truck	100,000			100,000			
Subtotal	<b>285,000</b>	<b>-</b>	<b>-</b>	<b>285,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>GENERAL TOTAL</b>	<b>3,851,000</b>	<b>-</b>	<b>-</b>	<b>1,059,000</b>	<b>15,000</b>	<b>700,000</b>	<b>2,077,000</b>

<b>GRAND TOTAL WATER &amp; GENERAL</b>	<b>4,617,000</b>	<b>40,000</b>	<b>496,000</b>	<b>1,059,000</b>	<b>15,000</b>	<b>700,000</b>	<b>2,307,000</b>
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# MEMORANDUM

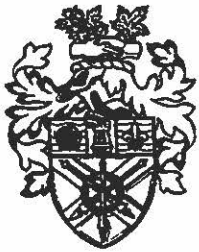
To: Mayor Kogon and Members of Amherst Town Council  
From: Jason MacDonald, Chief Administrative Officer  
Date: March 25, 2024  
Subject: Stadium Netting

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At the March 18, 2024 Committee of the Whole meeting the following motion was passed:

**That Council forward to the March 25, 2024 regular meeting, direction to staff to remove the stadium netting from the sides before the next hockey season.**

Since that time, staff found the attached memo from 2005. The memo states that the Maritime Hockey League team president requested that the Town install the netting. Staff are currently reaching out to the League to determine their current views on the matter, and will bring this matter back to Council at the April Committee of the Whole.



Town of

# Amherst

## FAITH IN OUR PEOPLE - PRIDE IN OUR PRODUCTS RECOMMENDATION

**TO:** His Worship Mayor Hallee and Members of Council  
**DATE:** Aug 10 , 2005  
**SUBJECT:** AMHERST STADIUM PLEXIGLASS AND NETTING

Part of the renovations of the Amherst Stadium scheduled for next year includes the placement of six feet of plexiglas around the entire ice surface together with safety netting above the glass.

Recently the Town received correspondence from the Maritime Junior Hockey League requesting we install the six foot plexiglas and netting this year. On July 12, Pat Dixon and I met with Vern Doyle, League President, and informed him of our plans for 2006 and told him we were planning to install the six foot glass around the visitors' bench and the penalty box this year and asked for his acceptance of our plan to install the balance of the six foot glass next year. He said he could accept that if we also installed the netting this year.

We have retained Seacor Atlantic to install the six foot glazing around the visitors' bench and the penalty box at a price of \$14,796.86.

Seacor have quoted an extra price of \$9,500.00 to install the safety netting along both sides of the arena above the existing three foot high plexiglas. Our Architect, Jim Reardon, supports the installation of the netting now . He says the combination of plexiglas and netting is the norm today in the industry to protect spectators from injury and arena owners from liability.

Both the glass and netting are compatible with our plans for next years renovation and neither will have to be replaced.

We have two options:

1. Do not install the netting this year.
2. Install the netting this year. This will satisfy the Maritime Junior Hockey League and will also reduce liability exposure for the Town from persons hit by flying pucks.

Administration recommends we install the netting along both sides of the arena and the six foot plexiglas around the visitors' bench and the penalty box for the upcoming season at a cost of \$24,296.86 with financing on the same basis as the major project.

Prepared by:

Submitted by:

Operational Services  
Ratchford Street - P.O. Box 516

Amherst, Nova Scotia B4B 5A1  
Telephone (902) 667-7743  
Fax (902) 667-5489  
**Ronald S. Patterson, P.Eng.**  
**Director - Operational Services**  
opservices@town.amherst.ns.ca

**Greg Herrett C.A.**  
**Town Manager**

*Home of Four Federations*

# **Internal Committee Report**

## **Planning Advisory Committee**

**March 2024**

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The Planning Advisory Committee is scheduled to meet Tuesday, April 2, 2024 at 4:30 p.m. in Town Hall Council Chambers to review two recent planning related applications. A full report with further details on this meeting will be provided to Council next month.

# **Internal Committee Report**

## **Amherst Board of Police Commissioners**

### **March 2024**

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The Amherst Board of Police Commissioners met on February 27, 2024 at 3:00 p.m. in Town Hall Council Chambers.

The Board received an informative presentation on their roles and responsibilities as Board members from DOJ representatives Charcy Marchand and Tim Mills.

A verbal update on the Amherst Police Department's strategic plan was given to members. The Chief's report was also reviewed.

The Board met again on March 21, 2024 to review the Amherst Police Departments 2024/25 operating budget. A motion was passed that the Board recommend Council approve the 2024/25 APD operating budget as presented.

The Chief's report, included in the agenda package, was reviewed with the Board.

The Strategic Planning committee will be meeting with APD staff on March 27<sup>th</sup> and 28<sup>th</sup> to discuss the strategic plan, a further update will be made at the next meeting, which has been scheduled for Tuesday, April 16<sup>th</sup> at 3:00 p.m.

# **Internal Committee Report**

## **Audit Committee**

**March 2024**

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The Audit Committee met on March 5, 2024 at 12:00 p.m. in Town Hall Council Chambers.

An election of Chair and Vice Chair for the 2024 calendar year was held, with Mayor Kogon being elected as Chair, and citizen appointee Rob Small being elected as Vice Chair.

The third quarter financial report and the capital budget actuals-to-date were reviewed by the Committee.

# Internal Committee Report

## Inclusion, Diversity & Equity Committee

### March 2024

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The Inclusion, Diversity and Equity Committee met on Wednesday, February 28, 2024 at 6:00 p.m. in Town Hall Council Chambers.

The Committee reviewed Goal 2 of the Strategic Plan, being “Become a Municipality that works to the fulfillment of human rights”. Further to the discussion had, the Chairs of all three social equity committees agreed to collaborate in a joint workshop with committee members which has been scheduled for Wednesday, April 17, 2024 at 6:00 p.m. at the Community Credit Union Business Innovation Center.

The Committee also reviewed the wording of the Town’s Territorial Land Acknowledgement. Members would like to see it more customized to Amherst, and perhaps the language of reconciliation could be implemented. Further discussion regarding this item will be held at the next meeting.

The Committee reviewed the Town’s Attendance Administration Policy and passed a motion recommending Council repeal the policy and further that staff create a new policy through a more supportive lens.

Mallory Klooster reviewed the Inclusive Language in the workplace report that was included in the agenda. The Mi’kmaw’ki Indigenous Allyship Toolkit was also reviewed and the Committee discussed how both could be included as part of Inclusion, Diversity and Equity training. A motion was passed that the Committee request the CAO to direct staff bring back a report to this Committee with consultation with HRM to adopt the Mi’kmaw’ki Indigenous Allyship Toolkit and have it included with the Inclusion, Diversity and Equity training. This led into a more fulsome discussion around Inclusion, Diversity and Equity training. It was agreed to create a working group to develop this more, with consideration given to the Mi’kmaw’ki Indigenous Allyship Toolkit and inclusive language.

A brief discussion was held around the 2024 Acadian Festival. Members were encouraged to assist with the festival, with further details being provided.

To end the meeting, Chairperson Davidson presented a brief evidence-based history of the Amherst Highlands as part of African Heritage Month.

The next meeting is scheduled for Wednesday, April 3, 2024 at 6:00 p.m.

# Internal Committee Report

## Poverty Reduction Advisory Committee

### March 2024

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The Poverty Reduction Advisory Committee met on March 21, 2024 at 4:30 p.m. in Town Hall Council Chambers.

The meeting started with a roundtable discussion where members could bring forward and discuss any items or topics of interest that they would like addressed. Topics included: youth housing insecurity, community/backyard gardening and food insecurity, volunteerism and incentives to increase support for local organizations, basic income, and other issues. It was a meaningful discussion and all committee members were engaged.

Further to the discussion, the Committee passed the following motion:

**That the Poverty Reduction Advisory Committee recommends that Council direct the CAO to have staff do a report regarding a tax credit that considers time spent doing volunteer work as a donation, as this could encourage volunteerism.**

Topics for the Joint Committee Workshop scheduled for Thursday, April 17, 2024 were also discussed.

The Community Well Being Manager reviewed the Strategic Plan Report Update 2024.

The Amherst Regional High School Social Justice Committee will be hosting an Amherst High Education Awareness Day on May 17<sup>th</sup>. This student-led conference aims to provide students with diverse perspectives and enriching experiences by having a variety of different speakers present. Town staff, available committee members and community partners have been invited to develop and facilitate one of four 75-minute sessions with the students throughout the day, discussing topics such as the stigma around poverty and why volunteering and grassroots community development is important.

An update on the Basic Income Guarantee was provided to members.

The next meeting was scheduled for Thursday, April 25<sup>th</sup>, 2024 at 4:30 p.m.

# External Committee Report

## Cumberland Public Libraries

### March 2024

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#### Read Local Cumberland

This May and June we'll be hosting READ LOCAL CUMBERLAND in Amherst and around the County. We are currently in the process of signing up authors to participate. Authors will get a table to sell their books and a 15-minute reading slot to introduce people to their work. There is no fee to participate (although donations to the library are always welcome) and the author retains all profits from book sales.

#### State of the Library

The Board will hold its annual Public Meeting on April 25, 2024 at the Springhill Library. We will also be live streaming on our Facebook page.

#### Statistics

In the month of January, Cumberland Public Libraries signed out 12,327 items, 4,789 items in Amherst alone. This includes books, movies, TV shows, magazines, e-books and more.

Also, in January the Amherst library offered 18 in-person programs with 262 people in attendance. The Amherst library had 1,689 in person visits.

<b>Revenue as of January 31, 2024</b>		
	Budgeted	As of Date
Province of Nova Scotia	775,400	775,400
County of Cumberland	186,267	139,601
Amherst	87,299	93,300
Oxford	10,334	10,334
<i>Sub Total Requisitions</i>	<i>1,059,300</i>	<i>1,018,635</i>
Board Generated Funding (includes grants, fundraising, cost recovery, donations, etc)	119,300	266,749
<b>Total Revenue</b>	<b>1,178,600</b>	<b>1,285,384</b>
<b>Expenditures as of January 31, 2024</b>		
Salaries and benefits	1,014,450	952,104
Library Materials	105,930	84,442
Vehicle Operation	9,050	4,454
Operating Expenses	116,600	85,593
Program Expenses	13,000	11,189
Board & staff - training and travel	9,300	8,714
Accessibility	4,000	100
Automation	27,000	21,761
Grant disbursement	1,000	68,243
<b>Total Expenses</b>	<b>1,300,330</b>	<b>1,236,600</b>

**Next Board meeting April 16, 2024.**

# External Committee Report

## Cumberland YMCA

### March 2024

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#### **Membership**

Total Active Members: 1849 Members. 263 Members on Financial Assistance. March Membership Promo: Intro Payment for New Members in effect through March 31<sup>st</sup>

#### **HFA**

HFA Spring Program Registration is now open! (Swim Lessons, Dance Dance, Soccer Stars, Basketball Stars, Run Jump Throw, etc...)

Fitness March Break Activities - Average of 15 per activity (Bouncy Castle, Obstacle Course, Dodgeball, Basketball, Playpals etc....)

Sock Hop Y Dance - 53 Total Participants

Intermediate Workplace First Aid and CPR-C will be offered March 23-24, 2024.

Pool March Break Activities - Average of 75 patrons per swim (Public, Family, WiBIT, etc...)

#### **Fund Development**

##### **Coldest Night of the Year 2024**

The Coldest Night of the Year was held on February 24, 2024. We had 15 teams participate comprised of 79 walkers and 2 Sponsors; Northumberland Properties and Community Credit Union. We received food donations from GFS and Jeff Bembridge. Donations received so far are at \$18,348 and counting.

##### **Give the Gift of Camp**

Give the Gift of Camp is back for another year and launched the week of February 26 to March 1. The Kent POS campaign launched on March 1.

##### **Upcoming Fundraising Events**

Spin-a-thon - Sunday, March 24, 2024 from 4:00-7:00 p.m.

YMCA Fire Truck Pull will be taking place in June and planning is underway.

# External Committee Report

## Northern Region Solid Waste Resource Committee

March 2024

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### Provincial Updates

#### **EPR for PPP**

Regional staff will be meeting with representatives from Circular Materials on April 12<sup>th</sup> to discuss EPR for PPP. Circular Materials plans on reviewing what is included in the EPR for PPP Program, proposed collection details, program management, and promotion and education to residents.

#### **Regional Coordinator Position**

As a reminder, the administrative duties for the Regional Coordinator position will be moving over to the Municipality of East Hants on April 1, 2024.

#### **Divert NS Scholarship**

The Divert NS Champion of the Environment Scholarship application is now open. The scholarship is open to Grade 12 students in NS and one (1) \$2500 scholarship will be awarded to a Grade 12 student in Region 3. All information about the scholarship can be found at <https://divertns.ca/champion-environment-scholarship>. The deadline for submissions is April 28<sup>th</sup>, 2024.

# External Committee Report

## L.A. Animal Shelter

### March 2024

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On March 19<sup>th</sup> we held our AGM. In 2023 we took in 655 animals. 558 were adopted out, 47 of which were dogs - the balance being cats and kittens. We also had 44 cats come in on our Mama's Last Litter program.

Currently we have 34 cats and 4 dogs in our care. February saw 33 cats and 2 dogs adopted and 3 cats in on the Mama's Last Litter program. To date for March, we have adopted out 19 cats and 2 dogs.

Our next fundraiser will be our annual Spring Tea. A grant application has been submitted to theTown to aid in the expenses.

We expect to begin construction on the new facility next month! Construction is expected to take between 6 to 8 months.

Two Fools has asked us to host their play this fall and we will receive proceeds from their production.