



Town of Amherst
Regular Council Meeting
Agenda

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

	Pages
1. CALL TO ORDER	
2. TERRITORIAL ACKNOWLEDGMENT	
"We [I] would like to begin by acknowledging that the land on which we gather is the traditional unceded territory of the Mi'kmaw Peoples."	
3. APPROVAL OF AGENDA/MINUTES	
3.1. Approval of the Agenda	
3.2. Approval of Minutes - January 24, 2022	3 - 14
4. REQUESTS FOR DECISION	
4.1. Signing Authority Policy Amendment - Baker	15 - 18
4.2. Grass Maintenance Policy Amendment - Christie	19 - 25
4.3. Capital Budget Amendments - Water and Fire - Davidson	26 - 29
4.4. Challenge Fund - Emery	30 - 38
4.5. Church and Davison Streets - Fawthrop	39 - 47
4.6. Inter Municipal Poverty Reduction Advisory Committee Citizen Appointments - Landry	48 - 53
4.7. Wellfield Generators - Christie	54 - 56
5. INFORMATION ITEM	
5.1. Cumberland Community Youth Development Centre Update - Landry	57 - 58

6. INTERNAL COMMITTEE REPORTS

- 6.1. Planning Advisory Committee - Christie 59 - 59
- 6.2. Amherst Board of Police Commissioners - No Report
- 6.3. Audit Committee - No Report
- 6.4. Amherst Youth Town Council - Oskar Sigtryggsson 60 - 60
- 6.5. Inclusion, Diversity and Equity Committee - Davidson 61 - 61
- 6.6. Accessibility Advisory Committee - No Report

7. EXTERNAL COMMITTEE REPORTS

- 7.1. Cumberland Public Libraries - Fawthrop 62 - 62
- 7.2. Cumberland YMCA - Fawthrop 63 - 63
- 7.3. Solid Waste Management - Emery 64 - 65
- 7.4. L. A. Animal Shelter - Fawthrop 66 - 66
- 7.5. Senior Safety - Emery 67 - 67
- 7.6. Inter Municipal Tourism - No Report
- 7.7. Poverty Reduction - No Report

8. ADJOURNMENT

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: January 24, 2022
Time: 6:00 pm
Location: Zoom Virtual Meeting

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

Staff Present Jason MacDonald, Chief Administrative Officer
Michael Hunter, Chief Financial Officer
Dwayne Pike, Police Chief
Greg Jones, Director of Fire Services
Aaron Bourgeois, Director of Operations
Andrew Fisher, Director of Planning & Strategic Initiatives
Kim Jones, Director of Corporate Communications and
Community Well Being / Municipal Clerk
Tom McCoag, Corporate Communications Officer
Natalie LeBlanc, Deputy Clerk

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 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 Councillor Baker
Seconded By Councillor Emery
To approve the agenda as circulated.

Motion Carried

3.2 Approval of Minutes

3.2.1 December 20, 2021 Regular Council

Moved By Deputy Mayor Christie
Seconded By Councillor Davidson
To approve the minutes of the December 20, 2021 meeting of
Council as circulated.

Motion Carried

3.2.2 January 10, 2022 Special Council

Moved By Councillor Fawthrop
Seconded By Councillor Landry
To approve the minutes of the January 10, 2022 special meeting of
Council as circulated.

Motion Carried

4. REQUESTS FOR DECISION

4.1 Solid Waste Bylaw Amendments Second Reading

Moved By Deputy Mayor Christie

Seconded By Councillor Davidson

That Council give second reading of the Bylaw to Amend the Solid Waste Bylaw.

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 scalers, 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 of 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.

Prohibitions

18. No person shall export or remove solid waste material generated within the Town of Amherst outside the boundaries of Cumberland County and all such solid waste shall be disposed of within the boundaries of Cumberland County in accordance with this By-Law, except when and as authorized by a Resolution of Council.
19. For the purpose of Section 18, solid waste means solid waste materials, including but not limited to, residual waste, industrial, commercial and institutional waste, construction and demolition waste, mixed waste, and organic materials, but does not include recyclable materials from industrial, commercial and institutional sector premises, pathogenic or biomedical waste, or hazardous waste, materials.

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, March 9, 2018 [and August 24, 2021](#) is hereby repealed.

4.2 Resolution to Permit Export of Materials by GFL Environmental Inc.

Moved By Councillor Emery

Seconded By Councillor Landry

That Council authorize the exportation or removal of solid waste material generated within the Town of Amherst outside the boundaries of Cumberland County by GFL Environmental Inc. effective February 1, 2022 pursuant to articles 18 and 19 of the Solid Waste Bylaw.

Motion Carried

4.3 Waste Resource Benefits Agreement Resolution

Moved By Councillor Davidson

Seconded By Councillor Emery

That Council approve the attached resolution authorizing the amendment of the Waste Resource Benefits Agreement.

Motion Carried

Resolution to authorize amendments to the Waste Resource Benefits Agreement

That Council authorize the following amendments to the Waste/Resource Benefits Agreement among the Municipality of the County of Cumberland, the Town of Amherst and the Town of Oxford and GFL Environmental Inc.:

The addition of Section 4.02: The Town acknowledges and agrees that if permission is given to any person under its by-laws, other than GFL, to export Designated Town Waste that would otherwise be required to be deposited at the Facility, the Town will provide reasonable notice to GFL of such permission being granted. If the volume of Designated Town Waste delivered to the Facility is reduced as a result of the aforementioned permission, the Parties agree to negotiate an adjustment to the Tip Fees provided in Section 3.04 for the specific type of Designated Town Waste affected and by an amount proportionate to the reduction of that specific type of Designated Waste directly attributable to the permission granted by the Town. If the parties cannot agree to an adjustment to the Tip Fees, the matter shall be determined pursuant to the dispute resolution process outlined in section 12 below.

The amendment of Section 3.04(b) to change the CPI Adjustment date from January 1, 2022 to July 1, 2022.

4.4 February, April and May Meeting Dates

Moved By Councillor Landry

Seconded By Councillor Fawthrop

That Council approve of changing the following meeting dates: February 2022 Committee of the Whole meeting date from Monday, February 21, 2022 to Tuesday, February 22, 2022 due to the Heritage Day holiday, and change the regular April 2022 Committee of the Whole meeting date from Monday, April 18, 2022 to Tuesday, April 19, 2022 due to the Easter Monday holiday, and change the May 23, 2022 Council meeting to Tuesday, May 24, 2022 due to the Victoria Day holiday.

Motion Carried

5. INTERNAL COMMITTEE REPORTS

5.1 Planning Advisory Committee

Information item; no direction given or action required.

5.2 Amherst Board of Police Commissioners - No Report

5.3 Audit Committee - No Report

- 5.4 **Amherst Youth Town Council**
Information item; no direction given or action required.
- 5.5 **Advisory Committee on Accessibility - No Report**
- 5.6 **Inclusion, Diversity and Equity Committee - No Report**

6. EXTERNAL COMMITTEE REPORTS

- 6.1 **Cumberland Public Libraries**
Information item; no direction given or action required.
- 6.2 **Cumberland YMCA**
Information item; no direction given or action required.
- 6.3 **Cumberland Joint Services Management Authority**
Information item; no direction given or action required.
- 6.4 **Northern Region Solid Waste Committee**
Information item; no direction given or action required.
- 6.5 **L. A. Animal Shelter**
Information item; no direction given or action required.
- 6.6 **Senior Safety – No Report**
- 6.7 **Inter Municipal Tourism – No Report**
- 6.8 **Poverty Reduction – No Report**

7. ADJOURNMENT

**Moved By Councillor Emery
Seconded By Councillor Landry
To adjourn the meeting.**

Motion Carried

Kimberlee Jones
Municipal Clerk

David Kogon
Mayor

SYNOPSIS

Signing Authority Policy Amendment

The Signing Authority Policy currently states:

The signing officers of the Town shall be:

- a) Mayor, Deputy Mayor, Designated Councillor (any one of them)
- and
- b) Chief Administrative Officer or Chief Financial Officer

As the Chief Financial Officer position is currently vacant, adding the Treasurer will allow adequate signing authority and financial oversight. Therefore, the Signing Authority Policy #03400-01 needs to be updated to add the position of Treasurer. The purpose of the policy is to identify signing authorities for the Town. Cheques require two signatures, one elected official (Mayor, Deputy Mayor or Designated Councillor) and one administrative official (currently either the Chief Administrative Officer or Chief Financial Officer) and now Treasurer.

MOTION:

That Council approve an amendment to the Town of Amherst Signing Authority Policy# 03400-01 to add the Treasurer for all documents signed under the seal of the Town and for the signing officers of cheques, bank documents, etc.



AMHERST TOWN COUNCIL

RFD# 2022012

Date: February 28, 2022

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Jason MacDonald, Chief Administrative Officer

DATE: February 28, 2022

SUBJECT: Signing Authorities

ORIGIN: Staffing changes

LEGISLATIVE AUTHORITY: Town of Amherst Signing Authority Policy, #03400-01

RECOMMENDATION: That Council approve an amendment to the Town of Amherst Signing Authority Policy # 03400-01 to add the Treasurer for all documents signed under the seal of the Town and for the signing officers of cheques, bank documents, etc.

BACKGROUND: The Signing Authority Policy currently states:

The signing officers of the Town shall be:

- a) Mayor, Deputy Mayor, Designated Councillor (any one of them)
- and
- b) Chief Administrative Officer or Chief Financial Officer

DISCUSSION: As the Chief Financial Officer position is currently vacant, adding the Treasurer will allow adequate signing authority and financial oversight. Therefore, the Signing Authority Policy #03400-01 needs to be updated to add the position of Treasurer. The purpose of the policy is to identify signing authorities for the Town. Cheques require two signatures, one elected official (Mayor, Deputy Mayor or Designated Councillor) and one administrative official (currently either the Chief Administrative Officer or Chief Financial Officer) and now Treasurer.

Sarah Wilson has been appointed Acting Treasurer and will be in that role for at least the next few months.

FINANCIAL IMPLICATIONS: There are no financial implications.

COMMUNITY ENGAGEMENT: No community engagement required.

ENVIRONMENTAL IMPLICATIONS: No environmental implications.

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications to this decision.



ALTERNATIVES:

1. The changes are necessary as the policy needs to be revised.

ATTACHMENTS: Signing Authority Policy, 03400-01.

Report prepared by: Jason MacDonald, Chief Administrative Officer
Report and Financial approved by: N/A

DEPARTMENT: CORPORATE SERVICES

TITLE: **SIGNING AUTHORITY POLICY**

Minutes reference date: 21 September 1992
Revision dates: 25 September 1995; 25 March 1996; 21 May 1996; 12 December 2000; 25 November 2002
26 January 2015; 23 November 2020

PURPOSE:

To identify signing officers of the Town of Amherst

POLICY STATEMENT:

1. All documents signed under the seal of the Town shall be signed by the:

a) Mayor or Deputy Mayor (any one of them)

And

b) Chief Administrative Officer, Town Clerk, - Chief Financial Officer or Treasurer (any one of them).

2. All General, Payroll, Water, Stadium, Trust and Reserve Fund cheques, bank documents, etc., of the Town shall be signed by two signing officers. The signing officers of the Town shall be:

a) Mayor, Deputy Mayor, Designated Councillor (any one of them)

And

b) Chief Administrative Officer, Chief Financial Officer or Treasurer (any one of them).

SYNOPSIS

Grass Maintenance Policy Amendment

This policy was adopted in April 2007 and is now in need of some revisions. Staff will soon be planning Spring and Summer maintenance activities and as part of the review of all policies of Council, policy 64000-01 Grass Maintenance is being brought forward for discussion.

Upon review, there are no significant changes being recommended to the policy at this time. The current policy uses the terms high, medium and low priority to define the service standard for grass maintenance. Staff are recommending changing the language in the policy to Level 1, 2 and 3 service level expectations, this will provide consistency with other policies that define service delivery standards.

Appendix "A" of the policy was revised accordingly and the list of properties contained in the appendix was revised to reflect any new properties or sites and removed those that are no longer owned or maintained by the Town.

MOTION:

That Council approve of the amendments to the Grass Maintenance Policy.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Aaron Bourgeois, Director of Operations

DATE: February 28, 2022

SUBJECT: Grass Maintenance Policy

ORIGIN: A complete policy review is a one of Council's strategic priorities.

LEGISLATIVE AUTHORITY: MGA section 47(1) states; The council shall make decisions in the exercise of its powers and duties by resolution, by policy or by by-law.

RECOMMENDATION: That Council approve of the amendments to the Grass Maintenance Policy.

BACKGROUND: This policy was adopted in April 2007 and is now in need of some revisions. Staff will soon be planning Spring and Summer maintenance activities and as part of the review of all policies of Council, policy 64000-01 Grass Maintenance is being brought forward for discussion.

DISCUSSION: Upon review, there are no significant changes being recommended to the policy at this time. The current policy uses the terms high, medium and low priority to define the service standard for grass maintenance. Staff are recommending changing the language in the policy to Level 1, 2 and 3 service level expectations, this will provide consistency with other policies that define service delivery standards.

Appendix "A" of the policy was revised accordingly and the list of properties contained in the appendix was revised to reflect any new properties or sites and removed those that are no longer owned or maintained 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: There is no community engagement contemplated at this time.

ALTERNATIVES:

1. Council direct staff to make additional changes to the policy;
2. Do not adopt any changes to the policy at this time.





AMHERST TOWN COUNCIL

RFD# 2022010

Date: February 28, 2022

ATTACHMENTS: Grass Maintenance Policy 64000-01.

Report prepared by: Aaron Bourgeois, Director of Operations
Report and Financial approved by:



TOWN OF AMHERST POLICY

NUMBER 64000-01
PAGE 1 OF 1

DEPARTMENT: Council and All Departments

TITLE: Grass Maintenance Policy

Minutes reference date: 30 APRIL 2007, PAGE 00346

PURPOSE:

The Town of Amherst takes pride in its parks, athletic fields and green spaces within the community. - These areas must be mowed to maintain a positive community image, address public safety, and provide positive leisure time and athletic experiences for all users. - In addition, a proactive mowing program will provide an attractive environment for the community. -This policy outlines current and future directions for the mowing of parks, athletic fields and green spaces in the Town of Amherst.

POLICY STATEMENT:

The Town of Amherst will mow parks, athletic fields and green spaces within the Town based on three levels of service priority.

1. Level 1 High - Highest priority with significant vehicular and pedestrian traffic flows. e.g. Level 1 areas include: -Town entrances, downtown, and athletic fields. -Grass should be cut maintained to a length of two inches to four inches, these areas require daily monitoring to maintain a high visual quality.
2. Level 2 Medium - Medium priority These areas include ing-most playgrounds and parks and other areas with moderate medium-vehicular and pedestrian traffic areas. -Grass should be cut maintained to a length of three to five inches, these area require daily monitoring to maintain a neat and orderly appearance.
3. Level 3 Low - Low priority These areas include ing isolated Town properties, ditches, cul-de-sac circles and other lower traffic vehicular and pedestrian traffic areas. Grass should be cut maintained to a length of four to six inches or longer in ditches and isolated areas and requires bi-weekly monitoring to ensure service level expectations are being met.

The attached Appendix "A" provides a list of the locations and service level expectations details on high, medium and low priority of the properties maintained by areas in the Town of Amherst Staff.

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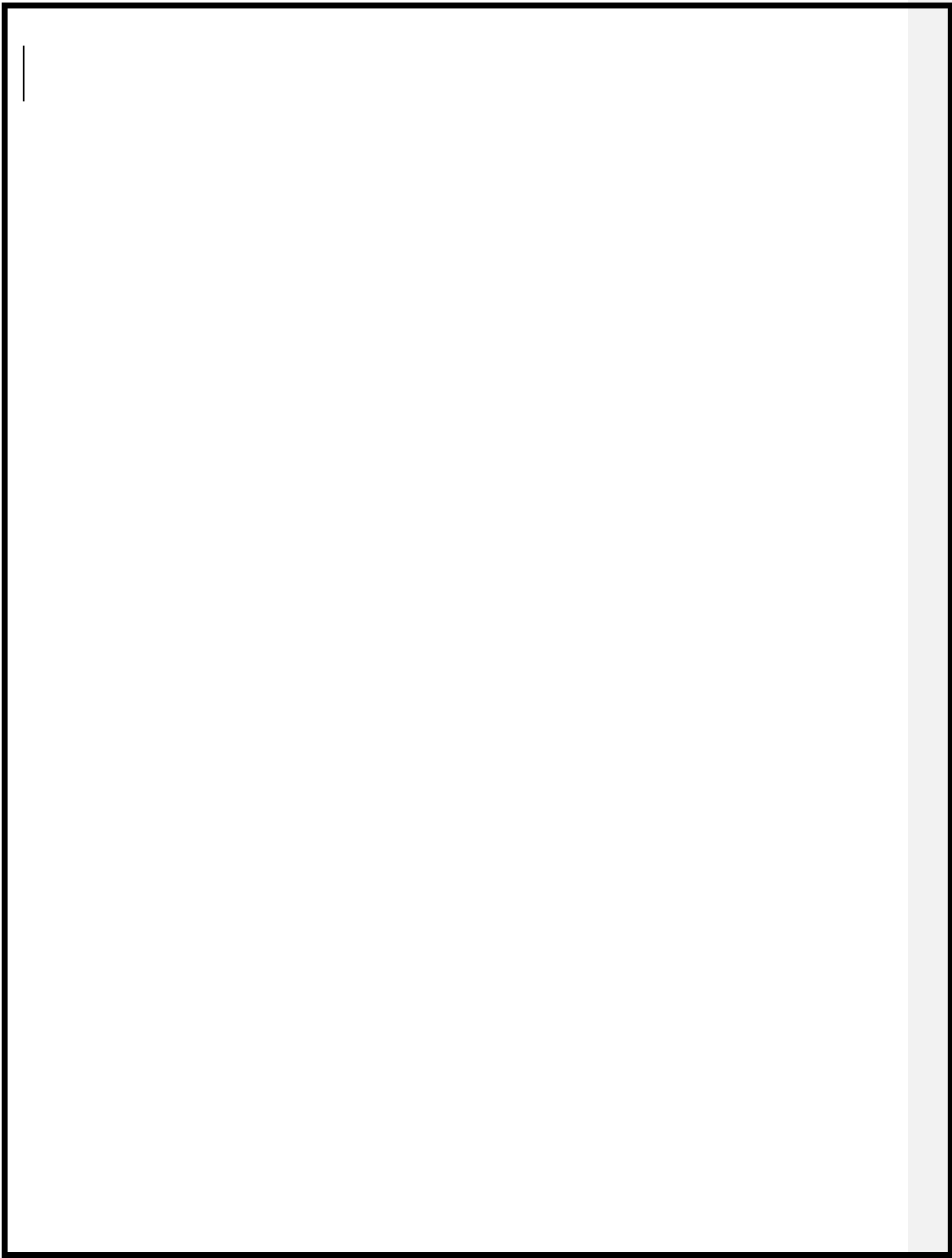
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APPENDIX “A”

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<u>Property</u>	<u>Property Type</u>	<u>Service Level</u>
<u>Church Street Soccer Fields</u>	<u>Athletic Field</u>	<u>1</u>
<u>Dickey Park Sports Field</u>	<u>Athletic Field</u>	<u>1</u>
<u>Robb’s Complex Baseball Fields</u>	<u>Athletic Field</u>	<u>1</u>
<u>Winston Avenue Soccer Field</u>	<u>Athletic Field</u>	<u>1</u>
<u>CUBBIC</u>	<u>Facility</u>	<u>1</u>
<u>Fire Station</u>	<u>Facility</u>	<u>1</u>
<u>Library</u>	<u>Facility</u>	<u>1</u>
<u>Police Station</u>	<u>Facility</u>	<u>1</u>
<u>Town Hall</u>	<u>Facility</u>	<u>1</u>
<u>59 Church Street</u>	<u>Green Space</u>	<u>1</u>
<u>Church Street and Albion Street Intersection</u>	<u>Green Space</u>	<u>1</u>
<u>CNR Side Hill - West Pleasant Street at Albion Street</u>	<u>Green Space</u>	<u>1</u>
<u>East Victoria Street entrance area</u>	<u>Green Space</u>	<u>1</u>
<u>Electric Street</u>	<u>Green Space</u>	<u>1</u>
<u>King Street</u>	<u>Green Space</u>	<u>1</u>
<u>LaPlanche Street entrance area</u>	<u>Green Space</u>	<u>1</u>
<u>Maple Avenue at Victoria Street</u>	<u>Green Space</u>	<u>1</u>
<u>Princess Street</u>	<u>Green Space</u>	<u>1</u>
<u>Traffic Island Church Street at Albion Street</u>	<u>Green Space</u>	<u>1</u>
<u>YMCA</u>	<u>Green Space</u>	<u>1</u>
<u>Veterans Park</u>	<u>Park</u>	<u>1</u>
<u>Victoria Street at Havelock Street</u>	<u>Park</u>	<u>1</u>
<u>Amherst Stadium</u>	<u>Facility</u>	<u>2</u>
<u>Public Works Garage</u>	<u>Facility</u>	<u>2</u>
<u>Amherst Skate Park</u>	<u>Green Space</u>	<u>2</u>
<u>Boulevard Robert Angus Drive (former Connor’s restaurant lot)</u>	<u>Green Space</u>	<u>2</u>
<u>Corner of Willow & East Pleasant</u>	<u>Green Space</u>	<u>2</u>
<u>Dayle’s Grand Market</u>	<u>Green Space</u>	<u>2</u>
<u>Hickman Street at Cornwall Street</u>	<u>Green Space</u>	<u>2</u>
<u>Industrial Park (entrances and grass boulevards)</u>	<u>Green Space</u>	<u>2</u>
<u>Little League outside fenced area</u>	<u>Green Space</u>	<u>2</u>
<u>North of EB Chandler - Donald Avenue to Willow Street</u>	<u>Green Space</u>	<u>2</u>
<u>Ratchford Street Parking Lot</u>	<u>Green Space</u>	<u>2</u>
<u>Robb’s Grounds</u>	<u>Green Space</u>	<u>2</u>
<u>Vacant lot Church Street at Dickey Street</u>	<u>Green Space</u>	<u>2</u>
<u>Via Train Station</u>	<u>Green Space</u>	<u>2</u>
<u>Willow Street Boulevard</u>	<u>Green Space</u>	<u>2</u>
<u>Beacon Street Park</u>	<u>Park</u>	<u>2</u>
<u>Christie Park</u>	<u>Park</u>	<u>2</u>

<u>Property</u>	<u>Property Type</u>	<u>Service Level</u>
<u>Curry Park</u>	<u>Park</u>	<u>2</u>
<u>Dickey Park</u>	<u>Park</u>	<u>2</u>
<u>Elmwood Park</u>	<u>Park</u>	<u>2</u>
<u>Ernie Mills Park</u>	<u>Park</u>	<u>2</u>
<u>Harding Park</u>	<u>Park</u>	<u>2</u>
<u>Lions Park</u>	<u>Park</u>	<u>2</u>
<u>Northern Telecom Park</u>	<u>Park</u>	<u>2</u>
<u>Rotary Park</u>	<u>Park</u>	<u>2</u>
<u>Strawberry Fields Park</u>	<u>Park</u>	<u>2</u>
<u>Victoria Square</u>	<u>Park</u>	<u>2</u>
<u>Abbey Road to Marshview Drive</u>	<u>Trail</u>	<u>2</u>
<u>Dickey Street - Academy Street to Rupert Street</u>	<u>Trail</u>	<u>2</u>
<u>Fire Station to Church Street</u>	<u>Trail</u>	<u>2</u>
<u>LaPlanche Street to Eddy Street</u>	<u>Trail</u>	<u>2</u>
<u>North of EB Chandler - Donald Avenue to Willow Street</u>	<u>Trail</u>	<u>2</u>
<u>Casper Court</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Centennial Court</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Forest Glen</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Garden Court</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Mallard Drive Cul De Sac</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Penny Lane</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Ralston Place</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Ridgewood Court</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Townsend Court</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>Willow Court</u>	<u>Cul-de-sac</u>	<u>3</u>
<u>McCully Booster Station</u>	<u>Facility</u>	<u>3</u>
<u>Race Track Road - Lift Station</u>	<u>Facility</u>	<u>3</u>
<u>Reservoirs on Willow Street</u>	<u>Facility</u>	<u>3</u>
<u>Terrace Street - Lift Station</u>	<u>Facility</u>	<u>3</u>
<u>Along Dickey Brook - Beacon Street and Dickey Street</u>	<u>Green Space</u>	<u>3</u>
<u>Ditches within Street Right-of-Way</u>	<u>Other</u>	<u>3</u>
<u>Motor Avenue to Derby Street</u>	<u>Trail</u>	<u>3</u>
<u>Robert Angus Drive - Church Street to Willow Street</u>	<u>Trail</u>	<u>3</u>
<u>Willow Street - Robert Angus Drive to East Pleasant</u>	<u>Trail</u>	<u>3</u>

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SYNOPSIS

Capital Budget Amendments

When the water capital budget was approved on April 26, 2021 the funding for the monitoring wells, wellfield generator, water main replacement on Spring Street and a new dump truck was to be from long term debt in the water utility. It has since been determined that our water depreciation fund has a sufficient balance to pay for these projects and maintain a sufficient balance at the end of the year. Utilizing water depreciation funding for these projects instead of long-term debt will save approximately \$215,000 in interest costs over the life of the debenture.

Also included in the current capital budget is an amount of \$30,000 for fire hose replacement. These products were procured and an additional \$22,000 is required to purchase all of the required hose. As this additional amount can be accommodated within the current years operating budget it is recommended that all of the required hose be purchased at this time.

MOTION:

That Council approve of the following changes in the 2021/22 Capital Budget:

- **Change in funding source in the Water Capital budget:**
 - a. **Withdraw from the Water Depreciation fund \$632,000 to fund the following water capital projects:**
 - i. **\$ 40,000 for Monitoring Wells (carry over)**
 - ii. **\$240,000 for Wellfield Generator (carry over)**
 - iii. **\$177,000 for Spring Street ~ Croft to Church – water main replacement**
 - iv. **\$175,000 for a new Dump Truck**
- **Change approved budget amount in the General Capital budget:**
 - a. **Increase the budget for Fire Suppression Hose (set # 1) – replacement from \$30,000 to \$52,000.**



AMHERST TOWN COUNCIL

RFD# 2022008

Date: February 28, 2022

TO: Mayor Kogon and Members of Council
SUBMITTED BY: Sarah Wilson, Senior Accountant / Acting Treasurer
DATE: February 28, 2022
SUBJECT: **Adjustments to the 2021/22 Capital Budget**

ORIGIN: Budget Management Policy 03450-04.

LEGISLATIVE AUTHORITY: MGA section 65.

RECOMMENDATION: That Council approve of the following changes in the 2021/22 Capital Budget:

- Change in funding source in the Water Capital budget:
 - a. Withdraw from the Water Depreciation fund \$632,000 to fund the following water capital projects:
 - i. \$ 40,000 for Monitoring Wells (carry over)
 - ii. \$240,000 for Wellfield Generator (carry over)
 - iii. \$177,000 for Spring Street ~ Croft to Church – water main replacement
 - iv. \$175,000 for a new Dump Truck
- Change approved budget amount in the General Capital budget:
 - a. Increase the budget for Fire Suppression Hose (set # 1) – replacement from \$30,000 to \$52,000.

BACKGROUND and DISCUSSION:

Water Capital Budget Change:

When the water capital budget was approved on April 26, 2021 the funding for the four projects referenced above (monitoring wells, wellfield generator, water main replacement on Spring Street from Croft to Church and a new dump truck) was long term debt in the water utility.

The Town of Amherst is currently in the process of having a Water Rate Study reviewed by the Nova Scotia Utility and Review Board (NSUARB). G.A. Isenor Consulting Limited was hired as the consultant to lead the Water Rate Study for the Town. In reviewing the financial information provided by the Town, it was recommended by Mr. Isenor that the Town change the capital project funding in 2021/22 for the four projects referenced above from long term debt to water depreciation fund. The reason for this recommendation is because the balance in the water depreciation fund is sufficient to pay for these projects while still having a reasonable balance left at year end, it would also save approximately \$215,000 in debenture interest costs over a 15-year debenture.



Water Depreciation Fund

Balance at March 31, 2021	\$ 610,735
Estimated interest earned for 2021/22	2,000
Estimated depreciation for 2021/22	372,811
Proposed capital source financing for 2021/22	<u>(692,000)</u>
Estimated balance at March 31, 2022	<u>\$ 293,546</u>

General Capital Budget Change:

Included in the 2021/22 general capital budget is the following project:

- Fire Suppression Hose (set # 1) replacement – budget \$30,000.

The request in the RFP for fire suppression hose (set # 1) replacement included various small and large diameter hoses. Upon reviewing the RFP submissions, the current \$30,000 budget is not enough to purchase all the various size hoses requested. To be able to purchase all the hoses that were requested would cost an additional \$22,000. The additional \$22,000 can be funded by increasing the General Operating capital from revenue budget, which would be taken from the current year's surplus. Purchasing all the hoses now, instead of part now and the remaining part next year, allows for the replacement of fire hoses to remain on track (going forward there is an amount each year in the capital budget for fire hose replacement).

It should be noted that the fire suppression hose has approximately a 15 week lead time, so this project will be on the capital carry over list for the 2022/23 capital budget.

FINANCIAL IMPLICATIONS: The funding of the four water capital projects from the water capital fund will remove the need to borrow long term debt for 2021/22 water capital projects, saving approximately \$215,000 in interest costs over the next fifteen years. There would then be no new long term debt to be borrowed in the water or general capital budget for 2021/22.

Increasing the capital budget for the fire suppression hose by \$22,000 will reduce the surplus in the general operating fund by the same amount.

COMMUNITY ENGAGEMENT: No community engagement is anticipated, other than the issuance of a media release.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications to the recommended course of action.

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications to the recommended course of action.

ALTERNATIVES:

1. The Town can borrow the funds for the four water utility projects per the original Capital Budget.
2. The Town can only purchase enough fire hose within the existing approved budget amount.

ATTACHMENTS: None

Report prepared by: Sarah Wilson, Senior Accountant / Acting Treasurer
Report and Financial approved by:

SYNOPSIS

Challenge Fund

Land Acquisition

In 2021 the Town entered into an agreement with the Nova Scotia Department of Environment under the Canada Nature Fund for funding of up to \$1,352,020 to secure land in and around the North Tyndal Wellfield for protection. The three transactions listed below will add over 380 acres of land for protection in this area

MOTION:

That Council approve of the three attached agreements to purchase the following properties paid for under the Nature Challenge Fund:

- 1. Lansdowne Forestry Management Ltd., Green Road for \$120,000 + any applicable HST.**
- 2. Silva Tech Ltd, Green Road for \$94,000 + any applicable HST.**
- 3. Kim Kelly Lot 2002-2 Beecham Road for \$82,000 + any applicable HST.**

And further that Council authorize the Mayor and CAO to sign the applicable agreements on their behalf.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Andrew Fisher, Director of Planning & Strategic Initiatives

DATE: February 28, 2022

SUBJECT: Challenge Fund land acquisitions

ORIGIN: In early 2021 the Town entered into an agreement with the Nova Scotia Department of Environment to provide up to \$1,352,020 in funding to secure land in and around the North Tyndal Wellfield. On January 17, 2022 COW passed the following motion:

That Council agree to purchase lands outside the North Tyndall Wellfield to facilitate a trade with J.D Irving lands located in an around the Wellfield; and further, that Council give direction to Staff to pursue engagement with a Land Agent to seek land purchasing opportunities in the North Cumberland region.

LEGISLATIVE AUTHORITY: Municipal Government Act Section **61 (1)** *A municipality or a village may agree with any person for the provision of a service or a capital facility that the municipality or village is authorized to provide.* Municipal Government Act Section **50 (1)** *A municipality may acquire, and own property granted or conveyed to the municipality either absolutely or in trust for a public or charitable purpose.*

RECOMMENDATION: That Council approve of the three attached agreements to purchase the following properties paid for under the Nature Challenge Fund:

1. Lansdowne Forestry Management Ltd. Green Road for \$120,000.
2. Silva Tech Ltd, Green Road for \$94,000.
3. Kim Kelly Lot 2002-2 Beecham Road for \$82,000.

BACKGROUND: There are three land acquisitions described below that have been identified and negotiated between Provincial staff and the respective property owners. Attached is a map showing the property locations, and an appraisal report that values the Lansdowne property at \$700/acre. This appraisal was used in the valuation of the Silva Tech property given its close proximity and similar features. The Beecham Road Lot is unique in that it has direct road frontage and became available on the open market. As noted below, the negotiated purchase prices range between \$683/acre and \$839/acre, which is partly a function of a buyer actively pursuing acquisitions.

Lansdowne – this \$120,000 (\$800/acre) purchase consists of two parcels (PID 25099474 & 25263997) totalling approximately 150 acres of wooded land located between the Green and Beecham Roads, just north of the North Tyndal Wellfield Drawdown zone. These parcels would be candidates to trade with JD Irving for land within the Wellfield.



Silva tech Ltd. – these \$94,000 (\$839/acre) purchase consists of one parcel (PID 25256157) approximately 112 acres in area of wooded land immediately north of the one of the Lansdowne parcels noted above. The price negotiated between Provincial staff and the property owner is based on the appraisal and timber cruise completed for the Lansdowne property.

Beecham Road – this \$82,000 (\$683/acre) purchase consists of a parcel (PID 25102534) with approximately 120 acres that fronts directly on Beecham Road. This property came on the market with an eager seller. The attached agreement of purchase and sale is subject to:

1. Final approval by Council.
2. The vendor reaching agreement with the owner of a camp to have it removed by June 30, 2022, with a \$10,000 hold-back held in trust to be released upon removal of said camp.

DISCUSSION: These three acquisitions align with Council’s January motion noted above to purchase property nearby but outside the North Tyndal Wellfield that can be traded for J.D. Irving lands inside the wellfield. Provincial staff have advised that J.D. Irving have indicated the subject lands would meet their criteria for a trade.

The three-year funding agreement provides \$428,040 for the current fiscal year that ends March 31, 2022. As such, there is a push to utilize as much of this funding as possible. Should Council approve the three subject purchases, the total spent to date for this fiscal would be approximately \$249,000, plus appraisal and closing costs.

FINANCIAL IMPLICATIONS: The purchase is funded in its entirety by the Challenge Fund. There will be a minor amount of property taxes to be paid to the Municipality of the County of Cumberland annually by the Amherst Water Utility.

SOCIAL JUSTICE IMPLICATIONS: The acquisition and protection of this land will benefit future generations of this area and will ultimately help protect the Amherst water supply.

ENVIRONMENTAL IMPLICATIONS: Protecting this land from future development will benefit the local environment as well as help migratory animals pass through the Isthmus of Chignecto.

COMMUNITY ENGAGEMENT: A press release will be issued once the property acquisition has taken place.



AMHERST TOWN COUNCIL

RFD# 2022011

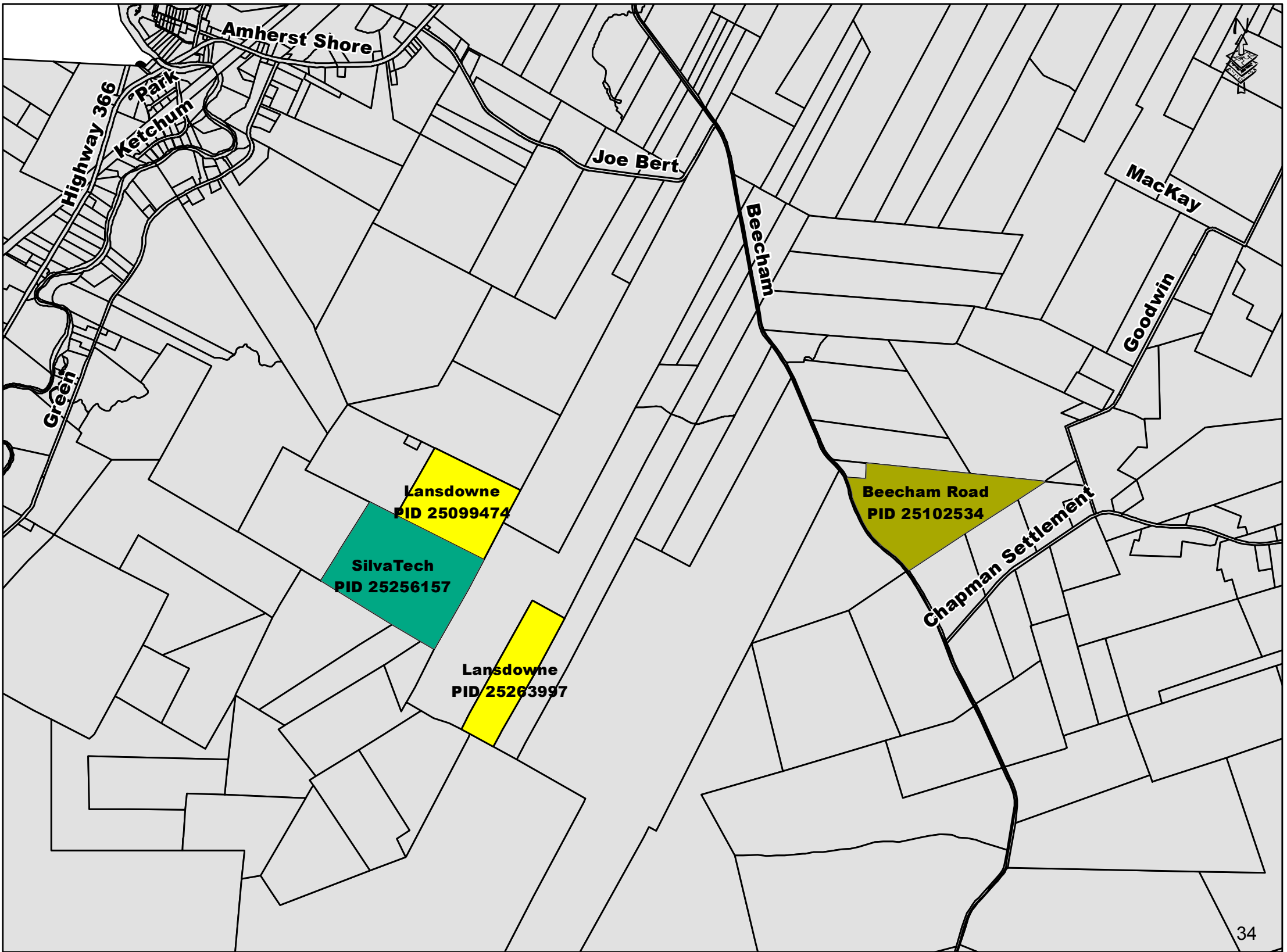
Date: February 28, 2022

ALTERNATIVES: 1) Do not purchase any properties; 2) Purchase some but not all three properties.

ATTACHMENTS: Property Map, Property appraisal, Purchase and sale agreements

Report prepared by: A. Fisher
Report and Financial approved by:





Amherst Shore

Park

Ketchum

Highway 366

Green

Joe Bert

Beecham

MacKay

Goodwin

Lansdowne
PID 25099474

SilvaTech
PID 25256157

Lansdowne
PID 25263997

Beecham Road
PID 25102534

Chapman Settlement

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

THE TOWN OF AMHERST, a municipal corporation, incorporated under the laws of the Province of Nova Scotia (the "Purchaser")

-and-

LANDSDOWNE FOREST MANAGEMENT LTD. of Truro, Nova Scotia (the "Vendor")

OFFER

1. The Purchaser hereby offers to purchase from the Vendor the parcels of land located at Green Road, Tidnish River Nova Scotia (the "Property") being PID 25099474 and PID 25263997 for a total sum of One Hundred and Twenty Thousand Dollars (\$120,000.00) of lawful money of Canada together with all adjustments pursuant to this agreement.

CONDITIONS

- 2.

DEPOSIT

3. The Purchaser does not submit a deposit with this offer.

CLOSING DATE

4. This agreement shall be completed on or before March 31st, 2022 (the "Closing Date"). Upon completion, possession of the property shall be given to the Purchaser.

TITLE

5. The Vendor is to furnish the Purchaser with a metes and bounds description of the property which is the subject of this Agreement, after receipt whereof the Purchaser is allowed 10 days to investigate the title to the Property, which he shall do at his own expense. If within that time any valid objection to title is made in writing, to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void.

CONVEYANCE

6. The Conveyance (of the Property which is the subject of this Agreement) shall be by Warranty Deed drawn at the expense of the Purchaser, to be delivered on payment of the purchase price on the Closing Date. The said property is to be conveyed free from other encumbrances, except as to any easements, registered restrictions or covenants that affect the property and do not materially affect the enjoyment of the property.

ADJUSTMENTS

7. The purchase price shall be paid on the Closing Date subject to an adjustment for municipal property taxes.

HST CERTIFICATE

8. The Vendor shall certify on or before the Closing Date that the Property is not subject to HST.

TENDER OF DOCUMENTS AND CHEQUE

9. Any tender of documents to be delivered or money payable hereunder may be made upon the Vendor or the Purchaser or any party acting for him and money may be tendered by certified cheque or solicitor’s trust cheque.

TIME OF ESSENCE

10. Time shall in all respects be of the essence in the Agreement. In the event of a written agreement of extension, time shall continue to be of the essence.

BINDING

11. This Agreement shall enure to the benefit and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

CHANGES OF NUMBER AND GENDER

12. This agreement is to be read with all changes of gender or number required of the context.

ACCEPTANCE DATE

13. This offer shall be open for acceptance until 1:00pm on the ____ day of March, 2022.

Dated at Amherst, in the Province of Nova Scotia this _____ day of March, 2022.

TOWN OF AMHERST (Purchaser)

Witness

PER: DAVID KOGON, Mayor

VENDOR’S ACCEPTANCE OF OFFER

14. I hereby accept the above offer and agree to sell on the terms as therein set forth.

Dated at _____, Truro, Nova Scotia this _____ day of March, 2022

LANDSDOWNE FOREST MANAGEMENT LTD.

Witness

Mike Brown (Vendor)

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

THE TOWN OF AMHERST, a municipal corporation, incorporated under the laws of the Province of Nova Scotia (the "Purchaser")

-and-

SILVA TECH LTD. of Amherst, Nova Scotia (the "Vendor")

OFFER

1. The Purchaser hereby offers to purchase from the Vendor the parcel of land located at Green Road, Tidnish River Nova Scotia (the "Property") being PID 25256157 for a total sum of Ninety Four Thousand Dollars (\$94,000.00) of lawful money of Canada together with all adjustments pursuant to this agreement.

CONDITIONS

- 2.

DEPOSIT

3. The Purchaser does not submit a deposit with this offer.

CLOSING DATE

4. This agreement shall be completed on or before March 31st, 2022 (the "Closing Date"). Upon completion, possession of the property shall be given to the Purchaser.

TITLE

5. The Vendor is to furnish the Purchaser with a metes and bounds description of the property which is the subject of this Agreement, after receipt whereof the Purchaser is allowed 10 days to investigate the title to the Property, which he shall do at his own expense. If within that time any valid objection to title is made in writing, to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void.

CONVEYANCE

6. The Conveyance (of the Property which is the subject of this Agreement) shall be by Warranty Deed drawn at the expense of the Purchaser, to be delivered on payment of the purchase price on the Closing Date. The said property is to be conveyed free from other encumbrances, except as to any easements, registered restrictions or covenants that affect the property and do not materially affect the enjoyment of the property.

ADJUSTMENTS

7. The purchase price shall be paid on the Closing Date subject to an adjustment for municipal property taxes.

HST CERTIFICATE

8. The Vendor shall certify on or before the Closing Date that the Property is not subject to HST.

TENDER OF DOCUMENTS AND CHEQUE

9. Any tender of documents to be delivered or money payable hereunder may be made upon the Vendor or the Purchaser or any party acting for him and money may be tendered by certified cheque or solicitor’s trust cheque.

TIME OF ESSENCE

10. Time shall in all respects be of the essence in the Agreement. In the event of a written agreement of extension, time shall continue to be of the essence.

BINDING

11. This Agreement shall enure to the benefit and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

CHANGES OF NUMBER AND GENDER

12. This agreement is to be read with all changes of gender or number required of the context.

ACCEPTANCE DATE

13. This offer shall be open for acceptance until 1:00pm on the ____ day of March, 2022.

Dated at Amherst, in the Province of Nova Scotia this _____ day of March, 2022.

TOWN OF AMHERST (Purchaser)

Witness

PER: DAVID KOGON, Mayor

VENDOR’S ACCEPTANCE OF OFFER

14. I hereby accept the above offer and agree to sell on the terms as therein set forth.

Dated at _____, Truro, Nova Scotia this _____ day of March, 2022

SLIVA TECH LTD.

Witness

Mike KENNEDY (Vendor)

SYNOPSIS

Sale of Town-owned Lands Church and Davison Street

An offer has been received by the owner of the adjacent property to purchase 138 Church Street (PID 25014093) and an adjacent lot located at 21 Davison Street (PID 25017609).

Portions of the subject properties are located in the Flood Plain Zone where development is prohibited. As such, the properties are considered 'non-useable' under Policy 2300-02 as the developable area does not meet the minimum requirements of the Land Use Bylaw. The two adjacent property owners were given an opportunity to make offers on the subject properties with a condition of the sale being that the lands be consolidated with adjacent properties. One offer was received from Rodney and Pamela Gray, owners of 136 Church Street. The other adjacent property owner on Davison Street was not interested in purchasing any of the subject lands.

On June 22, 2021 Council indicated a willingness to sell 138 Church Street for \$5,100. The Gray's agreed to this amount and offered to purchase 21 Davison Street, applying the same valuation formula for a total selling price of \$7,300 for both properties.

MOTION:

That the sale of town properties located at 138 Church Street and 21 Davison Street for the amount of \$7,300 plus any applicable HST, be approved by Council, and further that the Mayor and CAO be authorized to sign the corresponding purchase and sale agreement.

TO: Mayor Kogon and Members of Council

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

DATE: February 28, 2022

SUBJECT: Sale of town lands – 138 Church & 21 Davison Street lots

ORIGIN: Offer by the owner of the adjacent property, Rodney Gray, to purchase 138 Church Street (PID 25014093) and an adjacent lot on 21 Davison Street (PID 25017609).

LEGISLATIVE AUTHORITY: Municipal Government Act Section 51A: *Where a municipality holds land that is of insufficient size or dimensions to be capable of any reasonable use, in the opinion of the council, all or part of the land may be sold to the owner of any lot abutting that land and may be consolidated with such lot and, notwithstanding Section 51, the sale price of the land so sold may be set by council at a price that is less than market value at the time of the sale.*

Policy 2300-02 Sale of Non-Usable Town Owned Lands

RECOMMENDATION: That the sale of town properties located at 138 Church Street and 21 Davison Street for the amount of \$7,300, be approved by Council, and further that the Mayor and CAO be authorized to sign the corresponding purchase and sale agreement.

BACKGROUND: 138 Church Street, located at the corner of Church and Dickey Streets, is 614m² (6603sqft) in total area. As shown on the attached map, approximately half of the property is zoned General Residential, and the other half is in the Flood Plain Zone (blue overlay). Building development within the Flood Plain Zone is not permitted under the Land Use Bylaw (Bylaw). The portion of this property within the General Residential Zone is 333m² (3,593sqft) in area with frontage of 8.5m (28ft). The Bylaw requires a minimum lot area of 450m² (4,842sqft) and 15m (49ft) of frontage for a single-detached dwelling.

21 Davison Street is a town owned property approximately 409 m² (4400 sqft) in area that borders on Dickey Brook. The entire property except a narrow strip along the northwest property line is located in the Flood Plain Zone, which renders the property non-useable.

Under Policy 2300-02 the subject property is considered 'non-useable' as the developable area does not meet the minimum requirements of the Bylaw. The policy provides three options for selling non-useable land: 1) Negotiations with adjacent landowners; 2) Public Tender; and 3) Public Auction. A condition of the sale is consolidation with an adjacent lot, and the purchaser pays legal fees related to the transfer.



In early February, 2021, Council declared 136 Church Street surplus non-useable property and offered it for sale to the two adjacent property owners. One offer from Rodney Gray, owner of 134 Church Street was received. In response, on June 22, 2021 COW passed the following motion:

That the Committee of the Whole reject an offer to purchase 138 Church Street for \$3000, and direct staff to negotiate with the owner of 136 Church Street with a minimum price of \$5,100.

The \$5,100 price is based on:

- \$1.00/sqft for 3,593 sqft of 138 Church Street in the General Residential Zone that can be built on; plus,
- \$0.50/sqft for 3,010 sqft for the remaining area within the Flood Plain.

Rodney Gray agreed to the \$5,100 counter offer but also inquired about purchasing the 21 Davison lot at the Flood Plain value (\$0.50 x 3,010 sqft). John Terris, owner of adjacent property at 17 Davison Street, confirmed that he is not interested in purchasing these lands.

A condition of the sale of non-useable properties is that they be consolidated with the adjacent properties. As such, if Council were to agree to sell the 21 Davison Street lot it would be consolidated with 138 and 136 Church Street to create a lot approximately 1,558 m² (16,763 sqft) in area. Under the Land Use Bylaw (LUB), a lot of this area would accommodate a 4-unit dwelling.

DISCUSSION: As noted above, Council have already agreed in principle to sell 138 Church Street to the owner of 136 Church Street for \$5,100. The LUB would permit a 3-unit dwelling on the consolidated lot on the area zoned General Residential, outside the Flood Plain Zone. The addition of 21 Davison would have the effect of allowing an additional dwelling unit. The areas within the Flood Plain Zone can be used for parking, snow storage, gardens, or simply green space.

FINANCIAL IMPLICATIONS: Sale of the property(s) would generate one-time revenue plus ongoing tax revenue. All survey costs will be the responsibility of the purchaser.

SOCIAL JUSTICE IMPLICATIONS: There are no direct social justice implications to this issue, however the sale of the property will result in increased housing within the Town.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications specific to this issue.





AMHERST TOWN COUNCIL

RFD# 2022009

Date: February 28, 2022

COMMUNITY ENGAGEMENT: None specific to this issue. Engagement with the adjacent property owners was part of this process.

ALTERNATIVES: 1) Enter into the agreement to sell 136 Church Street but not 21 Davison Street

ATTACHMENTS: Property map; Policy 2300-02 Sale of Non-Usable Town Owned Lands; Draft agreement of purchase & sale

Report prepared by: A. Fisher
Report and Financial approved by:



AGREEMENT OF PURCHASE AND SALE

BETWEEN:

THE TOWN OF AMHERST, a municipal corporation, incorporated under the laws of the Province of Nova Scotia (the “Vendor”)

-and-

RODNEY MICHAEL GRAY AND PAMELA VIOLET GRAY, of Amherst, in the County of Cumberland and Province of Nova Scotia (the “Purchaser”)

OFFER

1. The Purchaser hereby offers to purchase from the Vendor the parcel of land located at 138 Church Street being PID 25014093, and 21 Davison Street being PID 25017609 in Amherst, Nova Scotia (the “Property”) for a sum of Seven Thousand and Three-Hundred Dollars (**\$7,300.00**) plus any applicable HST, of lawful money of Canada together with all adjustments pursuant to this agreement.

CONDITIONS

2. The Purchaser shall complete the purchase of the parcel of land located at 138 Church Street being PID 25014093, and 21 Davison Street being PID 25017609 Pleasant Street, Amherst, Nova Scotia.
3. Within six (6) months after the Closing Date the Purchaser shall consolidate the Property with lands located at 136 Church Street being PID 25014085 at the expense of the Purchaser.
4. The purchaser acknowledges and agrees that portions of the property are located within the boundaries of a Flood Plain Zone where development is prohibited and further that flooding of the adjacent Dickey Brook may extend beyond the boundaries of said zone.

DEPOSIT

5. The Purchaser does not submit a deposit with this offer.

CLOSING DATE

6. This agreement shall be completed on the ___ day of _____, 2022 (the “Closing Date”).

Upon completion, possession of the property shall be given to the Purchaser.

TITLE

7. The Vendor is to furnish the Purchaser with a metes and bounds description of the property which is the subject of this Agreement, after receipt whereof the Purchaser is allowed 10 days to investigate the title to the Property, which he shall do at his own expense. If within that time any valid objection to title is made in writing, to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void.

CONVEYANCE

8. The Conveyance (of the Property which is the subject of this Agreement) shall be by Warranty Deed drawn at the expense of the Purchaser, to be delivered on payment of the purchase price on the Closing Date. The said property is to be conveyed free from other encumbrances, except as to any easements, registered restrictions or covenants that affect the property and do not materially affect the enjoyment of the property.

ADJUSTMENTS

9. The purchase price shall be paid on the Closing Date subject to an adjustment for municipal property taxes.

HST CERTIFICATE

10. The Vendor shall certify on or before the Closing Date whether or not the Property is subject to HST.

TENDER OF DOCUMENTS AND CHEQUE

11. Any tender of documents to be delivered or money payable hereunder may be made upon the Vendor or the Purchaser or any party acting for him and money may be tendered by certified cheque or solicitor's trust cheque.

TIME OF ESSENCE

12. Time shall in all respects be of the essence in the Agreement. In the event of a written agreement of extension, time shall continue to be of the essence.

BINDING

13. This Agreement shall enure to the benefit and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

CHANGES OF NUMBER AND GENDER

14. This agreement is to be read with all changes of gender or number required of the

context.

ACCEPTANCE DATE

15. This offer shall be open for acceptance until 1:00pm on the ____ day of _____, 2022.

Dated at Amherst, in the Province of Nova Scotia this ____ day of February, 2022

**RODNEY MICHAEL GRAY AND PAMELA VIOLET
GRAY (Purchaser)**

Per:

Witness

Witness

VENDOR'S ACCEPTANCE OF OFFER

16. I hereby accept the above offer and agree to sell on the terms as therein set forth.

Dated at Amherst, in the Province of Nova Scotia this ____ day of April, 2021.

TOWN OF AMHERST (Vendor)

Per:

Witness

Witness

DEPARTMENT: OPERATIONAL SERVICES

TITLE: SALE OF NON USABLE TOWN OWNED LANDS

Minutes reference date: January 20, 1997, p. 8

1st Revision date: December 13, 1999

2nd Revision date: October 24, 2005

PURPOSE:

To establish a policy on the sale of surplus non-usable Town owned land.

DEFINITION:

“Non usable” Town-owned land that does not meet the requirements of the Subdivision By-Law, Municipal Planning Strategy or Land Use By-Law, and is not required for Town use.

POLICY STATEMENT:

Council will decide to sell surplus non usable town owned property by either:

1. Negotiations with adjacent landowners
2. Public Tender
3. Public Auction

If Council decides a negotiated sale to be the best approach then all owners of property immediately abutting the non-usable property shall be offered, in writing, an approximately equal portion of the parcel at the assessed value.

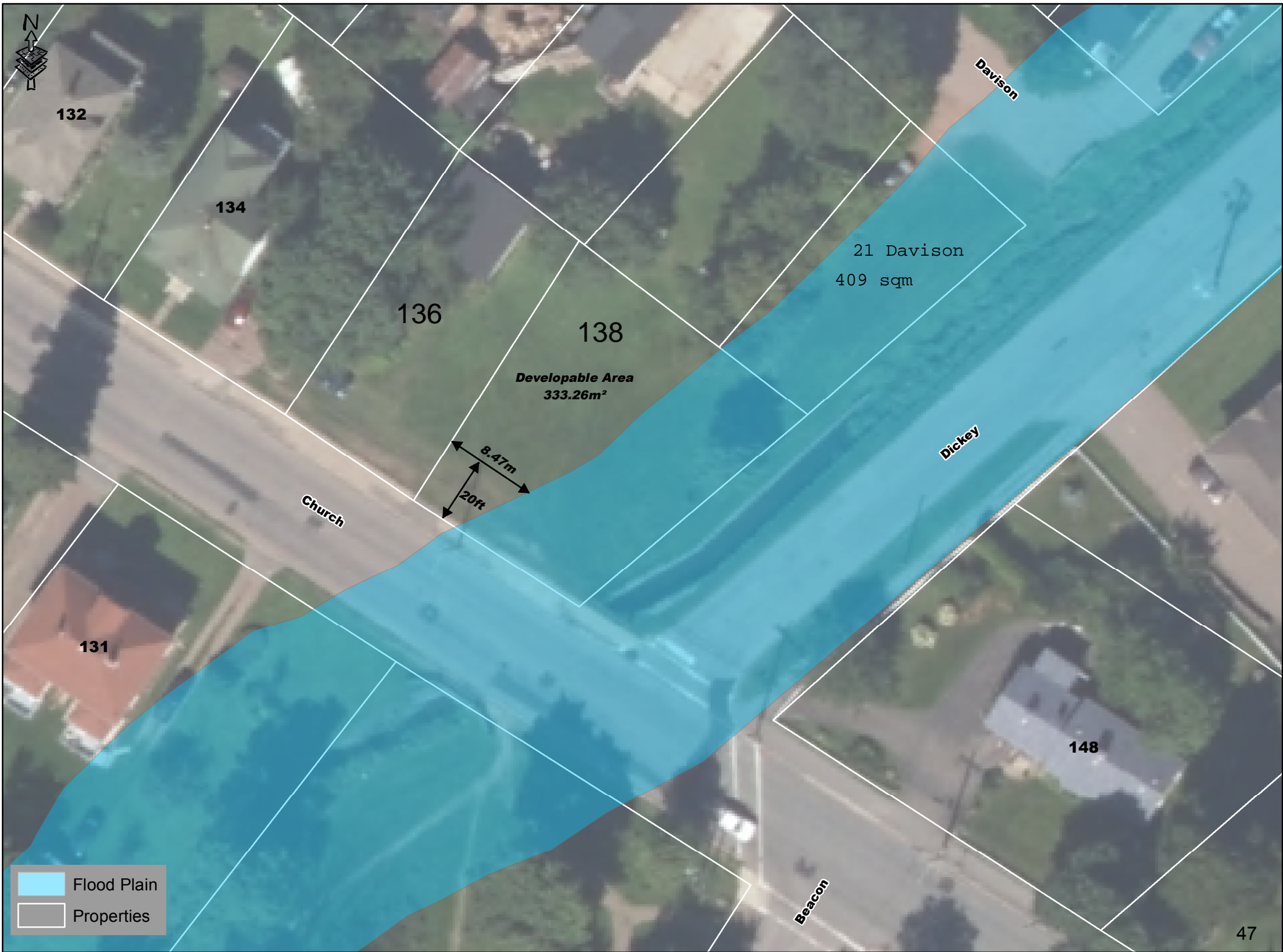
Where only one abutting property owner thereafter expresses in writing continued interest in a portion of the parcel, this owner shall be offered the entire parcel at the predetermined price.



Where the sale of the parcel can not be done through negotiation with adjacent land owners then the sale shall be done by either public tender or public auction.

For sale by public auction, Council will set a minimum price.

Consolidation with a neighbouring lot is a condition of sale.

Any sale must receive Council approval.



 Flood Plain
 Properties

SYNOPSIS

Intermunicipal Poverty Reduction Advisory Committee Citizen Appointments

In late 2022 the Councils of the Town of Amherst, Town of Oxford and the Municipality of Cumberland each approved a joint Terms of Reference for this committee

Under the Terms of Reference for this committee it states:

Applications for community representatives will be solicited using radio, newspaper, social media and municipal websites. Interested citizens and organizations will be invited to submit a letter of interest and experience. The staff and Council members appointed to the Committee will review the applications and recommend the community representatives to the respective Municipal Council for approval.

MOTION:

That Council approve the appointments of Evelyn Pollard and Karen Leblanc as the Town of Amherst citizen representatives for the Intermunicipal Poverty Reduction Advisory Committee, for 1 year terms expiring March 31, 2023.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Kimberlee Jones, Director of Corporate Communications and Community Well Being

DATE: February 28, 2022

SUBJECT: Intermunicipal Poverty Reduction Advisory Committee

ORIGIN: Establishment of Intermunicipal Poverty Reduction Advisory Committee

LEGISLATIVE AUTHORITY: Intermunicipal Poverty Reduction Advisory Committee Terms of Reference.

RECOMMENDATION: That Council approve the appointments of Evelyn Pollard and Karen Leblanc as the Town of Amherst citizen representatives for the Intermunicipal Poverty Reduction Advisory Committee, for 1-year terms expiring March 31, 2023.

BACKGROUND: In late 2022 the Councils of the Town of Amherst, Town of Oxford and the Municipality of Cumberland each approved a joint Terms of Reference for this committee.

DISCUSSION:

Under the Terms of Reference for this committee it states:

Applications for community representatives will be solicited using radio, newspaper, social media and municipal websites. Interested citizens and organizations will be invited to submit a letter of interest and experience. The staff and Council members appointed to the Committee will review the applications and recommend the community representatives to the respective Municipal Council for approval.

Each unit solicited for members. On Tuesday, February 15th staff and appointed Council members from the 3 units met and reviewed the applications received. Through consensus we discussed all candidates and agreed to bring forth recommendations to our respective Councils.

It is the recommendation of the Committee that Evelyn Pollard and Karen LeBlanc be appointed as the Town of Amherst representatives at the Council meeting next week.



AMHERST TOWN COUNCIL

RFD# 2022014

Date: February 28, 2022

FINANCIAL IMPLICATIONS: There are no financial implications to these appointments.

SOCIAL JUSTICE IMPLICATIONS: These appointments will allow the committee to function and begin their work to improve living conditions of citizens throughout the County.

ENVIRONMENTAL IMPLICATIONS: There are none

COMMUNITY ENGAGEMENT: Media release to follow

ALTERNATIVES: Do not appoint at this time. (not recommended)

ATTACHMENTS: Intermunicipal Poverty Committee Terms of Reference

Report prepared by:

Report and Financial approved by:



DEPARTMENT: Council and Corporate Services

TITLE: Inter-Municipal Poverty Reduction Advisory Committee

Minutes reference date: October 25, 2021

Purpose

The purpose of the PRAC is to advise all municipalities of Cumberland County on matters regarding poverty reduction through the application of social equity lenses within rural communities. The primary goals of the PRAC are:

1. to increase wellness and quality of life for all constituents living in Cumberland County focusing on what is needed to prevent people from experiencing poverty.
2. To support those who are financially marginalized by focusing on inclusion, empowerment, capacity building, and cross-sectoral collaboration.

Mandate

The mandate of the PRAC is to:

- Develop a Strategic Plan (this is the initial mandate and should be presented to the Municipal Councils within 9 months of the Committee start-up) to be reviewed annually, and approved by the Municipal Councils.
- Provide advice and recommendations to Municipal Councils as determined by the Strategic Plan, or as directly requested by Municipal Councils;
- Create awareness and education around poverty and its impact on social wellness;
- Function as a hub of community-based poverty reduction assets;
- Consider and integrate the advice and activities of other council committees with mandates aligned with poverty reduction;
- Align with strategic priorities of councils that are matters related to the committee's purpose;
- Review these Terms of Reference every three years.

Strategic Plan

The components of the Strategic Plan may contain the following:

- Ongoing asset mapping and statistical analysis of relevant evidence and data sets including, but not limited to, local housing market, Canadian census, employment, health and wellness, etc.
- Outline causes of poverty and identify those that are most likely to experience it.
- Identification of most vulnerable demographics and related service gaps.
- Establish priorities based on the Social Determinants of Health model as they relate to poverty and develop corresponding action plans.
- Messaging and communications needs to actively engage our local community which will be delivered and managed through the Municipal Units communication processes.
- A five-year outlook with actionable goals outlined for years one and two.
- Develop tools to measure the success of the strategic plan and a reporting strategy to communicate results to municipal councils and the public.

DEPARTMENT: Council and Corporate Services

TITLE: Inter-Municipal Poverty Reduction Advisory Committee

Minutes reference date: October 25, 2021

Committee Composition and Term

The committee will endeavor to maintain a diverse and inclusive membership and represent all demographics and cultural groups within Cumberland County.

The membership of the PRAC will be as follows:

- Three Councillors as voting members - One Councillor from each Municipality (Amherst, Oxford and the County).
- Up to six members of the public as voting members, with at least one representative from each municipal unit. Representation from the following sectors preferred when possible:
 - o Business
 - o Non-Profit
 - o Education
 - o Medical
 - o Social Supports
 - o Justice
 - o Lived Experience with poverty
- Each Municipality will appoint one staff person as their lead for the committee. Staff are not voting members.
- Other staff members from each municipal unit may be asked to attend meetings to assist the Committee as required.
- Members will be appointed by their respective Municipal Councils.
- Applications for community representatives will be solicited using radio, newspaper, social media and municipal websites. Interested citizens and organizations will be invited to submit a letter of interest and experience. The staff and Council members appointed to the Committee will review the applications and recommend the community representatives to the respective Municipal Council for approval.

DEPARTMENT: Council and Corporate Services

TITLE: Inter-Municipal Poverty Reduction Advisory Committee

Minutes reference date: October 25, 2021

Delegated Authority

The PRAC is established as an advisory committee to the three Municipal Councils and does not have any delegated authority. The Committee has no authority to direct staff. Any advice requiring implementation, reports or staff actions must first be considered by each of the municipal Councils.

Functioning of the Committee

The Clerks Office of each municipal unit will manage the scheduling and running of Committee meetings. This role will be shared amongst the municipal units on an annual rotating basis.

The Chairperson role shall be shared amongst, and meetings co-chaired by, the elected officials.

A quorum consists of a majority of the members of the Committee. Decisions of the Committee will be made by consensus. For the purposes of this Committee, consensus means general agreement, or a decision that all members of the Committee can live with, even if it is not every member's preferred way forward. If a minority of the Committee strongly objects to a decision, reasonable efforts will be made to find an accommodation. If those efforts fail, the dissenting opinions will be briefly noted in the Committee's recommendations.

Sub-Committees

The PRAC may convene sub-committees with the purpose of implementing specific action items within defined time frames.

Budget and Resources Remuneration

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

Reimbursement of Expenses

Committee member expense reimbursement will be as per each municipal unit's policy.

Location of the Meetings

The Committee meetings will rotate annually between the three Municipal units with the option to be held virtually.

Frequency of Meetings

It is expected the PRAC will meet monthly or as determined by the Committee. Meetings will normally be held during normal business hours, however special workshops and meetings may be held on weekends or evenings.

Absenteeism

If a Committee member misses three consecutive meetings without the consent of the Committee, the Committee will advise the person or body responsible for the appointment or nomination of the member, and request that they recommend either the continued representation by the member, or the replacement of the member with another person to be named.

SYNOPSIS

Wellfield Generators

This project was originally approved in the 2020/21 water utility capital budget and an RFP for the engineering services was issued to size a single propane generator suitable to power the production wells and the chlorination building.

The consultant has recently provided staff with a preliminary project report which included various options for the generators and asked the Town to provide feedback. Upon review, it became apparent to staff that further direction was required prior to proceeding with final engineering design. Based on the information provided in the preliminary report, staff provided three possible options for council to consider and have recommended the purchase of one new towable diesel fueled generator and to upgrade the 4 production wells which will also help alleviate turbidity issues currently being experienced in our water system.

MOTION:

That Council amend the original scope of work of the wellfield generator project and approve (Option 3), the purchase of 1 new towable diesel fueled generator and upgrade the 4 production wells at the North Tyndal Wellfield with VFD's (variable frequency drives).



AMHERST TOWN COUNCIL

RFD# 2022013

Date: February 28, 2022

TO: Mayor Kogon and Members of Amherst Town Council
SUBMITTED BY: Aaron Bourgeois, Director of Operations
DATE: February 28, 2022
SUBJECT: **Wellfield Generators**

ORIGIN: 2020/21 Water Utility capital Budget.

LEGISLATIVE AUTHORITY: 31700-01 Procurement Policy

RECOMMENDATION: That Council amend the original scope of work of the wellfield generator project and approve (Option 3) for the purchase of 1 new towable diesel fueled generator and upgrade the 4 production wells at the North Tyndal Wellfield with VFD's (variable frequency drives).

BACKGROUND: The project was originally approved in the 2020/21 water utility capital budget and an RFP for the engineering services was issued to size a single propane generator suitable to power the production wells and the chlorination building.

DISCUSSION: The consultant has recently provided staff with a preliminary project report which included various options for the generators and asked the Town to provide feedback. Upon review, it became apparent to staff that further direction was required prior to proceeding with final engineering design. The consultant's report included the following pertinent information;

- A single generator to power the entire wellfield and chlorine building is not an option. While the meter is at the entrance to the wellfield lane, the primary power lines and transformers "downstream" of the meter are owned and maintained by Nova Scotia Power.
- Each well site and the chlorine building would require a separate generator (5 total)
- The consultant has recommended diesel fueled generators over propane. Diesel generators are more efficient and cost less than propane generators. While there is nothing that would prohibit the installation of a diesel generator, an accidental spill or vandalism could pose the risk of contaminating our water supply.
- The cost to complete the project is well beyond the approved budget. The engineer's preliminary cost estimates for the project range from \$638,000 to \$940,000.
- The existing direct on-line motor starters should be replaced with VFD's (variable frequency drives). The existing direct on-line motor starters require larger sized generators and have long been suspected as a major contributor to turbidity in the distribution system.



Based on the information provided in the preliminary report, staff are providing 3 possible options for council to consider;

OPTION 1

Permanently fixed propane fueled generators with VFD's for the production wells. The estimated cost is \$863,000.

OPTION 2

Permanently fixed diesel fueled generators with VFD's for the production wells. The estimated cost is \$638,000

OPTION 3

Purchase 1 new towable diesel fueled generator and upgrade the 4 production wells with VFD's. The estimated cost is \$190,000.

FINANCIAL IMPLICATIONS: The budget approved in 2020/21 water utility capital budget for the project was \$240,000 (\$40,000 engineering and \$200,00 materials/labor). The estimated cost of Option 3 is \$190,000 which can be accommodated within the original budget amount (to be carried over).

COMMUNITY ENGAGEMENT: No community engagement.

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

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications associated with this decision.

ALTERNATIVES: Do not undertake this project at this time and defer it to a future budget year.

ATTACHMENTS: None

Report prepared by: Aaron Bourgeois, Director of Operations
Report and Financial approved by:

February 18, 2022

Re: Cumberland Community Youth Development Centre Update

Honorable Mayor, Councilors, and Staff

Throughout the pandemic, youth have been left to their own devices in many ways. Youth came together to create their own connections and quite often, without the presence of adult guidance, leading to destructive and illegal activities. Once our Community Youth Development Center was open, staff were able to reconnect with these youth and bring them back in to a safe environment.

Youth who were once defacing public property, were now sitting, playing games with adult facilitators, helping to put together new furniture, paint walls, and making the centre a place of their own. No longer searching for that connection elsewhere in the community. As the youth have reconnected with the adults they encounter at the Youth Development Center, they are more aware of their presence out in the community.

Prior to COVID restrictions we were able to host 1 open Youth Drop In evening with 37 youth attending that evening. Once restrictions were implemented, we kept our numbers to 10 youth at a time and consistently saw a wonderful group of youth who really seemed to enjoy their time in the centre.

Besides the regular facilitators we were lucky to have both community volunteers who came and did cooking with our youth, but also community partners such as Natasha Galloway from Restorative Justice, Michelle Harrison and Melanie Siddell from APD, and several Maggie's Place staff spent time connecting with Youth when restrictions allowed. Having 10 students from Mount Allison choose to do their work placement at the Centre gave the youth more people to connect with. The Mount A students also chose to work on projects for us such as a clothing exchange and a Christmas party for our youth, which was funded by their university class. Youth who use the centre participated in the Town of Amherst Christmas Parade.

In November, the Youth Development Centre received an additional staff member whose role is the Community Youth Outreach Worker. This person connects with youth who are aging out of the foster care system and are getting ready to make decisions to support them as self-sufficient adults. This program has made great connection with other programs such as SchoolsPlus and Cumberland Mental Health and Addictions. Often staff from Mental Health bring clients to the Youth Development Centre to check it out and create connections for the youth giving them options of another safe place to spend their time.

Since being open staff at the Youth Development Centre have worked with several youth in crisis, in particular youth who have housing issues. We have been able to provide food, toiletries, clothing, a place to cook food, shower and do laundry, not to mention a listening ear and creating connections to other town agencies.

Recently the English as a Second Language program has decided to use space in the Centre for their classroom time. They look forward to being able to have larger group time and taking advantage of the beautiful kitchen. This will be a great opportunity for local youth to create connections with our international community.

Tours have been given to Town of Amherst staff and Council, Schools Plus, Cumberland Mental Health and Addictions, Amherst Police Department, the Anglican Church, EBC Guidance Counselor, Alternative High School instructor, as well as all members of the Cumberland Community Partners Committee. There are tours scheduled for both Cumberland North and Spring Street Academy pending regulation changes. Virtual presentations about the centre and what it has to offer have been given to Cumberland Partners and Department of Community Services staff.

One of the service gaps has been male mentorship and engagement opportunities; we are excited to announce that starting this week Josh Best will be joining the team to fill that gap.

Despite all the restrictions the space has been well used and connections for youth are being made. Without the support of the town council and staff this would not have been possible.

Respectfully submitted on behalf of the staff and volunteers,

Melanie Cove
Cumberland Community Youth Development Centre
Program Coordinator

Internal Committee Report

Planning Advisory Committee

February 2022

The Planning Advisory Committee met on Monday, February 7th at 4:00pm via Zoom. The agenda included review of the details and feedback from a public participation opportunity regarding a development agreement application for a three building, 154-unit apartment complex proposed for vacant property south of E.B. Chandler School.

In its role as Steering Committee for the Municipal Planning Strategy (MPS) renewal project, Upland Planning & Design met with the Committee to launch the project and provide input on the development of an Engagement Strategy. A follow up meeting is scheduled for February 28th at 4:00 p.m. where the draft Engagement Strategy will be reviewed and confirmed.

Internal Committee Report

Amherst Youth Town Council

February 2022

This month, the Amherst Youth Town Council met on February 15th at 3:05 pm in the ARHS library.

We discussed possible ideas for future goals and projects for the town, for instance making a second dog park and/or a second outdoor skating rink for coming winters. We also talked about the benefits and possible difficulties of setting up these areas and where the best locations would be, however we haven't yet come up with any ideal locations.

The other subjects we touched on are the problems with the AYTC selection dates. We came to the conclusion that it is worth considering making the expression of interest available earlier, possibly in March or May. In addition, sending out the positions to each person earlier would give people more time to prepare. This would benefit the youth town council by allowing meetings to start earlier in the year so that we will have more time to accomplish our goals.

The next AYTC meeting will be held at the ARHS library on Monday the 21st of March at 3:05pm.

Internal Committee Report

Inclusion, Diversity and Equity Committee Report

February 2022

The Inclusion, Diversity and Equity Committee held their second meeting on February 17th via Zoom.

Items on the agenda included the African Heritage month poster and essay contest, and discussions related to the possibility of a dedicated Mi'kmaq Flag Pole and the potential renaming of Lord Amherst Drive.

The Committee was also presented a copy of the Municipality of the County of Kings Toward Equity and Diversity - A Strategy for Belonging in the Municipality of the County of Kings for their information and review and comments.

External Committee Report

Cumberland Public Libraries

February 2022

Rapid Test

Cumberland Public Libraries has handed out over 8,000 test kits to the public. Currently the library is receiving weekly shipments.

Dolly Patron Imagination Library

A Cumberland County resident is trying to create a Dolly Patron Imagination Library. The Library has offered to support this by taking care of the database of children who will receive books.

March Break

March Break planning and prep are well under way. We will be virtual again this year, but we are looking forward to possible going back to in person program in the summer!

Statistics

In the month of December, Cumberland Public Libraries signed out over 5565 items, 2258 items in Amherst alone. This includes books, movies, TV shows, magazines and more.

Also in December Four Father Library offered 8 virtual programs with 173 views and distributed 64 Take and Make crafts. The Four Fathers library had 2,335 in person visits.

Next Board meeting April 19, 2022.

External Committee Report

YMCA of Cumberland

February 2022

With the new regulations that started February 14, 2022 Friday Night Fun began again on Friday, February 18 and will continue until April 1, 2022.

Registration has started for all of our programs for September 2022

Total Active Members - 925 (112 Members have expired and need to be renewed as of today)

Total Subsidized Members - 99

MGI Promo: Introduction Membership - First Month @ \$20 for Adults or \$50 for Families when signing up as a continuous member. (16 customers have taken advantage so far)

All Fall Aquatic Programming resumed as of February 17th.

Bronze Awards Progressing; Cross Course is the next planned, with an end date of March 6th.

NEW Group Fitness schedule started February 22nd with class sizes increasing.

Currently operating at 75% capacity (22 people downstairs, 12 in the Cardio Room and 8 in the Studio.

Mom and Baby Strength class being offered as a program, starting the end of February. (Class is currently at full capacity with 7 registrants)

Planning underway for Spring Fitness programming; Fall sessions of Dance Dance (2 lessons remaining) have been credited and will be offered for those interested in the April session.

Coldest Night of the Year took place on February 26, 2022 in-person. The 5KM walk started and finished at the Y, with everything taking place outdoors – no formal gathering, just a quick check-in and toque pickup and then send the walkers off. 22 teams registered, which is the most we've had.

Kids Get Cooking started on Thursday, February 17th. Monica and Ellen have found a professionally trained chef to facilitate the cooking videos and the food boxes will be created by staff at the Y and picked up by program participants at the YMCA.

Monica conducted a Game-bling presentation with Schools Plus staff on February 17th. It will be done virtually and we anticipate up to 15 people attending. We are confident that this will get the program more awareness and increase its visibility in the school system which will lead to more webinar bookings.

External Committee Report

Solid Waste Management Report

February 2022

Extended Producer Responsibility (EPR)

Targeted consultation has started with regards to Extended Producer Responsibility (EPR). Ashely David, with Nova Scotia Department of Environment & Labour presented to both the Regional Coordinators and Regional Chairs the week of January 24th. Nova Scotia Environment and Labour is accepting feedback through their feedback portal until April 11th.

Expanded EPR

Nova Scotia Environment is also looking for feedback on whether municipalities support expanding EPR to include the following items:

Expanded electronics: floor, garment, countertop appliances, personal care appliances, etc.

Batteries: rechargeable and single use batteries less than 5 kg

Lighting: includes most electric lamps

Diversions Credits

Divert NS will be issuing \$5.5 million this year (2021-2022) in diversion credits with a projected \$5 million to be issued next year (2022-2023). We received our advance payment in August and the final payment will be issued when the datacall numbers are finalized which should be shortly.

300 Kg Target

As you may recall, The Environmental Goals and Climate Change Reduction Act mentions reducing solid waste disposal rates to no more than 300kgs/person by 2030 and that a plan with specific actions needs to be developed by 2023 to meet this goal. The Regional Chairs made a motion to allow the Priorities Committee to work towards developing a realistic plan to reach the 300 kg/capita disposal target, as a province we currently have a disposal rate of 403 kgs. We have not received any update on this as the focus the last few weeks has been with EPR.

Solid Waste Hotline

In the month of January, the hotline received 342 calls. The majority of the calls were related to collection as it relates to the weather.

Social Media

Working towards engaging the public more through social media and have started weekly *What Goes Where* Facebook posts. The following topics were most recently communicated to residents:

What Goes Where- Holiday Edition
What Goes Where- Sharps Disposal
Winter Collection Reminders
What Goes Where- Styrofoam
What Goes Where- Milk Cartons

Enforcement

Audits have started to take place throughout the County with a total of 350 complete to date. Of the 350 audits that took place, 47 were rejections with over 20 being rejected for non-dual stream recycling. It's anticipated that audits will start in the Town of Amherst in February.

Education

Work continues with the Recycling Facility Supervisor to try to educate businesses that bring in non-compliant loads to the facilities in Little Forks.

We are on track to meeting our hour requirement for the Divert Nova Scotia Education Contract.

The Regional Coordinators have developed a provincial ad on the proper disposal of lithium batteries. As we know all too well, they can be dangerous when not disposed of properly.

We will be issuing an RFP for the collection and disposal of Household Hazardous Waste.

External Committee Report

L.A. Animal Shelter

February 2022

In January the shelter adopted out 45 animals - 40 cats/kittens and 5 dogs. As of February 17th, 9 cats and 3 dogs were adopted. We currently have 3 dogs and 27 cats housed at the shelter; 4 cats are there through the Safe Pet Program in conjunction with Autumn House (for those fleeing domestic violence).

The shelter received approximately \$8,000 from the Betty White Day fundraiser - what a great success! Hopefully this event will be as successful in future years.

The shelter has applied for a federal summer student grant for a vet tech student. Hopefully we will be able to move forward with hiring a student into this important role!

Despite the pandemic, the shelter remains in a solid financial position. Discussion is ongoing for options for capital projects to improve the facility for the animals - to make it safer and continue to provide a secure home for shelter operations for years to come.

Our AGM is being held on Thursday, March 24, 2022 at 6:30 p.m. upstairs at Dayle's Grand Market. Everyone is welcome to attend!

External Committee Report

Senior Safety

February 2022

The last meeting of the Cumberland Senior Safety Society was February 22nd at 1:30 p.m. by zoom

Most of the programming has been either cancelled or moved to a later date due to Covid restrictions. This includes the Scooter Safety program and the Driver's Safety programs.

The Pen Pal program is up and running. Cumberland will be partnering with Victoria County and the process of getting seniors connected as pen pals has started. This committee will be purchasing stamps to help get the cards and letters flowing.

Maggie's Place created Valentine's cards for seniors and they were distributed Centennial Villa. There is a plan for Easter cards to be used for Pen Pals in Victoria County as well.

The Senior Safety Coordinator has done several home visits to help seniors fill out forms for assistance. YTD 41 visits in Amherst and 32 visits in the County. One of the forms she helps with is the Seniors Care Grant from the province of Nova Scotia. Senior's can get up to a \$500 grant to help with snow removal, grocery delivery and transportation.

Budget discussion will commence in March.

The next meeting will be March 15th via zoom