

# TOWN OF AMHERST

## Regular Council Meeting Minutes

**Date of Meeting:** Monday, December 19, 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  
 Ian Naylor, Police Chief  
 Vince Arbing, Treasurer  
 Bill Schurman, Director Recreation  
 Greg Jones, Fire Chief  
 Rebecca Purdy, Executive Assistant  
 Andrew Fisher, Planning & Economic Development

**Others Present:** Madelynn Carter, Junior Mayor - AYTC

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### 1. CALL TO ORDER

Mayor Kogon called the meeting to order at 7:00 PM. He introduced Elle Stubbert, a grade three student at Spring Street Academy who led the singing of the National Anthem, and Madelynn Carter, the Junior Mayor from the Amherst Youth Town Council.

### 2. O'CANADA

### 3. HEARINGS/PRESENTATIONS/PETITIONS

#### 3.1. Barry Patriquin - Employer Engagement Specialist (4088)

Barry Patriquin, Employer Engagement Specialist with CANSA, a Nova Scotia Works Employment Services Centre, made a presentation to Council on the programs, services and tools available to employers throughout the region through Nova Scotia Works. A copy of his PowerPoint presentation is included in the post-meeting agenda.

### 4. APPROVAL OF AGENDA/MINUTES

#### 4.1. Approval of the Agenda (4137)

Moved By: Councillor MacKenzie  
 Seconded By: Councillor Byrne  
 To approve the agenda

**Motion Carried**

#### 4.2. Approval of Minutes - November 28, 2016 Regular Meeting (4138)

Moved By: Councillor Blanch  
 Seconded By: Councillor Rhindress  
 That Council approve the minutes of the November 28, 2016 regular meeting

**Motion Carried**

5. REQUESTS FOR DECISION

5.1. Fuel Tender (4075)

Moved By: Deputy Mayor Christie

Seconded By: Councillor MacKenzie

That Council award the tender for the provision of fuel products to be used in Town of Amherst and CJSMA buildings, vehicles and equipment to Bluewave Energy at their low supplier's margin price of \$0.03/Liter for gasoline, \$0.03/Liter for diesel and \$0.045/Liter for furnace oil

Motion Carried

5.2. Facility Naming Policy (3590)

Moved By: Councillor Rhindress

Seconded By: Councillor Byrne

That Council approve the Naming Public Lands and Town Owned Facilities Policy, number 2000-03

Motion Defeated 2-5

Opposed: D/Mayor Christie, Councillors Blanch, Byrne Jones and MacKenzie

Moved By: Councillor Blanch

Seconded By: Councillor MacKenzie

That the policy be referred back to staff for further revisions, to make it more concise and clear

Motion Carried 5-2

Opposed: Councillor Jones and Councillor Rhindress

5.3. Water Rates Study (2084)

Moved By: Councillor Byrne

Seconded By: Councillor Rhindress

That Council approve the Town of Amherst Water Utility's application to the Nova Scotia Utility and Review Board for changes in its rates for water and water service, fire protection to the Town of Amherst and changes to its rules and regulations for customers served by the Utility, as set out in the Water Rate Study prepared by G. A. Isenor Consulting Limited in association with Blaine S. Rooney Consulting Limited

Motion Carried

5.4. Little League Baseball - Funding from Christie Foundation (4072)

Moved By: Councillor Jones

Seconded By: Councillor Blanch

That Council approve the request to receive a donation of \$10,000 from the Christie Foundation to fund a corresponding contribution to Amherst Little League Baseball in the amount of \$10,000

Motion Carried

5.5. Multi-Use Trail - Amendment to Memorandum Of Understanding (3138)

Moved By: Councillor MacKenzie

Seconded By: Councillor Jones

That Council adopt the revised 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

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.

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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 User Groups, acting together or separately, may terminate their involvement in this MOU at any time for any reason whatsoever following thirty (30) days written notice to all parties.

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 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.

4.2 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, excluding regular maintenance from normal wear and tear.

## **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, in consultation with the User Groups.

## **8. Ongoing Operation**

8.1 The ongoing operation, maintenance, and use of Town owned lands subject to 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 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;

9.2 Non-motorized users of the Shared Use Trail shall obey all posted signs.

**10. Safety**

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 they may not assign nor transfer their rights and status under this MOU.

SIGNED, SEALED AND DELIVERED

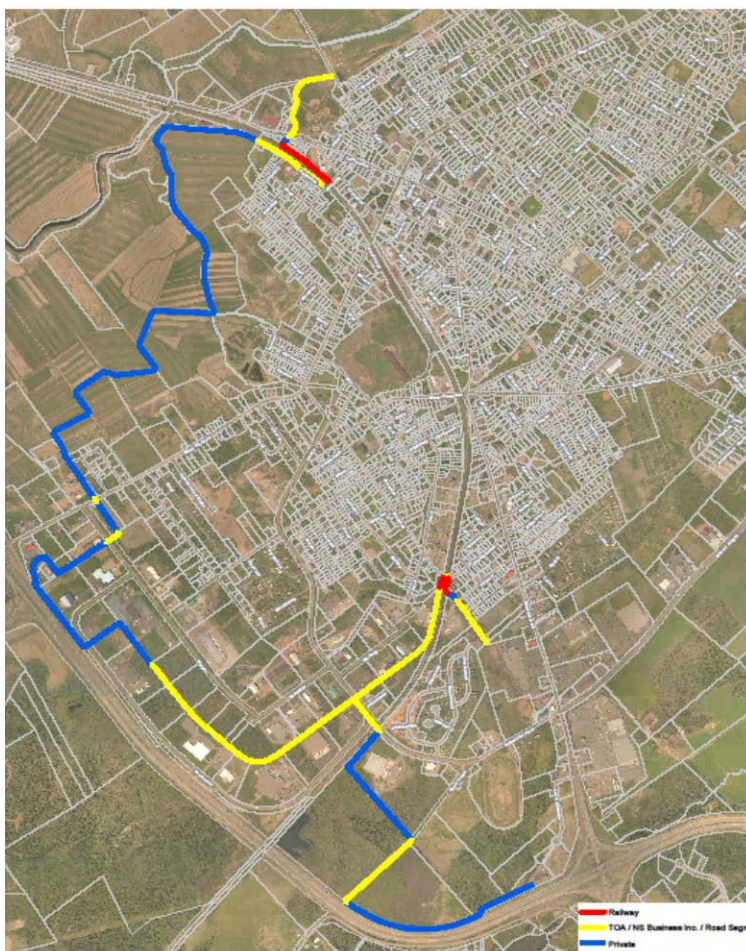
FOR THE TOWN OF AMHERST

FOR THE ATV CLUB

FOR THE SNOWMOBILE CLUB

FOR THE TRAIL SOCIETY

**SCHEDULE 'A'**



**6. INFORMATION / DISCUSSION ITEMS**

**6.1. Letter from Hon. Leo Glavine, Minister of Health and Wellness (3945)**

Mayor Kogon reported on the letter received from the Minister of Health and Wellness, providing written confirmation of the lack of any plans the Province has to change the status of the Cumberland Regional Health Care Centre. The Minister will be attending a public meeting with the community on January 5 at 7:00 PM at the Amherst Fire Hall.

**7. INTERNAL COMMITTEE REPORTS**

**7.1. Amherst Youth Town Council (4145)**

Junior Mayor Madelynn Carter presented the report of the Amherst Youth Town Council and addressed comments and enquiries from members of Council. The Terms of Reference for the Youth Council is presently being reviewed; Council appointees to AYTC will be made once that is complete.

**8. EXTERNAL COMMITTEE REPORTS**

**8.1. Cumberland Joint Services Management Authority & Northern Region (4146)**

Councillor Rhindress presented the report on behalf of the CJSMA and Northern Region and addressed comments and enquiries from members of Council. The CAO explained the Efficiency Study currently underway at the provincial level, and the need to develop a new cell at the local (CJSMA) level. The CJSMA Board will discuss at its January meeting the decision to proceed with the new cell against the possibility that the results of the Province's study are toward regionalization.

**9. ADJOURNMENT**

**Moved By: Councillor Jones**  
**Seconded By: Councillor Rhindress**  
**To adjourn at 7:45 PM**

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

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David Kogon, MD  
Mayor