



Town of Amherst
Special Council Meeting
Agenda

Date: **Wednesday, June 4, 2025**
Time: **12:00 pm**
Location: **Council Chambers, Town Hall**

Pages

1. CALL TO ORDER

1.1 TERRITORIAL ACKNOWLEDGMENT

“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.”

2. REQUEST FOR DECISION

2.1 Capital Budget Amendment - Live Fire Training Facility - Davidson

1 - 6

3. ADJOURNMENT

SYNOPSIS

CAPITAL BUDGET AMENDMENT LIVE FIRE TRAINING FACILITY

The Town of Amherst and the Amherst Fire Fighters Association would like to procure a live fire training facility which would provide realistic fire suppression training to meet the local needs of the fire department, well into the future. Further, the Amherst Fire Fighters Association will cover all costs related to the design, permitting, preparation, construction and commissioning of the live fire training facility, with the provision that the Town of Amherst agrees to provide \$175,000 towards the initial capital cost of this project and further agrees to pay all operational and maintenance costs for this facility once in operation; with the exception of future capital improvements.

The projected annual operating cost of this facility at peak use is estimated at \$20,000 annually, which will cover the cost for propane and ongoing maintenance. There will be a corresponding savings in off site firefighting training.

This is an excellent example of cooperation and collaboration between the Town and the Amherst Fire Fighters Association to find a long term, local solution to our training needs. The Town of Amherst is appreciative and grateful for the generosity of the association and look forward to many more years of working together for the benefit and safety of our community.

MOTION:

That Council approve an amendment to the 2025/26 capital budget in the amount of \$2,000,000 for a live burn training facility with \$175,000 in funding from the capital reserve and \$1,825,000 in funding in the form of a grant from the Amherst Fire Fighters Association.

And further that Council approve the attached agreement for the construction and operation of the live fire training facility and authorize the Mayor and CAO to sign into an agreement, subject to minor non-substantive revisions as may be necessary.

TO: Mayor Small and Members of Council

SUBMITTED BY: Greg Jones, Director of Fire Services

DATE: June 4, 2025

SUBJECT: Capital Budget Amendment – Live Fire Training Facility

ORIGIN: A request from the Amherst Fire Fighter Association.

LEGISLATIVE AUTHORITY: 37000-01 Procurement Policy

RECOMMENDATION: That Council approve an amendment to the 2025/26 capital budget to include a live burn training facility, with \$175,000 in funding from the Capital Reserve and \$1,825,000 in funding in the form of a grant from the Amherst Fire Fighters Association; and further that the Mayor and CAO be authorized to sign the attached agreement with the Amherst Fire Fighters Association for the construction and operation of this new facility.

BACKGROUND: The Amherst Fire Fighters Association would like move forward with an agreement to purchase a live fire training facility.

DISCUSSION: The Amherst Fire Fighters Association would like to procure a live fire training facility which would provide realistic fire suppression training to meet the local needs of the fire department, well into the future. Further, the Amherst Fire Fighters Association will cover all costs related to the design, permitting, preparation, construction and commissioning of the live fire training facility, with the provision that the Town of Amherst agrees to provide \$175,000 towards the initial capital cost of this project and further agrees to pay all operational and maintenance costs for this facility once in operation; with the exception of future capital improvements.

The projected annual operating cost of this facility at peak use is estimated at \$20,000 annually, which will cover the cost for propane and ongoing maintenance. There will also be an annual savings of about the same amount related to offsite fire fighting training.

FINANCIAL IMPLICATIONS: \$2,000,000 to procure a live fire training facility in partnership with the Amherst Fire Fighters Association, with a \$175,000 contribution being made by the Town of Amherst to this project and all remaining costs being covered by the Amherst Fire Fighters Association.

SOCIAL JUSTICE IMPLICATIONS: The purchase of a live fire training facility will not have or promote a social justice implication within the community.





AMHERST TOWN COUNCIL

RFD# 2025077

Date: June 4, 2025

ENVIRONMENTAL IMPLICATIONS: This unit will use propane or natural gas which will remove the need to use wood or other unnecessary products to provide firefighter training.

COMMUNITY ENGAGEMENT: The procurement process will be used to procure this product, as per our Procurement Policy.

ALTERNATIVES:

1. Reduce approval value
2. Reject capital request

ATTACHMENTS:

1. Live fire training facility agreement
-



This LIVE FIRE TRAINING FACILITY AGREEMENT (the "Agreement") made this ___ day of _____, 2025.

AMONG:

TOWN OF AMHERST

(herein referred to as the "Town")

- and -

AMHERST FIRE FIGHTERS' ASSOCIATION

(herein referred to as the "User")

WHEREAS, a live fire training facility will be erected at 62 Albion Street behind the building known as the Amherst Fire Station. All parties to this agreement agree to comply with the following terms and conditions of this agreement.

1. The Amherst Fire Fighters Association agrees to cover all costs related to design, permitting, preparation, construction and commissioning of the live fire training facility.
2. The Town of Amherst agrees to provide \$175,000 toward the initial capital cost of this project.
3. All designs and build plans for the live fire training facility must be mutually agreed upon by all parties.
4. The design of this unit shall include locked security fencing around its perimeter and exterior lighting on the live fire training facility to support site security and year-round use.
5. This facility shall be in compliance with all regulatory requirements and operated in accordance with the current edition of National Fire Protection Association publication 1403.
6. Following the confirmation of commissioning of this facility the Town of Amherst agrees to pay all operational and maintenance costs for this facility; with the exception of future capital improvements. All future capital improvements, including the cost sharing arrangement must be mutually agreed upon by both parties.
7. All requests to use the facility must be approved by the Chief of the Amherst Fire Department and must follow all defined policies, general orders, regulatory requirements and directives. Only personnel approved by the Chief of the department shall have access to this facility.

8. Any violation of the use of the facility will be actioned and under the discipline requirements as laid out in Town of Amherst Policy # 68300-05 – Respecting the Management of the Volunteer Component of the Amherst Fire Department.
9. This facility shall be provided to the Town of Amherst for use free of charge. The Town of Amherst reserves the right to use this facility at anytime.
10. All revenue generated through the use of the facility will be placed into a special reserve fund for facility capital repairs or capital improvements. Any withdraw from this reserve must be approved by both parties.
11. In the event that an incident occurs with respect to this facility, the Town of Amherst may immediately suspend the use of the facility without warning, pending the outcome of a review or investigation. The Amherst Fire Fighters Association agrees to collaborate with the Town of Amherst to find facts, not fault, in the review and the implementation of any resulting recommendations.
12. Any need for conflict resolution arising out of or in connection with the operation of the facility that cannot be resolved between the Association and the Fire Chief within a reasonable period of time, will be referred to the Chief Administrative Officer for the Town of Amherst who shall have discretion to make the final decision.
13. The Town of Amherst acknowledges that the Amherst Fire Fighters Association is a registered society pursuant to the Nova Scotia Registry of Joint Stock Companies and as such is subject to its own governance and by-laws.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

AMHERST FIRE FIGHTERS' ASSOCIATION

Name, Title

Signature

Name, Title

Signature

Witness

TOWN OF AMHERST

Name, Title

Signature

Name, Title

Signature

Witness
