

# TOWN OF AMHERST

## Regular Council Meeting

### Minutes

**Date of Meeting:** Monday, November 28, 2016  
**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  
 Vince Arbing, Treasurer  
 Bill Schurman, Director Recreation  
 Greg Jones, Fire Chief  
 Dwayne Pike, Deputy Police Chief  
 Andrew Fisher, Planner  
 Karen Brookins, Communications & Marketing  
 Rebecca Purdy, Executive Assistant

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#### 1. CALL TO ORDER

Mayor Kogon called the meeting to order at 7:08 PM

#### 2. O'CANADA (Kenzie Crossman)

#### 3. HEARINGS/PRESENTATIONS/PETITIONS

##### 3.1. Amherst and Area Trails Society (3695)

Tammy Allen made a presentation on behalf of the Amherst and Area Trail Society; it included the Society's background, priorities, value of trails and next steps. She said the Recreation Master Plan pairs nicely with what the Society hopes to achieve. The Society is asking Council to adopt the Recreation Master Plan and recommendations, especially those related to trails. Further, the Society asks that the Town consider the creation of a trail parallel to the CN tracks in conjunction with the upcoming Station Street redevelopment. They extended an invitation to Council to come for a walk on existing trails, as well as the potential ones and those outside of town.

##### 3.2. Amherst Golf Club (3713)

*Mayor Kogon declared a potential conflict and excused himself from the Council table for the presentation. Deputy Mayor Christie chaired the meeting during his absence.*

Bruce Saunders made a presentation on behalf of the Amherst Golf Club. The Club proposes a five year commitment from the Town from 2017 to 2021 of \$10,000 per year, representing approximately 11% of the total capital cost of their project to complete the paving of the golf cart paths. The Club will be requesting the same contribution from the Municipality of Cumberland. A copy of their Capital Campaign is included in the agenda.

#### 4. APPROVAL OF AGENDA/MINUTES

##### 4.1. Approval of the Agenda (4032)

**Moved By:** Councillor Rhindress  
**Seconded By:** Councillor Byrne  
**To approve the agenda**

**Motion Carried**

4.2. Approval of Minutes (4033)

Moved By: Councillor Jones

Seconded By: Deputy Mayor Christie

To approve the minutes of the October 3, 2016 Regular Meeting, October 12, 2016 Special Meeting and November 1, 2016 Special Meeting

Motion Carried

5. REQUESTS FOR DECISION

5.1. Signing Authority - Designated Councillor (3740)

Moved By: Councillor Byrne

Seconded By: Councillor MacKenzie

That Council appoint Councillor Terry Rhindress as the Designated Councillor for signing cheques, bank documents, etc., on behalf of the Town of Amherst, in accordance with the Town's Signing Authority Policy.

Motion Carried

5.2. Parking Lot Snow Removal - RFP (3851)

Moved By: Councillor Byrne

Seconded By: Councillor Rhindress

That Council accept the following proposals for snow clearing packages for the 2016 / 2017 snow removal season:

Package	Bidder	Bid Amount per Snow Event 5cm – 15 cm	Bid Amount Per Snow Event 16cm – 25cm	Bid Amount per Snow Event 26cm+
A	Baxter Trucking Ltd	\$425	\$685	\$900
B	Baxter Trucking Ltd	\$220	\$365	\$530
C	Baxter Trucking Ltd	\$295	\$485	\$680
D	Baxter Trucking Ltd	\$575	\$960	\$1,475
E	K. L. Carter & Son Ltd.	\$500	\$740	\$1,250
F	Baxter Trucking Ltd	\$130	\$200	\$270

Motion Carried

5.3. Micro Seal - RFP (3564)

Moved By: Deputy Mayor Christie

Seconded By: Councillor Byrne

That Council accept the proposal from Industrial Cold Milling in response to the Town's Request for Proposals, RFP-16-18, for Micro Sealing of Church Street from Dickey Street to Albion Street to a maximum project amount of \$50,000.

Motion Carried

5.4. Council Appointments to Committees (3904)

Moved By: Councillor Blanch

Seconded By: Councillor Jones

That Council approve the following committee appointments for one-year terms ending October 31, 2017:

Mayor Kogon

- L. A. Animal Shelter
- Regional Emergency Management Committee

Deputy Mayor Christie

- Planning Advisory Committee
- Susan Taylor Theatre Advisory Committee
- VON Board of Directors
- YMCA Board of Directors

**Councillor Blanch**

- Amherst Board of Police Commissioners
- Municipal Alcohol Project
- Tree Advisory Committee
- Tyndall Wellfield Advisory Committee

**Councillor Byrne**

- Amherst Board of Police Commissioners
- Cumberland Joint Services Management Authority (CJSMA)
- Regional Emergency Management Committee

**Councillor Jones**

- Amherst Board of Police Commissioners
- Senior Safety Advisory Group
- Tyndall Wellfield Advisory Committee

**Councillor MacKenzie**

- Cumberland Public Libraries Board
- Planning Advisory Committee
- West Highlands Redevelopment Committee

**Councillor Rhindress**

- Cumberland Joint Services Management Authority
- Northern Region Solid Waste Committee
- Planning Advisory Committee
- West Highlands Redevelopment Committee

AND FURTHER, that all members of Council be appointed to the Committee of the Whole of Amherst Town Council, and to the Town of Amherst Audit Committee for terms ending October 31, 2017

Motion Carried

5.5. **Appointments to Amherst Youth Town Council (3878)**

Moved By: Councillor Jones

Seconded By: Councillor MacKenzie

That Council reappoint the following Amherst Youth Town Council members: Austin Coates, Justin Bennett, Keira Dyck, MacKenzie Sears, Alie Quinn Degenstein, Rohin Minocha-McKenney and Madelynn Carter, and appoint the following new members: Olivia Pulsifer, Rajan McKenney, Jenna Clarke and Marilyn Nixon to the Amherst Youth Town Council for 2016-17

Motion Carried

A number of the youth council members were present and introduced themselves to Council

5.6. **Multi Use Trail - Memorandum of Understanding (3138)**

Moved By: Councillor MacKenzie

Seconded By: Councillor Jones

That Council enter into a Memorandum of Understanding (MOU) with Cumberland County Riders ATV Club, Cumberland Snowmobile Club, and Amherst and Area Trail Society to initiate a one-year pilot project for a shared-use trail corridor, and authorize the Mayor and CAO to sign the MOU on behalf of the Town

Motion Carried

**MEMORANDUM OF UNDERSTANDING  
SHARED USE TRAIL ACCESS**

THIS MEMORANDUM OF UNDERSTANDING (MOU) made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AMONG:

The **Town of Amherst**, a municipal body corporate pursuant to Section 8 of the Municipal Government Act (hereinafter called the "Town");

OF THE FIRST PART

AND

The **Cumberland County Riders ATV Club**, a society registered under the Societies Act of Nova Scotia (hereinafter called the "ATV Club");

AND

The **Cumberland Snowmobile Club**, a society registered under the Societies Act of Nova Scotia (hereinafter called the "Snowmobile Club");

AND

The **Amherst and Area Trail Society**, a society registered under the Societies Act of Nova Scotia (hereinafter called the "Trail Society")

(Collectively hereinafter called the "User Groups")

OF THE SECOND PART

**WHEREAS** the Town intends to grant access over Town-owned property for use by the User Groups on the route shown in Schedule "A" of this agreement, subject to the terms of this agreement;

**AND WHEREAS** the ATV Club is a member in good standing of the ATV Association of Nova Scotia;

**AND WHEREAS** the Snowmobile Club is a member in good standing of the Snowmobilers Association of Nova Scotia;

**AND WHEREAS** the Amherst and Area Trails Society is a member in good standing of the Nova Scotia Trails Federation.

**THE PARTIES HERETO HAVE AGREED AS FOLLOWS:**

**1. Grant of User Groups**

1.1 The Town hereby grants to the User Groups permission to enter, establish, maintain, groom, enforce, sign, and use that portion of Town-owned lands indicated in Schedule "A" for the purpose of establishing and operating a Shared Use Trail.

1.2 For the purposes of this MOU, Shared Use Trail is defined as a trail that permits more than one type of trail user at the same time or during different seasons and shall include pedestrians, cyclists, skiers, and Off Highway Vehicles as defined by the *Off-highway Vehicles Act. R.S., c.323, s.1.*

**2. Term**

2.1 Unless terminated or suspended, this MOU is valid for a period of one year, starting \_\_\_\_\_, and ending \_\_\_\_\_, and may be renewed subject to a review process to be determined by the Town.

**3. Termination or Suspension**

3.1 The Town may terminate or suspend this MOU at any time for any reason whatsoever following thirty (30) days written notice to the User Groups. All parties agree; however, that prior to terminating or suspending this MOU, mutual consultation and concerted effort will be made to seek a resolution.

3.2 The Town may terminate or suspend any individual party to this MOU at any time for any reason whatsoever following thirty (30) days written notice to the User Groups. Termination or suspension by the Town of any individual party to this MOU does not extend to the other parties. All parties agree; however, that prior to terminating or suspending any party to this MOU, mutual consultation and concerted effort will be made to seek a resolution.

3.3 The Town or the User Groups with permission from the Town, following notification of all parties, may close the Shared Use Trail, or any specific portion of the Shared Use Trail or related site, for a period which may be specified or indefinite, for any reason whatsoever. The Town and the User Groups shall promptly cooperate in the closure and the Town shall not be liable for any damage, expense or loss the User Groups may incur as a result of the closure.

3.4 Upon termination of this MOU, the Town may request, within a specified time period, that the User Groups remove any or all of the structures, fixtures, signage, facilities, and works which have been installed by the User Groups. Any such structures, fixtures, signage, facilities, and works not removed within the specified time period shall become the property of the Town and no compensation shall be payable to the User Groups.

**4. Liability and Insurance**

4.1 The Town shall not be liable for any injury or damage (including death) to the person or for the loss of or damage to the property of the User Groups attributable in any way to the performance of any act under this MOU.

4.2 The User Groups shall at all times indemnify and save harmless the Town, its officers, employees or agents, from and against all claims, demands, losses, costs, debts, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted, or from anything done or omitted by the User Groups, in any manner based upon, occasioned by or attributable to the execution of this MOU, unless such claims, etc.,

result from the negligence of any officer, employee or agent of the Town while acting within the scope of his or her duty or employment.

4.3 The User Groups, acting together or separately, shall provide and maintain during the term of this MOU General Liability insurance covering bodily injury, personal injury or death to any person and property damage, with the Town of Amherst named as an insured party. The minimum limit of coverage shall not be less than \$2,000,000 with respect to each occurrence or accident, \$2,000,000 annual aggregate on an occurrence (not claims made) basis.

4.4 The User Groups, acting together or separately, shall provide a certificate of insurance confirming the Town as an insured party to the policy, and shall provide thirty (30) days written notice to the Town should said policy or policies be cancelled.

## **5. Use of Third Party Lands**

5.1 Where the route shown in Schedule 'A' requires access over lands not owned by the Town, the User Groups, acting together or separately, shall provide to the Town written confirmation of permission to access said lands.

5.2 Permission to access lands not owned by the Town must be for the purpose of operating a Shared Use Trail that includes use by non-motorized users.

## **6. Construction and Commencement**

6.1 Any construction project on Town owned lands shall require prior approval by the Town.

## **7. Signage**

7.1 The User Groups must submit to the Town a signage plan. The User Groups are responsible for posting and maintaining signs at the usual point of access, at all road crossings, and at any other hazards to warn users and users of the road crossings. At usual points of access, particularly at 'trail head' locations, signs must be erected to indicate that the route is a Shared Use Trail and stress desired behaviour of riders and clearly communicate which uses are allowed on the Shared Use Trail.

7.2 Signs shall be erected at regular intervals indicating the speed limit, as determined by the Town of Amherst Traffic Authority.

## **8. Ongoing Operation**

8.1 All costs associated with the ongoing operation, maintenance, enforcement and use of Town owned lands subject this MOU shall be at the User Group's expense. The User Groups shall be responsible for providing all needed equipment, labour and materials to maintain the subject lands to ensure safe conditions.

8.2 During the period of the MOU the User Groups shall report to the Town immediately any damage, unauthorized entry or unsafe conditions at any of the lands subject to this MOU of which the User Groups have knowledge, whether or not such damage, unauthorized entry or condition was caused by the User Groups.

8.3 The User Groups shall actively work with the Town to minimize or mitigate any nuisance or damage to adjacent lands, whether Town owned or third party owned.

8.4 The User Groups acknowledge that different trail users may have different trail standard requirements, and that no individual user group shall have the authority through this MOU to impose standards on another user group.

## **9. Shared Use Trail User Responsibilities**

9.1 Operators of off-highway vehicles on the Shared Use Trail shall:

- a) be a member in good standing of an approved Provincial Association, and / or have an approved trail permit;
- b) obey the posted speed limit and any other signage;
- c) not operate an off-highway vehicle if the noise level of the vehicle is higher than the level originally set by the manufacturer as per section 15A of the Off-Highway Vehicles Act;
- d) not be in violation of any other section of the Off-highway Vehicles Act, including but not limited to requirements for: training, license, registration, and insurance; and,
- e) comply with all applicable Federal, Provincial, and Municipal laws and regulations;

## **10. Enforcement**

The User Groups shall, in cooperation with the appropriate authorities, submit a plan to promote safety and compliance.

## **11. Assignment**

The User Groups agree that it may not assign nor transfer their rights and status under this MOU without the prior written consent of the Town, which consent may be withheld at the sole discretion of the Town.

SIGNED, SEALED AND DELIVERED

FOR THE TOWN OF AMHERST

FOR THE ATV CLUB

FOR THE SNOWMOBILE CLUB

FOR THE TRAIL SOCIETY

## SCHEDULE "A"



### 6. INFORMATION / DISCUSSION ITEMS

### 7. INTERNAL COMMITTEE REPORTS

### 8. EXTERNAL COMMITTEE REPORTS

#### 8.2. Cumberland YMCA

Deputy Mayor Christie presented the report on behalf of the YMCA Board.

#### 8.3. Cumberland Joint Services Management Authority

Councillor Rhindress presented the CJSMA report included in the agenda.

### 9. ADJOURNMENT

**Moved By: Councillor Jones**  
**Seconded By: Councillor Byrne**  
**To adjourn at 7:55 PM**

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Gregory D. Herrett, CPA, CA  
 Town Clerk and CAO

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David Kogon, MD  
 Mayor