

Regular Council Meeting

Minutes

Date of Meeting: Monday, September 23, 2013
Location: Council Chambers, Town Hall
Members Present: Mayor Robert Small
 Deputy Mayor George Baker
 Councillor Frank Balcom
 Councillor Robert Bird
 Councillor Lisa Emery
 Councillor David March
 Councillor Terry Rhindress
Staff Present: Greg Herrett, CAO
 Vince Arbing, Treasurer
 Roger MacIsaac, Director CED
 Jason MacDonald, Director of Planning
 Ben Pitman, Director TPW
 Bill Crossman, Fire Chief
 Ian Naylor, Acting Police Chief
 Rebecca Purdy, Executive Assistant
 Kim Jones, Policy and HR

1. CALL TO ORDER

2. O'CANADA

3. HEARINGS / PRESENTATIONS / PETITIONS

3.1. Elizabeth Cooke-Sumbu re CANSA

The presentation is included in the agenda package. It was a narration of CANSA's contributions to the community and the changing direction as a Careers Nova Scotia Centre.

3.2. Provincial Youth Award - Forest Dawe

Mayor Small presented a certificate recognizing Forest Dawe as a recipient of the Provincial Youth Award, on behalf of the Province.

3.3. Michelle Hicks re cats

Michele Hicks made a presentation related to the over population of feral cats in the community. Her organization is seeking Council's recognition that this is a community problem, a commitment from Council to help to work towards a solution (suggested establishing a committee to come up with a strategy), a subsidized spay/neuter program, and financial assistance.

4. APPROVAL OF AGENDA/MINUTES

4.1. Amendments to the Agenda

4.2. Approval of the Agenda

Moved By: Deputy Mayor George Baker
Seconded By: Councillor David March
 That the agenda be approved as circulated.

Motion Carried

4.3. Approval of Minutes

Moved By: Councillor David March
Seconded By: Councillor Terry Rhindress
 That the minutes of the June 24, July 12, July 29, August 29 and September 18, 2013 meetings of Council be approved as circulated.

Motion Carried

5. REQUESTS FOR DECISION

5.1. MOU - Town, County, Ramblers

Moved By: Councillor Robert Bird

Seconded By: Councillor David March

That Council approves entering into a Memorandum of Understanding with the County of Cumberland and the Amherst Jr. "A" Ramblers, and authorizes the Mayor to sign the agreement on behalf of the Town.

Motion Carried

Memorandum of Understanding between The Town of Amherst, hereinafter called "The Town" and The Municipality of the County of Cumberland, hereinafter called "The Municipality" and The Amherst Jr. A Ramblers Hockey Club, hereinafter called "The Ramblers"

RECOGNIZING that cooperation is of mutual benefit; and RECOGNIZING a common objective of The Town, The Municipality and The Ramblers to promote sports and entertainment opportunities for all residents of Cumberland County, entice visitors to our community, encourage economic development through the promotion of sports and entertainment, and to make Amherst and Cumberland an even more attractive place for all;

RECOGNIZING the direct economic impact of the Ramblers is in excess of \$400,000 and the overall impact including value to business in the County is estimated at over 1 million dollars;

AND RECOGNIZING that investment in development of players and the Rambler organization is a crucial component of long term sustainability and financial viability of the Ramblers;

NOW THEREFORE, all parties agree as follows:

1. The Town and the Municipality shall provide funding for the 2013/14 Maritime Hockey Season to the Ramblers in the total amount of \$20,000 with each contributing \$10,000.
2. The Ramblers will use the funding provided for the purpose of ongoing development of the players and the organization with the goal of ensuring the ongoing sustainability and financial viability of the Ramblers without continued direct funding from the Town and the Municipality.
3. By January 31st, 2014 and again by January 31st, 2015 the Ramblers will develop and submit to the Town and the Municipality a business plan for at least the following two years. The Town and the Municipality will consider funding the Ramblers again in the amount of \$10,000 each for each of the 2014/15 and 2015/16 Hockey Seasons if the plans support continued progress towards a sustainable and financially viable organization without continued direct financial support from the Town and the Municipality.
4. The Ramblers will provide the Town and the Municipality with a complete report on the previous year and current financial status of the organization, prepared by a Chartered Accountant, along with the business plans referred to above.
5. The Ramblers will publicly recognize the contributions of the Town and the Municipality by arranging a public presentation of the cheques, incorporating their municipal crests in the ice at the Amherst Stadium, recognizing them in programs, and other such promotional opportunities.
6. This Memorandum of Understanding may only be modified by mutual consent of the parties, in writing.

Entered into at Amherst, Nova Scotia on the _____ day of _____, 2013

5.2. Inter-Municipal Emergency Services Agreement

Moved By: Councillor Lisa Emery

Seconded By: Deputy Mayor George Baker

That Council approves entering into the Regional Emergency Management Agreement with the other municipal units in Cumberland County, and authorizes the Mayor and CAO to sign the agreement on behalf of the Town.

Motion Carried

Inter-Municipal Emergency Services Agreement

THIS AGREEMENT is made in five copies this 1st day of October, 2013 **AMONG:** The **MUNICIPALITY OF THE COUNTY OF CUMBERLAND**, a municipal body corporate pursuant to the Municipal Government Act; -and- The **TOWN OF SPRINGHILL**, a municipal body corporate pursuant to the Municipal Government Act; -and- The **TOWN OF OXFORD** a municipal body corporate pursuant to the Municipal Government Act; -and- The **TOWN OF PARRSBORO** a municipal body corporate pursuant to the Municipal Government Act; -and- The **TOWN OF AMHERST** a municipal body corporate pursuant to the Municipal Government Act; hereinafter called the "Parties.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Purpose of this inter-municipal services agreement, hereafter called the "Agreement" is to provide for a coordinated response to an emergency occurring within Cumberland County, including the Municipality of the County of Cumberland, the Town of Springhill, the Town of Oxford, the Town of Parrsboro and the Town of Amherst, referred to in this Agreement as the "region".
2. This Agreement also provides for the Parties to render mutual aid with respect to personnel and equipment during an emergency.
3. This Agreement is to provide for the joint provision of services and facilities by the municipal units in the region pursuant to Part III - 60 (1) of the Municipal Government Act and section 10 (2) {c} of the Emergency Management Act.
4. The planning for and coordination of emergency service delivery during a real or imminent emergency as defined by the Emergency Management Act shall be provided by the Regional Emergency Management Organization, referred to in this Agreement as the REMO.
5. The REMO shall consist of a Regional Emergency Management Advisory Committee, Regional Emergency Management Planning Committee and the Regional Emergency Management Coordinator.
 - a. The Regional Emergency Management Advisory Committee shall be responsible for the direction and management of emergency preparedness activities within the region and to advise the appointing Councils pursuant to section 10 (1) {d} of the *Emergency Management Act*.
 - b. Each party to this agreement shall appoint to the Regional Emergency Management Advisory Committee two (2) members of its Council, one of whom shall be the Mayor or Warden.
 - c. Members of the Regional Emergency Management Advisory Committee are appointed for the same term of office as the Council that appoints them and hold office until their successors are named. (subject to i. above)
 - d. In the event of a vacancy occurring, the Council that appointed the member shall appoint a replacement within six weeks after the vacancy occurs.
 - e. The first appointments to the Regional Emergency Management Advisory Committee shall be made by each Council within four weeks after the date of this Agreement.
 - f. The Regional Emergency Management Planning Committee shall be responsible for recommending policy and procedures to the Regional Emergency Management Advisory Committee for maintaining a reasonable state of preparedness for emergencies and shall consist of representatives of emergency services and other agencies which may have direct operational responsibilities in an emergency.
 - g. Each party to this agreement shall appoint staff members, or where it is appropriate volunteer agency representatives, to the Regional Emergency Management Planning Committee.
 - h. The Regional Emergency Management Coordinator (REMC) shall chair the Regional Emergency Management Planning Committee.
 - i. All parties agree that the Regional Emergency Management Coordinator shall be an employee of the Municipality of the County of Cumberland and shall serve as the staff member of REMO.
 - j. Should the position of the Regional Emergency Management Coordinator become vacant, it will be the responsibility of the CAO of the Municipality of the County of Cumberland to fill the vacancy in accordance with the hiring policies of the Municipality of the County of Cumberland. The selection committee shall consist of the CAOs of the participating municipalities.
 - k. The Parties agree that each Municipality shall appoint a staff member to act as a liaison with the REMC.
6. The REMO shall be the organization directly responsible for the control and conduct of emergency response operations according to the plans and procedures adopted by the parties from time to time. When the capacity of REMO is exceeded, or is likely to be exceeded, REMO will activate support from other agencies in accordance with formal or informal arrangements.

7. The REMO is authorized to operate, maintain and manage physical facilities for emergency activities both at the scene of the emergency and at a centralized coordination facility.
8. The REMO is empowered to acquire or contract for the use of equipment, facilities and personnel necessary or advisable to carry out the responsibilities assigned to it by this Agreement.
9. The REMO may contract with any person or organization, including a municipal unit and a municipal unit which is party to this agreement, for the provision of any service or facility necessary or advisable to carry out the responsibilities assigned to the REMO by this Agreement.
10. Any capital asset created or acquired by the REMO shall be owned jointly by the parties in the proportion they currently contribute except for assets contributed by a particular municipality and those assets shall remain the property of that municipality.
11. The REMO shall establish its own rules of procedure.
12.
 - a. The Regional Emergency Management Advisory Committee shall annually name one of its members to be chair and one to be vice-chair, to act in the absence or incapacity of the chair.
 - b. The chair or other person presiding shall vote on every question before the Regional Emergency Management Advisory Committee.
 - c. The Regional Emergency Management Advisory Committee shall appoint a person to be secretary of the REMO.
13.
 - a. The Parties recognize that an emergency may require the sharing or redeployment of personnel and equipment in order to save lives or minimize damage to property or the environment, and undertake to provide personnel and equipment as deemed appropriate by the Regional Emergency Management Advisory Committee and recommended by the Regional Emergency Management Planning Committee.
 - b. Any cost associated with the deployment of resources will be borne by the responding municipality.
 - c. Other resources that may be required by REMO during an emergency will be cost shared as per the finding formula in section 14.
14. The parties shall share the cost of operations of the REMO based on the following formula:
 - a. The participating units will contribute a base amount of \$1,500, with the balance of the budget cost shared based on 50% uniform assessment and 50% population for the participating municipalities.
 - b. Municipalities interested in joining the REMO will be required to contribute a base amount of \$2,500 in the first fiscal year of such participation.
15. REMO shall have its budget submitted to the municipal units so it may be approved by March 1 of that fiscal year.
16. The actual dollar contribution of the Municipalities shall be based on the annual budget of the REMO. Operating surpluses and deficits will be included in the following years' budget.
17. The Municipality of Cumberland will invoice the other contributing Municipality(s) for their portion of the approved budget.
18. In the event the REMO requires additional money for capital or operating purposes, any such increase shall be approved by the parties or such of them as agree to contribute.
19. The Municipality of Cumberland shall also be the unit responsible to look after the financial arrangements for REMO.
20. The Municipality of Cumberland shall have the REMO included in its liability insurance policy.
21. Individual participating units commit to providing the appropriate resources for staff training and municipal specific equipment and supplies necessary for EMO preparedness.
22. The fiscal year of the REMO shall be from April 1 to March 31 of the following year.
23. Each Municipal Party's participation in this Agreement is conditional on that party passing a complementary by-law respecting the coordinated response to an emergency pursuant to the Emergency Management Act
24. This Agreement has effect from October 1, 2013 until March 31, 2018 and thereafter from year to year unless otherwise agreed by all Parties, provided any Municipality may withdraw pursuant to section 25.

25. Any Municipal Party may withdraw from this agreement by giving written notice to the other parties not less than one year prior to the intended withdrawal date, which must be March 31st of the applicable year.
26. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the REMO incurred up to the date of the withdrawal and any severance, penalty or other costs necessarily incurred by the REMO as a result of the withdrawal.
27. Any party withdrawing from this Agreement shall not be entitled to compensation for assets owned jointly by the participating municipalities.
28. Upon dissolution of the REMO by unanimous consent of the parties, the assets of the REMO are vested in the parties and the parties are responsible for the liabilities of the REMO in proportion to the amounts contributed by the parties.
29. Each party shall indemnify its representatives from any liability that may arise as a result of that member acting as a member of the REMO.
30. If any disagreement arises among the parties as to the proper interpretation of this agreement that cannot be resolved, the parties shall submit the area of disagreement to an arbitrator as provided by the Arbitration Act.
31. This Agreement is governed by the laws of Nova Scotia.

IN WITNESS WHEREOF the parties hereto have this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals the day and year first above (see section 23).

5.3. Regional Emergency Management Bylaw

Moved By: Councillor Frank Balcom

Seconded By: Councillor Terry Rhindress

That Council approves first reading of the Regional Emergency Management Bylaw.

Motion Carried

REGIONAL EMERGENCY MANAGEMENT BY-LAW

A By-law to Provide for a Prompt and Coordinated Response to a Local Emergency

The Council of the Town of Amherst under the authority vested in it by the Municipal Government Act, R.S.N.s. 1999, and the *Emergency Act*, R.S.N.S. 1990, C.9, s. 10, enacts as follows:

SHORT TITLE

1. This By-law may be cited as the "Regional Emergency By-law."
2. In this By-law,
 - a. "Act" means the *Emergency Act, R.S.N.S. 1990, c.8*;
 - b. "Agreement" means the inter-municipal emergency services agreement among the Municipality of the County of Cumberland, the Town of Amherst, the Town of Springhill, the Town of Parrsboro and the Town of Oxford, pursuant to Section 10(2) of the Act, dated July 31, 1990 and as amended from time to time.
 - c. "Council" means the Council of the Town of Amherst.
 - d. "Councils" means the councils of the Municipality of the County of Cumberland, the Town of Amherst, the Town of Springhill, the Town of Parrsboro and the Town of Oxford.
 - e. "Councillor" means a member of the Council.
 - f. "Director" means the Executive Director of the Nova Scotia Emergency Organization.
 - g. "Emergency" means a present or imminent event which requires the prompt co-ordination of action or regulation of persons or property to be undertaken to protect property or the health, safety or welfare of people.
 - h. "Minister" means the member of the Executive Council to whom is assigned the administration of the Act and Regulations;
 - i. "Emergency Plans" means plans, programs or procedures prepared by the Regional Emergency Organization (REO) that are intended to mitigate the effects of an emergency or disaster and to provide for the safety, health or welfare of the civil population and the protection of property in the event of such an occurrence.

- j. "Regional Unified Command Group (RUCG) means the group established by the Agreement to plan for and be responsible for the executive direction and management of emergency activities.
- k. "Regional Emergency Co-ordinator" (REC) means the person appointed to serve as the staff person in accordance with the Agreement.
- l. "Regional Emergency Organization" (REO) means the Organization established as per the Agreement.
- m. "Regional Emergency Planning Committee" (REPC) means the Committee responsible to recommend policy to the Regional Unified Command Group.
- n. "State of Emergency Regulations" means regulations approved by the Governor in Council by Order in Council 92-61, Regulation 17/92, as amended from time to time.
- o. "State of Local Emergency" means a state of local emergency declared by the Council of a participating municipality pursuant to the Act or by a Mayor or Warden in the event Council cannot be assembled in a timely manner or renewed pursuant to the Act and Regulations made pursuant thereto and this By-law.

REGIONAL EMERGENCY ORGANIZATION

- 3. The Council hereby agrees to the establishment of a Regional Emergency Organization in accordance with the Agreement.
- 4. The Regional Emergency Organization shall consist of the following persons and Committees:
 - a. A Regional Unified Command Group
 - b. A Regional Emergency Coordinator; and
 - c. A Regional Emergency Planning Committee

REGIONAL UNIFIED COMMAND GROUP

- 5. Council shall appoint the senior elected municipal official, and a suitable alternate, to the Regional Unified Command Group in accordance with the Agreement for such term as the Agreement provides.
- 6. The Regional Unified Command Group shall
 - a. be responsible for directing and overseeing the development of the regional emergency measures plan;
 - b. brief Council(s) on the development of these plans;
 - c. recommend the declaration of a State of Local Emergency to the Council(s) of participating municipalities as required or in the event such Council(s) cannot be assembled in a timely manner the senior elected official of the affected municipality(s) or any senior elected member of the Unified Command Group may declare such a state in accordance with the Act;
 - d. be responsible for the Executive direction and management of emergency activities during a State of Local Emergency;
 - e. with the approval for the Minister, recommend the renewal of a State of Local Emergency;
 - f. brief Council(s) on developments during a State of Local Emergency;
 - g. recommend the termination of a State of Local Emergency;
 - h. ensure a copy of any signed declaration of a state of local emergency is delivered to the Minister and the Director;.

REGIONAL EMERGENCY COORDINATOR

- 7. The Regional Emergency Coordinator shall be appointed in accordance with the Agreement.
- 8. The Regional Emergency Coordinator shall be paid for work incurred under this By-law in accordance with the Agreement.
- 9. The Regional Emergency Coordinator shall:
 - a. chair the Regional Emergency Planning Committee;
 - b. coordinate and prepare regional emergency measures plans;
 - c. following the declaration of a State of Local Emergency, prescribe necessary duties to be fulfilled by employees, servants and agents of the Municipalities;
 - d. perform such duties as may be required by the Unified Command Group or as provided for in the Agreement.

REGIONAL EMERGENCY PLANNING COMMITTEE

10. Each party shall appoint an appropriate local municipal emergency management coordinating representative to the Regional Emergency Planning Committee as the Agreement provides.
11. Each party shall appoint an appropriate local municipal emergency management coordinating representative to the Regional Emergency Planning Committee as the Agreement provides.
12. The provision of appropriate representatives and their alternates to the REMPC will be coordinated by the REMC. The Regional Emergency Planning committee shall include, but not be limited to, persons responsible during an emergency to provide:
 - i. community services;
 - ii. law enforcement
 - iii. fire-control;
 - iv. engineering services;
 - v. health services;
 - vi. public information;
 - vii. transportation;
 - viii. communications;
 - ix. hospital
 - x. utilities;
 - xi. financial services;
 - xii. legal services

13. The Regional Emergency Planning Committee shall:

- a. assist the Regional Emergency Coordinator in the preparation and co-ordination of regional emergency measures plans;
- b. advise the Unified Command Group as required on the development of regional emergency measures plans;
- c. upon request, assist the Regional Unified Command Group in the briefing of Councils on the development of regional emergency plans;
- d. assume Incident Command System (ICS) duties within any Regional Emergency Operations Centre (EOC) that might be established in response to an emergency requirement in the region.

AGREEMENTS

14. The Council hereby agrees that the Regional Unified Command Group may enter into agreements with the Government of Canada, the Province of Nova Scotia, a municipality, city or town, or any other agency or any person. In the event any such agreement may involve financial costs the agreement will require ratification by all participating REO Municipalities.
15. The Council may appropriate and expend monies:
 - a. to pay reasonable expenses of members of the Regional Unified Command Group, the Regional Emergency Coordinator and the Regional Emergency Planning Committee; and
 - b. to fulfill the terms and conditions of any agreements as per Section 14.

DUTIES DURING A STATE OF LOCAL EMERGENCY

16. Following the issuance of a declaration under Section 6, and for the duration of the State of Local Emergency:
 - a. every Councillor shall keep the Mayor posted respecting their whereabouts;
 - b. every employee, servant and agent of the Municipality who has a key role to play in such emergencies as identified in the regional emergency measures plans shall:
 - i. advise the Regional Emergency Coordinator of their whereabouts; and
 - ii. fulfil such duties as may be prescribed by the Regional Emergency Coordinator.

REPEAL

17. Amherst Emergency Measures By-Law, C-8, adopted by Council on February 16, 2004 and approved by the Minister, Emergency Management Office (NS), and amended by Council on September 29, 2008 and approved by the Minister, Emergency Management Office (NS) on October 29, 2008, is hereby repealed.

5.4. Leased Land Community Bylaw

Moved By: Councillor David March

Seconded By: Councillor Frank Balcom

That Council approves second reading and enactment of the Leased Land Community Bylaw, P-8, which repeals and replaces the current Mobile Home Park Bylaw, D-9.

Motion Carried

TOWN OF AMHERST Leased Land Community Bylaw

Pursuant to Section 171 of the Municipal Government Act, **BE IT ENACTED** by the Council of the Town of Amherst as follows:

This Bylaw shall be known as the "Leased Land Community Bylaw". It shall apply to all areas within the Town of Amherst located in the Mini Home Park Zone where the property is operated as a Land Leased Community under the Town of Amherst Land Use Bylaw P-2.

1.0 DEFINITIONS

For the purposes of this Bylaw the definitions and interpretations given in this section shall govern.

- 1) **Council** means the Town Council of the Town of Amherst
- 2) **Development Officer** means the officer appointed by the Town of Amherst charged with the responsibility of administering the provisions of the Municipal Government Act and this Bylaw in accordance with said Act.
- 3) **Engineer** means the engineer of the Town, or their designate.
- 4) **Expansion** means any increase in the number of Manufactured Home Spaces
- 5) **Frontage** means the width of a Manufactured Home Space measured at the minimum setback from the street upon which the Space fronts
- 6) **Land Leased Community** means a residential development located in the Mobile Home Park Zone under the Town Land Use Bylaw, and not having a registered subdivision plan of individual Manufactured Home lots, that contains a minimum of twenty (20) Manufactured Homes, and shall also mean a Mini Home Park under the Town Land Use Bylaw
- 7) **Manufactured Home** means a dwelling unit that is installed and occupied in a location other than its place of manufacture, with a length to width ratio greater than 3:1 (length to width) and certified by the Canadian Standards Association prior to placement on the site as complying with the CAN/CSA-Z240 Series "Mobile Homes" at the time of manufacture, but shall not include recreational vehicles as defined in the CAN/CSA-Z240 RV Series or "Park Model Trailers" as defined by CAN/CSA-Z241 Series, and shall also mean Mobile/Mini Homes under the Town Land Use Bylaw
- 8) **Manufactured Home Space** means an area of land within a Land Leased Community designed to accommodate one (1) detached dwelling
- 9) **Operator** means the registered owner of the Land Leased Communities
- 10) **Private Street** means a street owned and maintained by an Operator
- 11) **Public Street** means a street owned and maintained by the Town as a public right of way
- 12) **Town** means the Town of Amherst.

2.0 PERMIT REQUIREMENTS

- 2.1 No development of a new Land Leased Community or expansion of an existing Land Leased Community shall commence or be otherwise undertaken without first having obtained a Development Permit issued in accordance with the Town Land Use Bylaw, this Bylaw, and the Town Subdivision Bylaw.
- 2.2 No Manufactured Home shall be present in a Land Leased Community or be otherwise located on a Manufactured Home Space without first having obtained a Building Permit.

3.0 STREETS AND INFRASTRUCTURE

- 3.1 Any new Land Leased Community, or an expansion of an existing Land Leased Community, shall conform to the Town Subdivision Bylaw, except where the subdivision of separate Lots is required under said Bylaw.
- 3.2 Any expansion of an existing Land Leased Community shall have direct access to a Public Street, water service, sanitary sewer service, and storm water services, and shall provide a turnaround area that satisfies the Subdivision Bylaw at the junction of the Public Street and Private Street.

- 3.3 The Owner of an existing Land Leased Community with Private Streets, water services, sanitary sewer services, and open spaces shall maintain said facilities for the life of the Land Leased Community.
- 3.4 All Private Streets shall have a minimum of one street light for every 60 metres of street.

4.0 LOCATION, SPACE, AND LAYOUT

- 4.1 Manufactured Home Spaces in a Land Leased Community shall abut a Private Street or Public Street, and shall have a minimum frontage of 15 metres, and a minimum area of 450 square metres.
- 4.3 Any new Manufactured Home, or any addition to an existing Manufactured Home, shall have a minimum setback of 6 metres from any other Manufactured Home, a minimum setback of 5 metres from any street, and a minimum setback of 5 metres from the outer property line of the Land Leased Community boundary that abuts private property.
- 4.4 Notwithstanding section 4.3, where a Manufactured Home has been located on a Manufactured Home Space prior to the effective date of this Bylaw having less the minimum setback from a street or another structure, another Manufactured Home may be located on the same Manufactured Home Space provided that there is no further encroachment into the minimum setback.
- 4.5 A maximum of one (1) Manufactured Home shall be permitted in a Manufactured Home Space.
- 4.6 Every structure accessory to a Manufactured Home shall conform to the Town Land Use Bylaw.
- 4.7 All existing Land Leased Communities shall maintain as open space a minimum of 5% of the total land area of the park, exclusive of streets. New Land Leased Community developments shall be subject to the Public Open Space requirements of the Town Subdivision Bylaw.
- 4.8 A Manufactured Home shall not be located in a Land Leased Community outside a Manufactured Home Space for a period of time longer than seven days.
- 4.9 All Manufactured Homes shall be provided with skirting to be constructed in accordance with the Canadian Standards Association's Recommended Practice for the Site Preparation, Foundation and Anchorage of Manufactured Homes within 60 days of locating on a Manufactured Home Space.
- 4.10 All Manufactured Homes located in a Land Leased Community shall have the following:
- a) a roof pitch of at least 1 to 4 (rise to run);
 - b) horizontal clapboard style siding; and,
 - c) a standard of construction in accordance with the Nova Scotia Building Code.

5.0 GENERAL REQUIREMENTS

- 5.1 Land Leased Communities and all dwellings therein shall conform to Town Bylaws and policies, and Part XV of the Municipal Government Act regarding Dangerous and Unsightly Premises.

6.0 PENALTIES

- 6.1 Any person who violates or fails to comply with any provision of this Bylaw shall be liable, upon summary conviction, to a penalty not less than Five Hundred Dollars (\$500.00) and not exceeding Ten Thousand Dollars (\$10,000.00) and in default of payment to imprisonment for a period not exceeding sixty (60) days.

7.0 REPEAL

The Town of Amherst Mobile Home Park Bylaw, D-9, adopted by Council on May 16, 1988 with amendments on August 15, 1988 and further amendments by the Minister of Municipal Affairs on September 7, 1988 is repealed as of the date this Bylaw takes effect.

5.5. Taxi Bylaw

Deputy Mayor Baker declared a conflict and excused himself from the Council table for discussion and decision on this agenda item.

Moved By: Councillor Lisa Emery

Seconded By: Councillor Frank Balcom

That Council approves second reading and enactment of the Bylaw Respecting the Transportation of Passengers for Hire, C-9 (Taxi Bylaw) and repeals the current Taxi Bylaw approved by Council on October 14, 1987 with amendments on February 29, 1989, 18 February 1991 and 1 December 1998.

Motion to Table:

Moved By: Councillor David March

Seconded By: Councillor Lisa Emery

That second reading of the Taxi Bylaw be tabled to the October meeting of Council, to enable taxi owners an opportunity to provide feedback.

**Motion Carried
Original Motion Tabled**

5.6. Salary Administration Policy

Moved By: Deputy Mayor George Baker

Seconded By: Councillor David March

That Council approves an amendment to the Salary Administration Policy #4530-01 to revise Appendix B to include a new term position of Marketing and Communications Officer.

Motion Carried

**SALARY ADMINISTRATION POLICY
APPENDIX B – JOB CLASSIFICATIONS**

NUMBER 04530-01

Job Classifications

APPENDIX B

Level 11	Director of Corporate Services Director - Community & Economic Development Director of Planning & Development Director of Transportation & Public Works Director of Emergency and Property Services
Level 10	Operations Manager
Level 9	Vacant
Level 8	Engineering Services Manager Planner Senior Building Official Information Systems Manager
Level 7	Community Program Director Transportation Foreman Accountant
Level 6	Executive Assistant - Executive Office Policy, Research and Human Resources Coordinator Firefighter/Inspector Business Development Officer Geographic Information Systems Technician Unsanitary Premises Administrator/Building Official 1 Procurement Coordinator
Level 5	Firefighters Executive Assistant Physical Activity Coordinator Revenue Officer Maintenance Supervisor - Recreation Facilities Payroll Officer
Level 4	Transportation & Public Works Clerk/Secretary Accounts Payable Clerk Water/Sewer Billing Clerk Arts, Culture and Heritage Coordinator Cashier/Receptionist - Corporate Services Marketing and Communications Officer – Term position
Level 3	Technology Assistant Dispatcher By-law Enforcement Officer Custodian – Town Hall
Level 2	Vacant
Level 1	Vacant

5.7. Community Support Grants Policy

Moved By: Councillor David March

Seconded By: Councillor Lisa Emery

That Council approves a new Community Support Grant Policy, #72000-08 as presented.

Motion Carried

COMMUNITY SUPPORT GRANTS POLICY

NUMBER 72000-08

POLICY STATEMENT:

1. Amherst Town Council directs the operation of the Town through its approved policies. Every year the Town receives more grant requests than it can fund. The purpose of this policy is to establish equitable guidelines for the distribution of limited amounts of funds to non-profit and charitable organizations in the community in a manner approved by Council. It is not the intent of this policy to fund activities of organizations that are clearly within the mandate of the Government of Nova Scotia or the Government of Canada (e.g. health, social services, housing).
2. This program does not govern the following, which are separately administered:
 - * Tax Exemption for Non-Profit Organizations (full and partial tax exemption by-laws);
 - * Residential Property Tax Rebates (low-income homeowners).

AUTHORITY

3. Authority is provided under Section 65, *Municipal Government Act*, as amended.

APPLICATIONS FOR ASSISTANCE

4. All grant applications shall normally be submitted on the form provided by the Town. The Town of Amherst will not consider requests received as part of general (mass) mailing or telemarketing campaigns. Applications will be considered from groups that have had satisfied conditions and obligations from previous grants awarded to them and provided sufficient proof of their non-profit status. Funding applications will not be considered from the following:
 - ✓ Businesses
 - ✓ Hospitals, medical programs, treatment services or social services programs.
 - ✓ School Boards or quasi government organizations
 - ✓ Non-profit organizations for the purpose of funding accumulated deficits.
 - ✓ Organizations with political affiliations

Funding will not normally be provided to religious organizations where services include the promotion or required adherence to a particular belief.

Funding will also not normally be provided to fund raising campaigns of national charitable organizations.

Applicants are encouraged to submit applications to the Town of Amherst prior to January 31st if possible in order to address the schedule under the Towns budget process.

SPECIAL CONSIDERATION

5. The current level of financial support to the Amherst Food Assistance Network, Cumberland Early Intervention Program, Sexual Health Centre for Cumberland County and Cumberland County Transition House (Autumn House) will be continued. While the intent of the policy is not to fund social service type organizations, support to these projects will be continued. Further applications requesting financial assistance in this category will not be considered. Funding for 2014 in the amount of \$1000 and 2015 in the amount of \$500 for the Amherst Bantam Baseball Association will be confirmed under this policy though the annual budget process.

POLICY COMPONENTS

6. A) Community Support Grants

A Community Support Grant is a grant to fund a project, program or activity that provides support to:

- Arts Culture and Heritage Activities
- Youth
- Seniors
- Community Spirit and Wellness

Maximum funding considered under this component will be \$500 per request.

B) **Recreation and Physical Activity Grants and Assistance**

- (1) Indirect Recreation Programming Support (through reduced rental rates for Town-owned facilities):

Amounts may be appropriated under this program only when it provides an organized recreational opportunity through an organization recognized and registered with its relevant provincial umbrella (e.g. Hockey Nova Scotia). Support currently provided to the following organizations will be continued:

- Cumberland County Minor Hockey Association
- Amherst Skating Club

- (2) Direct Recreation Programming Support

Amounts may be appropriated under this program only when the organization provides an organized recreational opportunity through an organization recognized and registered with its relevant provincial umbrella organization. Support currently provided to the following organizations will be continued:

- Fundy Youth Soccer Association (Payment of Property Taxes)
- The current funding for Amherst Little League will continue and be included in our operations budget each year under Program Youth.
- The current funding for Amherst T-ball will continue and be included in our operations budget each year under Program Youth.

- (3) Financial Assistance to Teams Traveling to Provincial, National and International Competition

Amounts may be appropriated under this program only when the team or individual applying meets the following applicable criteria:

- The team/individual has been successful at a regional qualifying competition recognized by its relevant provincial or national umbrella organization (e.g. Hockey Nova Scotia or Skate Canada).
- The team is located in the Town of Amherst and is considered by the provincial or national umbrella organization to be the home for the team.
- Individuals playing for an Amherst Team do not qualify for funding support. Only the team qualifies to apply for funding.
- The individual is competing as an individual and has their principal residence in the Town of Amherst.

Maximum funding considered under this component will be \$500.00 for a team and \$250 for an Individual.

- (4) Financial Assistance for hosting Invitational, Provincial and National Tournaments.

An organization or team hosting an Invitational Tournament in the Town of Amherst qualify for funding support under this policy.

Maximum funding considered will be \$250.00 for the host team or organization.

Organizations who have successfully applied to host a Provincial or National Tournament in the Town of Amherst qualify for funding under this policy.

Maximum funding considered will be \$500.00 for the host organization.

C) **Festivals and Events Grants**

- The Town of Amherst recognizes that local festivals and events are an integral part of life in Amherst. The Town wants to encourage and support organizations that successfully organize and facilitate these events. It is recognized that there are many requirements to be successful, ranging from the financial capacity of the organizing body to facility requirements. Through this policy, the Town of Amherst will provide support to organizing bodies who demonstrate that their event or festival garners broad community support, significant participation up to 1000 people, and provides a unique experience not duplicated by other ongoing events, festivals or activities. The Town of Amherst will consider requests for financial assistance submitted.

Maximum funding considered under this component will be \$500.00

- Major events and festivals in the community are designed to stimulate public participation and enhance the quality of life for our residents, while serving as an economic generator for the Town. These events will draw spectators from the Maritimes, nationally or internationally and increases the profile of our community. These events must be a minimum of three days in length and must be affiliated with a local community non-profit organization.

Maximum funding considered under this component will be determined by council upon reviewing the proposal and recommendations from staff.

EVALUATION CRITERIA

7. Applications being considered for funding will be evaluated on the following criteria.
- Financial Need (20%)
 - Need for direct financial assistance from the Town is identified.
 - Other fund raising efforts identified and sources confirmed.
 - Economic Impact (15%)
 - The event or activity promotes economic activity in the community
 - The event or activity positions the town to be destination for visitors.
 - Direct economic impact identified. (revenues generated by event; hotel rooms sold; local vendors utilized; volunteers mobilized; local purchased made; etc.
 - Value of Event or Activity (50%)
 - Uniqueness of the experience to the community and is not a duplication of other activities.
 - Potential of audience numbers and participation levels (planned success levels)
 - Potential of event to become an annual marquis event.
 - Ability for the event or activity to become self-sufficient with little or no financial assistance from the Town.
 - Organizational Strength (15%)
 - Strong and committed leadership with a clear focus
 - Proposals, budgets and action plans are clear, organize and well developed

Only applications scoring in excess of 60% will be considered for funding.

GENERAL CONDITIONS

8.
 - Applications received after the January 31st deadline are considered late. Late applications are reviewed only after the regular review. Each year the Town receives more applications than it can fund, so it is important for applications to be on time and contain the correct information.
 - Awards are announced after the Town's budget has been approved (usually in May).
 - An applicant must be a registered non-profit organization or charitable society. Part of the review process includes confirmation of registration by municipal staff.
 - Only one application per organization can be submitted in each funding year.
 - Grants are not awarded for salary/wages of staff positions or board honoraria.
 - Grant applications should be able to demonstrate active fundraising efforts to support the continuation of a program, project or service.
 - Grants may be awarded with certain terms and conditions. The letter of award will state if any particular restrictions apply to the grant. Funding may be revoked for failure to comply with terms and conditions.
 - Awards may be issued in full (the usual practice) or can be paid in instalments. The letter of award will state if a holdback applies to the grant.
 - In rare circumstances, an applicant's eligibility may be suspended for a specified time period for misappropriation of funds, failure to report, or misrepresentation.
 - At the end of a project or the organization's year-end, grant recipients **must** submit a report and/or financial statement to the Town

5.8. Routine Access Policy

Moved By: Councillor Lisa Emery

Seconded By: Deputy Mayor George Baker

That Council approves the new Routine Access Policy, #05000-04.

Motion Carried

ROUTINE ACCESS POLICY

NUMBER 05000-04

INTENT:

This Routine Access Policy is intended to clarify which records of the Municipality are available routinely upon request, and which requests for records require review by the Responsible Officer under Part XX, Freedom of Information and Protection of Privacy, of the *Municipal Government Act* for conformity with the terms of the Act.

OBJECTIVES:

- This Routine Access Policy will improve public access to the records of the municipality which are not released through active publication, without the requirement to submit a request under Part XX of the *Municipal Government Act*.
- This policy will provide greater certainty to staff and the public as to which records can be routinely accessed by the public, and which records can be accessed only by application to the Responsible Officer.

APPLICATION:

- Applications for routine release of information may be made in writing to the staff person having custody of the record.
- Any applications for records exceeding one copy of a single record must be made in writing to the CAO and such applicants will be expected to pay for the staff time and costs required to process the application.
- Staff having custody of the requested record may copy and release to the public within 48 hours any record listed in Appendix A to a maximum total of one copy of one record. Fes for copying in accordance with the User Fee Policy will apply.
- Staff having custody of the requested record which is not clearly listed in Appendix A shall not release the requested record except as directed by the Responsible Officer.

APPENDIX A

1. All Policies and By-laws approved by Council
2. Any document received by Council or any Committee of Council at any meeting which is not a "closed session" under Sections 22 or 203 of the *Municipal Government Act*.
3. All minutes of any meeting of Council or any Committee of Council which is not a "closed session", after the minutes have been approved by the Council of Committee.
4. All agendas of any meeting of Council or any Committee of Council which is not a "closed session"
5. Any permit or approval issued by any officer of the Municipality (including any document directly referenced by the permit or approval), except that the mailing address of the permit holder shall be excised. This specifically does not include the application for such permit or approval, nor any document which is not directly referenced by the permit or approval.
6. Any finished map created and published by the Municipality
7. Printed copies of map images produced by Town-licensed programs such as Townsuite or ArcServer. This specifically does not include (a) raw data such as shape files or data tables required to produce the map and (b) printed copies of map images or other information pages produced by Property Online.
8. Any newsletter, advertisement or other document publicly distributed by the Municipality
9. Any document published by the Town on its website
10. Owner name, civic address, Property Identification number, Assessment Account number and assessed value of any property within the Town. This specifically does not include the capped assessment figure or the owner mailing address.
11. The amount of taxes or other debts owed to the Municipality

5.9. Amherst 125 Committee

Moved By: Councillor Robert Bird

Seconded By: Councillor Frank Balcom

That Council approves the creation of an "Amherst 125 Committee" chaired by Mayor Robert Small, to oversee the planning and operations of the Amherst 125 celebrations.

Motion Carried

5.10. Santa Claus Parade

Moved By: Councillor Frank Balcom

Seconded By: Councillor Lisa Emery

That Council establishes a Santa Claus Parade Committee comprised of key staff that contribute to the Parade and members of the Community Y Service Club, and that Deputy Mayor George Baker be appointed to chair this committee.

Motion Carried

5.11. Waste Water Treatment Facility - Debenture Pre-Approval

Moved By: Councillor David March

Seconded By: Councillor Terry Rhindress

That Council approve the Resolution for Pre-Approval of Debenture Issuance in the amount of \$4,031,695 for the long term financing of the Waste Water Treatment Facility, and authorizes the Mayor and CAO to sign on behalf of the Town.

Motion Carried

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 Service Nova Scotia & Municipal Relations;

AND WHEREAS the resolution of council to borrow for the capital purposes of: Wastewater facilities, a system for the supply or distribution of electricity (wind turbine), and acquisition of equipment, materials, vehicles, machinery, apparatus, implements and plant for municipal purposes was approved by the Minister of Service Nova Scotia & Municipal Relations on the 30th day of May, 2013;

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 **\$4,031,695 (four million, thirty-one thousand, six hundred ninety-five dollars)** for a period not to exceed **twenty** years, subject to the approval of the Minister of Service Nova Scotia & Municipal Relations;

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.

5.12. **Capital Budget Update - Derby Street**

Moved By: Councillor Robert Bird

Seconded By: Deputy Mayor George Baker

That Council approves an amendment to the 2013-14 capital budget to accommodate the widening, pulverizing, curbing and paving of the existing part of Derby Street at a total cost of \$70,000.

Motion Carried

5.13. **Funding Request - Bantam Baseball**

Moved By: Deputy Mayor George Baker

Seconded By: Councillor Terry Rhindress

That Council approves funding in the amount of \$500 under the Town's Grants to Organizations Policy in support of the Amherst Red Sox Bantam AA Baseball Team towards their Atlantic Championship competition that was held in PEI September 13 - 15, 2013.

Motion Carried

5.14. **Funding Request - ARHS Vikettes Basketball**

Moved By: Councillor Frank Balcom

Seconded By: Councillor Terry Rhindress

That Council approves funding in the amount of \$250 under the Town's Grants to Organizations Policy in support of the Amherst Regional High School Vikettes Basketball Team as they compete at an international event in Florida in December, 2013.

Motion Carried

6. **INTERNAL COMMITTEE REPORTS**

6.1. **Amherst Board of Police Commissioners - verbal**

Councillor Emery reported that the NSCPA-NSAPB annual conference was hosted by the Amherst Police Department, Springhill Police Department and Cumberland RCMP Detachment, and attracted 75 delegates, 24 speakers, and 14 exhibitors. She extended appreciation to all who contributed.

6.2. **Amherst Youth Town Council - verbal**

Councillor Bird reported that AYTC met a couple of weeks ago; it is a council in transition with the exit of graduating members and Jenn Borne being replaced by Corey Crocker. The meeting was more of a 'get acquainted' session. A couple of upcoming items include a review of policies, discussion about recruitment, and cooperation with the proposed youth council that may be established in the Municipality of Cumberland.

6.3. **Downtown Business Advisory Committee**

Councillor March presented the following report on behalf of the Downtown Business Advisory Committee:

The Downtown Business Advisory Committee (DBAC) members met last on September 11 in Council Chambers. DBAC also met during the summer on July 9 and August 13. During the summer months the major focus was on new business certificates and data collection and analysis from the information provided on the 2012 Downtown Christmas Passports.

At the September 11 meeting, there was discussion regarding the future of the DBAC, as well as recommendations to Council. Overall the majority felt it is best to remain a committee of Council, and that forming a good rapport between the business community and Town Council is essential to downtown business development. The committee would also like to get back to its main objective and act in more of an advisory role to Town Council.

Sub-committee reports were provided; the Festivals and Events Committee is preparing for the Downtown Street Party on Friday, October, 11 and the Marketing Committee has a meeting scheduled for Tuesday, September 24th at 5:30 PM at Bella's Café. Various marketing initiative updates were discussed such as the coupon booklet and Doers and Dreamers Guide. The Business Recruitment sub-committee had no new items to report and the Communications sub-committee reported that they completed a downtown business directory over the summer.

Recommendations to Council from DBAC include:

- 1) Council to consider addressing the issue of losing government offices in the downtown at the UNSM conference and ask that the Province produce a resolution to keep the government offices in rural Nova Scotia.
- 2) A recommendation was made to present the CAO the letter written by DBAC Chairperson, Mark Casey on June 30th, 2013 to consider directing the letter to Service Nova Scotia and Municipal Relations to reflect the opinion of the Downtown Business Advisory Committee about maintaining government offices in the downtown area.
- 3) Council to consider moving the Visitor Information Kiosk from the corner of Victoria/Lawrence street to the border for downtown information.

The next DBAC meeting is scheduled for Tuesday, October 8 at 5:00 PM in Council Chambers.

7. EXTERNAL COMMITTEE REPORTS

7.1. Cumberland Public Libraries

Councillor Balcom presented the following report on behalf of Cumberland Public Libraries:

Summer Reading Club

More kids participated in this year's summer reading clubs and attendance at the programs held at the libraries throughout the County was up by 5%, making this summer an unqualified success! Studies have shown that Summer Reading Clubs combat summer learning loss for children who participate.

Statistics

In the month of July, Cumberland Public Libraries signed out over 13,800 items! That's a lot of books, movies, TV shows, magazines, and more! It's about 17 items for every hour one of the libraries in the County was open. Also our computers were in use for over 1,870 hours. Providing free computer use and access to the Internet from our seven libraries is one of our many services.

Chiltons Auto Repair Manuals

Did you know that you can access Chilton Auto Repair Manuals through the library's website? Chilton provides photographs, step-by-step repair procedures, maintenance schedules, wiring diagrams, recalls and Technical Service Bulletins for thousands of automobiles and light trucks. All you need is a library card.

Find out what's going on

Check out the library's webpage (www.cumberlandpubliclibraries.ca) to see our Calendar of Events and get information on upcoming programs.

Like us on Facebook and follow us on Twitter (@CumberlandPL) to get information on coming events, find out about new books and movies, and see pictures of our programs.

7.2. Cumberland Joint Services Management Authority

Councillor Balcom presented the following report on behalf of the CJSMA:

The Cumberland Joint Services Management Authority meeting was held on September 19, 2013 at the Royal Canadian Legion in Parrsboro. Members attending from Amherst were Chief Administrative Officer Greg Herrett and Councillor Frank Balcom. As there were not enough members present to form a quorum, no motions were made.

Items discussed at the meeting were as follows:

- *Pat Harling of SPL Development Services Incorporated presented his report on the Organizational Review. The five key areas he is recommending a review of are:*
 1. *Mandate and Mission*
 2. *Governance*
 3. *Staff Roles, Accountability, Policies & Development*
 4. *Physical Plant*
 5. *Financial Strategies and Plan (Capital and Operation)*
- *Consolidated financial statements were presented by Gary Bickerton.*

The CAO added a comment on the issue of absentee members and lack of quorum at meetings; there have been discussions on amending the agreement and policy they relates to attendance and voting, so that quorum will constitute the majority of members present - a temporary measure to navigate upcoming changes in the organization.

0222

8. ADJOURNMENT

On motion by Councillor March, the meeting adjourned at 8:40 PM

Gregory D. Herrett, CA
Town Clerk and CAO

Robert Small
Mayor