



**Town of Amherst
Committee of the Whole**

Date: **Monday, September 17, 2018**
Time: **4:00 pm**
Location: **Council Chambers, Town Hall**

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1. Call to Order - 4:00	
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2.3 MGA 22(2)(c) - Personnel Matter	
3. Council Direction Requests	
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3.2 Smoke Free Places / LUB Amendments - Cannabis - FISHER - 4:25	11 - 12
3.3 Debenture Approval - RECTOR - 4:40	13 - 15
3.4 Moving Funds from Operating to General Capital - RECTOR - 4:45	16 - 17
3.5 Strategic Priorities Review - FISHER - 4:50	18 - 22
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**Amherst Town Council
Committee of the Whole
Minutes**

Date: September 10, 2018
Time: 4:00 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
Bill Schurman, Director Recreation
Greg Jones, Fire Chief
Natalie LeBlanc, Deputy Clerk
Tom McCoag, Corporate Communications Officer
Kim Jones, Municipal Clerk
Shelley Rector, Chief Financial Officer
Andrew Fisher, Manager of Planning & Strategic Initiatives
Dwayne Pike, Acting Police Chief

1. Call to Order

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

2. In Camera

Moved By Councillor Byrne

Seconded By Councillor Blanch

That the Committee move to an In Camera session.

MOTION CARRIED

3. Council Direction Requests

3.1 Community Support Grants Policy

Moved By Deputy Mayor Christie

Seconded By Councillor Blanch

That the Community Support Grants Policy 72000-08 be referred to the September 24, 2018 regular meeting of Council for approval.

**Against (1): Councillor Rhindress
MOTION CARRIED**

3.2 Request to Present - SOAR

Moved By Councillor MacKenzie

Seconded By Councillor Byrne

That Council authorizes the CAO to invite SOAR to do a presentation to Council at a future meeting.

MOTION CARRIED

Kimberlee Jones
Municipal Clerk

David Kogon, MD
Mayor

**Amherst Town Council
Committee of the Whole
Minutes**

Date: June 25, 2018
Time: 4:30 pm
Location: Council Chambers, Town Hall

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

Members Absent Councillor Jason Blanch

Staff Present Greg Herrett, CAO
Jason MacDonald, Deputy CAO Operations
Ian Naylor, Police Chief
Bill Schurman, Director Recreation
Greg Jones, Fire Chief
Andrew Fisher, Manager of Planning & Strategic Initiatives
Tom McCoag, Corporate Communications Officer
Rebecca Taylor, Business Development Officer
Shelley Rector, Chief Financial Officer
Kimberlee Jones, Municipal Clerk
Natalie LeBlanc, Deputy Clerk

1. Call to Order

Mayor Kogon called the meeting to order at 4:35 p.m.

1.1 Approval of Agenda

Moved By Councillor Jones

Seconded By Councillor Rhindress

That the agenda be approved as circulated.

MOTION CARRIED

1.2 Approval of Minutes - 20180618

Moved By Councillor MacKenzie

Seconded By Councillor Byrne

That the minutes of June 18, 2018 Committee of the Whole meeting be approved as circulated.

MOTION CARRIED

2. In Camera

Moved By Councillor Jones

Seconded By Councillor Rhindress

That the Committee move to an In Camera session.

MOTION CARRIED

3. Council Direction Requests

3.1 Ice Helmet Policy

Moved By Councillor Byrne

Seconded By Councillor Rhindress

That Council forward approval of the attached Ice Helmet Policy 72300-0 for the Amherst Stadium effective August 15, 2018 to the June 25, 2018 regular meeting of Amherst Town Council.

MOTION CARRIED

3.2 Committee of the Whole and Council Meeting Dates

Moved By Deputy Mayor Christie

Seconded By Councillor Byrne

That Council refer the decision to change the day of the week on which meetings of the Committee of the Whole and Council meet from the third and fourth Mondays of the month to the third and fourth Wednesdays of the month to the June 25, 2018 regular meeting of Council.

Against (3): Councillor Jones, Councillor MacKenzie, and Councillor Rhindress

MOTION DEFEATED

3.3 Cumberland County Physician Recruitment Committee Funding Proposal

Moved By Deputy Mayor Christie

Seconded By Councillor Jones

That Council refer the request for funding to support the Cumberland County Physician Recruitment Committee in an amount up to \$10,915, and authorize staff to draw these funds from the operating reserve, to the June 25, 2018 regular meeting of Council.

MOTION CARRIED

3.4 Multi Ethnic Sports Hall of Fame Funding Request

Moved By Councillor Byrne

Seconded By Deputy Mayor Christie

That Council refer the decision to make \$150 donations directly to the Heather Arseneau Scholarship and the Amherst Food Network in honor of the list of honorees for this event, to the June 25, 2018 regular meeting of Council.

MOTION CARRIED

4. Information Items

4.3 EPR Update

Stephen Rayworth with CJSMA presented this as an Information item; no direction given or action required.

4.1 Crosswalk Review

Information item; no direction given or action required.

4.2 Tesla Charging Station

Information item; no direction given or action required.

5. Monthly Reports

5.1 Corporate Services

Information item; no direction given or action required.

5.2 Operations

Information item; no direction given or action required.

5.3 Police Services

Information item; no direction given or action required.

5.4 Fire Services

Information item; no direction given or action required.

5.5 Planning & Strategic Initiatives

Information item; no direction given or action required.

5.6 Recreation

Information item; no direction given or action required.

5.7 Economic Development

Information item; no direction given or action required.

6. Adjournment

Moved By Councillor Byrne

Seconded By Deputy Mayor Christie

To adjourn the meeting at 6:15 p.m.

Kimberlee Jones
Municipal Clerk

David Kogon, MD
Mayor



AMHERST TOWN COUNCIL

CDR# 2018129

Date: September 17, 2018

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Dwayne Pike – Acting Chief of Police

DATE: September 17, 2018

SUBJECT: Town of Amherst Nuisance Bylaw

ORIGIN: The Federal *Cannabis Act* will legalize recreational cannabis on October 17, 2018. Municipal governments have a role to play in terms of regulating where cannabis can be personally cultivated, and consumed in public places.

CAO's Comments: This proposed bylaw has been modeled after that of HRM to take advantage of the work done in the municipality on this issue and to allow Council, staff and the public to consider all of the political and public comments being made in the mainstream media as we work toward the Amherst solution.

LEGISLATIVE AUTHORITY: Municipal Government Act, in Section 172(1) (a), (c) and (d) authorizes a council to make bylaws for municipal purposes respecting the health, well-being, safety and protection of persons; persons and activities in public places and places open to the public; and nuisances, including burning, odours and fumes.

RECOMMENDATION: That Council consider adoption of a Nuisance Bylaw to regulate where cannabis may be cultivated for personal use, and consumed on public property.

BACKGROUND: The Cannabis Act is scheduled to take effect on October 17th, 2018. This Federal Act will provide a framework for the production, distribution, sale and possession of cannabis for medical and recreational purposes. Issues relating to cannabis distribution and retail sales will be addressed in the Provincial Governments' Cannabis Control Act, which will also make amendments to the Smoke Free Places Act in relation to the use of Cannabis. Municipal Government responsibilities include enforcement, safety, impacts on the community and home cultivation.

The Cannabis Act replaces the Access to Cannabis for Medical Purposes Regulations (ACMPR) and permits cultivation, by a person or persons 18 years or older, of up to 4 cannabis plants per household. Sale of cannabis by individuals is prohibited.

The Amherst Smoke Free Recreational Places Bylaw prohibits smoking in parks and recreational facilities.



The proposed Nuisance Bylaw would replace the Amherst Smoke Free Recreational Places Bylaw, and would prohibit all forms of smoking (ex. tobacco, cannabis, and vaping) on all town property, except those areas designated for smoking tobacco and vaping. The new bylaw would also restrict personal cultivation of cannabis to a dwelling or accessory building.

DISCUSSION:

The following issues will be created as a result of the legalization of cannabis:

- The odour stemming from the smoking of cannabis; and
- The odour stemming from the growing of cannabis.

Smoking on Municipal Property

Provincially, the Smoke-Free Places Act prohibits smoking tobacco in certain areas. The Cannabis Control Act will amend the Smoke-Free Places Act to include cannabis and other substances in addition to tobacco. Smoking of these substances is prohibited in the following areas:

- Provincial Parks and Beaches
- Within 20 metres of playgrounds, sport and recreation events or venues, and
- Within 9 metres of public trails.

Smoke and smoking are public health and safety issues. The health impacts from the exposure to second-hand tobacco are well documented. In addition, a ban on smoking, in all its forms, allows for effective enforcement of the restrictions. Differentiating between cannabis smoke and tobacco smoke would make enforcement very difficult. From an enforcement perspective, one would only have to prove that a person was 'smoking' on municipal property. Should a ban only include cannabis, the Crown would be required to prove that the substance smoked was cannabis as opposed to another substance. This would require a laboratory analysis.

Odour from Growing Cannabis

The Cannabis Act will allow persons 18 years and over to grow cannabis outside their dwelling unit. Cannabis grown outside in gardens, decks or sheds will potential create a nuisance odour to those in the vicinity. This issue could be mitigated by permitting the growing and preparation of cannabis within ones dwelling unit.

With this in mind, Council may consider a Nuisance Bylaw that will address the issues of odours from the use and growing of cannabis. Much of the material can follow from the work by staff of the municipality of Halifax who suggested amendments to their Nuisance Bylaw. The recommendations are as follows:

1. Defining 'smoke' as *'smoke, inhale or exhale smoke from, burn, carry, hold or otherwise have control over a lit or heated cigarette, cigar, pipe, waterpipe, electronic cigarette or other device that burns or heats tobacco, cannabis or another substance that is intended to be smoked or inhaled;*

2. Prohibiting 'smoking' on municipal property or property that is maintained or under the control of the municipality with the exception of areas that may be designated as smoking areas by the Chief Administrative Officer or his/her delegate;
3. Limit the cultivation, propagation, drying or harvesting of cannabis to indoors, in a dwelling unit or an accessory building (with the exception of a licensed producer)
4. Limiting the definition of 'dwelling Unit' to mean a living quarters that contains kitchen and toilet facilities and excludes structures such as a deck, patio or veranda.
5. Prohibiting the growing of cannabis unless it occurs within a dwelling unit
6. Prohibiting the owning of land or occupying of property where cannabis is grown outside of a dwelling unit

FINANCIAL IMPLICATIONS: The proposed changes could put an added stress on law enforcement and service levels, although it is unclear at this time what effect it will have.

COMMUNITY ENGAGEMENT: None at this time, however Council may wish to direct staff to conduct more research.

ENVIRONMENTAL IMPLICATIONS: None at this time

ALTERNATIVES:

1. Maintain status quo
2. Direct staff to determine other alternatives to the draft of a Nuisance Bylaw

ATTACHMENTS: Draft Nuisance Bylaw

Report prepared by: Dwayne Pike, Acting Police Chief

Report and Financial approved by:

TOWN OF AMHERST

RESPECTING NUISANCES

The Town of Amherst under authority of the *Municipal Government Act*, in Section 172(1) (a), (c) and (d) authorizes a council to make by laws for municipal purposes respecting the health, well-being, safety and protection of persons; persons and activities in public places and places open to the public; and nuisances, including burning, odours and fumes.

Short Title

- 1) This Bylaw may be cited as Bylaw #, the “Nuisance Bylaw”.

Interpretation

- 2) In this Bylaw

(a) "accessory building" means a detached subordinate building, not used for human habitation, that is

(i) located on the same lot as the main building or use to which it is accessory,

(ii) wholly constructed of rigid materials such as metal, wood, or glass;

(b) “Council” means the Council of the Town of Amherst;

(c) “dwelling unit” means living quarters that

(i) are accessible from a private entrance, either outside the building or in a common area within the building,

(ii) are occupied or, if unoccupied, are reasonably fit for occupancy,

(iii) contain kitchen facilities within the unit, and

(iv) have toilet facilities that are not shared with the occupants of other dwelling

units excluding any

(i) detached structure that is not an accessory building, or

(ii) structure that is attached to the exterior wall of the dwelling unit or the building containing the dwelling unit, such as a balcony, deck, patio, porch, terrace, or

veranda;

(d) “licensed producer” means an individual or corporation issued a producer’s license in accordance with the *Access to Cannabis for Medical Purposes Regulations* (Canada);

(e) “Municipal property” means any land owned, occupied, or leased by the Municipality, including a street, and a park

(f) “Municipality” means the Town of Amherst;

(g) “public place” means a public street, highway, road, lane, sidewalk, thoroughfare, bridge, alley, park, square, water courses including the shore of the water course, municipal, provincial or federal owned lands or any other place to which the public has access as a right or by invitation, express or implied;

(h) “smoke” means smoke, inhale or exhale smoke from, burn, carry, hold or otherwise have control over a lit or heated cigarette, cigar, pipe, waterpipe, electronic cigarette or other device that burns or heats tobacco, cannabis or another substance that is intended to be smoked or inhaled;

(i) “street” means a public street, highway, road, lane, sidewalk, thoroughfare, bridge, square and the curbs, gutters, culverts and retaining walls in connection therewith, except as otherwise defined in the **Municipal Government Act**; and

(j) “cannabis” means a cannabis plant as defined by the *Cannabis Act* (Canada).

PART 1 – SMOKE ON MUNICIPAL LANDS

Smoking on Municipal Property

3. No person shall smoke on municipal property or property that is maintained or under the control of the municipality with the exception of areas that may be designated as smoking areas by the Chief Administrative Officer or his/her designate.

Penalty

4. Every person who violates the provisions of this Part shall be liable to a penalty of not less than One Hundred Dollars (\$100.00) and not exceeding Two Thousand Dollars (\$2,000.00) for each offence, and in default of payment thereof to imprisonment for a period not exceeding thirty days.

PART 2

5. (1) Within the Town of Amherst, and subject to subsection 2, no person shall
 - (a) cultivate, propagate, dry, or harvest cannabis, unless the cultivating, propagating, drying, or harvesting occurs wholly within a dwelling unit or an accessory building;
 - (b) own or occupy property where cannabis is cultivated, propagated, dried, or harvested, unless the cannabis is cultivated, propagated, or harvested wholly within a dwelling unit or an accessory building; or
 - (c) permit or allow cannabis to be cultivated, propagated, dried, or harvested on property they own or occupy, unless the cannabis is cultivated, propagated, or harvested wholly within a dwelling unit or an accessory building.
- (2) Subsection (1) of this section shall not apply to a licensed producer.
6. (1) Every person who violates the provisions of this Part shall be guilty of an offence and shall be liable to a penalty of not less than One Thousand Dollars (\$1000.00) dollars and not exceeding Ten Thousand Dollars (\$10,000.00) for each offense and in default of payment thereof to imprisonment for a period not exceeding one year.
 - (2) Every day during which an offence pursuant to subsection (1) continues is a separate offence.
 - (3) In addition to a penalty imposed for a contravention of this By-law in accordance with subsection (1) of this section, the judge may order that the cannabis be removed and destroyed.
 - (4) Any costs incurred by the Municipality relating to an order for the removal and the destruction of the cannabis, shall be a first lien on the property upon which the cannabis was removed.

REPEAL OF BY-LAWS

7. The following by-laws are repealed:

By-Law C-12 Smoke-Free Recreational Places



COMMITTEE OF THE WHOLE

CDR# 2018128

Date: September 17, 2018

TO: Mayor Kogon and Members of Amherst Town Council

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

DATE: September 17, 2018

SUBJECT: Cannabis Legalization and Land Use Planning Documents

ORIGIN: The Federal *Cannabis Act* will legalize recreational cannabis on October 17, 2018. Municipal governments have a role to play in terms of regulating cannabis-related land uses.

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

RECOMMENDATION: That Council refer to the Planning Advisory Committee potential planning document amendments that would define licensed production facilities, permit such facilities in industrial zones with minimum setbacks from residential and other sensitive land uses, and define cannabis retail sales and cannabis lounges.

BACKGROUND: As a new land use, cannabis production facilities, retail sales and consumption venues are not addressed in the town's planning documents. Licensed production facilities are strictly regulated by the Federal Government by requiring notice to local authorities, physical and personnel security, and good production practices. The regulations will, in part:

- prohibit any licensed activity in a dwelling;
- permit both indoor and outdoor cultivation, but permit only indoor storage and processing;
- require reasonable measures to prevent the escape of odours and pollen from indoor areas; and
- require physical and personnel security requirements, such as securing the perimeter to prevent unauthorized access with physical barriers and restricting who can access areas where cannabis is present.

Cannabis retail sales are only permitted through Nova Scotia Liquor Corporation outlets and online. Consumption venues and private retail sales are prohibited under the current regulations. However, if provincial regulations were to change, under the current planning documents, cannabis retail and consumption venues would be permitted in the town's commercial zones.

DISCUSSION: Halifax Regional Municipality (HRM) is currently considering amendments to their Land Use Bylaws to do the following:



- define licensed production facilities and allow them in industrial zones with minimum setback requirements from residential properties, parks, daycares, and religious institutions;
- Define cannabis retail sales and cannabis lounges so they are clearly prohibited uses in any zone.

HRM is also considering amendments to their Regional Planning Strategy to provide policy around Council's intentions with regard to cannabis-related land uses.

Town staff feel the approach being taken by HRM may be suitable for Amherst with respect to amendments to the planning documents. As such, this report recommends that this matter be referred to the PAC for consideration, a public participation opportunity, and eventual recommendation to Council.

FINANCIAL IMPLICATIONS: None at this time

COMMUNITY ENGAGEMENT: The PAC must hold an advertised public participation opportunity prior to making a recommendation to Council.

ENVIRONMENTAL IMPLICATIONS: None at this time.

ALTERNATIVES: 1) Do not refer the matter to the PAC and maintain status quo. 2) Direct staff to provide more information.

ATTACHMENTS: None

Report prepared by: A. Fisher

Report and Financial approved by:



COUNCIL DIRECTION REQUEST

CDR# 2018126

Date: 20180917

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Shelley Rector, CPA, CMA – Chief Financial Officer

DATE: 17 September 2018

SUBJECT: Resolution for Pre-Approval of Debenture Issuance

ORIGIN: 2017-18 Capital Budget

LEGISLATIVE AUTHORITY: The Municipal Government Act (MGA) Section 91 gives Council the authority to pre-approve the parameters for debenture issue, by setting a maximum interest rate and establishing the period over which the loan will be repaid, subject to the approval of the Minister of Municipal Affairs.

RECOMMENDATION: That the Resolution for Pre-Approval of Debenture Issuance in the amount of \$916,677 for the long term financing of the water main replacement and street reconstruction of East Victoria Street from Rupert to civic # 250 and the storm water separation on Station Street be referred to the September 24, 2018 meeting for Council's approval.

BACKGROUND: Municipalities requiring debenture funds from the Municipal Finance Corporation (MFC) in the fall of 2018 are required to make a written commitment by October 19, 2018. This is the time for the Town to secure the long-term borrowing for the water main replacement (\$145,000) and street reconstruction (\$367,000) of East Victoria Street from Rupert to civic # 250 and the storm water separation on Station Street (\$404,677).

The pre-approval resolution sets the maximum interest rate at 5.5%, the amount of \$916,677, and the term (15 years).

DISCUSSION: A Temporary Borrowing Resolution related to these projects was approved by Council on January 22, 2018 and by the Minister of Municipal Affairs on March 1, 2018 in the amount of \$1,712,500. The actual amount required now that the projects are complete is \$916,677. There were other capital projects that were listed on the Temporary Borrowing Resolution that the Town was able to fund through the water utility and general operating year end surpluses as well as the Operating Reserve.

FINANCIAL IMPLICATIONS: Annual debenture principal and interest payments commencing in 2019.

COMMUNITY ENGAGEMENT: This is the established process of borrowing from the Municipal Finance Corporation; as with all borrowing for capital purposes by a municipality, it will require the approval of the Minister of Municipal Affairs. No community engagement is required in this process.

ENVIRONMENTAL IMPLICATIONS: There are no specific environmental implications associated with this borrowing.



ALTERNATIVES: Refer the long term funding of the projects back to staff for further review and recommendation.

ATTACHMENTS:

Resolution for Pre-Approval of Debenture Issuance Subject to Interest Rates

Copy of the Temporary Borrowing Resolution approved by the Minister on March 1, 2018.

Report prepared by: Shelley Rector, CPA, CMA – Chief Financial Officer

Report and Financial approved by:

Name of Unit: **TOWN OF AMHERST**

Resolution for Pre-Approval of Debenture Issuance Subject to Interest Rate

WHEREAS Section 91 of the *Municipal Government Act* provides that a municipality is authorized to borrow money, subject to the approval of the Minister of Municipal Affairs (hereinafter "the Minister);

AND WHEREAS the resolution of council to borrow for the capital purposes of: water systems and Wastewater facilities and storm water systems required for a municipal purpose was approved by the Minister on the 1st day of March, 2018;

AND WHEREAS clause 91(1)(b) of the *Municipal Government Act* authorizes the council to determine the amount and term of, and the rate of interest, on each debenture, when the interest on a debenture is to be paid, and where the principal and interest on a debenture are to be paid;

AND WHEREAS clause 91(2) of the *Municipal Government Act* states, that in accordance with the *Municipal Finance Corporation Act*, the mayor or warden and clerk or the person designated by the council, by policy, shall sell and deliver the debentures on behalf of the municipality at the price, in the sums and in the manner deemed proper;

BE IT THEREFORE RESOLVED

THAT under the authority of Section 91 of the *Municipal Government Act*, the **Town of Amherst** borrow by the issue and sale of debentures a sum or sums not exceeding **\$916,677.00 (nine hundred and sixteen thousand, six hundred and seventy-seven dollars)**, for a period not to exceed **15 (fifteen)** years, subject to the approval of the Minister;

THAT the sum be borrowed by the issue and sale of debentures of the **Town of Amherst** in the amount that the mayor or warden and clerk or the person designated by the council deems proper, provided the average interest rate of the debenture does not exceed the rate of **5.5%**;

THAT the debenture be arranged with the Nova Scotia Municipal Finance Corporation with interest to be paid semi-annually and principal payments made annually;

THAT this resolution remains in force for a period not exceeding twelve months from the passing of this resolution.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution duly passed at a meeting of the Council of the Town of Amherst held on the 24th day of September, 2018.

GIVEN under the hands of the Mayor and the Clerk of the Town of Amherst this ____ day of _____, 2018.

Mayor

Clerk

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Shelley Rector, CFO

DATE: 17 September 2018

SUBJECT: Moving Funds from Operating Reserve to General Capital Fund

ORIGIN: Budget and Operating from 2017-18 carried forward to 2018-19.

LEGISLATIVE AUTHORITY: Financial Reporting and Accounting Manual (FRAM) 3.16(d)

RECOMMENDATION: That Council refer approval of the resolution to withdraw \$527,907 from the Operating Reserve and transfer it to the General Capital fund for the 2017/18 capital purchase of a fire truck to the September 24, 2018 regular meeting of Council.

BACKGROUND: At March 31, 2018 the fire truck had long term debt as its funding source on the capital budget, in the amount of \$527,907.

For year-end purposes the fire truck was bridge financed with long term debt anticipated to be borrowed in the fall of 2018.

The surplus at March 31, 2018 was \$472,237 for the general fund, \$79,200 for sewer and \$6,561 for solid waste for a total overall surplus of \$557,998. The surplus funds were transferred to Operating Reserve in their designated accounts (sewer and solid waste segregated).

DISCUSSION: There are two options for the financing of the fire truck:

1. Issue a debenture for the fire truck in the amount of \$527,907. If a debenture was issued, it is estimated that interest over a fifteen year term would be \$168,929.
2. Use funds from the 2017/18 general surplus as well as other unrestricted funds in Operating Reserve to pay for the fire truck.

The fire truck is currently in the General Capital fund not funded. We need a resolution from Council to withdraw the funds from Operating Reserve and transfer them to the General Capital fund. This resolution would allow us to ensure proper matching of the funds with the expenditures.

Of interest for Council, if option 2 is chosen, Council will have saved \$379,607 in debt repayment interest between this purchase and the use of the surplus funds to pay for the Community Credit Union Business Information Center and Mill Street per the May 29, 2018 Council meeting.



Per the information in the Debenture approval package, it makes sense to use long-term borrowing for the water main replacement (\$145,000) and street reconstruction (\$367,000) of East Victoria Street from Rupert to civic # 250 and the storm water separation on Station Street (\$404,677) as the useful life of these project exceeds the borrowing period of the debt. Staff attempt to match borrowing periods with useful life whenever possible.

FINANCIAL IMPLICATIONS: Significant long term interest savings as noted above.

COMMUNITY ENGAGEMENT: No community engagement required.

ENVIRONMENTAL IMPLICATIONS: None

ALTERNATIVES: Issue long term debt to pay for the fire truck.

ATTACHMENTS: None

Report prepared by: Shelley Rector
Report and Financial approved by: Shelley Rector

TO: Mayor Kogon and Members of Council

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

DATE: September 17, 2018

SUBJECT: Strategic Priorities Chart

ORIGIN: 2018 Council Strategic Priority setting and tracking.

LEGISLATIVE AUTHORITY: MGA 30(3), The Council shall provide direction on the administration, plans, policies and programs of the municipality to the chief administrative officer.

RECOMMENDATION: That Council refer the Strategic Priorities Chart for the October to December period to the September 24, 2018 meeting of Council for adoption.

BACKGROUND: Attached are three versions of the 2018 Strategic Priorities Chart:

1. July – September – approved by Council in June, this represents the actions to be taken to address the priorities over the three month period.
2. August 10 Status Check-in - the same information accepted by Council in June but coded as follows: **completed task**, **not complete but in progress**, due in the future, **and due but not started**. This chart is intended to provide a snapshot of the progress made on the priorities established by Council, and the operational priorities within each department.
3. October – December – the go forward actions to address the priorities over the next three months. Where tasks were shown completed in the August 10 chart (crossed out and highlighted), the task from the “NEXT” box is shown as the new “NOW” task.

DISCUSSION: Stemming from the priority setting exercise that began in December 2017 and further developed over the winter of 2018, the chart is a means to track progress on addressing Council’s strategic priorities. In general, the bullets are items that have been identified as a strategic priority for the respective departments that may also support Council’s priorities directly or indirectly.

Staff request that Council formally adopt the Strategic Priority Chart for the October to December period to ensure the priorities of Council are being appropriately addressed by the administration.

FINANCIAL IMPLICATIONS: Consideration for Council and Operational priorities have been integrated into the 2018/19 Budget.



COMMUNITY ENGAGEMENT: No specific engagement program is associated with this item.

ENVIRONMENTAL IMPLICATIONS: No implications specific to this item.

ALTERNATIVES: Do not adopt the Strategic Priorities Chart for October - December.

ATTACHMENTS:

1. Strategic Priorities Chart 2018 July - Sept.
2. Strategic Priorities Chart 2018 August 10 Check-in
3. Strategic Priorities Chart 2018 October - December

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

STRATEGIC PRIORITIES CHART 2018 Priorities

CORPORATE PRIORITIES (Council/CAO)

July - September

NOW

1. **ECONOMIC GROWTH / SUSTAINABILITY:** Community Profile/Dashboard - July
2. **POVERTY REDUCTION:** Community Poverty Reduction Strat ToR – Council Direction - Sept
3. **AGING POPULATION / SENIORS NEEDS:** Engage Stakeholder group - Sept
4. **POLICING COSTS:** Process Mapping Support - July
5. **MARKETING:** Inventory of materials - Sept
6. **NET ZERO / COMMUNITY ENERGY STRATEGY:** Strategy ToR - Sept

NEXT

- **COMMUNITY ENERGY STRATEGY:** RFP or Draft
- **POVERTY REDUCTION:** Implement Council direction
- **SENIORS STRATEGY:** ID service gaps
- **MARKETING PROGRAM:** Inventory of materials
- **POLICING COSTS:** Internal service review
- **ECO GROWTH:** Website Comm property inventory

ADVOCACY/PARTNERSHIPS

- *Net Zero / Green Energy Projects*
- *Municipal Cooperation*
- *Isthmus Flood Risk*
- *Col. James Layton Ralston Armoury*

OPERATIONAL STRATEGIES (CAO/Staff)

Chief Administrative Officer (Greg)

1. **SERVICE CAPACITY REVIEW:** ToR - Aug
 2. **POLICING COSTS:** Project Oversight
- Municipal Cooperation
 - Succession Planning
 - Cannabis legalization

Manager, Planning & Strategic Initiatives (Andrew)

1. **Active Transportation Plan:** Implement Plan – May
 2. **NET ZERO/ COMM ENERGY STRAT:** ToR - July
- MPS/LUB review for Cannabis:
 - NSP Smart Grid Project: Implementation -
 - Oxford MPS: review -

Fire Chief (Greg)

1. New Membership Mentorship: Program - July
 2. Organizational Security Strategy: review documentation-July
 3. Develop General Orders: Implement - Oct
- Finalize Succession Plan: Complete -
 - Leadership program: Implement -
 - Live/simulated fire training: Virtual Trainer -

Director of Recreation (Bill)

1. **MARKETING PROGRAM:** Inventory of Materials - Sept
 2. **POVERTY REDUCTION:** Need Council Dir - Sept
 3. **AGING POP./SENIORS NEEDS:** Seniors Strat - Jan
- Healthy Communities: Committee goals/objectives
 - Communities in Bloom: Committee goals/objectives
 - Dog Park: Construction

Chief of Police (Ian)

1. Succession/Staff Changes: Sargent competition - Aug
 2. Sexual assault investigations: audit – July
 3. Legalization of Cannabis: readiness - Aug
- Departmental Wellness Program: CISM draft
 - Digitize personnel files: Action Plan
 - Quality Assurance Review:

CFO (Shelley)

1. **Policing Costs:** Process mapping Support - July
 2. Performance measurement/management: Process Mapping System - July
 3. Customer Service Standards: Action Plan - Oct
- Pension Plan Sustain Report: Research completed
 - Internal Control Documentation: Written Processes
 - E-Vendor Payment System: Running

Business Development Officer (Rebecca)

1. **ECONOMIC GROWTH/SUSTAIN:** Community Profile/Dashboard - July
 2. Economic Development Strategy: Sept 2018
 3. CRM System for CCUBIC: Running - July
- Tourism Committee Strategy: Entrance Sign Bylaw
 - Tourism Product development: Heritage tours
 - Industrial Park Biz Attraction: Market Study

DCAO Director of Operations (Jason)

1. Asset Mngmt Plan: Research Best Practice - Sept
 2. Service Delivery Standards: Update Standards – Sept
 3. AT facility construction: Sept
-

CODES: **BOLD CAPITALS** = NOW Priorities; **CAPITALS** = NEXT Priorities; *Italics* = Advocacy
Regular title case = Operational Strategies

STRATEGIC PRIORITIES CHART 2018 Priorities

CORPORATE PRIORITIES (Council/CAO)

August 10 Status Check-in

NOW

1. **ECONOMIC GROWTH / SUSTAINABILITY:** Community Profile/Dashboard – July (Draft by Aug 17)
2. **POVERTY REDUCTION:** Community Poverty Reduction Strat ToR – Council Direction - Sept
3. **AGING POPULATION / SENIORS NEEDS:** Engage Stakeholder group - Sept
4. **POLICING COSTS:** ~~Process Mapping Support – July~~
5. **MARKETING:** Inventory of materials - Sept
6. **NET ZERO / COMMUNITY ENERGY STRATEGY:** Strategy ToR – July (ToR for Staff discussion – Sept)

NEXT

- **COMMUNITY ENERGY STRATEGY:** RFP or Draft
- **POVERTY REDUCTION:** Implement Council direction
- **SENIORS STRATEGY:** ID service gaps
- **MARKETING PROGRAM:** Develop ToR for refresh
- **POLICING COSTS:** Internal service review
- **ECO GROWTH:** ~~Website Comm property inventory~~

ADVOCACY/PARTNERSHIPS

- *Net Zero / Green Energy Projects*
- *Municipal Cooperation*
- *Isthmus Flood Risk*
- *Col. James Layton Ralston Armoury*

OPERATIONAL STRATEGIES (CAO/Staff)

Chief Administrative Officer (Greg)

1. **SERVICE CAPACITY REVIEW:** ~~ToR – Aug~~
 2. **POLICING COSTS:** Project Oversight
- Municipal Cooperation
 - Succession Planning
 - Cannabis legalization

Manager, Planning & Strategic Initiatives (Andrew)

1. Active Transportation Plan: ~~Implement Plan – May~~
 2. **NET ZERO/ COMM ENERGY STRAT:** ToR - July
- MPS/LUB review for Cannabis: Report for COW - Sept
 - NSP Smart Grid Project: Implement – Waiting for NSPI
 - Oxford MPS: review -

Fire Chief (Greg)

1. ~~New Membership Mentorship: Program – July~~
 2. Organizational Security Strategy: ~~review documentation July~~
 3. Develop General Orders: Implement - Oct
- ~~Finalize Succession Plan: Complete –~~
 - ~~Leadership program: Implement –~~
 - Live/simulated fire training: Virtual Trainer -

Director of Recreation (Bill)

1. **MARKETING PROGRAM:** ~~Inventory of Materials - Sept~~
 2. **POVERTY REDUCTION:** Need Council Dir - Sept
 3. **AGING POP./SENIORS NEEDS:** Seniors Strat - Jan
- Healthy Communities: Committee goals/objectives
 - Communities in Bloom: Committee goals/objectives
 - Dog Park: ~~Construction~~

Chief of Police (Ian)

4. Succession/Staff Changes: ~~Sargent competition – Aug~~
 2. Sexual assault investigations: ~~audit – July (Delayed due to staff change -revised to Oct)~~
 3. Legalization of Cannabis: ~~readiness – Aug (Report to COW Sept)~~
- Departmental Wellness Program: CISM draft
 - Digitize personnel files: Action Plan
 - Quality Assurance Review:

CFO (Shelley)

1. **Policing Costs:** ~~Process mapping Support – July~~
 2. Performance measurement/management: ~~Process Mapping System – July~~
 3. Customer Service Standards: Action Plan - Oct
- Pension Plan Sustain Report: Research completed
 - Internal Control Documentation: Written Processes
 - E-Vendor Payment System: Running

Business Development Officer (Rebecca)

1. **ECONOMIC GROWTH/SUSTAIN:** ~~Community Profile/Dashboard – July (draft review with CAO Sept6)~~
 2. Economic Development Strategy: Sept 2018
 3. ~~CRM System for CCUBIC: Running – July~~
- Tourism Committee Strategy: ~~Entrance Sign Bylaw~~
 - ~~Tourism Product development: Heritage tours~~
 - Industrial Park Biz Attraction: Market Study

DCAO Director of Operations (Jason)

1. Asset Mngmt Plan: ~~Research Best Practice - Sept~~
 2. Service Delivery Standards: ~~Update Standards – Sept~~
 3. AT facility construction: ~~Sept (will continue into Nov)~~
-

CODES: **BOLD CAPITALS** = NOW Priorities; **CAPITALS** = NEXT Priorities; *Italics* = Advocacy
Regular title case = Operational Strategies

STRATEGIC PRIORITIES CHART 2018 Priorities

CORPORATE PRIORITIES (Council/CAO)

October - December

NOW

1. **ECONOMIC GROWTH / SUSTAINABILITY:** Community Profile/Dashboard to Council - Nov
2. **POVERTY REDUCTION:** Council discussion re stakeholder committee - Oct
3. **AGING POPULATION / SENIORS NEEDS:** Stakeholder meeting - Oct
4. **POLICING COSTS:** Internal Service Review (Phase I) - Oct
5. **MARKETING:** Develop ToR - Oct
6. **NET ZERO / COMMUNITY ENERGY STRATEGY:** Council Direction on ToR - Oct

NEXT

- **COMMUNITY ENERGY STRATEGY:** RFP or Draft
- **POVERTY REDUCTION:** Implement Council direction
- **SENIORS STRATEGY:** ID service gaps
- **MARKETING PROGRAM:** Council Direction on ToR
- **POLICING COSTS:** External Service Review (Phase II)
- **ECO GROWTH:** Ind Park Market Study - Dec

ADVOCACY/PARTNERSHIPS

- *Net Zero / Green Energy Projects*
- *Municipal Cooperation*
- *Isthmus Flood Risk*
- *Col. James Layton Ralston Armoury*

OPERATIONAL STRATEGIES (CAO/Staff)

Chief Administrative Officer (Greg)

1. **SERVICE CAPACITY REVIEW:** Council discussion - Oct
 2. **POLICING COSTS:** Project Oversight
- Municipal Cooperation
 - Succession Planning
 - Cannabis legalization: Council discussion - Oct

Manager, Planning & Strategic Initiatives (Andrew)

1. Active Transportation Plan: Wayfinding signage - Dec
 2. **NET ZERO/ COMM ENERGY STRAT:** Council Direction on ToR – Oct
 3. MPS/LUB amendments for Cannabis: PAC - Oct
- NSP Smart Grid Project: Implementation
 - Oxford MPS: review

Fire Chief (Greg)

1. Organizational Security Strategy: Complete - Nov
2. Develop General Orders: Implement - Oct
3. Live/simulated fire training: Virtual Trainer procured – Dec

Director of Recreation (Bill)

1. **MARKETING PROGRAM:** Develop ToR - Oct
 2. **POVERTY REDUCTION:** Council discussion - Oct
 3. **AGING POP./SENIORS NEEDS:** Council Discussion - Oct
- Healthy Communities: Committee goals/objectives
 - Communities in Bloom: Committee goals/objectives
 - Dog Park: Construction

Chief of Police (Dwayne)

1. Succession/Staff Changes: Promoted up to speed - Dec
 2. Sexual assault investigations: audit – Oct
 3. Legalization of Cannabis: Implement Council Direction - Nov
- Departmental Wellness Program: CISM draft
 - Digitize personnel files: Action Plan
 - Quality Assurance Review:

CFO (Shelley)

1. **Policing Costs:** Internal Service Review (Phase I) - Oct
 2. Performance measurement/management: Investigate Six Sigma training - Nov
 3. Customer Service Standards: Action Plan - Oct
- Pension Plan Sustain Report: Research completed
 - Internal Control Documentation: Written Processes
 - E-Vendor Payment System: Running

Business Development Officer (Rebecca)

1. **ECONOMIC GROWTH/SUSTAIN:** Community Economic Dashboard present to Council – Nov.
 2. Economic Development Strategy: Implementation Plan - Oct
 3. Industrial Park Biz Attraction: Market Study complete - Dec
- Tourism Strategy Committee: Strategy draft complete
 - Tourism Product development: app-based tour
 - Commercial Building Façade Improvement program

DCAO Director of Operations (Jason)

1. Asset Mngmt Plan: draft plan - Dec
 2. Service Delivery Standards: Sr. Mgmnt review - Oct
 3. AT facility construction: Nov.
- Document long-term maintenance for capital assets

CODES: **BOLD CAPITALS** = NOW Priorities; **CAPITALS** = NEXT Priorities; *Italics* = Advocacy
Regular title case = Operational Strategies

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Andrew Fisher, Manager of Planning & Strategic Priorities

DATE: September 17, 2018

SUBJECT: Draft PACE Bylaw

ORIGIN: Strategic Priority – Net Zero / Community Energy Strategy

LEGISLATIVE AUTHORITY: Municipal Government Act (MGA), section 81A (1) *The council may make by-laws imposing, fixing and providing methods of enforcing payment of charges for the financing and installation of any of the following on private property with the consent of the property owner: (a) equipment installed pursuant to an expenditure under clause 65 (aca): providing for, financing and installing energy-efficiency equipment on private property including, without restricting the generality of the foregoing, solar panels...*

RECOMMENDATION: That Council refer first reading of the Town of Amherst By-law XX Respecting Charges for the Property Assessed Clean Energy Program to the September 24th Council meeting.

BACKGROUND: The proposed Bylaw to enable a Property Assessed Clean Energy (PACE) Program allows municipalities to offer financing to homeowners for energy efficiency retrofits that are paid back via their tax bill over a period of up to 10 years. All costs to provide the program are paid for by participants, and there are no costs to property owners who do not participate. The same or similar program is already in place in other NS municipalities such as: Bridgewater, District of Lunenburg, Richmond County, HRM, and others. The Municipality of the County of Cumberland via the Cumberland Energy Authority is adopting the same program.

The program will work as follows:

1. customer registers for the program;
2. administrator (EfficiencyNS or Clean Foundation) confirms eligibility with the Town (tax accounts in good standing);
3. customer signs a PACE agreement;
4. customer books a certified energy audit;
5. customer chooses efficiency retrofit from audit report;
6. customer acquires quotes for retrofit and submits them to the administrator;
7. administrator assesses which costs are eligible based on the program's savings to debt ratio;
8. customer sends the administrator invoices from the contractor;
9. municipality pays the contractor, and the customer begins repayment.



The process for the Town to offer the program is to pass the proposed Bylaw, and enter into an agreement with Efficiency Nova Scotia or the Clean Foundation to administer and assist in marketing the program. There are other potential administration options but Efficiency and Clean are used by most municipalities. The established programs offered by both the aforementioned organizations are essentially the same with only minor differences.

The Town's responsibilities include providing the financing, confirming customer eligibility, and applying the appropriate tax liens. There is also a start-up cost (ie. on-boarding fees) of approximately \$14,000 payable to the administrator that covers setup of the program with Town staff, and a communications and marketing package. The Town can apply to the Provincial Department of Energy who offers a program to cover the start-up cost.

The Town must also determine the total amount to be used for financing the program, and/or number of residences that may participate in a given year. It is important to note that interest charged to the customer is intended to at least cover the Town's cost to finance the program.

DISCUSSION: The PACE program outlined above has become a common offering amongst NS municipalities, as it offers its residents a relatively low-cost way to finance energy efficiency retrofits. Aside from the initial start-up cost that can potentially be covered by the province, the Town's major financial responsibility is the total amount that can be financed. Other costs would be attributed to staff time to assist in communication of the program, verifying customer eligibility, and managing the loan repayment.

This initiative supports Council's priority to develop a community energy strategy, as the program is a common component of such strategies in other jurisdictions. This program was identified as one of the ways the Town can partner with the Cumberland Energy Authority, who plan to provide a dedicated staff member that would help customers to navigate the various programs intended to reduce their energy costs. Alternatively, the Town can offer the program independently from the Energy Authority.

FINANCIAL IMPLICATIONS: A start-up fee of approximately \$14,000 that may be covered by the NS Department of Energy. The Town must provide the up-front capital to finance the program.

COMMUNITY ENGAGEMENT: Public notice of the proposed bylaw is necessary prior to giving the bylaw second reading.

ENVIRONMENTAL IMPLICATIONS: Increased efficiency and adoption of renewable energy reduces GHG emissions.

ALTERNATIVES: 1) Do not adopt the Bylaw; 2) Defer first reading and direct staff to provide more information.

ATTACHMENTS:

- Draft PACE Bylaw.
- Frequently Asked Questions
- Sample Customer Agreement
- Sample Town/Administrator Agreement

**THE TOWN OF AMHERST BY-LAW XX RESPECTING
CHARGES FOR
THE PROPERTY ASSESSED CLEAN ENERGY PROGRAM**

TITLE

1. This Bylaw shall be known as “*The Property Assessed Clean Energy Program*” Bylaw.

PURPOSE

2. The purpose of this Bylaw is to enable financing of energy efficiency upgrades to qualifying residential properties within the Municipality.

DEFINITIONS

3. In this Bylaw:
- a) “Chief Administrative Officer” means the Chief Administrative Officer of the Municipality;
 - b) “Director of Finance” means the Director of Finance of the Municipality;
 - c) “Energy Efficiency Upgrade” means an installation that is permanently affixed to the property and which
 - i. Will result in improved energy efficiency and substantially reduced energy use;
 - ii. Meets or exceeds applicable energy efficiency standards established or approved by the Municipality; and
 - iii. Involves central ducted or ductless heat pumps or solar panels meeting specifications or having ENERGY STAR[®] certification, air sealing, insulating, ENERGY STAR[®] windows and doors, or such other energy efficiency upgrades as are approved and agreed in writing by the Municipality.
 - d) “Municipality” means the Town of Amherst;
 - e) “PACE Customer Agreement” means the written, signed Property Assessed Clean Energy Efficiency Program Customer Agreement between the owner of a qualifying property and the Municipality for financing of an Energy Efficiency Upgrade to the property.
 - f) “PACE Charge” means the Property Assessed Clean Energy improvement tax levied on the property pursuant to s.81A of the *Municipal Government Act*.
 - g) “PACE Program” means the program established by the Municipality under which owners of Qualifying Properties may apply for and obtain financing for Energy Efficiency Upgrades.
 - h) “Qualifying Property” means an owner-occupied residential property located within the Municipality, but does not include multi-unit residential or non-profit owned buildings and does not include business or industrial premises.

APPLICATION AND APPROVAL

4. An owner of a Qualifying Property within the Municipality who is not otherwise in default of any municipal taxes, rates or charges, may apply for Municipal financing of Energy Efficient Upgrades to the property.
5. Financing shall be subject to Municipal approval and execution of a PACE Customer Agreement with the owner of the Qualifying Property.

PAYMENT OF CHARGE

6. The PACE charge shall become payable in full on completion of installation of the Energy Efficiency Upgrade in accordance with the PACE Customer Agreement.
7. The Director of Finance shall maintain a separate account of all monies due for PACE charges levied pursuant to this By-law, identifying:
 - a. The names of the property owners and assessment, PID and civic address information of the subject property;
 - b. The amount of the PACE charge levied on the property;
 - c. The amount paid on the PACE charge.

LIEN

8. On completion of an Energy Efficiency Upgrade pursuant to a PACE Customer Agreement, the PACE Charge shall be levied against the property.
9. A PACE Charge imposed pursuant to this Bylaw constitutes a first lien on the subject property and has the same effect as rates and taxes under the *Assessment Act*.
10. A PACE Charge pursuant to this Bylaw is collectable in the same manner as rates and taxes under the *Assessment Act* and, at the option of the Director of Finance, is collectable at the same time and by the same proceedings as taxes.
11. The lien provided for in this Bylaw shall become effective on the date on which the Chief Administrative Officer files with the Director of Finance a certificate that the agreed improvement has been completed.
12. The lien provided for in this Bylaw shall remain in effect until the total charge, plus interest, has been paid in full.

INTEREST

13. Interest will be charged on PACE Charges at a rate of Municipal cost of borrowing plus 1% per annum.
14. Interest shall accrue on any PACE Charge or portion thereof which remain outstanding from the date of billing.
15. Interest is payable annually on the entire amount outstanding and unpaid, whether or not the owner has elected to pay by installments.

INSTALLMENT PAYMENTS

16. The owner of a Qualified Property may elect to pay the PACE Charge by equal installment payments over a period of not more than 10 years, as set out in the PACE Customer Agreement.
17. In the event of default of any installment payment under the PACE Customer Agreement, the entire outstanding balance shall be immediately due and payable.

EFFECTIVE DATE

This Bylaw shall come into effect on _____

THIS IS TO CERTIFY THAT the foregoing is a true and exact copy of a By-Law passed at a duly called meeting of the Town of Amherst held on the xxth day of ____ A.D., 2018.

GIVEN under the hands of the Mayor and CAO and under the Corporate Seal of the Town of Amherst aforesaid, this xx day of _____, A.D., 2018.

Mayor

Chief Administrative Officer



Frequently Asked Questions

1. What is the Clean Energy Financing Program?

The Clean Energy Financing Program is a program that helps a municipality provide low interest financing to qualifying homeowners interested in undertaking clean energy upgrades. Once the upgrades are completed, the homeowner repays the municipality over time on their property tax bill – which is why these types of programs are often referred to as Property Assessed Clean Energy (PACE) financing. Alternately, they are sometimes called Property Assessed Payments for Energy Retrofits (PAPER).

2. How does the program work?

Interested homeowners must register to participate in the Clean Energy Financing Program. After verifying that their property qualifies, the homeowner will enter into an agreement with the municipality to complete eligible clean energy upgrades. The municipality would then impose a Local Improvement Charge on the property equal to the cost of the upgrades, plus lender rate, and program fees.

3. Who is administering the program?

The program is being administered by Clean Foundation on behalf of the municipality. Questions about the program and how it works can be directed to Clean at 1-844-727-7818 or cleanenergyfinancing@clean.ns.ca

4. What are the program eligibility criteria?

Homeowners may qualify for low interest financing if:

- they own a detached, semi-detached, or row house;
- all of the property owners consent to participation in the program;
- the property has been in good standing with respect to municipal taxes, rates, or charges;
- the residence is in a participating municipality;
- note: the District of Lunenburg also requires a credit check for each homeowner

5. What types of clean energy upgrades qualify for the program?

Homeowners can apply for Clean Energy Financing based on the clean energy upgrade recommendations from a Home Energy Assessment performed by an Energy Advisor certified by Natural Resources Canada.

Eligible clean energy upgrades include, but are not limited to, the following:



Frequently Asked Questions

Clean Energy Upgrade Type
A. Insulation for ceilings, floors, main walls, kneewalls, foundation walls, foundation headers, foundation slabs, and crawlspaces
B. Draftproofing including caulking, weather stripping, and duct sealing
C. Exterior doors
D. Exterior windows
E. Domestic Hot Water Tanks
F. Drain Water Heat Recovery Systems
G. Heat Pumps
H. Wood & Pellet Heating Systems
I. Exhaust Ventilation
J. Balanced Heat Recovery Ventilation
K. Electric Vehicle Charging Stations*
L. Electric Thermal Storage (ETS) Systems*
M. Solar Hot Water Systems*
N. Solar Hot Air Systems*
O. Solar Photovoltaic Systems*
P. Swimming Pool Heating & Circulation Systems*
Q. Well Pump**
Q. Supplementary work required to successfully complete the above listed upgrades. This may include but is not limited to removal of existing equipment or components, repairs and maintenance required, installation of vapour barriers and other water controls and freeze protection, testing and abatement of asbestos and vermiculite, and electrical upgrades

* These upgrades will require a supplementary assessment, in addition to a Home Energy Assessment, to determine if they meet the required savings-to-debt ratio

** Only available to participants in District of Lunenburg

To be eligible, the upgrades must also meet a 1:1 debt to savings ratio. This is described in more detail in question 6 below.



Frequently Asked Questions

6. What is the 1:1 debt-to-savings ratio?

The intent of this program is for the cost of clean energy upgrades, program fees, and cost of borrowing to be less than or equal to the estimated energy savings over the financing period. The program will only finance an upgrade or upgrade package that meets this debt-to-savings ratio.

7. What are the financing interest rates and terms?

The Clean Energy Financing Program offers upgrade financing for a period of up to 10 years. This rate is fixed and the municipalities will not negotiate different terms with homeowners. If a homeowner enters default, the interest rate will increase to the municipality's tax arrears rate.

Municipality	PACE interest rate	Default interest rate
Town of Bridgewater	4%	12%
District of Lunenburg*	4%	10%
District of Digby	4%	12%
District of Barrington	4%	18%

Interest rates are valid until March 31, 2019 and may be subject to change thereafter.

* In the District of Lunenburg the interest rate will be 4% per annum for the first 5 years. At the end of the first five years of the financing, the administrative charge will be adjusted to a fixed charge of Chartered Bank prime, of the Municipality's contracted bank, plus 1.5% for the remaining balance of the financing period



Frequently Asked Questions

8. What is the maximum financing I can get through the program?

Municipality	Maximum Financing Amount
Town of Bridgewater*	\$15,000 – 20,000
District of Lunenburg	\$10,000
District of Digby	\$15,000
District of Barrington	\$10,000

*The Town of Bridgewater's Maximum Eligible Amount is \$15,000 for homes with full assessed property values of less than or equal to \$150,000. For homes with full assessed property values of more than \$150,000, the Maximum Eligible Amount is lesser of \$20,000 or 10% of the full assessed property value.

9. How do I apply to participate in the program?

You will first need to be pre-qualified by completing the Registration Form and submitting it to Clean Foundation, who will confirm your eligibility. After confirming your eligibility Clean will send you a Customer Agreement to read and sign.

10. Where do I find the Clean Energy Financing Program documents and forms?

Visit www.CleanEnergyFinancing.ca to download the forms. Look for the button for the municipality you live in. If you need assistance completing the forms, please contact CleanEnergyFinancing@clean.ns.ca or 1-844-727-7818.

11. How do I book my Home Energy Assessment?

You can book a certified Home Energy Assessment (HEA) through Clean Foundation by phone or email. Clean Foundation's HEA fee will be added to your overall Clean Energy Financing charge. Alternatively you can book a HEA through another Nova Scotian Service Organization. You can find service organization contact information at www.energycns.ca/service/home-energy-assessment. If you book through another Service Organization, the fee is not covered by the Clean Energy Financing program.

12. Is the cost of my Home Energy Assessment covered by the program?

If you book an assessment through Clean Foundation, the cost will be included in your Clean Energy Financing Program charge. If you book through another Service Organization, you will be responsible for paying the assessment fee.



Frequently Asked Questions

13. What Program Fees will I incur?

Some program admin fees will be added to your Clean Energy Financing as they are incurred. If a homeowner exits the Clean Energy Financing Program early, he or she will only be charged for the costs incurred to date. The schedule below indicates when a homeowner has incurred each program fee:

Stage	Cost
Customer Agreement is signed	\$150
Home Energy Assessment (HEA) is completed*	\$99* (for electrically heated homes – see below for info on non-electrically heated homes.)
Contractor quotes are received by Clean Foundation (assessment of debt-to-savings ratio)**	\$200**
Contractor invoices received by Clean Foundation	\$100

* An electrically heated Home Energy Assessment costs \$99. The cost for a Clean Foundation non-electric assessment is \$425. The cost of assessments performed by Clean Foundation will be included in the overall Clean Energy Financing. The cost of an assessment performed by another service organization cannot be financed through our program and will need to be paid directly by the homeowner.

**For upgrades that require a Supplemental Assessment (e.g. solar photo voltaic) there is an additional fee of \$75. Please note that there might also be a charge for the actual assessment done by the contractor. Contact us at any time if you need assistance or clarity.

14. What if I enter the Clean Energy Financing Program but do not complete any clean energy upgrades?

For homeowners that do not complete clean energy upgrades, the program fees they incurred will become payable 30 days upon exiting the program. Program exit is either the end of program term or upon Clean Foundation receiving confirmation of the participant's exit.



Frequently Asked Questions

15. What if I've already had a Home Energy Assessment completed?

If you have had a Home Energy Assessment completed on your home within the last 12 months and have not yet begun upgrades to your home, you may be able to participate in the program without getting a new Home Energy Assessment.

Please note that if you have renovated your home since receiving the Home Energy Assessment, you may be required to get a new assessment in order to participate in the program.

16. What is a Supplementary Assessment? When might I need one?

Home Energy Assessments focus on energy use in a home's building envelope, and may not capture all of the information required to assess a home's suitability for certain upgrades, such as installation of a solar photovoltaic system.

In these cases, Clean Foundation may require that a homeowner arrange a supplemental assessment by a qualified expert to assess whether a certain upgrade is a good choice for your home. The homeowner may choose to complete the supplemental assessment or not, but if no supplemental assessment is completed, the upgrade cannot be approved for financing under the program.

Homeowners will be responsible for paying the cost of any supplemental assessments.

17. Who is responsible for getting quotes from contractors?

It is up to the homeowner to contact contractors to obtain quotes and to retain contractors to complete the approved clean energy upgrades.

18. Is there a list of contractors who can complete the clean energy upgrades?

Yes. Clean Foundation has a list of contractors on our Trade Partner Network page. Efficiency Nova Scotia also has a Partner Directory. Please note: Clean Energy Financing can only work with contractors with liability insurance and WCB clearance. We can also accept quotes from companies who do not appear on those lists; however, proof of the company's WCB clearance & liability insurance must be provided along with their quote(s).

If you are unable to find a contractor who can do the work that you are interested in (for example, solar panels), please contact us. Unfortunately, the Clean Energy Financing program cannot finance the homeowner doing the work themselves.

Note: Neither Clean Foundation nor the municipality are responsible for the work quality of any contractors and assume no liability for the work undertaken.



Frequently Asked Questions

19. Who is responsible for paying the contractor?

Homeowners are not responsible for paying contractors. As program administrator, Clean Foundation will make arrangements to pay the contractor.

However, where a homeowner has chosen to have additional work completed over and above the maximum financing amount, or an invoice exceeds the maximum approved financing limit, the homeowner will be responsible for paying the amount in excess of the maximum financing limit.

*Please Note: A suite of upgrades may only exceed the total financing amount by a maximum of \$5000. One invoice can be partially financed as long as the total additional cost of all upgrades doesn't exceed this \$5000 cap. The total amount financed will still be the pre-determined municipal maximum.

Clean will notify the affected contractor up-front so that they can issue a split invoice or Clean can arrange to make a down-payment on the invoice. It is the homeowner's responsibility to pay the remainder of the invoice directly to the contractor.

20. Is there a deadline for completing the program?

Participants are required to complete the program within 6 months of signing the Customer Agreement.

21. If I'm not satisfied with my contractor's work, who is responsible for making it right?

Homeowners are responsible for selecting a contractor to complete the recommended upgrades, and that contractor is solely and entirely responsible for the quality of the work completed. Neither Clean Foundation nor the municipality are responsible for any defects in workmanship or materials.

For this reason, it is strongly recommended that homeowners select contractors who are bonded, insured, and who offer warranties that are in keeping with the industry standard.

22. What if the quote from my contractor is greater than my approved financing amount?

Can I still proceed with the work?

It is possible if the quote still meets the debt to savings ratio and is within the maximum financing limits. However, the homeowner is responsible for paying all costs in excess of the approved financing amount.

23. Am I required to receive consent from my mortgage lender?

No, this program is not requiring lender consent. However, it is recommended that you notify your mortgage lender about your participation in this program.



Frequently Asked Questions

24. Can I pay off my financing early?

Yes. Homeowners may choose to pay off the balance of their financing in full at any time during the term of their financing, without any penalties.

25. Can I make a partial lump sum payment?

Yes.

26. Can I change the terms of the financing once I have signed the Financing Agreement?

No. Once you have signed a Customer Agreement, the terms are locked and cannot be changed.

27. What is the effect of having Clean Energy Financing registered against my property?

Pursuant to the municipality's PACE By-Law, the Clean Energy Program financing constitutes a lien against the Property until the amount of the financing, applicable interest, administrative charges, and any penalties for missed payments, have been paid in full.

The PACE By-Law provides the municipality with a method of enforcing the payment of financing owing by the homeowner as is authorized by section 81A(1) of the *Municipal Government Act*. Under section 81A(1)(d) of the *Municipal Government Act*, this charge is a first lien on the property until the charge is paid in full.

28. How will I pay the PACE costs that I incur?

After you send Clean the invoice for your last Clean Energy Upgrade you will be asked to make equal monthly payments over a period of 10 years to repay the PACE Charge (i.e. upgrade costs, program fees, and interest accrued). Depending on your municipality, payments will be made through either a pre-authorized payment plan set up through the municipality or post-dated cheques. The payment schedule will be made available through the municipality.

If you exit the program without completing Clean Energy Upgrades, any incurred program fees will be due 30 days after you exit. The date of your exit is based on confirmation of Property Owner exit, or end of program term. If these program fees are not paid within 30 days, interest will be accrued on the outstanding balance and payable at the same rate applied by the Municipality for unpaid taxes.



Frequently Asked Questions

29. What happens if I sell my home before my payment term is up?

During the process of sale, the Property Owner must provide a copy of the Customer Agreement to the new owners. When the property is transferred to a new owner the lien is transferred to the new owner along with the property. At this time, the new property owner shall continue to be liable to the Municipality for all Property Owner obligations and liabilities under this Agreement unless a lump sum payment representing the outstanding balance of the Financing Charge plus accrued interest and any applicable late charges is received by the Municipality at the time of the sale.

Want to chat with someone about the Clean Energy Financing program?

Call us toll-free at 1-844-727-7818, or email us at cleanenergyfinancing@clean.ns.ca



1. Property Owner: _____
Name

2. Property Owner: _____
Name

3. Property Owner*: _____
Name

Civic Address: _____
House Number and Street

Community

RR# Postal Code

Property Tax Information: _____
Assessment Roll Number

* If there are more than three property owners, please include remainder of property owners on the "additional property owners" document found at www.cleanenergyfinancing.ca

THIS FINANCING AGREEMENT, is made this ____ day of _____ 2018 ("Effective Date").

B E T W E E N:

PROPERTY OWNER(S)

- and -

(hereinafter called the "Municipality" and, together with the Property Owner(s), the "Parties")

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Definitions

1. In this agreement,
 - a. **"Program Service Fee"** refers to the costs incurred by the Program Administrator to administer the program;
 - b. **"Approved Quote"** means the Contractor quote for the completion of part or all of the approved Clean Energy Upgrades that has been obtained by the Property Owner(s) and provided to and approved by the Program Administrator;



- c. **"CAO"** means the Chief Administrative Officer for the Municipality, or his or her designate;
- d. **"Clean Energy Financing Program" or "Program"** means a program established by the Municipality under which owners of Properties may obtain financing for Clean Energy Upgrades;
- e. **"Clean Energy Upgrade"** means an installation that is affixed to the Property and which:
 - i. will result in improved energy efficiency, the generation of renewable energy, or reduced greenhouse gas emissions;
 - ii. involves building envelope upgrades such as caulking and weather stripping, duct / air sealing, insulating, or energy efficient windows and doors; building heating, ventilation and air conditioning system upgrades such as heat pumps, wood or pellet stoves, or furnaces or boilers; renewable energy upgrades such as solar thermal panels, solar photovoltaic panels, or wind turbines; or such other clean energy upgrades as are approved and agreed in writing by the Municipality; and
 - iii. is identified as an eligible upgrade in the Municipality's PACE Program Clean Energy Upgrade Standards Policy, and meets or exceeds applicable energy efficiency standards as defined in that Policy;
- f. **"Enabling upgrade"** means a non-clean energy upgrade that is necessary to enable a clean energy upgrade;
- g. **"Contractor"** means an insured person retained by the Property Owner(s) to complete the Clean Energy Upgrades;
- h. **"Manager of Finance"** means the Manager of Finance for the Municipality, or his or her designate;
- i. **"Effective Date"** means the date on which Final PACE Customer Agreement is signed;
- j. **"PACE Charge"** means the local improvement charge levied on the property pursuant to section 81A of the *Nova Scotia Municipal Government Act*, and is equal to the value of the Approved eligible upgrade(s) plus the Program Service Fee, up to the Maximum Eligible Amount;
- k. **"Maximum Eligible Amount"** means a general financing cap set by the municipality. The District of Yarmouth's Maximum Eligible Amount is \$ _____;
- l. **"PACE By-Law"** means the Property Assessed Clean Energy Program By-Law, approved by the Municipality on _____;
- m. **"Program Administrator"** means The Clean Nova Scotia Foundation, and includes its employees and agents;
- n. **"Repayment Period"** means the period from the date the Financing Charge first becomes due and payable to the date the final payment is due, and shall in no case be greater than **ten (10)** years; and



- o. **“Property”** means a residential property located within the Municipality that meets the eligibility criteria for participation in the Clean Energy Financing Program.

Term of Agreement

- 2. This Customer Agreement commences on the Effective Date and terminates at the end of the Repayment Period.

Clean Energy Upgrades

- 3. The clean energy upgrades must be estimated, by a qualified energy assessment, to achieve an overall savings-to-debt ratio greater or equal to 1:1. In other words, the cost of the clean energy upgrades, program fees, and cost of borrowing combined is less than or equal to the estimated energy savings over the **10** year financing period.
- 4. The Property Owner(s) acknowledges and agrees that only those Clean Energy Upgrades approved by the Program Administrator are eligible for financing through the Program, and that the Property Owner(s) shall be solely liable for the cost of any unapproved upgrades completed on the Property.
- 5. The Property Owner(s) further acknowledges and agrees that they shall be solely liable for the cost of any work in excess of the Maximum Eligible Amount, regardless of whether the excess costs were for the installation of approved Clean Energy Upgrades.
- 6. In the event that an enabling upgrade is recommended in order to enable a clean energy upgrade, the enabling upgrade and the enabled clean energy upgrade must be both be installed to be eligible for PACE financing.
- 7. Clean Energy Upgrade invoices must be submitted to Clean Foundation within **6 months** of this PACE Customer Agreement being signed. Any invoices received after this period will not be eligible for PACE financing unless the Municipality has provided permission to extend the deadline in writing.

Payment to Contractor

- 8. Upon completion of the approved Clean Energy Upgrades, the Property Owner will send the contractor invoices, signed by the Property Owner, to the Program Administrator who will pay the Contractor the amounts owing for the completed work, up to the Maximum Eligible Amount.
- 9. In the case of disputes between the Property Owner(s) and a Contractor as to whether the Clean Energy Upgrades are complete, the Program Administrator reserves the right to make the final determination as to the completeness of the Clean Energy Upgrades.
- 10. If, after starting to install the Clean Energy Upgrades at the Property, a Contractor or the Property Owner(s) causes the installation of the upgrades to be stopped for any reason, including reasons related to safety (including structural deficiencies, hazardous materials or other safety hazards), or discovery of unforeseen conditions, this is a matter to be resolved between the Property Owner and the Contractor. The Property Owner acknowledges and agrees that in such circumstances the Program Administrator may pay to the Contractor any amounts which, in the reasonable opinion of



the Program Administrator, are properly due and payable to that Contractor at that point in time, and that the Property Owner(s) are responsible for any remaining amounts owing to the Contractor.

Reportable Deficiencies

11. If the Program Administrator or the Municipality discovers any deficiencies with the Property relative to compliance with codes, standards, or other applicable regulations, the Property Owner(s) acknowledges that the Program Administrator and/or the Municipality shall be obligated to report such deficiencies to the applicable regulatory authority. The Municipality's failure to discover or report any such deficiency will not be treated by the Property Owner or any other person or entity as the Municipality's acceptance or endorsement of such deficiency and is without prejudice to any person or entity's right or duty to cause or require the deficiency to be remedied, at any time.

Lien Against Property

12. The PACE charge shall become payable on completion of installation of the Clean Energy Upgrade in accordance with the PACE Customer Agreement.
13. If the Property Owner exits the program without completing the intended Clean Energy Upgrades, any incurred Program Service Fees and/or Clean Energy Upgrade costs will immediately be issued as a PACE Charge against the Property in accordance with Sections 12 and 14. Program exit is automatically triggered in four ways:
 - a. the Program Administrator receives a signed "Clean Energy Financing Program Exit Form" from the Property Owner(s);
 - b. the Property Owner(s) declares bankruptcy;
 - i. In this situation, the Municipality may decide, at the sole discretion of the Manager of Finance, not to trigger an automatic program exit and allow the Property Owner to complete all or part of their remaining intended Clean Energy Upgrades, as well as to revise the deadline for the submission of any remaining Clean Energy Upgrade invoices
 - c. the Property is sold before completion of upgrades;
 - d. **six (6)** months from the date this PACE Customer Agreement is signed, unless an extension has been granted by the Municipality as described in Section 8, in which case the extended deadline date will be date of program exit.
14. The PACE Charge may consist of:
 - a. The cost of Clean Energy Upgrade, including all materials, labour costs, permitting fees, and applicable taxes;
 - b. Applicable PACE Program service fees (tax included in quoted fee);
 - i. Registration and Customer Agreement: \$150
 - ii. Home Energy Assessment: \$99 for electrically heated homes. For non-electric heated homes, the assessment cost depends on service organization.



- iii. Savings-to-debt assessment:
\$200
- iv. Administering invoices: \$100
- v. Evaluation of Supplemental Assessment (when applicable): \$75
 - 1. Any contractor costs associated with the Supplemental Assessment must be paid by the Property Owner
- vi. Post-retrofit Home Energy Assessment (optional): free for electrically heated homes. For non-electric homes, the assessment cost depends on service organization. The post-retrofit assessment is recommended to verify quality of upgrades.
- c. Interest accrued on the charge including any additional interest arising due to any default of payment. Interest begins accruing when final invoice is received by Clean Foundation, or upon program exit.

Repayment

15. Payment of the PACE Charge shall occur as follows:

- a. The Property Owner(s) will make equal payments over a period of not more than **10** years to repay the outstanding PACE Charge, including interest payable on the unpaid PACE charge at the rate of **4%** per annum, calculated monthly not in advance. Monthly payments must be made through post-dated cheques sent to the municipality on a yearly basis or pre-arranged electronic payments. The payment schedule will be made available through the municipality.
- b. Interest will begin accruing when the final clean energy upgrade is received by Clean, or upon program exit.

16. The Property Owner may at any time, and without prepayment and/or penalty charges, make a lump-sum payment to the Municipality toward the outstanding balance of the PACE Charge, plus accrued interest.

Late Payments

17. In the event of default of payment under the PACE Customer Agreement, the outstanding balance shall be immediately due and payable. Interest shall be accrued on the amount then due and payable at the same rate applied by the Municipality for unpaid taxes and charges in default (**18%**). Once in default status, the lien will be subject to the default rate until entirely repaid.

Sale and Release

- 18. The Property Owner(s) shall have the unfettered right to sell, transfer, charge, and mortgage, encumber or otherwise deal with the Property without the prior consent of the Municipality, subject to the Municipality's lien and Property's Owner's obligations under this Agreement.
- 19. The Property Owner(s) agrees to provide a copy of this Agreement to the new owners.
- 20. In the event the Property is transferred to a new owner the lien is transferred to the new owner along with the property. At this time, the new property owner shall continue to be liable to the Municipality for all Property Owner obligations and liabilities under this Agreement unless a lump



sum payment representing the outstanding balance of the PACE Charge plus accrued interest and any applicable late charges is received by the Municipality at the time of the sale.

Home Owner(s) initial _____

Disclaimer

21. Neither the Municipality, the Program Administrator, nor their respective affiliates, agents, successors and assigns shall be liable to the Property Owner(s) for any damages arising in, but not limited to tort, including but not limited to negligence, breach of contract, or under any other provision of law including property damage, direct and incidental losses, economic loss, or personal injury resulting from the installation, or use of the Clean Energy Upgrade or anything done in connection with the Program.

Property Owner Responsibilities

22. The Property Owner(s) will be responsible for:

- a. arranging for a Home Energy Assessment to be completed on the Property if:
 - i. one has not been completed within the prior twelve (12) months; or
 - ii. where a Home Energy Assessment was completed within the prior twelve (12) months but the Property Owner(s) has made changes to the Property since the date of the assessment that, in the opinion of the Program Administrator, necessitate that a new Home Energy Assessment be conducted;
- b. providing complete and accurate information to the assessor during the Home Energy Assessment;
- c. reviewing and approving the proposed Clean Energy Upgrades provided by the Program Administrator;
- d. obtaining quotes from Contractors for the proposed Clean Energy Upgrades and submitting these quotes to the Program Administrator;
- e. applying to the relevant government authority for the appropriate permit(s) to complete the Clean Energy Upgrades;
- f. advising the Program Administrator without delay upon becoming aware if there are any hazardous substances at or on the Property, or other defects, deficiencies or impediments that might impact the installation of the Clean Energy Upgrades or that might present potential risk of harm to the Property, to the environment, or to any other person or property;
- g. forwarding the Contractor invoices for the completed Clean Energy Upgrades immediately upon their receipt;
- h. arranging for a post-upgrade Home Energy Assessment to be completed on the Property;
- i. arranging and paying for all maintenance of the Clean Energy Upgrades after installation;
- j. arranging and paying for any materials or labour costs required to repair or rehabilitate the Clean Energy Upgrades in relation to any defects or deficiencies;



- k. all costs incurred to move the Clean Energy Upgrade for maintenance and repair of the Property;
- l. telling his or her property insurance provider that the Clean Energy Upgrade is being installed and purchasing appropriate insurance coverage in this regard;
- m. telling, in writing, anyone who is negotiating with the Property Owner(s) to purchase, or will otherwise receive an ownership interest in the Property, about any unexpired lien that remains against the Property as a result of the installation of the Clean Energy Upgrades; and
- n. providing anyone who purchases or otherwise acquires title to the Property a copy of this Financing Agreement.

Assignment by Municipality

23. This Agreement binds the Property Owner(s) and their successors, heirs and assigns. The Property Owner(s) will allow the Municipality to assign this Agreement in whole or part, without notice, for any purpose.

Consent

24. The Property Owner(s) consents to the Program Administrator or its agents accessing the premises with reasonable notice for the purpose of quality assurance of the Program and/or the Clean Energy Upgrades.
25. The Property Owner(s) consents to the sharing and exchange of energy and water information collected from monitoring solar photovoltaic or solar hot water system installed in the course of the Program. Such information may be collected by the Municipality and the Program Administrator and their agents and consultants for the purposes of quantifying program impact and service delivery. This information will not be shared with third parties without the Property Owner's express prior permission. Such information may continue to reside on the Municipality's and/or the Program Administrator's computer system.
26. The Property Owner(s) consents to the sharing of photographs taken of their Clean Energy Upgrades for the purposes of marketing and/or education. No photographs displaying civic addresses, license plates or other information that would disclose the identity of the Property Owner(s) shall be used.
27. The property owner is consenting to the sharing and exchange of information between the Property Owner's utility providers for electricity, oil, propane, natural gas and water, the Municipality and the Program Administrator. This information may be used for the purpose of research and evaluation of the Clean Energy Financing Program and may include name(s), addresses, phone numbers, and utility usage both historical and during the course of the financing.

No Warranty

28. There is no implied nor express representation or warranty by the Municipality, the Program Administrator, or their respective affiliates, agents, successors and assigns related to the design, installation or operation of the Clean Energy Upgrades, and the Municipality, the Program Administrator and their respective affiliates, agents, successors and assigns expressly disclaim any and all warranties relating to the Clean Energy Upgrades, associated equipment or materials as to workmanship, quality, fitness for purpose or performance. For greater certainty, nothing in this



Agreement, in related Property Assessed Clean Energy (PACE) Program By-law, nor any action, omission or decision by the Municipality in connection with either, shall be treated as any form of evidence or acceptance by the Municipality of any liability to the Property Owner or a third person for any losses directly or indirectly arising from the Clean Energy Upgrades or work, materials or service provided in connection thereto.

Home Owner(s) initial _____

No Guarantee of Savings

29. Neither the Municipality nor the Program Administrator guarantee that the Clean Energy Upgrades will save any level of energy or result in a lowering of the Property Owner's utility or other bills.

Home Owner(s) initial _____

The Parties hereto acknowledge and agree that the communicating of this Agreement may be transmitted by way of e-mail transmission and that the Parties hereto agree to accept such signatures and documents as legal and binding on the parties.

Authorized Signature of Property Owner(s)

1. By signing below, the Property Owner(s) agree(s) to the terms and conditions described above, and hereby confirms that he or she is a registered property owner.
2. In signing this Agreement, the Property Owner acknowledges that he or she has been encouraged, and had a full and fair opportunity to obtain independent legal advice concerning his or her rights and obligations hereunder and other wise in law, and that his or her signature will be treated as conclusive evidence that the Property Owner has sought out independent advice to his or her own satisfaction, prior to signing and is entering this Agreement knowingly, voluntarily and without duress.
3. By sending the Program Administrator an eligible upgrade invoice the Property Owner(s) is confirming the upgrade is complete and the invoice dollar amount will be added to the PACE charge amount which includes PACE Program Service Fee, Supplemental Assessment Fee(s) if applicable, and any previously completed clean energy upgrade invoices.
4. If eligible Clean Energy Upgrade dollar amount (plus Program Service Fee and Supplemental Assessment Fees) surpasses the maximum financing limit, the surplus dollar amount is the sole responsibility of the Property Owner(s). The Clean Energy Upgrade dollar amount will be calculated based on the order in which eligible clean energy upgrade invoices are received by the Program Administrator. The Property Owner is responsible for making contractors aware that any invoice fee that exceeds the maximum financing limit will be the responsibility of the Property Owner.



PROPERTY OWNER 1	
Name (print):	
Signature:	
Date:	

PROPERTY OWNER 2	
Name (print):	
Signature:	
Date:	

PROPERTY OWNER 3	
Name (print):	
Signature:	
Date:	

* If there are more than three property owners, please include remainder of property owners on the "additional property owners" document found at www.cleanenergyfinancing.ca

Municipal Staff	
Name (print):	
Signature:	
Date:	
File Approval Number	

Please mail or email the completed Financing Agreement to:

Clean Foundation
Attn: Clean Energy Financing Program
126 Portland Street
Dartmouth, NS, B2Y 1H8
cleanenergyfinancing@clean.ns.ca

This **AGREEMENT FOR SERVICES** made the ___ day of _____ 2018

BETWEEN

CLEAN NOVA SCOTIA FOUNDATION, a body corporate established pursuant to the *Clean Nova Scotia Foundation Act*, SNS 1988, c 7

(the “**Clean Foundation**”)

- and -

_____, a municipality continued pursuant to the *Municipal Government Act*, SNS 1998, c 18

(the “**Municipality**”)

WHEREAS

- A. Council for the Municipality had entered into a Residential Property Assessment Clean Energy (PACE) Program with Clean Foundation;
- B. Council for the Municipality passed a motion to award the administration of the Clean Energy Financing Program to Clean Foundation for a period of 1 year (subject to positive evaluation on an annual basis), ending March 31, 2019; which is to be known as Clean Energy Financing (the “**Program**”);
- C. According to the terms of this agreement, the municipality may, at their sole discretion, negotiate services for future years with Clean Foundation, according to the general terms contained in this agreement and all associated documents thereto;
- D. As part of the Program, the Municipality will offer eligible owners of properties within the Municipality financing to enable Eligible Clean Energy Upgrades (as defined below) to be made to qualifying properties;
- E. The objectives of the Agreement include the establishment of an agreement regarding services and payment terms for the Program; and
- F. The Municipality and Clean Foundation have decided to enter into this Agreement to further clarify their respective roles, rights and obligations in relation to the Program and their Agreement and otherwise.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the promises and mutual covenants contained herein, the parties hereto covenant and agree with the others as follows

ARTICLE 1. INTERPRETATION

1.01 **Definitions** – in this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following words and expressions shall have the following meanings:

- (a) **“Business Day”** means a day other than a Saturday or Sunday or any other day upon which the clerk’s office of the Municipality is not open for the transaction of regular business throughout its normal business hours;
- (b) **“Eligible Clean Energy Upgrade”** means an installation affixed to a subject property within the Municipality, which:
 - (i) will result in improved energy efficiency, the generation of renewable energy, or reduced greenhouse gas emissions;
 - (ii) involves building envelope upgrades such as caulking and weather stripping, duct / air sealing, insulating, or energy efficient windows and doors; building heating, ventilation and air conditioning system upgrades such as heat pumps, wood or pellet stoves, or furnaces or boilers; renewable energy upgrades such as solar thermal panels, solar photovoltaic panels or wind turbines; or such other clean energy upgrades as are approved and agreed in writing; and
 - (iii) is identified as an eligible upgrade in the Municipality’s Property Assessed Clean Energy Upgrade Standards Policy, and meets or exceeds applicable energy efficiency standards as defined in that policy;
- (c) **“Maximum Eligible Amount”** means the maximum amount that the Municipality notifies Clean Foundation in writing is eligible for the fiscal year for financing by the Municipality under the Program in respect of each Participant, Property or Clean Energy Upgrade;
 - (i) the maximum total annual financing ceiling is to be determined by the municipality;
 - (ii) Clean Foundation’s responsibility is to ensure that this financing amount is not exceeded through its management of the property owner Customer Agreements; and
 - (iii) Annual financing levels may change from year to year;
- (d) **“Participant”** means a homeowner that enters into a Customer Agreement with the Municipality to participate in the Program;
- (e) **“Program”** has the meaning assigned in Recital A above; and

(f) “**Term**” has the meaning assigned in paragraph 9.01 below.

1.02 **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.

1.03 **Calculation of Time** - When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first Business Day following such non-Business Day.

ARTICLE 2. SERVICES

2.01 **Ongoing Services** – During the Term, Clean Foundation shall:

- (a) screen applications from homeowners for eligibility to participate in the Program based on published criteria for the Program, including the absence of any arrears owing to the Municipality by the applicant homeowner;
 - (i) the Municipality may establish additional eligibility requirements whereby certain homeowners may not be eligible in the program;
- (b) arrange for the Customer Agreement to be signed by eligible homeowner applicants and approved and signed by the Municipality and ensure this document is updated whenever there are Program changes;
- (c) provide guidance to Participants about arrangements for home energy assessments and the availability of energy efficiency rebates and any other programs that may provide financial assistance to Participants that are available as of the date of the Participant’s Customer Agreement with the Municipality;
- (d) evaluate the home energy assessment report obtained by each Participant and advise each Participant about which recommendations within the report are Eligible Clean Energy Upgrades that are eligible for financing through the Program;
- (e) arrange and review any necessary supplemental assessments;
- (f) review contractor quotes supplied by Participants to confirm the scope of services is restricted to Eligible Clean Energy Upgrades, and confirm that the cost of the proposed Eligible Clean Energy Upgrade(s) will meet the savings to debt ratio required by the Municipality;
- (g) pay the full amount (including HST), or the Maximum Eligible Amount, whichever is less, of invoices from contractors that are consistent with quotes pre-approved pursuant to paragraph 2.01(f) above, upon receipt of a copy of the

invoice from a Participant and evidence satisfactory to Clean Foundation of substantial completion of the contemplated Eligible Clean Energy Upgrade. Any additional amount above the Maximum Eligible Amount will be the sole responsibility of the homeowner;

- (h) confirm / certify with the Municipality that the home energy upgrade process is complete;
- (i) provide evaluation services for the Program annually; including Participant interviews, and Program data summaries (such as cost and projected energy savings); and
- (j) communicate to Participants the option for a post-installation follow up audit and encourage their participation in an effort to provide post-installation verification.

ARTICLE 3. MARKETING

- 3.01 The parties understand that marketing and promotion is key to participant uptake and a successful program. In year one of The Program Clean Foundation agrees to provide the municipality with communications and marketing support as outlined in Appendix A. To support ongoing promotion beyond the initial year of the Program, Clean Foundation will provide existing on-brand marketing materials in electronic form, for use by the municipalities as they see fit. Clean Foundation will also commit to maintaining and updating the CleanEnergyFinancing.ca website, and responding to public and media inquiries about the Program.
- 3.02 The parties may or may not be able to dedicate funds to marketing. However, the parties will raise awareness of the Program through their general promotional efforts and relevant cross-promotional opportunities. They will also take advantage of other appropriate marketing opportunities as capacity allows.

ARTICLE 4. PRICE AND PAYMENT

- 4.01 **One Time On-boarding Fee** – In year one of the Program the municipality agrees to pay Clean Foundation an onboarding fee of \$13,300 which will be used to cover start-up costs and services as outlined in Appendix A. The fee and the outlined services are limited to the start-up year only.
- 4.02 **Ongoing Charges** – Throughout the Term, the Municipality shall pay to Clean Foundation all of the following amounts, plus any applicable taxes:
 - (a) \$150 per Customer Agreement signed pursuant to paragraph 2.01(b) above;
 - (b) Applicable fees per home energy assessment, if conducted by Clean Foundation. Fees are currently \$99 for electrically heated homes and \$425 for the initial assessment of non-electric homes. Owners of non-electric homes will be provided with the option to finance the cost of their follow up visit; currently \$150. This fee structure is subject to change in accordance with current home

energy assessment pricing as dictated by Efficiency One for electrically heated homes and by Clean Foundation for non-electrically heated homes;

- (c) \$200 per savings-to-debt assessment completed pursuant to paragraph 2.01(d) above;
- (d) \$75 for evaluation of each supplemental assessment contemplated by paragraph 2.01(e) above;
- (e) Reimbursement for contractor invoices paid pursuant to paragraph 2.01(f) above; and
- (f) \$100 per home for processing of contractor invoices.

4.03 Invoicing and payment for services rendered under this Agreement shall proceed as follows:

- (a) On or before the 7th Business Day following the end of each calendar month during the Term, Clean Foundation shall deliver an invoice to the Municipality for all administrative fees due pursuant to section 4.01 above in respect of the preceding calendar month during the Term;
- (b) On a weekly basis Clean Foundation shall deliver an invoice to the Municipality for contractor payments due pursuant to section 4.01 above;
- (c) At the start of year one Clean Foundation shall deliver an invoice to the Municipality for onboarding fees basis pursuant to section 4.01 above; and
- (d) The Municipality shall pay the full amount of each invoice delivered by Clean Foundation within 30 days of the invoice date.

ARTICLE 5. RISK MITIGATION

5.01 Commercial Liability and Automobile Insurance

- (a) Clean Foundation shall, at its sole cost and expense, procure, maintain, pay for and keep in full force and effect for the entire duration of the project, Commercial General Liability Insurance against claims for bodily injury including death, personal injury and property damage including loss of use thereof. Prior to the commencement of any work, Clean Foundation shall provide a Certificate of Insurance to the Municipality evidencing commercial general liability in the minimum amount of \$2,000,000 naming the Municipality as additional insured and shall include cross liability and severability of interest clauses. The per occurrence deductible shall not exceed \$2,500, or in the case of a per claimant deductible, the deductible amount shall not exceed \$1,000. The certificate will also name the facilities/projects subject to this agreement and

contain a 30 day notice period of cancellation or material change detrimental to the Municipality.

- (b) Coverage for all operations and liability assumed under the contract shall include but not be limited to the following:
 - (i) Products & Completed Operations
 - (ii) Blanket Contractual
 - (iii) Pollution for a Hostile Fire
 - (iv) Broad Form Property Damage
 - (v) Employees as Additional Insured's
 - (vi) Contingent Employer's Liability
 - (vii) Non Owned Automobile Liability
 - (viii) Written on an occurrence form
- (c) Clean Foundation shall also provide the Municipality with a certificate of insurance evidencing vehicle insurance with minimum limits of \$2,000,000 for third party liability on all owned and operated vehicles.
- (d) Clean Foundation shall take out and keep in force Professional Liability (Errors and Omissions) insurance in the amount of \$1,000,000 minimum providing coverage for acts, errors and omission arising from their professional services performed under this Tender. The policy SIR/deductible shall not exceed \$5,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Nova Scotia and acceptable to the Municipality. If policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Municipality. A certificate of insurance evidencing renewal is to be provided each and every year.
- (e) The insurance coverage must be maintained in force throughout the term of the agreement, and, if applicable, any renewal after, with evidence by way of a certificate of insurance provided to the Municipality yearly 10 days prior to the expiry of the insurance coverage. It is the responsibility of Clean Foundation to have this information provided to the Municipality.

5.02 Workplace Safety and Insurance Board

- (a) Clean Foundation shall provide the Municipality with a current WCB Clearance Letter. It is Clean Foundation's responsibility to provide current clearance letters to the Municipality for the duration of the Project or contract term.
- (b) Clean Foundation shall be fully responsible for ensuring contractors have workers' compensation insurance in place covering their own employees and general commercial liability insurance coverage with a limit of not less than \$2,000,000 per occurrence. Clean Foundation shall obtain proof that such insurance is in place. The proof may take the form of an insurance certificate, issued by the contractor's Broker or Insurer

5.03 Indemnity:

- (a) Clean Foundation (the "indemnifying party"), shall indemnify, defend and hold harmless the Municipality and its subsidiaries, affiliates, employees, and successors and assigns from and against, and in respect of, any and all actions, claims, suits, judgments, damages, liabilities, losses, penalties, costs and expenses (including, without limitation, legal fees and disbursements) of every kind whatsoever (collectively, "Damages") arising in any manner out of or from, or in connection with, any actual or alleged (i) patent, copyright, or trademark infringement, or violation of any other proprietary right, arising out of the use of the indemnifying party's brand and logos; (ii) breach by the indemnifying party of any term or provision of this Agreement; (iii) personal injury, wrongful death or property damage arising out of or relating to any products or any services provided by the indemnifying party pursuant hereto; and (iv) wrongful or negligent acts or omissions by the indemnifying party and its officers, directors, employees, and agents. This indemnification shall survive the expiry and/or termination of this Agreement.

ARTICLE 6. CONFIDENTIALITY AND PROTECTION OF PRIVACY

6.01 Providing this service involves the collection, use and disclosure of some personal information about Participants, in order to protect this personal information:

- (a) The purpose(s) for collecting personal information will be expressly communicated, either orally or in writing, at the time of collection or before the information is collected. The use of personal information collected will be limited to the purposes communicated to the Participant;
- (b) Participant information will only be disclosed where necessary to fulfill the purposes identified at the time of collection. Clean Foundation will not use or disclose Participant, member or volunteer personal information for any additional purpose unless we obtain consent to do so;
- (c) Participant lists or personal information will not be sold to or shared with other parties;

- (d) Personal information provided will be kept no longer than is necessary to retain the information for legal or business purposes; and
- (e) Participants may access their personal information, subject to the exceptions listed in PIPEDA, or request a correction of their personal information.
- (f) Clean Foundation will adhere to the Municipality's policy on records management, retention, and destruction.

ARTICLE 7. PACE PROGRAM BY-LAW

- 7.01 The service provided will adhere to the legal framework and regulatory requirements set out by the Municipality's By-Law as well as by any provincial and national legislation and regulations that may relate to it.

ARTICLE 8. COVENANTS OF THE MUNICIPALITY

- 8.01 The Municipality shall follow the process recommended by Clean Foundation pursuant to section 2.01 above in the administration of the Program during the Term.
- 8.02 The Municipality agrees that Clean Foundation will retain intellectual property rights to any materials created by Clean Foundation for The Program, and therefore covenants not to disclose, use or permit the use of those materials by any other party after the Term of this Agreement without the prior express written consent of Clean Foundation.

ARTICLE 9. TERM AND TERMINATION

- 9.01 Clean Foundation may arrange for Customer Agreements to be signed until the close of business on March 31st, 2019. Each day between the date of this Agreement and that day shall be part of the "**Term**" of this Agreement. If the parties agree to renew or extend the Term of this Agreement, then each day between March 31st, 2019 and the expiration date that may be agreed upon from time to time shall also be part of the "**Term**" of this Agreement.
- 9.02 The parties acknowledge that Customer Agreements between eligible homeowner applicants and the Municipality may not be fully performed prior to the end of the Term. If Clean Foundation incurs costs or provides services after the Term, which relate to a Customer Agreement entered into during the Term, then the Town agrees to honour the payment terms set out in sections 4.01, 4.02, and 4.03 and above in relation to those Customer Agreements, even after the expiration of the Term.

ARTICLE 10. GENERAL PROVISIONS

- 10.01 **Amendment** - This Agreement may not be amended or modified in any respect except by a written agreement signed by the parties.
- 10.02 **Waiver** - No waiver by any party of any breach of any provision of this Agreement by any of the other parties shall take effect or be binding upon that party unless in writing

and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the right of the party not in default with respect to any other breach.

10.03 **Severability** - If any article, section or any portion of any section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Agreement.

10.04 **Enurement** - This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

10.05 **Execution by Counterpart** - This Agreement may be executed by any person who is from time to time to become a party hereto by signing a counterpart hereof, each of which counterpart so executed shall be deemed to be an original and such counterparts together shall constitute a single instrument.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness:

Witness:

CLEAN NOVA SCOTIA FOUNDATION

Per: _____
Scott Skinner, Executive Director

DISTRICT/TOWN OF _____

Per: _____
_____, _____

Appendix A

One Time On-boarding Fee – \$13,300

Clean Foundation charges an onboarding fee which covers start-up year costs. These costs and services are limited to the start-up year only and include:

- Pilot meetings:
 - Two in-person meetings at the municipal office.
 - One to agree on the processes for invoicing and sharing program documents as well as reviewing the frequently asked questions.
 - One to discuss pilot project evaluation at, or near, the pilot project year end.
 - 3-4 telephone conference meetings to finalize program details and processes.
- Design CEF program for the municipality.
- Create, review and finalize CEF agreement between Clean and the Municipality.
- Consult with municipality regarding program parameters (number of homeowners, loan amount, eligible upgrades, etc.).
- Customization of Customer Agreement, & Registration forms.
- Develop tracking system for participant files.
- Quarterly updates on participant progress.
- Pilot year evaluation will include interviews with participants and municipal administrators and a report of the overall pilot year.

This onboarding fee also contains a turn-key communications & marketing package that includes:

- The Clean Energy Financing logo with the name of the local municipality incorporated in it, in horizontal and vertical formats. (And we will include visual identity guidelines with colour palette and fonts.)
- Municipal webpages on the CleanEnergyFinancing.ca website
- 30 to 60 second video ad
- Municipality branded Clean Energy Financing promotional materials, specifically:
 - Posters (in vertical and horizontal formats) (electronic copy as well as 100 print colour copies)
 - Rack card handout (electronic copy as well as 500 print colour copies)
 - Power Point Presentation template
- A locally branded Clean Energy Financing pop-up display
- Clean Energy Financing messaging guide
- Clean Energy Financing suggested social media posts
- Suggested PSA text
- Newspaper ad template

- Production and placement of two print ads in local newspapers/publications
- Radio ad suggested script
- Preparation and distribution of an introductory press release to all local media in the region
- Leverage HomeWarming outreach opportunities (for example, community meetings or trade fairs) and offer Clean Energy Financing as an option for appropriate audiences in your region.
- Writing of a print story (with photos) based on a local participant's experience in the program This will be tailored for local media and social media

* Please note if the municipality requires additional marketing services in subsequent years these will be an extra cost. However as part of this agreement, all marketing design files will be provided to municipality for use in future years.

MEMORANDUM

To: Greg Herrett, CAO
From: Andrew Fisher, Manager, Planning & Strategic Initiatives
Date: September 13, 2018
Subject: **Border Entrance Sign Bylaw**

Upon request, I have reviewed the draft Border Entrance Sign Bylaw provided to Amherst Council by the Municipality of Cumberland NS Border Committee on September 12, 2018, and offer the following comments.

As noted in the Border Committee's memo the purpose of the Bylaw is to 'promote scenic beauty, vehicular and pedestrian safety, and provide sign advertisement in a uniform and consistent manner'. In terms of promoting scenic beauty and vehicular and pedestrian safety, the Bylaw prohibits all private signage in the public right-of-way, including existing signage. Also prohibited is off-lot signage, which are signs that advertise uses not located on the lot where the sign is located. It is generally acknowledged that the various private signs that exist on the shoulder and ditch areas of Route 2 are unsightly and represent a distraction to drivers. As such, these provisions appear to address part of the stated purpose of the Bylaw.

In terms of 'providing advertisement in a uniform and consistent manner', Schedule "A" of the Bylaw provides four 'Uniform Sign Standards', and three 'Sign Zone Designations'. These provisions do address the purpose of 'uniform and consistent' advertisement; however, I am concerned that the effect of the sign types permitted in the zones, particularly Zone A, will draw tourists back onto the Trans Canada Highway (TCH) rather than into downtown Amherst.

Zone A includes the area along Route 2 between the Fort Lawrence Road and the THC access road next to Fort Equipment. This Zone permits five Gateway Billboard Signs and one Tourism-Oriented Wayfinding Sign. These existing Gateway Billboards are intended to promote communities and regional attractions generally, but not specific services. The Tourism-Oriented Wayfinding Sign is intended to be located near the TCH access road identifying businesses on an alternate route (Exits 3 & 4). While this sign does indicate further access points into Amherst, it will lead tourists back onto the highway rather than into downtown along Route 2. The Bylaw provides no opportunity to identify businesses and services in downtown Amherst within Zone A.

Zone B includes the area along Route 2 from Fort Equipment to the TCH west onramp. Within Zone B no signage is permitted, presumably to allow an unfettered view of the wind turbines. Zone C includes the area from the TCH west onramp to the town boundary, where up to seven signs are permitted where businesses and services specific to Amherst, particularly downtown Amherst, would be permitted. One could argue that once a tourist reaches Zone C the decision to visit downtown has already been made, rendering the signs in Zone C less effective than if they were located within or near Zone A. Zone A is where most tourists will make their route decision.

It is a common refrain that Amherst needs to find ways to attract more visitors once they have exited the TCH at the Visitor Information Centre. As drafted, Schedule “A” of the Bylaw seems to run counter to this need. A Shared Ground Sign and/or a Tourism-Uniform Directional Sign within Zone A or nearby in Zone B might be a way to address this issue.

I want to acknowledge that I have not been privy to the Border Committee’s development of the Bylaw. As such, I welcome input from others that may have a better understanding of the Bylaw and its intended purpose.

Respectfully submitted,

Andrew Fisher, Manager of Planning & Strategic Initiatives

MEMORANDUM

TO: Amherst Council
FROM: Municipality of Cumberland NS Border Committee
DATE: September 12, 2018
RE: Request for Motion in Support of Border Entrance Uniform Signage Bylaw

Background:

The Border Entrance Committee requested that staff of the Municipality of Cumberland's Planning Department draft and prepare a bylaw that would allow the Municipality of Cumberland to exercise control over signage within the Department of Transportation and Infrastructure Renewal right-of-way along Route 2 / Laplanche St. as it approaches the Town of Amherst. A copy of the draft proposed Bylaw is attached.

The purpose of this Bylaw is to work in conjunction with the Municipality of Cumberland's Land Use Bylaw to protect the scenic beauty along the public and private roads in Cumberland County, promote vehicular and pedestrian safety, and provide for sign advertisement in a uniform and consistent manner where the Municipality of Cumberland's Council has determined that it is warranted.

Under the proposed Bylaw, the Town of Amherst would be able to erect their own signage in accordance with the proposed Uniform Signage Standards of the Municipal Standards Manual, and with the Sign Zone Designations in Schedule "A" of the Bylaw.

Two open houses were held in Upper Nappan to give the public, land owners, and business owners an opportunity to voice concerns, and provide input. Advertising for the open houses included two newspaper ads, door hangers for every business along Route 2, phone calls to all sign owners, and the Municipality of Cumberland's Facebook page, website, and newsletters. Most feedback received was in regards to design standards, placement, and number of signs, and was overall supportive of the regulations.

Recommendation: Pass a motion in support of the Border Entrance Uniform Signage Bylaw.

Alternative: Council can decide to reject the motion of support, or ask for additional changes which would require rewriting and reapproving the draft Bylaw.

BORDER ENTRANCE SIGNAGE BYLAW DRAFT [V. Sept 10, 2018]

Title

1. A Bylaw respecting the regulation of signage located within the Public Right-of-Way, or private road boundary line. This Bylaw shall be known as The Uniform Signage Bylaw.

Purpose

2. The purpose of this Bylaw is to work in conjunction with the Land Use Bylaw to protect the scenic beauty along the public and private roads in Cumberland County, promote vehicular and pedestrian safety, and provide for sign advertisement in a uniform and consistent manner where Council has determined that it is warranted.

Definitions

3. In this Bylaw:
 - a. COUNCIL means the Council of the Municipality of the County of Cumberland.
 - b. DEVELOPMENT OFFICER means the person or persons, or designate, appointed by Council to administer the Land Use Bylaw and Subdivision Bylaw.
 - c. ERECT means the act of building, constructing, reconstructing, altering or relocating and without limiting the generality of the foregoing, shall be taken to include any preliminary physical operation such as excavating, grading, piling, cribbing, filling or draining, structurally altering any existing building or structure by an addition, deletion, enlargement or extension.
 - d. EXISTING means legally in place on the effective date of the Land Use Bylaw.
 - e. HIGHWAY means a highway vested in Her Majesty in right of the Province, and includes any municipally owned public roads.
 - f. LAND USE BYLAW refers to the Land Use Bylaw adopted by the Council of the Municipality of the County of Cumberland.
 - g. PRIVATE ROAD means any street or road that is not owned by the Province or the Municipality.
 - h. PUBLIC RIGHT-OF-WAY refers to the boundary line of a highway, or 10m from the centre line of the highway, whichever is greater.
 - i. SIGN means any structure or device used to advertise or draw attention to any product, place, person, business, institution, organization, including any directional or way finding purpose and that is intended to be seen from off the premises or from a parking lot. This does not include temporary real estate or event signs. The footprint of a sign shall include all parts of the structure or device.
 - j. STRUCTURE means anything that is erected, built or constructed of parts joined together or any such erection fixed to or supported by the soil or by any other structure.

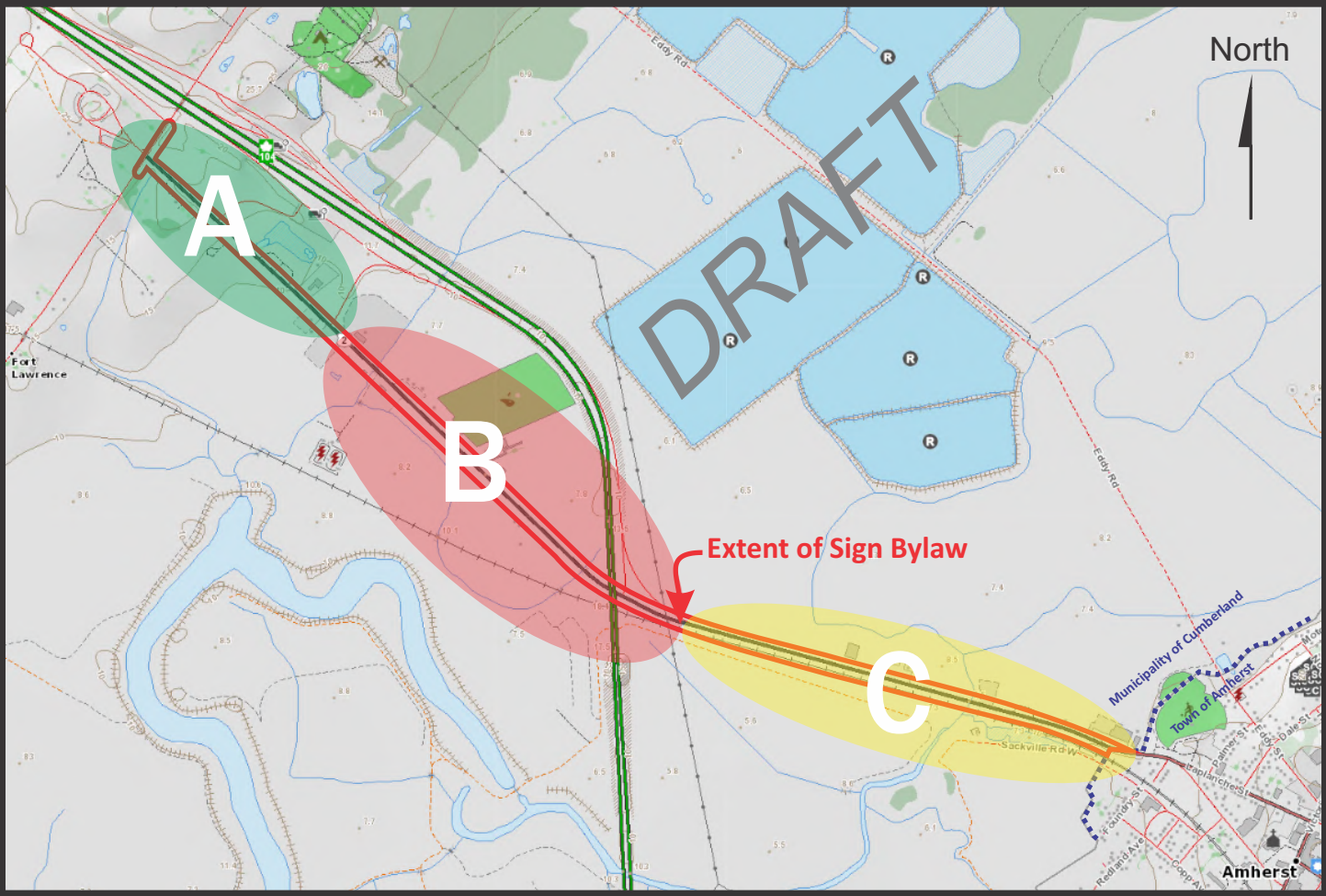
Control

4. Where this Bylaw is inconsistent with the regulations respecting advertising signs on or near public highways made or administered by the Nova Scotia Department of Transportation and Infrastructure Renewal, the more restrictive regulations shall apply.
5. This Bylaw is made pursuant to the provisions of Section 49A of the Public Highways Act. The highways or the portions of the highways located within the Municipality set out in Schedule "A" are designated for the purpose of subsection 49A(2) of the Public Highways Act.
6. This Bylaw does not apply to any part of a highway that has been designated as a controlled access highway under Section 21 of the Public Highways Act.
7. Pursuant to Section 49(7) of the Public Highways Act, this Bylaw does not apply to campaign signs during an election or plebiscite in the area in which the sign is located if the sign complies with the laws governing the election or plebiscite.
8. No person shall erect a sign without first obtaining a permit from the Development Officer and no permit to erect a sign shall be issued unless all the sign provisions of this Bylaw and the Land Use Bylaw are satisfied.
9. Signs shall not be permitted within the Public Right-of-Way, or the boundary lines of a private road.
10. Signs that are not located on the same property as the business they advertise shall not be permitted within the areas defined in Schedule "A". Signs that are located on the same property as the business they advertise shall be regulated by the Land Use Bylaw.
11. Notwithstanding Section 8 and 9, the Municipality or other municipalities shall be permitted to erect signs in accordance with the Uniform Signage Standards in the Municipal Standards Manual (Policy 18-XX), and the Sign Zone Designations of Schedule "A" adopted by the Municipality.
12. Signs in addition to the limits defined within Schedule "A" may be permitted at the discretion of Council.

Contravening Signage

13. Any sign, existing or erected in contravention of this Bylaw shall be subject to removal:
 - a. By the owner, of either the sign or the land on which the sign is located, within 30 days, upon being served notice by the Municipality; or,
 - b. By an agent of the Municipality, if the sign not be removed in accordance with Section 13(a) of this Bylaw.
14. Any signs removed by the Municipality will be destroyed. Any costs incurred by the Municipality for the removal and destruction of a sign will be collected from the owner of the sign.

Schedule A



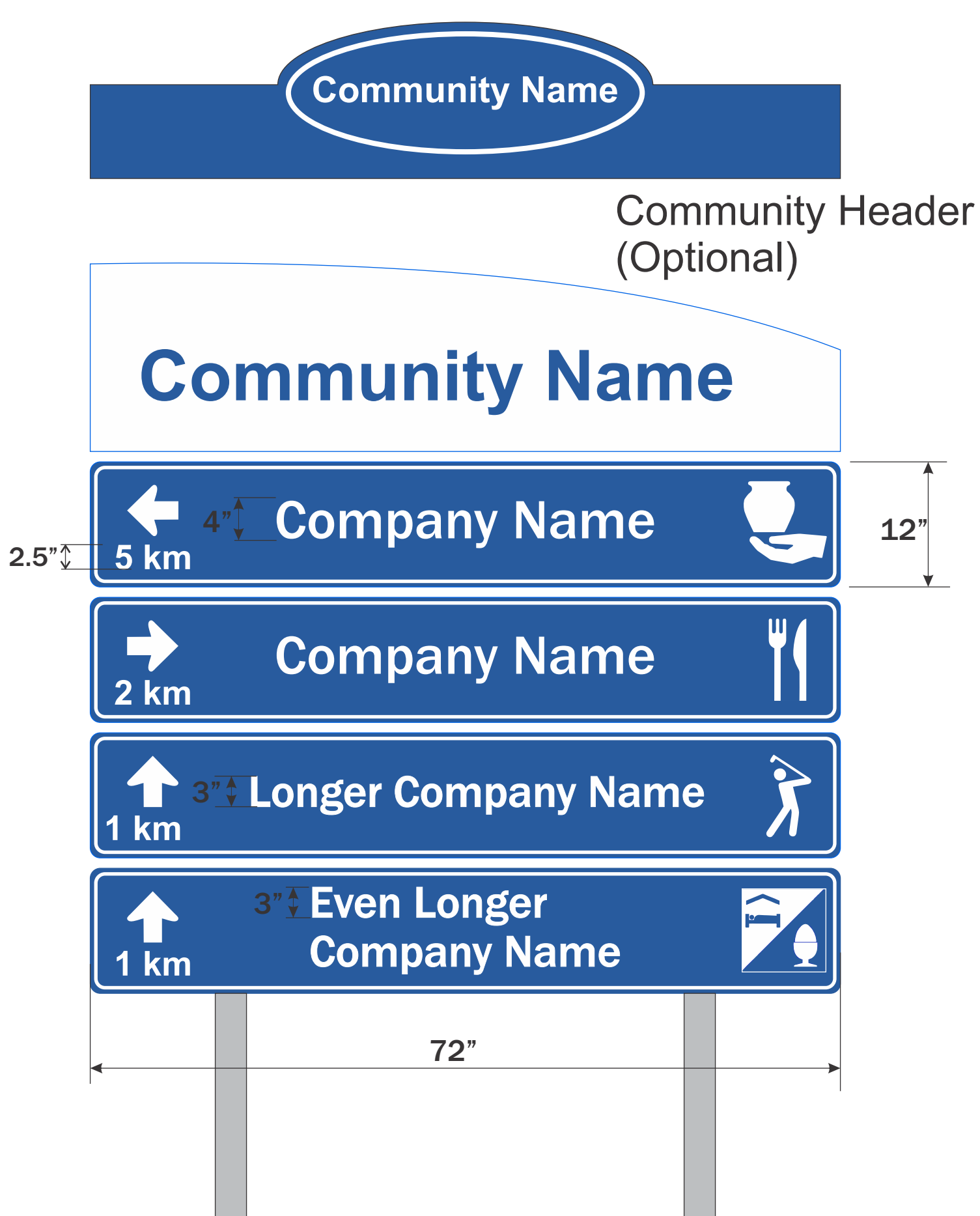
Sign Zone Designations

A	B	C
Exit 1 to Exit 2 on-Ramp	Exit 2 on-Ramp to 104 Westbound on-ramp	104 Westbound on-ramp to Town Boundary
<ul style="list-style-type: none">● 4 Gateway Billboard (existing)● One additional gateway sign● No tourism-oriented directional signs● One Tourism-oriented wayfinding sign	<ul style="list-style-type: none">● No signs permitted in this zone.	<ul style="list-style-type: none">● Up to 2 gateway signs● Up to 2 shared ground signs● Up to 3 Tourism-oriented directional signs● No Tourism-oriented wayfinding sign

Sign Type Examples

See Uniform Signage Standards
In the *Municipal Standards Manual*





Tourism-Uniform Directional Sign

- A standard throughout North America.
- Each fingerboard is 12" x 72"
- Restricted to Tourism-oriented businesses only.
- Restricted to Businesses within a specified distance
- Directional arrow plus name plus universal symbol.
- Optional Header to identify community.
- Maximum of 5 fingerboards per sign.

Shared Ground Sign

- Similar to Provincial standards.
- Not- Restricted to Tourism-oriented businesses.
- Not-Restricted to by distance
- Three 18" x 28" spaces per Backer panel
- Optional Header to identify community.
- Maximum of 3 backer panels per sign.



Tourism-Oriented Wayfinding Sign

- Similar to Provincial standards.
- Restricted to Tourism-oriented businesses.
- Restricted by distance to business
- Up to two 32" x 96" backer panel per sign
- Only used at major highway intersections to identify business on alternate route.

MEMORANDUM

TO: Mayor Kogon and Members of Council
FROM: Deputy Mayor Christie
DATE: September 17, 2018
SUBJECT: Land Use Bylaw Signage Review

After taking some time to review the current state of signage within the Town of Amherst in general, and the downtown area in particular, I would like to discuss the merits of having the Planning Advisory Committee perform a review of all signage provisions in the Land Use Bylaw.

To begin that process, I will make the following motion:

That the Committee of the Whole refer a review of all signage provisions in the Land Use Bylaw to the Planning Advisory Committee (PAC) and that the PAC report back to Council with recommended amendments, if any.

MEMORANDUM

TO: Members of Amherst Town Council
FROM: Mayor Kogon
DATE: September 17, 2018
SUBJECT: Recognition of First Responders

We're all very much aware of the important role that first responders play in our community and its surrounding area. We're also all somewhat aware of the physical and emotional toll that providing these services sometimes takes on them.

With that generally in mind, and specifically with the Moncton and Fredericton shootings and the highway accident that took the life of Cpl. Frank Duschene in mind, I'd like to have a discussion on the most appropriate manner in which to recognize the contributions of first responders in our community. For example, is it proclaiming a day in their honor, arranging an event or is it by some other means?

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Greg Herrett, CPA, CA - CAO

DATE: September 17, 2018

SUBJECT: Amendment to the Traffic Authority Policy # 68000-03

ORIGIN: Review of Policies

LEGISLATIVE AUTHORITY: Policy 68000-03; MGA 47 (1) The council shall make decisions in the exercise of its powers and duties by resolution, by policy or by by-law.

RECOMMENDATION: That Council refer the amendments to the Traffic Authority Policy to the September 24, 2018 meeting of Council for approval.

BACKGROUND: The existing policy identifies the Chief of Police Ian Naylor as the Traffic Authority. Chief Naylor retired at the end of July 2018. Currently Dwayne Pike is Acting Chief of Police and as such serves as the Traffic Authority. The amendment proposed to the existing policy will give authority to whomever is currently serving in the capacity of the Chief of Police.

DISCUSSION: This amendment is a matter of house keeping with the policy and ensures clarity as to the office of Traffic Authority resting with the current Chief of Police.

FINANCIAL IMPLICATIONS: No financial implications

COMMUNITY ENGAGEMENT: Media Release

ENVIRONMENTAL IMPLICATIONS: No environmental implications

ALTERNATIVES: 1) Do not amend the Policy;
2) Appoint someone other than the Chief of Police as the Traffic Authority.

ATTACHMENTS: Traffic Authority Policy

Report prepared by: Greg Herrett, CPA, CA, CAO

Report and Financial approved by:



DEPARTMENT: PUBLIC PROTECTION AND SAFETY SERVICES

TITLE: **Traffic Authority for the Town of Amherst**

Minutes reference date: 24 February 2014

PURPOSE OF THE POLICY:

Section 311(2) of the *Municipal Government Act* authorizes Council to appoint a Traffic Authority.

POLICY STATEMENT:

The Police Chief ~~Ian Naylor~~ is hereby appointed as the Traffic Authority for the Town of Amherst.

MEMORANDUM

TO: Mayor Kogon and Members of Council

FROM: Gregory D. Herrett, CPA, CA
Chief Administrative Officer

DATE: September 17, 2018

SUBJECT: Park / West Pleasant Street Intersection

Attached is a memo from Councillor Jones regarding a traffic issue at the intersection of Park Street and West Pleasant Street.

While this is a traffic related issue, there is also potentially a capital or operating budget issue arising from it.

Given that this is first and foremost a traffic related issue, my recommendation is that it be referred to the traffic authority for his analysis and decision with a report back to Council on findings and actions to be taken.

Once the traffic authority has determined whether changes are appropriate, staff will prepare recommendations related to the budgetary implications.

I would suggest that it may not be possible to have a full report by the October meeting of Committee of the Whole and therefore suggest that a target date of the November meeting be considered.

MEMORANDUM

To: Mayor Kogon and Members of Council

From: Councillor Jones

Date: September 12, 2018

Subject: Intersection at Park and West Pleasant Street

I have been approached by concerned citizens about the above noted intersection on Park Street and West Pleasant Street.

I am writing this complaint about the location of the stop sign and the design of this intersection.

The stop sign itself is located roughly 5 meters from West Pleasant Street. The end of the road fans out and is very wide with no direction.

Therefore I suggest that a traffic island be installed at this intersection, from which vehicular traffic is diverted so as to separate such traffic, and protect pedestrians. Plus the stop sign will be more visible than in its present position.

Motion:

I move that Council direct staff to investigate this complaint of the stop sign and design of the intersection at Park Street and West Pleasant Street and have for Council a recommendation on how to move forward on this issue at our next meeting.

MEMORANDUM

TO: Mayor Kogon and Members of Council

FROM: Gregory D. Herrett, CPA, CA
Chief Administrative Officer

DATE: September 17, 2018

SUBJECT: Joint Council Agenda Items

As you are aware, there will be a Joint Council session on Tuesday, September 25th at 5:30 p.m. at the Joggins Fossil Cliff Institute.

Please advise me directly if you have any agenda items you would like to have added for this meeting.

August 8, 2018

Mayor David Kogon & Town Council
Town of Amherst
98 East Victoria St.
Amherst, NS, B4H 1X6

Dear Mayor Kogon and Councilors:

RE: Presence of alcohol in Town Park (Victoria Square) while youth are present

The Municipal Alcohol Project's aim is first and foremost to help protect those who are most affected by the misuse of alcohol through advocacy and policy. Alcohol sales, consumption and advertisement where youth are present has been shown to increase alcohol use and ensuing harms in our youth. In Cumberland the average age for taking that first drink is just 13 which speaks volumes of the issue.

The MAP committee, represented by Sophie Melanson, has presented at Amherst Town Council meetings and at Joint Council meetings including the Towns of Amherst, Oxford and the Municipality of Cumberland County on the importance of changing the culture of alcohol and the role you can play as elected leaders. Councils have supported MAP's work by encouraging council representation at our meetings. As well, during the past four years Amherst council has shown strong leadership by supporting alcohol free activities and events within municipal parks and green spaces with youth present. We applaud the great strides the town of Amherst has taken in offering so many events and places more family friendly through its "Family First" practice of designating municipal properties alcohol and tobacco free when children are present.

The presence of *Trider's Craft Beer* booth at the most recent (July 12th) Market in Victoria Square (with the distributing of beer tasters, and selling of bottled beer) was of notice. This is of great concern because open liquor was present while children and youth were present. This is a noticeable and significant shift from the Active Healthy community practice which Amherst has worked so hard on and has been deservingly recognized for.

Our hope is that even more events throughout Cumberland County can be family friendly, without the presence of alcohol (and tobacco) products and marketing while youth are present.

We strongly encourage the council to consider having a specific policy or bylaw protecting our youth from being exposed to alcohol products and marketing in our family friendly parks and events?

Should you be interested in discussing, representatives from the MAP committee would welcome the opportunity to do so. You can reach us at MAPCumberland@outlook.com

Thank you in advance for your attention to this important issue.

Cumberland Municipal Alcohol Project committee



Memo

August 28th, 2018

From: Recreation Department
To: Amherst Town Council
RE: Seniors Walking Program

At the May meeting of Committee of the Whole staff were directed to investigate the implementation of a designated time for a Seniors Walking Program at the Amherst Stadium.

Current State:

Currently during September, the walking track is open Monday to Friday, 8:30am – 9pm and on weekends based on ice rentals. From mid October until April the walking track at the Amherst Stadium is open 7 days a week. Walkers are able to use the track at any time within the Stadium hours which usually are 7am-10pm. From past/current use, the mornings typically seem to be the most popular walking time with the senior population.

Feedback:

During the summer, the Recreation Director, The Active Living Coordinator, and the Culture, Events & Marketing Coordinator met with Denise DeLong, the Community Education Coordinator for the Arthritis Society where The Walking with Ease Program was presented. The programs goal is to motivate people to get out walking twice per week for six weeks. Groups go for a low impact walk led by walking coaches. Following the walk, the group is encouraged to participate in a social activity. This program would involve recruiting leaders/coaches who would help gather and coordinate the group of walkers and set the time and place. The volunteer leaders can receive free training as well to become walking leaders, so they can provide tips to walk safely while building strength and mobility. We have offered Amherst as a potential site and are waiting to hear back regarding a 2018-19 program.

Local senior leaders within the community have been contacted to determine if there was an interest in a designated walking time for seniors.

Feedback from Ray Bristol, Senior Safety Program Coordinator, was in his experience, seniors who are currently active and participate in outside activities are usually quite busy and have a full schedule. He has struggled setting up events or programs, as it interferes with other obligations or activities most seniors have planned. However, he did mention that Pugwash currently has a walking group that meet twice per week and they typically have a good attendance.

Merrill Murray from the 50+ Club stated that he felt a designated time for seniors at the Amherst Stadium walking track would be a great idea, perhaps a mid morning time slot. The club's next meeting is on September 20. Merrill is going to add the idea of a designated time for Seniors at the stadium to the agenda and will provide feedback from his members.

Barb Wolfe from the Centennial Villa felt that her residents really enjoy the social aspect of being out in public. They have never used the Stadium as a designated walking area but would definitely consider it in the future. Most of their residents are an older demographic, with 7-9 residents that are able to participate in a walk. Most times residents walk around the parking lot of the Villa as it is most convenient. Transportation is a factor for the Villa. They do rent a bus for mini trips but transportation would have to be booked weeks in advance. Regarding the designated time for seniors, Barb felt that her residents wouldn't need a designated time as they would love to be out and walk during anytime there were people around. She suggested if coffee or snacks were to be provided, her residents would love that social piece to be able to mingle and meet new people.

A citizen Survey is currently being circulated on Facebook and at the Amherst Stadium asking participants if they feel a designated walking time for seniors is of interest and if they would use it if offered. Survey results will be taken into consideration.

Transportation

The Recreation Department reached out to Cumberland County Transit on offering a pick up and drop off service for Seniors that would need transportation to participate in a walking program. We suggested 3 pick up locations around Amherst to serve as much as the senior community as possible. Typically, Cumberland County Transit charges \$10.00 per person for a round trip in Town Limits. They did advise the Recreation Department that they have funding available through a Poverty Reduction Grant and could offer it to the Town of Amherst at \$5.00 per person. They also have been asked to quote on a fixed rate to the Town to offer this service twice per week. More details to follow.

Conclusions

The recreation department notes that there is a free Senior Skate offered during the regular ice season on Tuesdays, Wednesdays, and Thursdays from 8:30am-9:30am. As a trial, a designated time for Seniors to walk will be held on Tuesdays and Thursdays from 9:30am-10:30am following the skate, starting October 9. Many of the Seniors that participate in the Senior Skate tend to walk after the skate already. Also, during this time, a healthy snack will be provided to walkers. The Department is currently investigating whether week could feature a special guest including a doctor, specialist, nutritionist, etc. Special guests could perhaps walk with participants and answer any questions related to their field. While the initiative is being tried, more information on possible transportation options/costs will be researched.

Monthly Report

Corporate Services

September 2018

FINANCIAL – The Audited Financial Statements for 2017/18 and the 2018/19 first quarter report will be presented to the Audit Committee on September 18. Required reports for the province (Statement of Estimates (SOE) A and B, the Financial Information Return (FIR) and the Capital Investment Plan (CIP) are or will all be submitted to the Province this month. The Financial Statements submissions to Department of Municipal Affairs (DMA)/Nova Scotia Utility and Review Board (NSUARB) and the NSUARB report for the Water Utility will be completed by the end of September. We are finalizing the transition of the YMCA accounting to the Moncton Branch.

2018 DECEMBER TAX SALE – 63 notices were sent on August 17/18, with a response date of August 31/18. Next step will be to forward to our solicitor on Sept 17/18 for title search. These accounts are being prepared for a tax sale to be held on December 11, 2018 at 10 am.

2018/19 FINAL PROPERTY TAX BILLS – Tax bills were posted on August 22/17 and due on Sept 28/18. They were taken to the post office the afternoon of Aug 28/18.

2018/19 TAX REDUCTION POLICY – During the 2018/19 budget Council approved an amendment to the Tax Reduction Policy 03800-02. An increase to \$450 for household income of less than \$25,000. Applications are available on the Town of Amherst website or in person at Town Hall. An application was mailed out to residents having received tax reduction in prior years. We have received 51 applicants to date.

2018 ASSESSMENT APPEALS – Assessments were mailed out mid-January by PVCS. The appeal deadline was February 15, 2018 at midnight. As of September 1, 2018, there were 72 appeals, 40 complete, 17 outstanding and 15 withdrawn.

	# of Accounts Appealing	Total Assessment Value Being Appealed	Appeal Completed as of Aug 1/18	Pending as of Aug 1/18	Withdrawn as of Aug 1/18	Outstanding Appeals as of Aug 1/18	Appeals Successful as of Aug 1/18	Loss of Assessment Value	Amount of Revenue Reduction	Nova Scotia Assessment Appeal Tribunal Status
Residential/Resource	54	12,851,500	31	0	13	10	20	\$ 904,700	\$ 14,792	0
Commercial	18	29,687,400	9	0	2	7	3	\$ 667,500	\$ 29,604	1
TOTAL	72	\$42,538,900	40	0	15	17	23	\$ 1,572,200	\$ 44,396	1

WATER / SEWER COLLECTIONS – Water bills were due on Friday August 31 and there was an increase in flow of traffic at the front desk as people came in to pay. Staff will be sending statements out in September for those accounts that did not pay their bills at August 31st. This means they will also proceed to sending disconnection letters in September for those accounts that have two quarters outstanding. Collection efforts are getting positive results including collecting amounts on accounts as old as March of 2016. Sewer accounts will be reviewed to determine any accounts that may require a lien on the property resulting in tax sale.

PROCUREMENT – Procurement stats for the month of August (as of August 31) are as follows:

	May (revised)	June	July	August
Capital				
Anticipated Procurement from Capital Budget: 40-44				
Scopes for capital received in the month	6 (4 rec, 2 ops)	12	4	7
All procurement:				
Total new scopes of work received in month	11	20	6	13
Released to the public in the month	10	12	7	11
Closed during the month	8	9	10	11
Awarded by par/council during the month	6	7	11	9
Open at the end of month (released month a, closed month b)	4	7	4	3

INFORMATION SERVICES (IS) – Work ensuring the utilization and safety of information for the new WIFI at the stadium has been completed. Updates and functionality fixes for various items like cameras and council chamber monitors has been completed. Our helpdesk continues to have high volumes of calls. Work is beginning on identifying long term fixes for ongoing issues. Configuring for three of the firewalls has been completed. Planning for IS over the next three years will begin late September or early October. Full transition from ADS is expected over the next few months.

HUMAN RESOURCES – Megan Legere joined the Corporate Services department at the end of June for a six month term as Accounts Payable Officer. The two summer student positions in Corporate Services Felicia Landry and Justin Ott finished near the end of August.

Monthly Report

Operations

September 2018

The painting of crosswalks, stop bars, parking stalls, and decorative crosswalks was completed in June. The new centreline painting unit arrived in mid-July and centreline painting was completed in early August.

Work has been ongoing painting bicycle “sharrows” and installing share the road signage and should be completed by the end of September.

The contracted patching of streets and service cuts continued throughout the summer. To date 22 service cuts have been repaired and 568 tonnes of asphalt placed.

Other activities carried out by Streets Department were:

- Fabrication and installation for the additional hanging flower baskets
- Replaced 215m of sidewalk on Hickman Street (West Victoria to Mill Ave.)
- Installed new sidewalk on Hill Street to provide a parking area near the tennis court
- Installed concrete pads and assembled the 3 sun shelters in the Lions Park
- Repaired washouts in the trail system as needed
- Pothole repairs, sidewalk, and curb repairs in various locations

The sewer crew performed routine maintenance and sampling at the WWTP and lift stations. There were several sinkholes repaired, the result of localized failure of the corrugated steel storm lines.

The Sewer crew used the street sweeper to clean a large number of catchbasins, removing sand and silt from the bottom of the basins. We typically clean these on a 3 to 5 year rotation.

The annual sewer main flushing and video inspection program will be completed in September. Part of this work will be the cleaning of grease and sludge from the wet wells of our 6 sewage lift stations.

The water crew installed and maintained the temporary water services on the East Pleasant Street reconstruction project. The water crew are now starting a similar project to provide water to the residents on Willow Street while the contractor installs a new water main.

There were 3 new water services installed over the summer, residential services on Duckling Dell and Burns drive, and a new service for a sprinkler line to the Daycare on Park Street.

There was one broken water main repaired, a 6” cast iron main on Mission Street and there were 3 leaking service laterals repaired.

Quarterly meter reading was carried out in early July and followed up with pad and meter repairs.

The water crew also repaired a number of hydrants and water valves that were not functioning properly. These issues are typically found during the unidirectional flushing program.

Operational services hired 4 new seasonal employees over the summer to fill vacancies created by a number of recent retirements in the department.

Capital Projects

Work is progressing on the East Pleasant Street reconstruction project which should be completed by the end of September.

Work has started on the Willow Street reconstruction project. The contractor has committed to have the section from Spring Street to Webster Street completed this construction season. As this section approaches completion, a determination will be made regarding how much additional work can be completed this year. The remainder of the project will be completed in 2019. Approval for the extension of the project deadline has been received from the Department of Municipal Affairs.

The microsealing of Church Street was completed in August and the paving of Derby Street and a portion of Tantramar Crescent is scheduled for September.

The active transportation route from East Pleasant to Church Street will commence shortly. Staff are in the process of acquiring an easement from the owners of the Amherst Centre Mall for the installation of that portion of the active transportation trail with construction expected to take place in October.

Permits

There were 10 permits with a total value of \$385,165 issued in June, 7 permits with a total value of \$7,926,100 issued in July, and 12 permits with a total value of \$1,112,200 issued in August.

Monthly Departmental Report

Amherst Police Department

September 2018

This report covers the period from June 1st to August 31st, 2018

PROFESSIONAL DEVELOPMENT

CISNS – OMG Symposium: Sergeant Brian Gairns, APD's Outlaw Motorcycle Gang Coordinator attended a 2 day symposium in Dartmouth dealing with OMG's and the current landscape and activity in Nova Scotia. While much of the presentation dealt with criminal trends and information, there were other presentations regarding history and the criminal prosecution of such groups.

PERSONNEL

Sergeant Competition: Sgt. Jason Galloway was the successful candidate in the recent Sgt competition held during the month of August. Sgt. Galloway has 11 years of service with the department. During his career he has worked in general patrol and with the Cumberland Integrated Street Crime Unit. He is one of APD's Drug Recognition Officers and has completed police leadership courses through Dalhousie University. He has been recognized several times by the department for exceptional performance and contribution to the community and the department, most notably for his development of the Cops for Kids program. Sergeant Galloway takes over as the supervisor of A Platoon.

Retirement of Chief Ian Naylor: Chief Ian Naylor retired on July 31st after spending 30 years with the Amherst Police Department. Prior to coming home to Amherst, Ian was in the RCMP and worked in both Manitoba and Newfoundland. In his 20 years of managing the Amherst Police Department, Ian was credited with many accomplishments and was noted for his concern for the members and focused heavily on training and professional development. He will be missed and we wish him health and happiness in his retirement.

Constable – Full Time: Cst Jeff Goodwin was the successful candidate in the full time competition. Cst Goodwin, who is from Amherst, worked in Springhill until the town dissolved and came to work in Amherst part time the following year. Cst Goodwin is from Amherst and is very excited about policing his community and how he can make a difference.

Constable – Part Time: Stefan Deville was hired part time in August to assist. Stefan worked previously in Springhill before the town was dissolved and then worked for a short time in Kentville. He worked during the summer in Charlottetown. Part timers are often used to cover for shortages due to sick time or operational requirements, and help to keep costs and overtime to a minimum.

OPERATIONAL

Law Enforcement Torch Run – Special Olympics – On July 30th and 31st members of APD attended and participated in the Special Olympics National Games Opening Ceremonies. Staff Sergeant Tim Hunter provided a police escort while Special Olympians and Police officers (including Cst Michelle Harrison) ran with the Olympic torch through New Glasgow and towards the ceremony in Antigonish. Deputy Chief Pike, along with Staff Sergeant Hunter and Cst Harrison, all participated in an honour guard as the torch was carried into the opening ceremonies and greeted the athletes as they exited.

Assist RCMP/Public Mischief – On the morning of July 23rd, several APD members were dispatched to assist the RCMP in relation to a complaint of shots fired at a residence in Joggins NS. The caller indicated that he was being threatened with a gun and that his daughters had been shot. Seven members from APD assisted with the complaint. Upon arriving at the scene, the RCMP determined that the report was false and the call seemed to be coming from a residence in Amherst. Members of Street Crime Unit and APD patrol attended the residence and confirmed this information and a 46 year old Amherst man was taken into custody and has been charged with Public Mischief. The matter is currently before the courts.

Cops For Kids 2018. This years Cops4Kids ran from July 23rd to 27th and the Amherst Amouries were utilized as the Amherst Stadium was not available due to several maintenance projects. Forty Police cadets reported for duty and enjoyed a week that included a lot of physical activity, tours of the police station, the fire Hall, Provincial court and lock-up and many different presentations from our community partners. Cops for Kids is the most popular of our community programs and would not be possible without the support of the community.

Compliance Blitz – On July 31st, APD members teamed up with Vehicle Compliance and a check point was set up on Albion Street. Numerous vehicles were checked and directed to a roadside inspection by compliance mechanics. In total, APD members wrote 11 tickets and issued 2 written warnings. Compliance inspected 12 vehicles, 5 of which were towed and 3 were ordered back for a reinspection.

Fredericton Regimental Funeral and Book of Condolences – In the wake of the tragic murders of 4 people, including 2 police officers in Fredericton on August 10th, 8 Amherst Police officers attended the regimental funeral on August 18th. A 'Book of Condolences' which had been placed at the Police Department for the public to sign, was also brought to the funeral and turned over to the Deputy Chief of the Fredericton Police Force

Traffic Safety Act – Working Group – Sgt Jason Galloway was appointed to a provincial advisory group in regards to the rewriting of the Motor Vehicle Act. The new act, which will be replaced with the 'Traffic Safety Act' will deal with many of the issues that have popped up since the MVA came out in 1932. On August 21st, Sergeant Galloway attended the first meeting of this group and discussions were started. He is slated to attend more meetings including one this fall.

Property Offenses – Multiple Charges – Three persons are facing numerous charges as a result of a rash of thefts from vehicles that occurred during the month of August. The incidents, which occurred both in the town and county, were reported to APD and the RCMP and were investigated by the Integrated Street Crime Unit with the assistance of APD and RCMP members. One person was arrested on the 24th of August, with two more arrested by an off-duty APD officer who noticed the two with numerous items that appeared to be stolen. APD members assisted until the RCMP arrived and took the 2 into custody.

OPERATIONAL STATS – June/July/August 2018

Occurrences: 1592
Impaired by Alcohol: 6
Impaired by Drug: 0
Traffic Tickets: 125
Vehicle Checks: 587
Foot Patrol Hours: 145hours, 13m

Criminal Code Charges: 231
CDSA: 3
Traffic Written Warnings: 125
LCA: 7
Bike Patrol Hours: 7 hours, 3 minutes

SCEU

CC Search Warrants Executed: 26
CC charges laid: 33
Street Value of Seized Drugs: \$ 61,157
Value of other property: \$ 7,907
Other weapons Seized: 3

CDSA Warrants Executed: 9
CDSA charges laid: 32
Total Cash seized: \$32,343.75
Firearms seized: 3

Monthly Report

Recreation/Culture/Programming

September 2018

Active Living/Healthy Community

The Recreation Summer program concluded at the end of August. This year's family first summer program offered something for all ages at no cost.

Park days offered at Lion's Park and Beacon Street park reached different neighbourhoods. Youth enjoyed the games and outdoor equipment provided.

Moving' on Mondays consisted of bi-weekly tours of different locations around Amherst. Tours included the Police station, fire station, post office, museum & library. Attendance average was 10-15 per tour.

The Tuesday Trail walks with the Amherst & area trail society seemed to draw new walkers as well as returning participants varying from week to week, average 6-7 walkers each evening. Depending on the weather and as the summer progressed the trail conditions seem to deteriorate. Weeds, overgrowth, and washouts developed throughout the summer with very minimal maintenance performed. A weekly trail condition report was provided to management. Featured activities as part of Terrific Tuesdays, Active Family Fun, and Craft Corner were new each week offering a wide variety of activities. Outdoor movie nights were scheduled every second Thursday with two dates being cancelled due to rain. Attendance averaged 30 people for 2 of the movies. Weather and mosquitos played a factor in attendance.

The Friday Fitness break was a fun activity to encourage employees to step away from their desks/work and join a 2-5 minutes exercise. Over 50 business were approached and although some businesses didn't participate, the employees that did, enjoyed it very much and looked forward to the next visit.

Summer leaders continued to promote the Get an 'A' initiative. Recipients received 'A' swag if they were caught doing a good deed, maintaining and beautify their property, being active and healthy, engaging in community activities or volunteering. Over 25 'A's were given out during the summer months.

Special events such as Summer kick off, Doggy Social, Adult Pickle ball tournament, and Family Picnic were all a huge success with large attendance and positive feedback. With the help of Tennis NS the Youth Tennis program was a success with 58 participants registered.

234 participants registered for the Town summer swim lessons offered through the YMCA for July and August which is an increase of 52 from 2017. Three recreation open swims were offered for no fee each week with close to 1500 participants enjoying the open swims throughout the summer. This is also an increase from last year's swim attendance of over 300.

Culture/Events & Marketing Coordinator

Met with Acadian Printing and Carters to redesign and order marketing materials and signage at the Amherst Stadium.

Internally Recreation Department brainstorm meetings were held on Culture/Wellness Funding and other Grant opportunities as well as meetings and research on a designated time for a Senior Walking Program.

Christmas Parade Meeting held to start planning the event, application form updated and posted, theme picked and preliminary planning in process. The Parade will be November 17th. Prepared and circulated the weekly skinny, maintained the community events webpage & listings.

Coordinated weekly music in Victoria Park. Developed applications for 2018-20 Amherst Youth Town Council.

Coordinated the Cumberland Opioid Proclamation Ceremony Victoria Square Aug 30th

Horticulture/Green Spaces

6 days per week of Watering of 140 hanging baskets and 25 annual/ perennial plantings throughout the downtown and within the parks.

Regular park maintenance duties continue with mowing and trimming within the parks, picking up litter as well as emptying regular waste and dog waste receptacles. Weeding of flowerbeds, around the base of newly planted trees and within the downtown has played a key role in helping to tidy up our town. Addressing vandalism issues through graffiti removal. Cleaning and securing washroom facilities. Mulching continues to take place throughout the town flowerbeds and trees to help retain moisture, reduce weed growth and lower ground temperatures to provide optimal growing temperatures for plants. Continuing with our implementation of edibles into the parks, concord grapes have been planted on either side of the arbor at Dickey Park. Also a trial fall crop of lettuce, kale, radishes, and carrots have been planted on the balcony of the stadium. Removal of the dead Oak in front of TD Bank has taken place, continual monitoring of park trees, and street trees continues to take place as time allows.

Facilities

Parks and Green Spaces - All parks and trails are accessible and open. Dickey Park, Beacon Park and Rotary Park washrooms are open daily from 9:00am to 7:00pm. Lions Park tennis court was open daily from 9:00am to 9:00pm. The Splash Pad at Dickey Park open and hours of operation are 9:00am to 9:00pm daily. Trail and park maintenance is ongoing. A mowing schedule has been establish for all greenspaces and will be followed as best we can without interruptions caused by inclement weather or other factors. Recreation staff has been emptying the garbage bins in all parks with no issues. Ongoing planning took place at Dickey Park for the tender for the fencing for the Dog Park. Work expected to be finished by mid-September.

Amherst Stadium - Capital work projects and maintenance was a priority at the Amherst Stadium. The walking track at the Amherst Stadium was closed due to the renovations. The ice plant was turned on Aug 18 and we opened for Ramblers Training Camp on Aug 26. The only outstanding capital project to be completed is the installation of the dehumidifiers which is expected to be complete by mid-September. Total hours used for the month of August 2018 was 37 hours compared to August 2017 25.5 hours. The meeting space on second level was used for 2 hours.

Robb Complex - Usage for Robb Complex is as follows: Dwight Jones Field was used for 89 hours in August 2018 compared to 79 hours in August 2017. Cecil Small Field was used 29.5 hours in August 2018 compared to 36 in August 2017. Baseball Field was used 43.5 hours in August 2018 compared to 9 hours in August 2017. The lights used in August was 17.5 hours. We hosted the two tournaments in August which was the Annual Bates/ Merrill Softball Tournament and the Jimmy Dwyer Benefit Softball Tournament. The men's softball league wrapped up their season on August 31. Ongoing maintenance and mowing is a priority at this facility. We currently have 3 summer staff as well as full time staff designated for Robb Complex. We are preparing to host the Atlantic U15 Baseball Championship September 14-16.

Monthly Report

Fire Department

September 2018

Responses (June, July, August)

Town of Amherst – 46 events

- 5 Smoke alarm activations
- 5 Smell of smoke / Air quality check
- 22 Monitored alarm activations
- 4 Motor vehicle accidents
- 1 Flu fire
- 4 Open burn / Wildland fire / Mulch
- 1 Hazardous material
- 4 Structure fires

Contract area (District 2) – 21 events

- 2 Smoke alarm activations
- 2 Vehicle fires
- 2 Monitored alarm activations
- 10 Motor vehicle accidents
- 1 Structure fire
- 2 Open burn / Wildland fire / Mulch
- 1 Hazardous material
- 1 Mutual Aid

Fire Inspections

14 fire inspections were completed during this period.

Personnel

During the summer months two fire fighters (Otis White and Tyler Lannan-MacLeod) retired from the department as an active volunteer to pursue employment opportunities. Both of these individuals contributed in excess of 200 hours of volunteer fire fighting service annually to the department. This included, but was not limited to responding to structure fires, monitored alarm calls, motor vehicle accidents and fires, confined space rescue, Hazardous materials response calls, wildland responses, mutual aid, weekly firefighter training nights, meetings and community events.

Professional Development

During the month of July, Chief Jones, Allen Martin and Chuck Delorme attended the Maritime Fire Chiefs Leadership Conference in Moncton. This conference featured information sessions and a slate of keynote speakers who spoke on various subjects like leadership, social media, recruitment and retention, equipment purchasing, mental health and responding to active shooter situations. A trade show at this event featured vendors from across Canada and the U.S. who presented specialized products and equipment along with exhibits of new processes and techniques for fighting fires.

Recruitment

The fire department is starting our annual recruitment program and is looking for new members to join our team. For more information on becoming a member of the Amherst Fire Department visit the Amherst Fire Station, speak to any Amherst fire fighter or go to www.amherst.ca/volunteer-firefighter.

Community Involvement

Fire Fit Challenge – Members of the Amherst fire fit team once again took part in the regional Scott Fire Fit Challenge which was held in Dalhousie, New Brunswick this summer. After numerous hours of practice and commitment to advancing their skills, this team came in second place in the regional championship and were awarded silver medals.

Also during the summer months members of the department took part in numerous community events and activities.

Upcoming Events

Fire Prevention Week

Will take place from October 7th –13th. The national campaign theme this year will be Look, Listen, Learn – Be Aware, Fire Can Happen Anywhere. Presently the department is preparing for numerous fire prevention events that will take place during this week and the month of October.

Fire Department Open House

On October 25, 2018, starting at 6:30 PM the fire department will be having an open house to promote fire safety, highlight the equipment we use and to promote recruitment.

Fire Fighter's Memorial

Tentatively scheduled for October 21st. This is an important time to recognize all emergency first responders, past and present for their dedicated service.

Annual Fire Fighter's Banquet

This year it will take place on Saturday, November 3rd. This banquet will mark the 135th Anniversary for the department.

Monthly Report

Planning and Strategic Initiatives

September 2018

Regarding Strategic Priorities, the August 10 Check-in of Council's 2018 Strategic Priorities are complete, with a request to adopt a Strategic Priority Chart for the October - December period.

With adoption of the Active Transportation Plan in May, staff have completed an implementation plan that included an open house, an information video created by Recreation, and press releases. Collaboration with Public Works as the AT infrastructure projects roll out is ongoing.

A meeting is scheduled between the Town, Jeff Bembridge, Bill Casey, and VIA representatives in late September on the VIA Station transfer to hopefully resolve the last outstanding issue.

Staff have been working on potential planning document amendments to create a regulatory framework to respond to the legalization of recreational cannabis. Council will also receive a report recommending the first reading being given to a Property Assessed Clean Energy Bylaw (PACE).

The Planning Advisory Committee held a Public Participation Session in August to consider a request for a development agreement at 99 West Victoria Street that would permit a garden suite. A request for Council to consider first reading of the agreement will be on the September Council agenda. The PAC also considered a draft LUB amendment that would regulate the keeping of chickens. A public participation opportunity on the matter will be held at the October meeting of PAC.

Planning also continues to provide planning and development services for the Town of Oxford.

Monthly Report Economic Development September 2018

Demographic and business support

In July and August, department staff supported the promotion of Amherst as a great place to live, work and play through the following activities:

- Designed a pop-up backdrop to be used at trade shows and recruitment fairs to attract businesses, people and events to Amherst.
- Supported physician recruitment with locum welcome kits and design of tote bags for recruitment fairs.
- Promoted local businesses through social media posts on Facebook and Instagram.
- Pitched a “treasure hunting” article for Fall 2018 issue of At Home on the North Shore magazine.
- Prepared 35 welcome kits for new international students.

Respond to business investment opportunities

Three inquiries from site selectors were received during July and August, and each was provided market information and potential locations to suit their needs.

Support initiatives at the Community Credit Union Business Innovation Centre

Training opportunities and community events organized by department staff:

- Five Things You Can Do to Increase Sales Without Breaking the Bank (Aug 1)
- Amherst Fall Fashion Show (Sept 13)
- Non-violent Crisis Intervention (Sept 17)
- University of Waterloo “Fundamentals in Community Economic Development” (Oct 21-25, 2019)

Increase the impact of tourism on the local economy

Department staff worked with Amherst Area Heritage Trust and local businesses to develop, produce, and promote three new tourism products. Thursdays saw the historic downtown Amherst area come to life with historic walking tours and horse and carriage tours, as well as a series of monthly outdoor night markets. Response to the tours has been encouraging, with several bookings each week and positive TripAdvisor reviews. The tours will continue through September and October.

The summer Tourism Assistant set up a new brochure display for Amherst in the main room at the provincial visitor information centre and provided visitor information to travelers.

Department staff collaborated with staff from the Municipality of Cumberland to create advertisements for a regional tourism guide.

The Tourism Strategic Planning Committee has defined the top five primary tourism demand generators for each priority traveller segment and has completed an inventory of amenities in the region. Stakeholder focus groups will be held in September to gather ideas about the vision for tourism in the region, to voice concerns, to identify potential areas for growth, and to identify gaps in the region’s tourism offerings.