

# Regular Council Meeting

## Minutes

**Date of Meeting:** Monday, June 23, 2014  
**Location:** Council Chambers, Town Hall

**Members Present:** Mayor Robert Small  
 Councillor George Baker  
 Councillor Frank Balcom  
 Councillor Robert Bird  
 Deputy Mayor 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  
 Ian Naylor, Acting Police Chief  
 Rebecca Purdy, Executive Assistant  
 Kim Jones, Policy and HR

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### 1. PUBLIC HEARING

#### 1.1. UARB - Number of Councillors Confirmation

Mayor Small called the Public Hearing to order at 6:30 PM and invited the Deputy CAO to provide an overview of the process and purpose of this hearing. The Deputy CAO reported that this public hearing is regarding the number of councillors within the Town of Amherst. The Nova Scotia Utility and Review Board requires that all municipalities conduct a study and submit a recommendation either confirming or changing the number of councillors within their units.

On May 26, 2014 Council passed a motion authorizing that an application be made to the Utility and Review Board to confirm the number of councillors as well as the system of election at large. It is the intention of Council to retain the status quo because the population of Amherst has not changed significantly; the number of councillors per voter seems appropriate and is in line with other similarly sized towns within the province, and the current system seems to be serving the citizens of the town well.

The purpose of this hearing is to gather public input on this decision. The comments made at this hearing will be forwarded to the Utility and Review Board for their review. The Board will subsequently schedule an additional public hearing regarding this matter, to be held in Amherst by them.

There were no members of the public present and therefore no questions or comments. This concluded the public hearing on the matter.

### 2. CALL TO ORDER

### 3. O'CANADA

### 4. HEARINGS/PRESENTATIONS/PETITIONS

### 5. APPROVAL OF AGENDA/MINUTES

#### 5.1. Approval of the Agenda

Moved By: Councillor George Baker  
 Seconded By: Councillor Terry Rhindress  
 To approve the agenda.

**Motion Carried**

5.2. Approval of Minutes - 26 May 2014

Moved By: Councillor Terry Rhindress

Seconded By: Councillor Frank Balcom

That Council approve the minutes of the May 26, 2014 regular meeting as circulated.

Motion Carried

6. REQUESTS FOR DECISION

6.1. Cumberland YMCA - Summer Swim Program

Moved By: Councillor Robert Bird

Seconded By: Councillor David March

That Council approves entering into an operating agreement with the Cumberland YMCA for the 2014 Instructional and Recreational Swim Program in the amount of \$51,508, and authorize the Mayor and CAO to sign the agreement on behalf of the Town.

Motion Carried

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2014 BETWEEN:

**THE TOWN OF AMHERST**, a Municipal Corporation, in the County of Cumberland and Province of Nova Scotia; Hereinafter called "the Town" and

**The Cumberland YMCA** Hereinafter called "YMCA."

**WHEREAS:**

The Town wishes to provide various recreational programs for the benefit of its citizens in particular, the youth and teens within the Town of Amherst

And the YMCA has indicated an ongoing interest to provide recreational program support to the Town. Town.

The YMCA agrees to provide the following services to the Town.

1. Commencing on or about July 7<sup>th</sup>, and continuing for eight (8) weeks, the YMCA will provide Amherst youth an instructional swim program. This program will include the costs related to the Director of Aquatics, qualified instructors, life guards, equipment, uniforms, badges, awards and all other costs related to the operation of a successful instructional program. A registration fee of \$35.00 will be charged to all registrants for this program.
2. Commencing on or about July 7<sup>th</sup> and continuing for eight (8) weeks, the YMCA will provide Amherst youth with a recreational swim program. This program will be offered between the hours of 2:30pm to 4:00pm from Monday to Friday inclusive and will be restricted to maximum of 110 swimmers being admitted on a first come, first served basis. Participation is limited to only those who have been issued a summer recreational swim pass either by the Town of Amherst or the YMCA
3. The YMCA agrees and undertakes with the Town:
  - a) to provide for a well maintained pool and recreation facility and employ responsible policies and procedures in the day to day operation of its facilities.
  - b) to supervise the pool in accordance with generally accepted standards, with lifeguards appropriately qualified under the National Lifeguard Service and qualified in First Aid.
  - c) to ensure that lifeguards are supervised and coordinated by the YMCA's Aquatics Director at all times and that program staff are supervised and coordinated by the YMCA's Program Director.
  - d) to indemnify the Town from liabilities, damages, costs, claims, suits or actions resulting from:
    - i) a breach, violation or non-performance of any covenant or proviso of this AGREEMENT on the part of the YMCA;
    - ii) damage to property or equipment owned by the YMCA used in the delivery of the services and programs on behalf of the Town;
    - iii) injury to person or persons, including death resulting at any time there from, occurring in or about the YMCA, and on the roads, parking lots or sidewalks adjacent to them.
4. The Town agrees and undertakes with the YMCA:

- a) to pay to the Cumberland YMCA an annual cash amount of **\$51,508.00** payable in bi-monthly installments of \$12,877.00, commencing July 18, 2014.
5. Provided always and it is agreed between the parties:
- a) The Town shall not be liable or responsible in any way for any loss suffered by any party while the YMCA is providing programming on behalf of the Town and the YMCA shall indemnify the Town against any loss suffered.
- b) In the event the YMCA building or pool is closed which results in the cancellation of a Town sponsored program, the YMCA will issue a credit against the monthly statement of account issued to the Town.
- c) All media releases to provide updates on Town sponsored programs facilitated by the Cumberland YMCA will be issued by the Town in accordance with existing Town policy and procedures.
- d) It is understood that the terms of this agreement will be adhered to for both the summer instructional swim program and the recreational swim program if notice of termination as per "e" below is not received prior to July 1<sup>st</sup>.
- e) This agreement will remain in force from this date forward. This agreement may be terminated by either party upon receipt of written notice of 60 days.
6. This AGREEMENT and everything contained in it shall extend to, bind and ensure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties to it, subject to such consents as required by the terms of this AGREEMENT.

**IN WITNESS WHEREOF** the parties have executed this agreement by their duly authorized officers this day of \_\_\_\_\_, A.D., 2014.

**SIGNED SEALED AND DELIVERED**

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## **6.2. Comfit Agreement - Wind Turbine**

**Moved By: Councillor David March**

**Seconded By: Councillor George Baker**

**That Council approve entering into the Community Based Feed In Tariff Class 1 Interconnection Agreement and authorize the Mayor and Chief Administrative Officer to sign the agreement on behalf of the Town.**

**Motion Carried**

**This Community-Based Feed In Tariff ("COMFIT") CLASS 1 INTERCONNECTION AGREEMENT**, made as of the \_\_\_\_ day of \_\_\_\_\_ 2014, effective as of the \_\_\_\_ day of \_\_\_\_\_ 2014 ("Effective Date")

**Between \_\_\_\_\_ (the "Customer) – and –  
NOVA SCOTIA POWER INCORPORATED, a body corporate**

### **WHEREAS:**

A. COMFIT Class 1 interconnection service ("COMFIT Service") is available to entities qualified to participate under the Province of Nova Scotia's feed-in tariff program, with generators having a capacity not exceeding 100kW.

B. The Customer has entered into a power purchase agreement with NSPI.

C. The parties agree that the COMFIT Service will provide such service on the terms and conditions contained herein.

**NOW THEREFORE** witnesses that in consideration of the premises and the mutual covenants and obligations herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

### **1. DEFINITIONS**

In this Agreement the following terms have the following meanings:

1.1. "Distribution System" means NSPI's facilities that operate at a nominal voltage of 24,940 V or less, which are used to distribute electric power between substations and customer loads.

1.2. "Facility" means the Customer's plant and equipment, including but not limited to, the generator, inverter, storage devices, and Interconnection Equipment located on the Customer's side of the Point of Delivery.

1.3. "Interconnection" means the electrical connection of a generator in parallel with the Distribution System as defined herein.

1.4. "Interconnection Equipment" means all equipment and functions used to interconnect a generator to the Distribution System.

1.5. "Islanding" is a condition in which a portion of the Distribution System is energized by a Facility while a portion of the Distribution System is electrically separated from the rest of the Distribution System.

1.6. "Interconnection Guidelines" means NSPI's interconnection guidelines that are posted on the OASIS website located at [www. http://oasis.nspower.ca/](http://oasis.nspower.ca/), as may be revised from time to time. The Interconnection Guidelines outline the technical requirements that are required to be met by the Customer to establish an Interconnection with the Distribution System.

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- 1.7. "Point of Delivery" means the point where the Distribution System is connected to the Facility.
- 1.8. "Rates and Regulations" refers to NSPI's rates and regulations as may be approved by the Nova Scotia Utility and Review Board from time to time.
- 1.9. "Standard Protection Code" refers to NSPI's systematic and coordinated approach to work planning which is utilized to enhance personal safety and the protection of the Distribution System and ancillary equipment against damage.
- 1.10. "UARB" refers to the Nova Scotia Utility and Review Board.

## 2. FACILITY

The particulars of the Facility, as defined herein, are as follows:

<b>Generator manufacturer</b>	<b>BALDOR</b>
<b>Generator model</b>	<b>14T061X457G1</b>
<b>Energy or source type (e.g. hydro, photovoltaic, wind)</b>	<b>Wind</b>
<b>Nameplate rating (KW)</b>	<b>55 kW</b>
<b>Electric energy storage capability (YES/NO, if YES-describe)</b>	<b>No</b>
<b>Point of delivery</b>	<b>PID#254500826</b>
<b>NSPI feeder designation</b>	
<b>Address of Generator</b>	<b>21207 Highway#2, Fort Lawrence NS</b>

The location of the generator is outlined in the site plan attached hereto as Schedule "A". The single line diagram is attached hereto as Schedule "B".

## 3. OPERATION OF THE FACILITY

- 3.1. Once interconnected, the Customer will operate its Facility in accordance with all applicable rules, regulations, and laws, including without limitation, Rates and Regulations, and specifically the *Renewable Electricity Regulations* made pursuant to the *Electricity Act (Nova Scotia)* as may be amended from time to time, as well as and any instructions provided by the Facility's manufacturer. The Customer will not expand or alter the Facility in any manner without receiving NSPI's prior written consent.
- 3.2. The Customer warrants, covenants and agrees with NSPI that they will comply with applicable federal, provincial and municipal statutes, regulations and bylaws pertaining to the Facility. Should the Customer not receive all requisite approvals for the installation and operation of the Facility and NSPI is advised of the non-compliance, NSPI may disconnect the Facility immediately as outlined in section 6, suspension of interconnection.
- 3.3. The Customer and NSPI shall operate the Facility and the Distribution System respectfully, in accordance with good utility practice, in a manner which places the utmost importance on the safety of the public and each party's agents and employees.
- 3.4. NSPI shall perform any reviews and inspections that it is required to perform on the Facility.
- 3.5. The Customer is not required to give NSPI notice prior to starting or stopping the Facility, with the exception of the initial startup, which shall be subject to NSPI having inspected and approved the Facility and the Interconnection.
- 3.6. Islanding of the Facility with any portion of the Distribution System is not permitted under any circumstances.
- 3.7. NSPI reserves the right, at its option, to inspect the Facility at any time.
- 3.8. Outages: To the extent reasonably possible, NSPI will provide the Customer with advance notice that interruption or reduction of the Facility's output shall be required in order to permit NSPI to construct, install, maintain, repair or inspect any part of its Distribution System. NSPI will telephone the customer to provide any notice required.
- 3.9. Interruption: NSPI may curtail, interrupt, or reduce the Facility's electrical output, without prior notice, whenever NSPI determines that it is necessary to do so. Such curtailment may be necessary in cases of emergencies, forced outages, safety hazards or in order to comply with good utility practice.
- 3.10. No Compensation: The Customer agrees that the Customer is not be entitled to any compensation or damages, direct or indirect, loss, prospective profits, economic loss or incidental or consequential damages as a result as a result of the Facility's output being curtailed, uninterrupted or reduced.
- 3.11. Access: The Customer hereby grants NSPI access over and across the Customer's property outlined in Schedule "A" attached hereto, for the purpose of maintaining, operating, inspecting, meter reading, or disconnecting the Facility or the Interconnection Equipment, as the case may be, without prior notice to the Customer; provided such entry is made, except in cases of emergency, at reasonable hours. Nothing herein limits or otherwise affects any other right of entry which NSPI may have pursuant to its Rates and Regulations or at law.

## 4. METERING AND BILLING

### 4.1

NSPI shall install revenue-class metering equipment prior to any operation of the Facility and shall own, operate, test and maintain such metering equipment. Power flows to and from the Facility shall be measured. The Customer is responsible for all costs associated with the purchase, installation, operation, testing and maintenance of the metering equipment. All revenue metering equipment installations shall at all times meet the requirements of good utility practice and any applicable laws and regulations as applicable.

## 5. CUSTOMER COVENANTS

5.1. The Customer warrants, covenants and agrees as follows:

- (a) the Facility will be operated in accordance with NSPI's Interconnection Guidelines.
- (b) the Facility and all ancillary equipment will be approved by the Canadian Safety Association ("CSA"), or by an agency which is acceptable to NSPI, in its sole discretion.
- (c) the Facility and all ancillary equipment, will be installed, operated, and maintained in accordance with all applicable national, provincial, and municipal electrical construction and safety codes, including without limitation, the *Canadian Electrical Code* (including Parts I and II concerning product standards) and the *Electrical Installation and Inspection Act* (Nova Scotia).
- (d) that the Customer has been advised that there are no synchronization schemes in place on NSPI's facilities, and that the upstream Distribution System contains automatic equipment that will provide for voltage regulation and automatic reclosing as part of normal operation.

## 6. SUSPENSION OF INTERCONNECTION

6.1. If the Customer's Facility is not operating in accordance with the Interconnection Guidelines, as may be amended from time to time, any statutory requirements or the terms of this Agreement, NSPI may disconnect the Customer's Facility until the Facility is, in NSPI's sole opinion, in compliance with such requirements.

6.2. In the event that NSPI does not disconnect the Facility, NSPI will provide written notice of default. Should the default not be cured within thirty (30) days, then NSPI may terminate this Agreement in accordance with section 8, termination.

6.3. Notwithstanding anything to the contrary articulated in this Agreement, NSPI may disconnect the Facility from the Distribution System without prior notice if the operation of the Facility is, in NSPI's sole discretion, or may become a threat to personal safety, the safety of the general public, or the integrity of the Distribution System.

## 7. INDEMNITY

7.1 NSPI shall not be liable for any loss, damage, or injury, including but not limited to death, relating to this Agreement or the operation of the Facility except to the extent that such loss, damage, or injury may be attributed to the negligence or willful misconduct of NSPI.

7.2 For the purposes of this Section 7 "Claims" shall mean any liabilities, losses, expenses (including legal costs on a solicitor-client basis), claims, demands, actions and causes of action, whether based upon breach of contract, breach of warranty, failure to meet performance guarantees, tort (including negligence) and/or strict liability.

7.3 The Customer shall assume all risk of loss, damage or injury, including death, to person or property, to the extent caused by its directors, officers, employees, sub-suppliers, agents or representatives in connection with the Facility, and agrees not to make or bring any claim, action or demand against NSPI or its directors, officers, servants, agents, or employees in respect of such loss, damage or injury arising out of or in any way attributable to the operation of this Agreement excepting such loss, damage or injury caused by the negligence or wilful misconduct of NSPI or NSPI's directors, officers, servants, agents or employees.

7.4 The Customer agrees to indemnify and save harmless NSPI, its directors, officers, servants, agents, or employees, and their heirs, executors, administrators, successors and assigns, or any of them, from and against any Claims whatsoever suffered by NSPI by reason of, or arising out of, or any way attributable to this Agreement or ancillary to the Customer's operation of the Facility contemplated herein excepting only to the extent caused by the negligence or wilful misconduct of NSPI or NSPI's directors, officers, servants, agents or employees.

7.5 The provisions set forth in this Clause shall apply and be effective with respect to any claim, cause of action, or legal theory whatsoever including without limitation, Claims based upon breach of contract, breach of warranty, failure to meet performance guarantees, tort (including negligence) and strict liability.

## 8. TERM AND TERMINATION

8.1 This Agreement is effective as of the Effective Date and shall remain in effect until terminated. This Agreement may be terminated by the Customer upon providing thirty (30) days prior written notice to NSPI. This Agreement may be terminated by NSPI upon the Customer being in default of its obligations as outlined in Section 6. NSPI will provide notice of default to the Customer. If such default is not cured within thirty (30) days following notice of the default having been provided to the Customer, this Agreement shall terminate without further notice to the Customer.

8.2 Notwithstanding any provision in this Agreement, NSPI may terminate this Agreement effective immediately upon written notice to the Customer in the event NSPI's metering indicates that the Customer's Facility has not generated electricity for a period of twelve (12) calendar months.

## 9. DISPUTE RESOLUTION

9.1 In the event of a dispute in connection with this Agreement the Customer and a senior officer of NSPI shall promptly meet to discuss and resolve the dispute and the parties shall have ten (10) days to resolve the dispute (or five (5) days if either party notifies the other party that the matter requires urgent resolution).

9.2 In the event resolution cannot be achieved then such dispute or difference may be referred by either party to binding arbitration under the provisions of the *Commercial Arbitration Act* (Nova Scotia).

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9.3 Unless otherwise requested by Customer, there shall be no stoppage in the provision of COMFIT Service during the dispute resolution process.

## 10. NOTIFICATIONS

10.1 All notices to be given to either party under this Agreement shall be written and addressed to NSPI and to the Customer as follows:

Nova Scotia Power Incorporated Attention: Corporate  
Secretary PO Box 910  
Halifax, NS B3J 2W5  
Facsimile: (902) 428-6171

To the Customer:

Town of Amherst  
PO Box 516, Amherst NS B4H 4A1  
Attention: Jason MacDonald  
Telephone Number: (902)667-3645 / Facsimile (902)667-3356  
Email Address: jmacdonald@amherst.ca

10.2 All notices may be sent by facsimile, a nationally recognized overnight courier service, first class mail or hand delivered. Notice shall be given when received by the addressee on a business day. In the absence of proof of the actual receipt date, the following presumptions will apply: Notices sent by facsimile shall be presumed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a business day or is after five p.m. (local time for the recipient) on a business day, then such facsimile shall be deemed to have been received on the next following business day.

- (a) Notice by overnight courier shall be presumed to have been received on the next business day after it was sent.
- (b) Notice by first class mail shall be presumed delivered five (5) business days after mailing.

10.3 Either party may modify its address for notices by advance written notice to the other party.

## 11. MISCELLANEOUS

11.1 This Agreement does not supersede the requirements outlined in any applicable Rates and Regulations as approved by the UARB from time to time, or legislation, including but not limited to the *Public Utilities Act*, the *Canadian Electrical Code*, the *Occupational Health and Safety Act*.

11.2 This Agreement shall only be renewed with the written consent of both parties.

11.3 The insertion of headings in this Agreement is for convenience only and shall not be construed so as to affect the interpretation or construction of this Agreement.

11.4 The recitals and schedules are hereby incorporated into this Agreement.

11.5 This Agreement is to be read with all changes in gender and number as required by the context.

11.6 This Agreement shall be deemed to have been made in and shall be governed by, construed and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada, as applicable therein.

11.7 No consent or waiver, express or implied, by any party to this Agreement of any breach or default by any other party in the performance of its obligations under this Agreement or of any of the terms, covenants or conditions of this Agreement shall be deemed or construed to be a consent or waiver of any subsequent or continuing breach or default in such party's performance.

11.8 This Agreement is the entire agreement between the parties with respect to the subject matter hereto and shall not be modified, varied or amended except by an instrument in writing signed by the parties.

11.9 Should any provision of the Agreement be declared by a judicial or other competent authority to be unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

11.10 The parties acknowledge that this Agreement and all related documents shall be in English.

11.11 This Agreement may be executed by the parties in counterparts, each of which when so executed and delivered shall be deemed to be an original and when taken together shall be deemed to be one and the same instrument. The electronic delivery, including, without limitation, by email or facsimile transmission, of any signed original of this Agreement shall be the same as the delivery of an original.

**IN WITNESS THEREOF**, the parties have duly executed this Agreement, in duplicate, as of the date set forth above.

**6.3. Funding Request - Amherst Ramblers**

**Moved By: Councillor Terry Rhindress**

**Seconded By: Councillor Robert Bird**

**That Council approves funding support for the Amherst Jr. "A" Ramblers in the amount of \$10,000.**

**Motion Carried**

<b>Recorded</b>		
Robert Small	Yes	
George Baker		No
Frank Balcom	Yes	
Robert Bird	Yes	
Lisa Emery	Yes	
David March	Yes	
Terry Rhindress	Yes	
<b>Results</b>	<b>6</b>	<b>1</b>

**6.4. Funding Request - Maritime Rockabilly Festival**

**Moved By: Councillor Frank Balcom**

**Seconded By: Councillor David March**

**That Council approves funding support for the Maritime Rockabilly Shakedown Festival Society in the amount of \$20,000**

**Motion Carried**

**6.5. Maccan Water Main Extension - Memorandum of Understanding**

**Moved By: Deputy Mayor Lisa Emery**

**Seconded By: Councillor Terry Rhindress**

**That Council approves the amended Memorandum of Understanding between the Town of Amherst and the Municipality of the County of Cumberland for the Maccan Water Main Extension to include a portion of the Trider Road, with all costs associated with the project being paid for by the Municipality of the County of Cumberland.**

**Motion Carried**

**MACCAN DOMESTIC WATER SUPPLY SYSTEM**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made this     day of             , 2014 between:

THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND, a municipal body corporate (Hereinafter called "the Municipality") -and-

THE AMHERST WATER UTILITY, a Public Utility pursuant to the Public Utilities Act, (Hereinafter called "the Utility")

**WHEREAS** the Municipality wishes to provide a safe, high-quality water supply for the residents of the community of Maccan and a portion of the Trider Road, as well as those residing along Highway 302 between the Communities of Nappan and Maccan;

**AND WHEREAS** the Municipality intends to pay the full cost of installing the necessary infrastructure to provide the water supply, in part through its own funds and in part through a Local Improvement Charge;

**AND WHEREAS** the Utility owns and operates a 200mm domestic water supply line extending to Nappan that is capable of supporting the proposed new infrastructure,

**AND WHEREAS** the utility is willing to manage the construction of the proposed new infrastructure, accept ownership of the properly constructed line once completed, and operate the expanded water supply system as part of the Amherst Water Utility;

**NOW THEREFORE** in consideration of the mutual undertakings and agreements set out herein, the Municipality and the Utility agree as follows:

1. The Municipality and the Utility hereby agree to work together to extend the existing 200mm domestic water supply line southerly from the Federal Agricultural Research Station in Nappan along Highway 302 to the Community of Maccan where a 150mm distribution system and service laterals will be installed to serve the local residents all as per the preliminary design (Option 3) submitted by CBCL Ltd on January 30, 2012. Work will also include a 150mm main along Trider Road for a distance of 680 meters as per CBCL's Drawing issued for Tender April 7, 2014.

2. The Utility will manage the construction of the project in consultation with a project Steering Committee;
3. The project Steering Committee will include one resident of Maccan, one elected representative of the Municipal Council, two staff from the Municipality along with two staff from the Town of Amherst and one representative of Nova Scotia Environment. The purpose of the Steering Committee will be to keep municipal Council informed on construction progress and to make recommendations to the appropriate municipal council where decisions are required on such issues as project budget changes and servicing changes;
4. The parties will work together during: a) consultation selection, b) tendering, c) contract award and d) project management to ensure the best value available;
5. The Contract with the Engineering design firm and the successful General Contractor will be with the Utility;
6. All capital costs for engineering design and construction will be paid by the Utility and reimbursed by the County on a progress claim basis including construction inspection and construction change orders (extras), as well as normal hold backs. Each net progress claim should be sent to the County when received by the Utility to ensure expedient cash flow between the parties to this agreement.
7. Construction Change Orders will be approved with the following protocol:  
 Change Orders under \$2,000 approved by field inspector  
 Change Order between \$2,000 and \$5,000 Town Engineer TOA and Director of Public Works MCC  
 Change Orders between \$5,000 and \$30,000 both CAO's  
 Change Orders above \$30,000 both TOA and MCC Councils  
 All amounts are excluding taxes.
8. The Utility will consult with Municipal staff regarding approval of change orders and other issues impacting project costs. Weekly project briefings will be provided by the Utility;
9. Town or Utility staff costs will not be added to the Capital Cost for reimbursement;
10. The Utility will manage the selection of the Surveyor for the site survey as well as the selection of the Consultant for the final design;
11. During construction the Utility will manage the progress of construction to ensure their standards are met while insuring best value is achieved. Municipal staff will not be involved in the direct management of this project;
12. The Municipality will provide the Utility with the local improvement bylaw for the Maccan Water Servicing, which includes a list of those property owners eligible to receive water service from the Utility, and which will be updated from time to time;
13. All customers will be served by the Amherst Water Utility in accordance with rates, rules and regulations for the Utility as approved from time to time by the Nova Scotia Utility and review Board. For clarity this means that new water supply customers will be subject to the same rules, regulations and rate structure as existing Amherst Water customers. Customer inquiries regarding water service scheduling will be addressed by the Utility;

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Understanding to be executed by their proper signing authorities the day and year first above written:

**6.6. Maccan Watermain Extension - Award Tender**

**Moved By: Deputy Mayor Lisa Emery**

**Seconded By: Councillor Frank Balcom**

**That Council awards the tender for the Maccan Water Main Extension to the lowest compliant bidder, Mid Valley Construction (1979) Ltd. at their bid amount of \$1,417,660 plus HST.**

**Motion Carried**

**6.7. Extension of Sewer Services - Exit 3**

**Moved By: Deputy Mayor Lisa Emery**

**Seconded By: Councillor David March**

**That Council approves an amendment to policy 31600-15, Sanitary Sewer Services to County Residents, and approves the agreement between the Town and the County for the provision of water and sanitary sewer services to the Amherst Wandlyn In Properties, specifically PID#25044009, PIE#25043951 and PID#25098021.**

**Motion Carried**



**TOWN OF AMHERST POLICY NUMBER 31600-15  
SANITARY SEWER SERVICES TO COUNTY RESIDENTS**

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**PURPOSE**

To determine when the extension of the Town's Sanitary Sewer System to properties outside our boundaries is appropriate.

**POLICY STATEMENT**

The extension of sanitary sewer services to properties located outside the boundaries of the Town of Amherst will be reviewed on an individual basis. Any decision to extend the sanitary sewer service to a property outside of the Town of Amherst will require a motion of Council to amend this policy.

**APPROVED PROPERTIES TO RECEIVE SANITARY SEWER SERVICES**

Sanitary sewer services will be provided to the Cumberland Regional Health Care Center (PID#25384009, PID#25047044, PID#25376930 and PID#25337478) at Exit 4.

Sanitary Sewer Services will be provided to PID#25044009, PID#25043951 and PID#25098021 at Exit 3 currently operated as the Wandlyn Inn, subject to an agreement between the Town of Amherst and the Municipality of the County of Cumberland for the provision of such services.

**THIS AGREEMENT made this     day of                             , 2014 BETWEEN:**

**THE TOWN OF AMHERST (Hereinafter called "the Town") Operators of the AMHERST WATER UTILITY (Hereinafter called "the Utility")**

**And**

**THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND, (Hereinafter called "the Municipality")**

WHEREAS the Municipality has requested the Amherst Water Utility to provide domestic water to the property identified as PID#25044009, PID#25043951 and PID#25098021, currently operated as the Wandlyn Inn (Hereinafter called "the Subject Property")

AND WHEREAS the Municipality has requested the Town of Amherst to provide sanitary sewer services to the Subject Property.

AND WHEREAS the Utility has agreed to supply water to the Subject Property in accordance with the terms of this agreement;

AND WHEREAS the Town of Amherst has agreed to allow access to our sanitary sewer system for the Subject Property;

NOW THEREFORE THIS AGREEMENT WITNESSETH in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

- 1. During the term of this agreement the County will approve and keep in effect a Bylaw waiving the annual property tax due for the Town owned properties within the Municipality identified in Schedule 1:
- 2. Infrastructure Standards – The Municipality agrees that any new infrastructure will be constructed to the standards of the Amherst Water Utility and / or the Town of Amherst Infrastructure Standards currently contained within our Subdivision Bylaw.
- 3. Main Extensions – Any further extension of either the water main or sanitary sewer line will require the approval of Amherst Town Council.
- 4. The continued usage and operation of the water line will be subject to the rates and rules of the Amherst Water Utility;
- 5. The continued usage and operation of the sanitary sewer line will be subject to the rates and rules established by the Town of Amherst for the provision of sanitary sewer services to Town properties.
- 6. Upon change of use of the subject properties this MOU would expire, and be subject to review and potential renewal.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

6.8. **Stadium Concession RFP**

*Councillor Baker declared a conflict and excused himself from the Council table for the discussion and decision on this item.*

**Moved By: Councillor Terry Rhindress**

**Seconded By: Councillor David March**

**That Council accepts the proposal from Baker’s Corner Canteen for provision of concession services at the Amherst Stadium.**

**Motion Carried**

6.9. **Police Facility RFP**

**Moved By: Deputy Mayor Lisa Emery**

**Seconded By: Councillor George Baker**

**That Council approves the cancellation of the RFP-14-04 for the design/build of the Amherst Police Facility, and further, that Council directs staff to prepare an RFP for the construction of the Police Facility on the former Legion property.**

**Motion Carried**

6.10. **Amend Capital Budget - New Building Canada Fund Priorities**

**Moved By: Councillor David March**

**Seconded By: Councillor Frank Balcom**

**That Council approves in principal amendments to the Capital Budget years 2-5 to reflect these priorities for the New Building Canada Fund.**

**Motion Carried**

**Moved By: Councillor David March**

**Seconded By: Councillor George Baker**

**That Council approves the following three priorities to be submitted as part of the New Building Canada Fund:**

Mill Street Trunk Sanitary Sewer Replacement	\$1,000,000
Willow Street Rehabilitation	\$ 747,000
Station Street Sanitary / Storm Sewer Separation	\$1,000,000

**Motion Carried**

6.11. **Funding Request - Special Olympics**

**Moved By: Councillor George Baker**

**Seconded By: Councillor Terry Rhindress**

**That Council approves funding in the amount of \$500, under the Town’s Community Support Grants Policy, in support of Amherst athletes attending the Special Olympics Canada National Summer Games in Vancouver on July 8 through July 12, 2014.**

**Motion Carried**

6.12. **Funding Request - Museum**

**Moved By: Councillor Frank Balcom**

**Seconded By: Deputy Mayor Lisa Emery**

**That Council approves funding in the amount of \$500 under the Town’s Community Support Grants Policy in support of the Cumberland Museum and Archives “Market Stall” which will be used to promote the Town’s history during festivals taking place from August 1-15, 2014, such funding contingent on completion of this project.**

**Motion Carried**

6.13. **Summer meetings**

**Moved By: Councillor Terry Rhindress**

**Seconded By: Councillor David March**

**That the regular meetings of Council and Committee of the Whole be cancelled for July and August, and that special meetings be convened to address any issues which may arise prior to the next regular Committee of the Whole meeting scheduled for Monday, September 15, 2014 and the next regular Council meeting, scheduled for Monday, September 22, 2014.**

**Motion Carried**

**7. INFORMATION / DISCUSSION ITEMS****8. INTERNAL COMMITTEE REPORTS****8.1. Planning Advisory Committee**

Councillor March reviewed the PAC report included in the agenda.

**8.3. Amherst Youth Town Council**

Councillor Balcom reviewed the Amherst Youth Town Council report included in the agenda.

**8.4. Downtown Business Advisory Committee**

Councillor March reviewed the Downtown Business Advisory Committee report included in the agenda. Council asked staff to look into the recommendations included in the report:

1. Print photos of new business certificate presentations in a spread during Small Business Week in October.
2. Attachments to TCH signage - we don't own the signs, but staff will look at what can be done;
3. Relocate the kiosk to area near exit 3; we need a plan for installation, maintenance, additional costs, etc.; staff were directed to communicate with DBAC on what their plan is and see where it goes from there;
4. Entrance Development Committee - if this is Council's direction, a TOR needs to be developed with aims/outcomes, and then Council can decide whether to participate and support it.

**9. EXTERNAL COMMITTEE REPORTS****9.1. Cumberland Public Libraries**

Councillor Balcom reviewed the Cumberland Public Libraries report included in the agenda.

**9.2. Cumberland YMCA**

Councillor Bird presented a verbal report on behalf of the Cumberland YMCA; he reported that the Y had its AGM last week, and provided some statistics on the Y's operations over the past year; it has become a successful, viable organization with significant importance to the community.

**9.3. CJSMA/Northern Region Solid Waste Committee**

Councillor Baker reviewed the CJSMA and Northern Region Solid Waste report included in the agenda. Council discussed the proposed changes to the Nova Scotia Solid Waste Regulations.

**10. ADJOURNMENT**

Mayor Small extended congratulations to the Amherst Lions Club on their 60<sup>th</sup> anniversary, the Cross Border Challenge on their successful events last weekend, as well as the Cumberland Car Club on their show over the weekend. Congratulations were extended as well to the ARHS graduating students; Town Hall lobby will be available for prom photos for any students who would like to use it.

**Moved By: Councillor Terry Rhindress**

**Seconded By: Councillor David March**

**To adjourn at 8:00 PM**

**Motion Carried**

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Gregory D. Herrett, CA  
Town Clerk and CAO

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Robert Small  
Mayor