

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: November 27, 2017
Time: 6:30 pm
Location: Council Chambers, Town Hall

Members Present
 Mayor David Kogon
 Deputy Mayor Sheila Christie
 Councillor Jason Blanch
 Councillor Vince Byrne
 Councillor Darrell Jones
 Councillor Wayne MacKenzie
 Councillor Terry Rhindress

Staff Present
 Greg Herrett, CAO
 Jason MacDonald, Deputy CAO Operations
 Dwayne Pike, Deputy Police Chief
 Vince Arbing, Treasurer
 Bill Schurman, Director Recreation
 Greg Jones, Fire Chief
 Rebecca Purdy, Executive Assistant
 Ben Pitman, Engineer
 Tom McCoag, Corporate Communications Officer

1. PUBLIC HEARING 6:30 PM

1.1 Development Agreement - Cumberland Ridge Drive (6636)

Mayor Kogon opened the Public Hearing by informing those in attendance that Council is considering an application to enter into a development agreement (DA) to allow the lands of an existing Land Leased Community to be subdivided into individual manufactured home lots. This development agreement is intended to replace the one entered into in 1989.

Council approved First Reading of this DA at its October 23rd regular meeting. The purpose of this hearing is to hear submissions in favour of, or in opposition to, the proposal.

Jason MacDonald, Deputy CAO - Operations reported that a DA was approved under the requirements for mobile home parks in the previous Municipal Planning Strategy (MPS); the property owner now wants to subdivide the property so the lots can be sold as opposed to leased. The application follows all the relevant policies of the current MPS. The street was built and paid for by the owner to Town specifications and was turned over to the Town; the future phased streets will also be built and paid for by the developer and turned over to the Town. In the past the park owner would build and maintain a small park within the development. The owner will develop a park and turn it over to the Town to own and maintain. Bill Schurman, Director of Recreation reported that the development of the park would be a welcome addition to the local neighborhood. Two public participations were held on the matter. The application satisfies all relevant policies of the MPS and the PAC is recommending that Council enter into the new DA.

Mayor Kogon invited comments from the public.

Leonard Tower owns the adjacent property. He says it has an impact on him. He asked if anyone could buy a piece of land and put a mobile home on it. Jason MacDonald responded that any property that was zoned for mini home could, yes. In terms of not having an impact on the residents in the area, Mr. MacDonald clarified that Mr. Schurman's comments were that the park that would not have a negative impact on the area. The process is the same whether

subdividing the land or not and would be the same for anyone else. The fact that the property is being subdivided and sold is the crux of the situation. From a land use planning perspective, it doesn't matter. It's still zoned for mini homes and there is still the same number of lots.

Mrs. Betty Tower, owner of the adjacent property, asked who is going to ensure the covenants and requirements are met if the developer doesn't own the lots. Mr. MacDonald responded that the covenants, maintenance, etc. are the responsibility of the property owner, the same as any other property within the town.

A woman identified herself as "Wanda" saying she lives at 124 Victoria Street; she asked whether there will be some distance, or trees or fences or some sort of buffer between her property and the lots adjacent to her. Mr. MacDonald responded that there is a buffer that identifies what is permitted; that would be enforced by the Town.

Mrs. Tower asked if there was anything that would have ever changed the minds of Council or was it a done deal from the beginning. She said issues and concerns of residents don't seem to have made any difference and if there is any reason for this process. CAO responded that at each stage of the process, Council members are free to cast votes as they see fit. It was not a foregone conclusion at any stage.

Deputy Mayor Sheila Christie said it wasn't an issue of whether the mini home park could continue or not - it was already in place. The Town's role is in how to enforce stricter regulations, and to put some greenspace in place. Andrew Fisher, Planner addressed covenants that are in the DA. In addition to the rules that were put in place in 1988 and 1992, the new DA requires that none of the homes can be older than five years, addressing concerns expressed in the public hearing process; several terms and conditions in the DA include that the developer builds the street, finishes each lot with topsoil and seed when sold, and once sold the lot owner is then responsible to maintain the property subject to the terms of the DA and the Land Use Bylaw (LUB) as with any other property, and with the Mobile Home Bylaw.

Hearing no further comments, Mayor Kogon closed the public hearing on this matter at 6:50 PM, advising that consideration of Second Reading for this DA is on Council's agenda later this evening.

2. CALL TO ORDER 7:00 PM

2.1 Introduction of Special Guests

Mayor Kogon introduced the National Anthem vocalist, Lauren Letcher and Amherst Youth Town Councillor, Junior Mayor Rohin Minocha-McKenney

3. O'CANADA

4. APPROVAL OF AGENDA/MINUTES

4.1 Approval of the Agenda (6941)

Moved By Deputy Mayor Christie

Seconded By Councillor Byrne

To approve the agenda but to address item 5.9 before item 5.1.

Motion Carried

4.2 Approval of Minutes - October 23, 2017 Regular Meeting (6942)

Moved By Councillor MacKenzie

Seconded By Councillor Jones

To approve the minutes of the October 23, 2017 regular Council meeting

Motion Carried

5. REQUESTS FOR DECISION

5.9 Dog Park (6383)

Moved By Councillor Blanch

Seconded By Councillor Jones

That Council approve the creation of an off-leash dog park within the eastern-most baseball diamond (aka. Cecil Small Field) at the Robb Facility as a pilot project with a review of the facility's use, location, features, and user feedback to take place in the fall of 2018

Motion Carried 4-3

Against: Councillors Byrne, MacKenzie and Rhindress

5.1 Development Agreement - Cumberland Ridge Drive (6636)

Moved By Deputy Mayor Christie

Seconded By Councillor Byrne

To approve second reading of the new Development Agreement DA-2017-13 that replaces the existing Development Agreement for the same property

Motion Carried

Case No: DA-2017-03

This Agreement made this _____ Day of _____ 2017.

Between:

Cumberland Ridge Developments Incorporated (owner of property located at Cumberland Ridge Drive [PID 25000829], 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 A-5 of the Municipal Planning Strategy of the Town of Amherst to amend the Development Agreement (Case No. Da-88-03) dated the 21st day of March, 1989, and a subsequent Amendment (Case No. Da-88-03 Amendment # 1) dated the 17th day of August, 1992 to allow the lands of an existing Leased Land Community to be subdivided into individual Manufactured Home lots.

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

AND WHEREAS the Council of the Town, at its meeting on the _____th Day of _____ 2017, approved the said amending Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

AND WHEREAS the original Development Agreement (Case No. Da-88-03) dated the 21st day of March, 1989, and a subsequent Amendment (Case No. Da-88-03 Amendment # 1) dated the 17th day of August, 1992 shall be repealed and replaced as of the date this Agreement takes effect.

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

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' - Property Location Map and Site Plan

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

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may operate a Leased Land Community, also known as a mobile home park, subject to compliance with the Town of Amherst Leased Land Community Bylaw, except where the individual manufactured home lots may be subdivided. Where individual manufactured lots are subdivided, each lot shall be subject to this agreement and the Leased Land Community Bylaw.

- 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 Permit(s) 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) This 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*.
- 8) Section 7 of this Agreement shall apply to any Owner of a subdivided lot insofar as the terms and conditions apply to that specific lot.

SIGNED, SEALED AND DELIVERED

In the presence of

THE TOWN OF AMHERST

David Kogon MD, Mayor

Gregory D. Herrett, CAO

FOR THE OWNER

CUMBERLAND RIDGE DEVELOPMENTS INC.

Susan Costin

Schedule A Cumberland Ridge - Amending Development Agreement

Terms and Conditions:

1. COMPLIANCE WITH LEASED LAND COMMUNITY BYLAW

- A. That the Owner may construct and operate on the Lands a leased land community, subject to compliance with this Agreement and with all provisions of the Town of Amherst Lease Land Community Bylaw as the same may be amended from time to time, and except where the individual manufactured home lots may be subdivided.
- B. Where individual manufactured lots are subdivided, each lot shall be subject to this agreement and the Leased Land Community Bylaw.

2. DWELLINGS

- A. That use of the lands shall be for single-unit dwellings only.
- B. That no Development Permit shall be issued to locate a manufactured home on the lands that has a date of manufacture greater than five (5) years prior to the date of application for said Development Permit.

3. COMPLIANCE WITH APPROVED PLAN

- A. That the development shall be constructed, operated and maintained as indicated herein and in the text and graphic representation shown in Schedules "A" through "B" attached to and forming part of this Agreement.
- B. That no alteration of the lands and no location of a structure shall interfere with any drainage, and shall not cause to impede any swale or easement.

4. WATER AND SEWER CONSTRUCTION STANDARDS

That the water supply and distribution, sanitary sewers, storm sewers and surface water drainage works shall be constructed in accordance with the requirements contained in the Town of Amherst Subdivision Bylaw.

5. STREET CONSTRUCTION STANDARDS

- A. That streets for PHASE 2 and FUTURE PHASE shall be generally located as shown on Schedule “B”, and shall be constructed in accordance with the Town of Amherst Subdivision Bylaw. Alterations to the street layout within the area shown as “FUTURE PHASE on Schedule “B” shall not be considered a substantial change to this Agreement.
- B. That in addition to the requirements of the Town of Amherst Subdivision Bylaw, and prior to the Town approving the plan of subdivision for PHASE 2 and accepting ownership of the street and services, the Owner shall be responsible for construction of a complete street, including all base, asphalt, and curbing to a minimum width of eight (8) metres.
- C. That the Owner complete all topsoil and seeding between the curb and the property line.

6. PERIPHERAL BUFFER, OPEN SPACE AND LANDSCAPING

- A. That the Owner shall provide an install at least one tree selected from the following list, per lot, and said tree or trees are to be located in that part of the lot between the manufactured home and the street.

<u>SPECIMEN – BOTANICAL NAME</u>		<u>SIZE AND PLANTING SPECIFICATIONS</u>	
<u>Deciduous Tree Specimens</u>			
<i>Red Maple</i>	<i>Acer rubrum</i>	<i>Minimum 70 mm caliper @15cm. above ground</i>	<i>Ball and burlap or container</i>
<i>Sugar Maple</i>	<i>Acer saccharum</i>	<i>Minimum 70mm. caliper @15cm. above ground</i>	<i>Ball and burlap or container</i>
<i>Red Oak</i>	<i>Quercus borealis</i>	<i>Minimum 70mm. caliper @15cm. above ground</i>	<i>Ball and burlap or container</i>
<i>White Birch</i>	<i>Betula papyrifera</i>	<i>Minimum 70mm. caliper @15cm. above ground</i>	<i>Ball and burlap or container</i>
<i>American Beech</i>	<i>Fagus grandifolia</i>	<i>Minimum 70mm. caliper @15cm. above ground</i>	<i>Ball and burlap or container</i>
<u>Coniferous Tree Specimens</u>		<i>To be planted in wet areas only</i>	
<i>Red Pine</i>	<i>Pinus resinosa</i>	<i>Minimum 1.5 m. (height)</i>	<i>Ball and burlap or container</i>
<i>Red Spruce</i>	<i>Picea rubens</i>	<i>Minimum 1.5 m. (height)</i>	<i>Ball and burlap or container</i>
<i>White Spruce</i>	<i>Picea Glauca</i>	<i>Minimum 1.5 m. (height)</i>	<i>Ball and burlap or Container</i>

- B. That the Owner shall replace any trees which are diseased, damaged or dead with new stock of the same species and specifications listed above,..
- C. That prior to the Town approving a subdivision in PHASE 2 and accepting ownership of any streets, services, and Open Space, the Owner shall supply a landscaping plan for the Public Open Space that shall include at minimum the Owner installing topsoil, seeding, and a tree as specified above every 50 square metres.
- D. That the entire area of the proposed park not occupied by mobile homes, paved roadways or paved driveways shall be landscaped by seeding or sodding with good lawn grass, and such landscaping shall be kept in good condition by the Owner. Any

areas to be excavated or filled in to facilitate the construction of roads or the installation of services shall be regraded upon completion of such work and any such regrading shall ensure that no slopes or banks exceeding 26° are created.

- E. That in all cases the required landscaping may incorporate trees and shrubs naturally found on the site, and that these may be used where they naturally occur or may be relocated as necessary and installed in the same manner as prescribed for nursery stock.

7. LIGHTING

That no person shall erect any sign or illuminate in an area outside any dwelling unit or building unless such illumination is directed away from adjoining properties and any adjacent streets.

8. SIGNAGE

That no person shall erect, repair or reinstall a sign once removed without first obtaining a development permit from the Development Officer in accordance with the Land Use Bylaw. All signs and all parts thereof shall be kept in a good state of repair and maintenance.

9. MANUFACTURED HOME SPACE COVERAGE

- A. That each space provided for a mobile home shall be designed with a minimum frontage of 18 metres and a minimum area of 560 square metres.
- B. The following requirements shall apply to manufactured homes and additions and other buildings or structures:
- a) The minimum dimensions of a single unit mobile home shall be 13.0 m in length and 3.0 m in width. The manufactured home shall, in the opinion of the Building Inspector, be structurally sound and otherwise fit for human occupancy.
 - b) No building or structure shall be constructed or placed on any space in any manufactured home park except as hereinafter provided.
 - c) No building or structure shall be constructed or placed on any space in any manufactured home park except a building or structure permitted by the Land Use Bylaw.
 - d) The prohibition herein against any addition or accessory to a manufactured home shall not apply to a canopy or awning designed for use with such, nor to any expansion unit or accessory structure specifically manufactured for such, nor to patios, porches and skirtings which, in the opinion of the Building Inspector, are designed and erected so as to harmonize with the manufactured home.
 - e) The coverage of a manufactured home, together with any expansion or accessory structure permitted thereto by this bylaw, shall not exceed thirty percent of the total area of the manufactured home space on which it is placed.

10. ACCESSORY BUILDINGS

No accessory building shall be constructed or placed on a space in any manufactured home space except one utility building containing no more than 35 sq. m of floor area per dwelling unit space.

11. VEHICULAR PARKING

- A. That the Owner shall provide at least one off-street parking space for each manufactured home space and each parking space shall have a minimum width of 3 metres and a minimum length of 6 metres and be located on the manufactured home space for which it is intended.
- B. No more than 50% of the frontage of each manufactured home space may be used for parking.
- C. That each parking space and access drive or aisle shall be constructed and surfaced with hard material for use in all season and all weather.

12. HOME OCCUPATION REQUIREMENTS

That nothing in this Agreement shall prevent the use of a unit and its space for home occupation purposes (as defined in the Land Use Bylaw of the Town) provided that:

- a) The space is occupied as a residence by the user and the external appearance of the residence and any accessory building is not changed by the home occupation;
- b) There shall be not more than 1 assistant who is not a resident in the dwelling employed in the home occupation;
- c) Not more than 15% of the total floor area of the dwelling or 50 sq. m, whichever is less, is devoted to the home occupation, subject to:
 - i) in calculating the total floor area of a dwelling where a home occupation is being operated in an unfinished basement, attic, porch, sunroom or attached garage the total floor area of the basement, attic, porch, sunroom or attached

- ii) garage shall be included in calculating the total floor area of the dwelling.
 in the case of a home occupation operating in an accessory building, the size of the home occupation shall not exceed 15% of the total floor area of the dwelling combined with that of any accessory buildings involved.
- d) One off-street parking space, other than that required for the dwelling, is provided for every 20 sq. m of floor space occupied by the home occupation;
- e) No mechanical equipment is used except that reasonably consistent with the use of a dwelling;
- f) No open storage or outdoor display is employed;
- g) No retail sales of merchandise shall take place on the property, other than incidental sales related to the home occupation;
- h) No commercial motor vehicle shall be kept in any area except for one commercial vehicle per unit not exceeding one tonne capacity. For the purpose of this requirement "Commercial Motor Vehicle" shall mean any motor vehicle or delivery body and includes ambulances, hearses, motor buses and tractors.

13. COMPLIANCE WITH OTHER BYLAWS, REGULATIONS

Nothing in this Agreement shall exempt any person from complying with the requirements of Leased Land Community Bylaw, the Building Bylaw or any other bylaw in force within the Town or to obtain any license, permission, permit, authority or approval required by any other bylaw of the Town of Amherst or statute or regulation of the Province of Nova Scotia. Where the provisions in this Agreement conflict with those of any other municipal or provincial requirements, the higher or more stringent regulations shall prevail.

SCHEDULE 'B'



SCHEDULE 'B'



5.2 Insurance Services Provider (6903)

Moved By Councillor Byrne
 Seconded By Councillor Rhindress
 That Council give direction to staff to issue a Request for Proposals for insurance services for the upcoming fiscal year, 2018-19 as recommended by the Town of Amherst Audit Committee

Motion Carried

5.3 Appointment of Municipal Auditors (6904)

Moved By Councillor Rhindress
 Seconded By Deputy Mayor Christie
 That Council appoint Chartered Professional Accounting Firm Jorgensen & Bickerton to be the municipal auditor for the Town of Amherst for the fiscal year April 1, 2017 to March 31, 2018 as recommended by the Town of Amherst Audit Committee

Motion Carried

5.4 Police Vehicle Tender (6764)

Deputy Mayor Christie declared a conflict as an employee of a vehicle dealership and excused herself from the discussion and decision on this agenda item.

Moved By Councillor MacKenzie

Seconded By Councillor Blanch

That Council award the tender 17-11 – Patrol Vehicle – Amherst Police Department to Jim Hatheway Ford Sales at their bid of \$29,978 plus HST, including the optional pre-wiring packages and equipment in the amount of \$1,672 plus HST, for a total of \$31,650 plus HST, to be funded from the approved 2017-18 capital budget

Motion Carried

5.5 Internal Controls and Documentation RFP (6873)

Although there are no requirements in the Municipal Conflict of Interest Act for staff to declare conflict, CAO Greg Herrett excused himself from the discussion and decision on this agenda item, as a member of his family is employed by one of the proponents responding to the RFP.

Moved By Councillor Jones

Seconded By Councillor Blanch

That Council accept the proposal from Jorgensen & Bickerton for RFP-17-07 for Accounting and Business Processes/Internal Controls Documentation the amount of \$21,500 plus HST

Motion Carried

5.6 Outdoor Skating Rink Lease Agreement (6874)

Moved By Councillor Blanch

Seconded By Deputy Mayor Christie

That Council approve entering into a lease agreement between the Town and Kim W. Maddison Enterprises Ltd. for the operation of an outdoor skating rink on property known as PID 25005430 located at Victoria Street, and authorize the CAO to sign the lease agreement on behalf of the Town

Motion Carried

THIS LEASE made this _____ day of _____, 2017

BETWEEN:

KIM W. MADDISON ENTERPRISES LTD., a body corporate with head office in the Town of Amherst, County of Cumberland and Province of Nova Scotia.
(hereinafter referred to as the "Landlord")

-and-

TOWN OF AMHERST, a municipal corporation in the County of Cumberland and Province of Nova Scotia.
(hereinafter referred to as the "Town")

WHEREAS the Landlord owns PID 25005430 on Victoria Street in Amherst, Nov Scotia (herein called the "Property") on which is located a parking lot and concrete foundation floor (herein called the "Floor"), being the remnants of a demolished commercial building;

AND WHEREAS the Town wishes to use the Floor during the winter as an outdoor skating rink for use by the general public;

AND WHEREAS the Town may desire to utilize the Floor for other public activities throughout the year;

AND WHEREAS the Town desires to provide public parking on the site for the public utilizing the facility;

AND WHEREAS the Landlord desires for the community to benefit from the utilization of this property;

NOW THEREFORE in consideration of the mutual covenants herein contained, the Landlord hereby leases to the Town and the Town hereby leases from the Landlord, the Property in accordance with the following terms and conditions:

1. The Term shall commence on the date of execution and end on the 1st day of April, 2022 (the "Term").
2. The Town shall pay to the Landlord rent of \$1.00, receipt of which is acknowledged, for the Term of the Lease.
3. The Town shall pay the property taxes on the property for the term of the lease.
4. Upon the signing of the lease the Landlord will donate \$1,500 to the Town to be used for the acquisition and placement of apparatus on the property for use of the general public. Such apparatus may be, but not be limited to, bleachers, benches, lights, ramps, etc.
5. The Town shall have year-round use the Property for public purposes and specifically an outdoor rink on the Floor and may use the parking lot for public parking associated with the use of the property.
6. The Town may plow and salt and maintain the parking lot on the Property for rink and/or public parking during the Term but is not obligated to do so and may erect signage designating the parking lot for use by the public during the Term.
7. The Town shall indemnify and hold harmless the Landlord in relation to the use of the Property by the Town and the public during the term of the lease on the Property and affirms to the Landlord that it carries public liability insurance for all of its activities including the operation of the skating rink and other public uses on the Property and shall cause the Landlord to be added and kept as an additional insured during the Term of the lease or any renewal.
8. At the end of the term of this Lease, the Town shall remove all of its equipment and improvements associated with the use of the Floor as a rink.
9. The Landlord, at the Landlord's expense, may erect a sign indicating the Landlord's partnership and support for the outdoor skating rink. Sign content shall be subject to approval, in writing, of the CAO, and the location and design of such a sign shall be mutually agreed upon by both the Landlord and the Town.
10. The Town may sell advertising on the property, or otherwise partner with other individuals / organizations to aid in the development of the property as public recreational space.
11. The Town shall make no changes to the foundation, the Floor, or the parking lot on the Property during the Term without the approval of the Landlord in writing.
12. Either party may terminate the lease with 3 months notice provided in writing to the other party.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

SIGNED AND DELIVERED

In the Presence of

)	
)	
)	KIM W. MADDISON ENTERPRISES LTD.
)	Per:
)	
_____)	_____
)	Kim W. Maddison, President
)	
)	
)	TOWN OF AMHERST
)	Per:
)	
_____)	_____
)	Gregory D. Herrett, CPA, CA
)	Chief Administrative Officer
)	

5.7 Amherst Youth Town Council Appointments (6872)

**Moved By Deputy Mayor Christie
Seconded By Councillor Blanch
That Council approve the appointment of Grace Doncaster and the re-
appointment of Jenna Clark to the two vacant positions on the Amherst
Youth Town Council**

Motion Carried

5.8 Recycling Issues (6671)

**Moved By Councillor Byrne
Seconded By Councillor Rhindress
That Council accept the staff and CJSMA recommendation and give
approval in principle to a conversion to dual stream recycling collection
and that this approval in principle be communicated to the CJSMA, the
Town of Oxford and the County of Cumberland; and further, that Council
direct staff to incorporate a dual stream option in the procurement
documents currently being prepared for the upcoming tender call for
residential solid waste collection; and further, that Council direct staff to
draft a bylaw to amend the Solid Waste Bylaw D-20 to reflect this change
for the consideration of Council; and finally, that Council request the
CJSMA to hold and host a public information session, in Amherst, on this
topic before the final decision (second reading) on the bylaw amendment is
considered by Council**

Motion Carried

5.10 Budget Development Policy (6442)

**Moved By Councillor Rhindress
Seconded By Councillor Byrne
That Council approve the Budget Development Policy, #3450-04**

**Motion Carried 6-1
Against: Councillor Jones**

Policy Statement:

1. The Town of Amherst (hereinafter referred to as “the Town”) strives for a high level of public confidence in its budgeting process and recognizes that the resulting tax burden has an impact on the overall financial burden of the taxpayers of the Town. The Operating and Capital Budgets will be posted on the Town’s website in order to create public awareness and understanding of the budget process, to educate the public about the financial position of the Town, and to facilitate their engagement in the financial decision making of the Town.
2. Public accountability is rooted in the belief that the public has the right to know and the right to be provided with reliable financial information. It is this sharing of information that opens the dialogue between citizens and elected representatives.

Policy Objectives:

3. The Town is committed to:
 - a) Preparing budgets in a fair, open, consistent, and transparent manner to establish the confidence of the taxpayer and other stakeholders;
 - b) Complying with the *Municipal Government Act* and other applicable laws or policies and resolutions of Council;
 - c) Promoting strategic business planning;
 - d) Ensuring Town operations function in an efficient and effective manner;
 - e) Being accountable for budget decisions.

Definitions:

4. For the purpose of this policy, the following definitions are provided:
 - a) Operating Budget: Budget document containing operating costs for day to day operations, transfers to other governments and agencies, transfers to reserves, and other fiscal expenditures; this document, as presented to and approved by Council, is used to calculate the tax rates, user fees and other charges;
 - b) Capital Budget: Budget document containing the capital plan for the current and future years; outlines the source of funding for each project and anticipated spending and the first year is approved by Council, with subsequent years approved in principle only;
 - c) Uniform Assessment (UA): An amount calculated by the Province of Nova Scotia which is calculated as the sum of all taxable assessments plus the capitalized value of all grants or payments received in lieu of taxes;
 - d) General Tax Rate: This rate covers all operating costs, other than those costs covered by the area rates for Mandatory Provincial Contribution and Community Support. These costs include all municipal services such as fire, police, public works, recreation, economic development and administrative costs, less the revenue generated from such things as services provided to other local governments, sale of services, equalization, conditional grants, etc.

Not included in the general tax rate are costs for sewer and solid waste operations. Both sewer and solid waste have their own uniform charge that funds their operating expenditures.

User fees are set by the User Fee Policy (03470-03); sewer charges are set pursuant to the Sanitary Sewer Rates Bylaw (D-19), and the Solid Waste Management Uniform Charge is set by Council resolution.

The water rates are set pursuant to an Order of the Nova Scotia Utility and Review Board (NSUARB). Operating and capital budgets are approved annually by Council and submitted to the NSUARB.

- e) Mandatory Provincial Contribution Rate includes the cost of:
 - i. Education – The Town is required (as are all municipalities) to provide funding to the Regional School Board under the *Education Act*. This mandatory education contribution is determined by taking the Town’s Uniform Assessment figure and multiplying by the education rate as set by the Province of Nova Scotia.
 - ii. Property Valuation Services Corporation (PVSC - Assessment) – The Town is required (as are all municipalities) to provide funding to pay a share of the cost of operating the provincial assessment system. The Town pays a portion of the total PVSC costs, based on the Town’s share of Uniform Assessment and the Town’s share of assessment accounts across the province.

- iii. Correction Services – the Town is required (as are all municipalities) to make a mandatory contribution to the Province to fund the cost of operations of the provincial correctional facilities for all of Nova Scotia. This includes youth and adult correctional facilities. The contribution is set by the Province of Nova Scotia and is based on the Town's share of Uniform Assessment (50%) and the Town's dwelling units (50%).
 - iv. Housing – The Cobequid Housing Authority administers and manages 262 (2017) public non-profit housing units for seniors and families on low incomes within the Town. The Town is required to fund a portion of the prior year deficit of the Cobequid Housing Authority annually.
- f) Community Support Area Rate includes:
- i. Community Support Grants Policy - All costs that are covered in Policy 72000-08
 - ii. Tax Exemption Bylaw – All costs that are covered by Bylaw B-1
 - iii. Tax Reduction Policy - All costs that are covered by Policy 03800-02
 - iv. Community Events – The Community Events covers costs for such things as the Town's holiday events (Christmas light up, New Year's Eve, Music in the Park, etc.), festivals and other events.
 - v. Cumberland YMCA – The Town contributes to maintain the community YMCA pool by way of a one-cent levy on the Town's commercial and residential tax rates. The Town also provides several in-kind services such as snow clearing and financial services.

Application:

- 5. This policy applies to budget activities of all departments of the Town effective (*date approved by Council*).
- 6. This policy applies to budgeting by the Town for Operating and Capital funds, including budgets for the Town of Amherst Water Utility.
- 7. The CAO will ensure budgeting practices are consistent with the *Municipal Government Act* and all other relevant provincial statutes.
- 8. The CAO will ensure a procedure is in place to guide Town staff in the budget process.

Governance and the Budget Process:

- 9. The Town of Amherst is governed by Town Council and operates under the Council/Chief Administrative Officer (CAO) system. As outlined in the *Nova Scotia Municipal Government Act*, it is the responsibility of the CAO to provide advice to Council and to administer the operations of the Town in accordance with the policies and programs approved by Council.
- 10. The fiscal year of the Town is April 1 to March 31. The annual budgeting process is preceded by a planning process that identifies priority initiatives for the upcoming fiscal year, based on the strategic directions previously established by Council.
- 11. Municipalities in Nova Scotia are not permitted to accumulate deficits. Municipal debt, with few exceptions is permitted only for the acquisition of capital assets which the municipality defines as acquisitions of tangible capital assets greater than \$5,000 with an estimated useful life in excess of one year.
- 12. On an annual basis, costs are established for programs and initiatives and are reflected in the Operating and Capital budgets. Tax rates are calculated to generate the revenue required to fund the various programs and services. These rates are determined in conjunction with the annual assessments of properties in the Town, as established annually through the Assessment Roll generated by the Nova Scotia Property Valuation Services Corporation (PVSC).

Calculation of Rates

- 13. Each of the Residential and Commercial rates has three components, which are listed below and defined in Section 4. All rates in this section are expressed as per \$100 of assessment. The calculation to determine each one is:
 - a) Mandatory Provincial Contribution Area Rate
The sum of the costs of Education, Property Valuation Services Corporation Assessment, Corrections Services and Housing, divided by the sum of all the taxable property assessment values as provided by PVSC, including grants in lieu.
 - b) The Community Support Area Rate
The sum of the costs of Community Support Grants Policy, Tax Exemption Bylaw, Tax Reduction Policy, Community Events, and the Cumberland YMCA divided by the sum of all the taxable property assessment values as provided by PVSC, including grants in lieu.

c) General Tax Rate

1. Residential – total operating expenditure budget (excluding solid waste and sewage) less the revenue generated by the area rates for the Mandatory Provincial Contribution and Community Support, as well as other non-tax revenue (i.e.: own source revenue, equalization, etc.) divided by the taxable residential and resource property assessment values as provided by PVSC .
 2. Commercial – Total operating expenditure budget (excluding solid waste and sewage) less the revenue generated by the area rates for the Mandatory Provincial Contribution and Community Support, as well as other non-tax revenue (i.e.: own source revenue, equalization, etc.) divided by the Commercial taxable property assessment values as provided by PVSC, including grants in lieu.
14. To meet the objective of preparing budgets in a fair, open, consistent, and transparent manner, the tentative budgets will be prepared and posted on the Town's website in the late winter/early spring, and will be placed on the Council agenda for approval in the month following.

Council Approval

15. Council will consider setting:

- a) The Mandatory Provincial Contribution Area Rate by the end of February of each year based on the available information from the Province at that time, and will communicate it to the public through social media;
- b) The Community Support Area Rate and the General Tax Rate in the month following the posting of the tentative budgets on the Town's website which will be in the late winter/early spring of each year.

Resolutions of Council are required to approve the rates and the operating and capital budgets.

Authority of CAO:

16. The Chief Administrative Officer (CAO) of the Town has authority to manage the Town within approved budgets, under this policy, and in compliance with any other Council policy or resolution in effect.
17. The CAO is responsible for ensuring compliance with this policy. The CAO may delegate his/her authority to spend approved budgets to any employee of the Town. All Town staff to whom the CAO delegates authority to make expenditures within approved budgets shall comply with all applicable bylaws, policies or resolutions of Council, the *Public Procurement Act*, Trade Agreements, and with any other restriction imposed by law.
18. In any given year there may be operating budget overruns that are unpredictable and unavoidable. Examples of such overruns include increases in amounts paid for Mandatory Provincial Contribution (Education, Regional Library, Housing, etc.) as well as expenditures for services that are dependent on forces that are uncontrollable by staff (snow management impacted by weather conditions, EMO situations, decisions of Council for action but with no dollar value approved in the budget, etc.). Such cost overruns may be approved by the CAO without prior approval of Council but must be reported to Council as per section 23 of this policy.
19. The CAO has additional authority to exceed the operating budget provided that the Town is still within the overall budget. The CAO has authority to expend these funds for any purpose that the Town has authority to spend but cannot use the funds to create new programs or services that are material in amount or that may be seen to commit the Town to material funding beyond the current fiscal year.
20. The CAO may authorize expenditures in excess of the capital budget on approved capital items or projects as outlined in the Procurement Policy, 03700-01 Section 9. Such authorization will be reported to Council as per section 23 of this policy.
21. The CAO may authorize expenditure of capital funds where the expenditure will be financed by an outside party (i.e. a developer, other level of government, agency, etc.) and where the expenditure is consistent with a prior action of Council (development approval, bylaw, policy, resolution, etc.). The CAO shall not have the authority to approve overages under this section if it stems from a significant change in scope subsequent to the award of the contract.
22. In an emergency situation the CAO is authorized to make reasonable and informed procurement decisions (Operating and Capital) which are determined by him/her to be necessary, as outlined in the Procurement Policy, 03700-01 Section 9. Authorizations for such expenditures are considered to be over and above the other authorities given under this policy to exceed approved budget amounts; these must be reported to Council as per Section 23 of this policy.

Reporting :

23. The CAO is responsible for timely reporting to Council on the Capital and Operating budget variances and general / emergency related over-expenditure approvals; this will be done in conjunction with the Quarterly Financial Reporting to the Audit Committee. However, over-expenditures approved by the CAO that exceed \$50,000 will be reported to Council at the earliest opportunity. Interim reporting may also be done at the discretion of the CAO.

5.11 Procurement Policy Amendment (6875)**Moved By Councillor MacKenzie****Seconded By Councillor Byrne****That Council approve the amended Procurement Policy, 3700-01****Motion Carried
Against: Councillor Jones****TOWN OF AMHERST PROCUREMENT POLICY****NUMBER 3700-01****1) Policy Statement**

The purpose of this policy is to establish transparent procurement guidelines to ensure the most cost effective and cost efficient methods are used to provide best value for the procurement of goods, services and construction for the Town of Amherst (hereinafter referred to as the "Town").

The Town of Amherst will conduct procurement practices in compliance with all Provincial legislation, International, National and Regional Trade Agreements, including the Nova Scotia Public Procurement Act and any amendments thereto.

2) Definitions

- a) Alternative Procurement (ALTP) - the procurement of goods, services and construction without a competitive process due to certain conditions/situations.
- b) Best Value - bids will be evaluated on the purchase price while also taking into consideration other factors, if applicable, such as environmental and social considerations, delivery, servicing and the capacity of the supplier to meet other criteria as stated in the requesting documents. **the bid that is determined by the Town to be in its best interests, not necessarily the lowest price bid, which is determined by evaluation of bids based on criteria or factors that may include purchase price, life cycle cost considerations, environmental and social considerations, delivery, servicing, past experience and performance, and any other criteria or factors stated in the requesting documents.**
- c) Bid - a supplier's response to a Request for Quotation (RFQ), Request for Construction (RFC), Tender, Request for Proposal (RFP), Request for Expression of Interest (REI) or a Two Phase Bid to provide goods, services or construction.
- d) Local Preference Area – all suppliers located within the County of Cumberland and the Town of Sackville, New Brunswick, plus a ten (10) mile radius outside of Sackville New Brunswick's town boundaries.
- e) Public Request for Submission - refers to inviting responses to tenders, request for proposals, two phase bids, request for construction, request for expression of interest and request for standing orders.
- f) Purchase Card - a corporate visa card for the Town of Amherst with various restrictions and limits based on the cardholder.
- g) Purchaser – a Town of Amherst employee with the authority to purchase goods.
- h) Request for Construction (RFC) - used to publicly tender for a construction, reconstruction, demolition, remediation, repair or renovation of a building, structure, road, bridge or other engineering or architectural work.
- i) Request for Expression of Interest (REI) - process in which suppliers are invited to propose a solution to a problem and then those chosen are asked to respond to a subsequent Request for Proposal.
- j) Request for Quotations (RFQ) - informally obtaining price quotations from a number of different suppliers.

- k) Request for Proposal (RFP) - a formal invitation to suppliers to describe how their services, methods, equipment or products can address and/or meet the needs of the Town of Amherst.
- l) Purchase Requisition/Purchase Order-an electronically generated document for the supply of goods or services from an approved vendor.
- m) Standing Offer- a contractual arrangement with a supplier to provide certain goods or services on an “as required” basis, during a particular period of time, at a predetermined price or discount, generally within a predefined dollar limit.
- n) Sustainable Procurement- involves taking a holistic approach to obtain best value by integrating the following considerations in the procurement process:
 - Environmental considerations: e.g. Green House Gas Reduction, Waste Reduction, Toxic Use Reduction;
 - Economic considerations: e.g. Life Cycle Cost, Fiscal Responsibility, Support for the Local Economy;
 - Social considerations: e.g. Employee Health and Safety, Inclusiveness and Fair Wage, Health Promotion.
- o) Tender- a formal request to solicit for goods, services or construction obtained through posting on the Town of Amherst and the Provincial websites.
- p) Two Phase Bid- a two stage process in which suppliers submit proposals for evaluation, and separately submit prices.

3) Guiding Principles

The following principles will guide the procurement practices of the Town of Amherst:

- a) Procurement policy and procedures should provide the most efficient and effective methods resulting in best value for the Town.
- b) The procurement process is to ensure a fair, open, consistent and transparent process in the acquisition of goods, services and construction.
- c) Procurement methods are to encourage competition, innovative ideas and solutions, wherever possible, while respecting all legislative and trade agreement obligations for the supply of goods services and construction.
- d) Procurement policy provides for the use of suppliers, who can be expected to provide satisfactory performance, based on, but not limited to:
 - (i) past performance and/or previous contacts
 - (ii) financial and other resources to complete the contract bid;
 - (iii) references
- e) Promoting the use of Sustainable Procurement when evaluating bids by striving to obtain best value, taking into consideration environmental, economic and social considerations.
- f) This policy does not apply to payments for reoccurring items such as utilities, leases, rentals and similar reoccurring operating charges, while recognizing that in some circumstances, the initial commitment that leads to these ongoing payments is subject to the provisions of this policy.

4) General

- a) This policy applies to all departments, agencies, boards and commissions of the Town of Amherst over which the Town has jurisdiction.
- b) The procuring of goods, services and construction will be facilitated by the Director of the **requesting department** in conjunction with the Procurement Coordinator according to this policy.
- c) The Town of Amherst will be under no obligation to accept any bid received which is considered to be not in its best interest, in response to a verbal or written request.
- d) The Town may work with other levels of government, other municipal units, other agencies, boards and commissions, and associations such as the FCM (Federation of Canadian Municipalities) and UNSM (Union of Nova Scotia Municipalities) to encourage standardization of items and/or reduce overall costs to the Town for joint purchasing.
- e) **The dollar values indicated within this policy are inclusive of the Town’s non-recoverable HST and are in Canadian Dollars.**

5) ~~Authority of the Chief Administrative Officer~~

- a) ~~The Chief Administrative Officer (CAO) may authorize the procurement of goods, services and construction that are less than \$30,000 provided such purchases are made in accordance with this policy and fall within the thresholds established within The Atlantic Procurement Agreement and all subsequent amendments thereto, and are included within the approved budget.~~
- b) ~~The CAO may authorize procedures consistent with this policy and may delegate the authority under this policy.~~

6) Purchasing Guidelines

The following guidelines will be followed for the procurement of goods services and construction for the Town:

- a) Up to \$2,000 - For purchases that are random in nature, purchaser will use standing offer, if one exists. Otherwise, purchases may be purchased by the department using a purchase order or Town of Amherst purchase card in accordance with the Guiding Principles of this policy.
- b) More than \$2,000 but less than \$15,000- Where three or more suppliers exist, purchaser will attempt to solicit at least three written quotations ~~and attach them to the Request for Quotation form. This form must be completed and authorized by the CAO (or designate) and then given to the Procurement Coordinator for filing.~~ Award will be to the supplier offering best value. Funds are to be clearly identified in the approved operating or capital budget.
- c) More than \$15,000 but less than \$25,000 - Where three or more suppliers exist, purchaser will attempt to solicit at least three written quotations, ~~and attach them to the Request for Quotation Form. This form must be completed and authorized by the CAO (or designate) and then given to the Procurement Coordinator for filing.~~ The Purchaser **Procurement Coordinator** will post these opportunities on the Town of Amherst website. Award will be to the supplier offering best value. Funds are to be clearly identified in the approved operating or capital budget.

If there is a possibility that the value will be over \$25,000 and/or ~~you are~~ **there is** uncertainty of the exact requirements of this request, ~~you should use~~ other methods of procuring, such as RFP's and Tenders, **should be used**. These would be posted on both the **Amherst Town** and the Provincial website. This decision would be made by the Director **of the requesting department** in conjunction with the Procurement Coordinator.

- d) \$25,000 or greater - the ~~Purchaser~~ **Procurement Coordinator** will issue a public request for submissions (see Definitions, Section 2-e) by posting on the ~~Town of Amherst~~ website and the Nova Scotia Procurement web portal. Documentation must state if submissions received are to be acknowledged at a public opening at a designated place, date and time. After bids are evaluated they are to be forwarded to the CAO, or Council for approval on the recommendation of the CAO. Funds are to be clearly identified in approved operating or capital budget.

7) Methods of Procurement

All procurement activity must be obtained through one of the following methods:

- a) Tender - A formal invitation to solicit competitive bids. It is used when detailed specifications are available that permit the evaluation of tenders against clearly stated criteria and specifications. A request for tenders is a formal, competitive, sealed bidding process. Bid deposits and performance security may be required. The award is normally to the lowest bid received from a qualified bidder meeting the requirements of the tender and providing best value. Tender purchases shall be made by purchase order. Tenders must be opened in the presence of at least one elected official and the CAO or his/her designate at a time and location that is open to the public.
- b) Request for Proposal - A request for proposal is a formal invitation to suppliers to describe how their services, methods, equipment or products can address and/or meet specific needs of the Town. It is used when a supplier is invited to propose a solution to a problem, requirement, or objective. Unlike tenders, Request for Proposals are evaluated against stated criteria to the terms of the RFP to determine if any should be accepted.

Negotiations with suppliers may be required to finalize any aspect of the proposal provided such discussion and negotiations are conducted to:

- (1) Award equitable treatment to each qualified bidder with respect to an opportunity for discussion and the revision of the proposal.
- (2) Prevent the disclosure of the proposal content of one bidder to another.

Proposals submitted in response to a request for proposal need not be opened in public. A list of the submissions will be available to the public and the proponents may be made available upon request. An award of a contract based upon a request for proposals will be made to the supplier whose proposal has the highest score based upon the criteria for evaluation set out in the request for proposals and equitably applied to all proposals. RFP purchases shall be made by purchase order.

- c) Request for Quotation - A request for quotation is an informal request for prices for goods and services that the purchaser will attempt to solicit from at least three (3) different suppliers. This process is normally used where bid deposit and performance bonds are not required and where the cost of the work does not warrant the time and level of effort and expense required for a normal tender process. Quotations should be in written form and attached to the Request for Quotation form which must be completed and given to the Procurement Coordinator for filing once it has been awarded.

If a quote is obtained verbally, the person obtaining it must document the quotation, including time, date, supplier, price and description of the goods and services, the person from whom the quotation was obtained and the name of the municipal staff obtaining the quotation. The RFQ form should be used for documentation purposes. RFQ purchases shall be made by purchase order.

- d) Standing Offer – A tender process to guarantee a continuous supply of various goods, services or construction at a specific price for a specific period of time. The term of the standing offer can vary in duration but will be clearly defined in the tender documents. Standing Offers of the Government of the Province of Nova Scotia or other public sector entities may be used under the constraints within this policy where it is in the best interest of the Town of Amherst.
- e) Two Phase Bids- Where detailed specifications are not available or it is impractical to prepare a specification based on price, a two phase bid may be issued, inviting for the submission of bids as follows:

Phase One- Pre-qualification step in which bidders submit proposals/expressions of interest in response to basic terms of reference for evaluation; need not be opened in public

Phase Two- Only those bidders whose submissions were determined to be acceptable in Phase One will be invited to submit priced bids for further consideration. Phase Two bids must be opened in public.

This type of purchasing has the advantage of a request for proposal in Phase One and the advantages of a tender in Phase Two. Two phase bid purchases shall be made by purchase order.

- f) Request for Expression of Interest - This process is similar to the Request for Proposal and is sometimes referred to as a Pre-Qualification, where suppliers are invited to propose a solution to a problem. The REI, however, is only the first stage in the procurement process. Bidders responding to the REI will be short listed according to their scoring in the evaluation process. The short listed firms will then be invited to respond to a subsequent Request for Proposal. A REI does not normally include pricing as price is a key evaluation criteria used in the second stage RFP process.
- g) Request for Construction - Used to publicly tender for a construction, reconstruction, demolition, remediation, repair, or renovation of a building, structure, road, bridge, or other engineering or architectural work. When a supplier is invited to bid on a construction project the tender documents usually contain a set of terms and conditions and separate bid form that apply to that specific project. Suppliers are requested to submit a response (bid) in accordance with predefined criteria. The selection of the successful proposal is based on a number of factors as described in the tender documents. A request for construction usually does not include professional consulting services related to the construction contract, unless they are included in the specifications.
- h) Negotiations - Negotiations with suppliers for the supply of goods and/or services would take place when any of the following conditions exist:
- (a) Due to market conditions, goods and/or services are in short supply;
 - (b) There is only one source of the goods or services;
 - (c) All bids received are non-compliant or exceed the amount budgeted for the purchase;
 - (d) The extension or reinstatement of existing contract would be more cost effective or beneficial to the Town providing the extension has been outlined in original documents. The extension or reinstatement of existing contract is subject to the approvals listed in section 9 – Award of Contracts.

- i) Alternative Procurement - In certain circumstances, described in this section, the Town may purchase goods, services and construction without using one of the options set out above. An alternative procurement purchase may occur.
- (a) Where an unforeseeable situation of urgency exists and the goods, services or construction cannot be obtained in time by means of open procurement procedures. An emergency purchase occurs when a situation creates immediate and serious need which may not be reasonably met by any other procedure and includes without limitation:
- A condition where lack of supplies or services may adversely affect the functioning of civic government, threaten public or private property or the environment, or jeopardize the health or safety of the public;
- Emergency purchases are completed using the most expedient method, but will take economy into consideration.
- Emergency purchases must be pre-approved by the CAO (or designate) where such approval may be reasonably sought.
- (b) Where goods or consulting services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through an open tendering process could reasonably be expected to compromise government confidentiality, cause economic disruption or otherwise be contrary to the public interest;
- (c) Where compliance with the open tendering provisions set out in this policy would interfere with the Town of Amherst's ability to maintain security or order or to protect human, animal or plant life or health;
- (d) In the absence of tenders in response to an open or selective tender, or when the tenders submitted have been collusive, or not in conformity with the essential requirements in the tender;
- (e) To ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative;
- (f) Where there is an absence of competition for technical reasons and the goods or services can only be supplied by a particular supplier and no alternative or substitute exists;
- (g) For the purchase of goods on a commodity market;
- (h) For the procurement of goods or services the supply of which is controlled by a supplier that is a statutory monopoly;
- (i) For work to be performed on or about a leased building or portions thereof that may be performed only by the lessor;
- (j) For work to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work;
- (k) For the procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for routine purchases;
- (l) For the purchase of goods under exceptionally advantages circumstances such as bankruptcy or receivership, but not for routine purchases;
- (m) For the procurement of original works of art;
- (n) For the procurement of subscriptions to newspapers, magazines or other periodicals;
- (o) For the procurement of real property;
- (p) For the procurement of goods intended for resale to the public;
- (q) For the procurement from charitable institutions, prison labour, persons with disabilities, sheltered workshop programs or through employment equity programs;
- (r) For procurement from a public body or non-profit organization; or
- (s) For the procurement of services of expert witnesses, specifically in anticipation of litigation or for the purpose of conducting litigation.

**When an alternative procurement purchase occurs, the reason for doing so must be documented using the Alternative Procurement (ALTP) form.

8) Local Preference

If the goods, services or construction available from a local business are equal in providing best value to those available from a non-local business, the goods, services or construction from the local business shall be purchased.

In evaluating which goods, services or construction offer best value to the Town of Amherst, the Town shall apply a preference of 5% to the price offered by a local business as compared with non-local businesses, such that the price offered by the local business is adjusted lower by 5% for the purposes of evaluating which goods, services or construction offer best value.

In accordance with the Atlantic Procurement Agreement, the local preference described above does not apply to the following procurements:

- a) goods that have a value of \$25,000 or greater;
- b) services that have a value of \$50,000 or greater;
- c) construction that has a value of \$100,000 or greater.

All requests for quotations and public requests for submissions must state that local preference applies to the procurement.

9) Award of Contracts

- a) ~~Awards of \$30,000 and greater and shall be presented to Council for approval.~~ **The Chief Administrative Officer (CAO) may authorize the procurement of goods, services and construction:**

- i) **that are \$250,000 or less and are included within the approved operating and capital budgets;** Awards over the value of ~~\$30,000~~ **\$250,000** will be submitted to Council for approval.
- ii) **that exceed the approved budget by 25% or \$50,000, whichever is less. This will be done when it is reasonable to do so and when options to achieve project completion or item procurement are limited.**
- iii) **that is an emergency situation. In these cases, the CAO is authorized to make reasonable and informed procurement decisions (operating and capital) which are determined by him/her to be necessary. Among other things such decisions may be deemed by the CAO to be necessary to protect the legal interests or satisfy legal obligations of the Town, or involve a situation where failure to act could reasonably be expected to compromise Town confidentiality, cause economic disruption, or would otherwise be contrary to the public interest. Authorizations for such expenditures are considered to be over and above the other authorities given under this policy to exceed approved budget amounts.**
- iv) where the purchase was made in accordance with this policy and falls within the thresholds established within the Atlantic Procurement Agreement and all subsequent amendments thereto.
- v) Where the purchase was the result of a public purchasing process conforming to the Town's procurement policy and The Atlantic Procurement Agreement.
- vi) Where the purchase is awarded to the supplier providing best value and meeting specifications.
- vii) Where the award of a Request for Proposal is made to the highest scoring qualified proponent based upon evaluation criteria within the Request for Proposal.
- viii) Where there is no legislative requirement to obtain Council approval.

- b) ~~Awards of less than \$30,000 may be approved by the CAO in conjunction with the user department:~~

- i) ~~Where the funds and program have been approved by Council as part of the annual business planning and budget process and the expenditure will not result in an over-expenditure of the entire budget.~~

~~The CAO may, at his sole discretion, forward any decision for award to Council.~~

- b) All bids are subject to evaluation after opening and before award of contract. The bid request documents must clearly identify the requirements of the procurement, the evaluation method, evaluation criteria based on the purpose and objectives of this policy, and the weights assigned to each criterion.
- c) Where award is over the limits established in the Atlantic Procurement Agreement for the purchase of goods, services and construction, award amount and company name is to be posted on the Provincial Procurement Web Portal.

- d) A quarterly report to Council of awards of contracts under the value of ~~\$30,000~~ \$250,000 approved by the CAO or designate shall be made available to Council and shall show the name of the contract, the name of the successful bidder, the amount of the award, any person or company to whom a single or sole source has awarded, and the budgetary provision.
- e) At the discretion of the CAO, any award of goods, services or construction may be referred to Council for approval.

10) Documentation Requirements

The following documents are required in order to work on ~~Town of Amherst property~~ for the Town:

Workers Compensation Board (WCB) - WCB certificates are required any time a service and/or construction project is being completed on Town of Amherst property. The proponent MUST provide a valid WCB certificate prior to the commencement of any work. This certificate will state ~~what employees are covered~~ and when the coverage expires. If the WCB certificate expires before the project is finished, then the replacement certificate MUST be received in order for the work to continue. Town of Amherst employees have the right to stop any work in progress if an up-to-date WCB certificate is not provided. **If the approved vendor is exempt from WCB, proof of the exemption will be supplied before work can commence.**

Liability Insurance - Proponents must provide a valid certificate from their insurance company with the Town of Amherst named and added under Additional Insured for liability purposes with at least \$2,000,000 liability coverage. This certificate must be provided before the commencement of any work.

Construction Safety- A Certificate of Good Standing is required from a registered safety certified company such as the Nova Scotia Construction Safety Association whenever any type of construction, reconstruction, demolition, remediation, repair or renovation is being completed on Town of Amherst property for any projects that are over \$10,000. This documentation must be provided before the commencement of any work.

11) Code of Ethics

All procurement carried out by the Town of Amherst must be conducted according to policies, provincial and federal legislation, trade agreements and ethical business practices. We must in good faith, conduct business with current and prospective suppliers and be fair in all business dealings. We shall encourage the negotiation of an equitable and mutually acceptable settlement when a dispute arises and request removal from a procurement process when a personal conflict of interest is perceived. We shall require suppliers to provide accurate representations of goods, services and construction and encourage them to consider sustainability in their products. We shall strive to obtain best value for each expenditure.

12) Supplier Performance

- a) Suppliers may be subject to disqualifications if there is sufficient evidence of failure to meet the standards specified by the Town. Suppliers may be evaluated based on competitive price, quality of a product, contract adherence and performance and after sales service. Upon reasonable notice in writing to the supplier involved, and after a reasonable opportunity for response, a supplier can be disqualified for a period not exceeding three years from participation in solicitation for goods, ~~and services~~ **and construction** when:
 - i. Serious breach of contract indicating unwillingness to perform a contract in accordance with the terms and conditions or specifications or a record of unsatisfactory performance of one or more contracts in accordance with its specifications or both.
 - ii. The offer of any gratuity to an official or employee of the Town by a supplier or contractor for consideration.
- b) A written decision shall be issued to the person disqualified or suspended setting out its reasons for disqualification or suspension, to the usual business address of that person as shown in the records of the purchasing section.
- c) Disqualification will be approved by the CAO.

13) Supplier Debriefing

Upon request of a supplier who is an unsuccessful bidder, the Town of Amherst must conduct a debriefing with that supplier to provide feedback on the evaluation of the bid. The debriefing must be conducted as follows:

- a) the Treasurer ~~or designate~~ and/or ~~Coordinator of Procurement~~ **Coordinator**, along with the person named in the documents, will ~~conduct~~ **attend** the meeting;
- b) the debriefing must provide reasons for the disqualification of the supplier, or in the case where evaluation scoring was used, provide an overview of the supplier's score in each category and reasons for that score;
- c) the debriefing must also provide information to the supplier on how to improve future submissions;
- d) the debriefing must not disclose any information regarding other bidders or their submissions.

14) Contract Documents, Bid and Performance Securities and Specifications

- a) The CAO may, from time to time, approve such standard forms including bid and performance securities if any, for purchase by Invitation to Tender, Request for Proposals, Request for Quotations, sole source, or emergency purchases as well as forms of contract for types of purchase including but not limited to construction, supplies and installation or service as they may deem advisable.
- b) Bid bonds, performance bonds, irrevocable letters of credit and other securities including labour and material bonds may be required for such purposes in such form and in such amounts as the CAO deems advisable.

15) Special Services

- a) Legal Services - Legal services will be acquired by staff based upon qualifications, experience, services offered, past performance, proposed fees and other relevant considerations. The acquisition of legal services must be approved by the CAO in consultation with the Director(s) of the user department(s). (These services include expert witnesses, and subject experts required for legal proceeding, hearing or similar matter.) Legal services having a value of \$10,000 or more shall be approved by Council. The term for legal services will be at the discretion of the Town.
- b) Financial Auditing Services – These services may be contracted on a one year term to be renewed on an annual basis on terms satisfactory to the Town. Selection of an auditor shall be completed by the Audit Committee of Council who will recommend the selection of an auditor to Council. Annual **selection and/or** renewal of the contract for audit services will be made by the Audit Committee.

16) Tie Bids

After the assessment process is complete and it cannot be reasonably determined who has submitted the lowest compliant bid and a tie exists, the ~~Purchaser~~ **Procurement Coordinator** may flip a coin to determine the award.

17) Suppliers indebted to the Town of Amherst

Any supplier/contractor having a customer account with the Town ~~of Amherst~~, which is in arrears, will have such arrears deducted from any payments due to the supplier/contractor. Such deduction may be waived by the CAO, where the supplier/contractor has entered into a payment arrangement deemed to be suitable by the Treasurer.

18) Purchases by Town of Amherst Employees

Employees or immediate family members (husband, wife, son, ~~or~~ daughter) of employees of the Town ~~of Amherst~~ are not permitted to purchase personal use items through the purchasing system except where employee purchase plans are being offered.

6. INFORMATION / DISCUSSION ITEMS

6.1 Reportable Municipal Expenses (6947)

Information item; staff continue to develop the hospitality policy and review the current policies to ensure compliance with Bill 10.

7. INTERNAL COMMITTEE REPORTS

7.1 Amherst Board of Police Commissioners (6959)

Councillor Blanch presented the report on behalf of the Amherst Board of Police Commissioners. Information item - no direction given.

7.2 Amherst Youth Town Council (6958)

Junior Mayor Rohin Minocha-McKenney presented the report on behalf of the Amherst Youth Town Council. Information item - no direction given.

8. EXTERNAL COMMITTEE REPORTS

8.1 Cumberland Public Libraries (6957)

Councillor MacKenzie presented the report on behalf of the Cumberland Regional Libraries Board. Information item; no direction given.

8.2 Cumberland Joint Services Management Authority (6956)

Councillor Byrne presented the report on behalf of the CJSMA Board. Information item. No direction given.

8.3 Northern Region Solid Waste Committee - No report

8.4 L. A. Animal Shelter (6955)

Mayor Kogon presented the report on behalf of the L. A. Animal Shelter. Information item - no direction given.

9. ADJOURNMENT

**Moved By Councillor Jones
Seconded By Councillor Rhindress
To adjourn at 800 PM**

Gregory D. Herrett, CPA, CA
Town Clerk and Chief Administrative Officer

David Kogon, MD
Mayor