



Town of Amherst  
Committee of the Whole

Date: **September 20, 2021**  
Time: **4:00 pm**  
Location: **Zoom Virtual Meeting**

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6.2.1.	June 21, 2021	
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6.7.	MGA 22(2)(e) - contract negotiations	
6.8.	MGA 22(2)(e) - contract negotiations	
6.9.	MGA 22(2)(e) - contract negotiations	

7. Adjournment

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Town of Amherst  
Committee of the Whole  
Monday, September 20, 2021

### **Consent Agenda**

#### **MOTION:**

**That Council approve the following items as part of the consent agenda:**

- 1.3. Approval of Minutes**
- 3.4 Scholarship and Bursary Policy Amendment**
- 3.5 User Fee Policy Amendment**
- 3.6 Fall Debenture Approval**
- 4.2 Policy Review Update**
- 5.1. Corporate Services Monthly Report**
- 5.2. Operations Monthly Report**
- 5.3. Police Department Monthly Report**
- 5.4. Fire Department Monthly Report**
- 5.5. Planning & Strategic Initiatives Monthly Report**
- 5.6. Community Well-Being Report**

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

**Date:** June 21, 2021  
**Time:** 4:00 pm  
**Location:** Zoom Virtual Meeting

**Members Present** Mayor David Kogon  
Deputy Mayor Hal Davidson  
Councillor George Baker  
Councillor Sheila Christie  
Councillor Lisa Emery  
Councillor Dale Fawthrop  
Councillor Leon Landry

**Staff Present** Jason MacDonald, Interim CAO  
Michael Hunter, Chief Financial Officer  
Dwayne Pike, Police Chief  
Greg Jones, Fire Chief  
Andrew Fisher, Manager of Planning & Strategic Initiatives  
Aaron Bourgeois, Operations Manager  
Cheryl Laliberte, Community Well-Being Manager  
Tom McCoag, Corporate Communications Officer  
Kim Jones, Municipal Clerk  
Natalie LeBlanc, Deputy Clerk

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Due to the COVID-19 pandemic this a virtual meeting held via Zoom.

**1. Call to Order**

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

**1.1 Approval of Agenda**

**Moved By Councillor Landry**

**Seconded By Councillor Christie**

**That the agenda be approved as circulated.**

**MOTION CARRIED**

**1.2 Approval of the Consent Agenda**

**Moved By Councillor Fawthrop**

**Seconded By Councillor Baker**

**To approve the consent agenda.**

**MOTION CARRIED**

**1.3 Approval of Minutes**

The following motion was approved as part of the consent agenda:

**Moved By Councillor Fawthrop**

**Seconded By Councillor Baker**

**That the minutes of the May 17, 2021 and June 7, 2021 Committee of the Whole meetings be approved as circulated.**

**MOTION CARRIED**

**2. Council Direction Requests**

**2.1 Noise Bylaw**

**Moved By Councillor Baker**

**Seconded By Councillor Emery**

**That the Noise and Disturbances Bylaw be forwarded to the June 28, 2021 regular meeting of Council for first reading.**

**MOTION CARRIED**

**2.2 Lord Amherst Drive**

**Moved By Councillor Landry**

**Seconded By Councillor Baker**

**That Council agree, in principle, to remove the name Lord Amherst from Lord Amherst Drive and that Council request a recommendation for a new street name from the Diversity and Inclusion Advisory Committee.**

**Moved By Councillor Baker**

**Seconded By Councillor Christie**

**To amend the motion to remove "Lord" from the name Lord Amherst Drive.**

**Against (5): Mayor Kogon, Deputy Mayor Davidson, Councillor Emery, Councillor Fawthrop, and Councillor Landry**

**MOTION DEFEATED**

**ORIGINAL MOTION CARRIED**

**Against (1): Councillor Baker**

**2.3 Dangerous and Unsightly Premises Policy Amendment**

**Moved By Deputy Mayor Davidson**

**Seconded By Councillor Fawthrop**

**That the recommended revisions to the Dangerous or Unsightly Premises Policy be forwarded to the June 28, 2021 meeting of Council for approval.**

**MOTION CARRIED**

**2.4 Lions Club MOU**

**Moved By Councillor Christie**

**Seconded By Councillor Landry**

**That Council forward the Memorandum of Understanding between the Lions Club and the Town of Amherst to the June 28, 2021 regular meeting of Council for approval and authorize the CAO to sign on the Town's behalf.**

**MOTION CARRIED**

**2.5 Skate Park Request**

**Moved By Councillor Landry**

**Seconded By Councillor Emery**

**That an outdoor drinking fountain and shelter area be installed at the Amherst Stadium Skate Park this summer, with funding to come from the unrestricted Operational reserve which has a current balance of \$349,360.**

**MOTION TABLED**

**Motion Tabled and that staff be directed to research the exact cost and provide a timeline to install an outdoor drinking fountain and shelter at the Amherst Skate Park this summer, with funding to come from the unrestricted Operational reserve which has a current balance of \$349,360.**

**AMENDED MOTION CARRIED**

**2.6 The Dr. & Mrs. H.E. Christie Community Foundation**

**Moved By Councillor Christie**

**Seconded By Councillor Landry**

**That Committee of the Whole forward to the June 28, 2021 regular meeting of Council approval of the acceptance of the donation from The Dr. & Mrs. H.E. Christie Community Foundation and disbursement to Amherst Little League Baseball Club, in accordance with the request of the donor.**

**MOTION CARRIED**

**2.7 Mi'kmaq Flag**

**Moved By Deputy Mayor Davidson**

**Seconded By Councillor Emery**

**That Council direct staff to forward this matter to the new Diversity, Inclusion and Equity Committee for further review and consultation and bring back a recommendation to Council in the future.**

**MOTION CARRIED**

**2.8 Solar for Community Buildings**

**Moved By Councillor Baker**

**Seconded By Councillor Fawthrop**

**That the following be forwarded to the June 28, 2021 Council meeting:**

**1. That the solar project to be located on the roof of the Police Station be relocated to a ground-mounted system at the town water reservoir property at 389 Willow Street, and the Capital Budget for this project be amended from \$184,537 to \$190,730, plus applicable tax.**

**2. That the system to be located on the roof of the Fire Station be relocated to a ground-mounted system at the Waster Water Treatment Facility, and the Capital Budget for this project be amended from \$183,414 to \$190,730 plus applicable tax.**

**3.**

**4. That Council authorizes the CAO to enter into the system supply, install and commission agreement with Thermo Dynamics Ltd. for both projects.**

**MOTION CARRIED**

**2.9 Capital Paving**

**Moved By Councillor Baker**

**Seconded By Deputy Mayor Davidson**

**That the award of the Capital Paving Tender (RFT-21-06) to the lowest compliant bidder, Classic Construction (2012), at their unit prices based on our estimated quantities in the total amount of \$627,700 plus HST, be forwarded to the June 28, 2021 meeting of Amherst Town Council.**

**MOTION CARRIED**

**2.10 Spring Street Paving**

**Moved By Councillor Fawthrop**

**Seconded By Councillor Landry**

**That the award of the tender RFD-21-18 Spring Street Infrastructure Renewal be awarded to the lowest compliant bidder, Bowers' Construction, at their unit prices based on our estimated quantities, in the total amount of \$373,891 (including provisional items and all non-recoverable taxes), be forwarded to the June 28, 2021 meeting of Amherst Town Council.**

**MOTION CARRIED**

**3. Information Items**

**3.1 Spring Street Traffic**

**Moved By Deputy Mayor Davidson**

**Seconded By Councillor Fawthrop**

**That staff be directed to do a traffic study in all school areas as part of the 2022/2023 budget and priority process.**

**3.2 Armories Update**

Information item approved as part of the consent agenda. No direction given or action required.

**3.3 Community Credit Union Business Innovation Center Lease**

Information item approved as part of the consent agenda. No direction given or action required.

**4. Monthly Reports**

The following monthly reports were approved as part of the consent agenda:

4.1 Corporate Services

4.2 Operations

4.3 Police Services

4.4 Fire Services

4.5 Planning & Strategic Initiatives

4.6 Community Well-Being

4.7 Business Development - No Report

**5. In Camera**

**Moved By Councillor Landry**

**Seconded By Councillor Emery**

**That the Committee move to an In Camera session.**

**MOTION CARRIED**

**6. Adjournment**

**Moved By Councillor Emery**

**Seconded By Councillor Christie**

**To adjourn the meeting.**

**MOTION CARRIED**

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Kimberlee Jones  
Municipal Clerk

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David Kogon, MD  
Mayor

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

**Date:** August 4, 2021  
**Time:** 4:00 pm  
**Location:** Zoom Virtual Meeting

**Members Present** Mayor David Kogon  
Deputy Mayor Hal Davidson  
Councillor George Baker  
Councillor Sheila Christie  
Councillor Lisa Emery  
Councillor Dale Fawthrop  
Councillor Leon Landry

**Staff Present** Jason MacDonald, CAO  
Tom McCoag, Corporate Communications Officer  
Kim Jones, Municipal Clerk  
Emily Wainwright, Administrative Assistant

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Due to the COVID-19 pandemic this was a virtual meeting held via Zoom.

**1. Call to Order**

Mayor Kogon called the meeting to order at 4:16 p.m.

**2. Council Direction Requests**

**2.1 Solid Waste Bylaw - 1st Reading**

**Moved By Councillor Christie**

**Seconded By Councillor Landry**

**That Council refer approval of the attached amended Solid Waste Bylaw to its Special Council meeting on August 4, 2021.**

**MOTION CARRIED**

Town of Amherst  
Solid Waste By-Law

1. This By-Law is entitled the "Town of Amherst Solid Waste By-Law" and is developed in accordance with *the Municipal Government Act 1998, Chapter 18, Section 325.*

**Definitions**

2. In this By-Law:

- (1) "**backyard composting**" means composting at a residential premise of organic solid waste comprised of yard waste and food scraps and spoiled or waste food or foodstuff excluding meat, fish, eggs or dairy products where:
- (i) the waste is generated by the residents of the residential premise;
  - (ii) the annual production of compost on any property lot does not exceed 2 cubic metres;
  - (iii) the composter or compost pile is not located within 15 metres of any window or door of a structure on an adjacent property;
- (2) "**biomedical waste**" means and is limited to carcasses of animals exposed to pathogens, disease waste, cultures and stocks, human blood and blood products, pathological waste, sharps waste, and other waste determined to be infectious;
- (3) "**CJSMA**" means the Cumberland Joint Services Management Authority or its successors who manage the operation of the Little Forks Landfill at Cumberland County;
- (4) "**collector**" means any person or corporation collecting solid waste in the Town for gain or profit licensed in accordance with section 7 of this by-law;
- (5) "**collector license**" means a license to transport solid waste generated within the town of Amherst and issued by the Solid Waste Manager.
- (6) "**commercial container**" means any container used for the storage of solid waste or any container used for the storage of organic materials or recyclable materials originating from industrial, commercial, or institutional premises on properties located in the Town of Amherst for collection by a hauler;

- (7) **“compostables / organics”** means food scraps and spoiled or waste food or foodstuff including vegetable peelings, meat, fish, eggs, bones, waste food products, soiled and wet paper and soiled paper products such as table napkins, paper towels, pizza boxes, wet ashes, leaves and yard waste, together with such other organic materials as may, from time to time, be identified in public education documents suitable for municipal collection in compost bins;
- (8) **“compost bin”** means a wheeled aerated cart designed to be emptied by hydraulic lifting devices for the storage and municipal collection of compostables made available by or through the Town for that purpose;
- (9) **“composting”** means the nuisance-free biological decomposition of organic materials, substances or objects under controlled circumstances to a condition sufficiently stable for nuisance-free and safe storage and use in land applications;
- (10) **“container recyclables”** means redeemable beverage containers, steel, tin or aluminum food containers and cans, glass food containers, jars and bottles, low density polyethylene bags and packaging, high density bags, containers and packaging, polycoat containers for milk, milk products, soya milk, concentrates or other liquids or powders, and any such other items as may, from time to time, be identified in public education documents distributed by the Town of Amherst or CJSMA as suitable for municipal container recyclables collection;
- (11) **“construction, demolition and renovation debris”** means materials which are normally used in the construction of buildings, structures, roadways, walls and other landscaping material and includes, but is not limited to, soil, asphalt, brick, mortar, drywall, plaster, cellulose, fiberglass fibers, gyproc, lumber, wood, asphalt shingles, and metals and such other materials as may be permitted from time to time by regulations of the Province of Nova Scotia for disposal at a disposal site for construction, demolition and renovation debris;
- (12) **“contaminated soil”** means soil which
- (i. has been contaminated with and contains in excess of 2,000 parts per million of total petroleum hydrocarbons; or
  - (ii. Has been removed from a site because of actual or suspected contamination pursuant to a requirement or order of the Nova Scotia Department of Environment;
- (13) **“contamination”** generally refers to any item which is not acceptable in any given source-separated stream according to the definition of that stream. In the case of recyclable materials, contamination also refers to recyclable items which may be soiled or dirty, which renders such items non-recyclable;
- (14) **“Council”** means the council for the Town of Amherst;
- (15) **“curb”** means that portion of the public street right-of-way between the traveled portion of the street and the property line which parallels the street center line;
- (16) **“Cumberland Central Landfill”** means the solid waste processing and disposal complex at Little Forks which includes a sanitary landfill, a recycling plant, a compost processing facility, leachate treatment facility, leaf and yard waste area, contaminated soils area, a metal salvage area, and a demolition debris disposal site;
- (17) **“Enforcement Officer”** means the person appointed by the Town to be the Enforcement Officer or their designate;
- (18) **“fibre recyclables”** means corrugated cardboard, newsprint, catalogues, bond paper, glossy flyers and magazines, paper egg cartons, boxboard, computer paper, telephone and other soft cover books, and any such other items as may, from time to time, be identified in public education documents distributed by the Town of Amherst or CJSMA as suitable for municipal fibre recyclables collection.
- (19) **hazardous waste”** means waste that may be harmful to humans, animals, plant life or natural resources including, but not restricted to, industrial chemicals, toxic, flammable, corrosive, radioactive, reactive, pathological and PCB waste, oil, gasoline, paint solvent, wood preservatives, ink, battery acid, pesticides and insecticides;
- (20) **“hospital and pharmaceutical waste”** means waste generated at hospitals, clinics, pharmacies, veterinary clinics, dentist offices and includes used needles, drugs, dressings, excluding pathological waste;
- (21) **“householder”** means owner, occupant, lessee, tenant or other person in charge of a dwelling, mobile home, hotel, restaurant, apartment unit, office building, public institution or other building or property, and includes the person assessed for the building pursuant to the Assessment Act, R.S.N.S. 1989, c.23;
- (22) **“ICI Sector”** means motel, restaurant, office building, public institution, manufacturing plant, retail sales outlet or any other premise not a residential premises as defined by this by-law;
- (23) **“owner”** means:
- (i. a part owner, joint owner, tenant in common or joint tenant of the whole or any part of the land or a building;
  - (ii. In the case of the absence or incapacity of the person having title to the land or building, a trustee, an executor, a guardian, an agent, a mortgagee in possession or a person having the care or control of the land or building; or
  - (iii. In the absence of proof to the contrary, the person assessed for the property;
- (24) **“pathological waste”** means any part of the human body excepting hair, nail clippings and the like, any part of a dead animal infected with a communicable disease, and non-anatomical waste infected with a communicable disease;
- (25) **“premise”** means any building or property in the Town;
- (26) **“public education documents”** includes newspaper or radio advertisements, newsletters, pamphlets, flyers or other material circulated by mail or delivery by or for the Town, CJSMA, the Nova Scotia Department of Environment or the Nova Scotia Resource Recovery Board;

- (27) **“reactive waste”** means a waste that reacts violently with water or is readily capable of detonation or explosive reaction including calcium carbide;
- (28) **“redeemable beverage container”** means a container of less than 5 litres which contains or has contained a beverage and was sealed by the manufacturer after the beverage was placed in it, other than a container for milk, mild products, soya milk or concentrates;
- (29) **“residential premises”** included single family dwellings, duplexes and apartment buildings with three dwelling units or less, but does not include a motel, hotel or inn;
- (30) **“residential solid waste”** includes compostables, recyclable materials and residual garbage generated at a residential premise;
- (31) **“residual waste”** means waste other than:
- (i. recyclable material;
  - (ii. compostables;
  - (iii. construction, demolition and renovation debris, pathological waste, reactive waste, septic waste, hospital and pharmaceutical waste, contaminated soils, friable asbestos, leaf and yard waste, sharps waste, white goods, or other material identified in this by-law as to be placed for collection only upon special collection dates;
  - (iv. notwithstanding subparagraphs (i) and (ii) hereof, residual waste may include compostables or recyclable materials to the extent separation of compostable and recyclable material was not reasonably possible for the waste generator because of the fusing or bonding together of materials in the state in which the waste generator received them or because of the reasonable cross-contamination of materials in the ordinary course of use by the waste generator if such contamination was unavoidable by the exercise of due diligence by the waste generator;
- (32) **“scrap metal / white goods”** includes items such as washers, dryers, dishwashers, stoves and refrigerators;
- (33) **“septic waste”** means the liquid and solid material removed from septic tanks, sewage treatment plants, and manholes, cesspools, privies and portable toilets;
- (34) **“sharps waste”** means hypodermic needles, syringes with needles attached, IV tubing with needles attached, dental scalars, scalpel blades and lancets that have been removed from the original sterile package;
- (35) **“solid waste”** includes recyclable material, compostables, and residual waste, construction, demolition and renovation debris, leaf and yard waste, contaminated soils and any other waste or discarded tangible personal property;
- (36) **“Solid Waste Manager”** means the Solid Waste Manager of the CJSMA;
- (37) **“stream”** means waste of the same kind being:
- (i. compostables;
  - (ii. Recyclable material;
  - (iii. Residual waste;
  - (iv. Construction and demolition debris;
  - (v. contaminated soil;
  - (vi. solid waste of any type which is not acceptable at a municipal solid waste management facility; or
  - (vii. solid waste of any type which is only accepted on the occasion of special collections, or by contract, or by express approval in advance of the operator of a municipal solid waste management facility;
- (38) **“Town”** means the Town of Amherst;
- (39) **“unacceptable materials”** shall be defined as materials not accepted for disposal at the Cumberland Central Landfill, this includes but is not limited to biomedical waste and household hazardous waste;
- (40) **“yard and leaf waste”** means vegetative matter resulting from gardening, horticulture or landscaping, including materials such as tree and shrub trimmings, plant remains, grass clippings, leaves, trees and stumps, but excludes construction and demolition debris or contaminated organic matter.

### **Source Separation**

3. Owners and occupants of property in the Town shall separate solid waste at the time of generation, and provide storage, placement for collection and disposal into uncontaminated separate solid waste streams as follows:
- (1) compostables;
  - (2) (i. **container** recyclable materials;
  - (ii. **fibre** recyclable materials;
  - (3) residual waste;
  - (4) construction, demolition and renovation debris;
  - (5) contaminated soil;
  - (6) solid waste of any type which is not accepted at a municipal solid waste management facility, each such type in its own stream; and
  - (7) solid waste of any type which is only accepted on the occasion of special collections, or by contract or by express approval in advance of the operator of a municipal solid waste management facility, each such type in its own stream.

## **RESIDENTIAL SECTOR**

### **Residential Solid Waste Disposal**

4. Except for the placement of solid waste for collection in accordance with this by-law, no person shall deposit, cause to be deposited or permit to be deposited solid waste at any place in the Town provided, however, that:
  - (1) backyard composting carried out in such manner as not to constitute a nuisance is permissible;
  - (2) no person shall place, cause to be placed for collection any solid waste that is not separated as required by Section 3 of this by-law or which is falsely or misleadingly presented or packaged as solid waste of a particular kind, type, stream or place of origin or which is concealed within or intermingled with solid waste of another kind, type, stream or place of origin;
  - (3) no householder in the Town shall permit the accumulation of solid waste in or around the property to the extent that it is or is likely to become a nuisance, unsightly or a hazard to public health;
  - (4) subject to statutes, regulations or laws of the Province of Nova Scotia or Canada to the contrary, the unconcentrated disposal of waste trees, brush or portions thereof or other organic farm or forestry waste by decay on forest or farm land is permitted; and
  - (5) subject to statutes, regulations or laws of the Province of Nova Scotia or Canada or other by-laws of the Town to the contrary, the nuisance-free disposal of aggregate, soil, bricks, mortar, concrete, asphalt pavement, porcelain or ceramic materials as fill is permitted.

### **Municipal Residential Collection**

5. Council may, by resolution, provide for municipal collection of solid waste by a contractor in some or all areas of the Town and, for greater certainty and without limiting Council's discretion to use different collection classifications, Council may limit collection to particular types of solid waste to properties containing not more than a specified number of residential households, and/or to commercial solid waste generators of a particular type or size or generating not more than a specified volume of solid waste, and may provide different collection services for any different class of waste generator.

### **Solid Waste Collection**

6. Except to the extent authorized by contract with the Town or by public education documents distributed from time to time, including but not restricted to public education documents or notices published in connection with special collection days, persons placing solid waste for collection shall comply with the following:
  - (1) the frequency and schedule of collection of residual residential solid waste within the Town shall be determined by resolution of Council;
  - (2) all solid waste shall be placed for collection within three meters of the curb, placed in such a manner as to interfere as little as possible with pedestrian traffic and snow removal;
  - (3) residual waste shall be placed for collection in securely tied, transparent, colourless, plastic disposable water-proof bags of a dimension not smaller than 60 cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag and not more than six [6] such bags per dwelling unit shall be placed for collection on any one collection day;
  - (4)
    - (i. container recyclable materials shall be placed for collection in securely tied, transparent plastic disposable water-proof bags of a dimension no smaller than 60 cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag. Not more than three [3] such bags or bundles per dwelling unit shall be placed for collection on any one collection date;
    - (ii. paper recyclable materials shall be placed for collection in securely tied, transparent plastic disposable water-proof bags of a dimension no smaller than 60 cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag. Not more than three [3] such bags or bundles per dwelling unit shall be placed for collection on any one collection date;
  - (5) the collection of organic materials (compostables) shall be subject to the following conditions or such further conditions as the Town may establish by resolution:
    - (i. each residential premises shall have a compost bin as approved by the Town in which organics are to be placed for collection;
    - (ii. the compost bins are the property of the Town. The owner of the residential premises shall be responsible to ensure that such bins are kept secure on their premises and are kept in good repair;
    - (iii. storage of food scraps and spoiled or waste food or foodstuff, except as disposed of by backyard composting, shall be removed from every property by the occupant no less than once every two weeks and disposed of according to this by-law;
    - (iv. leaf and yard waste placed for collection shall, in the case of leaves, be placed in compostable/paper bags of a dimension no smaller than 60 cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag and not more than 10 such bags per residential premise shall be placed for collection on any one collection day. Brush and tree branches shall not exceed 1.5 m in length or 25 kg in weight and individual limbs shall have a diameter not exceeding 5 cm in diameter;
  - (6) bulky items placed for special collection shall not exceed 50 kg in weight for any one item or 150 kg for all items for any one residential premise on any one special collection date and no individual item shall measure greater than 2.0 meters in any dimension;
  - (7) except to the extent authorized by contract with the Town or by public education documents distributed from time to time, no person shall place for collection:

- (i. hazardous waste
- (ii. hospital and pharmaceutical waste
- (iii. pathological waste
- (iv. asbestos
- (v. septic waste
- (vi. hot or dry ashes
- (vii. dead animals
- (viii. industrial waste, including non-residential farm, forestry or fishing waste
- (ix. tires
- (x. waste generated outside the Town
- (xi. other materials or solid waste as may be identified as unacceptable for collection in public education documents distributed from time to time;

(8) **Scavenging**

- (i. no person shall pick over, interfere with, disturb, remove or scatter any waste or bundled article placed out for collection, whether in a concealed container or otherwise;
  - (ii. no person shall permit or suffer any animal owned or harboured by him or under his control to pick over, interfere, disturb, eat, remove or scatter any waste placed out for roadside collection;
  - (iii. except as authorized by the Town, no person shall remove recyclable material or other solid waste placed or apparently placed for municipal collection by waste generators, owners or occupants and all recyclable materials are the property of the Town from the moment of placement for municipal collection. Nothing in this section relieves an owner or occupant from the duties set out in subsection [(12)] of section [6];
  - (iv. this section does not apply to the person who placed the waste material for collection or to the Town, its contractors or authorized Town collection contractors;
- (9) no person shall place solid waste for collection on a property other than solid waste generated on that property;
- (10) no person shall place waste from premises other than residential premises on municipal property for collection or other reason without written permission from the Town;
- (11) waste refrigerators and freezers shall either be stored inside or enclosed, locked child-proof building or shall have their doors removed from the appliance;
- (12) solid waste containers, compost carts, uncollected waste and any waste scattered by animals, pests or weather shall be removed by the householder from the place where such solid waste was placed for collection not later than midnight on the day of collection.

7. Only the contractor hired by the Town is permitted to regularly collect solid waste from residential premises in Amherst.

**Special Collections**

8. Council may, by resolution, provide for special municipal solid waste collections on an occasional basis or may provide for municipal collection from a drop-off site, of particular types of solid waste, such as discarded Christmas trees, bulky items not eligible for regular municipal collection, household hazardous waste or other specified solid waste, and may limit such special collection in particular areas of the Town, to properties containing not more than a specified number of residential households and/or to commercial solid waste generators of a particular type or size or generating not more than a specified volume of solid waste.

**Solid Waste Containers**

9. The owner and occupant of every property in the Town shall provide sufficient and adequate receptacles or containers for solid waste which may accumulate from time to time on the property, and, without limiting the generality of the foregoing:
- (1) food scraps and spoiled or waste food shall be stored in compost bins or in other receptacles or containers that are water-proof, impervious to domestic and wild animals and rodents and which are designed to avoid the entrapment of children;
  - (2) compost bins or other receptacles or containers used for storage of food scraps and spoiled or waste food shall not be placed or kept within 2 meters of a window or door situated on an abutting or adjacent property;
  - (3) recyclable material and residual garbage shall be stored inside buildings or in receptacles or containers that are water-proof, impervious to domestic and wild animals and rodents, and which are designed to avoid the entrapment of children.

**INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL SECTOR (ICI)**

**Industrial, commercial, Institutional Solid Waste Disposal**

10. (1) Owners and occupants of properties in the ICI Sector which generate the following waste shall, either personally or by employees, contractors or agents and in compliance with all applicable federal, provincial and municipal laws, remove and dispose of such waste:
- (i) all solid waste generated by industrial, commercial or institutional premises, facility or operation;
  - (ii) all solid waste resulting from construction of any kind, including renovation or repair;
  - (iii) all solid waste resulting from the demolition of a building or structure.
- (2) The Town, by contract with solid waste generators in the ICI Sector, may provide collection of solid waste and may, in such contract, vary any of the limitations or restrictions applicable to general municipal collection as set out herein.

- (3) The property owner of an industrial, commercial or institutional property shall ensure that:
- (i) adequate space is provided on the property to accommodate containers for the collection of source-separated residual waste, organic materials, container recyclable materials and fibre recyclable materials generated at the property;
  - (ii) where food is consumed on site, receptacles must be present to accommodate the collection and separation of residual waste, organic material, and recyclable materials for people disposing of such material;
  - (iii) signage clearly defined for the sorting of recyclables, organic materials and residual waste is to be located within three [3] meters of the commercial container(s);
  - (iv) where industrial, commercial or institutional properties have a chute, signage is required to be posted on every floor where access to a chute is provided to instruct tenants to the location of commercial containers for residual waste, recyclables, and organic materials.
- (4) The occupant of an industrial, commercial or institutional property shall:
- (i) source separate all waste generated in the occupant's unit or portion of the building at the point of generation into residual waste, organic material, container recyclable material and fibre recyclable material, so as to comply with the disposal bans and to facilitate their recycling, composting or disposal in accordance with the Town's waste resource management system;
  - (ii) place for collection source separated material in containers in accordance with Section 11 at the storage areas on the property as designated by the property owner;
  - (iii) place all residual waste in securely tied, transparent, colourless plastic disposable water-proof bags of a dimension not smaller than 60cm X 80 cm, nor greater than 100 cm X 150 cm, and shall not exceed a weight of 25 kg per bag;
  - (iv) where food is consumed on site, clearly label bags of solid waste generated and sorted by consumers of food with identifying labels or markers provided by the Solid Waste Manager for this purpose. This provision does not relieve the occupant of the requirement to source separate waste generated or handled by employees on site.

#### **Commercial Containers**

11. (1) Any person who makes use of a commercial container for the temporary storage of waste shall ensure that such commercial container:
- (i) is sturdily constructed of weather-proof and animal-proof material, and is capable of containing the material deposited within;
  - (ii) has displayed thereon the name and telephone number of the owner of the container and the type of material to be deposited therein;
  - (iii) has displayed thereon the following message "GARBAGE" or "WASTE" where residual waste is to be deposited in the commercial container;
  - (iv) has displayed thereon the following message "ORGANICS" where organic materials are to be deposited in the commercial container;
  - (v) has displayed thereon the following message "CONTAINER RECYCLABLES" where container recyclables are to be deposited in the commercial container;  
has displayed thereon the following message "FIBRE RECYCLABLES" where fibre recyclables are to be deposited in the commercial container
  - (vi) where it is not possible to display the appropriate message as outlined in this subsection directly on the commercial container, then appropriate signage shall be posted within three [3] meters of the commercial containers with the message indicating the materials to be deposited therein, and
  - (vii) any message required by this section shall use lettering not less than 10 centimeters in height and 4 centimeters in width;
  - (viii) is equipped with a lid with a positive closing device which shall be kept closed except when the container is being loaded or unloaded;
  - (ix) is cleaned regularly and periodically, as necessary to avoid the build-up of odours;
  - (x) where tenants are required to place materials in the container, the container shall be designed and situated to be reasonably accessible for this purpose.
- (2) The owner of any premises on which a commercial container is placed shall ensure that:
- (i) where possible, any such container is kept behind or beside the building which it serves;
  - (ii) if kept in front of the building due to lot size and/or property configuration, such container is located at least six (6) meters from the front property line;
  - (iii) any such container is reasonably screened so as not to be visible from any street; and
  - (iv) any such container is kept in a manner that is not unsightly and does not cause a nuisance or health-related problem.

- (3) No person shall place a commercial container on any public street within the Town without the written permission of the Town Engineer.
- (4) The owner of any premises upon which a commercial container is located shall be responsible to:
- (i) keep the area surrounding any such container free from litter and waste;
  - (ii) cause any such container to be emptied at least once in every seven [7] days or more frequently if the container becomes filled before the seven day period elapses unless the material is of a nature such that longer storage will not cause a nuisance or health related problem (e.g. dry or inert type materials, recyclable material, scrap metals, etc.);
  - (iii) to ensure that any such container is loaded uniformly and is loaded such that waste material is completely contained within the container when closed.
- (5) The owner of any industrial, commercial or institutional premises shall ensure that commercial containers on the premises:
- (i) accommodate source separated waste generated at that location;
  - (ii) are designed and constructed such that the waste (residual waste, organic materials, recyclable materials) remains in a source separated condition; and
  - (iii) are easily accessible to the occupants.
- (6) The owner of any industrial, commercial or institutional premises may make use of aerated organics containers specifically designed and approved for the storage and collection of source-separated organic materials from industrial, commercial or institutional premises provided the owner complies with the other applicable requirements of this Section 11.
- (7) Bulk commercial containers used during construction or repair work need not comply with paragraphs [11. (1)] and [11. (2)] of this by-law for temporary period of not more than six [6] months or until the completion of the construction or repair work, whichever is sooner.

#### **GENERAL**

#### **Inspections**

12. Where an inspection is required or conducted pursuant to this by-law:
- (1) the Enforcement Officer may enter in or upon land or premises at a reasonable time without a warrant;
  - (2) except in an emergency, the Enforcement Officer shall not enter a room or place actually being used as a dwelling without the consent of the owner or occupier, unless the entry is made in daylight hours and written notice of the time of the entry is given to the owner or occupier at least twenty-four hours in advance; and
  - (3) where a person refuses to allow the inspector to exercise, or attempts to interfere or interferes with the Enforcement Officer in the exercise of a power granted pursuant to this by-law, the Enforcement Officer may apply to a judge of the Supreme Court of Nova Scotia for an order,
    - (i) to allow the Enforcement Officer entry to the building, and
    - (ii) restraining a person from further interference;
    - (iii) to recover all costs associated with any such order.

#### **Solid Waste Collectors**

13. No person shall engage in the business of collection or transporting solid waste generated within the Town of Amherst, nor shall they deposit solid waste at the Cumberland Central Landfill unless the person holds a current collector License from the Town of Amherst for that purpose, obtained or renewed before March 31 in each calendar year.
14. The application for a Collector's License shall be made in writing, in duplicate, on such form as may be specified by the solid Waste Manager from time to time, and signed by the person applying therefore. Every application for a Collector License, including each annual renewal, shall contain the following information:
- (1) the name, address and phone number of the applicant;
  - (2) the provincial motor vehicle registration number and description by make, model and year of any vehicles to be used by the applicant in connection with the collection or transportation of solid waste in the Town of Amherst;
  - (3) a description of the types of solid waste for which a Collector License is sought;
  - (4) an annual license fee as determined from time to time by Council.
15. Licensed collectors shall use collection and transportation equipment which:
- (1) is insured for third party liability in such amount as may be required from time to time by the Solid Waste Manager or as listed in tender documents;
  - (2) is registered under the Motor Vehicle Act and which complies with all provisions of that Act or of any other applicable statute or regulation in effect from time to time;
  - (3) is driven by an operator with valid operator's permits of the requisite class for that type of vehicle;
  - (4) is designed and utilized in a manner which prevents any solid waste or liquid waste from falling out, being

spilled, blown or scattered from the vehicle during collection or transportation and, in particular:

- (i) must be equipped with a tailgate or other restraining device which shall be closed while the vehicle is in motion;
  - (ii) must be equipped with a cover, tarpaulin or other adequate protective device to prevent littering during collection or transportation of solid waste;
- (5) if used in the collection of more than one type of solid waste, be designed, constructed and used in such a manner as to prevent cross-contamination between different solid waste streams;
- (6) displays the name of the Licensed Collector in characters not less than 2.5 cm in height.
16. Licensed collectors shall:
- (1) refuse collection of solid waste which is not separated or otherwise placed for collection in accordance with the requirements of this by-law;
  - (2) haul in separate loads of solid waste collected in different municipal units, except as may be expressly authorized by the Solid Waste Manager;
  - (3) comply with the provisions of this by-law, including but not restricted to those concerning the placement or deposit of solid waste at municipal solid waste management facilities;
  - (4) attend courses or training seminars, as stipulated from time to time by the Solid Waste Manager regarding the collection and transportation of solid waste, the use of solid waste management facilities and the public education of solid waste generators;
  - (5) comply with any directives or restriction on collection or transportation routes, or the timing, procedures or methods to be utilized in connection with the collection or disposal of solid waste at a municipal solid waste management facility as may be specified by the solid Waste Manager from time to time.
17. The Solid Waste Manager may refuse to issue or renew or may revoke or suspend a Collector's license for breach of the by-law or of the terms or conditions of a License. The Solid Waste Manager may suspend a Collector's License on reasonable and probable grounds without hearing or notice in the event of a willful breach of the by-law or a loss or apparent loss of vehicle/driver licensing, registration or insurance, in which event an interim suspension shall remain in effect for a period of up to 30 days pending a hearing. In all other instances, a refusal to issue or renew or a revocation or suspension of the license shall only be made by Council after convening a hearing.

#### **Enforcement and Penalty**

20. Proof that solid waste that was deposited or placed somewhere in contravention of this by-law originating from a particular person shall be evidence that the person so deposited or placed it, or caused or permitted it to be so deposited or placed, in the absence of evidence to the contrary.
21. Any person who contravenes any provision of this by-law is punishable on summary conviction by a fine of not less than \$200 and not more than \$5,000 and to imprisonment of not more than 60 days in default of payment thereof.
22. Each day that a person commits an offence under this by-law constitutes a separate offence.

#### **Solid Waste Disposal**

23. It is the policy of the CJSMA that all materials brought for disposal to the Cumberland Central Landfill are source separated at the time of generation as per Section 3 of this by-law.
24. No person shall place, cause to be placed or permit to be placed at, in, or adjacent to a municipal solid waste management facility any solid waste when the facility is not open or when the operator or municipal staff of the municipal solid waste management facility refuses to accept a load or loads of items of solid waste.

#### **Scavenging**

25. No person shall remove material from the Cumberland Central Landfill without permission from Cumberland Joint Services Management Authority.

#### **Inspection and Enforcement at Cumberland Central Landfill**

26. Loads entering the Cumberland Central Landfill site will be inspected. Waste haulers and generators are advised that CJSMA reserves the right to reject non-compliant loads or portions of loads and to recover additional waste management cost incurred due to the improper disposal of non-compliant materials by haulers and/or generators.

In the event materials are not in compliance with regulations for disposal at the site not identified by the site owners and operators until dumping of the materials has commenced or has been concluded, the collector and the originator of such materials shall be responsible to immediately remove the non-compliant materials from the site.

Any waste hauler/generator disposing of solid waste at the Cumberland Central Landfill must provide a manifest upon request.

**Repeal**

- 27. The Town of Amherst Solid Waste By-law, D-20, approved by Council on April 22, 2002 with amendments dated February 24, 2003, April 30, 2007, and March 9, 2018 is hereby repealed.

**Clerk's Annotation for Official By-Law Book**

Date of First Reading: \_\_\_\_\_  
 Date of Notice of Intent to Consider: \_\_\_\_\_  
 Date of Second Reading: \_\_\_\_\_  
 \*Date of Advertisement/Notice of Publication\* \_\_\_\_\_  
 Date of mailing to Minister a certified copy: \_\_\_\_\_

I certify that this **Solid Waste By-law** was adopted by Council and published as indicated above.

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 Jason MacDonald, Date  
 Chief Administrative Officer

\*Effective Date of the By-Law unless otherwise specified in the text of the By-Law.

**2.2 Inclusion, Diversity and Equity Committee Terms of Reference  
 Moved By Deputy Mayor Davidson  
 Seconded By Councillor Baker  
 That Council refer approval of the attached Terms of Reference for the newly created Inclusion, Diversity, and Equity Committee to its Special Council meeting on August 4, 2021.**

**MOTION CARRIED**

**TOWN OF AMHERST POLICY** **NUMBER 0000-00**  
**PAGE 1 of 2**

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**DEPARTMENT:** ALL TOWN DEPARTMENTS

**TITLE:** Town of Amherst Inclusion, Diversity, and Equity Committee – Terms of Reference

Minutes reference date: \_\_\_\_\_

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**1.0 PURPOSE:**

The Town of Amherst’s Vision is to be a healthy, prosperous, inclusive and environmentally sustainable community in which people of all ages, abilities and cultures are engaged and proud to live, work and play. The purpose of the Committee is to advise the Town of Amherst Council on matters related to inclusion, diversity and equity in the organization and the community.

**2.0 MANDATE**

The Town of Amherst values inclusivity, diversity and equity in all areas of the workplace. Additionally, the Town values the contributions that each citizen brings, and is committed to ensuring full and equitable participation for all in our community. The mandate of the Committee is:

- i. To recommend to Council the development and/or revision of policies and practices to create a diverse municipal workforce and to ensure an inclusive workplace;
- ii. To recommend to Council training opportunities for staff and Council to assist in creating a culturally competent workplace so that all employees feel valued and safe;
- iii. To research and recommend to Council any actions needed to ensure the Town is compliant with the Nova Scotia Human Rights Act;
- iv. To include marginalized and under-served persons through Committee membership recruitment, sub-committee participation and community engagement;
- v. To make recommendations regarding equitable municipal services and programs that meet the needs of all residents
- vi. To promote and celebrate the diversity within our community

The Committee’s initial mandate is for a two-year term, with the first 12-months dedicated to the creation of an internal organizational action plan. At the end of the 12 months, the Committee will evaluate the feasibility of developing an external community action plan. At the end of the two-year term, the Committee will review the terms of reference and make recommendations to Council regarding the Committee’s continuing role.

### 3.0 MEMBERSHIP

The membership of the Committee will be as follows:

- a. Voting Members:
  - i. Two (2) Councillors;
  - ii. Up to 5 Town of Amherst residents
- b. Non-voting Members:
  - i. Two Municipal staff, appointed by Council;
  - ii. Other Town staff as resources as needed

### 4.0 COMMITTEE MEMBERSHIP SELECTION PROCESS

Members of the Committee will be selected as follows:

- i. Council will select their own representatives;
- ii. The Chair and Vice Chair shall be appointed by Council
- iii. Applications for other community representatives will be solicited using the Town website and usual social media outlets. A targeted approach will be used to ensure under-served and under-represented people are reached. Members will possess qualities such as progressive teamwork, cross-sectoral respect, ability to respect confidentiality, and strong communication skills. Interested citizens will be invited to submit a letter of interest and experience for consideration. Citizens members shall be appointed by Council.

### 5.0 DELEGATED AUTHORITY

The Committee is established as an advisory committee to the Amherst Town Council and does not have any delegated authority.

### 6.0 FUNCTIONING OF THE COMMITTEE

A quorum consists of a majority of the members of the Committee. Decisions of the Committee will be made by a majority vote. For the purposes of this Committee, majority means more than one half of those present.

### 7.0 BUDGET AND RESOURCES REMUNERATION

The Committee members serve as volunteers and shall serve without remuneration.

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**8.0 LOCATION OF THE MEETINGS**

The Committee meetings will be held at a Town of Amherst facility, with the option of virtual attendance, as per policy.

**9.0 FREQUENCY OF MEETINGS**

The Committee will meet every two months. Additional meetings may be scheduled if needed, following consultation with the Chairperson and the Municipal Clerk. Meetings will normally be held during normal business hours or early evening.

**10.0 ABSENTEEISM**

A committee member who, without leave of the Chair, is absent from three consecutive regular meetings, ceases to be a member.

**11.0 REVISION HISTORY**

Revision	Date	Comments
1		Issue Date

3. **In Camera**  
Moved By Councillor Christie  
Seconded By Councillor Emery  
That the Committee move to an In Camera session.

**MOTION CARRIED**

4. **Adjournment**  
Moved By Councillor Fawthrop  
Seconded By Councillor Emery  
That Committee adjourn at 4:25 p.m.

**MOTION CARRIED**

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David Kogon, MD  
Mayor

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Kimberlee Jones  
Municipal Clerk

# TOWN OF AMHERST

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SEPTEMBER 20TH, 2021

# GOVERNMENT RELATIONS

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The Nova Scotia Power Government Relations Team provides elected officials a dedicated contact to support you serving your constituents



## COMMUNICATION & KEY MESSAGES

- Projects & initiatives
- Weather events and power outages
- Updates in service delivery



## [GOV@NSPOWER.CA](mailto:GOV@NSPOWER.CA) / 902-428-6352

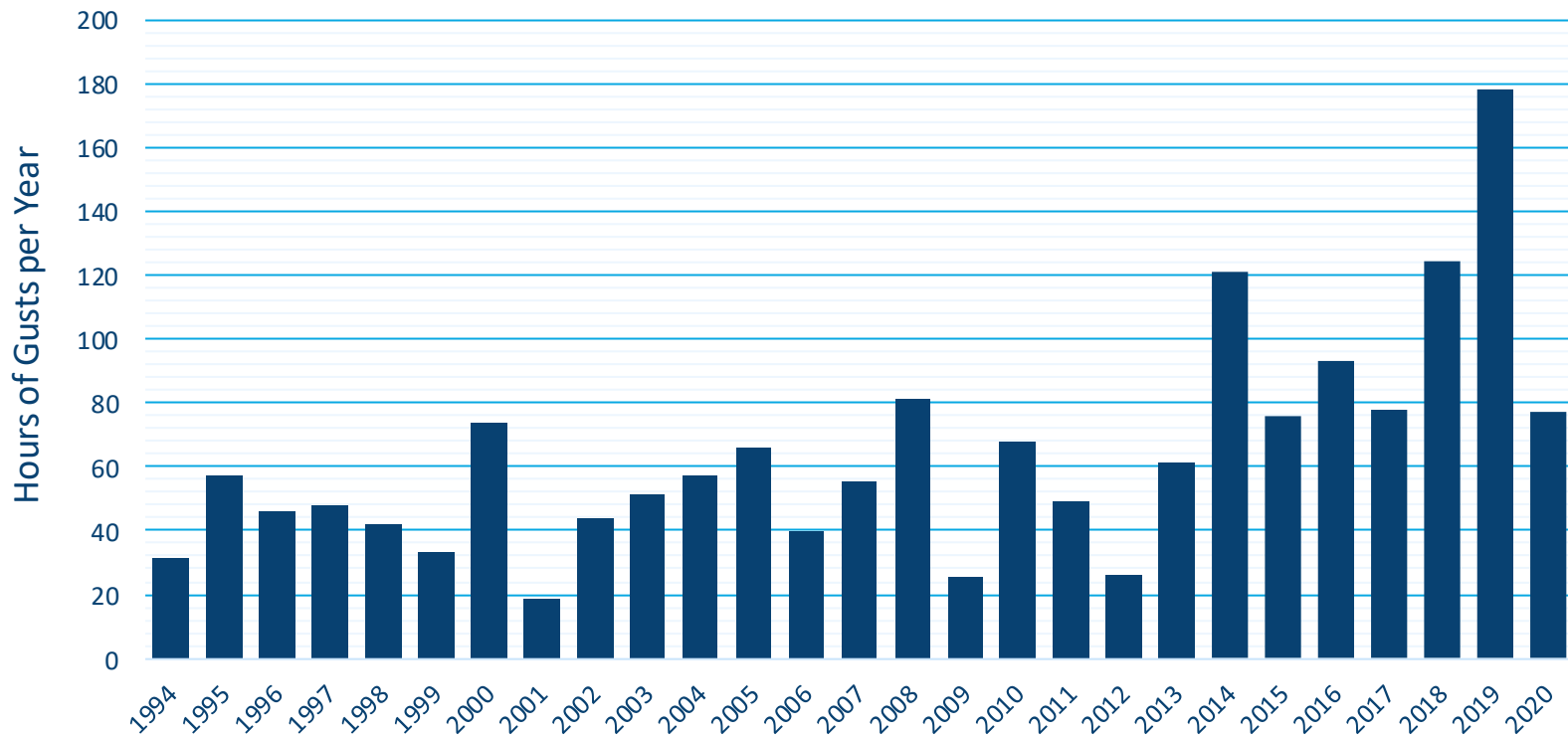
- General inquiries & requests
- Field work updates
- Tree trimming
- Payment arrangements



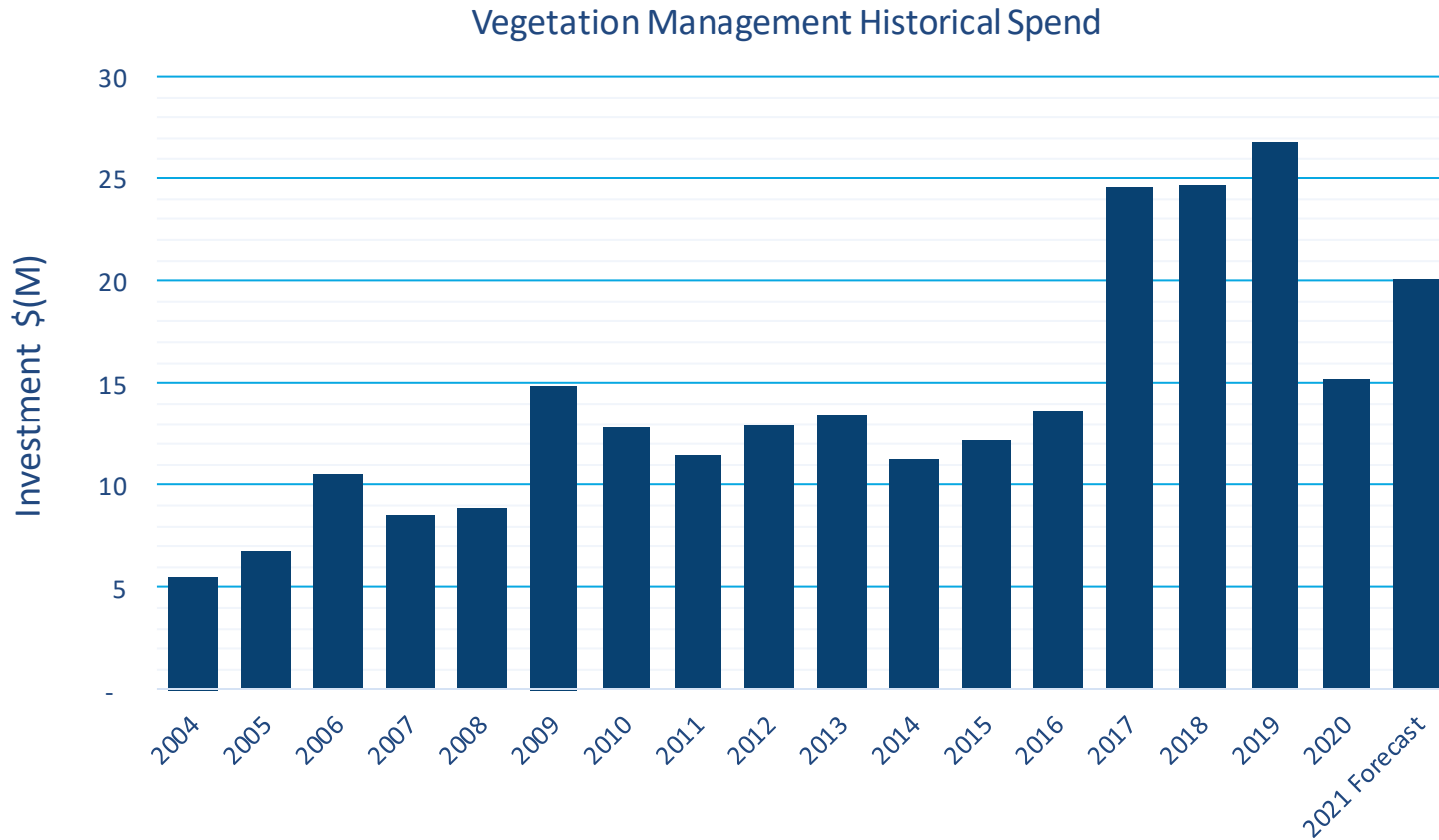
For general service requests call our Customer Care Centre at 1-800-428-6230 and for 24/7 Outage Emergencies 1-877-428-6004

# WEATHER PATTERNS ARE CHANGING

Cumulative Hours of Gusts >80 km/h  
Yarmouth, Greenwood, Halifax, Truro, Sydney



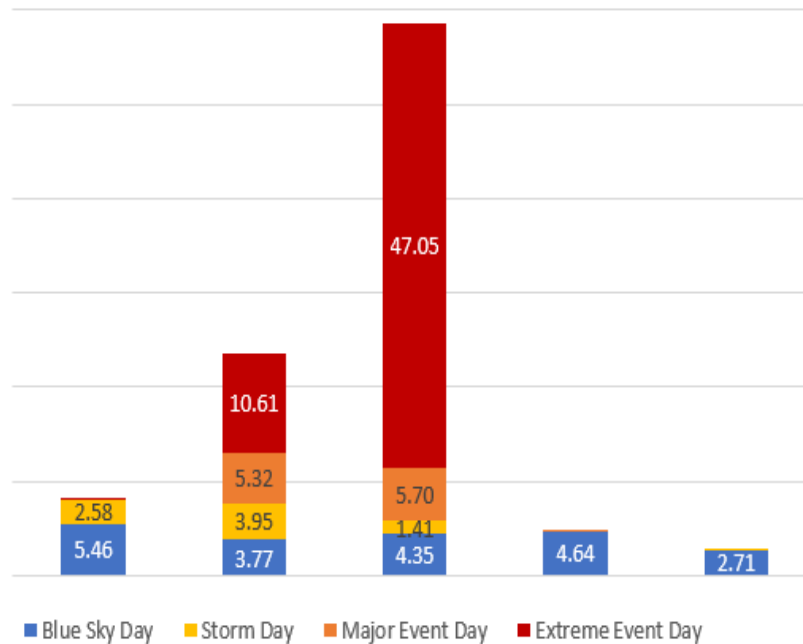
# OUR RESPONSE IS CHANGING TOO



# RELIABILITY- TOWN OF AMHERST

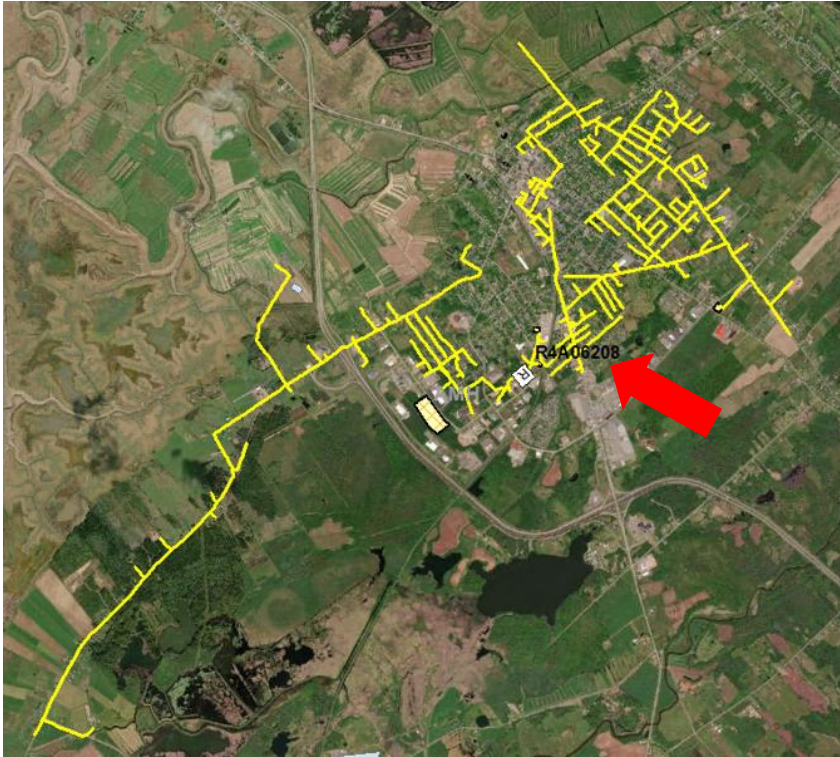
- Amherst performs better compared to other areas in the province.
- 2021 is showing improvement over 2019-2020
- The leading causes have been storm-related, weather or tree contacts.

Amherst area Customer Hours of Interruption 2017 - 2021



# RELIABILITY- TOWN OF AMHERST

Date	Incident	Follow up
March 13 <sup>th</sup>	Weather related equipment failure	Equipment upgrade has been made
March 27 <sup>th</sup>	Plow hit equipment	Repair made to damaged equipment
<p>We have recently added equipment (illustrated to the right) to reduce impact on the Town from incidents which happen in remote areas.</p>		





# INVESTMENTS - AMHERST AREA

Description	Year	Investment	Status
Equipment Upgrades-McCully Street	2020	\$31,174.00	Complete
Equipment Upgrades- Pugwash River	2019	\$202,290.00	Underway
Line Rebuild- Fundy Shore & Glooscap Trail	2020- 2021	\$1.4M	Underway
Line Rebuild- Wallace Bridge & Newville Lake	2021	\$253,832.00	Acquiring Permits
Transmission line upgrades	2019-2022	\$3.9M	Underway
Transmission tower refurbishment	2021	\$228,000.00	Underway
Equipment Rebuild- Church Street	2021-22	\$148,242.00	Planning
Transmission line upgrades	2022-2023	\$3.4M	Planning
Infrastructure for Amherst Community Solar	2021-2025	\$5.2M	Planning

# YOUR FEEDBACK AND QUESTIONS



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**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Cheryl Laliberté

**DATE:** September 20, 2021

**SUBJECT:** 'Community Support Grant Requests

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**ORIGIN:** The Town accepts Community Support Grant requests throughout the year. In general, pursuant to Policy 72000-08 (attached), in order to qualify for a grant, the request must be related to Sports and Recreation, Events and Festivals, Organizational Equipment, or Community Well-being.

**LEGISLATIVE AUTHORITY:** Authority is provided under Section 65, *Municipal Government Act*, as amended and the Community Support Grants Policy.

**RECOMMENDATION:** That Council forward the Community Support Grant requests to the September 27, 2021 regular Council meeting for consideration with the following amounts:

West Highlands Home and School:	\$500.00
Amherst Artisan Gallery:	\$3000.00
Trail of Treats:	\$750.00

**BACKGROUND:** Any Community Support Grant applications requesting more than \$500.00 must be considered and approved by Council.

**DISCUSSION:**

The Town has received three Community Support Grant applications:

1. **West Highlands Home and School:** Requesting \$10,000 for playground equipment for grades 2-6. There currently is no equipment on the West Highlands field for students in these grades. The equipment would consist of a swing set and a Ninja Warrior Obstacle Course. The estimated equipment quote is over \$16,000 plus site preparation and installation costs. They currently have \$6000 in the Home and School fund, plus another \$6000 from a Health Promoting Schools grant. Children would be able to access the equipment before, during and after school. According to the Community Support Grant policy, this request falls under:

*8(d) Organizational Equipment: Operational and capital equipment purchase requests will be considered by Council to a maximum of \$500.*

2. **Amherst Artisan Gallery:** \$3000 for a “When Elvis Met Jerry Lee, Johnny and Carl” musical event festival. The musical events will take place at the Amherst Artisan Gallery, Arts and Entertainment Centre in the Amherst Center Mall. This event runs on September 30, October 1, 2, 5, 7 and 9. Each showing is 2.5 hours long and will feature local artists performing songs by Elvis Presley, Jerry Lee Lewis, Johnny Cash and Carl Perkins. The organizers anticipate 800 to 1000 attendees, with the possibility of it becoming a roadshow, reaching approximately another 1000 people. They anticipate inter-provincial attendance. The organizer is looking for sponsors. The total cost of the event is estimated at \$7350. According to the Community Support Grant policy, this request falls under:

*8(c)(ii) More than 1,000 people participating:*

- 1. Maximum funding will be determined by Council but will not exceed \$5,000;*
- 2. Draw spectators from the Maritimes, nationally or internationally and increases the profile of our community; and*
- 3. Must be a minimum of three days in length and must be affiliated with a local community non-profit organization*

3. **Trail of Treats:** \$750 to purchase treats for those businesses participating in the 2<sup>ND</sup> Annual Trail of Treats event. The event is running October 31, 2-4pm. This is a collaboration with Maggie’s Place, the Cumberland Library and the YMCA, as well as volunteers. This event is an alternative to door-to-door trick or treating, where businesses and community groups participate by offering candy at their establishment. Children dress in costume and trick-or-treat at the participating locations. Last year, over 500 children participated in the event. The committee will buy treats for the participating places to hand-out. According to the Community Support Grant policy, this request falls under:

*8(c)(i) Less than 1,000 people anticipated to participate*

*Maximum funding considered under this component will be \$1,000*

- 2. Must demonstrate broad community support; and*
  - 3. Provides a unique experience not duplicated by other ongoing events, festivals or activities.*
- ii. More than 1,000 people participating:*

**FINANCIAL IMPLICATIONS:** The total amount of the three requests is \$13,750.00. When awarded according to policy, the full eligible amount would be \$4250.00:

West Highlands Home and School:	\$500.00
Amherst Artisan Gallery:	\$3000.00
Trail of Treats:	\$750.00

This amount can be accommodated in the current Community Support Grant Budget as there are no A Fresh Start applications in the second round of this program.

**COMMUNITY ENGAGEMENT:** There was no community engagement.

**ENVIRONMENTAL IMPLICATIONS:** There are no environment implications.

**ALTERNATIVES:** Council may choose to forward all, some or none of the Community Support Grant applications to the next regular Council meeting on September 27, 2021.



**COMMITTEE OF THE WHOLE**

**CDR# 2021075**

**Date: September 20, 2021**

**ATTACHMENTS:**

1. Community Support Grants Policy, 72000-08. Applications

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Report prepared by: Cheryl Laliberté



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**DEPARTMENT:** ALL TOWN DEPARTMENTS

**TITLE:** **COMMUNITY SUPPORT GRANTS POLICY**

Minutes reference date: 23 September 2013 27 October 2014 21 May 2015 25 June 2018 24 September 2018  
28 October 2019 27 January 2020

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**POLICY STATEMENT**

1. The Community Support Grants Policy guides the allocation of financial and in-kind contributions to non-profit or charitable organizations that are based in the Town of Amherst and are considered by Council to enhance the lives of residents. 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.
2. This program does not govern the following, which are separately administered:
  - (1) Tax Exemption for Non-Profit Organizations (full and partial tax exemption by-laws); and
  - (2) Residential Property Tax Rebates (low-income homeowners).

**POLICY OBJECTIVES**

3. The objectives of this policy are:
  - (1) To outline the requirements to apply and be considered for a Community Support Grant from the Town of Amherst;
  - (2) To ensure that groups applying for Community Support Grants are evaluated on a consistent, equitable basis, utilizing the same evaluation criteria; and
  - (3) To provide for public disclosure of a list of grant recipients and the amounts of those grants.

**EXCLUSIONS**

4. The following are exclusions from the grant program:
  - (1) 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 (hospitals, medical programs, treatment services or social services programs) or the Government of Canada (e.g. health, social services, housing).
  - (2) The Town of Amherst will not consider requests received as part of general (mass) mailing or telemarketing campaigns.
  - (3) Funding applications will not be considered from the following:
    - Businesses;

- Provincial Government organization like
  - School Boards or quasi government organizations;
  - Non-profit organizations for the purpose of funding accumulated deficits;
  - Any organization for the purpose of fundraising to distribute to other organizations/individuals; and
  - Organizations with political affiliations.
- (4) Funding will not normally be provided to religious organizations where services include the promotion or required adherence to a particular belief.
- (5) Funding will also not normally be provided to fundraising campaigns of national charitable organizations.
- (6) Funding will not normally be provided to organizations who are planning to give proceeds of the event to another organization.

### **ALLOCATION OF FUNDS**

5. Council is not obligated to:

- (1) Provide funding in the form of Community Support Grants;
- (2) Spend all the funds allocated for grants in any given year;
- (3) Award the full amount requested in an application; or
- (4) Renew any grant.

### **SPECIAL CONSIDERATION**

6. The following Grants are provided annually, and the recipients must comply with the applicable requirements under the **application process** below. Failure to do so could result in future funding being suspended.
- a) Amherst Food Assistance Network
  - b) Cumberland Early Intervention Program
  - c) Sexual Health Centre for Cumberland County
  - d) Cumberland County Transition House (Autumn House)
  - e) Senior's Safety Advisory Committee
  - f) Cumberland County Museum
  - g) Amherst Little League Baseball Association
  - h) Amherst Little League T-Ball Baseball
  - i) NSCC Grant last payment fiscal 2021/22
  - j) Maggie's Place

Council reserves the right to discontinue and/or alter funding for these organizations without notice. Council will ensure consideration is made to provide notice to applicants or a gradual decrease to the amounts above wherever possible. Support for these organization and the amounts are reviewed annually. It is anticipated that funding from the Town of Amherst is note the main source of funding for the above organizations.

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**LIMITATIONS**

7. The following limitations apply to funding for the Programs listed below:
- a) Funding shall be limited to no more than 40% of overall costs for an event or program.
  - b) Funding will be provided for a maximum of five consecutive years.
  - c) Funding cannot be used to purchase alcohol.
  - d) An organization can only apply for funding under either the regular Community Grant or “A” Fresh start for the same activity, item or event. For example, an event cannot apply under “A” Fresh Start and under the Festivals and Events Grant.
  - e) Those organizations receiving funding under number seven above are not eligible for funding under the programs listed below.

**PROGRAMS**

8. The following are a list of the grants available:
- a) ”A” Fresh Start

There are two annual intakes with a maximum annual allocation \$35,000. See Appendix A.

- b) Sport and Physical Activity Grants and Assistance

- i. Maximum funding considered under this component will be \$500 for a team and \$250 for an individual.
- ii. This includes amounts for teams traveling to Provincial, National and International competitions when the team or 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).
- iii. The team is in the Town of Amherst and is considered by the provincial or national umbrella organization to be the home for the team.
- iv. The individual is competing as an individual and has their principal residence in the Town of Amherst.

- c) Festivals and Events Grants

- i. Less than 1,000 people anticipated to participate:
  1. Maximum funding considered under this component will be \$1,000
  2. Must demonstrate broad community support; and
  3. Provides a unique experience not duplicated by other ongoing events, festivals or activities.
- ii. More than 1,000 people participating:
  1. Maximum funding will be determined by Council but will not exceed \$5,000;
  2. Draw spectators from the Maritimes, nationally or internationally and increases the profile of our community; and

3. Must be a minimum of three days in length and must be affiliated with a local community non-profit organization.
- d) **Organizational Equipment**  
Operational and capital equipment purchase requests will be considered by Council to a maximum of \$500.
- e) **Community Well-Being**  
Funds have been allocated for initiatives that directly impact community well-being and result in a reduction in poverty in the community. The reporting requirements and limitations in section 8 apply to these grants.
  - i. Applications will be considered up to a maximum of \$5,000

### **APPLICATION PROCESS**

9. The following outlines the application process:
  - a) Applications may be submitted throughout the year. Council reserves the right to refer the request to the following year's budget process if they deem so appropriate. Budget deliberations begin in November of each year. Deadline for submission is December 1st of each year for the following fiscal year. The Town's fiscal years runs April 1-March 31.
  - b) Council will only approve one application per year per group in addition to the "A" Fresh Start grant. Applications for "A" Fresh Start must be for new initiatives and must not include events applied for under the Community Support Grant process.\
  - c) An applicant for amounts under \$1,000 must submit the following information as application for grant funds:
    - a. A complete Community Grant Application in the form prescribed by the Town of Amherst, including a proposed budget for the project.
  - d) An applicant for amounts over \$1,000 must submit the following information as application for grant funds:
    - a. A complete Community Grant Application in the form prescribed by the Town of Amherst, including a proposed budget for the project.
    - b. The most current financial statements of the organization designated to receive the grant funds in the application, as well as a budget for the upcoming year.
  - e) The Town of Amherst may request additional information.

### **APPROVAL PROCESS**

10. The follow outlines the approval process for applications:
  - (1) Staff will review the applications to ensure the proper information has been provided. Applicants who have not provided proper information will be identified in the information provided for the Committee of the Whole meeting;
  - (2) Applications will be reviewed at Committee of the Whole for eligibility, evaluation and recommendation to Council;

- (3) Council determines all grant levels per organization as per maximum allocations identified in number 9 above.

11. Council retains the authority to provide amounts over the maximum amounts in unusual or special circumstances where it is in the Town's best interest to do so.

12. Following annual Council budget deliberations, successful applicants will be notified in writing of their grant amount, as well as any additional conditions that must be met by the applicant in order to receive the full amount of funding offered.

### **AUTHORITY OF THE CHIEF ADMINISTRATIVE OFFICER**

13. The Chief Administrative Officer (CAO) may approve applications submitted under this sections 6 B (1, 2 & 3) and 6 C (1) of this policy that are \$500 and less, provided such applications qualify in accordance with this policy and fall within the thresholds established. Council will be notified by email upon approval of each application and a media release will be issued to communicate the support provided by the town under the application. A list of applications approved will be provided to Council quarterly. (March, June, September and December)

### **PAYMENT PROCESS**

14. For amounts over \$1,000 payment will be made as follows:

- (1) 75% at the time of award
- (2) 25% at the time of receipt of the final report. Reports must be received by no later than March 31 in the year of award. Failure to submit final reports by March 31, will result in the final 25% not being awarded.

### **CONDITIONS**

15. Grant recipients shall:

- (1) Make no misrepresentation on their application;
- (2) Use the grant as described in the application;
- (3) Provide a final report after the completion of the activity; and
- (4) Use the funds in the year granted.

16. Grant recipients receiving less than \$1,000 shall submit a final report once the activity has been completed but not later than March 31 of the fiscal year in which it was awarded. The report shall include:

- (1) A copy of receipts for funding used; and
- (2) An outline of the impact of the grant upon the organization and community.

- 
17. Grant recipients receiving \$1,000 or more shall submit a final report once the activity has been completed but not later than March 31 of the fiscal year in which it was awarded. The report shall include:
    - (1) A copy of receipts for funding used;
    - (2) An outline of the impact of the grant upon the organization and community; and
    - (3) The proposed project budget submitted with the original application with updates for actual revenue and expenditures.
  18. Grant recipients shall keep proper books of accounts and receipts of all expenditures related to the project and shall make them available for inspection by the Town of Amherst upon request.
  19. Non-compliance in number 17 above, could result in no funding being awarded in the future year(s).
  20. Grant recipients are required to acknowledge the financial support of the Town of Amherst in all advertising, publicity, programs and signage for which funds are granted.
  21. Grant recipients who fail to comply with these conditions may be required to return all or partial funds to the Town of Amherst and may be deemed ineligible for Community Support Grant funding in future years.

**PUBLIC DISCLOSURE**

22. The Town of Amherst will provide financial information with respect to the budgeted amounts disbursed and actual amounts disbursed on an annual basis.
23. A summary of grant awards will be posted on the Town of Amherst's website in accordance with s.65C(1) of the *Municipal Government Act*.

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Appendix A – “A” FRESH START – Maximum Annual Allocation \$35,000

This money would be granted in a program called “A” Fresh Start- Community Initiative. This program would be twice per year, with up to \$17,500 available each time. The process would be administered, and events convened, by the Amherst Recreation Department.

(1) Applications

- (a) Organizations may apply twice a year
- (b) Organizations may only be chosen once every two years
- (c) Application Deadlines
  - (i) April 1st for first public voting- in June
  - (ii) August 1st for second public voting- in October.

(2) Qualifying applications

- (a) In order to qualify the presentation, idea, or use of the money must be for creative, new events or initiatives or that enhance current programs. For example: a new cultural play, new event, festival, fundraising event with funds going back into Amherst and area, or new enhancement to an existing service or event.
- (b) Normal ongoing operations of an organization do not qualify.

(3) Selection Process

- (a) All qualifying applicants, are eligible to be one of 5 FINALISTS reviewed by a staff committee and approved by Council at both the May and the September council meetings.
- (b) The 5 selected are required to present at the public event in June and October.

(4) Presentations

- (a) The public meeting would be for 1 ½ hours from 7pm- 8:30 pm- June and October at the Community Credit Union Business Innovation Centre.
- (b) All presenters and public are welcomed to attend.
- (c) Those persons 16 years of age and over will be charged a \$2.00 fee at the door and will receive a ballot to vote.
- (d) The door proceeds will be donated to a local charity
- (e) Selected applicants are required to make presentations of 10 minutes each.

(5) Decision making

- (a) After all presentations are complete, members of the public who have paid for a ballot at the door will vote to rank the quality of the presentation.
- (b) Council will review the applications immediately following the public event, taking into consideration the results of the presentation vote and other factors, and determine by vote final decision on funding to be allocated to the final 5.
- (c) Awards
  - (i) Up to \$17,500.00 to be awarded, but all 5 chosen get an award- the money at the door is donated to charity.

- (ii) Public vote on top 5– council then votes on final ranking of all 5.
- (6) Other
  - (a) Where applicable While voting is going on- previous winner makes a presentation on how they spent the money for their cause.
- (7) Transition – As 2018/19 is the initial year of the program there will only be a fall event in the 2018/19 fiscal year.
- (8) Those receiving grants will receive 80% of the funding granted in advance of their event with the remaining 20% issued after completion of a final report that must be presented to the Town following the completion of the event.
- (9) Those receiving grants will have 12-months after the approval date to plan and execute the event.

Date: \_\_\_\_\_

**REQUEST FOR FINANCIAL SUPPORT**

**1. ORGANIZATION INFORMATION:**

Name of Organization: \_\_\_\_\_

Full Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED**                      \$ \_\_\_\_\_

**3. What is the purpose for the funding requested? (Sport and Physical Activity, Festivals and events, Organizational Equipment, Community Well-Being etc.)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Please attach a budget for the tournament, event or activity; include sources of revenue and ALL costs. **Please attach all documents that support the funding request.****

**5. What are the expected benefits to the community? (event participation numbers; local, regional, provincial or national attraction; time span; community assets being used; support from business community)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Please list all funding sources and/or other community partners for this event:**

NAME	FUNDING IF ANY

**7. How many volunteers contribute to this event or festival:** \_\_\_\_\_



Date: June 8, 2021

COMMUNITY SUPPORT GRANTS  
TOWN OF AMHERST  
REQUEST FOR FINANCIAL SUPPORT

1. ORGANIZATION INFORMATION:

Name of Organization: West Highlands School - Home and School

Full Mailing Address: 18 Matby Court, Amherst NS B4H 2L6

Contact Person: Marlon Chase

Email Address: marlonchase@outlook.com

Telephone: 902-664-6347

2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED \$ \_\_\_\_\_

3. What is the purpose for the funding requested? (Community Event; Tournament - Provincial / National / Invitational; Festival, etc.)

We have a brand new school and only enough equipment for the younger grades. We would like to purchase swing sets and a Ninja warrior obstacle course for the open field.

4. Please attach a budget for the tournament, event or activity; include sources of revenue and ALL costs. Please attach all documents that support the funding request.

5. What are the expected benefits to the community? (event participation numbers; local, regional, provincial or national attraction; time span; community assets being used; support from business community)

Playground equipment for grades 2-6 at WHS. There is currently nothing but an open field.

6. Please list all funding sources and/or other community partners for this event:

NAME	FUNDING IF ANY
<u>Attached document</u>	

7. How many volunteers contribute to this event or festival: Home + School Members

www.amherst.ca  
P.O. Box 516, Amherst, NS B4H 4A1  
(902)667-3352



June, 2021



Dear Council,

West Highlands Home and School is looking to add to our playground equipment. Currently students from grades 2-6 spend their outside time on an open field with no playground equipment. It is our hope that we can transform this area into a fun, equipment filled playground to make their outside time more enjoyable. With a lack of equipment brings boredom and then discipline issues occur.

We are looking at purchasing a *Ninja Warrior Obstacle Course*. Picture included at the end.

This is a relatively brand new school and the lack of equipment for students is a shame. The other elementary school in this town has extensive equipment for all of their students to enjoy. It would mean so much to our students to have something for them to play on as well.

We currently have a plan in place to acquire sponsorships from businesses in town to help supplement our own fundraising. Due to COVID and school board restrictions we are not currently allowed to do any further fundraising at this time. We do have plans to start fundraising again once restrictions are lifted. We currently have \$6000 in our Home & School fund to put towards the equipment from fundraising and another \$6000 from a grant which was from Health Promoting Schools. The equipment quote is for over \$16,000 plus site preparation and installation costs.

**We are requesting \$10,000 from the Town of Amherst for this project.**

This school is part of the town and the children of the area would be able to access this before, during and after school hours. We have a long road to go to gain enough money to put this into fruition but having the support from the town would be very appreciated.

Thank you for your consideration, your time and hopefully your support. Feel free to call or email me for any further questions.

Sincerely,

Marlon Chase

[marlonchase@outlook.com](mailto:marlonchase@outlook.com)

902-664-6347

WHS Home & School President



Made in Canada

June 21, 2021

West Highlands School  
18 Maltby Court  
Amherst, NS  
B4H 2L6  
Attn: Kirk Rioux

**Name of Project: Playground Equipment**

<u>Item No.</u>	<u>Qty</u>	<u>Description</u>	<u>Amount</u>
A04702	1	Freezone	\$ 13,482.00
		Installation	<b>By Others</b>
		Site Preparation	<b>By Others</b>
		Shipping	\$ 680.00
		Equipment Cost	\$ 14,162.00
		15% HST	\$ 2,124.30
		Total Cost	<b>\$ 16,286.30</b>

To place this order, please sign and return by fax to (506) 633-0625:

Signature of Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Position: \_\_\_\_\_

*Shipping cost is valid for 30 days and the equipment pricing is valid for 90 days.*

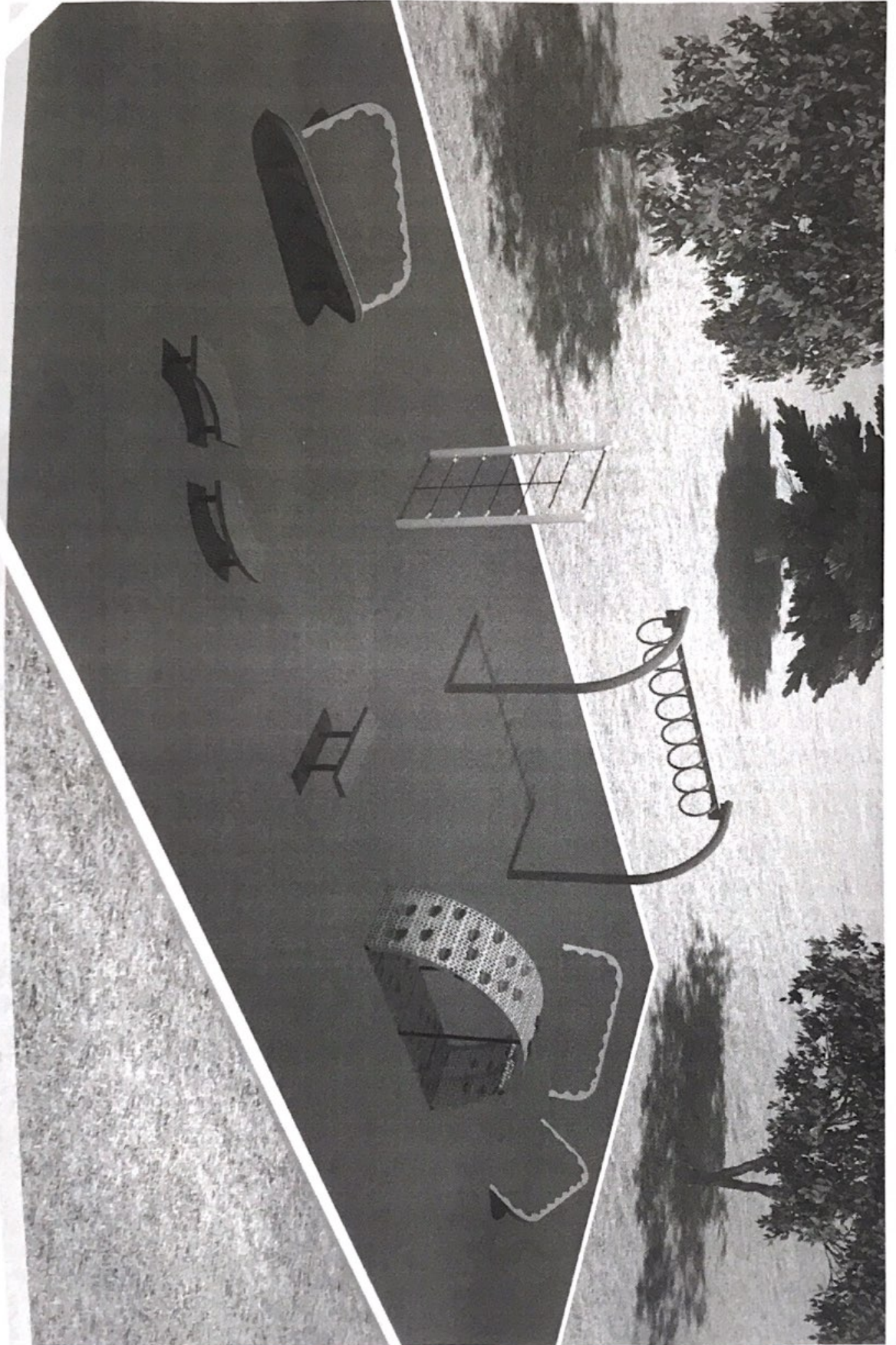
Sincerely,

*Jamie Cornell*

Jamie Cornell, GSC

*All Blue Imp Products meet or exceed the CAN/CSA-Z14-14 specifications.*

Fundy Fencing Ltd. • 41 Galbraith Place, Saint John, NB E2M 7L1  
Toll Free: 1-800-260-3662 • Local: 634-1433 • Fax: 1-506-633-0625 • jamie.cornell@fundyfencing.ca • blueimp.com



**IMP**  
Play Strong.

layout # A04702-C2

Note: Colours shown may not accurately reflect



August 11, 2021

**Cheryl Laliberte**  
Community Well-being Manager  
Town of Amherst

Hi Cheryl,

As discussed last week, we are applying for a Community Support Grant, application and related information is attached.

CFTA 107.9 Tantramar Radio, local musicians and the Amherst Artisan Gallery are partners sharing costs and revenues. We have determined an upfront equal split of revenues, any residual after all basic expenses will be shared 50/50 between CFTA 107.9 and the Artisan Gallery. Both not-for-profit organizations, we are frequently challenged for income, especially post (I hope) COVID-19 pandemic. We will be applying residual revenues to two specific programs –

1. CFTA 107.9 Building Fund
2. Artisan Gallery COVID Recovery

The documents attached include:

- a) Grant Application (1)
- b) When Elvis Met ... event budget (3)
- c) Income Financial Statement – Artisan Gallery (1)
- d) Potential Sponsor Application (1)
- e) Description of our event, presentation dates, music schedule (3)

Certainly respect all organizations that apply for Support Grants; we are available to provide detail of our organization's community involvement and the content of this grant request.

Sincerely,

A handwritten signature in black ink, appearing to read "John Warner", written over a white background.

John Warner  
General Manager, Amherst Artisan Gallery  
Email: [amherstartisangallery@outlook.com](mailto:amherstartisangallery@outlook.com)  
Cell: 902.694.6470

Date: August 9, 2021

REQUEST FOR FINANCIAL SUPPORT

1. ORGANIZATION INFORMATION:

Name of Organization: Amherst Artisan Gallery  
Full Mailing Address: 142 South Albion St, Suite 150  
Amherst NS B4H 4H4  
Contact Person: John Warner  
Email Address: amherstartisangallery@outlook.com  
Telephone: 902.694.6470

2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED \$ 3,000

3. What is the purpose for the funding requested? (Sport and Physical Activity, Festivals and events, Organizational Equipment, Community Well-Being etc.)

Festivals and Events  
When Elvis met Jerry Lee, Johnny & Carl (attached)

4. Please attach a **budget** for the tournament, event or activity; include sources of revenue and ALL costs. Please attach all documents that support the funding request.

5. What are the expected benefits to the community? (event participation numbers; local, regional, provincial or national attraction; time span; community assets being used; support from business community)

Expect 800 to 1,000 first six events - potential region road show another 1,000 people; primarily local; do expect inter-provincial; time span 1 month; community sponsors

6. Please list all funding sources and/or other community partners for this event:

NAME	FUNDING IF ANY
<u>CFTA 107.9</u>	<u>promotions, share costs</u>
<u>Sponsors</u>	<u>budget \$3,100</u>

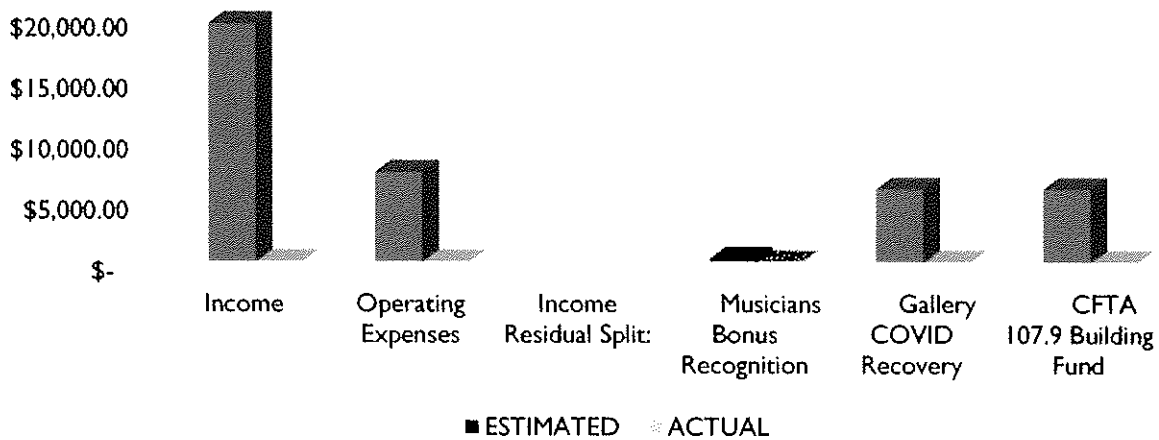
7. How many volunteers contribute to this event or festival: 25+



# When Elvis Met .....

BUDGET TOTALS	ESTIMATED	ACTUAL	DIFFERENCE
Income	\$ 19,550.00	\$ -	-\$ 19,550.00
Operating Expenses	\$ 7,350.00	\$ -	-\$ 7,350.00
Income Residual Split:			
Musicians Bonus Recognition	\$ 244.00	\$ -	-\$ 244.00
Gallery COVID Recovery	\$ 5,978.00	\$ -	-\$ 5,978.00
CFTA 107.9 Building Fund	\$ 5,978.00	\$ -	-\$ 5,978.00
Balance (Income minus Expenses)	0.00	0.00	0.00

## When Elvis Met .....



11 AUG 2021

# When Elvis Met .....

INCOME	ESTIMATED	ACTUAL	DIFFERENCE
Admission Fees	7,200.00	0.00	-7,200.00
50/50 Draw	6,000.00	0.00	-6,000.00
Town Grant	2,500.00	0.00	-2,500.00
Platinum Sponsors	1,000.00	0.00	-1,000.00
Gold Sponsors	1,000.00	0.00	-1,000.00
Silver Sponsors	500.00	0.00	-500.00
Bronze Sponsor	600.00	0.00	-600.00
Sponsor a Set	500.00	0.00	-500.00
Other Income	250.00	0.00	-250.00
Total Income	19,550.00	0.00	-19,550.00

# When Elvis Met .....

OPERATING EXPENSES	ESTIMATED	ACTUAL	DIFFERENCE
Advertising & Promotion	500.00	0.00	-500.00
Office supplies	50.00	0.00	-50.00
Utilities	50.00	0.00	-50.00
Props	300.00	0.00	-300.00
Gallery Payout	2,000.00	0.00	-2,000.00
Tantramar Payout	2,000.00	0.00	-2,000.00
Musician Payout	2,000.00	0.00	-2,000.00
Maintenance and repairs	250.00	0.00	-250.00
Other	200.00	0.00	-200.00
<b>Total Operating Expenses</b>	<b>7,350.00</b>	<b>0.00</b>	<b>-7,350.00</b>

# Amherst Train Station Artisan Gallery Cooperative Limited

(incorporated May 5, 2014 ID # 3280780)

## Income Financial Statements 2020

Co-operative Associations Act Financial Format

	as of:		December 31, 2020	December 31, 2019	Year over Year Comparison	%
<b>Revenue</b>						
Membership Fees	\$	23,843.60	\$	23,923.53	\$	(279.93)
Sales	\$	17,840.70	\$	51,096.37	\$	(33,255.67)
Workshops	\$	1,580.00	\$	3,850.50	\$	(2,270.50)
Development contributions					\$	
Community Sponsorship	\$	3,835.00	\$	400.00	\$	3,435.00
Government Grants	\$	400.00	\$	-	\$	400.00
Other Income	\$	35,840.85	\$	36,731.30	\$	(1,090.45)
<b>Total Revenue</b>		<u>\$ 82,940.15</u>		<u>\$ 116,001.70</u>		<u>\$ (33,061.55)</u>
						<u>-28.5%</u>
<b>Expenses</b>						
Administrative						
Advertising	\$	(1,883.84)	\$	(3,174.00)	\$	1,290.16
Bad Debt	\$	-	\$	(2,800.00)	\$	2,800.00
Donations	\$	(200.00)	\$	(200.00)	\$	-
Utilities	\$	(16,270.09)	\$	(18,019.35)	\$	1,749.26
Fees	\$	(4,138.54)	\$	(2,385.46)	\$	(1,753.08)
Furniture, buildings and supplies	\$	(12,588.19)	\$	(7,059.55)	\$	(5,528.64)
Insurance	\$	(1,105.00)	\$	(1,012.50)	\$	(92.50)
Office supplies	\$	(2,676.03)	\$	(1,183.61)	\$	(1,492.42)
Vendor Payout	\$	(17,840.70)	\$	(51,096.37)	\$	33,255.67
Rent	\$	(12,330.00)	\$	(12,358.63)	\$	28.63
<b>Total administrative costs</b>		<u>\$ (69,032.39)</u>		<u>\$ (99,289.47)</u>		<u>\$ 30,257.08</u>
						<u>-30.5%</u>
<b>Governance costs</b>						
Annual General Meeting	\$	-	\$	-	\$	-
Other Meetings and Registrations	\$	-	\$	-	\$	-
<b>Total governance costs</b>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
<b>Development costs</b>						
Consulting and Fees	\$	(4,357.85)	\$	(5,524.26)	\$	1,166.41
Marketing and Promotion	\$	(7,851.47)	\$	(15,785.69)	\$	7,934.22
Travel	\$	-	\$	-	\$	-
<b>Total development costs</b>		<u>\$ (12,209.32)</u>		<u>\$ (21,309.95)</u>		<u>\$ 9,100.63</u>
						<u>-42.7%</u>
<b>Other Costs</b>						
<b>Total Expenses</b>		<u>\$ (81,241.71)</u>		<u>\$ (120,599.42)</u>		<u>\$ 39,357.71</u>
						<u>-32.6%</u>
<b>Excess (deficit), beginning of year</b>		<u>\$ (3,043.10)</u>		<u>\$ 1,554.62</u>		<u>\$ (4,597.72)</u>
<b>Excess (deficiency) of revenues over expenses</b>		<u>\$ 1,698.44</u>		<u>\$ (4,597.72)</u>		<u>\$ 6,296.16</u>
<b>Excess (deficit), end of year</b>		<u>\$ (1,344.66)</u>		<u>\$ (3,043.10)</u>		<u>\$ 1,698.44</u>

John Warner

Treasurer 2021-2022  
Amherst Artisan Gallery

July 20, 2021

Dear Potential Sponsors,

RE: When Elvis Met Jerry Lee, Johnny & Carl

The Amherst Artisans Gallery along with Tantramar Community Radio and local musicians are planning a show for the Fall of 2021.

On December 4, 1956 Johnny Cash, Jerry Lee Lewis, Carl Perkins and Elvis Presley met and jammed at the Sun Record recording studio in Memphis, Tennessee.

This day started with Carl Perkins recording songs with a new performer Jerry Lee Lewis and as luck would have it Elvis and Johnny Cash stopped by. When fate brought these four performers together a newspaper reporter dubbed it "the Million Dollar Quartet".

The actual session that day yielded nearly four dozen musical tracks including classics like "Blue Suede Shoes", "Folsom Prison Blues", "Fever", "Sunday Morning Coming Down" and "Great Balls of Fire".

These songs and many, many more will be part of the "When Elvis Met Jerry Lee, Johnny & Carl" show with local musicians playing the parts of Elvis Presley, Jerry Lee Lewis, Johnny Cash and Carl Perkins. But we can use your help by sponsoring this show. Below are the levels of sponsorship.

Thank you very much for being a part of musical history.

Platinum	\$1,000
Gold	\$500
Silver	\$250
Bronze	\$150
Sponsor a Set	\$100

Platinum	Sponsor company or individual person mentioned during each show; 6 entrance tickets for 3 separate shows; 12 company promotions on CFTA Radio, 30 second duration each; 6 \$25 gift certificates Amherst Artisan Gallery or Smile Sushi.
Gold	Sponsor company or individual person mentioned during each show; 5 entrance tickets for 2 separate shows; 6 company promotions on CFTA Radio, 30 second duration each; 5 \$25 gift certificates Amherst Artisan Gallery or Smile Sushi.
Silver	Sponsor company or individual person mentioned during each show; 4 entrance tickets for 1 show; 2 company promotions on CFTA Radio, 30 second duration each; 1 \$100 gift certificate Amherst Artisan Gallery or Smile Sushi.
Bronze	Sponsor company or individual person mentioned during each show; 2 entrance tickets for 1 show; 2 \$25 gift certificates Amherst Artisan Gallery or Smile Sushi.
Sponsor a Set	Sponsor company or individual person mentioned during each show; 2 entrance tickets for 1 show; 2 \$10 gift certificates Amherst Artisan Gallery or Smile Sushi

August 10, 2021

Start the following promotion August 13<sup>th</sup>, 2021.

What's new at the Amherst Artisan Gallery, Arts & Entertainment Centre in the Amherst Centre Mall.

On December 4<sup>th</sup> 1956 the Rock n' Roll music world shook when Elvis Presley met Jerry Lee Lewis, Johnny Cash and Carl Perkins - a twenty-hour jam session re-invented rock music.

They have re-created that jam session with a large rock n' roll blast from the past.

Their 2 ½ hour program will honour Elvis, Jerry Lee, Johnny and Carl with two dozen of their best.

CFTA 107.9 Tantramar Radio, Amherst Artisan Gallery and our extraordinary local musicians provide their talent for our Elvis Met Jerry Lee, Johnny and Carl event –

Where and when:

For six occasions at Amherst Artisan Gallery, Arts & Entertainment Centre

- September 30<sup>th</sup> 6pm to 9pm
- October 1<sup>st</sup> 6pm to 9pm
- October 2<sup>nd</sup> 1pm to 4pm
- October 5<sup>th</sup> 6pm to 9pm
- October 7<sup>th</sup> 6pm to 9pm
- October 9<sup>th</sup> 1pm to 4pm

Tickets go on sale August 28<sup>th</sup>, \$12 per seat at Amherst Centre Mall, Amherst Artisan Gallery, Arts & Entertainment Centre.

See you there!

## When Elvis meet Jerry Lee, Johnny and Carl

<b>Opening</b>	<b>Johnny Cash</b>	<b>I Still Miss Someone</b>	<b>D</b>
	<b>Carl Perkins</b>	<b>Blue Suede Shoes</b>	<b>A</b>
	<b>Jerry Lee Lewis</b>	<b>Whole lot of Shaking</b>	<b>C</b>
	<b>Elvis</b>	<b>That's All Right Moma</b>	<b>G</b>
	<b>Johnny Cash</b>	<b>Cry Cry Cry</b>	<b>F#</b>
	<b>Carl Perkins</b>	<b>Dixie Fried</b>	<b>A</b>
	<b>Jerry Lee Lewis</b>	<b>Sweet Little Sixteen</b>	<b>G</b>
	<b>Elvis</b>	<b>Heart Break Hotel</b>	<b>A</b>
	<b>Johnny Cash</b>	<b>Wings in The Morning</b>	<b>A</b>
	<b>Carl Perkins</b>	<b>Everybody is trying to be my Baby</b>	<b>E</b>
	<b>Jerry Lee Lewis</b>	<b>Mean Women Blues</b>	<b>C</b>
	<b>Elvis</b>	<b>Fever</b>	<b>Am</b>

## Intermission

## **Second Half**

<b>Johnny Cash</b>	<b>I Walk The Line</b>	<b>F</b>
<b>Carl Perkins</b>	<b>Only You</b>	<b>C</b>
<b>Jerry Lee</b>	<b>Johnny Be Good</b>	<b>G</b>
<b>Elvis (Walkin around)</b>	<b>Love Me Tender</b>	<b>D</b>

<b>Johnny Cash</b>	<b>Sunday Morning Coming Down</b>	<b>D</b>
<b>Carl Perkins</b>	<b>Honey Don't</b>	<b>E</b>
<b>Jerry Lee</b>	<b>Chantilly Lace</b>	<b>G</b>
<b>Elvis</b>	<b>Don't Be Cruel</b>	<b>A</b>

<b>Johnny Cash</b>	<b>Folsom Prison Blues</b>	<b>E</b>
<b>Carl Perkins</b>	<b>Match Box</b>	<b>A</b>
<b>Jerry Lee</b>	<b>Great Balls Of Fire</b>	<b>C</b>
<b>Elvis</b>	<b>My Way</b>	<b>C</b>

Date: August 5, 2021

COMMUNITY SUPPORT GRANTS  
TOWN OF AMHERST  
REQUEST FOR FINANCIAL SUPPORT

1. ORGANIZATION INFORMATION:

Name of Organization: Maggie's Place - A Resource Centre for Families  
Full Mailing Address: P.O. Box 1149 Amherst, NS B4H 4L2  
  
Contact Person: Heather Matthews  
Email Address: heather@maggiesplace.ca  
Telephone: 902-667-7250

2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED \$ 750.00

3. What is the purpose for the funding requested? (Community Event; Tournament - Provincial / National / Invitational; Festival, etc.)  
Funds are being requested to support the Trail of Treats Halloween Event: an alternative to door-to-door trick or treating where businesses and organizations participate. The entire 750 would be spent on treats to support participation in the event.

4. Please attach a budget for the tournament, event or activity; include sources of revenue and ALL costs. Please attach all documents that support the funding request. Expenses - Candy = 750.00

5. What are the expected benefits to the community? (event participation numbers; local, regional, provincial or national attraction; time span; community assets being used; support from business community)  
Last year over 500 children participated in the event. The streets were lined with families out walking around the community. The event is 2-3 hours and over 20 businesses and organizations participated last year with about

6. Please list all funding sources and/or other community partners for this event: 40 community members volunteering time.

NAME	FUNDING IF ANY
<u>Maggie's Place</u>	<u>\$200</u>
<u>Individual businesses</u>	<u>Some will provide staff + candy</u>

7. How many volunteers contribute to this event or festival: 40+

www.amherst.ca  
P.O. Box 516, Amherst, NS B4H 4A1  
(902)667-3352



Trail of Treats was created in partnership with the Town of Amherst, Cumberland Public Libraries, YMCA & volunteers. Maggie's Place is submitting the application but this is not a Maggie's Place program;

## Budget

The 750.00 will be used to purchase candy for businesses and organization who will require support in order to participate.

Many will provide their own candy and staff for the event. Maggie's Place will also purchase \$200.00 worth of candy towards the event.

The remaining costs will be that of the businesses that participate, an unknown \$ amount.

Please reach out if you have any questions.

907-667-7250

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**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Cheryl Laliberté

**DATE:** September 20, 2021

**SUBJECT:** 'A' Fresh Start Initiative – Community Support Grants Policy 72000-08

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**ORIGIN:** The A' Fresh Start Initiative – Community Support Grant happens twice a year. In general, pursuant to Policy 72000-08 (attached), in order to qualify the presentation, idea, or use of the money must be for creative, new events or initiatives or that enhance current services or programs.

**LEGISLATIVE AUTHORITY:** Authority is provided under Section 65, *Municipal Government Act*, as amended and the Community Support Grants Policy

**RECOMMENDATION:** That Council forward the recommendation to cancel the fall A Fresh Start Initiative to the September 27, 2021 regular Council meeting for approval and further direct staff to review the Community Support Grants Policy and bring back recommendations to the October Council meeting.

**BACKGROUND:** The first round of the A Fresh Start Initiative initially received minimum applications. The initiative was posted on social media, there was a media release, and it was advertised on the local radio station. Town staff emailed organizations and groups twice and followed up with phone calls. A total of 12 applications were received. The current round of the A Fresh Start Initiative yielded zero applications. It was advertised through email, social media, town website and radio ads.

**DISCUSSION:** Staff are recommending that we hold the A Fresh Start Initiative once per year in April. \$35,000 will be available but Council is not obligated to grant the full amount. If the full amount is not granted, the remainder will be granted throughout the year to qualifying requests as they come in. Council often receives grant requests outside of the formal application period.

Since the program was initiated, the number and quality of applications has declined. Staff have spent countless hours encouraging and following up with groups to attempt to get enough applications. And further, the original intent of the program was to encourage new and innovate projects, however it is often just a revamp of existing events. The other consideration is that having an application process in late summer, for a fall award may not be the most convenient time for groups and some do not meet regularly during the summer months.



**FINANCIAL IMPLICATIONS:** A maximum annual allocation of \$35,000 may be granted.

**COMMUNITY ENGAGEMENT:** Community members will have the opportunity to vote once a year.

**ENVIRONMENTAL IMPLICATIONS:** There are no environment implications.

**ALTERNATIVES:** Council may choose to keep the current structure of offering the A Fresh Start Initiative twice a year.

**ATTACHMENTS:**

1. Community Support Grants Policy, 72000-08

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Report prepared by: Cheryl Laliberté

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**DEPARTMENT:** ALL TOWN DEPARTMENTS

**TITLE:** **COMMUNITY SUPPORT GRANTS POLICY**

Minutes reference date: 23 September 2013 27 October 2014 21 May 2015 25 June 2018 24 September 2018  
28 October 2019 27 January 2020

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**POLICY STATEMENT**

1. The Community Support Grants Policy guides the allocation of financial and in-kind contributions to non-profit or charitable organizations that are based in the Town of Amherst and are considered by Council to enhance the lives of residents. 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.
2. This program does not govern the following, which are separately administered:
  - (1) Tax Exemption for Non-Profit Organizations (full and partial tax exemption by-laws); and
  - (2) Residential Property Tax Rebates (low-income homeowners).

**POLICY OBJECTIVES**

3. The objectives of this policy are:
  - (1) To outline the requirements to apply and be considered for a Community Support Grant from the Town of Amherst;
  - (2) To ensure that groups applying for Community Support Grants are evaluated on a consistent, equitable basis, utilizing the same evaluation criteria; and
  - (3) To provide for public disclosure of a list of grant recipients and the amounts of those grants.

**EXCLUSIONS**

4. The following are exclusions from the grant program:
  - (1) 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 (hospitals, medical programs, treatment services or social services programs) or the Government of Canada (e.g. health, social services, housing).
  - (2) The Town of Amherst will not consider requests received as part of general (mass) mailing or telemarketing campaigns.
  - (3) Funding applications will not be considered from the following:
    - Businesses;

- Provincial Government organization like
  - School Boards or quasi government organizations;
  - Non-profit organizations for the purpose of funding accumulated deficits;
  - Any organization for the purpose of fundraising to distribute to other organizations/individuals; and
  - Organizations with political affiliations.
- (4) Funding will not normally be provided to religious organizations where services include the promotion or required adherence to a particular belief.
- (5) Funding will also not normally be provided to fundraising campaigns of national charitable organizations.
- (6) Funding will not normally be provided to organizations who are planning to give proceeds of the event to another organization.

### **ALLOCATION OF FUNDS**

5. Council is not obligated to:

- (1) Provide funding in the form of Community Support Grants;
- (2) Spend all the funds allocated for grants in any given year;
- (3) Award the full amount requested in an application; or
- (4) Renew any grant.

### **SPECIAL CONSIDERATION**

6. The following Grants are provided annually, and the recipients must comply with the applicable requirements under the **application process** below. Failure to do so could result in future funding being suspended.
- a) Amherst Food Assistance Network
  - b) Cumberland Early Intervention Program
  - c) Sexual Health Centre for Cumberland County
  - d) Cumberland County Transition House (Autumn House)
  - e) Senior's Safety Advisory Committee
  - f) Cumberland County Museum
  - g) Amherst Little League Baseball Association
  - h) Amherst Little League T-Ball Baseball
  - i) NSCC Grant last payment fiscal 2021/22
  - j) Maggie's Place

Council reserves the right to discontinue and/or alter funding for these organizations without notice. Council will ensure consideration is made to provide notice to applicants or a gradual decrease to the amounts above wherever possible. Support for these organization and the amounts are reviewed annually. It is anticipated that funding from the Town of Amherst is note the main source of funding for the above organizations.

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**LIMITATIONS**

7. The following limitations apply to funding for the Programs listed below:
- a) Funding shall be limited to no more than 40% of overall costs for an event or program.
  - b) Funding will be provided for a maximum of five consecutive years.
  - c) Funding cannot be used to purchase alcohol.
  - d) An organization can only apply for funding under either the regular Community Grant or “A” Fresh start for the same activity, item or event. For example, an event cannot apply under “A” Fresh Start and under the Festivals and Events Grant.
  - e) Those organizations receiving funding under number seven above are not eligible for funding under the programs listed below.

**PROGRAMS**

8. The following are a list of the grants available:
- a) ”A” Fresh Start

There are two annual intakes with a maximum annual allocation \$35,000. See Appendix A.

- b) Sport and Physical Activity Grants and Assistance

- i. Maximum funding considered under this component will be \$500 for a team and \$250 for an individual.
- ii. This includes amounts for teams traveling to Provincial, National and International competitions when the team or 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).
- iii. The team is in the Town of Amherst and is considered by the provincial or national umbrella organization to be the home for the team.
- iv. The individual is competing as an individual and has their principal residence in the Town of Amherst.

- c) Festivals and Events Grants

- i. Less than 1,000 people anticipated to participate:
  1. Maximum funding considered under this component will be \$1,000
  2. Must demonstrate broad community support; and
  3. Provides a unique experience not duplicated by other ongoing events, festivals or activities.
- ii. More than 1,000 people participating:
  1. Maximum funding will be determined by Council but will not exceed \$5,000;
  2. Draw spectators from the Maritimes, nationally or internationally and increases the profile of our community; and

3. Must be a minimum of three days in length and must be affiliated with a local community non-profit organization.
- d) **Organizational Equipment**  
Operational and capital equipment purchase requests will be considered by Council to a maximum of \$500.
- e) **Community Well-Being**  
Funds have been allocated for initiatives that directly impact community well-being and result in a reduction in poverty in the community. The reporting requirements and limitations in section 8 apply to these grants.
  - i. Applications will be considered up to a maximum of \$5,000

### **APPLICATION PROCESS**

9. The following outlines the application process:
  - a) Applications may be submitted throughout the year. Council reserves the right to refer the request to the following year's budget process if they deem so appropriate. Budget deliberations begin in November of each year. Deadline for submission is December 1st of each year for the following fiscal year. The Town's fiscal years runs April 1-March 31.
  - b) Council will only approve one application per year per group in addition to the "A" Fresh Start grant. Applications for "A" Fresh Start must be for new initiatives and must not include events applied for under the Community Support Grant process.\
  - c) An applicant for amounts under \$1,000 must submit the following information as application for grant funds:
    - a. A complete Community Grant Application in the form prescribed by the Town of Amherst, including a proposed budget for the project.
  - d) An applicant for amounts over \$1,000 must submit the following information as application for grant funds:
    - a. A complete Community Grant Application in the form prescribed by the Town of Amherst, including a proposed budget for the project.
    - b. The most current financial statements of the organization designated to receive the grant funds in the application, as well as a budget for the upcoming year.
  - e) The Town of Amherst may request additional information.

### **APPROVAL PROCESS**

10. The follow outlines the approval process for applications:
  - (1) Staff will review the applications to ensure the proper information has been provided. Applicants who have not provided proper information will be identified in the information provided for the Committee of the Whole meeting;
  - (2) Applications will be reviewed at Committee of the Whole for eligibility, evaluation and recommendation to Council;

- (3) Council determines all grant levels per organization as per maximum allocations identified in number 9 above.

11. Council retains the authority to provide amounts over the maximum amounts in unusual or special circumstances where it is in the Town's best interest to do so.

12. Following annual Council budget deliberations, successful applicants will be notified in writing of their grant amount, as well as any additional conditions that must be met by the applicant in order to receive the full amount of funding offered.

### **AUTHORITY OF THE CHIEF ADMINISTRATIVE OFFICER**

13. The Chief Administrative Officer (CAO) may approve applications submitted under this sections 6 B (1, 2 & 3) and 6 C (1) of this policy that are \$500 and less, provided such applications qualify in accordance with this policy and fall within the thresholds established. Council will be notified by email upon approval of each application and a media release will be issued to communicate the support provided by the town under the application. A list of applications approved will be provided to Council quarterly. (March, June, September and December)

### **PAYMENT PROCESS**

14. For amounts over \$1,000 payment will be made as follows:

- (1) 75% at the time of award
- (2) 25% at the time of receipt of the final report. Reports must be received by no later than March 31 in the year of award. Failure to submit final reports by March 31, will result in the final 25% not being awarded.

### **CONDITIONS**

15. Grant recipients shall:

- (1) Make no misrepresentation on their application;
- (2) Use the grant as described in the application;
- (3) Provide a final report after the completion of the activity; and
- (4) Use the funds in the year granted.

16. Grant recipients receiving less than \$1,000 shall submit a final report once the activity has been completed but not later than March 31 of the fiscal year in which it was awarded. The report shall include:

- (1) A copy of receipts for funding used; and
- (2) An outline of the impact of the grant upon the organization and community.

- 
17. Grant recipients receiving \$1,000 or more shall submit a final report once the activity has been completed but not later than March 31 of the fiscal year in which it was awarded. The report shall include:
    - (1) A copy of receipts for funding used;
    - (2) An outline of the impact of the grant upon the organization and community; and
    - (3) The proposed project budget submitted with the original application with updates for actual revenue and expenditures.
  18. Grant recipients shall keep proper books of accounts and receipts of all expenditures related to the project and shall make them available for inspection by the Town of Amherst upon request.
  19. Non-compliance in number 17 above, could result in no funding being awarded in the future year(s).
  20. Grant recipients are required to acknowledge the financial support of the Town of Amherst in all advertising, publicity, programs and signage for which funds are granted.
  21. Grant recipients who fail to comply with these conditions may be required to return all or partial funds to the Town of Amherst and may be deemed ineligible for Community Support Grant funding in future years.

**PUBLIC DISCLOSURE**

22. The Town of Amherst will provide financial information with respect to the budgeted amounts disbursed and actual amounts disbursed on an annual basis.
23. A summary of grant awards will be posted on the Town of Amherst's website in accordance with s.65C(1) of the *Municipal Government Act*.

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Appendix A – “A” FRESH START – Maximum Annual Allocation \$35,000

This money would be granted in a program called “A” Fresh Start- Community Initiative. This program would be twice per year, with up to \$17,500 available each time. The process would be administered, and events convened, by the Amherst Recreation Department.

(1) Applications

- (a) Organizations may apply twice a year
- (b) Organizations may only be chosen once every two years
- (c) Application Deadlines
  - (i) April 1st for first public voting- in June
  - (ii) August 1st for second public voting- in October.

(2) Qualifying applications

- (a) In order to qualify the presentation, idea, or use of the money must be for creative, new events or initiatives or that enhance current programs. For example: a new cultural play, new event, festival, fundraising event with funds going back into Amherst and area, or new enhancement to an existing service or event.
- (b) Normal ongoing operations of an organization do not qualify.

(3) Selection Process

- (a) All qualifying applicants, are eligible to be one of 5 FINALISTS reviewed by a staff committee and approved by Council at both the May and the September council meetings.
- (b) The 5 selected are required to present at the public event in June and October.

(4) Presentations

- (a) The public meeting would be for 1 ½ hours from 7pm- 8:30 pm- June and October at the Community Credit Union Business Innovation Centre.
- (b) All presenters and public are welcomed to attend.
- (c) Those persons 16 years of age and over will be charged a \$2.00 fee at the door and will receive a ballot to vote.
- (d) The door proceeds will be donated to a local charity
- (e) Selected applicants are required to make presentations of 10 minutes each.

(5) Decision making

- (a) After all presentations are complete, members of the public who have paid for a ballot at the door will vote to rank the quality of the presentation.
- (b) Council will review the applications immediately following the public event, taking into consideration the results of the presentation vote and other factors, and determine by vote final decision on funding to be allocated to the final 5.
- (c) Awards
  - (i) Up to \$17,500.00 to be awarded, but all 5 chosen get an award- the money at the door is donated to charity.

- (ii) Public vote on top 5– council then votes on final ranking of all 5.
- (6) Other
  - (a) Where applicable While voting is going on- previous winner makes a presentation on how they spent the money for their cause.
- (7) Transition – As 2018/19 is the initial year of the program there will only be a fall event in the 2018/19 fiscal year.
- (8) Those receiving grants will receive 80% of the funding granted in advance of their event with the remaining 20% issued after completion of a final report that must be presented to the Town following the completion of the event.
- (9) Those receiving grants will have 12-months after the approval date to plan and execute the event.

Date: \_\_\_\_\_

**REQUEST FOR FINANCIAL SUPPORT**

**1. ORGANIZATION INFORMATION:**

Name of Organization: \_\_\_\_\_

Full Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED**                      \$ \_\_\_\_\_

**3. What is the purpose for the funding requested? (Sport and Physical Activity, Festivals and events, Organizational Equipment, Community Well-Being etc.)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Please attach a budget for the tournament, event or activity; include sources of revenue and ALL costs. **Please attach all documents that support the funding request.****

**5. What are the expected benefits to the community? (event participation numbers; local, regional, provincial or national attraction; time span; community assets being used; support from business community)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Please list all funding sources and/or other community partners for this event:**

NAME	FUNDING IF ANY

**7. How many volunteers contribute to this event or festival:** \_\_\_\_\_





## COMMITTEE OF THE WHOLE

CDR# 2021061

Date: September 20, 2021

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**TO:** Mayor Kogon and Members of Amherst Town Council

**SUBMITTED BY:** Dwayne Pike – Chief of Police

**DATE:** September 20, 2021

**SUBJECT:** Crosswalk – 260 Church Street

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**ORIGIN:** In July 2021, a number of councilors raised concerns in regards to issues they personally had observed at the crosswalk on Church Street at Gables.

**LEGISLATIVE AUTHORITY:** Crosswalk enforcement issues are covered in the Nova Scotia Motor Vehicle Act. Crosswalks are often installed/removed after reviewing and utilizing the criteria in the *Transportation Association of Canada (TAC) Pedestrian Crossing Control Guide*.

**RECOMMENDATION:** That Council consider a 6-month pilot project utilizing ‘crosswalk flags’ at the crosswalk located at 260 Church Street as well as other crosswalks in town that share similar characteristics. If successful, findings can be developed into policy.

**BACKGROUND:** A concern was raised in July 2021 by a number of councilors in regards to issues they personally had observed at the crosswalk on Church Street at Gables. This includes regular ‘near-misses’ between pedestrians and vehicles at this location. From their personal observations, one of the concerned councilors advised that they felt that the issues are two-fold: 1) Residents of Gables crossing the road are not being attentive to traffic and, 2) vehicle drivers are not used to watching for that crosswalk. Suggestions to remedy this issue include changing/adding additional lighting, using bright or reflective paint on the crosswalk, or utilizing crosswalk flags.

**DISCUSSION:** As a result of the concerns raised by council, staff completed a review of the ‘Crosswalk Flag Program’ that was initiated on Waverly Road in Dartmouth in 2008. This project utilized 13 marked crosswalks and initial funding came from a local councilor and 13 local business. Costs at startup was less than \$200 per crosswalk and while thefts of the crosswalk flags were initially very high, it stabilized after 2 months to a couple of flags being stolen each week. From their observations, motorists were more likely to stop and crosswalks are more visible as a result of the buckets containing red flags.

By 2009, at the request of HRM Traffic, the program was cancelled. The group had provided a presentation to HRM Council with the hopes of having the program expanded. Council requested that that TAC include ‘Crosswalk Flags’ as a ‘traffic control device’ in the TAC Manual. TAC’s response was that flags were not recognized as a traffic control device and they would not recommend they be included in the manual. TAC’s concerns included:

1. Crosswalk Flags are not recognized in the provincial and territorial traffic acts as traffic control devices. As a result, there is no requirements for motorists to stop;
2. As motorists are not required to stop, this can create some motorist's confusion or surprise which may lead to unsafe driving;
3. Use of crosswalk flags may lead to a false sense of pedestrian security, giving them the false belief that they can legal 'stop' traffic, again leading to unsafe situations;
4. Crosswalk flags can be easily stolen, vandalized or may lead to potential liability where no crosswalk flags are available;

The committee responded to these concerns, namely by pointing out that motorists are required to stop for pedestrians at crosswalks, regardless of whether they were carrying a crosswalk flag or not. They also pushed back on the indication that flags may provide a 'false sense of security' pointing out that perhaps the same 'false sense of security' may also exist with other forms of traffic control, such as enhanced lighting, zebra stripes etc. They also questioned why the TAC would be concerned about the costs of stolen or vandalized flags as this would normally be a concern for the municipality to deal with. They also questioned the concern about 'liability' as there are many examples where traffic control may differ from location to location.

In October 2014, Halifax Traffic reversed their decision and crosswalk flags were reinstalled in several areas of the municipality. David Darrow, then Deputy Minister of TIR indicated that the Department had no concerns about the use of Crosswalk Flags on Provincially owned roads. More information about this specific study can be found at <http://waverleyroadcrosswalkflags.synthasite.com/>

One of the issues with crosswalks has always been ensuring that we are consistent with how we approach crosswalk safety and any changes. It is important to ensure that if we are making changes at one crosswalk, we are also reviewing similar crosswalks to ensure that there is a measure of consistency. In this case, the Gables crosswalk does not have any other means of traffic control, there is no stop sign, traffic lights or overhead lighting system to alert motorists of the requirement to stop, *nor does it intersect with another road which is controlled by traffic control/stop sign.* To ensure consistency, similar 'mid-block' crosswalks on main arterial streets that do not have other traffic control devices should be reviewed and included in any changes or upgrades.

**FINANCIAL IMPLICATIONS:** The proposed changes would require funding of approximately \$200 per crosswalk, and depending on how many crosswalks are included in the pilot project, could be as high as \$2000.00 for materials with additional funding required for equipment replacement.

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

**ENVIRONMENTAL IMPLICATIONS:** None at this time

**ALTERNATIVES:**

1. Maintain status quo
2. Direct staff to develop other options.

**ATTACHMENTS:** None

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Report prepared by: Chief Dwayne Pike

Report and Financial approved by:



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**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Michael Hunter, CPA, CA – Chief Financial Officer

**DATE:** Monday, September 20, 2021

**SUBJECT:** **Scholarship and Bursary Policy Amendment**

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**ORIGIN:** Corporate Services – current policy does not reflect actual circumstances

**LEGISLATIVE AUTHORITY:** Section 47 of the Municipal Government Act – Resolutions, policies, by-laws

**RECOMMENDATION:** That Council forward the attached Scholarship and Bursary Policy with the amendment to the regular Council meeting Monday, September 27, 2021 for approval.

**BACKGROUND:** Our current Scholarship and Bursary Policy identifies specific scholarships and bursaries that the Town administers.

**DISCUSSION:** In the fall of 2020 the W.A. Reid Memorial School Trust Fund was transferred to Chignecto Central Regional Centre for Education to administer. We are requesting that Section 6 of the policy relating to W.A. Reid Memorial School Trust Fund be removed from the policy. This will keep the policy up to date reflecting current trust funds administered by the Town.

**FINANCIAL IMPLICATIONS:** There are no financial implications

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications

**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications

**COMMUNITY ENGAGEMENT:** No community engagement for this policy update

**ALTERNATIVES:** NA

**ATTACHMENTS:** Scholarship and Bursary Policy with proposed deletion of Section 6

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Report prepared by: Michael Hunter, CPA, CA – Chief Financial Officer  
Report and Financial approved by:



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**DEPARTMENT: ALL TOWN DEPARTMENTS****TITLE: Scholarship and Bursary Policy**Minutes reference date: 28 April 2014 25 April 2016

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**PURPOSE:**

To establish a policy to support funding towards the post secondary educational objectives of qualified Amherst students through the award of a scholarships or bursaries.

**POLICY STATEMENT:**

The Town of Amherst will fund the following annual scholarships and bursaries to Amherst Regional High School with a good academic standing. The students must be Amherst residents and be involved in extra-curricular activities. The Mayor or designate will participate in the selection committee at Amherst Regional High School:

1. Robert Angus Memorial Scholarship  
An annual scholarship in the amount of \$1,500 will be awarded to an Amherst student graduating from Amherst Regional High School attending a recognized post-secondary degree granting institution to be paid directly to the institution in two equal instalments for the fall and spring semesters.
2. Norman Mansour Memorial Bursary  
An annual bursary in the amount of \$1,000 will be awarded to an Amherst student graduating from Amherst Regional High School attending the Nova Scotia Community College, Cumberland Campus, to be paid directly to the institution.
3. Nova Scotia Community College Bursary  
An annual bursary in the amount of \$500 to be awarded to an Amherst student graduating from the Nova Scotia Community College – Cumberland Campus to be paid directly to the student.
4. Francis Smith Memorial Bursary  
An annual bursary in the amount of \$500 will be awarded to an Amherst student graduating from Amherst Regional High School who was either members of the SADD program or another drug awareness or prevention program within the community. The amounts will be paid directly to the institution. It is understood that the Amherst Police Association may, on an annual basis, provide an additional bursary with the same conditions.
5. Amherst Youth Town Council Bursary  
An annual bursary in the amount of \$250 will be awarded to an Amherst student graduating from Amherst Regional High School who is a member of the Amherst Youth Town Council to be paid directly to the student.
6. ~~W. A. Reid Memorial School Trust Fund~~  
~~An annual amount of \$250 will be provided to Amherst Regional High School for the purchase of teaching aids and/or prizes for creative writing to grade 11 and 12 students, in accordance with the conditions of the will of W. Allister Reid, funded partially from the W. A. Reid Trust Fund.~~



## COMMITTEE OF THE WHOLE

CDR# 2021070

Date: September 20, 2021

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**TO:** Mayor Kogon and Members of Amherst Town Council

**SUBMITTED BY:** Michael Hunter, CPA, CA – Chief Financial Officer

**DATE:** September 20, 2021

**SUBJECT:** User Fee Policy – Sewer Connection Fees

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**ORIGIN:** Review of User Fees.

**LEGISLATIVE AUTHORITY:** Municipal Government Act, section 84 allows council to make decisions in the exercise of its powers and duties by resolution, by policy or by by-law.

**RECOMMENDATION:** That Council forward approval of the correction to the User Fee Policy for fiscal 2021-22 in regard to the HST application for sewer and storm sewer connections to be HST Exempt to the September 27, 2021 meeting of Council.

**BACKGROUND:** Staff noticed the error in the HST treatment for the sewer and storm sewer connections. The User Fee Policy indicated that these charges should be plus HST when in fact they should be HST Exempt. Staff had been treating the fees as HST Exempt for some time but it was noticed recently that the wording in the policy was incorrect.

**DISCUSSION:** The following are the proposed changes to the user fee policy:

1. In section D-3 Wastewater Discharge By-Law:
  - a. One Connection - \$750 HST Exempt
  - b. Storm Sewer Connection (if done at same time as sewer connection - \$250 HST Exempt.

**FINANCIAL IMPLICATIONS:** There are no financial implications to this change as staff have been treating the HST correctly.

**COMMUNITY ENGAGEMENT:** No community engagement.

**ENVIRONMENTAL IMPLICATIONS:** There are no environmental implications associated with this change.

**SOCIAL JUSTICE IMPLICATIONS:** N/A

**ALTERNATIVES:**

1. Council could not approve the policy amendment as stated.
2. Council could request additional changes to the Policy.



**ATTACHMENTS:** Track changes version of the User Fee Policy to highlight changes.

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Report prepared by: Sarah Wilson – Senior Accountant

Report and Financial approved by: Michael Hunter, CPA, CA – Chief Financial Officer

**DEPARTMENT:** ALL TOWN DEPARTMENTS

**TITLE:** **Annual Review of User Fees**

Minutes reference date:	30 April 2007	29 October 2007	18 April 2008
	28 May 2009	26 April 2010	24 May 2011
	23 May 2012	01 May 2013	30 April 2014
	12 June 2015	25 May 2016	03 October 2016
	23 January 2017	23 May 2018	15 May 2019
	25 May 2020	<u>22 June 2020</u>	

**PURPOSE:**

To establish a schedule of user fees for Council to review for appropriateness and to revise if necessary during the annual budgeting process.

**POLICY STATEMENT:**

It is appropriate for Council to charge fees, as authorized under the *Municipal Government Act*, in the Town’s Bylaws, Policies and Procedures in order to defray its administrative costs. In order to allow for a systematic and thorough evaluation of those fees, a comprehensive schedule of User Fees with applicable tax status has been established. The responsibility for the accuracy of the Schedule shall rest with the department to which a fee applies. Any additions/deletions to the Schedule will be updated by the Executive Office. Those fees legislated under Provincial and/or Federal Acts and Authorities will also be shown on the schedules for completeness, but will not be subject to change by Council.

**OBJECTIVES:**

To make the administration of the cost recovery portion of the Town’s Bylaws, Policies and Procedures more efficient and to determine the impact on each year’s projected revenues during the budget process. By combining all of the fees in one document, the review will be more visible and complete.

<b>Corporate Services</b>		
<b>SERVICE/PRODUCT/ADMINISTRATIVE</b>	<b>FEE</b>	<b>HST STATUS</b>
Photocopies	.25/copy	Plus HST
Tax Certificates	\$50.00	HST Exempt
NSF Cheques	\$20.00	HST Exempt

<b>By-Law Fees Collected by Corporate Services</b>		
<b>C-4 Dog-By-Law, Schedule A</b>		
Dog License spayed/neutered	\$15/yr	HST Exempt
Dog License un-spayed/un-neutered	\$30/yr	HST Exempt
Lost Tag Replacement	\$15	HST Exempt
Dog-1 <sup>st</sup> Impoundment	\$30	Plus HST
Licensed Dog-2 <sup>nd</sup> Impoundment	\$70	Plus HST
Licensed Dog-3 <sup>rd</sup> & Subsequent Impoundments	\$100	Plus HST
Unlicensed Dog-Impoundments	\$100	Plus HST
Maintenance fee – Impoundment period	\$15/per day	Plus HST
<b>C-11 False Alarms - After 2<sup>nd</sup> Notice</b>	<b>\$50/alarm</b>	<b>HST Exempt</b>

<b>Operational Services</b>		
It is not the intention of the policy to rent Town of Amherst equipment to the general public; these rates and the availability of this equipment are contemplated for use by commercial concerns only.		
<b>Equipment Charge out Rates</b>	<b>Rate per Hour</b>	<b>HST Status</b>
Backhoe	\$93.00*	Plus HST
Loader	\$97.25	Plus HST
1-ton trucks/Service trucks	\$44.23*	Plus HST
3-5 ton trucks	\$66.00*	Plus HST
Street Sweeper	\$115.00*	Plus HST
Trackless	\$70.00*	Plus HST
Sewer Camera	\$100.00*	Plus HST
Line Locator	\$50.00*	Plus HST
Hole Hog	\$45.00*	Plus HST
Vermeer Brush Chipper	\$60.00*	Plus HST
Steamer	\$30.00*	Plus HST
Trash Pump	\$15.00	Plus HST
Diaphragm Pump	\$15.00	Plus HST
Line Painter	\$115.00/hour	Plus HST
Overhead charges extra – see procedure		
* Price includes one operator and fuel during normal working hours; overtime labour rates are extra.		

<b>Operational Services By-Laws</b>		
<b>D-3 Wastewater Discharge By-Law</b>		
One Connection	\$750.00	<del>Plus</del> -HST <a href="#">Exempt</a>
Storm Sewer Connection (if done at the same time as sewer connection)	\$250.00	<del>Plus</del> -HST <a href="#">Exempt</a>
<b>D-19 Sanitary Sewer Rates By-Law</b>		
Residential Metered Customers	\$.99 m <sup>3</sup>	HST Exempt
Commercial/Industrial/Institutional metered customers	\$.49 m <sup>3</sup>	HST Exempt
Annual Base Charges – Meter Size		
5/8"	\$72.00	HST Exempt
3/4"	\$108.00	HST Exempt
1"	\$175.00	HST Exempt
1.5"	\$344.00	HST Exempt
2"	\$545.00	HST Exempt
3"	\$1,085.00	HST Exempt
4"	\$2,000.00	HST Exempt
Annual Non-metered Mobile Home Park Owner	\$178.53 /dwelling unit/year	HST Exempt
Uniform Charge for Wastewater Treatment Facility for unmetered mobile homes billed on the property Tax Bill	\$72.00/yr	HST Exempt

<b>Solid Waste Rates</b>		
Solid Waste Collection billed on Tax Bill	\$185.00/yr	HST Exempt
Replacement Green Bin (Composter)	\$95.00	Plus HST
Replacement White Kitchen Compost (Bucket)	\$5.00	Plus HST

<b>Services/Products – Operational Services</b>		
Street Breaking Permit (Policy 31600-08)	\$500.00	Plus HST
Commercial Sewer Service (Policy 31600-14) Estimated by Engineer and final adjustment when work is done	Cost of Service	Plus HST

<b>Planning and Development Department</b>		
Zoning Confirmation Letter	\$50.00	HST Exempt
Copy of Land Use Bylaw or Municipal Planning Strategy	\$20.00	HST Exempt
Copy of Zoning Map (11 x 17)	\$5.00	HST Exempt
Copy of Zoning Map (50 cm x 60 cm)	\$10.00	HST Exempt
Application to Amend the Land Use Bylaw	\$200.00	HST Exempt
Application for a Development Agreement	\$200.00	HST Exempt
Application to Amend the Municipal Planning Strategy	\$300.00	HST Exempt
Application for a Variance or Site Plan	\$75.00	HST Exempt
Creation of Mapping Document	\$60.00/hr(including 10 lineal metres of maps)	Plus HST
Print Existing Map – less than 50 cm x 50 cm	\$25.00	Plus HST
Print Existing Map – more than 50 cm x 50 cm	\$50.00	Plus HST

<b>Building Permits</b>		
New residential buildings, community centres, churches	\$50.00 + \$0.12 per square foot	HST Exempt
New Commercial, Industrial or other building not listed	\$50.00 + \$0.17 per square foot	HST Exempt
All alterations or repairs	\$50.00 + 0.25% of value	HST Exempt
Decks, accessory buildings and farm buildings	\$50.00 + \$0.04 per square foot	HST Exempt
Demolition	\$20.00	HST Exempt
Permit Renewals	\$50.00	HST Exempt
Development Permit	\$50.00	HST Exempt

<b>Police Department</b>		
Commissioner of Oaths Signing	\$15.98	HST Exempt
Commissioner of Oaths Signing – Child Abuse Register for Amherst citizens to participate as volunteers for community organizations	Waived	N/A
Criminal Record Check	\$25.00	Plus HST
Criminal Record Check for Amherst citizens to participate as volunteers for community organizations	Waived	N/A
Serial # Verification (homemade trailers)	\$25.00	Plus HST
Fingerprints (for non-criminal reasons)	\$50.00	Plus HST
Accident Reports	\$25.00	Plus HST
Community Room Rental	\$125.00/day \$75.00/half day	Plus HST

<b>C-9 Taxi By-Law, Schedule E</b>		
Taxi Cab License	\$25/yr	HST Exempt
Taxi License Transfer	\$10	HST Exempt
Taxi Driver License	\$20/yr	HST Exempt
Taxi Driver License Replacement	\$10	HST Exempt
Taxi License Photo	\$10.00	Plus HST

<b>Fire Department</b>		
Firefighter	\$20.00/hour	HST Exempt
Apparatus	\$200.00/in use; \$100.00/standby	HST Exempt
Standby Jaws of Life Alarm	\$350.00	HST Exempt
Meters	\$50.00/hr	HST Exempt
Saws	\$50.00/hr	HST Exempt
Lighting System	\$25.00/hr	HST Exempt
Generator	\$25.00/hr	HST Exempt
Foam – All Types	\$185.00/jug	HST Exempt
Specialized Suits – Hazmat	Replacement cost	HST Exempt
PPE (bunker gear)	Replacement cost	HST Exempt
Fire Extinguisher Training	\$300.00 up to 15 people	Plus HST
Fire Inspections	\$75.00/hr	Plus HST
Inspection Confirmation Letter	\$50.00	HST Exempt

<b>Recreation</b>
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<b>Ice Time/Stadium</b>								
The rates below are per hour plus HST.								
	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Holidays</b>
<b>Early Time</b> 6:30-8:30am	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$128.00
<b>Fair Time</b> 8:30-5:00pm	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	-	-	\$128.00
<b>Prime Time</b> 5:00-12:00am	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00
<b>Youth Time</b> Monday-Sunday	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00

**Youth Time Rates Include:**

- Groups affiliated with Amherst Skating Club; or
- Groups affiliated with another skating club; or
- Groups affiliated with Skate Nova Scotia and/or Skate Canada who are **18 years old and younger.**
  
- Groups affiliated with Cumberland County Minor Hockey; or
- Groups affiliated with another minor hockey association; or
- Groups affiliated with Hockey Nova Scotia or Hockey Canada who are **18 years old and younger.**
  
- Groups affiliated with Ringette Nova Scotia; or
- Groups affiliated with Ringette Canada who are **18 years old and younger.**
  
- Community groups who don't reside in the Town of Amherst and are **18 years old and younger.**

<b>Photocopies/Stadium (Policy 72000-06)</b>		
8 ½ X 11 (Town Paper)	\$0.10/copy	Plus HST
8 ½ X 14 (Town Paper)	\$0.15/copy	Plus HST
11 X 17 (Town Paper)	\$0.25/copy	Plus HST
8 ½ X 11 (own paper)	\$0.05/copy	Plus HST
8 ½ X 14 (own paper)	\$0.05/copy	Plus HST
11 X 17 (own paper)	\$0.10/copy	Plus HST

<b>Ballfield User Policy (Policy 72300-01)</b>		
Lights	\$18/diamond/game	Plus HST
Tournament Fee	\$100/day	Plus HST
Tournament Lights	\$30/day	Plus HST

<b>Stadium Advertising Rates plus artwork, design and production*</b>		
Ice logos	\$400.00	Plus HST
Dasherboard	\$400.00	Plus HST
Wall Signage (4X6)	\$400.00	Plus HST
Ice Making Machine	\$2,500.00	Plus HST
Red and Blue Line – per line (not per side)	\$100.00	Plus HST
Stairs Kick Plates	3 for \$150.00	Plus HST
Score clock Small	\$600.00	Plus HST
Score clock Large	\$850.00	Plus HST

\*In addition to the advertising rate, the customer will be responsible and invoiced for all cost(s) associated with the creation of artwork, design, production & installation if applicable. Actual quote will be provided at the time the service is requested.

<b>Off Season Stadium Rentals</b>		
Rink Floor Only	\$50.00 per hr or \$630.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Entire Facility including meeting rooms, team rooms	\$70.00per hr or \$790.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Extra Employees	\$25.00 per person per hour	Plus HST
2 <sup>nd</sup> Floor meeting room and lounge	\$50.00 per hour or \$150.00 per day	Plus HST

<b>Beer/Liquor Concession Robb Centennial Park (Policy 72300-05)</b>		
Concession only. NSAGA requirements responsibility of organizing committee	\$100.00/day	Plus HST

\*Includes one employee during that time

<b>Community Credit Union Business Innovation Centre</b>			
<b>Rental Fee</b>	<b>Daily</b>	<b>1/2 Day</b>	<b>Hourly</b>
Conference Room	\$400.00	\$250.00	\$80.00
Conference Room – Community	\$240.00	\$150.00	\$48.00
Boardroom	\$125.00	\$80.00	\$25.00
Boardroom – Community	\$75.00	\$48.00	\$15.00
Hub	\$75	\$50	
Hub – Community	\$45	\$30	
Evening & Weekend Surcharge			\$20.00
Evening & Weekend Surcharge – Community			\$12.00
Sound & Lighting Technician			\$30.00
Sound & Lighting Technician – Community			\$18.00

\*HST shall be applied and be in addition to all rates noted for the Community Credit Union Business Innovation Centre

<b>Municipal Government Act Fees – FOI-POP Section 466, MGA</b>
The fees charged for access to information under Part XX of the MGA (Freedom of Information and Protection of Privacy) shall be in accordance with the Freedom of Information and Protection of Privacy Regulations of Nova Scotia, as amended from time to time.

Note: “All rates and charges with respect to the Amherst Water Utility will be in accordance with the schedule of rates for water and water services as approved by the Utility and Review Board of Nova Scotia from time to time and as reflected in the Order of the Board.”



## COUNCIL DIRECTION REQUEST

CDR# 2021071

Date: September 20, 2021

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**TO:** Mayor Kogon and Members of Amherst Town Council

**SUBMITTED BY:** Michael Hunter, CPA, CA – Chief Financial Officer

**DATE:** September 20, 2021

**SUBJECT:** Resolution for Pre-Approval of Debenture Issuance

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**ORIGIN:** 2020-21 Capital Budget

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

**RECOMMENDATION:** That the Resolution for Pre-Approval of Debenture Issuance in the amount of \$390,000 for long term financing be referred to the September 27, 2021 meeting for Council's approval. The long term financing funds the Albion Street water main replacement in the amount of \$390,000.

**BACKGROUND:** Municipalities requiring debenture funds from the Municipal Finance Corporation (MFC) in the fall of 2021 are required to make a written commitment by October 1, 2021. This is the time for the Town to secure the long-term borrowing for the Albion Street water main project in the amount of \$390,000. The total cost for this project was \$433,948.71 with \$43,948.71 being funded from water capital from revenue and the remaining \$390,000 funded from long term debt.

The pre-approval resolution sets the maximum interest rate at 5.5%, the amount of \$390,000 and the term not to exceed 15 years.

**DISCUSSION:** A Temporary Borrowing Resolution related to this project was approved by Council on December 21, 2020 and by the Minister of Municipal Affairs and Housing on March 19, 2021 in the amount of \$1,378,000. The TBR included the following projects; Albion Street water main (which is being partially funded by long term debt), water wellfield generator (this project was not complete at year end and was carried over to the 21/22 capital budget, water monitoring wells (this project was also not complete at year end and was carried over), fire pumper truck (this project is being recommended to be alternatively funded through the surplus from 20/21) and land purchase (which council motioned in 20/21 to change the funding to operating reserve). The actual amount required to borrow now is just for the watermain replacement on Albion Street of \$390,000.

**FINANCIAL IMPLICATIONS:** Annual debenture principal and interest payments commencing in 2022.

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



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

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

**ATTACHMENTS:**

Resolution for Pre-Approval of Debenture Issuance Subject to Interest Rates  
Copy of the Temporary Borrowing Resolution approved by the Minister on March 19, 2021.

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Report prepared by: Sarah Wilson – Senior Accountant

Report and Financial approved by: Michael Hunter, CPA, CA – Chief Financial Officer

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

**WHEREAS** clause 66 (1) of the Municipal Government Act (the "Act") provides that a municipality may borrow to carry out an authority to expend funds for capital purposes conferred by the Act or another Act of the Legislature;

**AND WHEREAS** clause 91(1)(a) of the Act provides that where a municipality is authorized to borrow money, subject to the approval of the Minister of Municipal Affairs (the "Minister"), that the sum shall be borrowed by the issue and sale of debentures, in one sum or by installments, as determined by the council;

**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;

**AND WHEREAS** the resolution of council to borrow for **a watermain replacement** was approved by the municipal council on **December 21, 2020** (council's TBR approval date).

**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 **\$390,000.00 (three hundred and ninety thousand dollars)**, for a period not to exceed **15 (fifteen)** years, subject to the approval of the Minister;

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

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

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

**For MFC use only:**  
TBR #: \_\_\_\_\_  
Minister signed: \_\_\_\_\_

**THIS IS TO CERTIFY** that the foregoing is a true copy of a resolution duly passed at a meeting of the Council of the  
**Town of Amherst**

\_\_\_\_\_ held on the \_\_\_\_\_ day of September, 2021.

**GIVEN** under the hands of the Mayor and the Clerk of the  
**Town of Amherst**  
\_\_\_\_\_  
(Name of Unit)

this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**MUNICIPAL COUNCIL OF THE  
TOWN OF AMHERST  
TEMPORARY BORROWING RESOLUTION**

Amount: \$ 1,378,000

Purpose: Capital Budget Projects

**WHEREAS** Section 66 of the Municipal Government Act provides that the Council of the Town of Amherst, subject to the approval of the Minister of Municipal Affairs and Housing, may borrow to expend funds for a capital purpose as authorized by statute;

**WHEREAS** the Council of the Town of Amherst has adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are so authorized to expend funds for capital purposes as identified in their capital budget; and

**WHEREAS** the specific amounts and descriptions of the projects are contained in Schedule "A" (attached);

**BE IT THEREFORE RESOLVED**

**THAT** under the authority of Section 66 of the Municipal Government Act, the Council of the Town of Amherst borrow a sum or sums not exceeding One Million Three Hundred and Seventy-Eight Thousand Dollars (\$ 1,378,000 ) for the purpose set out above, subject to the approval of the Minister of Municipal Affairs and Housing;

**THAT** the sum be borrowed by the issue and sale of debentures of the Council of the Town of Amherst to such an amount as the Council deems necessary;

**THAT** the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that a sum or sums not exceeding One Million Three Hundred and Seventy-Eight Thousand Dollars (\$ 1,378,000 ) in total be borrowed from time to time from any chartered bank or trust company doing business in Nova Scotia;

**THAT** the sum be borrowed for a period not exceeding Twelve (12) Months from the date of the approval of the Minister of Municipal Affairs and Housing of this resolution;

**THAT** the interest payable on the borrowing be paid at a rate to be agreed upon; and

**THAT** the amount borrowed be repaid from the proceeds of the debentures when sold.

**THIS IS TO CERTIFY** that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Council of the Town of Amherst held on the 21 day of December, 2020.

**GIVEN** under the hands of the Clerk and under the seal of the Town of Amherst this 22 day of December, 2020.

  
Clerk



**MUNICIPAL COUNCIL OF THE  
TOWN OF AMHERST  
TEMPORARY BORROWING RESOLUTION**

Amount: \$ 1,378,000

Purpose: Capital Budget Projects

**SCHEDULE "A"**

		<b>\$</b>
<b>Heading: Water Utility</b>		
<b>Item</b>	Albion Street - Croft to Queen - water main replacement	433,000.00
<b>Item</b>	Wellfield generator	240,000.00
<b>Item</b>	Monitoring wells	40,000.00
<b>Item</b>		
<b>Heading Sub Total:</b>		<b>713,000.00</b>
<b>Heading: Fire Protection</b>		
<b>Item</b>	Fire Truck - pumper truck	600,000.00
<b>Item</b>		
<b>Item</b>		
<b>Item</b>		
<b>Heading Sub Total:</b>		<b>600,000.00</b>
<b>Heading: Recreation</b>		
<b>Item</b>	Land purchase	65,000.00
<b>Item</b>		
<b>Item</b>		
<b>Item</b>		
<b>Heading Sub Total:</b>		<b>65,000.00</b>
<b>Heading:</b>		
<b>Item</b>		
<b>Item</b>		
<b>Item</b>		
<b>Item</b>		
<b>Heading Sub Total:</b>		<b>0.00</b>
<b>TOTAL REQUEST CONTAINED WITHIN THIS RESOLUTION</b>		<b>1,378,000.00</b>

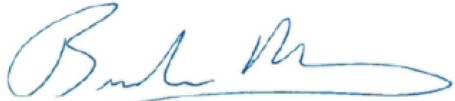
**Certificate**

**TEMPORARY BORROWING RESOLUTION**

**Town of Amherst**

This is to certify that, pursuant to Section 88 of the *Municipal Government Act*, the resolution passed at a duly convened meeting of the Council of the Town of Amherst on the 21<sup>st</sup> of December, 2020 with a request to borrow a sum or sums not exceeding One Million Three Hundred Seventy-Eight Thousand Dollars (\$1,378,000) for a period not exceeding Twelve (12) months from the date of this Certificate and for purposes of capital borrowing related to the Town's Capital Budget and under the terms and conditions as set out within the resolution, is hereby approved.

DATED this 19th day of March, 2021.



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Honourable Brendan Maguire  
Minister of Municipal Affairs



**COMMITTEE OF THE WHOLE**

**CDR# 2021067**

**Date: September 20, 2021**

**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Michael Hunter, CPA, CA – CFO

**DATE:** September 20, 2021

**SUBJECT:** Adjustments to Capital Budget Funding

**ORIGIN:** Budget Management Policy 03450-04.

**LEGISLATIVE AUTHORITY:** MGA section 65.

**RECOMMENDATION:** That Council forward approval of the following changes to the funding for the Water and General Capital Budget to the September 27, 2021 Council meeting for approval:

1. Approval of the increase of Water Operating capital from revenue from \$40,000 to \$114,497.16;
2. Approval of the increase of General Operating capital from revenue from \$575,000 to \$606,018.17;
3. Withdraw from the Operating Reserve of \$591,000.00 to fund the new pumper fire truck;
4. Withdraw from the Operating Reserve – Stabilization Reserve of \$271,371.93 to fund the Stadium Solar project.

**BACKGROUND:** Both the Water and General Operating budgets had a surplus for the March 31, 2021 year end. During the 2017/18 audit, it was recommended that Council formally approve any changes to how Capital Projects are funded. The first two items in the recommendation are basically year-end housekeeping items that we are bringing forward to Council per the audit recommendation and to ensure awareness.

**DISCUSSION:**

1. Water Operating – Capital from Revenue increase from \$40,000 to \$114,497.16. The following are the changes made to the Water Capital Budget for year-end purposes:

Town of Amherst			
2020/21			
Water Operating Transfer Details			
	Budget 2021	Actual 2021	
<b>Transfers to Water Capital</b>			
Cap fr Revenue - Water Op	40,000	114,497.16	
		-	
		-	
<b>Total Transfer to Water Capital</b>	<b>\$ 40,000</b>	<b>114,497.16</b>	
<b>Capital from Revenue was used to fund (or partially fund) the following projects:</b>			
New Service truck	40,000	37,494.99	no longer borrowing long term debt
Albion Street ~ Croft to Queen - water main	-	43,948.71	reduced long term debt borrowing
Well 1 Pump & Motor	-	33,053.46	project reallocated from Operating
	<b>40,000</b>	<b>114,497.16</b>	



Prior to the adjustments listed above, the surplus in water was \$79,302. The budgeted amount for capital from revenue was \$40,000. In keeping with the Town's philosophy of paying for capital projects in cash whenever possible, staff is recommending that capital from revenue be increased from \$40,000 to \$114,497.16 to pay for the above noted capital projects. By not borrowing long term debt for the new service truck and reducing the amount of long term debt borrowing required for Albion Street, the savings over 15 years in debenture interest payments is approximately \$12,000.

Note – the Albion Street ~ Croft to Queen water main replacement had a total project cost of \$433,949 with funding from capital from revenue of \$43,949 and long term debt of \$390,000. Only a portion of the project was able to be funded with capital from revenue. There is still long term debt borrowing required for the Albion Street water main project of \$390,000.

2. General Operating – Capital from Revenue increase of \$31,018.17 from \$575,000 to \$606,018.17.

The additional \$31,018.17 general operating capital from revenue was used to fund outdoor street furniture that had been included and funded in the general operating budget for 2020/21. Upon further review at year end, it was determined that the outdoor furniture should be capitalized. This simply moves the funding that was already budgeted from general operating to general capital.

3. Funding of new Fire Pumper Truck - \$591,000 from Operating Reserve.

The capital budget was prepared with the fire truck being funded by long term debt. With the year end surplus in the general operating rate being \$1,087,507 for the year ending March 31, 2021 it is recommended to fund the fire truck from the surplus. By funding the fire truck with cash instead of long term borrowing, it will save the Town approximately \$125,000 in interest costs over a 15-year debenture.

4. Funding of Stadium Solar project - \$271,371.93 from Operating Reserve/Stabilization.

The capital budget was prepared with the stadium solar project being funded through internal borrowing. The internal borrowing was intended to be from the Operating Reserve but this is not clearly indicated on the approved capital budget. Therefore, it is included here for proper funding clarification. The stadium solar project was funded from the Stabilization Reserve within the Operating Reserve. The stadium solar project generates solar power which in turn is paid to the Town in the form of a revenue payment by NS Power. At the end of each fiscal year, the revenue generated by the stadium solar will be transferred back to the Stabilization Reserve (in the Operating Reserve) and essentially pay back the total cost of the stadium solar project. It is estimated this payback of funds could take up to 20 years.

**FINANCIAL IMPLICATIONS:** The funding of the above projects from additional capital from revenue or from the Operating Reserve will decrease our borrowing in the Water Utility from \$473,000 to \$390,000 which results in the Water Utility saving approximately \$12,000 in interest costs over the next fifteen years. The savings by not borrowing long term debt for the Fire Truck is approximately \$125,000 over 15 years.

**COMMUNITY ENGAGEMENT:** Any community engagement would be through social media and through the publishing of our Financial Statements once approved.

**ENVIRONMENTAL IMPLICATIONS:** None

**SOCIAL JUSTICE IMPLICATIONS:** None

**ALTERNATIVES:**

1. The Town can borrow the funds for the Capital Projects per the original Capital Budget.

**ATTACHMENTS:** None

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Report prepared by: Sarah Wilson, Senior Accountant

Report and Financial approved by: Michael Hunter, CPA, CA – Chief Financial Officer

---

**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Michael Hunter, CPA, CA – CFO

**DATE:** September 20, 2021

**SUBJECT:** **Adjustment to 2021/22 Capital Budget Funding - Zamboni**

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**ORIGIN:** Budget Management Policy 03450-04.

**LEGISLATIVE AUTHORITY:** MGA section 65.

**RECOMMENDATION:** That Council forward approval of the following change to the funding in the General Capital Budget to the September 27, 2021 Council meeting for approval:

- Withdraw from the Operating Reserve of \$200,000 to fund the new Zamboni.

**BACKGROUND:** The General Rate had a surplus for the March 31, 2021 year end of \$1,087,507 and per the Nova Scotia Financial Reporting and Accounting Manual (FRAM) this surplus was transferred to the Operating Reserve at year end. It has been recommended that \$591,000 of this surplus be used to fund a fire truck that was purchased in the capital budget in 2020/21. The fire truck was originally to be funded by long term debt. By funding the fire truck from the surplus, it saves approximately \$125,000 in debt interest costs over a 15-year debenture.

The only project in the 2021/22 general capital budget that is financed by long term debt is the Zamboni. By changing the funding for the Zamboni from long term debt to funding from the Operating Reserve (prior year surplus) it will save approximately \$43,000 in debt interest costs.

It should be noted that there are projects in the water capital budget that are still funded by long term debt.

**DISCUSSION:** It is recommended to fund the Zamboni in the 2021/22 capital budget from the Operating Reserve instead of long term debt, as originally approved.

The 2021/22 capital budget was approved with the Zamboni being funded by long term debt. With the year end surplus in the general operating fund being \$1,087,507 for the year ending March 31, 2021 it is recommended to change the funding for the Zamboni from long term debt to Operating Reserve. By funding the Zamboni from Operating Reserve (surplus) instead of long term borrowing, it will save the Town approximately \$43,000 in interest costs over a 15-year debenture.

**FINANCIAL IMPLICATIONS:** The funding of the Zamboni from Operating Reserve (surplus) will remove the need to borrow long term debt for 2021/22 general capital projects, saving approximately \$43,000 in interest costs over the next fifteen years.



**COMMUNITY ENGAGEMENT:** None

**ENVIRONMENTAL IMPLICATIONS:** None

**SOCIAL JUSTICE IMPLICATIONS:** None

**ALTERNATIVES:**

1. The Town can borrow the funds for the Zamboni per the original Capital Budget.

**ATTACHMENTS:** None

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Report prepared by: Sarah Wilson, Senior Accountant

Report and Financial approved by: Michael Hunter, CPA, CA – Chief Financial Officer



**COMMITTEE OF THE WHOLE**

**CDR# 2021066**

**Date: September 20, 2021**

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**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Michael Hunter, CPA, CA – CFO

**DATE:** September 20, 2021

**SUBJECT:** **Year End Operating Reserve Transfer to General Operating**

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**ORIGIN:** Budget Management Policy 03450-04.

**LEGISLATIVE AUTHORITY:** MGA section 65.

**RECOMMENDATION:** That Council forward approval of the following transfer from the Operating Reserve to General Operating to the September 27, 2021 Council meeting for approval:

1. Withdraw from the Operating Reserve – Reserve for Solid Waste of \$14,378.17 to fund the deficit in the Solid Waste department for the 2020/21 fiscal year.

**BACKGROUND:** At the end of a fiscal year if there are surplus funds in the Solid Waste grouping, they are transferred to a special reserve within the Operating Reserve called Reserve Solid Waste/Green Bin Replacement reserve. Likewise, if there is a deficit in the fund, a request is made of Council to withdraw from the Solid Waste reserve to fund the deficit.

**DISCUSSION:** The tipping fees for solid waste were over budget by \$15,407. There were some other savings in the solid waste department that resulted in the overall deficit totaling \$14,378.17 in the Solid Waste department.

The Solid Waste/Green Bin Replacement reserve within the Operating Reserve had a balance at March 31, 2020 of \$213,231. With this request to withdraw \$14,378.17 it leaves a balance at March 31, 2021 of \$198,853. In 2019/20 a surplus of \$6,815.46 was transferred to this reserve.

**FINANCIAL IMPLICATIONS:** Funding the deficit from the Operating Reserve keeps the Solid Waste budget from affecting the general tax rate.

**COMMUNITY ENGAGEMENT:** Any community engagement would be through social media and through the publishing of our Financial Statements once approved.

**ENVIRONMENTAL IMPLICATIONS:** None

**SOCIAL JUSTICE IMPLICATIONS:** None



**ALTERNATIVES:**

1. Do not use the Solid Waste/Green Bin Replacement funds in the Operating Reserve and reduce the General Operating surplus at year end.

**ATTACHMENTS:** None

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Report prepared by: Sarah Wilson, Senior Accountant

Report and Financial approved by: Michael Hunter, CPA, CA – Chief Financial Officer

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**TO:** Mayor Kogon and Members of Council

**SUBMITTED BY:** Michael Hunter, CPA, CA – CFO

**DATE:** September 20, 2021

**SUBJECT:** **Adjustment to 2021/22 Capital Budget Funding - Fire Station Parking Lot**

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**ORIGIN:** Budget Management Policy 03450-04.

**LEGISLATIVE AUTHORITY:** MGA section 65.

**RECOMMENDATION:** That Council forward approval of the following change to the funding in the General Capital Budget to the September 27, 2021 Council meeting for approval:

- Increase General Operating (capital from revenue) by \$80,000 to fund the asphalt overlay of the Fire Station parking lot.

**BACKGROUND:** When the 2021/22 capital budget was approved, the funding for the asphalt overlay of the Fire Station parking lot was funded by the Canada Community Building Fund (formerly Gas Tax). Upon submission of a Pre-Construction Report for the Canada Community Building Fund to the Province, the Town was notified that the parking lot project did not qualify to be funded with these funds. Parking lots do not qualify under this fund.

**DISCUSSION:** It is recommended to fund the asphalt overlay of the Fire Station parking lot in the 2021/22 capital budget from additional capital from revenue and not Canada Community Building Fund (formerly Gas Tax), as originally approved.

At the end of the first quarter of 2021/22 the Town is showing a surplus of approximately \$296,000 which is made up of savings in wages and benefits due to vacancies as well as savings in other expense areas and increased deed transfer tax revenue. Therefore, it is recommended that the paving of the Fire Station parking lot be funded from the surplus funds in General Operating by increasing the capital from revenue funding source on the capital budget by \$80,000. This would make the revised General Operating (capital from revenue) funding now \$454,000.

**FINANCIAL IMPLICATIONS:** The funding of the Fire Station parking lot from Capital from Revenue (surplus) will be a positive use of the surplus funds.

**COMMUNITY ENGAGEMENT:** None

**ENVIRONMENTAL IMPLICATIONS:** None



**SOCIAL JUSTICE IMPLICATIONS:** None

**ALTERNATIVES:**

1. The Town can propose alternate funding for the Fire Station parking lot, such as long term debt or withdraw from Reserves.

**ATTACHMENTS:** None

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Report prepared by: Sarah Wilson, Senior Accountant

Report and Financial approved by: Michael Hunter CPA, CA – Chief Financial Officer

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**TO:** Mayor Kogon and Members of Council

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

**DATE:** September 20, 2021

**SUBJECT:** Tactical Placemaking – Funding Agreements

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**ORIGIN:** The Provincial Tactical Placemaking Program was created by the Nova Scotia Business and Economic Labour Coalition (NSBLEC) as part of their plan to kick-start economic recovery and stimulate consumer confidence.

**LEGISLATIVE AUTHORITY:** Specific Purpose Trust Fund - FRAM Sec 3(1)(a) – Section D  
Canada Revenue Agency Charity Guidelines

**RECOMMENDATION:** That authorization for the CAO to sign the Contribution Agreement and Memorandum of Understanding to facilitate the Tactical Placemaking Program, be forwarded to the September 27, 2021 meeting of Council.

**BACKGROUND:** The Provincial Tactical Placemaking Program was created by the Nova Scotia Business and Economic Labour Coalition (NSBLEC) as part of their plan to kick-start economic recovery as a result of the COVID-19 shutdown. The program supports community-led projects that are ‘quick wins’ to help create places for people to gather and connect, support economic recovery, and invite increased visitation to downtowns. The idea is to implement something as fast as possible with a project implementation deadline of mid-October.

The program provides a \$50,000 grant to undertake a placemaking project that is intended to be driven by the community, with the Town providing support and public space to implement the project. Local business stakeholders including Ron Furlong with the Chamber of Commerce and Susan McIsaac of MacIsaac Darragh who represents an informal group of local business owners, agreed to act as community leads for the project.

The above noted community leads along with Town Staff from Planning, Recreation, and Community Wellbeing participated in a late July workshop to develop ideas. The outcome was an idea to create a ‘Moveable Park’ that includes seating, brightly coloured sunshades, hanging lights, planter boxes with vegetation, and waste receptacles. The Moveable Park will invite people to gather, bring food and drink from nearby restaurants, and generally add to the downtown’s vitality.

**DISCUSSION:** The ultimate vision for the subject space is to construct a permanent 4-season gathering area shown on the attached draft drawing, that features an ice-skating surface in winter, public washrooms, an area for outdoor markets and events, and an area to enjoy food and drink, or just relax outside. The Tactical Placemaking Project provides an opportunity to test this vision, draw attention to this space and get feedback from users around how the space might work or doesn't work, what features are great and what might be missing. The moveable features put in place for this project can be moved around to test various configurations. Once the permanent features are constructed, the moveable features can be utilized in the permanent installment, moved to another green space across the street, or placed in multiple locations throughout the Downtown area.

**FINANCIAL IMPLICATIONS:** The project is 100% funded by the \$50,000 provincial grant. The funds will be forwarded to the Amherst Chamber of Commerce to implement the project.

**SOCIAL JUSTICE IMPLICATIONS:** A portion of the seating will be accessible.

**ENVIRONMENTAL IMPLICATIONS:** None specific to this issue.

**COMMUNITY ENGAGEMENT:** The project includes installation a large chalkboard that will allow a variety of messaging, and allow user of the space to provide feedback.

**ALTERNATIVES:** Do not enter into the attached agreements and cancel the project.

**ATTACHMENTS:** 1) NSBLEC – Contribution Agreement; 2) MOU - TOA and Chamber; Amherst Concept Plan

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Report prepared by:

Report and Financial approved by:

**CONTRIBUTION AGREEMENT**, made in duplicate effective this [date].

**BETWEEN**

**DALHOUSIE UNIVERSITY**, a university existing under the laws of the Province of Nova Scotia on behalf of the Nova Scotia COVID-19 Response Council (NSCRC) (hereinafter called “**Dalhousie**”)

-and-

**DEVELOP NOVA SCOTIA**, a crown corporation continued under the Develop Nova Scotia Act (hereinafter called “**DevelopNS**”)]

-and-

**Town of Amherst**, a body corporate pursuant to the *Municipal Government Act*, SNS 1998, c 18, as amended (hereinafter called the “**Recipient**”)

(collectively, Dalhousie, DevelopNS and the Recipient are referred to herein as the “**Parties**”, and each of them as a “**Party**”)

**WHEREAS** the Province of Nova Scotia has engaged Dalhousie to implement certain programming to assist individuals and businesses who have been adversely affected by the necessary public health measures implemented under the *Health Protection Act* in response to the COVID-19 pandemic;

**AND WHEREAS** one such COVID-19 related support programs is the Nova Scotia Business and Labour Economic Coalition (NSBLEC): Community-Led Placemaking Program to support community led initiatives to create projects that encourage inclusive economic participation, community cohesion and social gathering in local Nova Scotia communities (the “**NSBLEC Projects**”);

**AND WHEREAS** DevelopNS is the lead coordinator for the NSBLEC Projects;

**AND WHEREAS** the Recipient has agreed to deliver a NSBLEC Project more fully described in **Schedule “A”** attached hereto (the “**Project**”), to install a ‘Moveable Park’, a central gathering area that features seating, sun shelters, lighting, waste receptacles, planter boxes, fall flowers and other vegetation;

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

**1.0 DEFINITIONS**

1.1 “**Agreement**” means this Agreement.

1.2 “**Eligible Expenses**” means costs associated with Project implementation and community engagement as described in Schedule “A” attached hereto.

1.3 “**Funds**” means the funds provided by Dalhousie to the Recipient pursuant to this Agreement, which shall not exceed the aggregate sum of Fifty Thousand Dollars (\$50,000.00) CAD.

- 1.4 **“Final Report”** means a detailed budget expenditure report provided by the Recipient to DevelopNS and Dalhousie, in accordance with Section 7 (Records and Reporting) of this Agreement, demonstrating that all costs incurred by the Recipient that have been submitted for payment have been paid by the Recipient, a summary report of the outcomes of the Project, and such other information as reasonably requested by Dalhousie or DevelopNS.
- 1.5 **“Project”** has the meaning ascribed thereto in the recitals of this Agreement.
- 1.6 **“Term”** has the meaning ascribed thereto in Section 5.1 of this Agreement.

## 2.0 Project

- 2.1 The Recipient agrees that it will deliver the Project in a diligent and professional manner using qualified personnel, and in accordance with the terms and conditions of this Agreement (including **Schedule “A”** attached hereto).
- 2.2 The Recipient will obtain, supply, and pay for all labour, materials, facilities and approvals necessary or advisable to deliver the Project.
- 2.3 The Recipient shall commence the Project on or before [date of signing] (the **“Project Commencement Date”**) and shall complete the Project on or before October 15, 2021 (the **“Project Completion Date”**).
- 2.4 The Recipient shall implement and manage the activities and deliverables necessary to deliver the Project, and ensure record keeping is adequate to meet the reporting requirements of Dalhousie as provided in this Agreement.
- 2.5 The Recipient agrees to cooperate and share information with Dalhousie and DevelopNS in connection with the Project.
- 2.6 Funds shall be limited to the amount set forth in Section 3.1 of this Agreement, and neither this Agreement nor the advance of the Funds shall obligate Dalhousie to advance any further or other funds in connection with the Project or otherwise.

## 3.0 Expenses

- 3.1 All Funds provided under this Agreement must be used to provide payment for Eligible Expenses related to the Project.

## 4.0 Payment

- 4.1 The Funds shall be paid by Dalhousie to the Recipient according to the following schedule:
  - 4.1.1 \$45,000 on execution of the Agreement; and
  - 4.1.2 a holdback of up to \$5,000 for any outstanding Eligible Expenses, to be paid within 30 days of receipt by Dalhousie of the Final Report.

- 4.2 The Funds shall only be expended for those services and costs which meet the terms of this Agreement and must be expended in accordance with the timeline of the Project as described in this Agreement.
- 4.3 The Funds are inclusive of all Harmonized Sales Tax.
- 4.4 Any unused Funds shall be returned to Dalhousie at the time of submitting the Final Report.
- 4.5 Dalhousie is not responsible for any cost overruns associated with this Project, which shall be the sole responsibility of the Recipient.

## **5.0 Term and Termination**

- 5.1 Unless earlier terminated or extended in accordance with the terms of this Agreement, this Agreement shall commence in force on the date above written and shall continue in force until March 31, 2022 (the “**Term**”). All provisions that logically ought to survive termination of this Agreement shall survive.
- 5.2 Dalhousie may immediately terminate this Agreement if the Recipient breaches or defaults on any term or condition of this Agreement and fails to remedy the same in a manner deemed satisfactory to Dalhousie, acting reasonably, within 10 calendar days of being given written notice of the breach or default.
- 5.3 Dalhousie may terminate this Agreement, without liability, at any time by giving 15 calendar days prior written notice to the Recipient.

## **6.0 Extension of Agreement**

- 6.1 The Parties may, by mutual written agreement, extend the Term of this Agreement.
- 6.2 The Parties may, by mutual written agreement, modify the Project description and deliverables of this Agreement described in Schedule “A” attached hereto. Any such changes the Parties wish to make shall be made by way of an amendment to this Agreement, which shall be signed by all Parties.

## **7.0 Records and Reporting**

- 7.1 The Recipient agrees to accommodate any reasonable request of Dalhousie and/or its designate for access to all records, accounts, and facilities related to the Project and to meet with the Dalhousie and/or its designate at mutually agreeable times.
- 7.2 The Recipient shall retain all documents, proposals, correspondence, receipts and financial records in connection with the Project for a period of 2 years after the end of the Term.

7.3 The Recipient shall submit to DevelopNS for review and preliminary approval a Final Report within 5 business days after the Project Completion Date, along with all supporting documentation, bank statements, invoices and receipts. Within 5 business days after receiving the Final Report and supporting documentation from the Recipient, DevelopNS will submit to Dalhousie a copy of the Final Report, supporting documentation and a recommendation as to the approval of the Final Report and release of holdback funds identified in sub-section 4.1.2 of this Agreement.

**8.0 Representations, Warranties and Undertakings.** The Recipient hereby certifies that the representations, warranties and undertakings set out below are, and will be as of the date of execution of this Agreement, true and correct in all material respects and undertakes to advise Dalhousie of any changes that materially affect them.

8.1 The Recipient represents and warrants that it is a validly existing body corporate pursuant to the *Municipal Government Act*, SNS 1998, c 18, as amended, and has the power and authority to carry on its business, to hold property and to enter into this Agreement. The Recipient undertakes to initiate all the necessary actions required to preserve its legal capacity.

8.2 The Recipient represents and warrants that the signatory or signatories to the Agreement, as applicable, has or have been duly authorized to execute and deliver the Agreement on behalf of the Recipient.

8.3 The Recipient represents and warrants that the execution, delivery and performance of the Agreement have been duly and validly authorized and that upon execution, the Agreement will constitute a legal, valid and binding obligation on the Recipient enforceable in accordance with its terms.

8.4 The Recipient warrants that it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings that could or would prevent compliance with this Agreement. The Recipient will advise Dalhousie forthwith of any such occurrence during the term of the Agreement.

8.5 The Recipient represents and warrants that it has not, nor has any person on its behalf, offered or promised to any official or employee of Dalhousie or the Province of Nova Scotia any bribe, gift or other inducement for or with a view to obtaining the Agreement. Further, the Recipient has not, nor has any person on its behalf, employed any person to solicit the Agreement for a commission, contingency fee or any other consideration dependant upon the execution of the Agreement.

8.6 In relation to the Project, the Recipient shall comply, and will require its servants, agents, representatives, subcontractors, volunteers and employees to comply, in all material respects, with the requirements of all applicable laws, regulations, orders and decrees, permits, approvals and/or licenses of any regulatory bodies having jurisdiction over the

Recipient or the Project. Funding may be withheld, or this Agreement may be canceled, by Dalhousie if such required permits, approvals, and/or licenses are not obtained.

- 8.7** The Recipient represents and warrants that it has not entered, and undertakes not to enter, into any agreement, without Dalhousie's written consent that would prevent the full implementation of this Agreement by the Recipient.

**9.0 Liability**

- 9.1 DEVELOPNS, DALHOUSIE, AND THEIR RESPECTIVE AGENTS OR EMPLOYEES, WILL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, SUITS, DAMAGES, COSTS OR EXPENSES ARISING FROM ANY PERSONAL INJURY, INCLUDING DEATH, OR FOR LOSS OR DAMAGE TO PROPERTY RESULTING FROM OR ARISING OUT OF ANY ACT OR OMISSION OF THE RECIPIENT, ITS SERVANTS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND EMPLOYEES, IN CARRYING OUT ANY OF THE ACTIVITIES OR SERVICES SET OUT IN THIS AGREEMENT OR OTHERWISE RELATED TO THE PROJECT.
- 9.2 THE RECIPIENT AND ITS ELECTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES, SHALL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, SUITS, DAMAGES, COSTS OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION OR WILFUL MISCONDUCT OF DALHOUSIE AND/OR OF DEVELOPNS AND THEIR SERVANTS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND EMPLOYEES IN THE PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT.
- 9.3 The Recipient has no authority to bind Dalhousie or DevelopNS to any other agreement and agrees that it will not hold itself out as having any authority within, or on behalf of, Dalhousie or DevelopNS.
- 9.4 Dalhousie and/or DevelopNS have no authority to bind the Recipient to any other agreement and Dalhousie and DevelopNS each agree that they will not, either individually or together, hold themselves out as having any authority within, or on behalf of, the Recipient.
- 9.5 Subject to the Recipient's limit of liability in Section 9.2 hereof, the Recipient assumes any and all liability for the Project and agrees at all times to indemnify and save harmless DevelopNS, Dalhousie, and their respective officers, servants, employees, or agents, including the NSCRC members, from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner in respect of any matter related to the Project or this Agreement.
- 9.6 The Recipient will, at all times during the Term, maintain and keep in force general liability coverage, including third party bodily injury and property damage coverage in an amount not less than \$2,000,000 per occurrence. This insurance shall be considered primary and any insurance or self-insurance maintained by Dalhousie shall be in excess of and non-

contributory to the Recipient's insurance. The Recipient shall, upon request by Dalhousie, furnish evidence of such coverage to Dalhousie.

## **10.0 Freedom of Information and Protection of Privacy (FOIPOP)**

**10.1** This Agreement and all information obtained by Dalhousie and DevelopNS in the course of and pursuant to this Agreement and the Recipient's application, will be subject to and treated in accordance with the *Freedom of Information and Protection of Privacy Act*, as applicable, and as amended from time to time.

**10.2** Without limiting the generality of the preceding paragraph, the Recipient acknowledges and agrees that Dalhousie may proactively publish information regarding this Agreement in accordance with the *Freedom of Information and Protection of Privacy Act*, as amended from time to time.

**10.3** Dalhousie and DevelopNS understand and acknowledge that the Recipient is subject to the Freedom of Information and Protection of Privacy provisions set out in Part XX of the Municipal Government Act, SNS 1998, c 18, as amended, and Dalhousie and DevelopNS understand and acknowledge the Recipient's obligations set out therein, including but not limited to, the Recipient's obligations to disclose certain information, which may include information of Dalhousie and DevelopNS and this Agreement or portions thereof.

## **11.0 Notice**

**11.1** Every notice to be given under this Agreement must be in writing and be delivered personally, by courier, by registered letter or by priority post.

**11.2** Notice to Dalhousie will be directed to:

**Nova Scotia COVID-19 Response Council  
c/o Dalhousie University**

Attn: President and Vice Chancellor  
6299 South Street  
PO Box 15000  
Halifax, NS B3H 4R2

**11.3** Notice to Develop NS will be directed to:

**Develop Nova Scotia  
Attn: Chief Operating Officer  
Suite 301  
1875 Upper Water St.  
Halifax, NS**

**11.4** Notice to the Recipient will be directed to:

**Town of Amherst**

Attn: Chief Administrative Officer

PO Box 516

98 Victoria Street East

Amherst, NS, B4H 4A1

**12.0 No Assignment**

12.1 This Agreement may not be assigned in whole or in part without the prior written consent of both Parties.

**13.0 Public Announcements**

13.1 The Recipient consents to a public announcement by or on behalf of Dalhousie, advising that a funding contribution has been or will be provided by Dalhousie pursuant to this Agreement.

13.2 The Recipient may make its own public announcement with respect to the contribution provided by Dalhousie pursuant to this Agreement, at any time after implementation of this Agreement, provided that such public announcement is scheduled for a date and time acceptable to Dalhousie. The Recipient hereby consents to permitting a representative of Dalhousie to participate in any event held in conjunction with such a public announcement by the Recipient.

**14.0 Entire Agreement**

14.1 This Agreement constitutes the entire, full and complete agreement entered into by the Parties regarding the subject matter herein.

14.2 Any amendment to this Agreement, including but not limited to any change to the Project activities and deliverables, or the proposed use of the Funds other than as set out herein, shall be in writing and signed by all Parties.

**15.0 Time of Essence**

15.1 Time shall be of the essence in this Agreement.

**16.0 Binding**

16.1 This Agreement is binding upon the Parties and their respective successors and assigns.

**17.0 Severability**

17.1 If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall be deemed to be severed from this Agreement, and the remaining terms and conditions shall nevertheless remain in full force and effect.

**18.0 Jurisdiction**

18.1 This Agreement shall be governed by and interpreted in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.

**19.0 Further Assurance**

19.1 The Recipient shall do all further acts and things and execute all further documents reasonably required by Dalhousie in the circumstances to effect the provisions and intent of this Agreement.

**20.0 Counterparts**

20.1 This Agreement may be signed by each of the Parties in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be signed either in original or electronic form and the parties shall adopt any signatures received electronically as original signatures of the Parties.

**21.0 Independent Legal Advice**

21.1 Each Party represents that it has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon its own judgement and advice of independent legal counsel (if sought).

The Parties have executed this Contribution Agreement through their authorized representatives on the day and year first above written.

**DALHOUSIE UNIVERSITY**

**TOWN OF AMHERST**

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NAME: Matt Hebb

---

NAME: Jason MacDonald

TITLE: Vice-President, Government & Global Relations

TITLE: Chief Administrative Officer

**DEVELOP NOVA SCOTIA**

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NAME: Jennifer Angel

TITLE: President and Chief Executive Officer

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## SCHEDULE “A” – THE PROJECT

The Provincial Tactical Placemaking Program was created by the Nova Scotia Business and Economic Labour Coalition (NSBLEC) as part of their plan to kick-start economic recovery and stimulate consumer confidence. The program is designed to support community-led tactical placemaking projects that are quick wins focused on mainstreets and downtowns to help create places:

- for people to gather and connect,
- that support economic recovery, and
- invite increased visitation to downtowns

To assist in the creation of a contribution agreement for project funding, please tell us a bit about your project and how it will achieve program outcomes.

**Community name: Town of Amherst**

**Project Location(s): Downtown Amherst, on a centrally located town-owned green space at the corner of Victoria East and Havelock Streets.**

**Project Description: To create a ‘moveable park’, a central gathering area with some or all of the following features:**

- Picnic tables
- Brightly coloured umbrellas with bases
- Edison String Lighting to be strung from building to posts along sidewalk
- Self watering Rectangular planters (seasonal planting) + Self Watering Square planters (small trees or shrubs) to border the edge of the park
- Proper waste receptacles for waste & recycling
- Bike rack to accommodate cyclists while using the park
- Fall mums and grasses for rectangular planters + small trees for square planters
- A ‘Play’ feature that would attract children and/or adults

**In a few words, please tell us how you think your project will:**

- support economic recovery and invite more visitation in your downtown?

The project will provide an outdoor seating option for customers of several nearby restaurants and take-outs. The space will also be an option for informal business meetings. The subject location is the midway point between two ends of Downtown that contain retail shops, and could act as a meeting and/or resting point where shoppers can grab a coffee and take a break. It will contribute the overall vibrancy and attractiveness of Downtown. Attractive Downtowns are often attractive places to live, work and play, which comes with positive economic impacts.

- create a place(s) for people to gather and connect?

Creating this space will cause people pause to sit with a cup of coffee, watch their children play, respond to emails and texts or enjoy casual conversations are spaces where community can come together, allowing for meaningful experiences that encourage people to return.

- create opportunities for community involvement?

The ultimate vision for the subject space is to construct a permanent 4-season gathering area featuring an ice skating surface in winter, public washrooms, an area for outdoor markets and events, and an area to enjoy food and drink, or just relax outside. The Tactical Placemaking Project provides an opportunity

to test this vision, and more importantly, get feedback from users around how the space might work or doesn't work, what features are great and what might be missing. The moveable features put in place for this project can be moved around to test various configurations. Once the permanent features are constructed, the moveable features can be utilized in the permanent installment, moved to another green space across the street, or placed in multiple locations throughout the Downtown area.

# Memorandum of Understanding

Between: Town of Amherst (“Town”)  
And: Amherst & Area Chamber of Commerce (“Chamber”)  
RE: Tactical Placemaking Project 2021

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## Definitions

1. “Program” means the Nova Scotia Business & Labour Economic Coalition (NSBLC) Tactical Placemaking Program.
2. “Chamber” means Amherst & Area Chamber of Commerce.
3. “Town” means the Town of Amherst.
4. “Project” means a community-led installation of a ‘Moveable Park’, a gathering area that features seating, sun shelters, lighting, waste receptacles, planter boxes, fall flowers and other vegetation.
5. “Final Report” means a detailed budget expenditure report submitted to NSBLC demonstrating that all costs incurred by the Chamber that have been submitted for payment have been paid by the Chamber, a summary report of the outcomes of the Project, and such other information as reasonably requested by NSBLC.

## Background

6. The NSBLC has agreed to provide financial assistance to the Town of Amherst under the Tactical Placemaking Program to partner with a body corporate for the purpose of enabling communities to execute a “quick win” project that can help attract/retain people to visit, support increased opportunity for social connection post COVID-19 pandemic lockdown.
7. An important tenet of the Program is to engage and enable community members to execute the Project with the Town in a supporting role.
8. The Chamber is willing to partner with the Town of Amherst for the purpose of receiving the funding in order to engage the community and execute the project.
9. With Town Staff support and input, Chamber representatives and community members have developed the Project to be initially located on the Town owned green space at the south corner of Victoria East and Havelock Streets.

## Commitment by the Town

10. The Town will provide funding to the Chamber by way of a grant in an amount up to \$50,000.

11. The Town will have the right to audit the records of the Chamber to ensure that the project is managed according to the objectives of the Town.
12. The Town will provide and maintain a space for this project to be located at the green space at the south corner of Victoria East and Havelock Streets.

#### Commitment by the Chamber

13. The Chamber will appoint a program coordinator to administer and the project.
14. The Chamber will take all steps necessary to manage the project in a timely and comprehensive manner.
15. The Chamber shall maintain all records, documents, reference material, permits, paid invoices received with respect to the project, and will permit the Town to audit the project in its entirety.
16. The Chamber will contribute the necessary documentation required to complete the Final Report to be submitted to the NSBLC.
17. The Chamber shall maintain sufficient insurance for the purposes of implementing the project, and provide the Town with a certificate of insurance naming the Town of Amherst as an additional named insured.

#### Values

18. The Town and Chamber agree that the following values will apply to the project:
  - a. Citizen Engagement: The Town and Chamber will take all steps necessary to engage the citizens and business operators of the Town of Amherst to ensure that the project is successfully completed and improves the Town of Amherst as a whole.
  - b. Mutual Respect: The Town and Chamber hold the best interests of the Town of Amherst's citizens and business operators at the forefront, and will mutually respect the other's interest in the project.
  - c. Sustainability: The Town and Chamber agree that the project shall be carried out in a manner that represents a more sustainable future for the Town of Amherst.
  - d. Local Opportunities: The Town and Chamber agree to maximize the local benefits of the project undertaken to the extent possible.
  - e. Transparency: The Town and Chamber agree that the use of public funds and decisions concerning the investment thereof should be open and transparent to stakeholders.

#### General Terms

19. This Memorandum of Understanding shall be adopted by the Town and by the Chamber and shall not be binding until so adopted.

20. The Chamber agrees that it shall adhere to the principals of accountability and transparency as required by the Town as set forward in the Municipal Government Act.

21. This Memorandum of Understanding shall expire on March 31, 2022.

In witness whereof, the parties have properly executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SIGNED, SEALED & DELIVERED )  
In the presence of: )

\_\_\_\_\_  
Witness )

\_\_\_\_\_  
Witness )

**TOWN OF AMHERST**

\_\_\_\_\_  
Per: )

**AMHERST & AREA CHAMBER OF COMMERCE**

\_\_\_\_\_  
Per: )



winter concept rendering



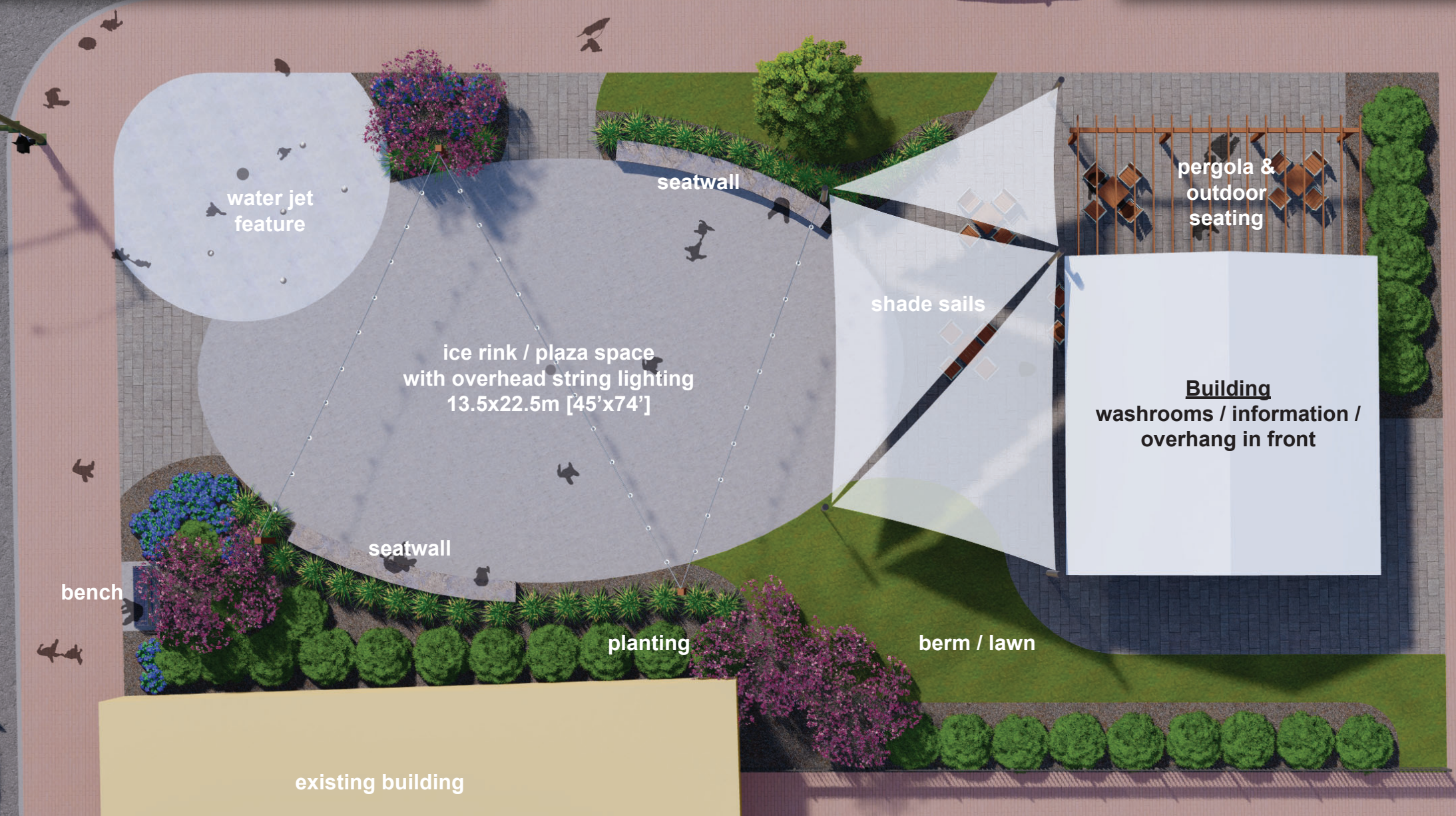
summer concept rendering

Havelock St

Food Truck Parking

Victoria St E

King St



existing building

DRAFT

## MEMORANDUM

**To:** Mayor Kogon and Members of Council  
**From:** Aaron Bourgeois, Operations Manager  
**Date:** September 20, 2021  
**Subject:** Skate Park Shelter and Outdoor Drinking Fountain

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At the June 21, 2021 Committee of the Whole Meeting Council directed staff to research the exact cost and provide a timeline to install an outdoor drinking fountain and shelter at the Amherst Skate Park this summer, with funding to come from the unrestricted operational reserve which has a current balance of \$349,360.

### **Cost Estimate**

The cost of materials for an outdoor drinking fountain on the southern exterior wall of the stadium would be:

- 1 – Elkay Outdoor Wall Mount Fountain, Non-Filtered, Non-Refrigerated \$2,775
- 1 – Mounting hardware, water supply line, drain pipe, and fittings \$375
- Cost of materials for fountain \$3,150

The cost of materials for a wooden shelter adjacent to the skate park would be:

- 1 – 11' x 13' wooden frame with metal roof sun shelter \$2,200
- 1 – Mounting options depending on location of structure;
  - Wooden deck \$850
  - Concrete Slab \$700
  - Helical piles (screw piles) \$1,050
- Cost of materials for sun shelter \$3,050 to \$3,250.00

**Total cost of materials for an outdoor fountain and shelter structure would be \$6,200 to \$6,400.**

This estimation is based on the work be completed by the Public Works unionized workforce. Hiring contractors to complete this work would cost an additional \$5,000 to \$6,000.

### **Schedule**

Delivery time for the fountain and shelter would be 7 to 10 business days from the date of order.

If the work was to be completed in-house, it is estimated that a crew of 4 Public Works staff would need 5 days to complete the work. All or part of this project would likely need to be completed outside of regular working hours as to not interfere with the capital projects and maintenance work currently in progress.

The earliest estimated completion date if directed to proceed with this project would be October 20, 2021.

**Proposed Fountain**



**Proposed Shelter**



# MEMO

**TO:** Mayor Kogon and members of Council  
**FROM:** Kim Jones, Municipal Clerk  
**DATE:** September 20, 2021  
**RE: Policy and Bylaw Review Update**

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Staff have spent some time reviewing and evaluating our existing policies, procedures and bylaws.

The considerations taken into account when establishing priority include but are not limited to:

- Period of time from last update
- How frequently the policy/procedure or bylaw is utilized
- Staff resources
- The impact the document has on daily operations
- The impact that Covid and changing restrictions has on operations.

We acknowledge that some of our pandemic work plans may become the “new normal” and as we currently work on our Covid Operational Plan, we are considering which aspects may become a regular part of our post pandemic operations.

Our recommended priorities for the next 2-3 months are:

- Vaccine Guidelines
- Community Support Grants Policy
- Personnel Policy
- Hiring Policy
- Dangerous and Unsightly Premises Policy
- Noise Bylaw (currently has only had first reading)

We are also anticipating recommendations to come forward to Council for the repeal of some policies which are outdated or redundant based on current operational structure and/or programming.

# Monthly Report

## Corporate Services

### September 2021

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#### CORPORATE SERVICES

##### PAYROLL

Payroll and WCB remittances are up to date.  
 Payroll remittances are remitted to CRA bi-weekly by the payroll company.  
 WCB is remitted automatically via our payroll provider.

##### FINANCIAL

The year end audit was underway during the month of August and into September. The financial statements will be presented to the Audit Committee on September 22, 2021. The first quarter financial report will be presented to the Audit Committee in September. The Town has favourable results at the end of the first quarter, mostly due to savings from vacant positions. Bank reconciliations for June, July and August were completed.

##### 2021/22 FINAL PROPERTY TAX BILLS

The final property tax bills were sent out in mid-August with a due date of September 30, 2021.

##### 2021/22 TAX REDUCTION POLICY – LOW INCOME REDUCTION

Applications were sent out in the mail the first week of June to those who qualified in prior years. As of September 1, 2021 we have received 75 applications, with two not eligible as they were over the threshold. Applications are due on September 30, 2021.

##### 2021/22 FINAL TAX SALE NOTICES

There were 40 notices sent on August 12, 2021 with a response date of September 3, 2021. The next step was to forward the properties to our solicitor by September 13, 2021 for title search. The tax sale is scheduled for Tuesday, December 7, 2021.

##### 2021 ASSESSMENT APPEALS

As of September 1<sup>st</sup>, there were 51 accounts who have appealed their assessment, 6 of these are outstanding, 11 are withdrawn, 34 are complete.

	# of Accounts Appealing	Total Assessment Value Being Appealed	Appeal Completed as of Sept 1/21	Pending as of Sept 1/21	Withdrawn as of Sept 1/21	Outstanding Appeals as of Sept 1/21	Appeals Successful as of Sept 1/21	Loss of Assessment Value	Amount of Revenue Reduction	Nova Scotia Assessment Appeal Tribunal Status
Residential/Resource	30	\$15,262,800	19	0	7	5	14	\$ 526,400	\$ 8,791	1
Commercial	21	\$22,955,200	15	0	4	1	10	\$ 799,400	\$ 35,733	6
<b>TOTAL</b>	<b>51</b>	<b>\$38,218,000</b>	<b>34</b>	<b>0</b>	<b>11</b>	<b>6</b>	<b>24</b>	<b>\$1,325,800</b>	<b>\$ 44,524</b>	<b>7</b>

## **WATER / SEWER BILLING**

Quarterly water bills were sent to customers during the last week of July and were due on August 31, 2021.

## **CUSTOMER SERVICE TRACKING – E11**

There was a total of 103 opened cases in August and 90 cases closed. The categories with the most opened/closed cases in August were related to compost bin replacement/repairs and dangerous or unsightly premises.

## **HUMAN RESOURCES**

### **Hiring competitions completed in June, July & August:**

Seasonal Parks Attendant: the position was awarded to successful candidate Dave Simpson.

Seasonal Operator(s) with the Public Works Department: this competition closed in July which resulted in the hiring of three (3) new Seasonal Operators. We welcomed Stephen Chase, Jay Crossman and Jesse Gouchie to the team.

Jaeden Macphee was also hired to complete a term position as Operator with the Public Works Department in order to fill vacancies created as a result of staff medical leaves.

Part-time casual Constables with the Amherst Police Department: Robert Edgar and Mitchell Ferguson were brought on board as the successful candidates from the competition process that concluded in early August.

Dangerous & Unsightly Administrator: Current employee in the Clerk's Office, Emily Wainwright, was the successful candidate for this competition that concluded in early September. Emily will begin her new role effective September 20, 2021.

Crime Prevention Coordinator: Melanie Siddall has been awarded this two-year term position following the completion of the competition process in early September. Melanie commenced her new role effective September 8, 2021.

Multisport Leaders: The Amherst Cumberland Multisport Program will begin with their first session on September 12, 2021. A competition was held in August with Sophie Patriquin, Drew Pettis and Dan Macswain (back-up) being awarded the positions for this year's session of the program.

The Community Well-Being and Recreation Facilities departments bid farewell to their summer students at the end of August. We wish all students a safe and successful return to their studies this fall.

Additional departures from the Town include the retirement of long-term employee, Shawn Canton, effective August 19, 2021. We thank Shawn for her many years of dedicated service to the Town and its citizens.

Eileen Davage, Culture, Events & Marketing Coordinator has resigned her position effective September 17, 2021. We wish Eileen the best of luck in her future endeavours.

Seasonal Operator with the Public Works garage, Stephen Leblanc, resigned from his position effective September 2, 2021. We give our best wishes for future successes Stephen.

## **PROCUREMENT**

Staff continues with preparing, coordinating and completing the procurement process for both capital projects and operational requirements. Continued work with insurance requirements, vendor file management and project work, as necessary.

	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
<b>Capital</b>													
Expected Procurement from Capital Budget: 39:													
Scopes for capital received in the month	0	3	5	2	0	0	4	0	8	12	2	3	4
<b>All procurement:</b>													
Total new scopes of work received in month	0	7	19	3	0	6	6	4	14	12	5	4	8
Released to the public in the month	2	10	23	4	4	7	5	3	7	7	6	6	2
Closed during the month	2	7	21	9	4	6	7	4	7	4	6	6	2
Awarded by par/council during the month	9	7	15	8	3	10	5	7	7	2	2	6	3
Open at the end of month (released month a, closed month b)	3	2	6	5	5	1	1	2	3	4	2	2	2

## INFORMATION SERVICES (IS)

We replaced the Firewall at the Innovation Centre with a new Cisco Firewall.

We had Backman Vidcom come in and repair the Touchscreen in the Board Room at the Innovation Centre as it had stopped working.

We were busy with all the everyday Desktop IT issues that occur in all the building for the Town of Amherst.

### IS Cases/Incidents Stats

	July 2020	Aug 2020	Sept 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021
Opened	28	9	33	16	11	19	33	21	14	11	12
Closed	32	9	33	14	12	19	30	19	18	10	11

# Monthly Report

## Operations

### September 2021

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In addition to their routine maintenance work Operational Services staff worked on and completed the following projects during the summer:

#### **PARKS**

- Daily cleaning and opening / closing of park washrooms.
- With frequent rain over the summer, staff and summer students were busy with weekly mowing and grass trimming.
- The construction of the new basketball court at the Lions Park was completed.
- Dickey Park Soccer Field was put into play for the first time this summer. Fundy Youth Soccer took full advantage using the field 5 nights per week.
- A Storybook Activity Walk was installed at Rotary Park.

#### **AMHERST STADIUM**

- The Amherst Stadium was used by public health as a Covid-19 testing site from May 18<sup>th</sup> until July 30<sup>th</sup>.
- Ice installation started on August 13<sup>th</sup> and the ice surface was ready for rentals on August 25<sup>th</sup>.
- When the weather was inclement staff performed maintenance and cleaning at the stadium.
- The walking track is open Monday to Friday from 8:00am to 4:00pm, these hours will be extended as staff transition from outdoor park maintenance to fulltime stadium operations.

#### **ROBB COMPLEX**

- The Batting Cage was very popular this past summer, recreation staff managed a reservation system for batting cage use.
- The grass infields and the field conditioner on the base paths greatly improved playing conditions. Staff received many compliments on the condition of the fields, most notably how well the fields recovered after the frequent rains this past summer.
- There were no complaints received regarding dust from the fields.
- The facility will remain open until mid-October.
- One Fulltime staff member and 3 summer students maintained excellent field conditions throughout the summer.

#### **COMMUNITY CREDIT UNION BUSINESS INNOVATION CENTER**

- Facility bookings increased as Covid-19 restrictions eased over the summer.

## **HORTICULTURE**

- Daily maintenance and weeding of the flowerbeds.
- Self watering hanging baskets have cut the time required to water the baskets in half. Baskets now only need to be watered every second day.
- Dickey Park Soccer Field was fertilized and over seeded to improve turf conditions.
- Painting and repairs of the wooden picnic tables in parks.
- Weekly waste management in parks and dog waste receptacles, emptying and restocking.
- Ongoing litter pick-up in the Downtown and parks.
- Addressed issues with insect infestations on trees in parks and on our floral displays.
- Removed several hazardous trees from Dickey Park to ensure the safety of park users.
- Investigated tree issue concerns from residents.
- Cutting back & limiting seed dispersal of invasive weeds growing in Dickey Brook that are smothering out native plants
- Town Horticulturist attended a Tactical Placemaking seminar hosted by Develop NS.

## **PUBLIC WORKS**

- Croft Street sidewalk from Beacon to East Pleasant was completed.
- Park Street sidewalk from Patterson to Patterson was completed.
- LaPlanche Street sidewalk from Palmer to Marsh Trail was completed.
- Dickey Brook trail from Donald to Charles was completed.
- Franklyn Street corrugated storm sewer replacement was completed.
- Water valve replacements on Spring Street prior to commencement of Spring Street reconstruction project.
- Installed 4 new water service lateral connections.
- One broken main was repaired – Tantramar Court.
- Staff are working on the renovations of the Town Hall Council Chamber.
- Transmission main from the Tyndal Lane wellfield to the Willow Street reservoir was cleaned with foam swabs.
- A leak in a 2” service lateral in Brookdale was repaired, the leak was first noticed as increased water production on the Town’s SCADA system.

## **STAFF**

- Water department employee David Gautreau retired at the end of June.
- Former CUPE employee Jason McBurnie was the successful applicant for the position of Transportation Foreman in the Public Works department.
- Public Works filled 5 seasonal operator job vacancies in July hiring;
  - Jason Crossman
  - Jordan Brown
  - Jaeden MacPhee
  - Jesse Gouchie
  - Stephen Chase
- CUPE employee Ryan LaLonde was the successful applicant for the position of Custodian.
- A competition was held for a seasonal Parks Attendant, the successful applicant was David Simpson.

### **Upcoming / ongoing projects for September:**

- Contracted patching of service cuts and spreader patching streets is ongoing.
- Mallard Drive storm sewer will be started in October.
- Replacement of faulty check valve – McCully Street Booster Station.
- Annual unidirectional flushing of watermains commencing in September.
- Annual sewer main flushing and video inspection program starting in late September.
- Robb Complex hosting the NS Intermediate AAA baseball tournament, September 18<sup>th</sup> and 19<sup>th</sup>.
- Splash Pads will be shut off for the season on September 21, 2021.
- Tennis nets and wind break will come down by first week of October.
- The Amherst junior A Ramblers regular season starts on October 2<sup>nd</sup>.
- CCMHA regular season starts October 1<sup>st</sup>.
- A new backup brine pump for the Stadium has been procured and will be installed in late September.
- New foul poles to be fabricated by Public Works staff and installed at Robb Complex.
- North Adelaide sidewalk replacement.
- Fire Station concrete ramp and stair replacement.

# Police Services

## Monthly Report

### September 2021

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#### TRAINING

There was no training scheduled during the months of June, July or August, but planning has been underway for a significant amount of training in the fall. This includes our annual firearms and carbine training, as well as additional training hosted by the Amherst Police Department and provided by certified instructors with *Canadian Critical Incident Inc.* The slated courses include:



**Major Incident Front Line Officer Response Course:** This is a 4-day course designed for front line supervisors and provides instruction on dealing with major incidents from an 'Incident Command' approach. It teaches roles, responsibilities and procedures relating to a Major Incident call for service relating to a hostage, barricaded or suicidal person by the first supervisor on the scene and how to plan, direct and command operations in critical incidents prior to assistance from Incident Command and/or Tactical Units. Eight of our most recently appointed front-line supervisors/2 IC's (in charge) are will be trained with another 12 candidates from other departments.



**'Crisis Communication'** is a course that is designed for dispatchers who are dealing with individuals suffering from mental illness or are in a state of crisis and introduces them to the larger responsibilities of the Command Triangle and associated resources so that they can better understand the critical role they play. Eight (8) of our staff will be attending this 1-day course with 9 candidates from other agencies attending.

**"Major incident – SCRIBE"**: The scribe position is a critical part of any major incident and are trained to document how events unfold and the decisions that are made. While it can be often overlooked, it is essential in keeping track of information, decisions, resources and is utilized heavily in reviews, enquiries etc. We have 4 of our staff included on this training initiative with 13 other positions being filled by staff from other agencies.

#### PERSONNEL:

**New part-time officers:** With the departure of 2 of our part-time members over the summer, we advertised posting for part-time police officer positions. After a competition that included written testing, background and suitability reviews and a board interview, 2 new part-timers were added to our ranks – Cst Robert Edgar and Cst Mitchell Ferguson. Both members will be filling in for vacancies as a result of illness. They are scheduled to attend PROS training in September.

**Major Crime Unit:** Constable Jeff Goodwin has been selected to fill the second Major Crime Unit position and started in his new role on August 30<sup>th</sup> working with his supervisor, Acting Cpl Tom Wood. As the second position in MCU, Cst Goodwin will also be focusing on drug enforcement initiatives and working closely with the Cumberland Street Crime Unit.

**Crime Prevention Coordinator:** The posting for the civilian Crime Prevention Coordinator was posted with qualifications that included post-secondary certificate or diploma in the area of law enforcement, public safety or related field or five (5) years related experience. We were also looking for someone with superior written and verbal communication skills and experience in developing crime prevention programs was considered an asset. Interviews for this position took place on September 3<sup>rd</sup> and the interview board unanimously recommended Melanie Siddall for this position. Melanie did very well in her interview, providing the board with a presentation of her vision of what the position could accomplish and what approach she felt was necessary. She has extensive experience doing presentations, planning events and team-building and we are very confident that she will be an excellent asset to our team. Melanie started work on September 8<sup>th</sup> and is scheduled to attend PROS training later in September.

## **OPERATIONAL**

**Border Protests – June 22<sup>nd</sup> & 23<sup>rd</sup>, 2021:** As a result of a protests against Covid-19 restrictions relating to the provincial border closures, the Nova Scotia/New Brunswick Border on the Trans-Canada Highway was closed for over 24 hours on the 22<sup>nd</sup> and 23<sup>rd</sup> of August. This event had a significant impact on the town of Amherst and our policing resources. As a result of the blockage, all traffic was diverted into Amherst at Exit 4 which required police resources to get traffic off the highway and into town and into appropriate parking areas which included the Amherst Centre Mall, the Amherst Industrial Park and the Walmart parking lot. Efforts and planning focused on ensuring that we could safely and efficiently divert traffic into town and park vehicles in a way that would not seriously impact our community and ensure that, when the time came, we could direct traffic back out of town efficiently and effectively. In some cases, some of the traffic positions we took initially were taken over by RCMP and/or TIR (exit 4), but we also had to block traffic in other areas of town to provide direct assistance to the RCMP who were at the protest/blockade. This included placing additional resources at the Eddy Road, Laplanche Street and other areas.

**Property Damage – July 9<sup>th</sup> & 10<sup>th</sup>, 2021:** A 21-year-old male was arrested and charged with 4 counts of property damage, 1 count of break and enter and 1 count of theft following a series of incidents that started with the pulling of a fire alarm on a residential building on the evening of July 9<sup>th</sup>. The following morning, the fire alarm was pulled a second time at the same residential building, once again requiring a response from Amherst Fire Department and the Amherst Police Department. Shortly after, Amherst Fire responded to a fire alarm at Spring Street Academy in which the sprinkler system had been activated, causing significant damage to property. Police were contacted and it was discovered that the school had been broken into and items were stolen during the incident. The 21-year-old suspect was apprehended shortly afterwards and was remanded into custody on the charges. The matter is still before the courts.

**Break and Enter – July 22<sup>nd</sup>, 2021:** Amherst Police are investigating a Break and Enter that occurred on July 22<sup>nd</sup>, 2021 at approximately 1:30am at the KIA Dealership. Two suspects were observed on video-surveillance which was posted on APD social media reaching close to 17,000 people. The building was accessed and culprits stole a 2013 KIA Optima. The matter is still under investigation.



**Stabbing – August 10<sup>th</sup>, 2021:** A 56-year-old female has been arrested and charged following a report of a stabbing at a residence on Laplanche Street. Police were called to the residence when they received a report of a male who had been stabbed with a screwdriver. The accused barricaded herself in her residence and police obtained warrants to enter and she was arrested later in the evening without incident. She was remanded into custody and is facing numerous charges that include assault with a weapon, possession of a weapon for a dangerous purpose and several charges in relation to failing to comply with release conditions.

**Stabbing – August 19<sup>th</sup>, 2021:** A 25-year-old male is facing numerous criminal charges following a report of a stabbing in a residential building on Rupert Street at approximately 1:30am on August 19<sup>th</sup>, 2021. One male was injured in the attack and was treated and released from hospital. The suspect was arrested at the scene without incident and was remanded into custody. He is facing numerous charges that include attempted murder, aggravated assault, uttering threats and possession of a prohibited weapon.

**Motor Vehicle Inspection Blitz – August 25<sup>th</sup> and 26<sup>th</sup>, 2021:** Working in partnership with Motor Vehicle Compliance Officers, a “Motor Vehicle Inspection Blitz” was planned for the 25<sup>th</sup> and 26<sup>th</sup> of August with the goal of promoting road and vehicle safety by setting up a roadside checkpoint to inspect vehicles. On August 25<sup>th</sup>, a total of 13 vehicles were processed and inspected. Of these 2 passed, 3 received warning notices, 1 was removed from the road and towed and determined not fit for operation and 7 more received inspection rejection stickers. On August 26<sup>th</sup>, 14 vehicles were checked which resulted in 1 passing, 5 vehicles deemed unfit and towed, 2 issued warning notices and 6 received rejection stickers. Rejection stickers allow the vehicle to be used to travel to a garage for repairs only and are not permitted to be used otherwise. We will be setting up further dates to continue with this initiative.

**Break and enter, theft, Drugs – August 27<sup>th</sup>, 2021:** A 44-year-old Amherst man is facing numerous charges in relation to incidents that occurred between August 25<sup>th</sup> and August 27<sup>th</sup>. The suspect had been stopped by APD members on August 25<sup>th</sup> and a vehicle seized as a result of the suspect allegedly driving without a license, insurance or proper registration. The vehicle was towed and securely stored at a local compound. In the early morning hours of August 27<sup>th</sup>, the secure lot was broken into, and numerous items were stolen from the lot and other vehicles. The vehicle that was seized on August 25<sup>th</sup> was then driven out of the lot with the stolen items inside. Surveillance video was reviewed by police and shortly thereafter, the abandoned vehicle was located and the suspect was spotted and was arrested. A search of the suspect and their belongings resulted in the seizure of a quantity of crystal meth, meth and drug paraphernalia. He was arrested and remanded, but later released by the courts and is scheduled to return at a later date.

### **Street Crime – Drug Enforcement:**

**On July 31<sup>st</sup>, 2021,** a 35-year-old male and a 33-year-old female from Amherst, Nova Scotia, were arrested near the Nova Scotia/New Brunswick border following a search of their vehicle. Both are facing charges that include possession for the purpose of trafficking methamphetamine, and possession for the purpose of trafficking isotonitazene (an opioid). Both were released on undertakings to appear in court in Amherst, Nova Scotia.

**On August 5<sup>th</sup>, 2021,** following a report of a motor-vehicle accident in Little Forks, investigators arrested a 32-year-old female from Sackville, New Brunswick, and a 43-year-old female from Amherst, Nova Scotia. Both are facing charges that include possession of cocaine for the purpose of trafficking and possession of methamphetamine. They were also allegedly found to be in possession of an undisclosed amount of cash and bear spray. Both females were released on undertakings to appear in court in Amherst, Nova Scotia.

**On August 13<sup>th</sup>, 2021,** a 40-year-old female from Springhill, Nova Scotia, was arrested for possession for the purpose of trafficking methamphetamine, flight from police in a motor vehicle, and dangerous operation of a motor vehicle. Police had initiated a traffic stop and the driver fled, throwing a bag onto the roadway in the attempt to evade police. Police located the bag and found suspected methamphetamine inside. The vehicle was found in town abandoned but the driver was located a short time later by APD Patrol members and was arrested without incident. The female was released on an undertaking to appear in court in Amherst, Nova Scotia.

On August 26<sup>th</sup>, 2021, Cumberland Integrated SCEU and Amherst Police Department patrol members stopped a vehicle as it entered Amherst and arrested the driver and passenger for possession of methamphetamine for the purpose of trafficking. A subsequent search of the vehicle resulted in the seizure of suspected crystal methamphetamine, suspected methamphetamine, suspected cocaine and suspected gabapentin. John Warner, 41, of Amherst, and Tony Riles, 48, of Springhill, have both been charged with two counts of possession of a controlled substance for the purpose of trafficking. Warner was on parole at the time of his arrest and his parole has since been suspended. He has been returned to a federal institution where he will remain in custody. Riles was released on conditions.

### **CRIME PREVENTION/SCHOOL RESOURCE**

Due to COVID-19 restrictions, community festivals and events were cancelled which had a direct impact on SRO's involvement. Constable Harrison supported the platoons with operational matters, worked closely with Family and Children's Services on several investigations and spent much of her time at the skatepark and playgrounds, including stopping in to check on Maggie's Place programming that was scheduled at the Lion's Park throughout the summer. She also assisted Maggie's Place with a 'school supply' drive that raised close to \$1100 and collected school supplies for students. Maggie's Place supports approximately 400 families with back-to-school costs. Constable Harrison has also been working on a presentation on Human Trafficking as she will be a special speaker at the Nova Scotia Principal's Provincial Conference in October 2021.



### **OPERATIONAL STATS – June 2021**

Occurrences:	481	Criminal Code Charges:	47
Impaired by Alcohol:	1	CDSA:	1
Impaired by Drug:	0	CBCA:	1
Traffic Tickets:	30	PPA:	0
HPA:	1	Traffic Written Warnings:	8
Vehicle Checks:	101	LCA:	2
Foot Patrol Hours:	18 hrs, 4 min	Bike Patrol Hours:	0

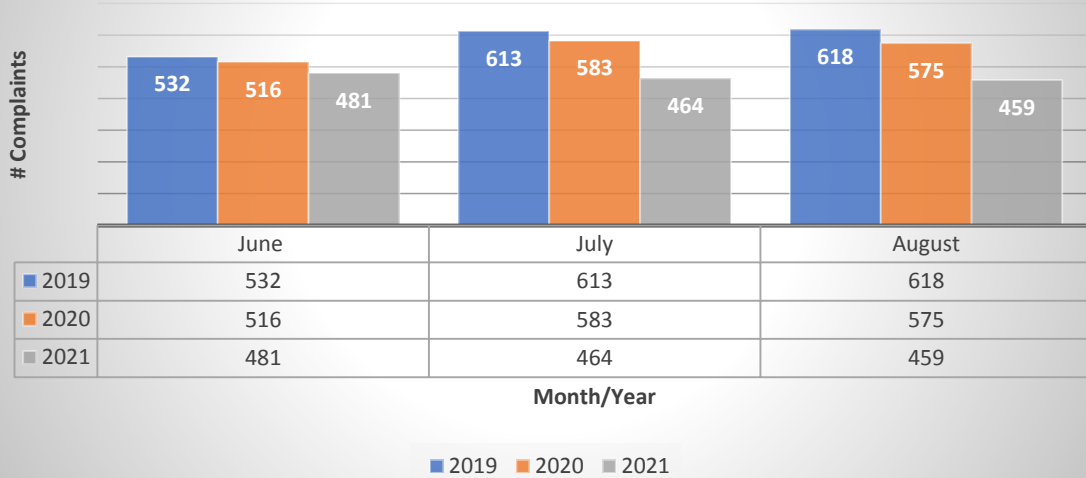
### **OPERATIONAL STATS – JULY 2021**

Occurrences:	464	Criminal Code Charges:	39
Impaired by Alcohol:	5	CDSA:	0
Impaired by Drug:	0	CBCA:	0
Traffic Tickets:	32	PPA:	0
HPA:	0	Traffic Written Warnings:	11
Vehicle Checks:	117	LCA:	4
Foot Patrol Hours:	5 hrs, 33 min	Bike Patrol Hours:	0

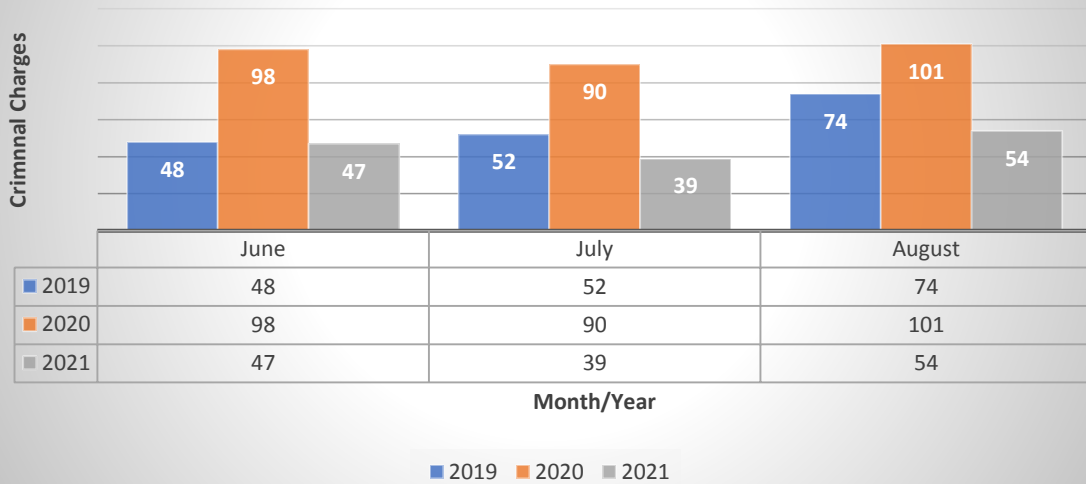
### **OPERATIONAL STATS – AUGUST 2021**

Occurrences:	459	Criminal Code Charges:	54
Impaired by Alcohol:	1	CDSA:	1
Impaired by Drug:	1	CBCA:	0
Traffic Tickets:	33	PPA:	0
HPA:	1	Traffic Written Warnings:	15
Vehicle Checks:	155	LCA:	1
Foot Patrol Hours:	9 hrs 16 min	Bike Patrol Hours:	0

## APD Occurrences - 2019, 2020, 2021 Months of June, July and August



## Criminal Charges 2019, 2020, 2021 June, July & August



# Monthly Departmental Report

## Fire Department

### September 2021

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#### **RESPONSE #'s (June, July, August)**

##### Town of Amherst – 61 events

- 1 Electrical fire
- 2 Structure fire
- 1 Vehicle fire
- 39 Monitored alarm activations
- 1 Assist police
- 5 Motor vehicle accident
- 7 Smoke alarm activations
- 1 Report of explosion
- 1 Hazardous material
- 1 Power lines on fire/Arching
- 2 Dumpster / Garbage can fire

##### Contract area (District 2) – 14 events

- 3 Monitored alarm activations
- 4 Motor vehicle accidents
- 7 Open burn / Wildland fire / Mulch

#### **COVID OPERATIONAL UPDATE**

We continue to maintain situational awareness and engage with local, provincial and national colleagues on the impacts and best practices associated with this pandemic. This includes adjusting the way we provide services while ensuring that we respect the provisions of the provincial requirements.

#### **WEEKLY TRAINING, RECRUIT TRAINING & MEETINGS**

The department continues to focus its training on leadership and operational development through modified in person training and virtual meetings. During the months of July and August regular training was placed on hold.

#### **RECRUITMENT**

The fire department is looking for new members to join our team. For more information on becoming a member of the Amherst fire department, please visit the Amherst Fire Station, speak to any Amherst fire fighter or go to [www.amherst.ca/volunteer-firefighter](http://www.amherst.ca/volunteer-firefighter).

## **FIREFIGHTING IN CANADA VIRTUAL SUMMIT**

On June 26<sup>th</sup> during the Firefighting in Canada virtual summit, Chief Jones was one of eight Fire Chief's from across the country to share his experiences while dealing with the pandemic in a prolonged operational environment. During the session the Chief explained how the department took the opportunity to think outside the box and used virtual tools to maintain a regular training system to maintain operational readiness, communications and mental health check ins.

# Monthly Departmental Report

## Planning & Strategic Initiatives

### September 2021

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Throughout the summer months development activity has kept pace with relatively high volume from 2020 as shown on the attached charts. Planning and Building Inspection staff continue to experience high volumes of permit applications, as well as high volumes of inquiries related to the development potential of newly acquired properties.

Planning Staff participated in the hiring process for a new Dangerous & Unsightly Premises Administrator and were pleased to be able to recommend the promotion of an internal candidate, Emily Wainwright. Emily will start in the role on September 21<sup>th</sup>. Planning Staff also participated on the hiring committee for 2-3 Economic Development Officers to be employed by Cumberland County, but working on joint Economic Development and Tourism Strategies. Two of those positions will start in September.

Planning Staff are facilitating the implementation of a Tactical Placemaking Project in partnership with the Amherst Chamber of Commerce and other local business stakeholders. Agreements related to this initiative are on the agenda for this meeting.

Construction of the 2MW Solar Garden is ongoing, with a decision by the NSUARB on the rate structure still to come this fall. Construction on the town's two solar PV systems at the Waste Water Treatment Facility and the Water Reservoir will also be completed this fall.

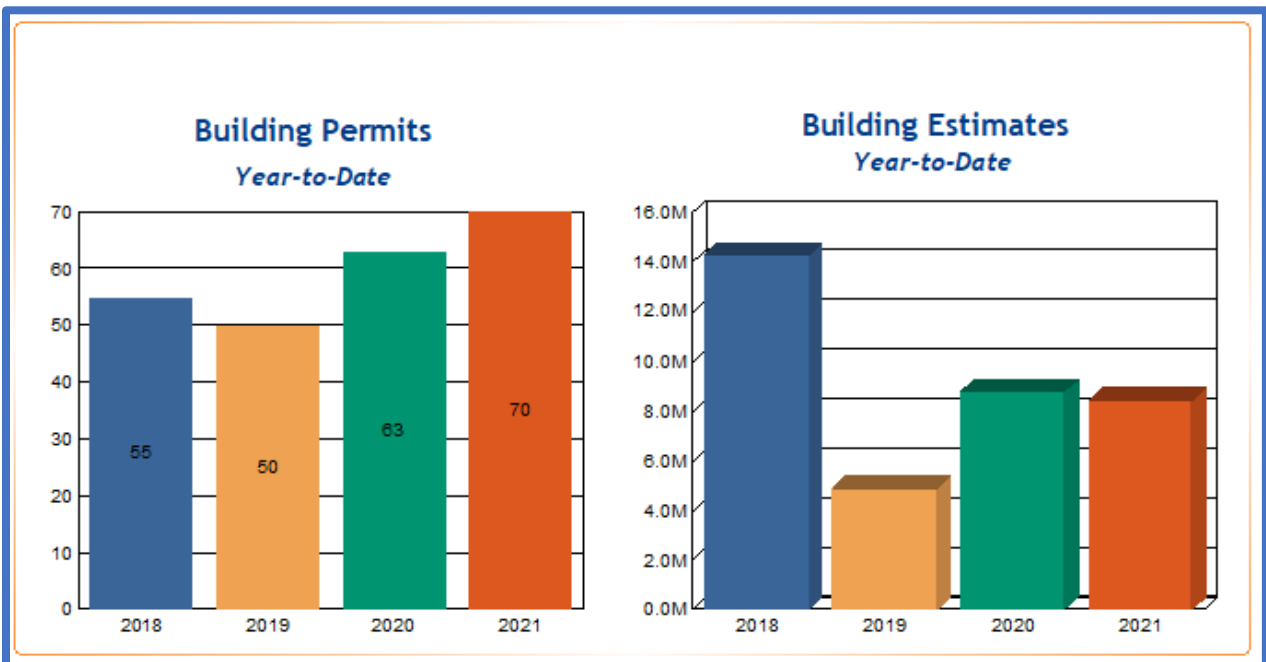
Planning Staff continue to provide planning and development services for the Town of Oxford. Given that Oxford is now managed by its Council and a Town Clerk, the volume of requests for assistance have increased significantly.

Regarding strategic priority projects, the draft request for proposals for consultant services to renew the town Municipal Planning Strategy is ready for Council's approval to move forward. Work continues on development of industrial park expansion options report and the policy review project.

## Year-to-Date Development Activity as of August 31, 2021

<b>ACTIVITY REPORT</b>							For Period 2021-01-01 to 2021-08-31
Type	Previous Period			Current Period			
	Permits	Units	Value of Construction	Permits	Units	Value of Construction	
Single Family	22	4	944,879	23	5	794,623	
Duplex/Semi	0	0	0	1	2	300,000	
Apartments	6	24	2,650,000	7	23	2,612,000	
Other Residential	22	0	150,646	20	0	192,378	
Commercial	11	0	4,212,650	16	0	479,874	
Industrial	2	0	801,000	2	0	4,069,500	
Inst & Gov	0	0	0	0	0	0	
Agriculture	0	0	0	0	0	0	
Other	0	0	0	1	0	5,000	
<b>Total</b>	<b>63</b>	<b>28</b>	<b>8,759,175</b>	<b>70</b>	<b>30</b>	<b>8,453,375</b>	

## Multi-Year Comparison



# Monthly Report

## Community Well-being

### September-2021

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#### **COMMUNITY WELL-BEING**

- Grants received from: ParticipACTION Grant, Municipal Wellness, Emancipation Day, Canada Day, Active Communities Fun, Jays Care
- Developed Terms of Reference for the Diversity, Equity and Inclusion Advisory Committee
- Community Engagement: YMCA AGM, Maggie's Place AGM, Community Support Grant presentation, Fundy Winds, book presentation to Y-Reach, Maggie's Place, Sexual Health Centre, Multicultural Society and Autumn House, Make your Move campaign, Cities Reducing Poverty and Tamarack webinars
- Performance reviews, interviews for AYTC, interviews for Multisport, and interviews for Crime Prevention position

#### **CULTURE MARKETING AND EVENTS**

- Events: Date Night – Liaised with local business owners (restaurants, movie theatre, bowling alley and pool hall) for a Date Night promotion. Christmas in July: 19 local business owners participated. Emancipation Day – the CWB produced a 30-minute video in recognition of Emancipation Day. Acadian Day: Produced a short video. Collected and posted Pride Day, Indigenous People's Day and Multicultural Day social media content
- Marketing: Explore Cumberland Hiking Guide – worked with Cumberland Trails group to produce a full colour fold-out guide to hiking trails in the Cumberland region. Developed marketing campaign for recruitment of Accessibility and Diversity committee members. Created a Community Support Grant slide show – A Fresh Start Community Support Grant 1st and 2nd round
- AYTC Expression of Interest call out –collection of applications and interviews completed and recommendation process for September

#### **ACTIVE LIVING**

- The Town ran a full summer schedule from mid-July until the end of August with three students, offering programming for a range of ages and community members
- The Girls at Bat program ran from May - July and was a huge success. Many girls moved onto Little League for the summer and said they would return next year if possible
- The Town's summer tennis program ran for 5 weeks in July and August. It was well attended by youth and received a lot of positive feedback from the community
- The Town participated in the ParticipACTION challenge in June and was chosen as the Most Active Town in Nova Scotia, winning \$15,000 for accessible playground equipment

#### **UPCOMING IN OCTOBER**

- National Day for Truth & Reconciliation
- Scarecrow Stoll: Kick off in Victoria Square, Scavenger Hunt, Scarecrow Making Workshop, Scarecrow contests
- Esther Fest: Virtual Escape Room, Esther's Ghost Experience, Haunted History Ghost Tours with Charlie Rhindress, Night at the Museum, Ghost Hunt, Scavenger Hunt, Spirits Walk, Mystic Market, Family Fun Day, Doggie Social
- Amherst Youth Town Council coordination, Volunteer nomination call-out, Community Support Grant call-out
- Friday Night Fun begins, Let's Walk About It, public skating begins, Multisport continues