

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: November 28, 2022
Time: 6:00 pm
Location: Council Chambers, Town Hall

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

Staff Present Jason MacDonald, Chief Administrative Officer
 Dwayne Pike, Police Chief
 Aaron Bourgeois, Director, Operations
 Andrew Fisher, Director, Planning & Strategic Initiatives
 Sarah Wilson, Director, Finance
 Krista Crossman, Director, HR & Customer Services
 Kim Jones, Director, Corporate Communications/Clerk
 Tom McCoag, Corporate Communications Officer
 Natalie LeBlanc, Deputy Clerk

Staff Absent Greg Jones, Director, Fire Services

1. **CALL TO ORDER**
 Mayor Kogon called the meeting to order at 6:00 p.m.
2. **TERRITORIAL ACKNOWLEDGMENT**
 Mayor Kogon gave the Territorial Acknowledgement.
3. **APPROVAL OF AGENDA/MINUTES**
 - 3.1 **Approval of the Agenda**
 Moved By Deputy Mayor Landry
 Seconded By Councillor Emery
 To approve the agenda as amended to add item 5.13 Community Support Grant Request.

Motion Carried
 - 3.2 **Approval of Minutes**
 - 3.2.1 **October 20, 2022 Public Hearing**
 Moved By Councillor Fawthrop
 Seconded By Councillor Baker
 That the minutes of the October 20, 2022 Public Hearing be approved as included in the agenda package.

Motion Carried
 - 3.2.2 **October 24, 2022 Council**
 Moved By Councillor Emery
 Seconded By Deputy Mayor Landry
 That the minutes of the October 24, 2022 regular meeting of Council be approved as included in the agenda package.

Motion Carried
 - 3.2.3 **November 9, 2022 Special Council**
 Moved By Councillor Baker
 Seconded By Councillor Emery
 That the minutes of the November 9, 2022 meeting special meeting of Council be approved as included in the agenda package.

Motion Carried

4. PRESENTATIONS

4.1 Amherst Downtown Business Association
Dwayne Ripley presented on behalf of the Amherst Downtown Business Association. Information item; no direction given or action required.

4.2 Nova Scotia Community College
Don McCormick and Michelle Bussey presented on behalf of the Nova Scotia Community College. Information item; no direction given or action required.

5. REQUESTS FOR DECISION

5.1 Land Use Bylaw Amendment Application 2nd Reading - Flemming / Paradise Avenue Rezoning
Moved By Deputy Mayor Landry
Seconded By Councillor Fawthrop
That Council give second and final reading to an amendment to the Land Use Bylaw Schedule 'A' Zoning Map, by changing the zoning of a portion of PID 25001926 located on Paradise Avenue from Low Density Residential to General Residential.

Motion Carried

5.2 Development Agreement Application 2nd Reading - Lot 2021-2R Brown/Mosher Streets
Moved By Councillor Davidson
Seconded By Deputy Mayor Landry
That Council give second and final reading to a Development Agreement, attached, for Lot 21-2R that would permit the construction of three, 54-unit apartment buildings, with the following changes to the agreement Terms and Conditions:
- that the construction of Building B as shown on Schedule C take place before any other proposed building, and
- that no direct pedestrian access to Donald Avenue be provided via the walkway reserve between 32 and 34 Donald Avenue.

Motion Carried

5.3 Appointment of Development Officer
Moved By Councillor Fawthrop
Seconded By Councillor Emery
That Council appoint Abiola Falaye as a Development Officer for the Town of Amherst.

Motion Carried

5.4 Stadium Canteen Concession Agreement
Moved By Councillor Emery
Seconded By Councillor Davidson
That Council approve of the stadium canteen concession agreement between Dwayne Ripley and the Town of Amherst and authorize the Mayor and CAO to sign on behalf of the Town.

Motion Carried

Canteen Concession Agreement

THIS AGREEMENT made this _____ day of _____ 2022

BETWEEN:

THE TOWN OF AMHERST (the Town)

and

DWAYNE RIPLEY (the Operator)

WHEREAS; the Town and its assigns grant to the Operator the right to operate the food and drink concession at the Amherst Stadium for a term commencing December 1st 2022 to May 1st 2023; and

WHEREAS the Operator agrees to pay a rental rate of \$500.00 per month plus HST;

THEREFORE, it is agreed that the Operator shall agree to the terms and conditions of operation as set out in APPENDIX A.

EXECUTED at Amherst this _____ day of _____
2022

TOWN OF AMHERST

Per:

Witness

Jason MacDonald, CAO

Per: _____

David Kogon, MD, Mayor

Witness

DWAYNE RIPLEY

Appendix A

1. The Operator may operate the primary canteen on the first level of the Amherst Stadium as well as the corner canteen area on the second level of the Amherst Stadium.
2. Both canteen locations will be open for all Amherst Jr. A Rambler games.
3. The Primary canteen will also be open for all major tournaments and events hosted at the Amherst Stadium. This would include but is not limited to events hosted by Cumberland County Minor Hockey and the Amherst Skating Club.
4. Rent is due and payable on the first day of the month.
5. The Operator agrees to open the main canteen on Saturday and Sunday, as the operating schedule warrants, and work towards opening during weekday nights during peak hours. The Operator and Facility Manager will work together to develop a mutually agreeable schedule.
6. Both parties agree that the priority is to have the canteen operational upon signing of the agreement and that hot food service may not be offered initially.
7. The Operator agrees to obtain and hold any food sales permits and/or food handler's certifications maybe required.
8. The Operator shall be responsible for processing, preparing, storing, and serving all food and beverage items adhering to all federal and provincial regulations.
9. The Operator may not assign (sub-contract) any of its rights or obligations without the prior written approval of the Town of Amherst.
10. The Operator shall not use the area of operation, nor shall permit others to use the area of operation, for any other purpose than the purposes of operating the concession to provide food and beverage service to facility users.
11. The Operator shall keep the area of operation clean, clear of waste, paper, garbage, combustible materials, and obstructions, and shall not cause or permit any noises and odors which would constitute a nuisance to emanate from the area of operation.
12. The Operator shall sort solid waste in accordance with the Town's Solid Waste Bylaw.
13. The Operator agrees to obtain and hold an insurance policy of a minimum of \$2,000,000 for the operation.
14. If the Operator refuses or fails to comply with any of the terms and conditions of this agreement, the Town shall have the right, at its sole option, to terminate this agreement forthwith by notice in writing to the Operator.
15. The Operator may terminate this agreement at any time by providing to the Town, in writing, 30 days' notice of the Operator's intention to terminate the agreement.

5.5 **Gritty to Pretty Program**

Moved By Councillor Baker

Seconded By Councillor Emery

That the Memorandum of Understanding between the Town of Amherst and the Amherst & Area Chamber of Commerce to facilitate the Gritty to Pretty Program for 2022-2023 be approved and the CAO be authorized to sign the agreement on the behalf of Council; and further, that staff be directed to determine street furniture purchasing opportunities and request any needed changes to the capital budget in due course.

Motion Carried

Memorandum of Understanding

Between: Town of Amherst ("Town")
 And: Amherst & Area Chamber of Commerce ("Chamber")
 RE: Gritty to Pretty Program 2022-2023 ("Program")

Definitions

1. "Business premises" means any building used for a primary purpose other than residential use.
2. "Façade" means the street-facing exterior side of a commercial building.
3. "Program Area" means all business premises located within the Town of Amherst.
4. "Program" means the Gritty to Pretty beautification and streetscaping program.
5. "Chamber" means Amherst & Area Chamber of Commerce.
6. "Town" means the Town of Amherst.

Background

7. The Town of Amherst has successfully applied for financial assistance through the Nova Scotia government's Beautification and Streetscaping Program to partner with a body corporate for the purpose of beautifying a business district with a specific focus on tourism attraction.
8. The Chamber is willing to partner with the Town of Amherst for the purpose of receiving the funding in order to promote and administer the program.

Commitment by the Town

9. The Town will provide funding to the Chamber by way of a grant in an amount up to \$10,000. The Town will provide support to the Chamber through its Business Development Officer, who will advise and consult with the Chamber regarding the program.
10. The Town shall provide and approve a "Gritty to Pretty Program Design Guidelines & Information Package" with all associated supplemental information, forms, and reference documents necessary for the Chamber to properly administer the project.
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 guidelines to the Chamber for the parameters of the project, including the types of businesses that may apply for a grant, the amount that may be applied for, and the type of work that is eligible for a grant. In the event the Town makes any changes to the parameters of the project, the Town agrees to provide the Chamber with reasonable notice in order to implement the changes.

Commitment by the Chamber

13. The Chamber will appoint a program coordinator to administer and manage the project in accordance with the "Gritty to Pretty Program Design Guidelines & Information Package".
14. The Chamber will take all steps necessary to manage the application process in a timely and comprehensive manner.
15. The Chamber will establish a project review committee made up of three members of the Chamber's Executive Committee of the Board of Directors. The project review committee will approve projects based on criteria in the "Gritty to Pretty Program Design Guidelines & Information Package".
16. The Chamber will authorize payments pursuant to the project upon obtaining satisfactory evidence of the completion of the work in accordance with the application submitted.
17. The Chamber will report to the Town on a monthly basis with respect to its progress and administration of the project.
18. 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.
19. The project will provide funding of up to \$5,000 per building for beautification in keeping with the "Gritty to Pretty Design Guidelines & Information Package", based on matching funds being contributed by the applicant. In-kind contributions or work by contractors with whom the applicant has an interest, as defined by the Municipal Conflict of Interest Act, shall not be eligible for consideration.
20. 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.

- 5.9 **Special Election Date**
 Moved By Deputy Mayor Landry
 Seconded By Councillor Davidson
 That a special election be held on Saturday, February 11, 2023 to fill the current vacancy on Council.

Motion Carried

- 5.10 **Alternative Voting**
 Moved By Councillor Emery
 Seconded By Councillor Fawthrop
 That Council approve of the proposed alternative voting solution of a full electronic voting process of telephone and internet voting for the February 2023 Special Election.

Motion Carried

- 5.11 **Use of Permanent Register of Electors**
 Moved By Councillor Davidson
 Seconded By Councillor Emery
 That Council approve the use of the Permanent List of Electors for the upcoming Municipal Elections and authorize the Chief Administrative Officer or Municipal Clerk to enter into an agreement with Elections Canada to obtain said list.

Motion Carried

- 5.12 **December Meeting Dates**
 Moved By Councillor Baker
 Seconded By Deputy Mayor Landry
 That due to the Christmas holidays, the December 19, 2022 Committee of the Whole meeting be rescheduled to begin at 3:00 p.m. instead of 4:00 p.m., and that the regular December Council meeting be rescheduled from December 26th to December 19th, 2022 at 6:00 p.m.

Motion Carried

- 5.13 **Community Support Grant Request**
 Moved By Councillor Emery
 Seconded By Councillor Davidson
 That Council approve of a Community Support Grant in the amount of \$2,000 for the Amherst Community Christmas Dinner.

Motion Carried

6. INTERNAL COMMITTEE REPORTS


- 6.1 **Planning Advisory Committee - Landry**
 Information item only; no direction given or action required.
- 6.3 **Audit Committee - Emery**
 Information item only; no direction given or action required.
- 6.4 **Amherst Youth Town Council – Rowan Blanch**
 Information item only; no direction given or action required.
- 6.5 **Accessibility Advisory Committee - Fawthrop**
 Information item only; no direction given or action required.
- 6.6 **Inclusion Diversity and Equity Committee - No Report**

7. EXTERNAL COMMITTEE REPORTS

- 7.1 **Cumberland Public Libraries - Fawthrop**
 Information item only; no direction given or action required.
- 7.2 **Cumberland YMCA - Fawthrop**
 Information item only; no direction given or action required.
- 7.3 **L. A. Animal Shelter - Fawthrop**
 Information item only; no direction given or action required.

- 7.4 Senior Safety - Emery
Information item only; no direction given or action required.
- 7.5 Inter Municipal Tourism - No Report
- a7.6 Poverty Reduction – Landry
Information item only; no direction given or action required.
- 7.7 Municipal Alcohol Project - Emery
Information item only; no direction given or action required.
- 7.8 Northern Region Solid Waste - Baker
Information item only; no direction given or action required.
- 7.9 GFL Cumberland Central Landfill Community Liaison Committee Report - Emery
Information item only; no direction given or action required.
- 7.10 CJSMA Report - Emery
Information item only; no direction given or action required.

8. **ADJOURNMENT**
Moved By Deputy Mayor Landry
Seconded By Councillor Davidson
To adjourn the meeting.



Kimberlee Jones
Municipal Clerk



David Kogon, MD
Mayor

Case No: DA-2022-XX

This Agreement made this _____ Day of _____ 2022.

Between:

NovaView Developments Ltd. (owner of property located at Lot 2021-2R Walter Purdy Avenue [PID 25002122], hereinafter called the "Owner"),

of the one part, and

The Town of Amherst (a body corporate in the Province of Nova Scotia, hereinafter called the "Town"),

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy RP-9 of the Municipal Planning Strategy of the Town of Amherst, to construct three 54-unit apartment dwellings on property located at Lot 2021-2R Walter Purdy Avenue (PID 25002122).

AND WHEREAS a condition of the granting of approval of Council is that the Owner enter into an Agreement with the Town;

AND WHEREAS the Council of the Town, at its meeting on the ____th Day of _____ 2022, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

AND WHEREAS the following Schedules shall be attached to and form part of this Agreement:

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' - Property Location Map
- (c) Schedule 'C' - Site Plan
- (d) Schedule 'D' - Building Elevation
- (e) Schedule "E" - Stormwater Management Plan

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Town of the Development Agreement requested by the Owner, the Owner agrees as follows:

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may construct three (3) Apartment Buildings, each with fifty-four (54) dwelling units on the said Lands, subject to Schedules A, B, C, and D attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.

- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

SIGNED, SEALED AND DELIVERED

In the presence of

THE TOWN OF AMHERST

David Kogon MD, Mayor

Jason MacDonald, MCIP, LPP, CAO

FOR THE OWNER

Mounir Daaboul
NovaView Development Ltd.

Schedule A**Lot 2021-2R (PID 25002122) - Development Agreement**

Terms and Conditions:

1.0 USE OF LAND AND BUILDINGS

- 1.1 The use of the property shall be limited to three (3) Apartment Buildings each with fifty-four (54) dwelling units for a total of one-hundred-sixty-two 162 dwelling units on property shown on Schedule 'B'.
- 1.2 Each Apartment Dwelling shall consist of no more than 4 levels and shall generally conform to the designs shown on Schedule 'D'. Minor variations to the architectural details and footprint of the dwellings may be permitted, to the satisfaction of the Development Officer. Such changes shall not be considered substantial.
- 1.3 The location of each Apartment Dwelling, driveway, parking area shall generally conform the Site Plan shown on Schedule 'C'.
- 1.4 A minimum of 1.25 parking spaces shall be provided for each dwelling unit for a total of 203 spaces on the Lands and shall be generally configured as shown on Schedule 'C'.
- 1.5 Should the provision of additional parking spaces be deemed necessary, such parking facilities shall be located no closer to adjacent properties that front onto Donald Avenue and Willow Street. Additional parking spaces shall be subject to the approval of the Development Officer and shall not be considered a substantial change to this agreement.
- 1.6 Prior to issuance of a Development Permit for any building, the Owner shall submit a detailed landscaping plan generally based on the Landscape Concept Plan shown on Schedule 'C'. The detailed landscaping plan shall include but not be limited to the following:
 - 1.6.1 Specify the type of treatment of all areas during all phases of the development. Areas of the Lands not part of initial phases must be kept as grass or otherwise treated so as to minimize dust.
 - 1.6.2 Placement of a privacy fence approximately 1.8 m (6 ft) in height in the general location and extent as shown on the Landscape Concept in Schedule 'C'. Fencing must be installed before the nearest parking area is used by residents.
- 1.7 The Owner shall be responsible for maintaining screened solid waste containment areas, generally in the locations shown on Schedule 'C'.
- 1.8 Paving of the driveways and parking areas shall be completed for each nearest corresponding Apartment Building before an Occupancy Permit is issued for that dwelling.
- 1.9 The Owner shall be responsible for access to and within the Lands in the following ways:
 - 1.9.1 Prior to issuance of a Development Permit for any dwelling, the Owner shall be responsible for the extension of Gallagher Street to intersect with Willow Street and shall be constructed with base gravel in accordance with the Town of Amherst Infrastructure Development Standards.
 - 1.9.2 The Gallagher Street extension to Willow Street shall be used as the primary construction access.

- 1.9.3 Prior to issuance of an Occupancy Permit for any dwelling, the Owner shall install an asphalt driving surface over the extension of Gallagher Street to Willow Street in accordance with Town of Amherst Infrastructure Development Standards.
- 1.9.4 Prior to issuance of an Occupancy Permit for any dwelling, the Owner shall install a concrete sidewalk along the easter side of Gallagher Street to Willow Street accordance with Town of Amherst Infrastructure Development Standards.
- 1.9.5 The Site Plan shown on Schedule 'C' and the internal road network shall be reviewed to ensure emergency and larger service vehicles can be accommodated, according to Transportation Association Canada and Town of Amherst Guidelines.

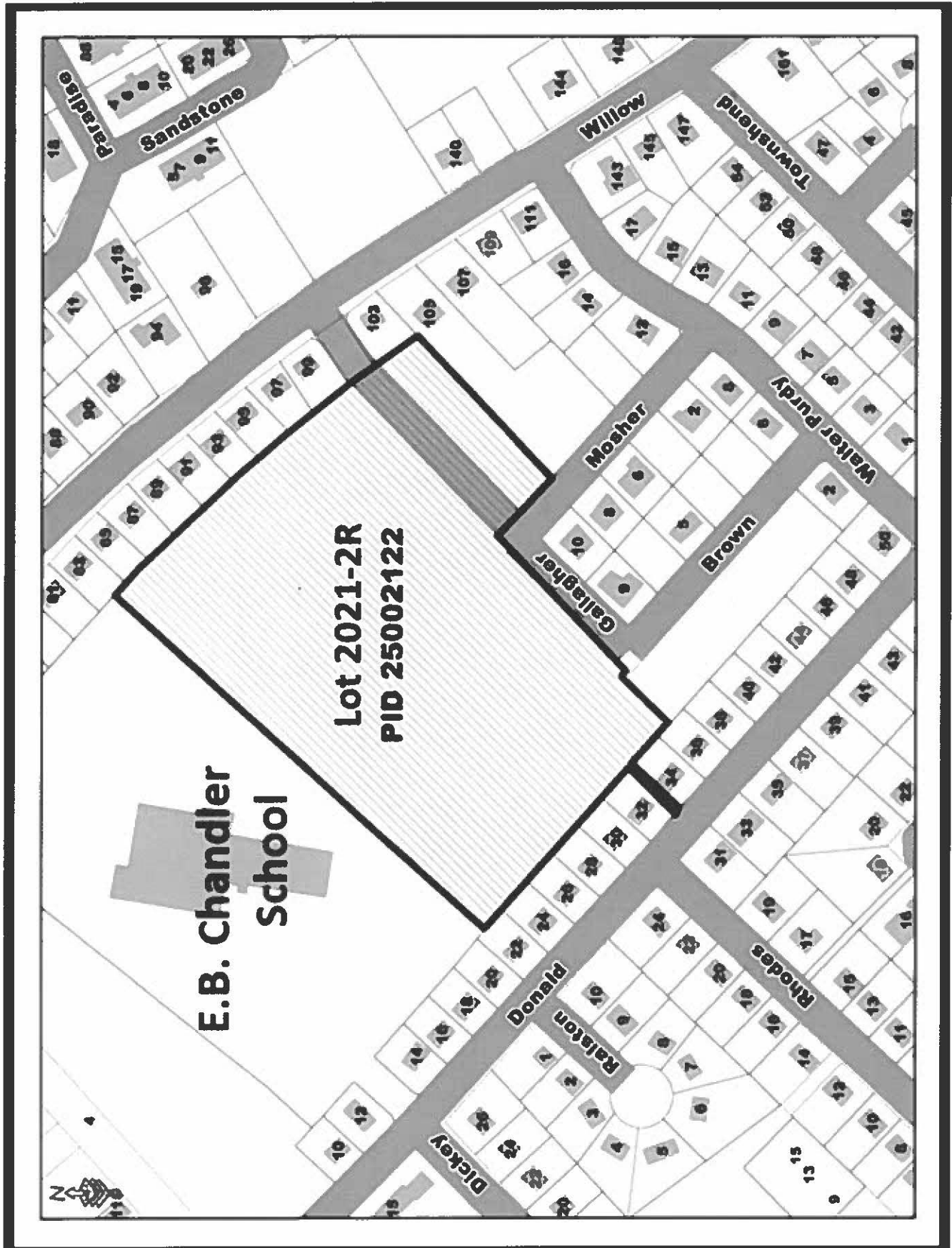
1.10 The Owner shall satisfy the Town of Amherst Infrastructure Development Standards provided as Schedule "F" of the Town of Amherst Subdivision Bylaw.

1.11 The Owner's Engineer shall revise the Stormwater Management Plan shown on Schedule "E" to reflect the revised location of Building C, and shall provide a design brief of the revised Stormwater Management Plan confirming that said Plan will not result in an increase of peak flows over existing conditions.

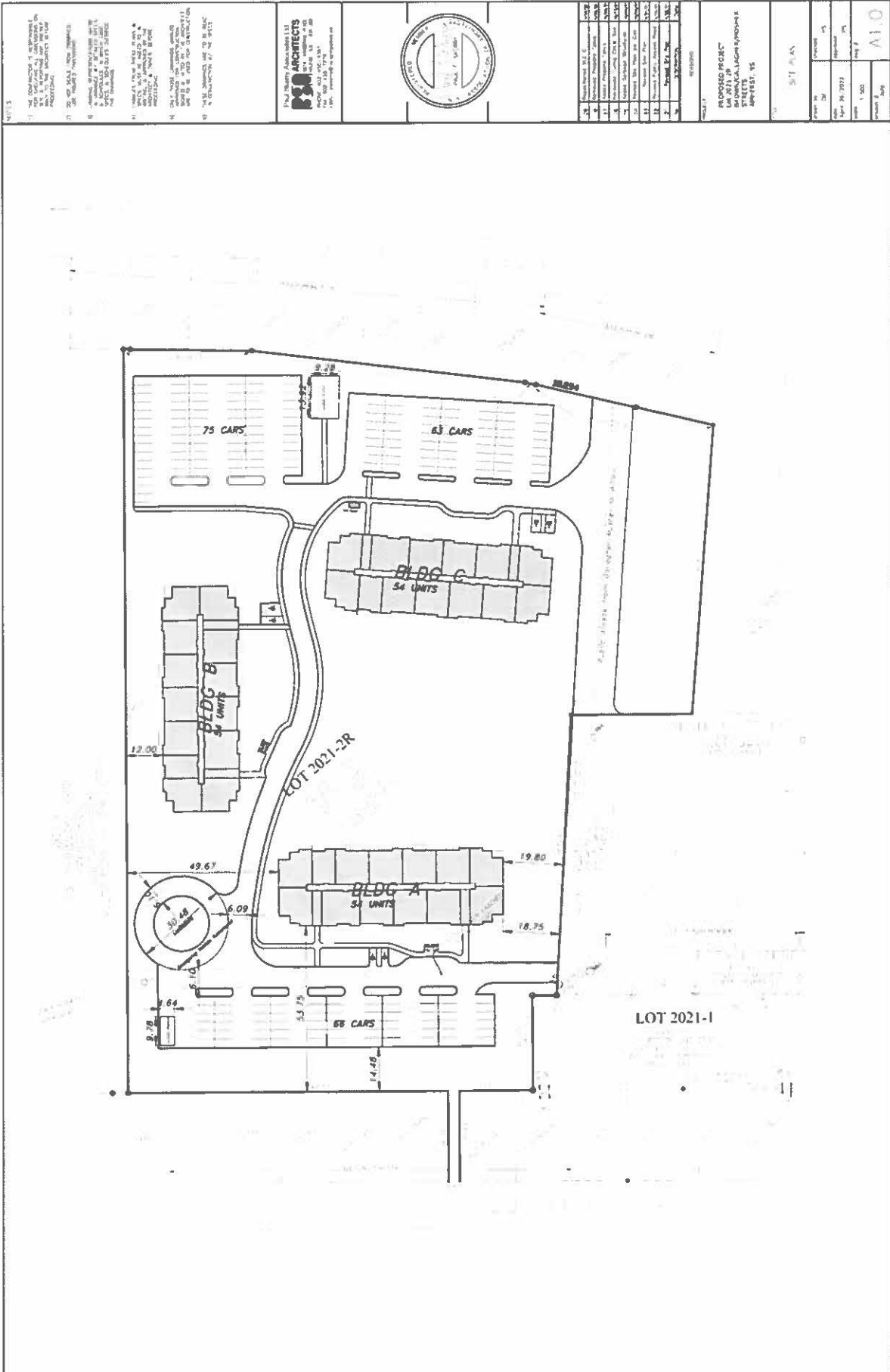
2. GENERAL REQUIREMENTS

- 2.1 The Owner shall keep the Lands and buildings and any portion thereof clean and in good repair. All elements of the development on the Lands shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 In addition to *Part 5 – Hours of Construction* under the Town of Amherst Building Bylaw D-6, operation of heavy equipment and electrical generators shall not take place on the property from 8:00 P.M. to 7:00 A.M.
- 2.3 Signage on the property shall conform to the Town of Amherst *Land Use Bylaw*.
- 2.4 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.5 Solid waste management shall be in conformance with the Town of Amherst *Solid Waste Bylaw*.
- 2.6 The Owner shall be responsible for storm water management during and after construction.
- 2.7 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste, and taking all reasonable measures to minimize dust.
- 2.8 Accessory buildings may be permitted on the Lands in accordance with the Town of Amherst *Land Use Bylaw*.

SCHEDULE "B"



SCHEDULE "C"



- NOTES**
1. THE CONSTRUCTION OF THIS PROJECT SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCES OF THE CITY OF ALBANY, NEW YORK.
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P&J ARCHITECTS
 P&J ARCHITECTS ARCHITECTS LTD.
 100 WEST 10TH STREET
 ALBANY, NY 12206
 TEL: 518/865-1111
 FAX: 518/865-1112
 WWW.P&JARCHITECTS.COM



NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	10/15/11
2	FINAL PLAN	10/15/11
3	REVISION	10/15/11
4	REVISION	10/15/11
5	REVISION	10/15/11
6	REVISION	10/15/11
7	REVISION	10/15/11
8	REVISION	10/15/11
9	REVISION	10/15/11
10	REVISION	10/15/11

PROPOSED PROJECT
 68 WEST 10TH STREET
 ALBANY, NY 12206
 PROJECT NO. 11-001
 SHEET NO. 11-001-1

Scale	1" = 20'
North Arrow	As Shown
Author	P&J
Checker	P&J
Project No.	11-001
Sheet No.	11-001-1
Date	10/15/11
Scale	1" = 20'

SCHEDULE "C"

0504



CLARK CLARK ARCHITECTS 1000 N. 10TH ST. SUITE 200 DENVER, CO 80202 TEL: 303.733.1100 FAX: 303.733.1101 WWW.CLARKARCHITECTS.COM		LEGEND 1. 1" = 10' (PLAN) 2. 1" = 10' (SECTION) 3. 1" = 10' (ELEVATION) 4. 1" = 10' (DETAIL) 5. 1" = 10' (SECTION) 6. 1" = 10' (ELEVATION) 7. 1" = 10' (DETAIL)	<table border="1"> <thead> <tr> <th>NO.</th> <th>ISSUED FOR REVIEW</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Number/Issue</td> <td>Date</td> </tr> </tbody> </table>	NO.	ISSUED FOR REVIEW	DATE	1	Number/Issue	Date
NO.	ISSUED FOR REVIEW	DATE							
1	Number/Issue	Date							
PROJECT: AMHERST .01.2021 - R2		DRAWING: LANDSCAPE CONCEPT							
SHEET NO.: L-101		TOTAL SHEETS: 14							

SCHEDULE "D"

0505

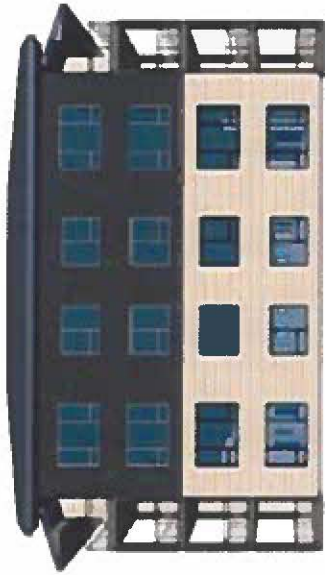


**PRELIMINARY
NOT FOR CONSTRUCTION**

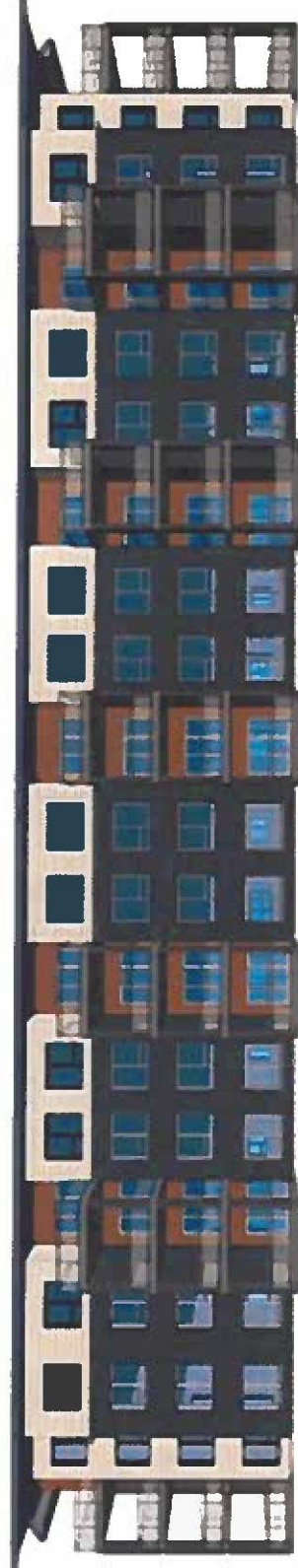


SCHEDULE "D"

0506



0506



0506

**PRELIMINARY
NOT FOR CONSTRUCTION**

