



Town of Amherst
Committee of the Whole
Agenda

Date: **Monday, October 20, 2025**
Time: **4:00 pm**
Location: **Council Chambers, Town Hall**

	Pages
1. Call to Order	
1.1 Territorial Acknowledgement	
"I would like to acknowledge that our gathering today is taking place in Mi'kma'ki (MEEG-MA-GEE), the traditional, unceded and ancestral territory of the Mi'kmaw people. I would also like to acknowledge that Nova Scotia has another unique people, the people of African descent whose legacy and contributions date back over 400 years predating confederation of this land. We are all treaty people."	
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5. Closed Session

5.1 Approval of Closed Session Agenda

5.2 Acceptance of Closed Session Minutes

5.2.1 September 15, 2025

5.2.2 September 22, 2025

5.3 MGA 22(2)(c) - personnel matters

5.4 MGA 22(2)(c) - personnel matters

5.5 MGA 22(2)(c) - personnel matters

5.6 MGA 22(2)(a) - acquisition, sale, lease and security of municipal property

5.7 MGA 22(2)(a) - acquisition, sale, lease and security of municipal property

5.8 MGA 22(2)(e) - contract negotiations

5.9 MGA 22(2)(e) - personnel matters

6. Adjournment



Town of Amherst
Committee of the Whole
Monday, October 20, 2025

Consent Agenda

MOTION:

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

- 2.1 Amherst Youth Town Council Appointment to the Accessibility, Inclusion, Diversity and Equity Committee**
- 3.4 Economic Forum**
- 3.5 Naming of Green Space**
- 3.6 Beautification Strategy**
- 3.7 By-law to Amend the Fire and Burning of Materials By-law
Second Reading**
- 3.8 Bylaw/Policy Review**
- 3.9 CAO Task Report**
- 4.1 Community Living Monthly Report**
- 4.2 Corporate Monthly Report**
- 4.3 Cumberland Business Connector Monthly Report**
- 4.4 Financial Services Monthly Report**
- 4.5 Fire Services Monthly Report**
- 4.6 Human Resources Monthly Report**
- 4.7 Operations Monthly Report**
- 4.8 Planning and Economic Development Monthly Report**
- 4.9 Police Services Monthly Report**

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

Date: September 15, 2025
Time: 4:00 pm
Location: Council Chambers, Town Hall

Members Present
Mayor Rob Small
Deputy Mayor Hal Davidson
Councillor Charlie Chambers
Councillor Nic Furlong
Councillor Terry McManaman
Councillor Dwayne Ripley
Councillor Kathy Wells

Staff Present
Jason MacDonald, Chief Administrative Officer
Aaron Bourgeois, Director, Operations
Corey Crocker, Recreation Facility Manager
Andrew Fisher, Director, Planning & Economic Development
Jeff Bacon, Economic Development Officer
Dwayne Pike, Chief, Police Services
Greg Jones, Director, Fire Services
Kim Jones, Deputy Chief Administrative Officer
Krista Crossman, Director, Human Resources
Sarah Wilson, Director, Finance
Sharon Bristol, Director, Community Living
Mallory Klooster, Community Well-Being Manager
Sean Payne, Marketing & Communications Officer
Natalie LeBlanc, Municipal Clerk
Cindy Brown, Administrative Assistant

1. Call to Order

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

1.1 Territorial Acknowledgement

Mayor Small gave the Territorial Acknowledgement.

1.2 Approval of Agenda

Moved By Councillor Chambers

Seconded By Councillor Wells

That the agenda be approved as circulated.

MOTION CARRIED

1.3 Approval of the Consent Agenda

Mayor Small requested that item 3.5 Traffic Line Marking be removed. Deputy Mayor Davidson requested that items 3.2 Themed Crosswalks, 3.4 Naming of Green Space and 4.1 Community Living Monthly Report be removed. Councillor Ripley requested that item 4.8 Planning and Economic Development Monthly Report be removed.

**Moved By Councillor Furlong
Seconded By Deputy Mayor Davidson
To remove items 3.2 Themed Crosswalks, 3.4 Naming of Green Space, 3.5 Traffic Line Marking, 4.1 Community Living Monthly Report and 4.8 Planning and Economic Development Monthly Report from the consent agenda.**

MOTION CARRIED

**Moved By Councillor Furlong
Seconded By Deputy Mayor Davidson
To approve the consent agenda as amended to include:**

- 2.1 Capital Budget Amendment Fire Vehicle**
- 2.2 Year End Operating Reserve Transfer to General Operating Solid Waste and Sewer Deficit**
- 2.3 Year End Capital Financing Adjustments**
- 3.1 Basic Income Guarantee**
- 3.3 Decorative Lighting**
- 3.6 Water Supply Review**
- 3.7 Bylaw/Policy Review**
- 3.8 CAO Task Report**
- 4.2 Corporate Monthly Report**
- 4.3 Cumberland Business Connector Monthly Report**
- 4.4 Financial Services Monthly Report**
- 4.5 Fire Services Monthly Report**
- 4.6 Human Resources Monthly Report**
- 4.7 Operations Monthly Report**
- 4.9 Police Services Monthly Report**

MOTION CARRIED

1.4 Acceptance of Minutes

1.4.1 June 16, 2025

Mayor Small called for any errors or omissions in the minutes. There being none, the minutes of the June 16, 2025, Committee of the Whole meeting were accepted as included in the agenda package.

1.4.2 July 23, 2025

Mayor Small called for any errors or omissions in the minutes. There being none, the minutes of the July 23, 2025, special Committee of the Whole meeting were accepted as included in the agenda package.

2. Council Direction Requests

2.1 Capital Budget Amendment Fire Vehicle

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

**Moved By Councillor Furlong
Seconded By Deputy Mayor Davidson**

That Council forward to the September 22, 2025, regular meeting, approval of an amendment to the 2025/26 capital budget in the amount of \$75,000 to replace the Fire Chief's command vehicle, including the operational accessories.

MOTION CARRIED

2.2 Year End Operating Reserve Transfer to General Operating Solid Waste and Sewer Deficit

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

Moved By Councillor Furlong

Seconded By Deputy Mayor Davidson

That Council forward to the September 22, 2025, regular meeting, approval of the following transfers from the Operating Reserve to General Operating:

- **Withdraw from the Operating Reserve – Reserve for Solid Waste of \$2,137.73 to fund the deficit in the Solid Waste department for the 2024/25 fiscal year.**
- **Withdraw from the Operating Reserve – Reserve for Sewage of \$2,548.98 to fund the deficit in the Solid Waste department for the 2024/25 fiscal year.**

MOTION CARRIED

2.3 Year End Capital Financing Adjustments

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

Moved By Councillor Furlong

Seconded By Deputy Mayor Davidson

That Council forward to the September 22, 2025, regular meeting, approval of the following changes to the funding for the 2024/25 Water Capital Budget:

- **Approval of the increase of Water Operating capital from revenue from \$40,000 to \$134,000.**

MOTION CARRIED

2.4 Community Support Grant

Moved By Deputy Mayor Davidson

Seconded By Councillor McManaman

That Council forward to the September 22, 2025, regular meeting approval of the request from Maggie's Place for \$2,000 for back-to-school supplies for children in Amherst and Cumberland County.

MOTION CARRIED

2.5 Capital Budget Amendment West Victoria Street

Moved By Councillor Wells

Seconded By Councillor Ripley

That Council forward to the September 22, 2025, regular meeting, approval of an amendment to the 2025/26 general capital budget, and the 2025/26 water utility capital budget to include the engineering design to reconstruct West Victoria Street from the CNR tracks to Hickman Street to be funded with:

- **\$15,000 from the Operating Reserve – Sewer**
- **\$37,000 from the Operating Reserve – Unrestricted, and**
- **\$15,000 from the water utility depreciation fund**

For a total of \$67,000 inclusive of applicable taxes.

MOTION CARRIED

- 2.6 Amherst Youth Town Council Policy Amendment**
Moved By Councillor Wells
Seconded By Councillor McManaman
That Council forward to the September 22, 2025, regular meeting approval of the amendments to the Amherst Youth Town Council Policy as presented.
- MOTION CARRIED**
- 2.7 Workplace Violence Policy Amendments**
Moved By Deputy Mayor Davidson
Seconded By Councillor Furlong
That Council forward to the September 22, 2025, regular meeting approval of the amended Workplace Violence & Harassment Prevention Policy as presented.
- MOTION CARRIED**
- 2.8 Asset Management Policy**
Moved By Councillor Furlong
Seconded By Councillor Chambers
That Council forward to the September 22, 2025, regular meeting, approval of the new Asset Management Policy as presented.
- MOTION CARRIED**
- 2.9 Surplus Fill Policy Amendments**
Moved By Councillor Ripley
Seconded By Councillor Wells
That Council forward to the September 22, 2025, regular meeting, the existing Surplus Fill Policy to be repealed and forward the new Surplus Fill Policy for approval as presented.
- MOTION CARRIED**
- 2.10 Volunteer Code of Conduct Policy**
As per the discussion, staff will make amendments to the draft policy and bring it back to the October Committee of the Whole meeting.
- 2.11 Dangerous and Unsightly Premises Policy Amendments**
Moved By Councillor McManaman
Seconded By Councillor Wells
That Council forward to the September 22, 2025, approval of the recommended amendments to the Dangerous or Unsightly Premises Policy as presented.
- MOTION CARRIED**

2.12 Keeping of Chickens

Moved By Councillor Ripley

Seconded By Councillor Furlong

That Council direct staff to report back within 90 days with a concise options report and draft to permit and regulate backyard hens on residential properties, addressing; eligible zones/lot types; limits (no roosters/amount of hens); coop/free run and animal welfare standards; feed/waste management; licensing/fees; enforcement approach; consultation with Public Health and NS Department of Agriculture; a brief public engagement plan; an optional 12 month pilot; costs and timeline for implementation.

Against (5): Mayor Small, Deputy Mayor Davidson, Councillor Chambers, Councillor McManaman, and Councillor Wells

MOTION DEFEATED

2.13 Bylaw to Amend the Fire and Burning of Materials Bylaw First Reading

Moved By Councillor Furlong

Seconded By Deputy Mayor Davidson

That Council forward to the September 22, 2025, regular meeting, first reading of the Bylaw to Amend the Fires and Burning of Materials Bylaw C-7 as presented.

MOTION CARRIED

2.14 United Way Request

Moved By Deputy Mayor Davidson

Seconded By Councillor Chambers

That Council forward to the September 22, 2025 regular council meeting the request for property tax relief from the United Way to be denied.

MOTION CARRIED

3. Information Items

3.2 Themed Crosswalks

Deputy Mayor Davidson asked if staff had dates for the installation of the themed crosswalks. The Director of Community Living Sharon Bristol replied that Public Works is working on them, and that the Every Child Matters themed crosswalk will be completed in time for an unveiling for National Truth and Reconciliation Day on September 29, the African Nova Scotia crosswalk will be completed before October 17 as discussed with CANSA, with the Veterans crosswalk to follow.

3.4 Naming of Green Space

Deputy Mayor Davidson asked staff to confirm that they are still considering a Mi'kma'ki term for "healing place" or "healing space" as a name for the green space next to Town Hall. The Director of Community Living confirmed that yes, staff are working with family and veterans of indigenous descent and hope to bring a recommendation to Council in October.

3.5 Traffic Line Marking

Mayor Small asked staff if it would be possible to contract out option 2 of the memo to tender centreline painting and complete the remainder in-house. The Director of Operations Aaron Bourgeois replied that it would be possible however it would be costly. If Council agrees, he suggested he would make line painting a priority for his staff next spring. Council agreed to see how next year's line painting goes and reassess at that time.

4. Monthly Reports

4.1 Community Living

Deputy Mayor Davidson asked about the Downtown Business Task Force, if they have met and if a Terms of Reference has been developed. The Director of Community Living Sharon Bristol replied that it is a small working group of about 10 people and that no Terms of Reference has been developed.

Mayor Small indicated he noticed a decline in attendance at the summer parks program as it went on. The Director of Community Living replied that this could be due to a number of factors, including family vacations, and the hot temperatures we had this summer. Councillor Wells suggested that staff consider implementing some form of refillable water stations at Town parks, Council agreed this could be a good idea.

**Moved By Deputy Mayor Davidson
Seconded By Councillor Furlong**

That staff write a letter of thanks to Tourism summer student Brayley Bickerton for the excellent job she did promoting the Town of Amherst.

MOTION CARRIED

4.8 Planning & Economic Development

Councillor Ripley asked for an update on community markets. Jeff Bacon replied that in discussions with the Amherst Farmer's Market they have indicated they are not interested in changing their current set up. He added that they may be open to doing "one off" events to coordinate with other events happening, such as the Christmas Light-up for example.

5. Closed Session

**Moved By Councillor Furlong
Seconded By Deputy Mayor Davidson
that the Committee move to a Closed Session.**

MOTION CARRIED

6. Adjournment

There being no further business, Mayor Small adjourned the meeting.

Natalie LeBlanc
Municipal Clerk

Rob Small
Mayor

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

Date: September 22, 2025
Time: 4:00 pm
Location: Council Chambers, Town Hall

Members Present Mayor Rob Small
Deputy Mayor Hal Davidson
Councillor Charlie Chambers
Councillor Nic Furlong
Councillor Terry McManaman
Councillor Dwayne Ripley
Councillor Kathy Wells (via Zoom)

Staff Present Jason MacDonald, Chief Administrative Officer
Aaron Bourgeois, Director, Operations
Andrew Fisher, Director, Planning & Economic Development
Dwayne Pike, Chief, Police Services
Kim Jones, Deputy Chief Administrative Officer
Krista Crossman, Director, Human Resources
Sarah Wilson, Director, Finance
Sharon Bristol, Director, Community Living
Sean Payne, Marketing & Communications Officer
Jeff Bacon, Economic Development Officer
Corey Crocker, Recreation Facility Manager
Natalie LeBlanc, Municipal Clerk
Cindy Brown, Administrative Assistant

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1. **Call to Order**
Mayor Small called the meeting to order at 4:00 p.m.
 - 1.1 **Territorial Acknowledgement**
Mayor Small gave the Territorial Acknowledgement.
 - 1.2 **Acceptance of Minutes - June 16, 2025**
Mayor Small called for any errors or omissions in the minutes. There being none, the minutes of the June 16, 2025, special Committee of the Whole meeting were accepted as included in the agenda package.
 2. **Information Items**
 - 2.1 **Nova Scotia Strong Mayor Powers**
Moved By Deputy Mayor Davidson
Seconded By Councillor Furlong
That Council, in conjunction with other municipalities in the northern region, send a letter to the Nova Scotia Federation of Municipalities, with copies to all municipal units, expressing the lack of support for strong mayor powers and encourage NSFM to take a position on our behalf.

MOTION CARRIED

2.2 NSFM Bylaw

The CAO reviewed his memo included in the agenda package. Council was encouraged to become more informed on the proposed NSFM by-law changes, and that as an elected official who believes that the presence of an experienced municipal administrator on the NSFM Board supports a municipal unit's interest, make or support a motion that votes down Motion #5 amendments or vote against the motion if/when put on the floor at the NSFM AGM.

- 3. Closed Session
Moved By Councillor Furlong
Seconded By Councillor McManaman
To go into a closed session.**

MOTION CARRIED

- 4. Adjournment**
There being no further business, Mayor Small adjourned the meeting.

Natalie LeBlanc
Municipal Clerk

Rob Small
Mayor

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

Date: October 14, 2025
Time: 4:00 pm
Location: Council Chambers, Town Hall

Members Present Mayor Rob Small
Deputy Mayor Hal Davidson
Councillor Charlie Chambers
Councillor Nic Furlong (via Zoom)
Councillor Terry McManaman (arrived at 4:23 p.m.)
Councillor Dwayne Ripley
Councillor Kathy Wells (via Zoom)

Staff Present Jason MacDonald, Chief Administrative Officer
Aaron Bourgeois, Director, Operations
Andrew Fisher, Director, Planning & Economic Development
Greg Jones, Director, Fire Services
Kim Jones, Deputy Chief Administrative Officer
Sarah Wilson, Director, Finance
Sharon Bristol, Director, Community Living
Sean Payne, Marketing & Communications Officer
Jeff Bacon, Economic Development Officer
Natalie LeBlanc, Municipal Clerk
Cindy Brown, Administrative Assistant

-
1. **Call to Order**
Mayor Small called the meeting to order at 4:00 p.m.
 - 1.1 **Territorial Acknowledgement**
Mayor Small gave the Territorial Acknowledgement.
 2. **MPS / LUB Presentation**
Andrew Fisher reviewed his presentation of the proposed changes to the MPS and LUB, included in the agenda package. Council agreed to the recommended amendments as proposed in principle; however, staff were asked to remove the zoning for the area currently subject to a mutual boundary change application to the Nova Scotia Utility and Review Board and further ensure the zoning of Phase 2 of the Industrial Park reflects the ability for commercial establishments. The amended MPS and LUB will be forwarded to Council for First Reading at a future meeting.
 3. **Adjournment**
There being no further business, Mayor Small adjourned the meeting.

Natalie LeBlanc
Municipal Clerk

Rob Small
Mayor

TO: Mayor Small and Members of Council

SUBMITTED BY: Sharon Bristol, Director, Community Living

DATE: October 20, 2025

SUBJECT: Amherst Youth Town Council Appointment to the Accessibility, Inclusion, Diversity and Equity Committee

ORIGIN: Annual appointment of an Amherst Youth Town Council member to the Accessibility, Inclusion, Diversity and Equity Committee

LEGISLATIVE AUTHORITY: MGA Section 24(3) The council may appoint persons who are not members of the council to a committee and may establish a procedure for doing so, and the Amherst Youth Town Council Policy #10250-21.

RECOMMENDATION: That Council forward to the October 27, 2025, regular meeting, the appointment of Ava Tooley to the Accessibility, Inclusion, Diversity and Equity Committee.

DISCUSSION: In accordance with the Amherst Youth Town Council Policy, there is an ability to appoint one member of AYTC to the Accessibility, Inclusion, Diversity and Equity Committee.

On October 6, 2025, at the regular Amherst Youth Town Council meeting there was a motion passed that Ava Tooley be the AYTC member appointment for the Town of Amherst Accessibility, Inclusion, Diversity and Equity Committee.

Involving youth in the community adds value to youth development; it empowers our young people to be active participants in their community through positive engagement. The Amherst Youth Town Council appointment would provide the AIDE Committee with a youth perspective on issues pertaining to the youth in Amherst.

FINANCIAL IMPLICATIONS: The expenses associated with this committee are accounted for in the Community Living Department's operating budget for the current fiscal year.

SOCIAL JUSTICE IMPLICATIONS: Involving youth in decision making empowers them to become responsible members of society. Youth have creativity in problem solving and should be taken into consideration when making municipal decisions.

ENVIRONMENTAL IMPLICATIONS: No direct environmental implications however involvement of the younger generation tends to support protection and preservation of the environment.





COMMITTEE OF THE WHOLE

CDR# 2025115

Date: October 20, 2025

COMMUNITY ENGAGEMENT: Ongoing

ALTERNATIVES: Do not appoint an AYTC member to the AIDE Committee

ATTACHMENTS: Amherst Youth Town Council Policy #10250-21.



TITLE: AMHERST YOUTH TOWN COUNCIL POLICY
SECTION: EXECUTIVE OFFICE
POLICY NO: 10350-21

APPROVAL DATE: September 22, 2025

CAO Signature: 

POLICY STATEMENT

This policy will govern the rules and requirements for the operation of the Youth Town Council.

PURPOSE:

The Amherst Youth Town Council will act as an advisory body to Town Council on those matters within the influence of the Town of Amherst which have an impact on the youth of the Town, regardless of their cultural and religious identity, socio-economic background, intellectual and physical abilities, sexuality or gender. The Amherst Youth Town Council will improve the image of the Town of Amherst by raising the profile of the Town's youth. The Council will create community awareness of youth facilities, youth services, youth organizations and the opportunities and programs they provide.

ROLE OF YOUTH COUNCIL:

1. The Amherst Youth Town Council will identify and bring forward issues which have an impact on the youth of Amherst and, while *indirectly* under the control of the Town of Amherst, may be of sufficient significance to warrant the Town's consideration or support.
2. The Amherst Youth Town Council shall encourage its members to become more familiar with the workings of local government through education, involvement and participation *in council meetings*.
3. The Amherst Youth Town Council will, through researching issues and presenting constructive solutions, act as a realistic advocate for the youth of our community.
4. The Amherst Youth Town Council will endeavor to participate actively in community events and activities, as well as host events they deem fit, in Amherst, and through this involvement, foster a positive image for all young people.
5. The Amherst Youth Town Council may address, foster discussion, or make recommendations to Town Council on issues that they believe need to be addressed for the benefit of the youth.

MEMBERSHIP:

1. The Town of Amherst is an inclusive and equitable organization. We value inclusivity & diversity in all areas of the workplace, including the Amherst Youth Town Council. We encourage membership from members of groups who are typically underrepresented and with historical and/or current barriers to equity.
2. The Council shall appoint members of the Amherst Youth Town Council by resolution.
3. The maximum number of appointees on the Amherst Youth Town Council is 15.

TITLE: AMHERST YOUTH TOWN COUNCIL POLICY
SECTION: EXECUTIVE OFFICE
POLICY NO: 10350-21

4. Members shall be students attending Amherst schools from grade 7 to 12 with a maximum of three members being residents of the Municipality of the County of Cumberland.
5. The term for citizen youth appointees shall be two years and members may be reappointed to the committee without limitations. Members who do not complete their two-year term may be replaced, with their replacement finishing their term and eligible for reappointment without limitations. Citizen appointee terms shall commence in September of each year.
6. By April of each year, advertisement for expression of interest will be posted using appropriate media to reach youth. Council will appoint members for the new term in June of each year. Members will convene in September of each year.

MEETINGS:

1. Meetings will be scheduled by the *Junior Mayor*, in consultation with staff and fellow members. Meetings will be held at an accessible location as determined by the Junior Mayor and Staff.
2. The committee will meet bi-monthly or as required. Each month a member of the Amherst Youth Town Council will attend an Amherst Town Council regular meeting and provide a report on the activities of the month.
3. All meetings are open to the public. If local organizations wish to present to the Amherst Youth Town Council, they must previously inform the elected Junior Mayor of their presentation plans.
4. All meetings of the Amherst Youth Town Council are mandatory. If a member is unable to attend, they are required to notify a member of the executive committee if they are to miss a meeting. If two meetings are missed without regrets sent, the committee will discuss attendance improvement for that individual. If further action is required it will be brought to the Amherst Town Council for review.

PARTICIPATION ON TOWN COMMITTEES:

1. The Amherst Youth Town Council may, at their discretion, nominate one member to sit on the Accessibility, Inclusion, Diversity and Equity (AIDE) Committee as a voting member to be appointed by Amherst Town Council. Each appointment will be for a 1 year term.

TITLE: AMHERST YOUTH TOWN COUNCIL POLICY
SECTION: EXECUTIVE OFFICE
POLICY NO: 10350-21

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director, Community Living	Work with the AYTC while adhering to the policy; make recommendations to Council on AYTC appointments.
Council	Consider recommendations from the AYTC, appoint members annually.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Change the number of appointments from 12 to 15, and minor housekeeping amendments.	Director, Community Living, Bristol	Council	September 25, 2023
Ad section to appoint AYTC member to IDE, PRAC and AAC Committees		Council	November 27, 2023
Remove the requirement to appoint an AYTC member to IDE, PRAC and AAC Committees and add a requirement to appoint an AYTC member to the new AIDE Committee		Council	September 22, 2025

Minutes reference date: 25 May, 2010 24 October, 2011 25 November, 2013 23 October, 2017
 25 June, 2018 26 April, 2021 25 September 2023 27 November 2023 22 September 2025



COMMITTEE OF THE WHOLE

CDR# 2025118

Date: October 20, 2025

TO: Mayor Small and Members of Amherst Town Council

SUBMITTED BY: Sharon Bristol, Director Community Living

DATE: October 20, 2025

SUBJECT: Community Support Grants 2025

ORIGIN: 2025-26 Operating Budget

LEGISLATIVE AUTHORITY: MGA 65 Power to expend money: (au) a grant or contribution to (v) any charitable, nursing, medical, athletic, educational, environmental, cultural, community, fraternal, recreational, religious, sporting or social organization within the province; Community Support Grants Policy, 72000-08

RECOMMENDATION: That Council forward to the October 27, 2025 regular meeting approval of funding in the amount of \$1,500 to the Amherst Indian Association for the Diwali Festival, and that Council deny the request from the Amherst Cricket Club and request staff work with the club to come up with a solution to offer support through the equipment loan program, and further that Council deny the request from the Dollywood Foundation of Canada in the amount of \$5,322.74.

BACKGROUND: An annual budget is allocated for community support grants so that the Town can provide assistance in a fiscally responsible manner to organizations that qualify under the criteria set in the policy. In doing so, the Town encourages and promotes the success of these organizations. It should be noted that all groups fill a significant role in the community; however, to ensure the intentions of the policy are adhered to, not all can be funded.

DISCUSSION: The Amherst Indian association is organizing a Diwali festival and is requesting 1500.00 to support the event on October 24, 2025. Total cost of the event is 4200.00 and the balance will be made up through ticket sales. The Amherst Cricket club is looking for assistance to purchase a cricket pitch mat. They are not a formal organization but a growing in numbers who are playing on a weekly basis. Staff feel we can support this group in alternate ways until they are more formally organized. With regards to the Dollywood Foundation request staff feels that the abundance of books and open accessibility to the Cumberland Public Library on Acadia Street, this meets the needs of young readers. Furthermore, on a monthly basis half the cost of this program goes towards mailing the books. Given that we have a library right here in our community this is an unnecessary expense and one that does not need to be supported by taxpayers' dollars.

FINANCIAL IMPLICATIONS: Currently there is \$1,828 in the Community Support Grant fund.



COMMUNITY ENGAGEMENT: In response to a public invitation to apply, funding requests were submitted by community groups. Future community and sporting event requests will be dealt with on an individual basis.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications attached to this request.

SOCIAL JUSTICE IMPLICATIONS: Community not for profit organizations, sports teams, festivals and events help weave the fabric of our society. When a community has a strong base of supportive organizations dedicated to improving the quality of life for our residents in addition to sports, culture, arts, and events it is enriched in so many key ways. In most all cases these organizations rely heavily on outside sources of funding to stay afloat. Due to the nature of the not-for-profit world, it is our opportunity to assist those who work so tirelessly to make our community better. The Town of Amherst, as a funding contributor, helps create a community that all can be proud to live, work and play.

ALTERNATIVES:

1. Approve/not approve the funding requests as listed.
2. Discontinue the practice of providing community support grants.

ATTACHMENTS:

- Applications, Community Support Grants Policy, 72000-08

TITLE: Community Support Grants Policy
SECTION: All Town Departments
POLICY NO: 72000-08

Application for Funding

Date: October 10, 2025

REQUEST FOR FINANCIAL SUPPORT

REQUEST FOR IN-KIND FACILITY RENTAL

1. ORGANIZATION INFORMATION:

Name of Organization: Amherst Indian Association

Full Mailing Address: 32 Albion Street, Amherst B4H 2V5

Contact Person: Bubu Suhaz Mullaveedu

Email Address: bubu.suhaz@gmail.com

Telephone: 902 694 4975

2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED \$ 1500

Total cost of program event or activity \$ 4200

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

Diwali Community Party, with traditional Indian food, deming Diwali celebrations, which is the celebration of lights over darkness. The purpose of funding requested is to support the cost of food with the food vendor

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

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

Promoting cultural diversity, introducing Indian and Diwali food and customs. Open to public, family friendly event, supporting new business and promoting inclusion

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

NAME	FUNDING IF ANY
<u>Spice Shop (Moncton)</u>	<u>500</u>

7. How many volunteers contribute to this event or festival: 20



98 East Victoria Street, PO Box 516, Amherst, NS, Canada B4H 4A1
Phone: 902-667-3352 Fax 902-667-5409

<u>Diwali Celebration 2025 - Amherst Indian Association</u>		
Registration Limit	200	
Venue	Travel Lodge - Amherst	
Activity		Budget Expense
Rental Venue		\$ 200
Registration - Org. and App		\$ 70
Kids/Activity Corner	Mehndi	\$ 50
	Face Paint	\$ 50
	Crafting Station	\$ 50
	Glow stick and paint	\$ 100
Decoration	Rangoli	\$ 150
Sweet Box Distribution Upon Arraival	Gulab Jamun	\$ 130
	Unniyappam	\$ 70
	Carrot Halwa	\$ 160
	Laddu	\$ 70
	Chocolate Raffle	\$ 100
Dinner	Rice	\$ 2,220
	Naan	
	Butter Chicken	
	Paneer Matar	
	Daal Makhni	
	Raitha	
	Veggies Slad	
Water and Napkin		\$ 50
DJ		\$ 250
Food for volunteer		\$ 150
Performers Honorarium		\$ 300
Total		\$ 4,170

Date: October 07, 2025

**COMMUNITY SUPPORT GRANTS
TOWN OF AMHERST
REQUEST FOR FINANCIAL SUPPORT**

1. ORGANIZATION INFORMATION:

Name of Organization: Dolly Parton's Imagination Library of Cumberland County
 Full Mailing Address: 37 Mallard Drive
Amherst, NS B4H0E1
 Contact Person: Natalie Bova
 Email Address: natalieabova@gmail.com
 Telephone: 902-667-6848

2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED \$ 5,322.74

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

Two months worth of free books going to 664+ children in cumberland county to inspire a love of reading and to improve literacy.

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

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

Early childhood education and exposure to books and reading is recognized as being the biggest predictor of creating successful learners.
Our focus is to have children prepared for preschool readiness. As our society becomes more complex, it is critical that we can provide this opportunity to our families so that no one is left behind. Reading with young children also allows for the ever-important bonding time within the family unit that is essential in the development of a young child.

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

NAME	FUNDING IF ANY
Municipality of Cumberland	\$5,000
Mr. and Mrs. Christie Smith Foundation	\$6,500
United Way Maritimes	\$5,000

7. How many volunteers contribute to this event or festival: 1

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



Date: AUG 05 / 25

COMMUNITY SUPPORT GRANTS
TOWN OF AMHERST
REQUEST FOR FINANCIAL SUPPORT

1. ORGANIZATION INFORMATION:

Name of Organization: Amherst Cricket Club
 Full Mailing Address: 22-97 RUPERT STREET, AMHERST, N.S B4M3S4
9-66 WILLOW STREET, AMHERST, N.S
 Contact Person: PRADHROT BARR
 Email Address: 26pbarr@gmail.com
 Telephone: 41 431-998 0634

2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED \$ 1250

3. What is the purpose for the funding requested? (Community Event; Tournament - Provincial / National / Invitational; Festival, etc.)
FOR PLAYING CRICKET NEED TEMPORARY REMOVAL CRICKET PITCH MAT

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

5. What are the expected benefits to the community? (event participation numbers; local, regional, provincial or national attraction; time span; community assets being used; support from business community)
WILL HOLD CRICKET TOURNAMENT IN FUTURE, COMMUNITY AWARENESS, TOURNAMENT T AAE WILL BE HELD ALL OVER MARITIMES ABOUT 10 TEAMS, A WILL JOIN WHICH WILL BRING AROUND 200 PEOPLE.

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

NAME	FUNDING IF ANY

7. How many volunteers contribute to this event or festival: 10



Dollywood Foundation of Canada

Attn: Operations Department
 P. O. BOX 24022 KING GEORGE
 BRANTFORD, ON, N3R 7X3

E-mail: invoice@dollyfoundation.com

Invoice

Date	Invoice	Account #
2025-11-01	*1125450*	*NSCUMBERLAND*

Bill To

Cumberland County DPIL
 Natalie Abova
 3925 Malagash Rd
 MALAGASH POINT, NS, B0K 1E0

Please Pay this Amount	\$ 0.00
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Make Cheque payable to: **Dollywood Foundation of Canada** or
 e-Transfer to invoice@dollyfoundation.com
 (Please include Account # in Comments)

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

List E-Mail Changes Here: _____
 Additional E-mail: _____

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Dollywood Foundation of Canada
 P. O. BOX 24022 KING GEORGE
 BRANTFORD, ON, N3R 7X3

P.O. No.

Account
NSCUMBERLAND

Quantity	Item Code	Description	Price Each	Amount
9	Group 6	Number of Group 6 Books	1.88	16.92
166	Group 5	Number of Group 5 Books	1.90	315.40
163	Group 4	Number of Group 4 Books	2.05	334.15
160	Group 3	Number of Group 3 Books	1.95	312.00
102	Group 2	Number of Group 2 Books	2.41	245.82
54	Group 1	Number of Group 1 Books	2.01	108.54
8	LETC	Welcome Books	2.48	19.84
20	GRAD	Graduation Books	2.35	47.00
682	Mailing - COM	Mail/ Shipping Expense	1.85	1,261.70

Payments/Credit	\$-2,661.37
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Total	\$2,661.37
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This invoice is payable within 10 days of the invoice date, and has been calculated in your national currency.

Balance Due	\$0.00
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TITLE: Community Support Grants Policy
SECTION: All Town Departments
POLICY NO: 72000-08

APPROVAL DATE: March 24, 2025

CAO Signature: 

POLICY STATEMENT

- a. The Community Support Grants Policy guides the allocation of financial and in-kind contributions to non-profit or charitable organizations that are based in the Town of Amherst and are providing services that in the opinion of Council, are of a benefit to the residents and businesses of the Town. Applicants and Groups that actively support inclusion, diversity, accessibility and equity will be given priority consideration as will those applications that enhance community well-being and increase the social determinants of health, such as, but not limited to food insecurity, affordable housing, early childhood development, education, social inclusion and non-discrimination of the citizens of Amherst
- b. This program does not govern the following, which are separately administered:
 - i. Tax Exemption for Non-Profit Organizations (full and partial tax exemption by-laws);
 - ii. Residential Property Tax Rebates (low-income homeowners)

POLICY OBJECTIVES

The objectives of this policy are:

- a. to outline the requirements to apply and be considered for a Community Support Grant
- b. to establish equitable guidelines for the distribution of limited amounts of funds to non-profit and charitable organizations in a manner approved by Council.
- c. to ensure that groups applying for Community Support Grants are evaluated on a consistent, equitable basis, utilizing the same evaluation criteria; and
- d. to provide for public disclosure of a list of grant recipients and the amounts of those grants.

1. SCOPE

The Program includes financial grants in the form of cash and in-kind services (for use of municipal facilities, for example). The value of requests is not limited; however, applicants must be aware that:

- a. The application process is competitive;
- b. There are more grant applications received than available funding;
- c. Past funding commitments should not be interpreted as a guarantee that future requests will be approved. The Town is interested in ensuring that organizations are self-sufficient;
- d. The Town would like to support programs and events that promote community well being and health and safety of our citizens. With that in mind, events based on alcohol consumption (beer gardens, wine tasting tours etc.) may only receive support if other community benefits can be shown. Overall, the Town will show preference to events that are family friendly and support the overall well being of the community.

2. EXCLUSIONS

The following are exclusions from the grant program:

- a. While Council reserves the right to, it is not the intent of this policy to fund activities of organizations that are clearly within the mandate of the Government of Nova Scotia (hospitals, medical programs, treatment services or social services programs) or the Government of Canada (e.g., health, social services)
- b. The Town of Amherst will not consider requests received as part of general (mass) mailing or telemarketing campaigns

TITLE: Community Support Grants Policy
SECTION: All Town Departments
POLICY NO: 72000-08

- c. Funding applications will not be considered from the following:
 - i. Businesses;
 - ii. Provincial Government organizations;
 - iii. School Boards or quasi government organizations;
 - iv. Non-profit organizations for the purpose of funding accumulated deficits;
 - v. Any organization for the purpose of fundraising to distribute to other organizations/individuals; and
 - vi. Organizations with political affiliations.
- d. Funding will not normally be provided to religious organizations where services include the promotion or required adherence to a particular belief
- e. Funding will also not normally be provided to fundraising campaigns of national charitable organizations either directly or indirectly.
- f. Funding will not normally be provided to organizations who are planning to give proceeds of the event to another organization.

3. ALLOCATION OF FUNDS

Council is not obligated to:

- a. Provide funding in the form of Community Support Grants;
- b. Spend all the funds allocated for grants in any given year;
- c. Award the full amount requested in an application; or
- d. Renew any grant

4. GUIDELINES

The following guidelines apply to all grant requests except those listed in 4 above:

- a. Funding will generally be limited to no more than 40% of overall costs for an event or program
- b. Funding cannot be used to directly purchase products regulated by the Liquor Control Act R.S., c. 260, s. 1. or the Cannabis Control Act 2018, c. 3, s. 1.
- c. Preference is given to new initiatives; however, grants may be provided in multiple years for the same initiative.

5. PROGRAMS

The following are a list of the grants available:

a. Sport, Arts, and Culture

Maximum funding considered will be \$1000 for a team and \$250 for an individual:

- i. This includes amounts for teams / groups and individuals traveling to Provincial, National and International competitions and events when the Amherst based teams or individual have been successful at a regional qualifying competition recognized by its relevant provincial or national umbrella organization, or have been invited by such an organization;
- ii. The team / group is in the Town of Amherst and is considered by the provincial or national umbrella organization to be the home for the team;

TITLE: Community Support Grants Policy
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- iii. The individual is competing / attending as an individual and has their principal residence in the Town of Amherst;
- iv. The Town of Amherst resident has been selected / qualified to represent the Province of Nova Scotia or Canada at a national or international competition / event.

b. Festivals, Arts and Cultural Events Grants

Under this component will generally not exceed \$5,000

- i. Event must demonstrate broad community support;
- ii. Provides an experience not duplicated by other ongoing events, festivals or activities.
- iii. Draw spectators locally, from the Maritimes, nationally or internationally and increases the profile of our community;
- iv. Must be affiliated with a local community non-profit organization.

c. Organizational Equipment

Operational and capital equipment purchase requests will be considered on an individual basis.

d. Funding for Social Equity Initiatives

For the purposes of this policy, "Social Equity Funding" is defined as the annual funding allotment within the Community Support Area Rate, including any reserves for this purpose, to be used for initiatives that specifically target social equity issues. All applications which Council feels meet this definition and for which Council is considering funding from the annual Social Equity Funding allotment or associated reserves set aside for this purpose may be referred to the respective committees for a recommendation.

Notwithstanding the above, Council reserves the right to fund such poverty initiatives from other sources in addition to or in lieu of the annual Social Equity Funding allotment.

e. Large Scale Projects

Applications for large scale projects (generally greater than \$5,000 or multi-year initiatives) will be evaluated on an individual basis. In these cases, Council may require Municipal representation on a board, the development of an MOU and/or other reporting requirements etc.

6. APPLICATION PROCESS

The following outlines the application process:

A call out for applications will be issued by the Town in the months leading up to budget time. Community organizations will be encouraged to apply during this initial call out however applications can and will be received throughout the year and be considered based on budget availability.

Community groups may submit more than one application per year however Council will prioritize funding over a diverse collection of applications to ensure fairness and equity for all.

TITLE: Community Support Grants Policy
SECTION: All Town Departments
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- a) Applications - must submit the following information
 - i. A complete Community Grant Application
 - ii. a proposed budget for the project
- b) The Town of Amherst may request additional information as deemed necessary.

7. APPROVAL PROCESS

- a. For applications over \$1,000 staff will review applications, ensure requirements have been met and make recommendations to Council. Funding will be determined by council upon reviewing the proposal and recommendations from staff.

8. AUTHORITY OF THE CHIEF ADMINISTRATIVE OFFICER

The Chief Administrative Officer (CAO) may approve applications that are less than \$1000 provided such applications qualify in accordance with this policy. Council will be notified by email upon approval of each application and a media release will be issued to communicate the support provided by the Town under the application. A list of applications approved will be provided to Council quarterly. (March, June, September and December).

The CAO may waive the cost for Town owned facility rentals for organizations carrying out an event or service that satisfies the intent of this policy to a maximum of four rental waivers per year per organization.

9. PAYMENT PROCESS

For amounts over \$1,000 payment will be made at time of award.

10. CONDITIONS

- a. Grant recipients shall:
 - i. Make no misrepresentation on their application
 - ii. Use the grant as described in the application
 - iii. Use the funds in the year granted
 - iv. Council and/or the CAO may request an in-depth report for grants over \$5,000 at their discretion
 - v. Recipients from previous years who received over \$2,000 will be asked to complete a report detailing expenses and impact on the community or individual. This report will be sent prior to the call for applications each year. This report must be completed prior to the new application being considered.
- b. Grant recipients shall keep proper books of accounts and receipts of all expenditures related to the project and shall make them available for inspection by the Town of Amherst upon request.
- c. Non-compliance, in any aspect could result in no funding being awarded in the future year(s)

TITLE: Community Support Grants Policy
SECTION: All Town Departments
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- d. Grant recipients are required to acknowledge the financial support of the Town of Amherst in all advertising, publicity, programs and signage for which funds are granted
- e. If the event/project does not occur for any reason, all grant monies must be returned
- f. Grant recipients who fail to comply with these conditions may be required to return all or partial funds to the Town of Amherst and may be deemed ineligible for Community Support Grant funding in future years.

11. PUBLIC DISCLOSURE

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

TITLE: Community Support Grants Policy
SECTION: All Town Departments
POLICY NO: 72000-08

Application for Funding

Date: _____

REQUEST FOR FINANCIAL SUPPORT **REQUEST FOR IN-KIND FACILITY RENTAL**

1. ORGANIZATION INFORMATION:

Name of Organization: _____

Full Mailing Address: _____

Contact Person: _____

Email Address: _____

Telephone: _____

2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED \$ _____
 Total cost of program event or activity \$ _____

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

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

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

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

NAME	FUNDING IF ANY

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



TITLE: Community Support Grants Policy
SECTION: All Town Departments
POLICY NO: 72000-08

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director Community Living	To ensure adherence to the policy. Advise staff of Policy changes and create awareness in the community of policy changes.
Mayor and Council	Review and approve applications as required.
CAO	Ensure applications under \$1,000 are reviewed and decision made in accordance with policy.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Amendments to policy to collapse A fresh grants, streamline application process, increase CAO approval limit, inclusion of MAP requirements, rewording to ensure policy is more inclusive and promotes community well-being	Director Community Living, Bristol	Council	February 27, 2023
Amendment to policy to remove Deed Transfer reference from Poverty Funding. Rename Poverty Funding to Social Equity.	Director Community Living, Bristol	Council	April 24, 2023
Eliminate section 4 as it is exclusionary of other organizations; amend Section 9 Payment Process to eliminate the two phased payment approach as this is administratively time consuming and places undue pressure on community organizations; and amend Section 10 Conditions to include the reporting requirement for organizations who intend to reapply for future grants. This will allow for transparency on how funds are used and the impact on the community.	Director, Community Living, Bristol	Council	October 30, 2023

TITLE: Community Support Grants Policy
SECTION: All Town Departments
POLICY NO: 72000-08

Change the requirement to send applications to the social equity committees from will to may	Director, Community Living, Bristol	Council	March 24, 2025
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Minutes reference date: 23 September 2013 27 October 2014 21 May 2015 25 June 2018 24 September 2018
 28 October 2019 27 January 2020 25 October 2021 27 February 2023 24 April 2023
 30 October 2023 24 March 2025

TO: Mayor Small and Members of Council

SUBMITTED BY: Andrew Fisher, Director of Planning & Economic Development

DATE: October 20, 2025

SUBJECT: Affordable Housing – YMCA Funding Request

ORIGIN: Request from the YMCA of Cumberland for \$50,000 to help fund the development of class B drawings for a 36-unit development with affordable and mixed market apartments.

LEGISLATIVE AUTHORITY: MGA 57 *A municipality may (4) [...] provide direct financial assistance to a business for the purpose of increasing the availability of affordable housing in the municipality.*

RECOMMENDATION: That Council forward to the October 27, 2025 regular meeting, approval to contribute \$30,000 to the YMCA of Cumberland for development of Class B drawings of an affordable housing project at 1 Albion Street, to be funded from the Operating Reserve – Social Equity.

BACKGROUND: The YMCA of Cumberland has purchased land located at 1 Albion Street, at the corner of Crescent Avenue and Albion Street. An architectural firm has been engaged to develop the attached concept drawings for a 36-unit residential development, which will consist of two three-storey buildings. 70% of the units will be affordable and 30% will be market rate, which is the general ratio required to make the building capital and operating costs sustainable. To qualify for senior government construction funding, Class B drawings are required at an estimated cost of \$130,000. The YMCA is requesting a \$50,000 contribution from the Town to support this next stage of the project.

This request aligns with Council's strategic priorities, particularly in the areas of inclusivity and housing availability.

Priority Outcomes:

- **Housing Availability:** Deliver diverse housing opportunities across the full housing spectrum to meet the needs of a growing workforce and attract new residents.
- **Support for Affordable Housing:** Partner with and support organizations that develop affordable housing options.
- **Social Equity:** Prioritize developments that accelerate housing solutions for equity-deserving groups.





COMMITTEE OF THE WHOLE

CDR# 2025121

Date: October 20, 2025

DISCUSSION: Providing funding to help advance this project not only aligns with the Town's Strategic Plan, but also strongly supports both the current and future Municipal Planning Strategy policies by increasing housing opportunities in the downtown area. This part of town is particularly in need of redevelopment, and the proposed project would represent a significant and positive addition to the community.

FINANCIAL IMPLICATIONS: \$30,000 from the Operating Reserve – Social Equity.

SOCIAL JUSTICE IMPLICATIONS: This project provides housing for equity-deserving people.

ENVIRONMENTAL IMPLICATIONS: The project is infill development on existing services.

COMMUNITY ENGAGEMENT: A development agreement process will be required that will include public engagement.

ALTERNATIVES: Refuse the funding request or change the recommended amount.

ATTACHMENTS: 1) Letter of request; 2) Proposed development concept drawings





YMCA of Cumberland
PO Box 552 92 Church St.
Amherst, NS B4H 4A1
P: (902) 667-9112
E: info@cumberland.ymca.ca
W: ymcaofcumberland.com

October 15th, 2025

To the staff of the Town of Amherst,

We at the YMCA of Cumberland are writing to request support in our affordable housing development at 1 Albion St., in downtown Amherst. We have exhausted available predevelopment funding through multiple sources and require a Class B construction budget to apply for the necessary construction funds through the Canada Mortgage and Housing Corporation and the Province of Nova Scotia.

We need \$130,000 to move forward with our development but are asking for financial support in the amount of \$50,000 from the Town of Amherst. We are also continuing to explore other funding opportunities.

We understand the competing strategic priorities of the Town of Amherst but are acutely aware of the housing market shortage and hope that the Town of Amherst and Council would be willing to support our work towards developing 36 affordable and mixed market apartments. We are aware that the Town of Amherst was a recipient of the Housing Accelerator Fund and hope that this request would qualify for the use of some of those funds.

Thank you for your time and consideration in this request and for all the continued support we receive.

A handwritten signature in black ink, appearing to read "Aiden Kivisto".

Aiden Kivisto
Manager of Community Development
YMCA of Cumberland
(902) 669-0005
aiden.kivisto@cumberland.ymca.ca

cc. Trina Clarke, CEO
cc. Terry Farrell, Board Chair



July 11th, 2025

Aiden Kivisto | Manager of Community Development
YMCA of Cumberland
92 Church Street, Amherst, NS B4H 4A1
Via email: aiden.kivisto@cumberland.ymca.ca

Re: Architecture Design Consulting Services – 1 Albion St, Amherst, NS

Dear YMCA of Cumberland team:

It has been a pleasure working with you on this exciting project on 1 Albion St, Amherst, NS. With the completion of the feasibility study, we are excited to support the ongoing development of the project. We understand the anticipated project is a new construction consisting of two new construction buildings, located facing two streets Albion and Crescent street. Each building will include 1 lower level and 3 levels above grade, comprising a total of 36 residential units and 1 commercial unit. The development will also feature exterior on-site parking. For the next steps, we recommend the following phases/scope of work.

1.0 Scope Summary

Phase 1: Permit Drawings (Design Development-DD)

As the feasibility package has been accepted as the basis of design for the project. Building on this scope of work, the DD phase will focus on delivery of permit documents suitable for submission to the municipality for review and general engineering coordination.

Scope includes:

- Develop the building vertical and horizontal assemblies.
- Generate building code analysis with respect to NBC 2020 and NSBR.
- Unit layout refinement.
- Review design development as it relates to zoning and bylaw requirements.
- Identify points of entry and refine site layouts as it relates to adjacent grade.
- Coordinate with consultant engineers for submission of a wholistic building package.

Deliverables for this phase:

- Updated site plan.
- Documentation suitable for building permit including: cover sheet, code sheet, fire separation plans, assemblies, floor plans, elevations, enlarged units, building sections, wall sections, core plans, stair details, barrier free compliance, door schedules, window and curtain wall elevations if applicable, unit and finish schedule, interior elevations, millwork.
- We recommend zzap complete the building permit application. (fees paid by Client)

Phase 2: Pricing/Tender Documentation (Construction Documents-CD)

Once the building permit application has been submitted, the consultant team will proceed with advancing the document package toward tender package completion. Refer to the Schedule of Consultant Services and Client Responsibilities for anticipated tender package approach. All packages will have additional detail including material selections and construction details above and beyond what is needed for permit. It is recommended the design decision making process is complete prior to commencing this phase. This phase focuses on coordination and building detail execution, including:

- Construction details.
- Coordination with Engineering disciplines.

- Coordination with Client to refine details to suit preferred construction methods and cost control.
- Review of Class B Cost Estimate (by others).
- Building Code Review of 99% Tender submission for code compliance.

Phase 3: Tendering and Negotiation

This scope is in anticipation of contractor questions and suggestions associated with selected materials and assemblies. During this phase, our team will respond to questions, comments and minor substitution requests associated with the content featured in the permit/construction documents. Refer to the Schedule of Consultant Services and Client Responsibilities for anticipated tender package approach.

Phase 4: Construction Administration Phase Services (CA)

Construction Administration phase services include services required by the municipality and the profession. It is required by the municipality that we conduct a minimum number of site visits to review the progress of the work to satisfy the Letters of Undertaking. The objective of this phase is to observe that the construction work is in general compliance with the design intent featured in the drawings. This phase begins upon receipt of the first project RFI/Submittal, first site visit, or construction kickoff meeting (whatever comes first).

Required services include the following:

- Review the progress of the work on site and advise of any deficiencies. Monthly site visits and reports to be issued.
- Consultation with Client to review progress of the work.
- Provision of minor clarifications regarding the drawings to the Contractor and/or Construction Manager.
- Shop Drawing Review: To support continuity of design intent our team will review architectural shop drawings for all base building and interior elements.
- Respond to RFIs.
- Attendance at project construction meetings.
- Sign Letter of Undertaking (Municipal requirement).
- Provision of Recommendation of Substantial Completion Date (Date Building is useable for its intended purpose).
- Walk through and review of final deficiency list and recommendation of holdback.

2.0 Team Overview

The ZZAP team consists of the following staff members:

- Zahra Williams, NSAA – Principal in Charge and Project Architect
- QAQC: Mark Gammon – Director of Production or Adam Read – Director of Practice
- Marco Febres – Contract Administrator
- Production team. Varies based on phase of the project.

This proposal assumes our role as the Prime Consultant, with the exception of the Civil scope, for which we will act solely as the Coordinating Professional. The team of consultants are below and while zzap will not hold their contracts as they are contracting directly with the Client, we will collaborate and coordinate as a team.

- Structural: Delray Engineering Inc
- Electrical: MCW Maricor
- Mechanical: MCW Maricor
- Civil: Able Engineering Services Inc
- Building Energy + Sustainability Consulting – Vigilant

- Landscape Architect – TBD (if required)

3.0 Project Delivery

From a project delivery standpoint, our proposal is based on a Construction Management Approach (CM), CCDC 5B contract. Irrespective of the Client’s construction team or contract, which can be determined at a later date, the consultant responsibilities are outlined in the Schedule of Consultant Services and Client Responsibilities (attached).

4.0 Communication

Our communications will be restricted to the assigned Owner/Project Manager and the CM (if a CM team is selected). For the purposes of this proposal, it is assumed the consultant team will prepare one (1) complete permit set and one (1) construction package that includes all building disciplines, and the Owner/CM will divide and scope the project with the subtrades accordingly. As the Prime and Coordinating Professional Consultant, zzap will be responsible for coordinating the building engineering disciplines listed previously. The Client team Project Manager is required to communicate requirements to the design team, including zzap and all consultants and provide sign off on project decisions/direction.

5.0 Cost Control

We recommend an experienced quantity surveyor be engaged to provide cost validations before proceeding into each subsequent phase/scope. If estimates do not align with project budgets, there are generally 3 options:

1. Stop the project.
2. Increase the budget.
3. Reduce quality or scope of the project (or combination of 2 and 3).

The third option is often chosen, followed by a value engineering exercise. Early value engineering is more effective, so we’ve included it in the Schematic Design phase. Additional value engineering after the Schematic Design phase will be offered as an additional service, based on the complexity of changes.

6.0 Architectural Project Fees

Architectural Consulting Design fixed services:

Phase 1 – Permit Drawings (Design Development)	\$ 55,000.00
Phase 2 – Pricing/Tender Documentation (Construction Documents)	<u>\$ 35,000.00</u>
Phase 3 – Tendering and Negotiation	\$ 5,500.00
Phase 4 – Building and Development Permit Submission and Administration	\$ 3,500.00
Phase 5 – Planning Support	\$ 2,500.00
Architectural Subtotal before CA	\$ 101,500 + HST
Phase 6 – Construction Administration Phase Services	\$ 99,000.00
TOTAL ARCHITECTURAL	<u>\$200,500 +HST</u>

Engineering project fees (proposals included as Schedules for reference)	
Engineering Design Subtotal	\$110,775.00
Engineering Construction Administration sub total	\$39,445.00
Architectural and Engineering Design + CA Subtotal	<u>\$348,220 + HST</u>

During the Tender Phase, our level of effort included within our pricing is as follows:

- 4-6 weeks for the Tender Phase

During the Construction Phase, our assumptions on the level of effort included within our pricing is as follows:

- 18 visits to the site (1 visit per month. Time for travel included – mileage is an expense).
- Review of Shop Drawings (approximate 35 Shop Drawings).
- Construction duration is estimated at eighteen (18) months. The Construction Phase time period begins upon receipt of the first project RFI/Submittal, first site visit, or construction kickoff meeting (whatever comes first), and ends with the provision of Recommendation of Substantial Date.

Effort beyond the above indicated allowances is deemed Additional Services as outlined below.

The fees indicated in this proposal are valid for services completed and invoiced by December 31, 2027. Services provided beyond that date will be subject to an annual CPI adjustment using Statistics Canada Consumer Price Index, Annual Average, not seasonally adjusted for Halifax, Nova Scotia (All-items) with the base year of December 31, 2024.

OPTIONAL Additional Architectural Services

acceptable amended fee.

- Changes to drawings relating to Value Engineering following permit submission.
- Research into material substitutions for the benefit of schedule or cost after DD.
- Design changes that require changes to the construction documents after the Permit Drawings (Design Development) phase.
- Site visits other than the number identified above for the purposes of financing, progress claims etc.
- Any extension of the Construction Phase services beyond the estimated months indicated above will be billed at same monthly rate (subject to CPI adjustment) through to issuance of Letter of Substantial Completion.
- Additional Site Visits and / or Shop Drawings Reviews beyond the estimated amounts indicated above will be billed at the indicated unit rate.

If additional budget is needed on the above noted scope, we will advise with a new estimate to complete and receive your approval prior to proceeding.

Effort relating to the following tasks will be tracked and invoiced hourly or per mutually

7.0 Exclusions

The following items are excluded from the fees listed above:

- HST extra on fees indicated above
- Any extension of the Construction Phase services beyond the estimated months will be billed at the same monthly rate.
- Expenses: Expenses will be billed at cost plus a 5% mark-up. (refer also to consultant proposals for relevant expenses)
- After one year of notice to proceed, we reserve the opportunity to increase unbilled fees to match CPI should inflation rates exceed more than 2% annually. Figure to be as indicated by the Bank of Canada CPI rate.
- Printing costs: Other than for instruments of service, printing costs for tender documents are currently not included – these can be added to the reimbursable expenses if desired – otherwise, all deliverables will be electronic in .pdf format.
- Mileage will be billed at a rate of \$0.91 per Km.

- Please review individual Subconsultant proposals for additional hourly tasks, exclusions, expenses and hourly rates not included in the above fee.

The following services are considered outside of our scope of work:

- Permit application fees
- Processing and coordinating fees other than building permit
- Site survey (boundary and topographic information) (unless noted otherwise in attached consultant proposals)
- Wind study
- Geotech/environmental studies/hydrogeologist (unless noted otherwise in attached consultant proposals)
- Archeological investigations
- Marketing packages/branding
- Printing costs
- Staggered/sequential tender packages
- Interior design services
- Warranty period services
- Specialty consultants (energy modeler, lighting design, landscape architect etc.)
- Any variance, variation or appeal process with Town of Amherst

8.0 Amended Services

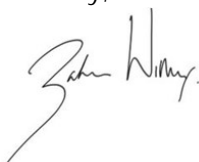
Any amendments to zzap's services, which zzap may be instructed to undertake, beyond the scope of work described in this proposal, will be charged in addition to the fees set out in this proposal, and will be addressed in one of the following ways:

1. For a schedule extension or increase of services already included in the scope of zzap's work, zzap will submit an Amended Services Work Order (ASWO), including a detailed scope and fee breakdown, for Client approval prior to commencing.
2. For a new scope of work, zzap will submit a new fee proposal, including a detailed scope and fee breakdown, for Client approval prior to commencing.
3. If urgency does not allow time for the preparation of a fee proposal or ASWO, or if Client approval of a submitted fee proposal or ASWO has not been received, but zzap is nonetheless instructed to proceed, the client will be invoiced for work completed, at the hourly rates in effect at the time of the work.

9.0 Closing

This proposal is open for acceptance for 120 days from date of issue. zzap appreciates the opportunity to present this proposal to you and look forward to reviewing it with you in more detail.

Sincerely,



Zahra Williams , NSAA, AANB, AAPEI, NOMA, MRAIC, AIA Assoc.
Principal,
zzap Consulting Inc.

I have read and accept this proposal, including the attached Schedule of Consultant Services and Client Responsibilities and attached Standard Terms and Conditions and authorize zzap to proceed with the workplan and fees outlined above.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

CUMBERLAND HOUSING DEVELOPMENT FEASIBILITY

Amherst, NS

March 31, 2025

YMCA OF CUMBERLAND



Table of contents

- 2 PLANNING SUMMARY
- 3 SITE PLAN
- 4 TYPICAL FLOOR PLANS
- 5 3D MASSING

DRAFT - FOR REVIEW ONLY
March 31, 2025



Site Overview

- **Location:** Crescent Avenue & Albion Street, Amherst, NS
- **PID:** 25009432
- **Land Area:** 0.17 ha (0.42 acres)
- **Zoning:** Downtown Commercial

Key Regulations for Concept Planning

1. Amenity Space

- **20 m² per unit** (unless a 6m² balcony is provided per unit)
- Can include: landscaped areas (<8% grade), patios, decks, indoor recreation rooms
- Excludes: parking areas, hallways, foyers

2. Tree Planting

- **1 tree (1.5m tall) per 50m²** of front yard not used for parking
- Existing trees can count if preserved

3. Building Spacing

- **6m minimum** between multi-unit buildings on the same lot

4. Corner Lot Design Standards

- **No blank walls on street frontages**
- Design features required (e.g., windows, decorative brick, wrap-around decks)

5. Parking & Driveways

- No parking between street & building
- Side Yard Parking frontage ≤ building frontage
- **1.5m landscaped bed + 1 street tree (50mm caliper) per space fronting street**
- Walkway (min. 1.5m wide) must connect parking to sidewalk
- **Driveways**
 - 1 two-way driveway per lot (or 2 for lots >75m frontage, spaced 30m apart)
 - **Min. setback:** 15m from intersections, 3m from side/rear lot line
 - Min. widths: **3m (one-way), 6m (two-way)**
 - Max. widths:
 - Residential: **5m (one-way), 8m (two-way)**

6. Parking Space Dimensions

- Min. **3m x 6m per space**

LEGEND

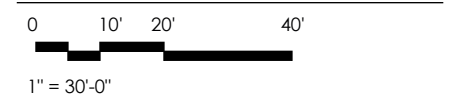
- PROPERTY BOUNDARY
- LOT SUBDIVISION BOUNDARY
- ▲ COMMERCIAL ENTRANCE
- ▲ RESIDENTIAL ENTRANCE
- ▲ VEHICULAR ENTRANCE

SITE STATISTICS

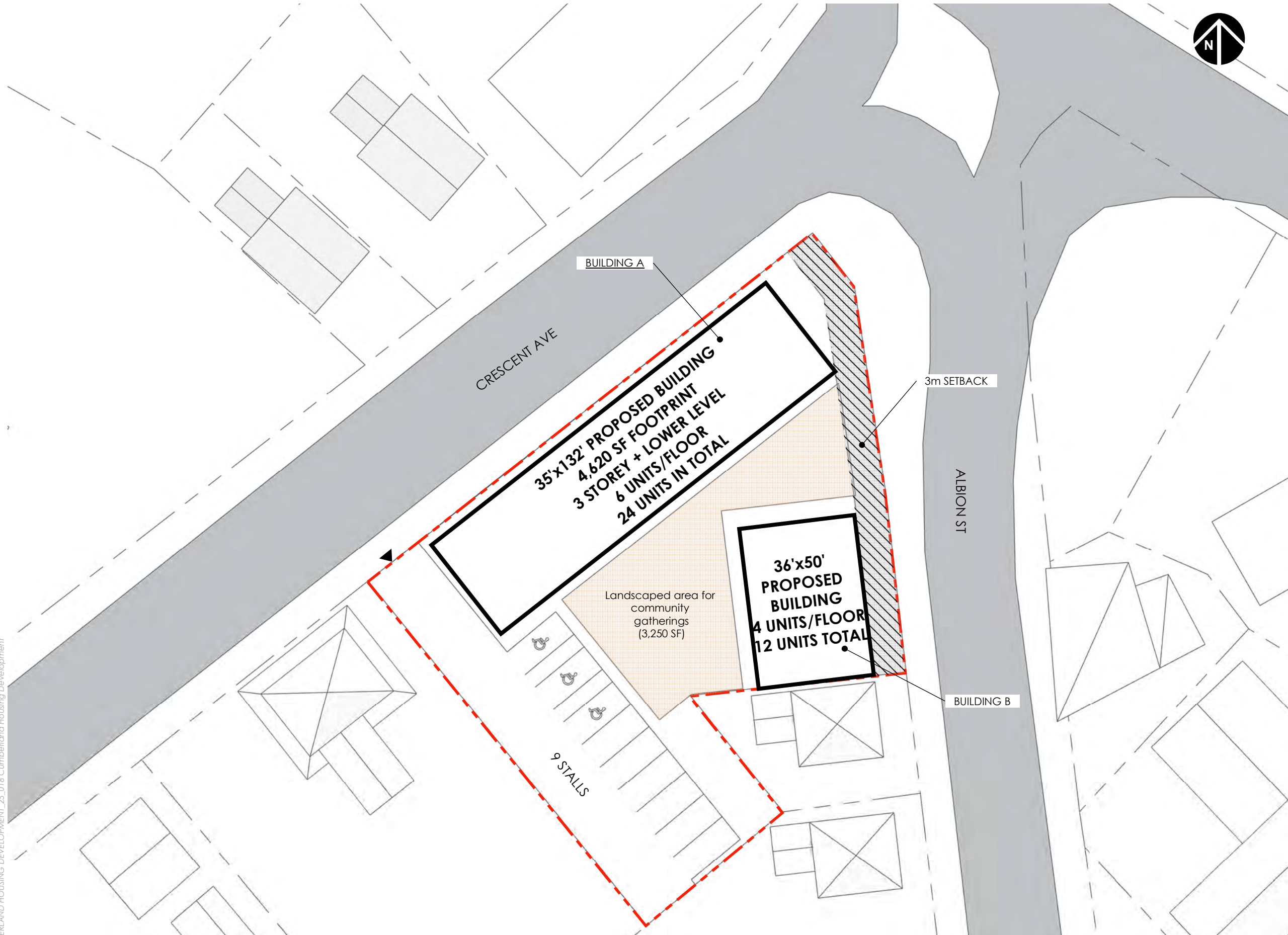
PID	25009432
ZONE	Downtown Commercial
LOT AREA	0.17 ha / 0.42 acres

NOTES

- Site subject to survey. Property lines and topographic features are approximate only.



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March 31, 2025



LEGEND

- - - - - PROPERTY BOUNDARY
- - - - - LOT SUBDIVISION BOUNDARY
- ▲ RESIDENTIAL ENTRANCE
- ▲ GRADE RELATED ENTRANCE

SITE STATISTICS

PID	25009432
ZONE	Downtown Commercial
LOT AREA	0.17 ha / 0.42 acres

BUILDING A STATISTICS

GFA PER FLOOR / SF	3	4,620
	2	4,620
	1	4,620
	Lwr Lvl	4,620
TOTAL GFA		18,480
AVG. UNIT SIZE		770 SF
TOTAL UNIT COUNT		24

Note: GFA includes corridor and stairs.

BUILDING B STATISTICS

GFA PER FLOOR / SF	3	1,800
	2	1,800
	1	1,800
	Lwr Lvl	1,800
TOTAL GFA		7,200
AVG. UNIT SIZE		450 SF
TOTAL UNIT COUNT		12

Note: GFA includes corridor and stairs.

DEVELOPMENT STATISTICS

TOTAL GFA	25,680
TOTAL UNIT COUNT	36

Note: GFA includes corridor and stairs.

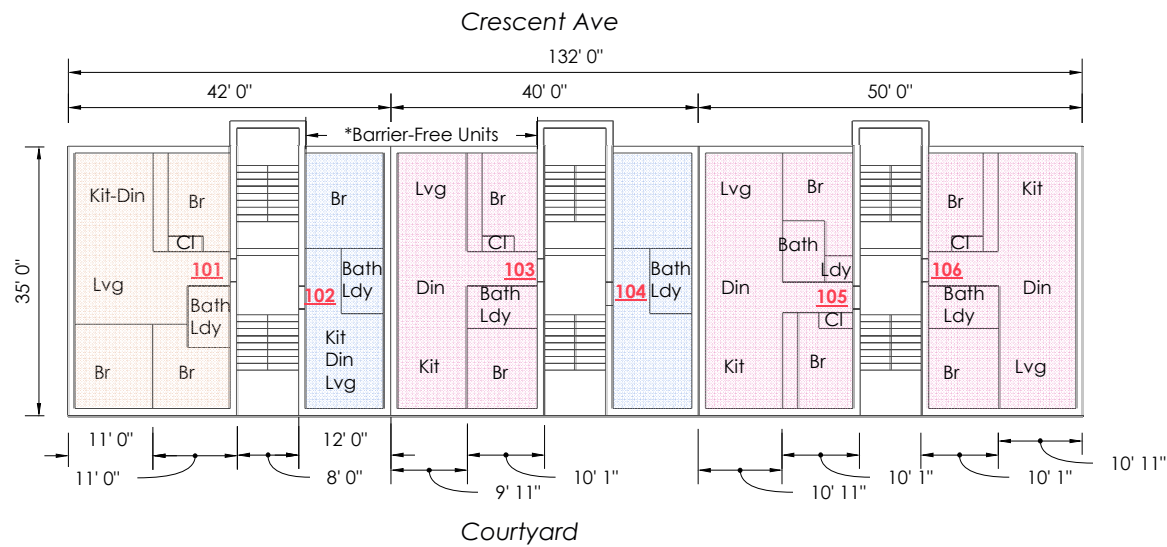
NOTES

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March 31, 2025

Building A - 35'x42' Modular block + 42'x32' Modular Block + 50'x32' Modular Block



Typical Floor Plan

- Notes:**
1. Fire rated partitions between suites and exits to be required.
 2. Two barrier-free units to be located on Level 1.
 3. A ramp should be consider to access to the barrier-free units.

Units per floor

Unit	Type	Area
101	3 Bedrooms	770 SF
102	1 Bedroom	420 SF
103	2 Bedrooms	700 SF
104	1 Bedroom	420 SF
105	2 Bedrooms	735 SF
106	2 Bedrooms	735 SF
Total		3,780 SF

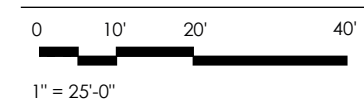
Unit Mix Total (4 Levels)

1 Bedroom	8
2 Bedroom	12
3 Bedroom	4
Total	24

Note: 2 barrier-free units to be located on Level 1.



Reference



LEGEND

- - - - - PROPERTY BOUNDARY
- - - - - LOT SUBDIVISION BOUNDARY
- ▲ RESIDENTIAL ENTRANCE
- ▲ GRADE RELATED ENTRANCE

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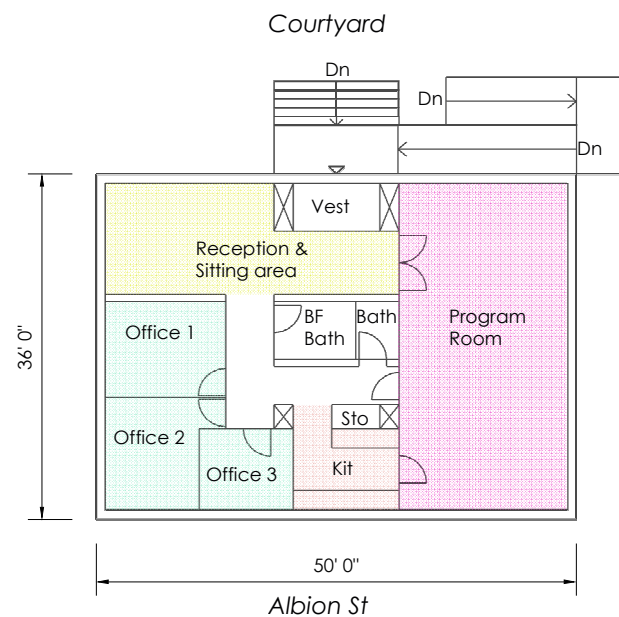
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Note: GFA includes corridor and stairs.

NOTES

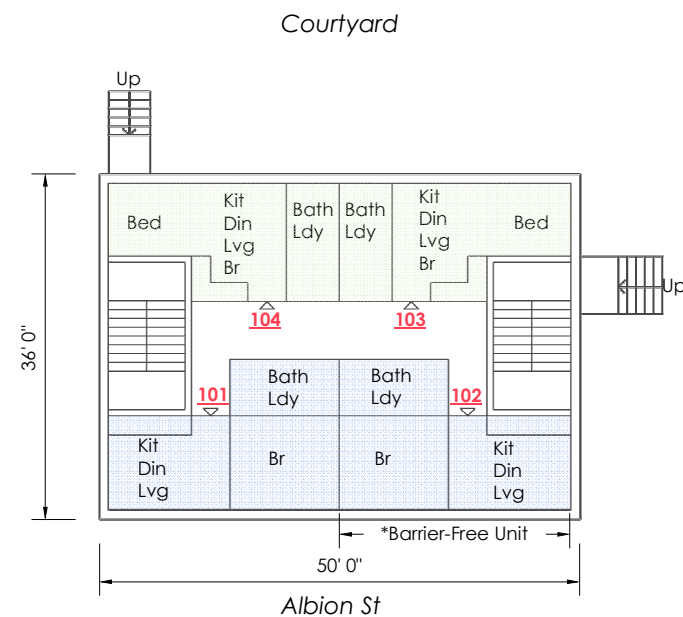
- Site subject to survey. Property lines and topographic features are approximate only.

Building B - Administrative Building + Supportive Housing



**Lower Level (YMCA Office)
1,800 SF**

- Notes:**
1. Fire rated partitions between suites and exits to be required.
 2. One barrier-free unit to be located on Level 1.
 3. A ramp should be consider to access to the barrier-free units.



Level 1-3

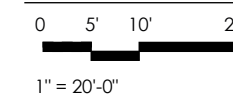
Units per floor

Unit	Type	Area
101	1 Bedroom	345 SF
102	1 Bedroom	345 SF
103	1 Studio	295 SF
104	1 Studio	295 SF
Total		1,280 SF

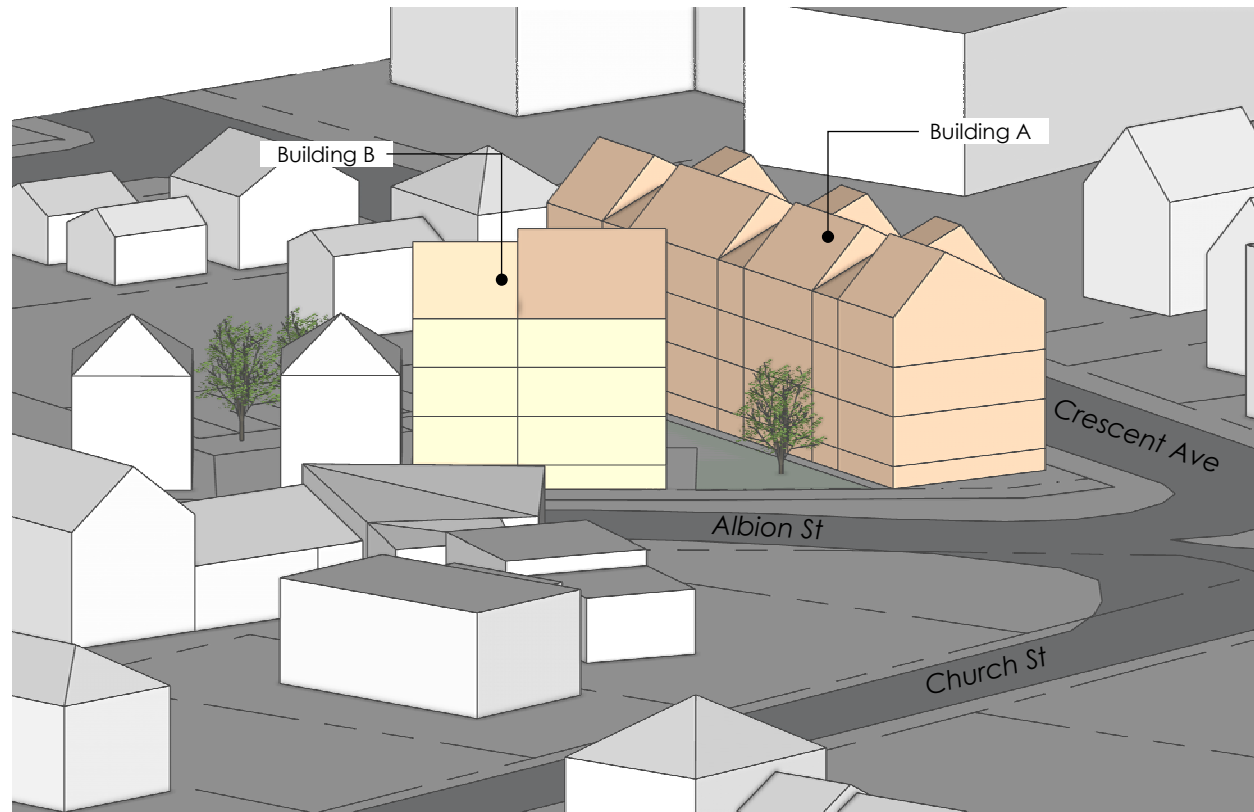
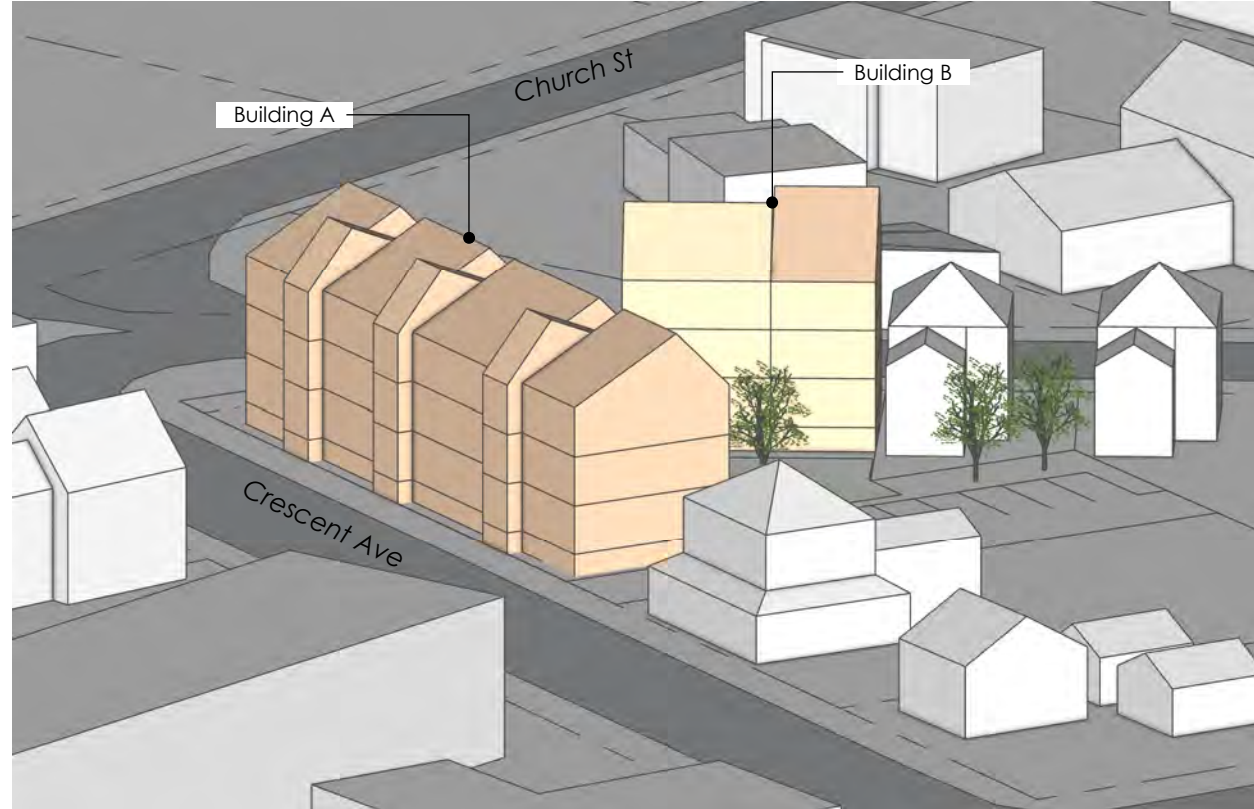
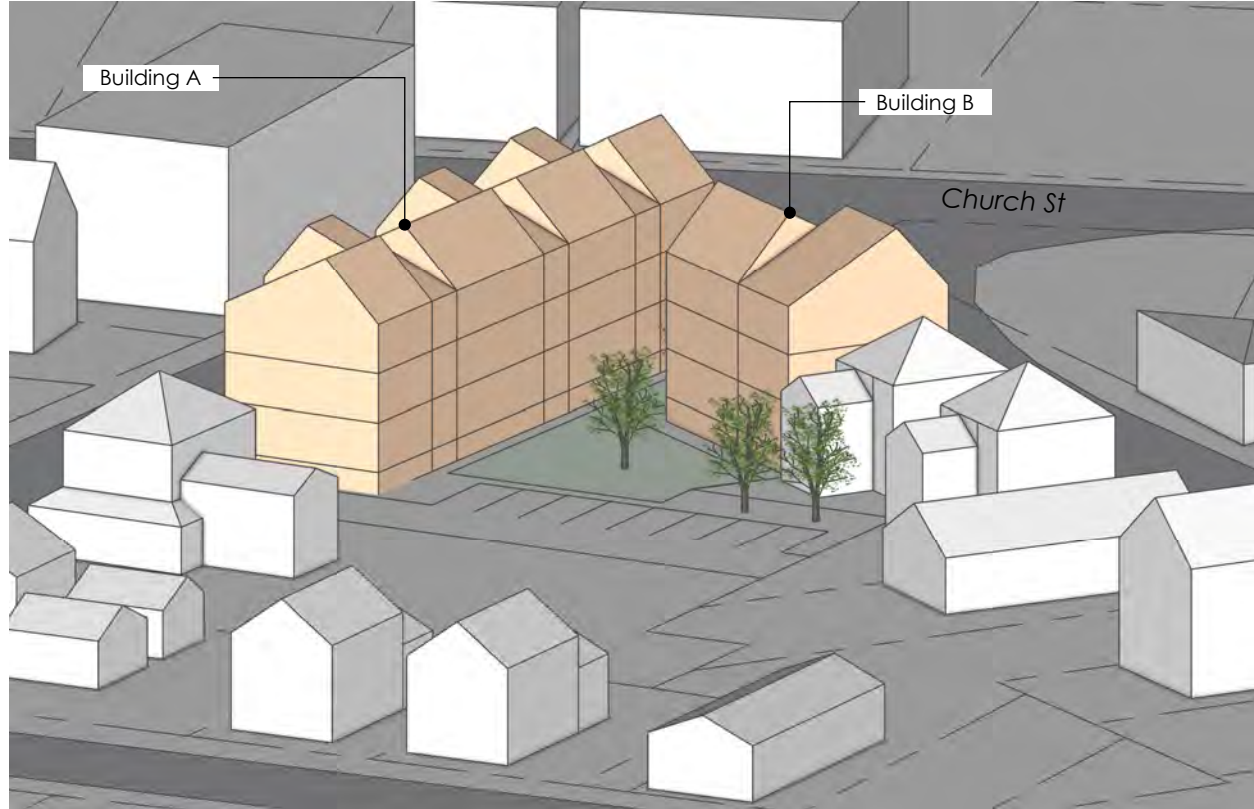
Unit Mix Total (3 Levels)

1 Studio	6
1 Bedroom	6
Total	12

Note: 1 barrier-free unit to be located on Level 1.



DRAFT - FOR REVIEW ONLY
March 31, 2025



LEGEND

- - - - - PROPERTY BOUNDARY
- - - - - LOT SUBDIVISION BOUNDARY
- ▲ RESIDENTIAL ENTRANCE
- ▲ GRADE RELATED ENTRANCE

SITE STATISTICS

PID 25009432
 ZONE Downtown Commercial
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TOTAL UNIT COUNT	36

Note: GFA includes corridor and stairs.

NOTES

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DRAFT - FOR REVIEW ONLY
March 31, 2025



2025-06-13

Aiden Kivisto (He/Him)
 Manager of Community Development
 YMCA of Cumberland
 92 Church Street, Amherst, NS B4H 4A1

Attention: Mr. Kivisto

RE: Request for Civil Engineering Design Fee – Proposed Commercial and Residential Development – Crescent Avenue and Albion Street, Amherst, Nova Scotia. PID 25009432

Further to your request, ABLE Engineering Services Ltd. (ABLE) is pleased to submit our proposal to complete civil design and construction services based on the Cumberland Housing Development Feasibility package provided by ZZAP Consulting on June 11, 2025.

List of Personnel

Based on the project scope (detailed below), we have designated the following of our experienced personnel to fulfill its requirements.

- Jeffrey Pinhey, P.Eng. M.ASc. – Senior Civil Engineer
Role: Senior Reviewer, Creative Strategist
- Marco Visentin, P.Eng., Civil Engineer
Role: Reviewer, Project Management
- Evan Fry, P.Eng., Civil Engineer
Role: Reviewer, Project Management & Civil Drafting Support
- John MacLeod, C.E.T., Civil Technologist
Role: Civil Drafting Support

ABLE Engineering Services Inc.

ableinc.ca

info@ableinc.ca
 1-833-756-8433

4073 Highway #3
 PO Box 959
 Chester, NS B0J 1J0

9153 Commercial Street
 New Minas, NS B4N 3E6

5209 St. Margaret's Bay Road
 Upper Tantallon, NS B3Z 1E3

Detailed Design Scope of Work:

1. Site Topographic Survey and Infrastructure Verification
 - a. Brief site topographic survey, including site feature identification and municipal infrastructure verification.
 - b. Obtain publicly available LiDAR elevation data, municipal infrastructure as-built data and GIS property boundary information, where available, to assist in overall engineering design
2. Detailed Site Servicing and Grading Design
 - a. Detailed engineering design drawings completed in accordance with the Municipality of Cumberland County Specifications. Including:
 - i. Proposed Site Grading Plan
 - ii. Proposed Site Service Plan
 - iii. Proposed Stormwater Management Plan (see item 3 below)
 - iv. Civil Details and Project Specific Notes
3. Detailed Stormwater Management Plan and Calculations
 - a. Detailed Stormwater Management Plan, including stormwater management controls required to balance pre and post stormwater runoff peak flows for 1:5, 1:10, 1:25, 1:50 and 1:100 year design storms. Stormwater management plan and calculations to be completed in accordance with the Municipality of Cumberland County Specifications.
4. Construction Support Services Allowance
 - a. During construction, we will provide consulting and periodic inspections services during construction as required by municipal specifications, as built preparation, and review/approval of shop drawings. Our inspection and consulting services are dependant on how long it takes the contractor to install and complete the civil works. Monthly invoicing will be used on actual time accumulated to provide necessary inspection and post-construction submissions as per municipal specifications.
 - b. Construction inspections will be carried out during regular daily working hours 8am-5pm. Construction inspections outside of daily working hours will be considered as an extra at our regular corporate rates listed below.
 - i. Consulting services during construction will be provided as required for coordination and as issues arise.

- ii. Periodic inspections for grading, site works and landscaping.

5. Post Construction Support and Closeouts

- a. Following substantial completion of construction, a final inspection and as-built topographic survey will be conducted.
- b. We will prepare as-built record drawing package, in accordance with the Municipality of Cumberland Specifications.

Please note that additional services may be requested by the Municipality of Cumberland County. Should such requests fall outside the scope defined herein, ABLE will provide a separate proposal for the additional work

Hourly Rates

- Senior Engineer - \$175.00 /hr
- Civil Engineer/Project Manager - \$125.00/hr
- Senior Technologist/Technician - \$100.00/hr
- Drafting and Inspection Support - \$90.00/hr

EXCLUSIONS

Our fee proposal is subject to the following limitations and exclusions:

- Work is limited to the project site only.
- Sizing of service laterals leaving buildings by others, however storm flow information will be shared if required.
- Construction layout services and location certificates for footings are not included in this cost proposal; however this is indeed a service we offer, and the fees for such work can be added upon request.
- The construction support services allowances are specified in the previous section. Maximum allowances are given in the fee structure for budget purposes. Invoicing will be based on actual hours used. If the proposed budgetary limits are reached, the client will be notified, and standard hourly rates will apply thereafter.
- ABLE is not responsible for performance by contractor, subcontractor, owner's own forces, suppliers, or anyone else engaged in delivery of the scope of the Work, whether sole-sourced or tendered, or their failure to carry out the Work in accordance with municipal/provincial standards.
- ABLE is not responsible for the acts or omissions of any other Consultant, Contractor, Subcontractor, Owner's own forces, or anyone else engaged in the delivery of the scope of Work.
- Miscellaneous project-direct expenses (if required) will be itemized and invoiced (without markup) to the Owner on regular, periodic project invoicing.
- The following items are specifically excluded from the proposed fee structure:
 - Wastewater or Water Capacity Studies (Downstream capacity)
 - Geotechnical consulting/engineering, structural or retaining walls, custom culverts/manhole designs
 - Landscaping Design
 - Materials testing/compaction testing
 - Leakage testing/deflection testing
 - Water main testing and sampling
 - Building-related design
 - Traffic planning or impact studies in areas adjacent to the project site, where and if required
 - Wastewater or Water Capacity Studies (Downstream capacity)

Specific Exclusions:

- Environmental assessment or studies (including wetland assessment/alteration and archaeological/historical assessments) outside of the scope outlined previously.
- Permits, permit/approval applications, and/or associated permit/application fees, land registration fees.
- Acting as the applicant of record or performance guarantor for any required approvals from the Authorities Having Jurisdiction.

ITEMS AVAILABLE UPON REQUEST

- Survey Construction Support (Layout)
- Location Certificate(s)
- Consolidation / Plan of Survey

FEES

Table 1: Fee Schedule for Design Scope of Work (Permit Application):

Item	Description	Cost
1	Site Topographic Survey and Infrastructure Verification (Permit)	\$2,000.00
2	Detailed Site Servicing and Grading Design (Permit)	\$6,000.00
3	Detailed Stormwater Management Plan and Calculations (Permit)	\$3,500.00
4	Project Management (Permit)	\$750.00
Σ	Total Estimated Cost Permit Design (Excluding HST)	\$12,250.00

Table 2: Fee Schedule for issued for construction drawing package (IFC):

Item	Description	Cost
1	IFC Drawings	\$2,500.00
2	Project Management	\$750.00
Σ	Total Estimated Cost Detailed Design (Excluding HST)	\$3,250.00

Table 3: Fee Schedule for issued for construction administration (CA):

Item	Description	Cost
1	Construction Support Services Allowance (assumes 7 days per building)	\$9,520.00
2	Post Construction Support and Closeouts	\$1,500.00
Σ	Total Estimated Cost Detailed Design (Excluding HST)	\$11,020.00

Notes:

1. Mileage and expenses are not anticipated to be incurred during the execution of this work.
2. Mileage at \$0.50/km and expenses at cost, will be added to progress and/or final invoices.
3. If additional site visits are required following the final inspection, they will be charged at a half day rate of \$500.00 for each additional visit.
4. The project will be progress invoiced monthly. Invoices will be accompanied by a Budget Status Report showing budgeted amounts, invoiced amounts, remaining budget amounts, etc.

GENERAL

This proposal is subject to ABLE Engineering Services Inc. Standard Terms of Reference as provided in **Schedule A**.

This proposal is valid for 15 days, after which, terms provided may need to be adjusted. Please be advised, the validity timeline of this proposal for any subcontractor fees (if applicable) may vary.

REQUIRED DOCUMENTS TO BE RETURNED

- Signed Letter of Authorization (attached)
- Completed Client Information Form (attached)

SCHEDULE

ABLE expects approximately 3 weeks to complete this Scope of Work upon receipt of a Purchase Order or confirmation, in writing to proceed with the work.

We trust this is the information you require. We appreciate the opportunity to quote work for your project. Please do not hesitate to contact us with any questions or concerns.

Very best,



Marco Visentin, P.Eng.

Letter of Authorization

I _____ accept this Proposal and the below Standard Terms and Conditions put forth by ABLE Engineering Services for the above quoted project.

I confirm, as a signatory, I have the authority to bind this agreement and that I understand that the signing of a portable document format (pdf) copy of this agreement and any amendments thereto shall have the same effect as the signing of an original. The parties agree that the retention of an electronic version of this agreement is permitted and subsequent production of an electronic version of this document shall be treated as if it was the production of an original signed copy.

Dated,

This day ____, of _____ (month), 20 ____.

Signature

Full Name (printed)

Title

ABLE Engineering Services Inc. (ABLE) and Client
Standard Terms and Conditions

1. **ENTIRE AGREEMENT.** The attached proposal together with this Schedule 'A' constitutes the entire agreement between the Client and ABLE (this "Agreement"). This Agreement supersedes all prior communications, undertakings and agreements, written or oral made between the parties. Amendments to this Agreement must be in writing, signed by both Client and ABLE.
2. **SITE INFORMATION AND ACCESS.** Client shall make available to ABLE all relevant information, data and documents under its control regarding past, present and proposed conditions of the work site. The information shall include, but not be limited to, plot plans, building design data, topographic surveys, hydrologic data and soil and geologic data including borings, field or laboratory tests and written reports.

The Client shall immediately transmit to ABLE any new or revised information, data or documents that become available. Client shall make all necessary arrangements to ensure ready and uninterrupted work site access for ABLE, its personnel and equipment throughout performance of this Agreement, at no cost to ABLE. ABLE will not be responsible for the accuracy of Client-provided information of any kind nor for the consequences of incorporating such information in the work

3. **FEES, DISBURSEMENTS AND EXPENSES.** Unless otherwise stated or agreed to in writing by ABLE and the Client, terms of payment for professional services, invoiced expenses and office disbursements shall be as presented on each invoice submitted by ABLE to the Client. Fees shall be charged at the hourly rates or for the stipulated price specified in the proposal. Fees shall be net of invoiced expenses and office disbursements. Sub-consulting fees shall be subject to a 10% markup by ABLE. Expenses such as hotel, travel, meals and the like shall be charged by ABLE to Client at cost.
4. **CHANGES.** Work beyond the scope of Services or redoing any part of the services through no fault of ABLE, shall constitute extra work and shall be paid for on a time and materials basis in addition to any other payment provided for in this Agreement. In the event ABLE's work is interrupted due to delays other than delays caused by ABLE, ABLE shall be compensated based on ABLE's current Fee Schedule for the additional labour and any other costs incurred associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for demobilization and subsequent remobilization. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by ABLE at the commencement of this Agreement, ABLE shall notify Client in

writing of the newly discovered conditions or circumstances and the impact on the Agreement. Client and ABLE agree to negotiate in good faith any changes to the price, terms and conditions, or schedule of this Agreement. Depending on the scope of additional work, ABLE

will either provide a formal estimate of these items or complete them on a time and materials basis at our standard fees.

5. **PERMITS AND UTILITIES.** Client shall obtain all required approvals, permits, licenses and access rights from municipal and other governmental authorities and utilities having jurisdiction over, or easements on the work site. The Client shall advise ABLE of the location of all underground utilities and structures at the work site. ABLE shall not be liable for any damages arising from the project being delayed as a result of the Client's failure to obtain all required approvals, permits, licenses, and access rights.
6. **TERMS OF PAYMENT.** Unless otherwise stated in the Agreement, invoices will be submitted by ABLE at its discretion on a period-by-period basis where a period constitutes not less than two (2) weeks and not greater than one (1) calendar month (28-31 days), or at the option of ABLE, upon completion of the services and will be due and payable on the invoice date.

Invoices will be considered past due if not paid within thirty (30) days thereafter (the "overdue date"). Invoices not paid before the overdue date shall bear interest at the rate of two percent (2%) per month, computed from the overdue date. In addition, any collection fees, legal fees, court costs and other related expenses incurred by ABLE in respect of the collection of delinquent invoice amounts shall be paid by Client.

7. **OWNERSHIP RIGHTS AND CONFIDENTIALITY.** All reports, drawings, plans, models, designs, surveys, photographs, specifications, computer files, field data, notes and other documents and instruments produced by ABLE shall be and remain the sole property of ABLE. ABLE shall retain all common law, statutory and other reserved rights therein, including copyright. ABLE hereby grants the Client a non-exclusive right and royalty-free license to use, disclose and reproduce the documents solely for the purpose of the Project. Client will not distribute or convey ABLE's reports or recommendations to any person or organization other than those identify in the Project description without ABLE's prior written authorization. Client releases ABLE from liability and agrees to defend, indemnify, protect and hold harmless ABLE from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. Information provided by either party with respect to the project's design, supplies, management, costs, description or other pertinent information are confidential. The parties agree not to disclose such information to third parties unless necessary to the project's execution or already a matter of public knowledge.

8. **STANDARD OF CARE.** In the performance of professional services, ABLE will use what degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities. ABLE makes no warranties, either expressed or implied, as to its professional services rendered under this Agreement. ABLE will perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the parties.
9. **INDEMNITY.** Notwithstanding any other provision of this Agreement, the Client agrees to indemnify, defend and hold harmless ABLE, its officers, directors, and subconsultants (collectively, "ABLE") against all damages, liabilities or costs including reasonable legal fees and defense costs arising out of or in any way connected with this Project or the performance of the services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by ABLE.
10. **INSURANCE.** ABLE will maintain professional liability insurance, commercial general liability insurance and automotive insurance throughout the term of this Agreement and for a period of at least one (1) year thereafter with the exception of automotive insurance.
11. **OPINION OF PROBABLE COST (COST ESTIMATES).** ABLE shall, where required, prepare an opinion of probable construction cost (construction cost estimate). The opinion of probable costs is presented on the basis of experience, qualifications and best judgment. It has been prepared in accordance with acceptable principles and practices of its industry. Market trends, non-competitive bidding situations, unforeseen labour and material adjustments and the like are beyond the control of ABLE and as such ABLE cannot warranty or guarantee that actual costs will not vary from the opinion provided.
12. **ENVIRONMENTAL LIABILITY.** Because Client owns and operates the site where work is being performed, Client has and shall retain all responsibility and liability associated with environmental conditions and protection, and shall be solely responsible for the handling and disposal of any bore samples, asbestos, or other toxic or hazardous materials, substances or products (collectively "Hazardous Waste") located on the worksite or generated on the site as a result of ABLE's performance hereunder. Client agrees to indemnify and save harmless ABLE from any claims, damages, or liability whatsoever arising out of the detection, presence, release, handling, removal or disposal of Hazardous Waste and other environmental contaminants or pollution on or about the worksite.
13. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ABLE, its officers, directors and employees or any of them to Client,

for any and all claims, losses, costs, demands, damages, including solicitors' fees, expert witness fees, and costs of any kind arising under or related to this Agreement of any services provided hereunder, whether based in contract or tort, shall not exceed the fees paid to ABLE under this contract, and shall be absolutely limited to the amount of any professional liability insurance that ABLE has available for the payment of such claims. All claims by Client shall be

deemed relinquished unless filed within one (1) year of full completion of the services rendered under this Agreement, or in the case of standing offer agreements, one (1) year after the end date of the Agreement. ABLE's liability shall be absolutely limited to direct damages arising out of the services provided under this Agreement and ABLE shall not be liable in any way for consequential or indirect loss, injury or damages of any kind incurred by Client, included but not limited to loss of profits, loss of income or loss of use of property. ABLE shall not be liable for any damages or costs arising out of the failure of any manufactured product, or any manufactured or factory assembled system of components, to perform in accordance with manufacturer's specifications, product literature or otherwise.

14. **DISPUTES.** Any dispute arising hereunder shall be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: (1) by negotiation between the technical and contractual personnel for each party; (2) by negotiation between executive or senior management of each party; (3) by submission to mediation; (4) by binding arbitration if both parties agree; or (5) litigation in the courts of the Province whose laws govern this Agreement, pursuant to Paragraph 19 hereof.
15. **DELAYS.** Client agrees that ABLE shall not be liable for any damages arising, directly or indirectly, from any delays due to causes beyond ABLE or the Client's reasonable control.
16. **RESPONSIBILITY.** ABLE is not responsible for the completion or quality of work that is dependent upon information provided by or services performed by the Client or third parties not under the direct control of ABLE. ABLE is not responsible for the acts or omissions or for any damages resulting from the actions of such party. ABLE does not assert control or assume responsibility for a Contractor not retained directly by ABLE or over a client's employees, work site, work methods or property.
17. **CONSEQUENTIAL DAMAGES.** ABLE shall not be liable for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement.
18. **JOBSITE SAFETY.** Client agrees that the responsibility for site safety and construction means and methods remains with the contractor, not the design professional.

19. **TERMINATION.** ABLE may terminate this Agreement upon at least ten (10) calendar days' notice to Client in the event that (a) Client fails to perform any of its obligations hereunder, including payment of fees for services, in a timely manner, or (b) the parties fail to promptly reach agreement on the compensation and schedule adjustments necessitated by requested changes to the scope of the work hereunder. In the event of such termination by ABLE, Client shall pay to ABLE, in addition to payment of for services hereunder to the time of termination

and reimbursable costs, all reasonable and necessary expenses of ABLE in connection with the orderly and safe termination of its services.

20. **INCONSISTENCY.** In the event that there is any inconsistency of contradiction between any of the provisions of the Proposal and the provisions of this Schedule 'A', then in such case the provisions of the Proposal shall prevail.

21. **ASSIGNMENT.** Neither Client nor ABLE shall assign its interest in this agreement without the prior written consent of the other.

22. **SOLICITATION.** Neither party ill, directly and indirectly, for a period of two (2) years from the expiration date of this Agreement, solicit for employment or any other engagement the services of any person who is now employed by the other Party or any affiliate, except in the course of general recruitment efforts.

23. **GOVERNING LAWS.** This Agreement shall be governed by the laws of, and any legal proceedings arising out of this Agreement shall be brought in a court of competent jurisdiction in, the province in which the work site is located, if applicable, and otherwise then by the laws of the Province of Nova Scotia.

24. **SEVERABILITY.** In the event that any provision or part of this Agreement shall be deemed void, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or parts of the provisions of this Agreement shall remain valid and enforceable.

PROPOSAL

Sustainability Consulting for YMCA Cumberland Housing Development

for: ZZAP Architecture + Planning

2025-07-12



Prepared by:



Village
Consulting

Kiefer MacKenzie

P.Eng., M.Eng., G.Dip., B.E.Sc., LEED AP BD+C

Founding Principal, Village Consulting Inc.

t. +1 437.291.4260 x1 | e. kiefer.mackenzie@villageconsulting.ca

Kristen Yee Loong

P.Eng., LEED AP BD+C

Principal, Village Consulting Inc.

t. +1 437.291.4260 x3 | e. kristen.yeeloong@villageconsulting.ca



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Cover Letter

Zahra Williams
Principal
ZZAP Architecture + Planning
1 Canal St, Dartmouth, NS B2Y 2W1
t. +1 902.266.2069 | e. zahra@zzap.ca

Re: Proposal for Sustainability Consulting for YMCA Cumberland Housing Development

Dear Zahra;

Thank you for the opportunity to provide a proposal to support ZZAP Architecture + Planning with Sustainability Consulting for YMCA Cumberland Housing Development. This is an exciting initiative that we look forward to taking part in. We understand the project includes development of two structures totalling ~2,385 m² and providing ~36 housing units in Amherst, NS. We will support the project with the following services:

Energy Consulting

- For building code, high-performance best practices, and any applicable funding programs.
- Includes parametric analysis (in schematic design) to support design decision making.
- Assumptions: Though the project consists of two structures we assume they will be submitted as a single package for relevant funding programs. Two submissions may be required for building code.

Lifecycle Cost Analysis (LCCA) [OPTIONAL]

- Engagement of the Energy Consulting scope is a prerequisite for LCCA.
- Development of a lifecycle cost analysis utilizing energy analysis outputs (operating costs) and cost consultant outputs (capital costs) to inform best-value design decision making.
- Exclusions: Development of capital costs is not included in this scope and shall be provided by the existing project cost consultant.

Village Consulting is a team of sustainability experts passionate about both reducing the environmental impact and improving the user experience of the built environment. Our team has worked with institutional, municipal, and commercial entities across Canada to deliver 200+ projects including sustainable & healthy-building design & construction support, energy & carbon modelling, climate risk & resiliency assessment, lifecycle carbon & cost analysis, operational & municipal policy development, portfolio decarbonization planning, funding applications & fuel-switching studies, and more.

Please do not hesitate to contact us to discuss further. We hope to be working with you soon.



Service Fees

Phase	Energy Consulting	LCCA
Schematic Design	\$12,000.00	\$5,000.00
Design Development	\$7,000.00	-
Construction Docs.	\$10,000.00	-
Bidding & Negotiation	-	-
Construction Admin.	\$5,000.00	-
Post Construction	\$2,000.00	-
Total (excluding tax):	\$36,000.00	\$5,000.00
Sales Tax (14%):	\$5,040.00	\$700.00
Total (including tax):	\$41,040.00	\$5,700.00

Acceptance (initial): _____

Notes:

- The above service fees are in Canadian dollars (CAD).
- Fees include anticipated expenses. Additional agreed expenses will be charged at cost plus 5%.
- Our rate for additional hourly work is \$200 / hr.
- Terms and conditions follow.

Thank you for considering Village Consulting.
Should you have any questions or require further information please do not hesitate to contact us.

Sincerely,

Kiefer MacKenzie

P.Eng., M.Eng., G.Dip., B.E.Sc., LEED AP BD+C

Founding Principal, Village Consulting Inc.

t. +1 437.291.4260 x1

e. kiefer.mackenzie@villageconsulting.ca

I hereby accept the scope of work, fees, terms, and conditions described within this proposal:

Name: _____

Role: _____

Organization: _____

Signature: _____

Date: _____



Terms & Conditions

GENERAL

Village Consulting Inc. (the Consultant) shall provide the Services specified in the preceding proposal for this Work in accordance with the following terms of engagement. This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any other proposal, contract, purchase order, requisition, notice-to proceed, or like document. No change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is made in writing, dated, and made part of this Agreement.

STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with the Consultant's services. The Consultant may, at its discretion and at any stage, engage sub consultants to perform all or any part of the Services.

OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by the Consultant are made on the basis of information available to the Consultant and on the basis of the Consultant's experience and qualifications. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') means and methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost the Consultant prepares.

CONSTRUCTION PROCEDURES

The Consultant's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing the work in accordance with applicable contract documents. The Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions contained with the work and shall not manage, supervise, control or have charge of construction. Further, the Consultant shall not be responsible for the acts or omissions of the contractor or other parties on the project.

INVOICES

Invoices for the Services rendered will be issued monthly in accordance with the proposal. All Invoices will be payable in Canadian Dollars and will be due and payable by the Client within thirty (30) days of the date of issuance without hold back. Interest on overdue accounts will be charged at a rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law.

The Consultant's compensation shall not be tied to the Client's receipt of payment from any other Parties. In the event

undisputed portions of the Consultant's invoices are not paid when due, the Consultant reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

GOVERNING LAW

This Agreement is to be governed by the laws of the location (nation, province, territory, etc.) where the Consultant's services are rendered.

TERMINATION

The Client or Consultant may terminate the Agreement without cause, by giving thirty (30) days written notice. The final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs the Consultant incurs as a result of commitments that had become firm before termination, and for reasonable profit for services performed.

SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term of condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

LIMITATION OF LIABILITY

The Consultants' total liability to the Client for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including the Consultant's professional negligent acts, errors, or omissions, shall not exceed the amount of any professional liability insurance the Consultant may have available at the time such claims are made. The Client hereby releases and holds harmless the Consultant from any liability above such amount. No claim shall be brought against the Consultant in contract or tort more than two (2) years after the Services were completed or terminated under this engagement.

INTELLECTUAL PROPERTY AND DATA

The Consultant retains the property and copyright of all documents and tools prepared by or on behalf of the Consultant in connection with the Services rendered in this Agreement and Services previously rendered. These documents may not be used on any other project without the prior written agreement of the Consultant. The Consultant has the unrestricted right to make use of any non-identifying data collected by the Consultant during provision of the Services per the Agreement.

DISPUTE RESOLUTION

Any dispute between the Client or the Consultant as a result of the Work shall be referred to a mediator for structured non-binding negotiations on a without-prejudice basis. If a mediated settlement cannot be found within a period of thirty (30) days, the dispute shall be referred to and resolved by arbitration.



July 7, 2025

Project No.00125

Zzap Architecture
1 Canal St
Dartmouth, NS
B2Y 2W1

Attention: Marco Febres

Re: Structural RFP – Cumberland Housing Project, Amherst, NS Building A, 24 Unit 3 storey plus basement conventional wood framed on concrete frost walls

Structural design & drafting

Structural design and drafting for the above noted apartment building as per supplied description of the building.

Price is based on the following:

- A geotechnical report approving the site for conventional footings.
- Specifications to be included on drawings, does not include for a separate NMS specification package.
- There are no decks.
- Bearing walls will stack from basement floor to 4th floor.
- Fee does not include shoring if required, or review of adjacent buildings if they are affected by this proposed building.

For the above, we propose a fee of \$14,000.00 plus HST.

Please add \$1,000+HST to the fee if the wood components are panelized.

Price is subject to change after 60 days.



Structural Contract Administration (Tender & Construction Phase):

Structural Site Reviews/Sign-offs

Site visits as required by the municipality prior to or during construction, including review of the work and preparing site review reports, in order to sign off that the project has complied with the construction drawings.

The following site reviews will be required:

Visit 1 – Foundation / footings / lower level

Visit 2 – Second floor

Visit 3 – Third floor / roof

Any additional work that is required as a result of the site review to correct or modify structure will be in addition to the cost of the site visit and report.

Depending on project progress, some of these may occur at the same time, and thereby economize costs. Some may require multiple visits. Work found to be deficient will need to be re-reviewed.

**For the above, we propose a fee of \$900 plus HST per site visit.
Additional visits, with prior approval - \$900 plus HST per visit.**

It is the responsibility of the client, either directly or through the general contractor/project manager to provide these dates to us. These dates should be communicated 1 week in advance to allow for scheduling of site reviews, and to avoid delaying the project.

Note: Site visits are not for bank draws, that is an additional cost if reviews for progress reporting for a financier (bank letters) is required.

As required by the City, following a site review for compliance with the structural drawings, preparing a Certificate of Substantial Completion and compliance:

A fixed fee of \$1,000 plus HST.

This proposal is to be read in conjunction with the proposal for the 12 unit 3 storey building dated July 7, 2025.



Cost for structural contract administration over a 12 month period for the two buildings, is **\$10,000 plus HST**. This includes, but not limited to:

- Meetings.
- Tender phase services.
- Work required to resolve construction issues that may arise.
- Responding to contractor's questions or assisting with the interpretation of drawings or documents.
- Providing additional details or documents to the contractor.
- Preparation of change order documentation (which may be required by the Authority Having Jurisdiction (AHJ) for anything affecting permit conditions).
- Coordination of recording 'as-built' conditions (if applicable and is required by the AHJ).

If the construction period extends over 12 months, then additional services will be billed at hourly rates as follows: \$165 plus HST (engineer) / \$105 plus HST (technologist).

Summary of costs for the two buildings is as follows:

Summary Building A	
Item	Fee (+HST)
Design & Drafting (per building)	\$14,000
Panelized Add-on (if needed)	\$1,000
Site Visits (3 est.)	\$2,700
Substantial Completion Cert.	\$1,000
	\$18,700



Summary Building B	
Item	Fee (+HST)
Design & Drafting (per building)	\$9,000
Panelized Add-on (if needed)	\$800
Site Visits (3 est.)	\$2,700
Substantial Completion Cert.	\$800
	\$13,300

Combined (2 buildings lump sum)	\$32,000
Contract admin (12 months): <small>(Beyond 12 months: billed at hourly rates above)</small>	\$10,000
TOTAL	\$42,000

Pricing will need to be adjusted if the construction of the two buildings is phased.

Payment schedule is as follows:

- 100% at issued for permit drawing submission
- Site visits / contract admin. will be billed monthly.

Yours truly,

Delray Engineering Inc.

Stephen Brigham, M. Eng., P. Eng.



July 7, 2025

Project No.00125

Zzap Architecture
1 Canal St
Dartmouth, NS
B2Y 2W1

Attention: Marco Febres

**Re: Structural RFP – Cumberland Housing Project, Amherst, NS Building B 12
Unit 3 storey plus basement conventional wood framed on concrete frost walls
Structural design & drafting**

Structural design and drafting for the above noted apartment building as per supplied description of the building.

Price is based on the following:

- A geotechnical report approving the site for conventional footings.
- Specifications to be included on drawings, does not include for a separate NMS specification package.
- There are no decks.
- Bearing walls will stack from basement floor to 4th floor.
- Fee does not include shoring if required, or review of adjacent buildings if they are affected by this proposed building.

For the above, we propose a fee of \$9,000.00 plus HST.

Please add \$800+HST to the fee if the wood components are panelized.

Price is subject to change after 60 days.



Structural Contract Administration (Tender & Construction Phase):

Structural Site Reviews/Sign-offs

Site visits as required by the municipality prior to or during construction, including review of the work and preparing site review reports, in order to sign off that the project has complied with the construction drawings.

The following site reviews will be required:

Visit 1 – Foundation / footings / lower level

Visit 2 – Second floor

Visit 3 – Third floor / roof

Any additional work that is required as a result of the site review to correct or modify structure will be in addition to the cost of the site visit and report.

Depending on project progress, some of these may occur at the same time, and thereby economize costs. Some may require multiple visits. Work found to be deficient will need to be re-reviewed.

**For the above, we propose a fee of \$900 plus HST per site visit.
Additional visits, with prior approval - \$900 plus HST per visit.**

It is the responsibility of the client, either directly or through the general contractor/project manager to provide these dates to us. These dates should be communicated 1 week in advance to allow for scheduling of site reviews, and to avoid delaying the project.

Note: Site visits are not for bank draws, that is an additional cost if reviews for progress reporting for a financier (bank letters) is required.

As required by the City, following a site review for compliance with the structural drawings, preparing a Certificate of Substantial Completion and compliance:

A fixed fee of \$800 plus HST.

Refer to proposal for the 24 unit 3 storey dated July 7, 2025, for costs for contract administration.



Payment schedule is as follows:

- 100% at issued for permit drawing submission
- Site visits / contract admin. will be billed monthly.

Yours truly,

Delray Engineering Inc.

Stephen Brigham, M. Eng., P. Eng.



30 Duke Street, Suite 1
Truro, Nova Scotia
B2N 2A1

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Fax (902) 893-3670
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Principals
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T. DULENTY P.Eng.
R. PENNER P.Eng.
S. STOTT P.Eng.

Associates
B. BELLEFLEUR P.Eng.
S. ERB C.E.T.
L. GOGUEN P.Eng.
A. LONG
S. MOWERY P.Eng.
S. PERRY RCDD
K. RICHARD



REDUCING OUR CLIENTS'
ENVIRONMENTAL
FOOTPRINT



June 13, 2025

EMAIL: marco@zzap.ca

Marco Febres
zzap architecture + planning
1 Canal Street
Dartmouth, NS

Dear Marco,

**Reference: Mechanical & Electrical Engineering Services Proposal
Cumberland Housing Development – New Build
New Minas, NS (MCW 14-25-067-P)**

MCW Maricor is pleased to provide you with this proposal for engineering services for the above referenced project.

1.0 BACKGROUND AND PROJECT DESCRIPTION

Per the Request for Proposal (RFP) dated June 10, 2025, forwarded by your office, we understand the project to consist of a 36 Unit mixed use development with 2 buildings and main level commercial spaces.

2.0 PROJECT TEAM

<i>Staff</i>	<i>Role</i>
Ross Penner, P.Eng.	Project Manager/Mechanical Engineer
Tim Dulenty, P.Eng.	Electrical Engineer
Hannah Singer, CET	Electrical Technologist
Hayden Yorke, E.I.T.	Mechanical Engineer in training

SCOPE OF WORK

MCW Maricor will provide the following services for this project:

- a) Provide Mechanical (HVAC), Plumbing and Fire Protection, Electrical construction documents (plans and specifications) for bid and construction.
- b) MCW Maricor will coordinate with the project team and other sub-consultants.
- c) MCW Maricor will attend required design meetings.
- d) MCW will review construction progress and attend site review meetings.

- e) MCW will provide required compliance documentation for the Municipal building permit application and occupancy permit.
- f) Note: Energy Modeling for funding application is not included in this proposal.

MECHANICAL (HVAC) DESIGN SERVICES WILL INCLUDE:

- Determine fresh air and exhaust air ventilation requirements.
- Heating and cooling load calculations.
- Develop layout of all heating, ventilation, and air conditioning systems.
- Review placement and acoustical concerns of any mechanical units with the Architect and Owner.
- Mechanical Room design with all clearances and equipment.

PLUMBING DESIGN SERVICE WILL INCLUDE:

- Develop layout of new sanitary drainage and potable water systems.
- Provide proposed selections of all plumbing fixtures to owner for approval prior to final design.
- Design for domestic water entrance and accessories.
- Design for domestic water heating.

FIRE PROTECTION DESIGN SERVICES WILL INCLUDE:(IF REQUIRED)

- Design sprinkler system layout to suit architectural layout, wet pipe system.
- Design to include entrance details, sprinkler head layout, standpipes, and associated fire lines.
- Outline specifications for design build sprinkler contract.
- Coordinate fire alarm interface with electrical system with the Electrical Engineer.
- Design fees exclude hydraulic calculations and final pipe sizing.

ELECTRICAL DESIGN SERVICES WILL INCLUDE:

- Lighting and controls design.
- Service Entrance details.
- Branch power distribution to suit individual areas.
- Owner's equipment and mechanical equipment connections.
- Main electrical room design with all equipment and clearances.
- Solar system design for net zero.

CONSTRUCTION ADMINISTRATION SERVICES WILL INCLUDE:

- Review of shop drawings.
- Responding to Requests for Information (RFIs).
- Change Order (CO) creation and review.
- Three (3) site visits, including a report to review the work completed to the construction documents, as required by the Building Code.
- Form 12s at completion of project.



3.0 BASIC SERVICES ENGINEERING FEE AND EXPENSES

We offer for your consideration our design fees plus applicable taxes as follows:

<i>Task/Design Services</i>	<i>Mechanical</i>	<i>Electrical</i>
Permit	\$ 12,750.00	\$ 10,100.00
Issued For Construction	\$ 6,375.00	\$ 5,050.00
Construction Administration	\$ 6,375.00	\$ 5,050.00
Total	\$ 25,500.00 +HST	\$ 20,200.00 +HST
Fire Protection (if required)	\$ 3,800.00 +HST	

The engineering fee stated above will be invoiced monthly, based on a lump sum, percent complete basis, by task.

REIMBURSABLE EXPENSES

We have included reimbursable expenses such as outside printing, telephone, mileage, travel, and accommodations in the above noted fee.

4.0 PROJECT ASSUMPTIONS

This proposal is based on the following assumptions:

1. Client will provide electronic backgrounds in AutoCAD® compatible file format, including reflected ceiling plans, and required site plans.
2. Client will provide equipment lists and cut sheets with complete electrical power and communication requirements, water, drainage, air and fuel connections.
3. Client will provide special lighting, switching, or dimming requirements.
4. All construction cost estimates will be provided by others.



5.0 OPTIONAL SERVICES

Certain additional services (listed or otherwise) can be provided on an “as requested” hourly basis and invoiced monthly, at the listed per diem rates.

Hourly Rates for Professional Services

Senior Engineer	\$140.00/hr.	Senior Designer	\$110.00/hr.
Intermediate Engineer	\$120.00/hr.	Senior Design Tech	\$100.00/hr.
Junior Engineer	\$100.00/hr.	Intermediate Design Tech	\$ 90.00/hr.
		Junior Design Tech.	\$ 85.00/hr.
Senior CAD Operator	\$ 80.00/hr.	Construction Administration	\$110.00/hr.
Intermediate CAD Operator	\$ 75.00/hr.	Administration	\$ 55.00/hr.
Junior CAD Operator	\$ 60.00/hr.		

If requested or required, the following services can also be provided as an optional service:

1. Energy Modeling.
2. Printing tender packages.
3. Project scheduling during construction.
4. Full-time site inspection.
5. Environmental and hazardous materials assessment.
6. Expansion of the scope of this project.
7. Preparation of revisions to the contract documents after submission of the contract documents, caused by design changes initiated by others.
8. Value Engineering.
9. Fire pump system design.
10. Preparation of record drawings.
11. Emergency generator design.
12. Attend weekly meetings.
13. Specialty computer room fire protection system.
14. Extensive technical assistance during the commissioning stage of the Mechanical (HVAC), Electrical, and Plumbing, (M/E/P) systems.



6.0 STANDARD TERMS AND CONDITIONS

Please refer to the enclosed *Professional Services Terms and Conditions*.

Invoices will be sent to clients each month for the prior month and payment is due within 30 calendar days of invoice date. Overdue invoices are subject to interest at prevailing rates.

If you are in agreement with the above scope and fee, including the enclosed *Terms and Conditions*, please sign below and return a copy of this letter to our office so that we may begin the work immediately.

Thank you for this opportunity to present this proposal. If you have any questions, or need additional information, please feel free to call.

Sincerely,

Ross Penner, P.Eng.
Principal I Senior Mechanical Engineer

Enclosure(s)

Accepted by **zzap architecture + planning**

Signature

Date

Name

Title

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The following Terms and Conditions are attached to and form part of the Proposal for Professional Services (Proposal Number: 14-25-067-P) to be performed by MCW Consultants Ltd. and together, when the CLIENT authorizes MCW Consultants Ltd. to proceed with the service, constitute the AGREEMENT.

DESCRIPTION OF WORK: MCW Consultants Ltd. shall render the services described in the PROPOSAL (hereinafter called the "SERVICES") to the CLIENT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions or the PROPOSAL, or SERVICES to be provided there under, shall be binding unless hereafter made in writing and signed by the CLIENT and MCW Consultants Ltd. In the event of any conflict between the PROPOSAL and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT.

COMPENSATION: Payment in respect of the SERVICES is due to MCW Consultants Ltd. within 30 calendar days from the date upon which MCW Consultants Ltd. delivers an invoice to CLIENT. Interest will accrue on overdue accounts at 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Interest shall apply at the rate and in the manner described above on the settlement amount of claims between CLIENT and MCW Consultants Ltd. from the date on which the amount would have been due and payable under this AGREEMENT, had it not been in dispute, until the date it is paid. Unless otherwise noted, the fees in this AGREEMENT and the PROPOSAL do not include any value added, sales, or other taxes that may be applied by federal, provincial or local government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate in writing a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party by hand, email, or sent by pre-paid courier. The provisions of this clause shall not apply in relation to the service of any document in connection with litigation, proceedings, suits or actions.

ADDITIONAL SERVICES: The following services are not part of the Basic Services unless they have been specifically included in the fee proposal letter. MCW Consultants Ltd. would be pleased to discuss any of the following items with regard to additional services and fees if such additional services are required:

1. Additional work required by a change of scope or by design changes by other disciplines after our drawings or design for that portion of work has been substantially completed;
2. The provision of construction review services outside normal working hours.
3. Detailed cost reviews for progress claims and change notices,
4. Revisions to our drawings required by the Contractor's equipment or construction methods and schedule.
5. Revisions to our drawings for Client or Tenant improvements.
6. Participation in "Value Engineering Analysis" sessions.
7. Preparation of "record" Mechanical & Electrical drawings detailing changes made during construction. Such drawings show work constructed by others and are in part based on information supplied by others. As such, MCW cannot assure their accuracy, and thus is not responsible for the accuracy of record drawings or for any errors or omissions which may have been incorporated into them as a result.
8. Electronic file copies of drawings are an extra service and are available only under strict limitations and conditions, except as necessary for coordination with other consultants; and,
9. Performing services normally performed by other consultants. Examples include, but are not limited to:
 - civil/site services
 - energy modelling;
 - IBC;
 - BIM, Revit Projects.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. Except in relation to a breach of CLIENT's payment obligations in this Agreement, if either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the

non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of MCW Consultants Ltd. invoices when due shall constitute a material breach of this AGREEMENT and, upon written notice to CLIENT, MCW Consultants Ltd. may, at its option, suspend or terminate this AGREEMENT and the provision of the SERVICES. In the event of termination arising from CLIENT's breach of its payment obligations in this AGREEMENT, the duties, obligations and responsibilities of MCW Consultants Ltd. are automatically terminated. On termination by either party, whether or not for cause, the CLIENT shall forthwith pay MCW Consultants Ltd. all fees and charges for the SERVICES provided to and including the effective date of termination.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, MCW Consultants Ltd. will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

INDEMNIFICATION: The CLIENT releases MCW Consultants Ltd. from any liability and agrees to defend, indemnify and hold MCW Consultants Ltd. harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to legal fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, even if contributed to by the joint or concurrent negligence, strict liability, breach of statutory duty, liability for defective equipment, whether or not resulting from pre-existing conditions, of MCW Consultants Ltd..

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the CLIENT may have against MCW Consultants Ltd. and any of its affiliates, under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to where claims are covered by insurance, and if applicable by any additional insurance – to the amount of such insurance, or where claims are not covered by insurance, and if applicable, by any additional insurance – the amount of MCW's fees. No claim in contract or tort may be brought against MCW Consultants Ltd. more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against MCW Consultants Ltd. and not against any of MCW Consultants Ltd.'s employees, officers or directors.

MCW Consultants Ltd.'s liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and MCW Consultants Ltd. shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits, loss of markets, loss of prospective economic advantage or benefit, punitive or aggravated damages.

ENVIRONMENT: MCW Consultants Ltd. is not responsible for:

1. discovery, reporting, analyses, evaluation, presence, handling, removal or disposal of mould, toxic or hazardous substances or materials in any form at the Client's project site;
2. advice of independent experts respecting the exposure of persons, property, or the environment to mould, toxic or hazardous substances or materials in any form at the Client's project site; or
3. selection of independent experts engaged by the Client or Contractor as applicable.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mould substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, MCW Consultants Ltd. knowingly encounters any such substances, MCW Consultants Ltd. shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mould substances and the necessary abatement and/or removal work recommended by such qualified specialist is fully complete. The CLIENT agrees to release and waive all claims, including consequential damages, against MCW Consultants Ltd., its sub-consultants and their officers, directors and employees arising from or in any way connected with the existence of mould on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold MCW Consultants Ltd. harmless from and against all claims, costs, liabilities and damages, including legal fees (on a solicitor and its own client basis) and costs, arising in any way from the existence of mould on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of MCW Consultants Ltd.. MCW Consultants Ltd. and the CLIENT waive all rights against each other for mould damages to the extent that such damages sustained by either party are covered by insurance.

INTELLECTUAL PROPERTY RIGHTS: All of the documents prepared by or on behalf of MCW Consultants Ltd. in connection with the PROJECT are instruments of service for the execution of the PROJECT. MCW Consultants Ltd. retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of MCW Consultants Ltd. In the event MCW Consultants Ltd.'s documents are subsequently reused or modified in any material respect without the prior consent of MCW Consultants Ltd., the CLIENT agrees to defend, hold harmless and indemnify MCW Consultants Ltd. from any claims advanced on account of said reuse or modification.

Any document produced by MCW Consultants Ltd. in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of MCW Consultants Ltd., which may be withheld at MCW Consultants Ltd.'s sole and absolute discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the AGREEMENT, and will only be authorized pursuant to the conditions of MCW Consultants Ltd.'s standard form reliance letter.

MCW Consultants Ltd. cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold MCW Consultants Ltd., its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of MCW Consultants Ltd., are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without MCW Consultants Ltd.'s written consent, which may be withheld at MCW Consultants Ltd.'s sole and absolute discretion.

FIELD SERVICES: MCW Consultants Ltd. shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for the failure of any contractor or subcontract to carry out the work in accordance with the contract documents. MCW Consultants Ltd. shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

Field review is performed at the sole discretion of the Consultant to observe whether or not the work of a contractor retained by the Client is being carried out in general conformity with the intent of the Consultant's construction documents, applicable codes and permits.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the Province of Nova Scotia in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or MCW Consultants Ltd., the CLIENT and MCW Consultants Ltd. shall attempt to resolve

any dispute between them arising out of or in connection with this AGREEMENT by entering into structured nonbinding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

FORCE MAJEURE. If either CLIENT or MCW Consultants Ltd. is delayed in or prevented from carrying out any of its obligations under this Agreement due to an event beyond such party's control, which event shall not be deemed to include a lack of finances or labour disturbances, stoppages, strikes, lock-outs or other industrial actions, that party shall be excused from performance of such obligation for as long as and to the extent that the prevention or delay lasts. This is provided that the party affected gives the other as much advance notice of such circumstances as is practicable, uses all reasonable endeavours to minimize the effect of such event and resume its obligations hereunder, and in any event shall have notified the other in writing within seven days of discovery of such circumstances, identifying the same and indicating the anticipated period and Services (if applicable) affected. A party affected by such circumstances shall use all reasonable endeavours to minimize the extent and duration of their effect on this AGREEMENT.

WAIVER. Any waiver by MCW Consultants Ltd. of any breach of, or any default under, any provision of the AGREEMENT by CLIENT shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the AGREEMENT.

ASSIGNMENT: The CLIENT and MCW Consultants Ltd. shall not, without the prior written consent of the other party, which consent shall not be unreasonably withheld, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof, provided however that MCW Consultants Ltd. may without such consent assign any of its rights and/or obligations under the AGREEMENT in whole or in part to any affiliate of MCW Consultants Ltd., as defined in the Business Corporations Act (*Nova Scotia*).

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and MCW Consultants Ltd.

CAPITALIZED TERMS: Capitalized terms used but not defined herein, including the "Consultant", "Contractor" and "CLIENT", shall bear the same meaning as given to those terms in the Proposal.

OTHER: The above Terms and Conditions are in general compliance with the *Association of Consulting Engineers of Canada Agreement*. From time to time this *Agreement* may be utilized and relied upon by mutually agreed revisions of the said Terms and Conditions, by the Client and MCW Consultants Ltd.

Accepted: _____

(Signature of Client)

(Print Name)

Dated: _____

TO: Mayor Small and Members of Amherst Town Council

SUBMITTED BY: Jason MacDonald, Chief Administrative Officer

DATE: October 20, 2025

SUBJECT: Council Conference Attendance and Professional Development Policy
10530-33 Amendments

ORIGIN: Council attendance at meetings or functions not included in the Policy.

LEGISLATIVE AUTHORITY: MGA sections 47 and 48 authorize council to make, amend and repeal bylaws and policies

RECOMMENDATION: That Council forward to the October 27, 2025, regular meeting, approval of the amendments to the Council Conference Attendance and Professional Development Policy.

BACKGROUND: In order to make it clear that Councillors may attend out of town functions or meetings in addition to conferences and educational opportunities staff are recommending changes to the policy.

DISCUSSION: Staff have reviewed this policy and are recommending amendments to section 9 to include educational courses or other learning opportunities, and a new section 10 which would require members of Council wishing to attend functions or meetings not included in the policy to submit the request to the Mayor who may approve it provided reimbursable expenses are less than \$500 and the function or meeting is relevant to the municipality.

FINANCIAL IMPLICATIONS: The expenses related to Council conference attendance and professional development are captured each year as part of the operating budget process.

COMMUNITY ENGAGEMENT: No community engagement at this time; if Council approves the amendments the amended policy will be posted on the Town's website.

ENVIRONMENTAL IMPLICATIONS: No environmental implications to amending this policy.

SOCIAL JUSTICE IMPLICATIONS: No social justice implications to amending this policy.

ALTERNATIVES: 1. Direct staff to make other amendments. 2. Do not amend the policy.





COMMITTEE OF THE WHOLE

CDR# 2025117

Date: October 20, 2025

ATTACHMENTS: Council Conference Attendance and Professional Development Policy
10530-33 with amendments



TITLE: Council Conference Attendance and Professional Development
SECTION: Executive Office
POLICY NO: 10350-26

APPROVAL DATE: May 23, 2023

CAO Signature: _____

PURPOSE:

To set out policy and guidelines for effective professional development for the Mayor and members of Council to ensure proper representation at national and provincial conferences and to allow a fair and equitable schedule for participation at these conferences by the members of Council, including the Mayor. In addition, the policy will also provide for appropriate professional development for the Mayor and members of Council.

POLICY STATEMENT:

1. Staff will prepare a list of known conferences and professional development opportunities for Council, including locations, as information becomes available. Typically, this would include Federation of Canadian Municipalities (FCM) annual conference, Nova Scotia Federation of Municipalities (NSFM) spring conference, NSFM fall conference, the Atlantic Mayors' Congress, the Canadian Association of Police Governance (CAPG) conference, and the joint conference of the Nova Scotia Chiefs of Police Association (NSCPA) and Nova Scotia Association of Police Governance (NSAPG).
2. Members of Council will submit conference attendance requests to the Clerk. Staff will compare these requests to the approved attendance in Section 3 of this policy and advise Council accordingly.
3. To ensure adequate representation and appropriate opportunities for Mayor and members of Council to attend, the following maximum numbers will apply and will be included in the annual operating budget:
 - a. NSFM spring conference –three members of Council;
 - b. NSFM fall conference – all members of Council;
 - c. FCM annual conference – three members of Council
 - d. Atlantic Mayors' Congress – Mayor or Deputy Mayor
 - e. CAPG national conference – one member of the Amherst Board of Police Commissioners, not necessarily a Council member
 - f. NSCPA/NSAPG fall conference – all three members of Council on the Amherst Board of Police Commissioners
4. In cases where more members of Council wish to attend an event than is permitted as per paragraph 3 above, Council shall determine which members will be authorized to attend.

TITLE: Council Conference Attendance and Professional Development
SECTION: Executive Office
POLICY NO: 10350-26

5. All members of Council will be permitted to attend the NSFM spring conference when it is in the Cumberland Region.
6. All members of Council will be permitted to attend the FCM Annual Conference when it is held in the Maritime Provinces.
7. Each member of Council will be provided the opportunity to attend at least one FCM conference or conference other than those listed in paragraph 3 during their four-year term as long as the content of the conference supports the strategic direction of Council, and attendance has been approved by Council.
8. The Mayor may attend one conference other than those listed in paragraph 3 per year.
9. Members of Council wishing to attend other conferences, or workshops, **educational courses or other learning opportunities**, not included in paragraph 3 **of this policy**, will submit the request to Council for approval, ~~Members of Council wishing to take educational courses or other learning opportunities not listed in this policy will submit the request to Council for approval,~~ **provided there are budgeted monies for same, and the content is considered relevant to municipal government.**
10. **Members of Council wishing to attend functions or meetings not included above may request to do so to the Mayor, who may approve the request provided reimbursable expenses are less than \$500 and the function or meeting is relevant to the municipality.**
11. Where budget allows, the Town will support members of Council interested in participating in the NSFM / AMA Leadership Education Modules. Information on these modules will be provided to Council by the Clerk as it becomes available.
12. For all members of Council attending a conference or workshop on behalf of the Town of Amherst, a brief written report describing the purpose and results achieved must be submitted to Council for information within 60 days of the date of the conference or workshop.

TITLE: Council Conference Attendance and Professional Development
SECTION: Executive Office
POLICY NO: 10350-26

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Clerk	Ensure Mayor and Council are adhering Adhere to the requirements of the policy.
Mayor / Council	Approve requests for additional learning opportunities as per Section 9 and 10 of the policy.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
<ol style="list-style-type: none"> Housekeeping amendments to reflect current names of current Boards. Add Section 11 to include additional learning opportunities. 	Clerk, LeBlanc	Council	May 23, 2023
Add language to sections 9 and 10 to clarify other educational / learning opportunities, and the requirement for Mayor/Council to approve attendance when costs are above \$500.	Clerk, LeBlanc	Council	

Minutes reference date: 24 April 2017 23 May 2023



COMMITTEE OF THE WHOLE

CDR# 2025113

Date: October 20, 2025

TO: Mayor Small and Members of Council

SUBMITTED BY: Sharon Bristol, Director, Community Living

DATE: October 20, 2025

SUBJECT: Arts and Culture Policy Amendments

ORIGIN: Policy and Bylaw Review.

LEGISLATIVE AUTHORITY: MGA sections 47 and 48 authorize council to make, amend and repeal bylaws and policies

RECOMMENDATION: That Council forward to the October 27, 2025, regular meeting approval of the amendments to the Arts and Culture Policy.

BACKGROUND: As part of the monthly review of policies and bylaws staff have reviewed the Arts and Culture Policy last updated January 2007.

DISCUSSION: Staff reviewed the existing policy and have determined the bulk of the policy is well written and continues to reflect the commitment of the Town to support initiatives surrounding Arts and Culture in our community. Staff have been working with several community groups over the last several years to promote, develop and offer support in the establishment of activities, events and incorporation of nonprofits to enhance the arts in Amherst. Such work includes support to CANSA, The Chignecto Arts Council, Indigenous Affairs, The Great Amherst Cultural Society, etc. This work is continuously ongoing.

FINANCIAL IMPLICATIONS: There are no financial implications to this decision.

SOCIAL JUSTICE IMPLICATIONS: Approving the amendments to this policy shows commitment by the Town of Amherst to improve our overall vibrancy while showing all aspects of Inclusion, Diversity and Equity in all our functions.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications to this decision.

COMMUNITY ENGAGEMENT: Ongoing through surveys, focus groups and work with committees.

ALTERNATIVES: 1) Do not approve the recommended amendments.

ATTACHMENTS: Policy with proposed amendments.



TITLE: Arts and Culture Policy
SECTION: Recreation and Cultural Services - General
POLICY NO: 72000-04

APPROVAL DATE: _____ **CAO Signature:** _____

PURPOSE:

The Town of Amherst recognizes that arts and culture contribute to the quality of life of its citizens. The Town also recognizes that a strong and active cultural environment promotes a sense of identity and belonging and serves as an opportunity for tourism and the generation of economic impacts both directly and indirectly.

The Town is committed to ensuring that our citizens have an awareness of arts and culture, artistic achievement, cultural diversity and our unique heritage, and that it is reflected to our citizens and to the world, through our businesses, buildings, facilities ~~and programs~~, **programs and initiatives**.

POLICY STATEMENT:

The Town of Amherst will support the development of arts and culture in the areas of community development, visual and performing arts and cultural activities, as appropriate, and as resources allow.

OBJECTIVES

- Increase public awareness and appreciation of arts and culture through utilizing the promotional tools currently available.
- Encourage access to arts and cultural activities through the development of new tools for promotion and marketing
- Support and encourage the development of partnerships with the business community to help promote visual arts in their workplace, buildings and other work environments. Partnerships between government, business, associations, individuals and the arts community will enhance the development and provision of arts activities, and access to the arts.
- Recognize achievement in arts and culture. Creativity, innovation, and excellence should be valued, supported and celebrated as essential elements of arts community development.
- Encourage, properly maintain and promote art in the public domain ~~., such as the Amherst Mural Project.~~
- Provide encouragement, information and opportunities for artists and cultural groups to strengthen their administrative, marketing, technology, and management skills. (See ~~Policy 72000-03 Grants to Organizations~~ **72000-08 Community Support Grants Policy**).

TITLE: Arts and Culture Policy
SECTION: Recreation and Cultural Services - General
POLICY NO: 72000-04

- Preserve, use and promote Amherst’s unique history and heritage, both built and cultural.
- Work cooperatively with other levels of government, educational bodies, and associations, to further develop arts and culture in Amherst.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director, Community Living	Ensure policy is adhered to and make recommendations for change as needed
CAO	Ensure any amendments suggested are reviewed by Council on a timely basis

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Remove the reference to the Amherst Mural Project, as well as the reference to the Grants to Organizations Policy and replacing it with the Community Support Grants Policy	Director, Community Living	Council	

Minutes reference date: January 22, 2007

TO: Mayor Small and Members of Council

SUBMITTED BY: Krista Crossman, Director of Human Resources

DATE: October 20, 2025

SUBJECT: Corrective Action Policy

ORIGIN: Council priority to review all policies and bylaws.

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

RECOMMENDATION: That Council forward to the October 27, 2025, regular meeting, the new Corrective Action Policy #04000-16 for approval.

BACKGROUND: The Town's approach to managing employee performance and conduct has largely been guided by practice rather than policy. This policy was developed to clearly outline expectations, ensure consistency and reinforce our commitment to a fair and respectful workplace.

DISCUSSION: The new Corrective Action Policy sets the foundation for how the Town will approach performance and conduct concerns, emphasizing fairness, accountability, and early support.

A companion procedure has also been developed that outlines the detailed steps for applying these principles in practice. This policy & procedure approach ensures that the policy provides direction on the purpose and principles, while the procedure provides flexibility for day-to-day operational application.

FINANCIAL IMPLICATIONS: There are no financial implications.

COMMUNITY ENGAGEMENT: No community engagement is required. All department Directors have reviewed the draft policy and been given the opportunity to provide feedback as part of the internal consultation process.

ENVIRONMENTAL IMPLICATIONS: No environmental implications.

SOCIAL JUSTICE IMPLICATIONS: The policy promotes fairness, transparency, and equity in managing performance and conduct, ensuring all employees are treated consistently and respectfully.



ALTERNATIVES:

1. Accept recommendation to adopt the new Corrective Action Policy
2. Direct staff to develop alternative corrective action framework

ATTACHMENTS:

Policy No. 04000-16, Corrective Action Policy

TITLE: CORRECTIVE ACTION POLICY
SECTION: HUMAN RESOURCE MANAGEMENT
POLICY NO.: 04000-16

APPROVAL DATE: _____ **CAO Signature:** _____

PURPOSE

The Town of Amherst is committed to fostering a high-performing, respectful, and accountable workplace. This policy establishes the mandate for a clear, fair, and progressive system of performance and conduct management designed to clarify expectations, support employee development, and ensure compliance with our organizational standards.

SCOPE

This policy applies to all employees of the Town of Amherst. For unionized employees, the terms of the applicable collective agreement shall take precedence in the event of any conflict.

GUIDING PRINCIPLES

All corrective actions and performance management activities undertaken by the Town shall adhere to the following core principles:

Fairness and Due Process: Actions must be proportional, applied consistently, and respect the employee's right to respond and provide context.

Progressive Approach: The process will emphasize early intervention, coaching, and development to support improvement before formal disciplinary action is taken.

Clarity and Accountability: Expectations, concerns and potential consequences must be communicated clearly and respectfully.

DELEGATION AND RESPONSIBILITY

The Chief Administrative Officer (CAO) is authorized to develop, implement, and maintain a detailed Corrective Action Procedure. This procedure shall outline the specific step-by-step framework necessary to operationalize the principles set forth in this policy.

The procedure will be managed by the Human Resources department.

CONFIDENTIALITY

All matters related to performance management and corrective action will be managed with discretion and confidentiality. Information will be shared only with individuals who require it to perform their role.

TITLE: CORRECTIVE ACTION POLICY
SECTION: HUMAN RESOURCE MANAGEMENT
POLICY NO.: 04000-16

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Chief Administrative Officer	The CAO will: <ul style="list-style-type: none"> a. Authorize and delegate maintenance of a Corrective Action Procedure b. Serve as the final approval authority for all formal disciplinary actions and for all formal appeals
Directors/Managers	Directors/managers will: <ul style="list-style-type: none"> a. Uphold the guiding principles of this policy by promptly addressing performance and conduct concerns b. Ensure the fair, consistent application of the Corrective Action Procedure
Human Resources	Human resources staff will: <ul style="list-style-type: none"> a. Support management by providing guidance, ensuring policy compliance, and developing necessary training and support resources.
Employees	Employees will: <ul style="list-style-type: none"> a. Meet established standards for performance and conduct in the workplace b. Engage constructively in all feedback and improvement efforts required by the Correct Action Procedure

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
New Policy	Director, Human Resources	Council	

Minutes Reference Date:

TITLE: CORRECTIVE ACTION PROCEDURE
DEPARTMENT: HUMAN RESOURCE MANAGEMENT
POLICY NO: 04000-16P

APPROVAL DATE: _____

CAO Signature: _____

PURPOSE

The Town of Amherst is committed to fostering a high-performing, respectful, and accountable workplace. This procedure establishes a clear and consistent framework for addressing employee performance or conduct concerns through a progressive and constructive approach. The goal of this framework is not to punish, but to clarify expectations, support improvement, and maintain organizational standards.

SCOPE

This procedure applies to all non-union employees. For unionized employees, applicable provisions of the collective agreement shall take precedence.

CORRECTIVE ACTION FRAMEWORK

This is a step-based process that may include one or more of the following stages. Steps may be repeated, omitted, or accelerated depending on the nature and severity of the concern.

1. Informal Coaching

The first step in addressing minor issues is typically a documented conversation between the employee and their manager. This is not disciplinary in nature, but is intended to clarify expectations, provide feedback, and offer support.

2. Verbal Reminder

A verbal reminder is a formal conversation regarding continued or more significant concerns. It includes:

- A clear description of the issue.
- Expected changes in behavior or performance.
- Notification that continued issues may result in further corrective action.
- Documentation of the conversation is retained by the manager but is not placed in the employee's personnel file unless it is a repeated offense.

3. Written Reminder

A written reminder is issued when informal measures have not led to improvement or when the issue is of a more serious nature. The letter will include:

- A summary of the concern(s).

TITLE: CORRECTIVE ACTION PROCEDURE
DEPARTMENT: HUMAN RESOURCE MANAGEMENT
POLICY NO: 04000-16P

- Previous efforts to address the issue.
- Required corrective action and timeline.
- Potential consequences of non-compliance.
- A copy is placed in the employee's personnel file.

4. Final Step/Formal Review

This step may be taken if:

- The employee fails to demonstrate sustained improvement following a written reminder, or
- The conduct or performance issue is serious enough to warrant immediate escalation.
- A suspension may be applied with or without pay, subject to the nature of the issue and approval by the Chief Administrative Officer or designate.

5. Termination of Employment

Employment may be concluded if:

- Progressive steps have failed to result in sustained improvement, or
- The misconduct is sufficiently serious to warrant immediate dismissal.
- All terminations must be reviewed by Human Resources and are at the sole discretion of the Chief Administrative Officer and Council (for Director roles only).

PERFORMANCE DEVELOPMENT PLAN (PDP)

A Performance Development Plan may be initiated at any stage of this process when it is determined that formalized support and monitoring would assist the employee in achieving the required standard.

The PDP provides the employee with a clear, time-bound framework for addressing performance issues, with specific expectations and support.

Each PDP must include:

- A description of the performance issues.
- Clearly defined objectives and metrics.
- Resources or supports to be provided (training, mentoring, adjusted workload, etc.).
- Defined duration of the plan (typically 60 or 90 days).
- Scheduled progress review meetings.
- Statement of consequences for failure to improve.

TITLE: CORRECTIVE ACTION PROCEDURE
DEPARTMENT: HUMAN RESOURCE MANAGEMENT
POLICY NO: 04000-16P

At the conclusion of the PDP, a formal review with the manager and human resources will determine whether:

- Performance has improved to an acceptable level.
- The PDP should be extended with modifications.
- Further action is warranted, including potential termination.

All documentation related to the PDP is retained in the employee's personnel file.

The Performance Development Plan template, included as **Appendix A** of this procedure, must be used for all PDP's to ensure consistency and compliance.

IMMEDIATE OR SERIOUS MISCONDUCT

The Town reserves the right to bypass progressive steps and proceed directly to suspension or termination in cases involving serious misconduct. Examples include, but are not limited to:

- Harassment or discrimination.
- Workplace violence or threats.
- Theft, fraud, or breach of trust.
- Serious breaches of confidentiality.
- Continued insubordination.
- Willful safety violations.

APPEALS

Employees may appeal corrective actions by submitting a written request to Human Resources within five (5) business days of receiving the decision. Appeals will be reviewed in a timely and impartial manner. The CAO's decision shall be final.

CONFIDENTIALITY

All matters related to performance management and corrective action will be managed with discretion and confidentiality. Information will be shared only with individuals who require it to perform their role.

TITLE: CORRECTIVE ACTION PROCEDURE
DEPARTMENT: HUMAN RESOURCE MANAGEMENT
POLICY NO: 04000-16P

APPENDIX 'A'

PERFORMANCE DEVELOPMENT PLAN (PDP)
Confidential

TO:
FROM:
DATE:

Dear <Employee Name>,

Effective immediately, you are placed on a ____ day performance development plan (PDP).

The purpose of this PDP is to clarify expectations, identify areas for growth, and provide structured support to help you succeed in your role.

During this time, you are expected to make regular progress on the plan outlined below. The Town will provide support to help you achieve these goals, including coaching, resources, and regular check-ins. If the expectations and goals are not met within the timeline of this PDP, or if performance standards are not sustained following its completion, further corrective action may be taken in accordance with the Corrective Action Policy and/or Procedure.

The contents of this PDP are to remain confidential. We will meet at regularly scheduled intervals, as listed below, to discuss your progress through the plan.

Performance Focus Areas:

1.	
2.	
3.	

TITLE: CORRECTIVE ACTION PROCEDURE
DEPARTMENT: HUMAN RESOURCE MANAGEMENT
POLICY NO: 04000-16P

Observations, Previous Discussions or Counseling:

--

Step 1 - Improvement Goals: These are the goals related to areas of concern to be improved and addressed:

1.	
2.	
3.	

Step 2 - Activity Goals: Listed below are activities that will help you reach each goal:

Goal #	Activity	How to Accomplish	Start Date	Projected Completion Date
1.				
2.				
3.				
4.				

TITLE: CORRECTIVE ACTION PROCEDURE
DEPARTMENT: HUMAN RESOURCE MANAGEMENT
POLICY NO: 04000-16P

Management Support: Listed below are ways in which your manager will support your improvement activities.

1.	
2.	

Progress Checkpoints: The following schedule will be used to evaluate your progress in meeting your improvement activities.

Date Scheduled	Activity	Conducted By

Employee Name: _____

Employee Signature: _____

Date: _____

Manager Name: _____

Manager Signature: _____

Date: _____

TO: Mayor Small and Members of Council

SUBMITTED BY: Kim Jones, Deputy CAO

DATE: October 20, 2025

SUBJECT: Volunteer Code of Conduct Policy

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

LEGISLATIVE AUTHORITY: MGA sections 47 and 48 authorize council to make, amend and repeal bylaws and policies.

RECOMMENDATION: That Council forward to the October 27, 2025, regular meeting, approval of the Volunteer Code of Conduct Policy.

BACKGROUND: It is important to establish the guidelines and expectations of municipal volunteers serving our organization.

DISCUSSION: Volunteers who serve our Town on various Boards, committees and events are an extension of our organization. In their role, they are representatives of the Town of Amherst. This new policy outlines the values of the Town of Amherst and clarifies the expectations of volunteers.

FINANCIAL IMPLICATIONS: There are no financial implications associated with the proposed policy.

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications.

COMMUNITY ENGAGEMENT: There is no community engagement required at this time.

ALTERNATIVES: Do not approve the policy or direct staff to make additional revisions.

ATTACHMENTS: Draft Policy



TITLE:	CODE OF CONDUCT FOR MUNICIPAL VOLUNTEERS
SECTION:	EXECUTIVE OFFICE
POLICY NO:	10350-02

APPROVAL DATE: _____ **CAO Signature:** _____

1. PURPOSE

The purpose of this policy is to establish clear expectations for the conduct of volunteers serving the Municipality. Volunteers play an essential role in delivering programs, services, and events, and are expected to uphold the highest standards of integrity, professionalism, and respect in representing the Municipality.

2. SCOPE

This policy applies to all individuals who volunteer their time, skills, and services to the Municipality, whether on a regular, seasonal, or one-time basis, including members of advisory committees, boards, community events, and recreational programs.

Volunteer members of the Amherst Fire Department and Amherst Police Department are covered under their own specific policies or standing orders.

3. Principles

Volunteers are expected to:

- Act in the best interests of the Municipality and its residents.
- Conduct themselves in a professional, respectful, and inclusive manner.
- Comply with all applicable laws, municipal policies, and safety regulations.
- **Refrain** from any conflicts of interest or actions that could harm the Municipality's reputation.
- Maintain a high standard of integrity

4. Standards of Conduct

Volunteers must:

a) Respect and Inclusivity

- Treat all persons with courtesy, dignity, and fairness, regardless of race, gender, age, disability, sexual orientation, religion, or other protected characteristics.
- **Refrain** from any form of harassment, discrimination, or bullying.

b) Integrity and Accountability

- Perform volunteer duties honestly, ethically, and to the best of their ability.
- Follow through on commitments and notify the appropriate supervisor if unable to attend or complete assigned tasks.
- **Shall not use** their volunteer position for personal gain.

c) Confidentiality

- Protect confidential and sensitive information obtained through volunteer activities.
- Refrain from disclosing personal or municipal information without proper authorization.

d) Safety and Conduct in the Workplace

- Comply with all municipal health and safety rules.
- Report hazards, unsafe conditions, or incidents immediately.
- **Refrain** from the use of alcohol, cannabis, or impairing substances while performing volunteer duties.

e) Use of Municipal Resources

TITLE: CODE OF CONDUCT FOR MUNICIPAL VOLUNTEERS
SECTION: EXECUTIVE OFFICE
POLICY NO: 10350-02

- Use municipal property, equipment, and materials only for authorized purposes.
- Return any borrowed items promptly and in good condition.

5. Conflict of Interest

Volunteers must:

- Disclose any personal, financial, or professional interest that may conflict with their volunteer role.
- Refrain from participating in decisions or activities where such conflicts exist or could be perceived.

6. Social Media and Public Representation

- Volunteers shall not speak on behalf of the Municipality unless specifically authorized **in advance by the Mayor, CAO or designate.**
- When expressing personal opinions publicly, volunteers must make it clear they do not represent the Municipality's official position.
- Avoid posting or sharing content that could damage the Municipality's reputation.
- **When communicating or posting online about Town of Amherst related matters, do not send or display any information that may be construed as offensive or harassing. Offensive or harassing messages include, but are not limited to pornographic images, sexual references, racial slurs, comments regarding an individual's gender, age, sexual orientation, religious beliefs, national origin, disability or any other characteristic protected by law, or comments that intimidated or threaten another person.**

7. Non-Compliance

Failure to comply with this Code of Conduct may result in:

- Verbal or written warnings.
- Reassignment of duties.
- Dismissal from the volunteer position **by the CAO. In the event the volunteer(s) had been formally appointed by Council, the CAO shall recommend dismissal to Council who shall make the final decision through a motion of direction.**

8. Acknowledgment

All volunteers must review and sign the **Volunteer Code of Conduct Acknowledgment Form** before commencing their duties, confirming that they have read, understood, and agree to abide by the policy.

TITLE: CODE OF CONDUCT FOR MUNICIPAL VOLUNTEERS
SECTION: EXECUTIVE OFFICE
POLICY NO: 10350-02

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
CAO	Administer policy
Directors/Supervisors	Report and potential breaches of policy to the CAO

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
New Policy	Deputy CAO	Council	

Minutes reference date:

TITLE: CODE OF CONDUCT FOR MUNICIPAL VOLUNTEERS
SECTION: EXECUTIVE OFFICE
POLICY NO: 10350-02

APPENDIX



I, _____ declare that as a volunteer for the Town of Amherst, I acknowledge that I have read and support the Volunteer Code of Conduct Policy.

Signed: _____

Dated this ___ day of _____, 2025.

TO: Mayor Small and Members of Council

SUBMITTED BY: Jason MacDonald, CAO

DATE: October 20, 2025

SUBJECT: Land Sales and Development Policy

ORIGIN: With the pending purchase of land for the expansion of the industrial park and with the Town actively selling land on Marshview Drive, clear direction from Council on the sale of the lands via policy is required.

LEGISLATIVE AUTHORITY: MGA Section 50 (5) (b) A municipality may sell property at market value when the property is no longer required for the purposes of the municipality.

RECOMMENDATION: That Council forward to the October 27, 2025, regular meeting the attached Land Sales and Development Policy for adoption, and further that the current Sale of Usable Land Policy and Industrial Park Land Sales Policy be repealed.

BACKGROUND: The Town is actively trying to sell land within the industrial park and on Marshview Drive. For Marshview Drive, the conditions of sale have been determined by Council resolution; however, a Land Sales and Development Policy would provide a consolidated, more clear direction to staff. In addition, a policy on the use of the proceeds of the land sales would be beneficial as well.

DISCUSSION:

Marshview Drive:

Council, via resolution, has provided the CAO direction to sell lots on Marshview Drive for \$50,000 subject to buyback restriction and development requirements. Providing clear direction via policy is a better practice.

Industrial Park:

Council, via policy, has provided the CAO direction to sell lots on within the Industrial Park for \$25,000 per acre (current assessed value) subject to buyback restriction and development requirements. Inclusion in one consolidated land sales and development policy would be beneficial..

Proceeds from the sale of land:

The proposed policy requires that the proceeds from the sale of the land within the industrial park and on Marshview Drive be placed in a reserve for future land development expenses,





COMMITTEE OF THE WHOLE

CDR# 2025120

Date: October 20, 2025

mainly future phases of each project at this time. Allocating these funds for this purpose will ensure future phases of both projects can be financed, at least partially, from current land sales.

In the longer term, this reserve may be able to fund additional development projects to further expand our commercial, residential or industrial sectors.

All costs associated with buying and selling land would also be funded from this reserve.

FINANCIAL IMPLICATIONS: There are no direct financial implications to this policy, however having a policy that does not require Council approval of each sale may greatly improve our chances of attracting industry to the Town. Further, setting aside the funds from the sale of the lands is a prudent way to facilitate future land development initiatives.

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

ENVIRONMENTAL IMPLICATIONS: There are no direct environmental implications to this policy.

COMMUNITY ENGAGEMENT: No community engagement is anticipated at this time.

ALTERNATIVES: Do not adopt the policy, or adopt a policy with amendments.

ATTACHMENTS: Draft New Land Sales and Development Policy; Sale of Usable Land Policy, Industrial Park Land Sales Policy



TITLE: Land Sales & Development Policy
SECTION: Land and Structures Acquisition and Disposal
POLICY NO: 02300-04

APPROVAL DATE: _____

CAO Signature: _____

PURPOSE:

1. To provide guidance and authority to the Chief Administrative Officer (CAO) for the sale of developable lots owned by the Town of Amherst;
2. Provide flexibility to the CAO to sell or retain industrial / commercial land based on market conditions and future development needs, with all land sold at no less than its appraised value;
3. To ensure that the sale of lots can occur in a timely manner needed to ensure sales are not impeded by undue process; and
4. To provide guidance to Council on the use of the proceeds of land sales.

POLICY STATEMENT:

Amherst Industrial Park and Ancestral Drive

5. All lots will be appraised by a qualified appraiser to determine market value at least every 36 months from the anniversary date of this policy.
6. The CAO has the authority to sell lots in the Amherst Industrial Park and on Ancestral Drive:
 - a. To facilitate business that meets the criteria of the Amherst Land Use Bylaw and Municipal Planning Strategy.
 - b. At a minimum price equal to at least the appraised value of the property in question, on a cost per square foot basis.
 - c. With an executed agreement that reserves unto the Town an option to purchase the lands conveyed herein at a price equal to 80% of the original selling price if construction of a building or addition thereto has not commenced within 18 months of the purchase completion date.
 - d. The CAO will exercise sole discretion over the timing and conditions of the sale of industrial lots, and may require a site development plan to help facilitate a decision on the sale of the land.

Marshview Drive

7. The CAO has the authority to sell lots on Marshview Drive:
 - a. At the price of \$50,000 per lot.
 - b. With an executed agreement that reserves unto the Town an option to purchase the lands conveyed herein at a price equal to the original selling price if

TITLE: Land Sales & Development Policy
SECTION: Land and Structures Acquisition and Disposal
POLICY NO: 02300-04

- construction of a dwelling has not commenced within 36 months of the purchase completion date.
- c. With an executed agreement that reserves unto the Town an option to add a uniform charge intended to recover the costs of land development which are not being recovered in the selling price. Such a charge will be in the amount of \$3,000 per year until such a time as a completed back fill inspection is completed on the property, or for a duration of five years, whichever is less. Such a charge would be annual and not prorated and calculated by April first each year based on the condition of the land during the prior fiscal year and initially commencing April 1 the year after the sale of the property.
 - d. With a covenant that states, "No Building other than a single-family dwelling shall be constructed on the lands having a minimum, above grade, square footage of 1300 square feet of total living space (exclusive of an attached or detached garage); and in the case of a dwelling with multiple storeys the ground floor shall be permitted to have a minimum of 750 square feet of living space where the balance of the 1300 square feet is located on the upper floors; and any single-family dwelling may include an accessory suite not exceeding 35% of the living space of the main dwelling, or 1000 square feet, whichever is less. Garden Suites will be regulated as per the land use by-law."

Other Usable Town Land

8. Other usable Town land includes all land other than the above lands that meets the requirements of the Subdivision Bylaw, Municipal Planning Strategy and Land Use Bylaw, and is not required for Town use.
9. The Town of Amherst may make available for sale usable property which Council deems, from time to time, to be surplus to its needs.
10. The sale of property will be undertaken by either public tender, public auction, commission arrangement with local real estate firms, and/or by the Town posting the property for sale. The minimum asking price to be stipulated will be based on the appraised value for the property, prepared by an appraiser licensed and certified to practice in Nova Scotia, or a comparison to other property recently sold by the Town and will be approved by Council before the land is listed for sale.
11. Council may consider any offer presented after public tender.
12. For sale by public auction, Council will set a minimum price
13. Final decision to sell the property rests with Council, unless specific direction is provided by Council to the CAO.

TITLE: Land Sales & Development Policy
SECTION: Land and Structures Acquisition and Disposal
POLICY NO: 02300-04

General

- 14. The CAO may refer a sale to Council at their discretion.
- 15. All sales will be reported to Council at the next scheduled Committee of the Whole meeting.
- 16. All sales will be processed on a first come / first served basis.
- 17. When the CAO and purchaser cannot agree on a sale the proposed sale will be referred to Council for a decision.

Proceeds from the Sale of Land

Proceeds from all land sales will be placed in the Capital Reserve in a separate G/L named Reserve Land Sales. Any expenses incurred relating to land sales will be paid for from the proceeds of sale in the Capital Reserve – Reserve Land Sales.

The Capital Reserve – Reserve Land Sales funds are only to be used for future capital land development costs or land purchases.

Title/Role	Responsibilities
CAO	
Director of Planning	
Director of Finance	Ensure that land sale proceeds are placed in the Land Sales G/L in the Capital Reserve fund.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
New Policy	Chief Administrative Officer	Council	

TITLE: Sale of Usable Town Owned Lands
SECTION: Facilities Management
POLICY NO: 2300-01

APPROVAL DATE: March 24, 2025

CAO Signature: 

PURPOSE

To establish a policy on the sale of surplus usable Town owned land. For the purposes of this policy, Usable shall mean:

All Town owned property that meets the requirements of the Subdivision Bylaw, Municipal Planning Strategy and Land Use Bylaw, and is not required for Town use.

POLICY

The Town of Amherst shall make available for sale usable property which Council deems, from time to time, to be surplus to its needs.

Except in the case of properties located in the Industrial Zone, the sale of property will be undertaken by either public tender, public auction, commission arrangement with local real estate firms, and/or by the Town posting the property for sale. The minimum asking price to be stipulated will be based on the appraised value for the property, prepared by an appraiser licensed and certified to practice in Nova Scotia and will be approved by Council before the land is listed for sale.

Any sale at a price less than the asking price must receive prior Council approval and Council may consider any offer presented after public tender.

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

Property sold on Town owned lands located in the Industrial Zone shall conform to the **Industrial Park Land Sales Policy**.

TITLE: Sale of Usable Town Owned Lands
SECTION: Facilities Management
POLICY NO: 2300-01

ROLES AND RESPONSIBILITIES

Title Role	Responsibilities
Director, Planning & Economic Development	Property sale facilitation

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
To add the stipulations that property sold on Town owned lands located in the Industrial Zone shall conform to the Industrial Park Land Sales Policy.	Fisher, Director of Planning and Economic Development	Council	March 24, 2025

Minutes reference date: August 17, 1992: January 20, 1997 December 13, 1999 October 24, 2005 September 25, 2006
 March 24, 2025

TITLE: Industrial Park Land Sales Policy
SECTION: Facilities Management
POLICY NO: 2300-04

APPROVAL DATE: March 24, 2025

CAO Signature: 

PURPOSE

1. To provide guidance and authority to the Chief Administrative Officer (CAO) for the sale of industrial-use land within the Town of Amherst, specifically in the Industrial Zone, in alignment with broader economic development goals.
2. Provide flexibility to the CAO to sell or retain industrial land based on market conditions and future development needs, with all land sold at its appraised value, or at a price established by Council.
3. To ensure that the sale of lots in the Amherst Industrial Park can occur in a timely manner needed to ensure sales are not impeded by undue process.

POLICY

The Town of Amherst is committed to fostering economic growth and development by ensuring timely sale of industrial land to attract new businesses. The CAO will be authorized to sell Town owned industrial lots at their appraised value, or at a price established by Council.

APPLICATION

The CAO will have authority to sell industrial lands in the Industrial Zone under the following conditions:

1. The proposed development meets the criteria of the Amherst Land Use Bylaw and Municipal Planning Strategy.
2. The sale is valued at the appraised value of the subject property, on a cost per square foot basis. The sale price shall be based on market value established by a third-party appraisal completed no more than 36 months prior to the sale, or a price established by Council.
3. The Purchase and Sale Agreement shall include a Site Development Proposal and a Buy-Back Agreement.
4. The Buy Back Agreement shall stipulate that the Town may repurchase the property if construction is not commenced within twenty-four months from the closing date.
5. On a first come / first served basis, except where multiple offers exist on the same property, the CAO, at their sole discretion, may evaluate the Site Development Proposal.
6. The CAO will exercise sole discretion over the timing and conditions of the sale of industrial lots, and may refer a sale to Council at their discretion.
7. All sales will be reported to Council at the next scheduled Committee of the Whole meeting.

TITLE: Industrial Park Land Sales Policy
SECTION: Facilities Management
POLICY NO: 2300-04

- 8. All revenue will be deposited in a Capital Reserve account as per the Municipal Government Act.

ROLES AND RESPONSIBILITIES

<i>Title/Role</i>	<i>Responsibilities</i>
Economic Development Officer	Promote the sale of lots in the Industrial Park and any expansion thereof.
CAO	Negotiate and execute necessary agreements related to the sale of lots

For Administrative Use Only:

VERSION LOG

<i>Amendment Description</i>	<i>Policy Owner</i>	<i>Approved By</i>	<i>Approval Date</i>
New Policy	Fisher, Director of Planning & Economic Development	Council	March 24, 2025

Minutes reference date: March 24, 2025

TITLE: Industrial Park Land Sales Policy
SECTION: Facilities Management
POLICY NO: 2300-04

APPROVAL DATE: March 24, 2025 **CAO Signature:** _____

PURPOSE

1. To provide guidance and authority to the Chief Administrative Officer (CAO) for the sale of industrial-use land within the Town of Amherst, specifically in the Industrial Zone, in alignment with broader economic development goals.
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3. To ensure that the sale of lots in the Amherst Industrial Park can occur in a timely manner needed to ensure sales are not impeded by undue process.

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The Town of Amherst is committed to fostering economic growth and development by ensuring timely sale of industrial land to attract new businesses. The CAO will be authorized to sell Town owned industrial lots at their appraised value, or at a price established by Council.

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3. The Purchase and Sale Agreement shall include a Site Development Proposal and a Buy-Back Agreement.
4. The Buy Back Agreement shall stipulate that the Town may repurchase the property if construction is not commenced within twenty-four months from the closing date.
5. On a first come / first served basis, except where multiple offers exist on the same property, the CAO, at their sole discretion, may evaluate the Site Development Proposal.
6. The CAO will exercise sole discretion over the timing and conditions of the sale of industrial lots, and may refer a sale to Council at their discretion.
7. All sales will be reported to Council at the next scheduled Committee of the Whole meeting.

TITLE: Industrial Park Land Sales Policy
SECTION: Facilities Management
POLICY NO: 2300-04

8. All revenue will be deposited in a Capital Reserve account as per the Municipal Government Act.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Economic Development Officer	Promote the sale of lots in the Industrial Park and any expansion thereof.
CAO	Negotiate and execute necessary agreements related to the sale of lots

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
New Policy	Fisher, Director of Planning & Economic Development	Council	March 24, 2025

Minutes reference date: March 24, 2025

MEMO

To: Mayor Small and Members of Amherst Town Council
From: Jason MacDonald, Chief Administrative Officer
Date: October 20, 2025
Subject: ATV Trail

Mayor Small, Councillor Ripley and CAO MacDonald have met with the All-Terrain Vehicle Association of Nova Scotia to better understand the options for allowing all terrain vehicle access to the Town. While there are still many issues to consider, the Association has applied to the province to have the Eddy Road designated as a trail access into the Town. A decision will be made this fall, and a letter of support from the Town is being requested. Supporting the designation change to the Eddy Road at this point does not bind Council to support this project going forward.

Given that Council has not been involved in this project, we are seeking direction for two issues:

1. Provide a letter of support for the designation of the Eddy Road as a potential ATV access to the Town;
2. Direct staff to develop a preliminary discussion paper on this issue to aid Council in deciding if they want to undertake a full review, including public participation, of providing ATV access to specific streets within Town so that the ATV drivers can access services such as gas, food and lodging.

MEMO

To: Mayor Small and Members of Amherst Town Council
From: Jason MacDonald, Chief Administrative Officer
Date: October 20, 2025
Subject: eScribe Voting Module

Staff use a software program called eScribe to prepare agendas and minutes, and to live stream and record Council and Committee meetings.

We recently investigated the option of Council members using eScribe, particularly for voting on motions at meetings. To do this, each member of Council would be required to bring their laptop or tablet to each meeting and sign into eScribe, which would also require all members to have an account with eScribe. Staff have reached out to our support personnel at eScribe who have advised that the cost would be approximately \$1,000 annually. They also recommend that Council log into eScribe and be comfortable using the program before introducing and activating the voting module.

MEMO

TO: Mayor Small and Members of Council
FROM: Andrew Fisher, Director of Planning & Economic Development
DATE: October 20, 2025
RE: MPS/LUB drafts for First Reading

On the agenda of the October 27th regular meeting of Council will be consideration for First Reading of the new Municipal Planning Strategy and Land Use Bylaw. The purpose of this memo is to provide COW with an opportunity to ask any questions they may have.

MEMO

To: Mayor Small and Members of Amherst Town Council

From: Jason MacDonald, Chief Administrative Officer

Date: October 20, 2025

Subject: Commercial Development Support By-law

Our current Commercial Development Support By-law will allow a property owner who is undertaking new construction or a significant expansion to phase in the increased taxes as a result of the increased assessment of their property over a ten-year period. This provides a tax savings of 50%, over ten years for the property owner. Obviously, this means that the Town does not realize the total value of the increased assessment for 10 years. Antidotally, this practice has not had a huge impact on the decision to build or expand most businesses that have benefitted from this initiative. In some cases, businesses do not even know why they are receiving the rebate cheque. In the last fiscal year, the Town paid out ___ for this initiative.

Totally removing this support may be detrimental to our new industrial park. However, we could alter our phase-in schedule to provide the Town with additional revenue earlier, while still supporting new business development. Staff are proposing to phase in the taxes for the new assessment over five years, as opposed to the current ten years. This change would see the new assessment per year phased in at 20%, 40%, 60%, 80% and 100%, as opposed to the current 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, 100%.

In addition, staff propose adding a clause in the agreement that requires businesses to request their rebate every year. Failure to provide a request in writing will negate that year's rebate.

The proposed changes will only impact new agreements; all current agreements would be honoured in their current form.

Given our significant capital investment in our new industrial park, the above changes will allow the Town to recoup our costs earlier and grow our assessment base to the benefit of all taxpayers.

It should be noted Cumberland County currently has a Commercial Development Support By-law that phases in the assessment increase over a 10-year period. Colchester County and Moncton do not have such a by-law.

If council is amenable to considering the above change, staff will bring the required by-law amendments to the November Committee of the Whole for consideration.

MEMO

TO: Mayor Small and Members of Council
FROM: Andrew Fisher, Director of Planning & Economic Development
DATE: October 20, 2025
RE: Strategic Priority – Economic Development Forum

The purpose of this memo is to get Council's agreement to pause the Business Engagement Forum planned for November 20, 2025. This forum is implementation of a strategic priority to:

Collaborate with our economic development partners to host two economic development forums within four years.

Staff have been making arrangements to hold a forum with Amherst businesses in November. A facilitator has been engaged to develop the event format, and an invitation list has been drafted, but not sent.

On October 3rd, Dalhousie University representatives held an Economic Prosperity Roundtable with business owners, operators, members of government, and community leaders. The purpose of the roundtable was to gather insights on local priorities, gaps, and opportunities, and to better understand ways to collaborate and partner. Economic Development staff and local business representatives were in attendance. Dalhousie representatives committed to providing a *What We Heard* Report and to follow up with further engagement.

Given the Dalhousie initiative, it may be prudent to pause the Town's economic development forum, at least until the *What We Heard* Report is released. Holding off on a similar event would allow the Town to avoid duplication of effort, ensure alignment with the findings and recommendations of the Dalhousie roundtable, and make better use of staff and financial resources. It would also demonstrate respect for the collaborative intent of the university's work and position the Town to build upon, rather than compete with, the momentum of that process. Once the report is available, staff can identify gaps or opportunities that may warrant a more targeted or complementary forum in the future.

MEMORANDUM

TO: Mayor Small and Amherst Town Council
FROM: Sharon Bristol, Director Community Living
DATE: October 20, 2025
SUBJECT: Green Space (Veterans Park) Update

Staff are currently consulting with Indigenous allies to develop a name for the park. In trying to translate the suggested name Healing Space it has been identified that there is no direct translation to the language. Further consultation is being done to come up with an alternate solution. Council will be updated again in November.

MEMORANDUM

TO: Mayor Small and Amherst Town Council
FROM: Sharon Bristol, Director, Community Living
DATE: October 20, 2025
SUBJECT: Beautification Strategy

Over the past several months staff have been consulting with community groups, citizens and conducting a survey to inform the strategic plan around making Amherst more visually appealing. Much of the input centres around the Town providing more services in this regard. Senior staff are reviewing capabilities going forward before presenting the draft strategic plan to Council. These meetings are still underway and require more consideration across departments.

The draft strategy will be presented at November COW.

MEMO

To: Mayor Small and Members of Amherst Town Council
From: Natalie LeBlanc, Municipal Clerk
Date: October 16, 2025
Subject: By-law to Amend the Fires and Burning of Materials By-law 2nd Reading

At the September 22, 2025, regular meeting, Council gave 1st reading to a By-Law to Amend the Fires and Burning of Materials By-law. 2nd reading will be on the October 27, 2025, Council agenda.



TOWN OF AMHERST
BYLAW LISTING

DEADLINE	BYLAW/POLICY NO.	BYLAW / POLICY	ASSIGNED TO	NOTES
Jan-23				
	03400-01	SIGNING AUTHORITY POLICY (210-12)	FINANCE	updated january council
	03400-02	BANKING (211-2)	FINANCE	updated january council
	C 02	DISCHARGE OF FIREARMS BYLAW	POLICE	Reviewed at January COW - No changes
Feb-23				
	03800-05	COVID-19 PROPERTY TAX FINANCING PROGRAM POLICY	FINANCE	repealed Feb 2023
	10350-23	DOWNTOWN BUSINESS ADVISORY COMMITTEE	PLANNING	repealed feb 2023
	10350-22	COMMUNITY ARTS COUNCIL COMMITTEE	COMMUNITY LIVING	repealed Feb 2023
	72000-08	COMMUNITY SUPPORT GRANTS	COMMUNITY LIVING	updated Feb 2023
Mar-23				
	P 09	COMMERCIAL DEVELOPMENT SUPPORT BYLAW	PLANNING	reviewed, no change recommended March COW 2023
	C 10	MOBILE VENDORS ON STREETS AND SIDEWALKS	POLICE	First reading March 2023
	04000-05	OVERTIME - NON-UNION EMPLOYEES (211-21)	CUSTOMER SERVICE/HR	updated March 2023
	10350-14	REQUESTS FOR FLAG RAISINGS & PROCLAMATIONS (210-24)	CLERK / COMMUNICATIONS	updated March 2023
	10350-24	PROCEEDINGS OF COUNCIL	CLERK / COMMUNICATIONS	referred to April 2023
	317400-05	NORTH TYNDAL WELLFIELD ADVISORY COMMITTEE POLICY	PLANNING	updated March 2023
	03700-01	PROCUREMENT POLICY	CLERK / COMMUNICATIONS	updated March 2023
	66000-01	PLANNING ADVISORY COMMITTEE (210-23)	PLANNING	updated March 2023
	04530-01	SALARY ADMINISTRATION (211-27)	CUSTOMER SERVICE/HR	updated March 2023
	3000-10	Inventory of Non Capital Equipment Policy - (New)	Finance	approved March 2023
Apr-23				
	01130-01	TOWN CREST (210)02)	CLERK / COMMUNICATIONS	amended April 2023
	01130-02	PURCHASE AND USE OF BOTTLED WATER	CLERK	amended April 2023
	03800-02	TAX REDUCTION POLICY (110-02)	FINANCE	updated to Customer Service/HR from Finance. Policy was included in the Operating Budget presentation, no changes recommended.
	03800-04	TAX EXEMPTION POLICY	FINANCE	updated to Customer Service/HR from Finance
	03470-03	USER FEES	FINANCE	updated to Finance from Customer Service/HR
May-23				
	C 09	C TAXI BYLAW	POLICE	given 1st reading at May 2023
	C07	FIRES AND BURNING OF MATERIALS BYLAW	FIRE	given 1st reading at May 2023
	C08	REGIONAL EMERGENCY MANAGEMENT BYLAW	FIRE	postponed to a later date pending consultation
	03000-07	EXPENSE REIMBURSEMENT POLICY	FINANCE	amended at May 2023 Council
		Territorial Acknowledgement Policy (NEW)	CLERK	approved May 2023 Council
Jun-23				
	P 04	MINIMUM STANDARDS FOR RESIDENTIAL OCCUPANCIES	PLANNING	memo presented to COW, bring back in Fall for revisions
		Street Banner Policy	COMMUNITY LIVING	amended June 2023



TOWN OF AMHERST
BYLAW LISTING

DEADLINE	BYLAW/POLICY NO.	BYLAW / POLICY	ASSIGNED TO	NOTES
Sep-23				
	10350-21	AMHERST YOUTH TOWN COUNCIL	COMMUNITY LIVING	Amended Sept 2023
	C 10	MOBILE VENDORS ON STREETS AND SIDEWALKS	POLICE	memo presented to COW from Andrew Fisher
	04530-01	SALARY ADMINISTRATION (211-27)	CUSTOMER SERVICE/HR	Amended Sept 2023
Oct-23				
	72000-08	COMMUNITY SUPPORT GRANTS	COMMUNITY LIVING	Amended Oct 2023
	C 04	COMPANION ANIMAL BYLAW	POLICE	received first reading in October 2023
Nov-23				
	10350-31	INCLUSION, DIVERSITY AND EQUITY COMMITTEE TERMS OF REFERENCE POLICY	COMMUNITY LIVING	amended Nov 2023
	10350-21	AMHERST YOUTH TOWN COUNCIL	COMMUNITY LIVING	amendments approved Nov 2023
	C 04	COMPANION ANIMAL BYLAW	POLICE	received 2nd reading in Nov 2023
Dec-23				
	66000-04	PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM POLICY	PLANNING	recommended no change
	10350-29	POVERTY ADVISORY COMMITTEE TERMS OF REFERENCE POLICY	COMMUNITY LIVING	Amended
	04500-06	SUBSTANCE USE POLICY	CUSTOMER SERVICE/HR	forwarded to January
	P 06	TRANSIENT AUTOMOBILE VENDORS	PLANNING	recommended no change
Jan-24				
		Noise bylaw	POLICE	recommend to not proceed
		USER FEE POLICY	CLERK	amended
Feb-24				
	10350-08	APPOINTMENTS OF CITIZENS TO BOARDS (210-11)	CLERK / COMMUNICATIONS	repealed Feb 2024
	NEW	EMPLOYMENT EQUITY POLICY	CUSTOMER SERVICE/HR	Approved Feb 2024
Mar-24				
Apr-24				
	10359 24	Proceedings of Council Policy	Clerk	
	10350 32	Council committees Policy	Clerk	
	4000 10	Vacation Holiday Policy Non Union employees	HR	
	4000 11	Maternity Parental and Adoption Leave policy	HR	



TOWN OF AMHERST
BYLAW LISTING

DEADLINE	BYLAW/POLICY NO.	BYLAW / POLICY	ASSIGNED TO	NOTES
May-24				
	04000-10	VACATION/HOLIDAY - NON-UNION EMPLOYEES (211-31)	CUSTOMER SERVICE/HR	
Jun-24	04000-10	VACATION/HOLIDAY - NON-UNION EMPLOYEES (211-31)	CUSTOMER SERVICE/HR	amended June 2024
	10350-28	APPOINTMENTS OF MEMBERS OF COUNCIL TO EXTERNAL BOARDS, COMMITTEES & COMMISSIONS	Clerk	amended June 2024
		AUXILLIARY POLICY BYLAW	POLICE	given 2nd reading
Sep-24				
	03800-01	TAX COLLECTION POLICY (110-01)	FINANCE	approved Sept Council
Oct 2024 -NONE				
Nov-24		new council orientation		
Dec-24				
Jan-25				
	03000-08	HOSPITALITY EXPENSE POLICY	FINANCE	Amended January Council
	03000-07	EXPENSE REIMBURSEMENT POLICY	FINANCE	Amended January Council
	03000-05	AUDIT COMMITTEE TERMS OF REFERENCE POLICY	FINANCE	Approved January Council Status quo
	10350-26	COUNCIL CONFERENCE ATTENDANCE AND PROFESSIONAL DEVELOPMENT	CLERK	Approved January Council Status quo
Feb-25				
	10350-28	APPOINTMENTS OF MEMBERS OF COUNCIL TO EXTERNAL BOARDS, COMMITTEES & COMMISSIONS	Clerk	Amended February Council
		Sidewalk/Curb Construction Policy	Operations	Amended February Council
Mar-25				
	03800-03	INSTALLMENT BILLING POLICY (110-03)	FINANCE	



**TOWN OF AMHERST
BYLAW LISTING**

DEADLINE	BYLAW/POLICY NO.	BYLAW / POLICY	ASSIGNED TO	NOTES
		Themed Crosswalk Policy (new)	Community Living	
	10350-25	ANNUAL PERFORMANCE REVIEW - CAO	HR	
	10350-30	ACCESSIBILITY ADVISORY COMMITTEE TERMS OF REFERENCE POLICY	COMMUNITY LIVING	
Apr-25				
	03800-02	TAX REDUCTION POLICY (110-02)	FINANCE	
	03800-04	TAX EXEMPTION POLICY	FINANCE	
	03470-03	USER FEES	FINANCE	
	04530-02	EMPLOYEE COMPUTER PURCHASED POLICY (211-29)	HR	
May-25				
		Ice Allocation Policy	OPERATIONS	
		Sign Rental Policy - Stadium	OPERATIONS	
	03400-01	SIGNING AUTHORITY POLICY (210-12)	FINANCE	
Jun-25				
	04500-04	SMOKE FREE WORKPLACE POLICY	HR	
	P 05	VACANT BUILDING BY LAW	PLANNING	
	03700-01	PROCUREMENT POLICY	Communications	
Sep-25	66150-01	DANGEROUS OR UNSIGHTLY PREMISES POLICY (210-21)	PLANNING	amended Sept 2025
	04500-02	VIOLENCE IN THE WORKPLACE POLICY	HR	Approved Sept 2025
		Fire and Burning of Materials Bylaw (C-07)	Fire	First reading Sept 2025
		Surplus Fill Policy	Operations	Approved Sept 2025
		Asset Management Policy	Operations	Approved Sept 2025
	New			deferred to Oct
Oct-25				
	72000-04	ARTS & CULTURE POLICY (211-38)	COMMUNITY LIVING	
		Volunteer Code of Conduct Policy	Exec	
	10350-26	COUNCIL CONFERENCE ATTENDANCE AND PROFESSIONAL DEVELOPMENT	CLERK	
	66400-01	HERITAGE ADVISORY COMMITTEE	PLANNING	
		Land Sales and Development Policy	Planning	



TOWN OF AMHERST
BYLAW LISTING

DEADLINE	BYLAW/POLICY NO.	BYLAW / POLICY	ASSIGNED TO	NOTES
Nov-25	10350-15	WRITTEN SUBMISSION TO COUNCIL (210-25)	CLERK	
	66580-01	NEW SUBDIVISION STREETS - FINAL SUBDIVISION APPROVAL PRIOR TO STREET PAVING	PLANNING	
	04500-01	Safety Policy (211-25)	FIRE	
	01700-01	REPORTING ACCIDENTS (211-03)	FIRE	
	31600-09	Paving New Residential Subdivision Streets (230-11)	Operations	
	02000-03	NAMING PUBLIC LANDS AND TOWN OWNED FACILITIES	CLERK	
Dec-25	03450-03	DEBT MANAGEMENT POLICY (211-37)	FINANCE	
	P 08	LEASED LAND COMMUNITY BYLAW	PLANNING	
	04000-08	ATTENDANCE ADMINISTRATION (211-24)	HR	
	04000-06	RENUMERATION FOR ACTING POSITIONS (211-22)	HR	
Jan-26	31600-02	Street Light Policy	Operations	
	10350-17	MEMBERSHIP ON NATIONAL BOARDS AND COMMITTEES (211-32)	CLERK	
	B 02-1	DEED TRANSFER TAX BYLAW	FINANCE	
	10350-18	MEMBERSHIP IN CLUBS, SOCIETIES AND ASSOCIATIONS (211-33)	CLERK	
	P 07	SUBDIVISION BYLAW	PLANNING	
	04000-09	EMPLOYEE/FAMILY ASSISTANCE (211-30)	HR	
Feb-26	04000-11	MATERNITY, PATERNAL AND ADOPTION LEAVE POLICY (20071126)	HR	
	P 03	CIVIC ADDRESS BY LAW	PLANNING	
	72000-01	RECOGNITION OF ATHLETIC ACHIEVERS (210-22)	COMMUNITY LIVING	
	10350-01	RECOGNITION OF SERVICE OF BOARDS (210-01)	CLERK	
	03000-05	AUDIT COMMITTEE TERMS OF REFERENCE POLICY	FINANCE	
	03450-03	Debt Management Policy	Finance	
Mar-26		Sale of Beer/Liquor - Robbs Park	Operations	
		Beer Garden Policy - Stadium	Operations	
		PACE BYLAW	FINANCE	
	02300-03	SALE/DISPOSAL OF SURPLUS EQUIPMENT (211-19)	FINANCE	
	10350-05	INQUIRIES FROM COUNCIL (210-07)	CLERK / COMMUNICATIONS	



**TOWN OF AMHERST
BYLAW LISTING**

DEADLINE	BYLAW/POLICY NO.	BYLAW / POLICY	ASSIGNED TO	NOTES
	03000-04	ROUNDING OF CASH TRANSACTIONS	FINANCE	
	04500-03	SCENT REDUCTION POLICY	HR	
	D 06	BUILDING BY LAW	PLANNING	
Apr-26				
	10350-04	REPORTS TO COUNCIL (210-06)	CLERK	
	68300-03	JUNIOR FIREFIGHTER PROGRAM	FIRE	
	A 05	HERITAGE PROPERTIES	PLANNING	
	D 19	Sanitary Sewer Rates	Finance	
	10350-20	CODE OF CONDUCT OF ELECTED MUNICIPAL OFFICIALS	CLERK	
	04000-12	PERSONNEL POLICY & CODE OF ETHICS	HR	
May-26	C 01	BY LAW RESPECTING THE AMHERST BOARD OF POLICE COMMISSIONERS	POLICE	
		Vehicular Idling Control Policy	Operations	
	03000-04	Rounding of Cash Transactions	Finance	
	05000-01	RECORDS MANAGEMENT (211-26)	CLERK	
	10350-19	SCHOLARSHIP AND BUSARY POLICY (NEW)	CLERK	
	02300-01	SALE OF USABLE TOWN OWNED LAND (211-07)	PLANNING	
	02300-02	SALE OF NON-USABLE TOWN OWNED LAND (211-08)	PLANNING	
	68500-01	FEMALE POLICE CONSTABLE AND EXPENSE (220-01)	POLICE	
Jun-26				
	68300-01	PERMANENT FIREFIGHTERS (221-01)	FIRE	
	68300-05	RESPECTING THE MANAGEMENT OF THE VOLUNTEER COMPONENT OF THE AMHERST FIRE DEPARTMENT	FIRE	
	03600-01	Investment Policy	Finance	
	10350-11	GIFTS, CARDS, FLOWERS	CLERK/COMM	
	A 07	ALTERNATIVE VOTING BYLAW 2018	CLERK	
	10350-10	RECOGNITION OF RETIRING MEMBERS OF COUNCIL (210-14)	CLERK	
Sep-26	C 11	ALARM BYLAW INTRUSION ROBBERY AND FIRE ALARM SYSTEMS	POLICE	
		Snow and Ice Management Policy	Operations	
	05000-04	ROUTINE ACCESS POLICY	CLERK	
	68300-02	NEW FIRE STATION, ALBION STREET (221-02)	FIRE	
	72200-01	R. H. SMITH BEQUEST LIBRARY (274-01)	COMMUNITY LIVING	
Oct-26				
	03450-01	CAPITAL BUDGETING (211-14)	FINANCE	
	01000-01	MEDIA POLICY (210-19)	COMMUNICATIONS	
	04000-04	INQUIRIES REGARDING EMPLOYEES (211-16)	HR	
	04000-07	HIRING POLICY (211-23)	HR	



**TOWN OF AMHERST
BYLAW LISTING**

DEADLINE	BYLAW/POLICY NO.	BYLAW / POLICY	ASSIGNED TO	NOTES
Nov-26				
		Solid Waste Bylaw	Operations	
	03450-02	CAPITAL INVESTMENT PLAN (CIP) FRAMEWORK/BUDGET POLICY (211-36)	FINANCE	
	03450-04	Budget Management Policy	Finance	
	05000-02	INFORMATION/COMMUNICATION/TECHNOLOGY USAGE POLICY	CLERK / COMMUNICATIONS	
Dec-26				
	68300-04	FIRE INSPECTION POLICY	FIRE	
	31600-23	STREET NAMING POLICY	PLANNING	
	31000-01	Standard Specifications for Municipal Services	OPERATIONS	
	68000-03	TRAFFIC AUTHORITY	POLICE	
	31600-26	STREET RENAMING COPP LANE TO ERNIE LANE POLICY	PLANNING	
Jan-27				
		Catch Basins and Laterals	Operations	
	03000-10	Inventory of Non Capital Equipment Policy	Finance	
	31700-04	NORTH TYNDAL LAND ACQUISITION (241-06)	PLANNING	
	02000-01	USE OF FACILITIES - DOMINION PUBLIC BUILDING	CLERK / COMMUNICATIONS	
	66000-02	POLICY FOR MPS, LUB, SUBDIVISION BYLAW AND DA AGREEMENT ADOPTION AND ADMENDMENT	PLANNING	
	66150-02	ENFORCEMENT POLICY AND SUMMARY OFFENCE TICKETS (211-28)	POLICE	
Feb-27				
		PACE Bylaw	Finance	
	C 02	Discharge of Firearms Bylaw	Police	
	P 04	MINIMUM STANDARDS FOR RESIDENTIAL OCCUPANCIES	PLANNING	
	04000-03	STAFF TRAINING (211-06)	HR	
Mar-27				
	72000-08	Community Support Grants Policy	Community Living	
		Adopt A Garden	Operations	
	66000-03	POLICY FOR PUBLIC PARTICIPATION AND NOTIFICATION	PLANNING	
	C 03	LOITERING BYLAW	POLICE	
	66000-01	PLANNING ADVISORY COMMITTEE (210-23)	PLANNING	updated March 2023
Apr-27				
	P 09	COMMERCIAL DEVELOPMENT SUPPORT BYLAW	PLANNING	
	C 10	MOBILE VENDORS ON STREETS AND SIDEWALKS	POLICE	
	04000-05	OVERTIME - NON-UNION EMPLOYEES (211-21)	CUSTOMER SERVICE/HR	
May-27				
		Encroachment on Public Streets	Operations	



**TOWN OF AMHERST
BYLAW LISTING**

DEADLINE	BYLAW/POLICY NO.	BYLAW / POLICY	ASSIGNED TO	NOTES
	10350-14	REQUESTS FOR FLAG RAISINGS & PROCLAMATIONS (210-24)	Communications	
	10350-24	PROCEEDINGS OF COUNCIL	Clerk	
	317400-05	NORTH TYNDAL WELLFIELD ADVISORY COMMITTEE POLICY	PLANNING	
Jun-27				
	02300-03	Sale/Disposal of Surplus Equipment	Finance	
	C 09	C TAXI BYLAW	POLICE	
	C07	FIRES AND BURNING OF MATERIALS BYLAW	FIRE	
Sep-27				
		Street Rating System	Operations	
	04000-01	RECOGNITION OF EMPLOYEES (210-15)	HR	
	04000-02	SUGGESTION AWARDS (211-16)	HR	
	04000-14	PERSONAL LEAVE OF ABSENCE POLICY	HR	
Oct-27				
	01130-01	TOWN CREST (210)02)	CLERK	
Nov-27				
		Ice Helmet Policy	Operations	
		Smoke Free Recreational Places Bylaw	Operations	
	03450-02	Capital Investment Plan (CIP) Framework/Budget Policy	Finance	
Dec-27				
	03000-03`	Fund Raising	Finance	
Jan-28				
		Sidewalk Inspection and Maintenance	Operations	
		Street Inspection and Maintenance	Operations	
	03400-02	Banking Policy	Finance	
Feb-28				
	C 04	COMPANION ANIMAL BYLAW	POLICE	

CAO Task Report

October 2025

Task Updates:

<p>Task: Municipal Boundary Change Application sent to UARB. Notice posted in paper. Appeal period ends mid September. Board is currently determining if they are going to hold a hearing prior to making a decision. Status: Ongoing</p>
<p>Task: Committee Review No change. The only item left is to repeal the Joint Councils Policy, need to coordinate with Cumberland County. Status: In-progress</p>
<p>Task: Request to Present – Social Media and Communication No change. This will be undertaken when drafting our new marketing / communications plan. Status: In Progress</p>
<p>Task: Extended Producer Responsibility Still waiting for Circular Materials to send us the latest document for signature. Status: In Progress</p>
<p>Task: Nova Scotia Strong Mayor Powers Draft letter sent to other CAOs. Status: In Progress</p>
<p>Task: Russell Street Development CAO has advised the developer of the decision. Status: Closed</p>
<p>Task: GRID Funding Applications submitted for the wastewater treatment plant UV disinfection system and for the extension of services to expand the Industrial Park. Status: In Progress</p>
<p>Task: United Way Tax Relief Request CAO has advised the United Way of the decision. Status: Closed.</p>

Monthly Report

Community Living

October 2025

Over the months of September/October the Community Living Department has been working on the following things:

Events:

- Planning and hosting Esther Fest activities (Great Amherst Street party, Scarecrow stroll)
- Creating videos for promotion of events and Submission to Hometown Takeover
- Updating materials for Culture History and Tourism
- Assisting with community events (Cumberland County Charity Fair and Chignecto Arts Council, Welcoming Week)
- Planning for U17 hockey game

Community Well Being:

- Finalizing Beautification Strategy
- Hosting collaborative meetings with Cultural, Heritage and History groups
- Ongoing meetings regarding the design, funding and development of the Accessible Playground
- Start-up meeting with AYTC, elections, yearly planning
- Grant funding submission for Multicultural and Anti Racism Program (MARF) which would include hiring for a two-year term position.
- Amherst Food Network partners meetings

Community Health Navigator:

- Separate report attached

Active Living:

- Multisport set up, registration and planning for 2025/26 year
- Attendance at Bridgewater 55+ games
- Working on trail signage/wayfinding materials
- Grant submissions for pickleball
- Planning for U17 game

Marketing/Communication

- Working on Marketing and Communications Strategy
- Planned community proclamations and flag raisings

- New Business Certificates

Director Task Updates:

Task: Accessible playground Update: Working on design. Grant application submitted. Status: Ongoing
Task: Downtown Business Taskforce Update: Small working group identified Status: Community Committee first meeting in September/October
Task: Anson Aircraft Update: Meetings to discuss the development of a memorial Status: Memo in council package
Task: "A" Special Day Update: Staff are currently formulating options for 2026 Progress: Ongoing

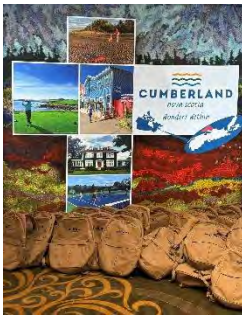
Community Navigator Amherst Town Council Report
October 2025

September was a busy month of preparation for my first job fair/conference, providing welcome baskets to new physicians and getting ready for new physician arrivals. I took the opportunity to partner with North Cumberland Health Care Centre in Pugwash who hosted a breakfast for staff.

Completed:

- Met with Nova Scotia navigators at the monthly meeting to discuss the upcoming Family Medicine Resident Education Symposium (FMRES) conference.
- Provided support to North Cumberland Health Care Centre in Pugwash for their staff breakfast held at the facility on September 17th.
- Attended the Dalhousie Medical group Academic days in Pugwash on September 5th, 2025
 - 23 residents with North Nova were invited to attend training sessions at the Lobster Factory in Pugwash.
 - We provided them with lunch in between sessions.
 - After the sessions were completed, they had the opportunity to enjoy the rural life by attending a BBQ at the cottage of Janneke Gradstein by the water where they could socialize on the deck, take in some scenery while kayaking and meeting some of the local physicians who stopped by.
- Met Dr. Liora Naroditsky while in Pugwash, she is a new family medicine physician in Pugwash and surgical assistant in Amherst.
- Travelled to Parrsboro to deliver a welcome basket and meet a husband-and-wife team Dr. Jessica Johnson and Dr. Matthew Kumar. Their offices are in the Parrsboro Primary Health Care Clinic.
- Provided welcome baskets to new physicians in the Amherst area. **Nova Scotia Health advised 15 doctors have been recruited to Amherst/Cumberland County since January 2025. Contracts have been signed and start dates are continuing until December.**
- Met with a family from UK who are working towards finalizing their move to Canada. Both husband and wife will be working in the Amherst hospital.
 - Provided them with support while here house hunting.

- Worked with 4 new physicians virtually to provide them with details to help with their settling into Cumberland.
- Attended the Family Medicine Resident Education Symposium (FMRES) Conference September 24 – 26th 2025.
 - There were 205 residents in attendance, we had over 160 stop by our booth to talk with Sharon Bristol, Dr. Balloch and myself. They had a lot of questions regarding the location of Cumberland, what we had to offer, the population base, and workplace.
 - With the data we collected, we have 100 residents who are interested in a site visit to our area, 14 who said no and another 29 who did not provide an answer on our forms.



- Monthly meeting with Nova Scotia navigators.
- Connect with Physician retention committees – meeting October 6th.
- Site Visit from Faculty of Medicine (FoM) and Department of Family Medicine (DFM) of Dalhousie University at Colchester East Hants Health Centre – October 9th.

Coming up:

- Connect with Recognition committees – meeting October 30th.
- Plan recognition events for physicians and all staff.
- Contact residents who provided their details and expressed interest in coming to Amherst/Cumberland County for a site visit for possible recruitment.

Amy Menzies

Monthly Report

Corporate

October 2025

IT Services:

Multiple POs completed and received.

Completed Server updates and renewed licensing.

Working on the sound equipment at the Stadium since the mic issues in early September. We temporarily fixed the sound system at the Stadium, bypassing the UPS to have some functionality at the hockey games. We are checking on new and additional microphones to assist with Stadium sound issues.

Attended the AMANS conference in Sydney, Nova Scotia.

Installed a new version of VMWare on one of the servers with different licensing. Testing the server and configuring it to work in our environment. Connected the Server to the Network hard drives.

Setting up Laptops for Tom Wood as the new Inspector at APD and for the two current Major Crime Officers. A laptop will need to be setup for the Officer that will be taking Tom Woods place in Major Crimes.

Day to Day IT issues.

Procurement:

ID	Type	Project	Process Type	Budget Type	Released	Closed	App'd	App'd By
	RFP	Decorative Lighting Supply/Install	Regular	C			X	CAO
	RFQ	Lift Station Pump Replacements	Regular	C			X	CAO
	RFQ	West Victoria Eng. Design	Regular	C			X	CAO
	RFQ	Tables and Chairs	Regular	C			X	CAO

Other:

E-11 Customer service

There were 100 cases opened in September. Top categories were: Solid Waste / Bin replacements or repairs (39 cases), Application for Development or Building Permit (20 cases), Dangerous/Unsightly Premises (11 cases)

Monthly Report

Cumberland Business Connector

October 2025

Priority: Support Businesses (primarily 0-50 employees)

The Cumberland Business Accelerator Program continues to support businesses with high growth potential.

Accelerator businesses have been supported in the following ways:

- Provided advice and additional referrals to a business undertaking a multi-million dollar expansion and automation project
- Advised on different ways that business owners could proceed with the succession of their business. The owners are preparing to sell their business as a going concern.
- Provided advice to a local business undertaking a significant research and development project with a local university.

The Business Spotlight program continues to highlight small businesses on social media. Many businesses find that this leads to increased awareness and foot traffic.

We continue to share information that is relevant to the local business community from economic development partners and government departments. This includes things as varied as; programs to improve irrigation, programs to enhance trade diversification, training workshops, etc.

Business Retention and Expansion visits are going well. Some highlights include:

- Introduced a business to a potential business customer
- Worked with a growing business on workforce attraction and retention
- We have advised a local business who is looking to build their local customer base
- Assisted another business that wants to expand out of their rented space and build a new building to house their business. We identified significant gaps in their business idea that will have to be addressed for the move to be successful.

Workshops

- Four workshops have been planned for Small Business Week in October. These will be held in Amherst, Pugwash and Parrsboro. An additional 5 workshops are in the planning stage for late fall and through the winter.
- We supported Immigration, Refugees and Citizenship Canada and the Nova Scotia Department of Labour, Skills, and Immigration to host a workshop in Amherst for businesses looking to hire workers.

New Businesses

- We continue to see interest from entrepreneurs in starting businesses.
- We continue to work with an entrepreneur who has an innovative concept product for the green energy sector. He's been working on this for the past five years. We have advised on organizing his information into a business plan, preparing an investor pitch deck, and next steps including the development of a prototype, identifying the skills needed both in the start-up and expansion phase.

Priority: Labour Availability and Workforce Development

- On September 25th, we hosted a Career Fair at the High School in Springhill. Another one was held at the Oxford Regional High School on October 15th. Additional Career Fairs will be held in late winter or the spring of 2026.
- The Northern Connector Program (which is a collaboration between the Cumberland Business Connector, the Truro Colchester Partnership, the Pictou County Partnership, and the Department of Labour Skills and Immigration) is focusing on connecting youth to apprenticeship opportunities in the trades, particularly in the Construction Sector. This includes working with O2 students and teachers in High Schools to assist in making connections for the youth.
- The Cumberland Business Connector and CBDC Cumberland have met with NSCC's 2nd Year Business Students to explain to them the resources and supports that are available to any who is considering starting a business in the future.
- Along with Sharon Bristol, we met with the ARHS Student Council advisors to discuss a possible Opportunities Fair in the coming months to be held at the High School
- We met with the NS Apprenticeship Agency to discuss ways that we could enhance collaboration in the future.

Other Work

- We have printed a "Business Resources and Support Guide," to have a comprehensive summary of resources from governments and non-profits that can assist businesses across our region.
- The Cumberland Business Connector continues to work with the Regional Enterprise Networks and the Halifax Partnership to help businesses with trade challenges as well as share relevant resources and tools that we create to help our businesses.
- We continue to work with the Valley Regional Enterprise Network and with the Truro Colchester Partnership on a potential Agricultural Technology Corridor to benefit agricultural businesses in all our regions.
- We are collaborating on a planned AI Adoption project to determine where it is useful for small businesses to utilize AI and where it isn't. This is in collaboration with the Pictou County Partnership and St. Francis Xavier University in Antigonish and will include businesses in the Amherst and Cumberland region.
- We have attended industry association meetings and other meetings that are relevant to our region. This includes:
 - Forestry Nova Scotia's Town Hall meeting in Oxford on September 25th
 - A Town Hall meeting on Oct 6th, led by the Nova Scotia Federation of Agriculture to discuss the drought's impact on this region's agricultural industry
- Monthly Team Cumberland meetings continue to ensure that each organization that serves businesses knows what other resources are available to local businesses.
- We are working with the Atlantic Economic Council to undertake a high-level Economic Impact Assessment of the planned \$650 million Isthmus of Chignecto resiliency project. This will be the single largest infrastructure project in or near the Cumberland Region since the Confederation Bridge was built.
- We helped Dalhousie arrange a Community Engagement Session which was held at the Amherst NSCC Campus. This brought together local businesses, municipalities, and community groups with Dalhousie's senior leadership team.
- We had a call with the Nova Scotia Department of Inter-Governmental Affairs who are preparing for the renegotiation of the Canada, United States, Mexico Trade Agreement which must be completed in 2026. There is a lot of uncertainty about the scope of this renegotiation.
- The Cumberland Business Connector is in the process of hiring another part time Business Development Officer.

Monthly Report

Finance

October 2025

FINANCE

The March 31, 2025 consolidated Town of Amherst financial statements were approved by Council at the September meeting. The financial statements have been sent to the required sources (Province, NS Utility and Review Board) before the September 29th deadline.

The Statements of Estimates (SOE) A and B were submitted to the Province before the September 29th due date. The Financial Information Return (FIR) submission deadline is extended to October 31st as the Province was making changes to the FIR report and it was delayed in being released. The FIR report was released to municipalities on October 1st and was completed and submitted to the Province on October 9th.

The first quarter financial report was presented to the Audit Committee in September. Staff are reviewing the second quarter financials, with the next Audit Committee meeting planned for November/December.

TAX / ACCOUNTS RECEIVABLE / COLLECTIONS

2025/26 Tax Billings – The 2025/26 final tax bills were mailed out in August and were due on Sept 29, 2025.

2025 Assessment Appeals – The 2025 assessment appeal inventory from PVSC has 79 accounts with appeals as of October 1, 2025.

	# of Accounts Appealing		Appeal Completed as of Oct 1/25	Pending as of Oct 1/25	Withdrawn as of Oct 1/25	Outstanding Appeals as of Oct 1/25	Appeals Successful as of Oct 1/25	Loss of Assessment Value	Amount of Revenue Reduction	Nova Scotia Assessment Appeal Tribunal Status
Residential /Resource	67	\$32,370,100	51	0	4	12	7	\$150,200	\$2,508.34	1
Commercial	12	\$17,240,100	9	0	0	3	4	(\$771,200)	(\$34,472.64)	3
TOTAL	79	\$49,610,200	60	0	4	15	11	(\$621,000)	(\$31,964.30)	4

Property Sales/Tax Certificates– There were 17 residential property sales and 2 commercial property sales in September as well as 41 tax certificate requests completed during the month of September.

WATER/SEWER

Preparations for 2nd quarter water billing is underway. Meter reading will take place the first 2-3 weeks of October and bills will be generated and hopefully sent by the end of October.

TASK UPDATES

Task: Capital Budget Amendment Fire Chief's Response Vehicle

Motion: That Council approve an amendment to the 2025/26 capital budget in the amount of \$75,000 to replace the Fire Chief's command vehicle, including the operational accessories, to be funded from the operating reserve.

Update: Vehicle has been added to the 2025/26 capital budget with funding source.

Status: Complete.

Task: Year End Operating Reserve Transfers

Motion: That Council approve the following transfers from the Operating Reserve to General Operating:

- Withdraw from the Operating Reserve – Reserve for Solid Waste of \$2,137.73 to fund the deficit in the Solid Waste department for the 2024/25 fiscal year.
- Withdraw from the Operating Reserve – Reserve for Sewage of \$2,548.98 to fund the deficit in the Solid Waste department for the 2024/25 fiscal year.

Update: These transfers were completed as part of the year end review. No further action required.

Status: Complete.

Task: Year End Capital Financing Adjustment

Motion: That Council approve the following changes to the funding for the 2024/25 Water Capital Budget: Approval of the increase of Water Operating capital from revenue from \$40,000 to \$134,000.

Update: The increase in capital from revenue was completed as part of the year end review. No further action required.

Status: Complete.

Task: 2024/25 Consolidated Financial Statements

Motion: That Council accept the recommendation of the Audit Committee:

approving the Town of Amherst Consolidated Financial Statements for the year ended March 31, 2025, which have been audited by the firm McIsaac Darragh Inc.

Update: Financial statements have been posted on the Town of Amherst website and have been sent to the Department of Municipal Affairs and the Utility and Review Board. All documentation requirements of the September 29 deadline have been met.

Status: Complete.

Task: Capital Budget Amendment – West Victoria Street Engineering Design

Motion: That Council approve an amendment to the 2025/26 general capital budget, and the 2025/26 water utility capital budget to include the engineering design to reconstruct West Victoria Street from the CNR tracks to Hickman Street to be funded with:

- \$15,000 from the Operating Reserve – Sewer
- \$37,000 from the Operating Reserve – Unrestricted, and
- \$15,000 from the water utility depreciation fund

For a total of \$67,000 inclusive of applicable taxes.

Update: Capital budget has been amended to include this project with funding sources.

Status: Finance - Complete.

Monthly Report

Fire Department

October 2025

PROFESSIONAL DEVELOPMENT

Weekly Fire Fighter Training

During the month of September, the Amherst Fire Department concentrated its training efforts on several key areas to enhance operational readiness and team cohesion. A primary focus was the introduction and hands-on training with the Holmatro V-Struts, a newly acquired stabilization tool designed for use during motor vehicle collision responses. This training ensured that personnel are proficient in deploying the equipment safely and effectively under real-world conditions. In addition to technical training, the department held company meetings to review operational updates and reinforce operational priorities. To promote teamwork and physical conditioning, members participated in a relay race, fostering camaraderie and morale. A training session on ladder operations and flue fire response techniques, both critical components of structural firefighting. These sessions emphasized safety, efficiency, and best practices in managing elevated access and chimney fire scenarios.

Fire Rescue Canada Conference

Between September 18th and 25th, Chief Greg Jones attended the Fire Rescue Canada Conference in Winnipeg, Manitoba, hosted by the Canadian Association of Fire Chiefs. This national gathering brought together fire service professionals from across Canada to share insights, collaborate, and explore emerging trends through a wide array of training sessions and keynote presentations. Topics ranged from national updates in fire and emergency management, fire weather insights by author John Vaillant, and economic impacts on emergency services, to operational challenges like wildfire response, building code changes, and volunteer recruitment strategies. Leadership and wellness were central themes, with other sessions addressing occupational health and safety, mental health support, and the evolving responsibilities of fire chiefs.

The conference also delved into forward thinking subjects such as artificial intelligence in the fire service, trauma informed leadership, and inclusive mentorship. Sessions like Welcome to the Jungle: Leading Change in the Fire Service, Magnetic Communication for Stronger Teams, and Leadership: What Is Your Primary Mission, emphasized the importance of adaptability, resilience, and inclusive leadership. A trade show complemented the event, featuring vendors from Canada and the United States showcasing cutting edge equipment and technologies to enhance firefighter safety and effectiveness. Notably, Chief Jones was re-elected to the Board of Directors of the Canadian Association of Fire Chiefs, continuing his role as Director-at-Large.

FIRE PREVENTION

This year's Fire Prevention Week was observed from October 5th to the 11th, with the theme: "*Charge into Fire Safety: Lithium-Ion Batteries in Your Home™*." The campaign focused on the safe use, charging, and disposal of lithium-ion batteries, which are commonly found in household devices. In support of this initiative, the Amherst Fire Department hosted a public open house on October 9th, welcoming community members into the fire station for an engaging and educational experience. Attendees had the opportunity to learn about fire prevention in a unique setting, with interactive displays and informative sessions.

We were pleased to be joined by our valued response partners from the Amherst Police Department and Emergency Health Services, who contributed to the event by sharing important safety information and insights with the public. Their participation helped reinforce the collaborative approach we take to community safety and emergency preparedness.

EVENTS

Emergency Services Memorial Service

On September 28th, the Amherst Fire Fighters Association, in collaboration with the Amherst Fire Department, held its annual Emergency Services Memorial Service. This solemn event serves as a meaningful opportunity to honour and recognize the unwavering dedication of emergency first responders—past and present. It is a time to reflect with deep gratitude and respect on the sacrifices made, and to remember those we have lost in service to our communities.

Annual Firefighters’ Banquet

The Amherst Fire Department will host its annual banquet on Saturday, November 1st. This event provides an opportunity to reflect on the past year, celebrate achievements, and recognize the dedication and years of service contributed by the members of the department. It is a time to come together in appreciation of the commitment and efforts that define our team.

RECRUITMENT

We are actively seeking 8–12 new members to join our team before fall. Interested individuals can learn more at: www.amherst.ca/volunteer-firefighter.html

INCIDENT RESPONSES – September 2025

	<u>Town of Amherst</u>	<u>District 2</u>
Alarm - Pull Station Activated	1	
Complaint - smell of propane/natural gas	1	
Complaint - Smoke Alarm - activated	1	
Monitored Alarm	6	1
Motor Vehicle Accident		4
Mutual Aid	2	
Oven/Stove malfunction	1	
Phone crash notification	1	
Wildland Fire / open land	1	1
Wood Burning Appliance	1	
Total events	15	6
Total responses (Year to date)	230	

TASK UPDATES

Task: **No open tasks at this time**

Monthly Report

Human Resources

October 2025

Staffing Updates

Culture, Events & Marketing Coordinator: We are pleased to have announced that Tegan Tran has been permanently appointed to this position within the Community Living department. Tegan was previously with us on a term position and has done such a great job that we are so happy to have her with us now permanently. Congratulations Tegan and thanks for all you do!

APD Inspector: Tom Wood has now officially assumed the Inspector position with the Amherst Police Department. Congratulations Inspector Wood! We know you will be amazing in your new role.

Operator (Public Works): We continue to have David Tupper and Brad Doernbach filling in due to staff leaves at our Public Works garage. This month, we also welcomed previous summer student, Burke Beed, back to fill in for another temporary vacancy. Our term employees play a vital role in keeping our operations running smoothly during times of leave and we appreciate their commitment and adaptability.

Current Recruitment

Police Cadet Program: We are pleased to have sponsored Cameron MacLeod as the successful applicant for the police cadet program for 2025. Cam is currently attending the cadet program at the Atlantic Police Academy, and we look forward to hosting him in the coming weeks for the on-the-job training component of the program.

APD has also been awarded two student positions in the January 2026 police cadet class. Applicant screening is currently underway.

Other HR News

HR Policy Review

Staff also continue to review all HR policies and procedures with the “Personnel & Code of Ethics” policy currently under review for recommended revisions.

Market Review

HR staff are currently gathering data to complete a market review of salaries in preparation for operating budget 2026.

Wellness Committee

This month brought the official revival of our Wellness Committee. The Wellness Committee's mandate is to support initiatives that address the physical, mental, emotional, social, safety, and financial health of our employees, recognizing that employee wellness is integral to our success, engagement and resilience.

The first order of business was to review and revise the terms of reference and elect a Chairperson. The Wellness Committee also got busy planning October, November and December initiatives, including our annual staff Christmas party.

Foundations of Belonging Training

HR staff rolled out phase 1 of our Foundations of Belonging in the Workplace training for a total of 60 initial participants. This training directly supports the goals of our strategic plan and the AIDE plan to *"provide educational opportunities for elected officials and employees on respect, cultural awareness and the promotion of and protection of human rights."*

We look forward to feedback from all participants as we consider a second phase of training.

CUPE Labour Management Meeting

Our semi-annual CUPE labour-management meeting was held on October 9, 2025. It was a productive meeting where we worked through key agenda items together.

Payroll

Payroll and WCB remittances are up to date.

Payroll remittances are remitted to CRA bi-weekly by the payroll company.

WCB is remitted automatically via our payroll provider.

Monthly Report

Operations

October 2025

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

RECREATION and HORTICULTURE

- Dickey Park washroom is open daily from 9:00am to 5:00pm.
- The Amherst Skating Club started with their regular season schedule on October 2.
- CCMHA started their regular season schedule on October 2.
- CCMHA are hosting the Bluenose Tournament October 17 to 19 and October 24 to 26.
- The Town is hosting a World U17 exhibition hockey game on October 31.
- The walking track is open daily.
- Regularly scheduled public skating started on October 1.
- Park winterization ongoing.
- Aeration of athletic fields and green spaces is ongoing.
- The water supply at the Dog Park water was shut off for the season on October 17.
- Robb Complex will be closed for the season on November 1.

PUBLIC WORKS

- Quarterly meter reading started on October 1. An issue with the handheld meter reader has caused a delay with the reads. Meter reads were delayed by 3 weeks.
- Water utility changed out a 6" water valve on Chamberlain Street that was leaking.
- A 1 ½" water service was installed on the MacDonald Road for the new EHS facility.
- Staff completed the pressure testing and chlorination of the new watermain on Marshview Drive.
- Staff repaired or replaced 30 compost bins in the past month.
- The Indigenous and African Nova Scotian themed crosswalks were painted.
- The new Abbey Road sidewalk was completed, and staff are now working on the replacement of the sidewalk on Wellington Street from the 6-way stop to Church Street.
- Annual sanitary sewer line flushing program was completed, as well as the cleaning of the wet well at the LaPlanche River pumping station.
- Staff checked and replaced expired AED pads and batteries in our facilities.
- Staff repaired broken floor in the first-floor washroom of the library.
- The capital paving program is now complete, as well as the paving of Phase 1 of the Marshview Drive extension.
- Facility fire alarm and sprinkler system inspections were completed.

SOLID WASTE

- The final round of Household Hazardous Waste Events took place on September 13th (Blitz) and September 20th (Amherst). Both events were well attended with 113 vehicles served at the Blitz Event and 223 at the Amherst Event.
- The Solid Waste Hotline received 361 calls in September.
- Staff continue to post sorting information and collection & safety reminders on the Cumberland Region Solid Waste Facebook page.
- The annual Shred Event was held on September 5th from 9:00 a.m. – 12:00 p.m. at the Amherst Fire Hall. Over 71 vehicles dropped off paper during the event.
- Cumberland Region Solid Waste is in the process of creating wildlife themed litter prevention signage. The signs will be strategically placed along trails, at parks, and on beaches throughout Cumberland County which experience high traffic during the summer and fall.
- In celebration of Waste Reduction Week, a costume swap is being held at West Highlands Elementary School on October 23rd from 5:30 p.m. – 7:00 p.m.
- As part of the Education Contract with Divert NS, Region 3 is required to submit 3 nominations for the Mobius Environmental Awards. Cumberland Region Solid Waste staff nominated Maxine and Allie Clarke from Oxford and The Sunset Community from Pugwash.

Upcoming and ongoing projects:

- Amherst Jr. Ramblers have 4 home games in November.
- Amherst Senior Ducks have 3 home games in November.
- Remembrance Day veteran's banners will go up on November 1st.
- Staff will be preparing for the annual holiday light up and Santa Claus Parade.
- Water Utility Staff will be winterizing fire hydrants.
- Staff will be getting the salt trucks and snow removal equipment ready for service.

TASK UPDATES

Task: GRID Funding Applications

Update: Funding applications have been submitted for the wastewater treatment plant UV disinfection system and for the extension of services to expand the Industrial Park

Status: In Progress

Task: Capital Budget Amendment West Victoria Street Engineering Design

Update: The engineering design was awarded to RV Anderson Limited.

Status: In Progress

Monthly Report

Planning & Economic Development

October 2025

Planning & Development

The attached report outlines permits issued from September to October 16th and provides a 2024/2025 year-to-date comparison. Residential approvals have hit 152 units approved in 2025 to-date.

Written closing arguments were submitted September 29th following the appeal hearing that was held earlier in the month regarding Council's approval of Six Point Star Homes' development agreement for an apartment complex at 112 Victoria Street West. The proposal includes two 16-unit and three 8-unit buildings. A decision is expected in the coming weeks.

Staff presented the final drafts of the MPS and LUB. Consideration of first reading will be on the October regular Council meeting agenda.

On October 6th, the PAC heard an appeal of the Dangerous or Unsightly Administrator's decision regarding a complaint at 39 Rupert Street. The Committee met again on October 16th to make a decision.

The Transit Feasibility Study is progressing on schedule. Staff met with the consultant to review several potential routes and is using that feedback to further refine a shortlist of potential routes for analysis.

Representatives from the Town attended the launch of the new Tourism Nova Scotia Strategic Plan at the Stanfield Airport in Halifax on September 24th. The event provided a great networking opportunity, including conversations with key stakeholders such as Minister David Ritcey. The plan offers strategic direction for the tourism industry in the province and outlines goals for local tourism initiatives.

Dalhousie University, led by President Kim Brook, hosted an Engagement Day at the NSCC Campus in Amherst on October 3rd. The event included participation from Town and Municipality staff, local businesses, and community organizations. Dalhousie shared information about its offerings, while local stakeholders discussed the needs and priorities of the Cumberland Region. Dalhousie representatives committed to providing a *What We Heard Report* with the possibility of a follow up meeting in the future.

Efforts continue on attracting new business development and investment in Amherst. The Economic Development Officer attended the International Council of Shopping Centers conference in Toronto from October 6th to 8th. The event brought together over 2,000 delegates from across Canada and the United States, representing a wide range of sectors. It was a valuable opportunity for networking, exploring potential retail and commercial development prospects, and gathering ideas for investment attraction.

Representatives from Immigration, Refugees and Citizenship Canada hosted a “Meet & Greet” event at the Community Credit Union Business Innovation Centre on October 8th where the focus was on hiring international talent. The regional Immigration Navigator, YREACH, the Immigration Services Association of Nova Scotia, and Service NS, attended the event to support employers in hiring and integrating international workers into the local workforce.

The Land Agent hired under the Town’s Nova Scotia Nature Agreement with the Department of Environment and Climate Change has completed a property owner engagement project. Nine strong land prospects were identified. Staff are now working with agreement partners to determine which agency is best suited to follow up on each lead based on property location.

Two of the three new business promotional signs installed along Laplanche Street (Trunk #2) have been populated with logos from participating local businesses. The businesses for the third sign have been selected. This initiative, led by the Municipality of Cumberland, extended invitations to local businesses to participate. Due to the high response rate, there is consideration for installing a fourth sign in the future.

The Cumberland Chamber of Commerce is hosting their 2025 Small Business Awards Gala at the Amherst Golf Course on October 23rd. The Town is again supporting the Gala by sponsoring the Amherst Community Support and Service Award.

Activities are planned for Small Business Week, along with the launch of the 2025/26 “Mind Your Business” workshop series, which aims to support local entrepreneurs and business development. Below is the list of upcoming events:

Date	Event / Organizer	Topic
Oct 20	Marketing for Rural Business	Presented by Michelle McCann - Parrsboro
Oct 21	Thriving as a Business Owner	Presented by Melanie Bower – Amherst CCUBIC
Oct 22	NS Works Fall Job Fair	Event for local companies to meet local job seekers. -Amherst Lions Den
Oct 22	Marketing for Rural Business	Presented by Michelle McCann - Pugwash
Oct 23	Trade and Exports Navigation Workshop	Presented by Invest NS – Amherst CCUBIC
Oct 23	Cumberland Chamber of Commerce	Small Business Awards Gala
Nov 4	Atlantic Economic Council	Business Outlook Conference – Charlottetown

Task Updates

<p>Task: Nature Challenge Fund Land Acquisition Status: Consideration for a land trade is on the October agenda.</p>
<p>Task: 112 West Victoria Street DA Second Reading Appeal hearing held September 3rd. Written closing arguments were submitted September 29th with a decision anticipated in the coming weeks. Status: In-progress</p>
<p>Task: Amherst Train Station Substantial Alteration Status: Complete – closing this task.</p>
<p>Task: Marketing Levy Feasibility No further updates are available at this time. Tourism efforts have been added to the meeting agenda scheduled with town/county CAOs, Mayors, and Deputy Mayors. Status: In Progress</p>
<p>Task: Transit Feasibility Study Stakeholder engagement is complete. Current work includes potential route analysis and drafting the report. Status: In Progress</p>
<p>Task: 8 Lower LaPlanche Street Purchase & Sale Agreement The vendor's estate is now settled and staff are actively working to close the sale. Status: Ongoing</p>

Permits Issued: June 1st – September 1st

PERMIT APPLICATIONS

For Period: June 01 2025 To September 01 2025

Number	PID	Civc Address	New Units	Work Type	Bldg Type	Proposed Use	Permit Fee	Value
C2025-049	25518242	91 Rupert St	18	Construction	Apartments	Apartment Building	832.00	3,000,000.00
B2025-050	25010257	69 South Albion St	0	Renovate	Commercial	Automobile Service and Ca	550.00	200,000.00
D2025-051	25028127	60 Prince Arthur St	0	Construction	Single Detached Dwelling	Home business/occupation	50.00	0.00
C2025-052	25503160	27 Station St	0	Renovate	Commercial	Restaurants	97.00	19,000.00
B2025-053	25028036	33 Prince Arthur St	0	Renovate	Commercial	Office	150.00	40,000.00
C2025-054	25460981	10 Ridgewood Crt	0	Construction	Garage/Carport/Shed	Deck	50.00	5,000.00
B2025-055	25012345	7 Central Ave	0	Repair	Single Detached Dwelling	Foundation	56.00	2,500.00
D2025-056	25489451	112 South Albion St	0	Construction	Commercial	Industry - Permanent Sign	50.00	50.00
B2025-057	25007261	5 Copp Lan	0	Construction	Garage/Carport/Shed	Shed	65.00	40,000.00
C2025-058	25030867	12 Russell St	0	Construction	Garage/Carport/Shed	Shed	63.00	6,000.00
C2025-059	25519414	1 Vista Dr	1	Construction	Single Detached Dwelling	Single Detached Dwelling	144.00	270,000.00
D2025-060	25471103	3 Casper Crt	0	Construction	Garage/Carport/Shed	Residential Accessory Use	50.00	800.00
C2025-061	25343815	27 Christie St	0	Construction	Garage/Carport/Shed	Porch/Patio	80.00	30,000.00
C2025-062	25030701	94 Rupert St	0	Construction	Garage/Carport/Shed	Garage	65.00	25,000.00
C2025-063	25452707	3 Donald Ave	0	Renovate	Garage/Carport/Shed	Porch/Patio	87.00	15,000.00
C2025-064	25029471	3 Robie St	4	Construction	Apartments	Apartment Building	50.00	200,000.00
C2025-065	25394214	45 Anson Ave	0	Addition	Industrial	Office	262.50	1,750,000.00
B2025-066	25016973	22 Croft St	0	Renovate	Double Dwelling	Duplex	75.00	10,000.00
B2025-067	25025909	29 Patterson St	0	Renovate	Single Detached Dwelling	Single Detached Dwelling	225.00	70,000.00
C2025-068	25462094	30 Fernwood Dr	1	Construction	Single Detached Dwelling	Moble/Mini Homes	192.00	140,000.00
C2025-069	25462094	32 Fernwood Dr	1	Construction	Single Detached Dwelling	Moble/Mini Homes	161.00	110,000.00
C2025-070	25462094	34 Fernwood Dr	1	Construction	Single Detached Dwelling	Moble/Mini Homes	192.00	130,000.00
B2025-071	25028036	33 Prince Arthur St	0	Renovate	Commercial	Office	162.00	45,000.00
C2025-072	25521774	2 Aspen Way	1	Construction	Double Dwelling	Semi-Detached Dwelling	121.00	200,000.00
C2025-073	25521782	4 Aspen Way	1	Construction	Double Dwelling	Semi-Detached Dwelling	121.00	200,000.00
C2025-074	25521790	6 Aspen Way	1	Construction	Double Dwelling	Semi-Detached Dwelling	121.00	190,000.00
C2025-075	25521808	8 Aspen Way	1	Construction	Double Dwelling	Semi-Detached Dwelling	121.00	190,000.00
C2025-076	25521816	10 Aspen Way	1	Construction	Double Dwelling	Semi-Detached Dwelling	121.00	190,000.00
C2025-077	25521824	12 Aspen Way	1	Construction	Double Dwelling	Semi-Detached Dwelling	121.00	190,000.00
C2025-078	25521832	14 Aspen Way	1	Construction	Apartments	Triplex	96.00	150,000.00
C2025-079	25521840	16 Aspen Way	1	Construction	Apartments	Triplex	96.00	150,000.00
C2025-081	25521865	20 Aspen Way	1	Construction	Double Dwelling	Semi-Detached Dwelling	121.00	200,000.00
C2025-082	25521873	22 Aspen Way	1	Construction	Double Dwelling	Semi-Detached Dwelling	121.00	200,000.00
C2025-083	25521923	1 Aspen Way	1	Construction	Single Detached Dwelling	Single Detached Dwelling	144.00	270,000.00
C2025-084	25521915	3 Aspen Way	1	Construction	Single Detached Dwelling	Single Detached Dwelling	144.00	270,000.00
C2025-085	25521907	5 Aspen Way	1	Construction	Single Detached Dwelling	Single Detached Dwelling	144.00	270,000.00
C2025-086	25521899	7 Aspen Way	1	Construction	Single Detached Dwelling	Single Detached Dwelling	144.00	270,000.00
B2025-087	25521881	9 Aspen Way	1	Construction	Single Detached Dwelling	Single Detached Dwelling	144.00	270,000.00
Total	38		41				5,588.50	9,318,350.00

September YTD Comparison

ACTIVITY REPORT

For Month of September 2025-09-30

Type	Sep 2024			Sep 2025		
	Permits	Units	Value of Construction	Permits	Units	Value of Construction
Single Family	3	1	260,882	4	11	620,000
Duplex/Semi	0	0	0	0	0	0
Apartments	0	0	0	0	0	0
Other Residential	12	0	26,500	1	0	35,000
Commercial	0	0	0	2	0	360,000
Industrial	0	0	0	1	0	1,500,024
Inst & Gov	0	0	0	0	0	0
Agriculture	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total	15	1	287,382	8	11	2,515,024
Year To Date	88	69	17,326,750	95	141	29,012,936

Monthly Report

Police Services

October 2025

TRAINING:

PROS Training: Our newest dispatcher, Brett Holmes attended PROS training in Dartmouth from September 8th to the 12th which coincides with his extensive on-the-job training with our in-house dispatch trainers. Brett has been hired part time and will be covering shortages and busy times in the dispatch centre.

Crisis Intervention Team Training: 4 APD members completed the Crisis Intervention Team training which was jointly hosted by APD and Mental Health from September 22nd to the 26th in the Francis Smith Community Room. The instructors included professionals from NS Mental Health and Police officers from the Truro Police Service. This training certifies members in Crisis Intervention and utilizing the resources available to help our most vulnerable population. This same training was held in September of 2023 (7 members certified) and in June of 2022 (8 members were certified). At this time, the majority of our operational members have been trained and certified as the tools, skills and knowledge gained is an incredible asset when approaching mental health calls and people in crisis.



Upcoming Training: Scheduled training for the month of October includes Major Case Management, Major Case Team Leader, a Sexual Assault investigators Seminar in Halifax and a Financial Crimes Seminar for our Major Crime Unit staff.

GENERAL OPERATIONAL UPDATES:

Know our Number – In line with our strategic Priorities, the Amherst Police Department has started a “*Know our Number* campaign”. Our goal is to ensure that as many people as possible remember our emergency number and call police when we are needed or to advise police of problems or matters that we should be attending to.
[#APDKnowOurNumber](#)



Safe-Approach-Rescue Vehicle – On September 29th, 2025, Amherst Fire Fighters Association (AFFA) representative Tim Cook presented Sgt. Aaron Graham a donation to go towards outfitting the donated GardaWorld vehicle. This vehicle, when fully operational can be used in a wide variety of situations from a mobile command post to a secure vehicle for approaching scenes. The AFFA also provided the Amherst Police Department with a generator for operational use during deployments and critical incidents.

Counterfeit \$100 Bills: The Amherst Police Department received 2 complaints concerning counterfeit \$100 bills being passed in town. The incidents were reported on the 21st and 22nd of September. As a result, our Facebook page was utilized to advise the public of the phoney bills and provided some advice on how to identify counterfeit currency.

PIN Checking incidents: The Amherst Police also received reports concerning PIN-Checking, which is a technique used by suspects who position themselves close to a victim during a debit or credit card transaction, attempting to observe and capture the PIN number as it is entered. Once obtained, suspects may then attempt to steal the card through distraction or theft, using the PIN to make fraudulent purchases or withdraw cash. Again, this issue was shared on our Social Media pages to advise the public and provided tips and precautions to safeguard our personal and banking information.

Police Pursuits/Failing to Stop: During the month of September, we had 4 incidents of motorists failing to stop for police. This compares to 4 incidents in August and 7 incidents in July. There were no incidents in June and 10 incidents in May.

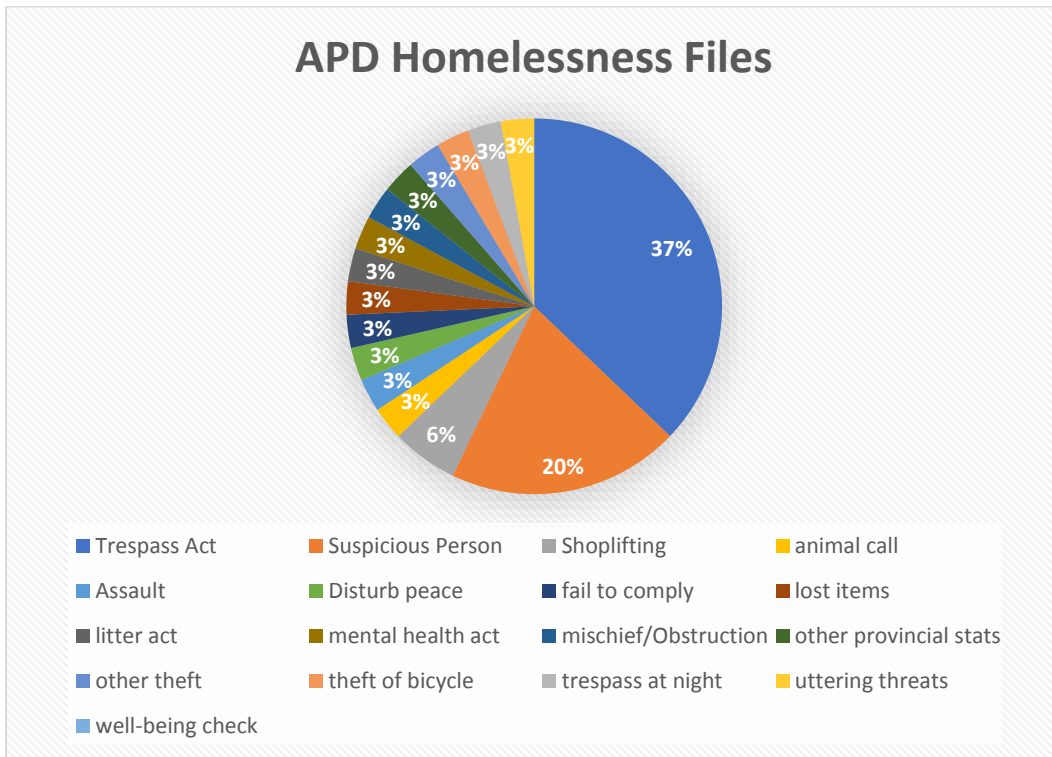
- On September 11th, police received a complaint about a person who was allegedly driving while impaired. Patrols located the vehicle which immediately pulled into a local residence and the driver fled on foot but was stopped at Taser-point. The 28-year-old male is now facing charges of refusal of a demand (alcohol), resist/Obstruct Police and flight from police.
- On September 16th, police observed a vehicle on South Albion Street with a vehicle that had a plate that did not match the vehicle description. Police recognized the driver and as it pulled into a parking lot, police pulled in front of it and activated the emergency lights. The vehicle backed up and turned at a high rate of speed, exiting back on to South Albion Street and towards a construction zone. The officer did not pursue. A second officer observed the vehicle pull into the Irving parking lot, but spotted police and again fled towards the trans-Canada highway towards New Brunswick. RCMP were notified but the vehicle was not located. The driver is still at large and is facing several charges in relation to this incident.
- On September 19th, police attempted to stop a vehicle that was travelling on East Pleasant Street near Church Street. The vehicle did not have a plate, but police recognized the driver. Police attempted to intercept the car and block it off and activated the emergency lights. The subject car pulled around the police and fled at a high rate of speed. The pursuit was called off as the vehicle headed back onto Albion Street and out of town. The driver is still at large and is facing numerous charges in relation to this incident.
- On September 21st an off-duty officer spotted a vehicle in the Robert Angus Drive area which was in very poor shape. A window was broken, and the plate did not match the vehicle. Two police vehicles approached the area as the officers recognized the vehicle description from other incidents earlier in the month. As the emergency lights were activated, the vehicle bolted through a parking lot, back onto Robert Angus Drive, cutting off traffic and headed out of town on Church Street. Police did not pursue. The off-duty officer was able to recognize the driver, who is still at large and facing several charges in relation to this incident.

In all these cases, the pursuits were terminated as per policy and as a public safety issue. All pursuit files are subject to a review to ensure that members are following policy.

Shoplifting/Theft Complaints: In September, police responded to 19 complaints of shoplifting. This compares to 15 complaints in August and 12 In July. In total for September police also responded to 24 additional complaints of theft of which 4 were complaints of stolen bikes, and 2 gas drive offs.

Homelessness Files: As you are aware, APD has been tracking homelessness complaints for the past few years. For the month of September, APD logged 36 complaints associated to homelessness. This compares to 43 in August and 38 complaints in July. As in previous homelessness stats, the vast majority of complaints are around 2-3 of the same people. Many of the complaints are concerning trespassing type issues and suspicious persons.

APD Homelessness Files



OPERATIONAL STATS – PROS Occurrences - September 2025

Total Occurrences:	461
911 Act	7
Aeronautics Act	1
Animal calls	6
Arson – Damage to Property	1
Assault	17
Assault with a weapon/Assault causing harm	3
Assist General Public	6
Assist other agency	14
Breach of peace	2
Break and enter – residence	2
Cannabis Act	1
Vehicle checkpoint	1
Child youth and family services act	2
Controlled Drugs and Substances Act	13
Crime Prevention	28
Criminal Harassment	7
Dangerous driving	4
Demonstrations/protests	1
Disturb the peace	6
Driving complaint	1
Fail to comply with order	4
Refusal to comply with demand (alcohol)	1
False alarms	28
Firearms Act	2
Fraud	12
Harassing communications	10
Indecent Act	1
Other Provincial/territorial statutes	15
Information file	1
Items lost/found	21

Liquor Act	3
Litter Act	2
Mental Health Act	21
Mischief	12
Motor Vehicle Act	16
Municipal Bylaws	9
Flight from Police	4
Operation while impaired	2
Theft	20
Parking	5
Person reported missing	1
Property check	4
Roadside suspensions	1
Sexual offenses	2
Suspicious person/vehicle/property	40
Taking motor vehicle without consent	1
Theft of bicycle	4
Shoplifting	19
Traffic collision	5
Trespass Act	33
Trespass at night	4
Counterfeit money	2
Uttering threats	8
Wellbeing check	21

TASK REPORT

Task: SARV – Safe Approach and Rescue Vehicle: GARDAWORLD has supplied APD with an armoured vehicle and we are slowly equipping it. It is operational, but requires additional emergency equipment
Update Status: In Progress: 2025-10-10: Have received additional funding/donations for SARV for designing the inside. Amherst FF Association has provided \$2500 and a generator and Harrison’s Building Supplies are donating materials. Met with team last week to discuss next steps. Also on October 9th, the SARV and other APD equipment was displayed at the Fire Department open house with Sgt Graham, Cpl Babineau and Cst Pavlovic, D/Chief Hunter and Chief Pike attending.

Task: Marsh Trail ATV Issues: That staff be directed to install signs, barriers and cameras along the centennial walking trail, and further that Council approves funding for such.
Update Status: In Progress In Progress. 2025-10-10: Fire ban has concluded. Matter is on hold as a result of new decisions that may impact the trails.

Task: School Zone Speeding: Continue to spread education and information through various mediums (social media, in person etc) and through active enforcement of the applicable sections of the Motor Vehicle Act. In the event of specific complaints about speeding in school zones, or during focused enforcement initiatives, we will ensure that additional attention is given to this concern and the areas are monitored and information is shared via the various mediums available.
Update Status: In Progress 2025-10-10: Continuing to monitor areas and will be utilizing speed sign. CSt Matt Wilmot will be leading some of the projects with the assistance of Insp Wood. We will also continue with social media posts concerning school zones, crosswalks, etc.

Task: Crosswalk Safety Communication: Continue to spread education and information through various mediums (social media, in person etc) for crosswalk safety.
Update Status: In Progress .2025-10-10: We did a social media post on Sept 3rd on back to school and school zones, and have crosswalks. We will engage Teagan and her team in working on more.