



Town of Amherst  
Regular Council Meeting  
Agenda

Date: **Monday, October 30, 2023**  
Time: **6:00 pm**  
Location: **Council Chambers, Town Hall**

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	Pages
<b>1. CALL TO ORDER</b>	
<b>2. TERRITORIAL ACKNOWLEDGMENT</b>	
<p>“I would like to acknowledge that our gathering today is taking place in (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. These are the Indigenous Blacks of Nova Scotia whose legacy and contributions date back over 400 years predating confederation of this land. We are all treaty people.”</p>	
<b>3. MOMENT OF SILENCE</b>	
<b>4. APPROVAL OF AGENDA/MINUTES</b>	
<b>4.1 Approval of the Agenda</b>	
<b>4.2 Approval of Minutes</b>	
<b>4.2.1 September 25, 2023 Regular Meeting</b>	3 - 17
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<b>5. REQUESTS FOR DECISION</b>	
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<b>5.2 Council Committee Appointments - Kogon</b>	20 - 21
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<b>5.4 Inclusion, Diversity and Equity Committee Citizen Appointments - Davidson</b>	28 - 32

5.5	Creative Pathways Society Community Support Grant Request - Fawthrop	33 - 39
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6.	<b>INTERNAL COMMITTEE REPORTS</b>	
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6.6	Inclusion Diversity and Equity Committee - Davidson	134 - 134
6.7	Poverty Reduction Advisory Committee - No Report	
7.	<b>EXTERNAL COMMITTEE REPORTS</b>	
7.1	Cumberland Public Libraries - Fawthrop	135 - 135
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7.4	L. A. Animal Shelter - Fawthrop	142 - 142
8.	<b>ADJOURNMENT</b>	

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

**Date:** September 25, 2023  
**Time:** 6:00 pm  
**Location:** Council Chambers, Town Hall

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

**Staff Present** Jason MacDonald, Chief Administrative Officer  
Dwayne Pike, Chief, Police Services  
Greg Jones, Director, Fire Services  
Aaron Bourgeois, Director, Operations  
Andrew Fisher, Director, Planning & Strategic Initiatives  
Sharon Bristol, Director, Community Living  
Krista Crossman, Director, HR & Customer Services  
Kim Jones, Director, Corporate Communications & IT  
Sean Payne, Corporate Communications Officer  
Natalie LeBlanc, Municipal Clerk  
Cindy Brown, Administrative Assistant

**Staff Absent** Sarah Wilson, Director, Finance

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1. **CALL TO ORDER**  
Mayor Kogon called the meeting to order at 6:00 p.m.

2. **TERRITORIAL ACKNOWLEDGMENT**  
Mayor Kogon gave the Territorial Acknowledgement.

3. **APPROVAL OF AGENDA/MINUTES**

3.1 **Approval of the Agenda**  
Moved By Councillor Emery  
Seconded By Councillor Baker  
To approve the agenda as circulated.

**Motion Carried**

3.2 **Approval of Minutes**

3.2.1 **June 26, 2023 Regular Council**  
Moved By Councillor Fawthrop  
Seconded By Councillor Davidson  
To approve the minutes of the June 26, 2023 regular meeting of Council as circulated.

**Motion Carried**

3.2.2 **July 5, 2023 Special Council**  
Moved By Councillor Fawthrop  
Seconded By Councillor Davidson  
To approve the minutes of the July 5, 2023 special meeting of Council as circulated.

**Motion Carried**

3.2.3 **July 12, 2023 Public Hearing**  
Moved By Deputy Mayor Landry  
Seconded By Councillor Emery  
To approve the minutes of the July 12, 2023 Public Hearing as circulated.

**Motion Carried**

**3.2.4 July 26, 2023 Special Council**

**Moved By Councillor Fawthrop**

**Seconded By Councillor Davidson**

**To approve the minutes of the July 26, 2023 special meeting of Council as circulated.**

**Motion Carried**

**4. REQUESTS FOR DECISION**

**4.1 106 Church Street Development Agreement Second Reading**

Councillor Baker did not vote on this item as he was not in attendance at the Public Hearing.

**Moved By Deputy Mayor Landry**

**Seconded By Councillor Chambers**

**That Council give Second Reading of the development agreement for 106 Church Street to allow a change of use to a clay studio.**

**Motion Carried**

Case No: DA-2023-XX

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2023.

Between:

**WILLARD LEECK & LESLIE SADLER** (owner of property located at 106 Church Street, Amherst [PID 25013871], hereinafter called the "Owner"),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy GP-11 of the Municipal Planning Strategy of the Town of Amherst, to operate a clay studio on property located at 106 Church Street (PID 25013871).

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

AND WHEREAS the Council of the Town, at its meeting on the \_\_\_\_<sup>th</sup> Day of \_\_\_\_\_ 2023, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

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

- 1) That the Owner is the registered owner of the aforesaid Land in the Town of Amherst, hereinafter called the "Land". The aforesaid Land is the only land in the Town of Amherst to which this Agreement applies, and the Land is illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may operate a clay studio on the said lands, subject to the following Schedule A, attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.
- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.
- 8) Uses permitted as-of-right in the R-1 Residential Zone, as may be amended from time to time, are permitted on the property pursuant to the requirements of the said zone.
- 9) The following matters are considered not substantive as per Section 227 (3) (a) of the Municipal Government Act:
  - a. The hours of operation as indicated in Schedule A.
  - b. The number of employees as indicated in Schedule A.
  - c. The type of use as indicated in Schedule A.



**Moved By Councillor Davidson  
Seconded By Councillor Fawthrop  
That Council give Second Reading of the attached Development Agreement for  
Electric Street (PIDs: 25508698, 25005430 and 25033747) that would permit a 3-  
story, 24-unit apartment building.**

**Motion Carried**

Case No: DA-2023-XX

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2023.

Between:

**CASEY REALTY LIMITED** (owner of three abutting properties along Electric Street, Amherst [PIDs: 25508698, 25005430 and 25033747], hereinafter called the "Owner"),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy CP-15 of the Municipal Planning Strategy of the Town of Amherst, to construct a 3-story, 24-unit apartment building on three abutting properties along Electric Street (PIDs: 25508698, 25005430 and 25033747 respectively).

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

AND WHEREAS the Council of the Town, at its meeting on the \_\_\_\_\_<sup>th</sup> Day of \_\_\_\_\_ 2023, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

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

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' - Property Location Map
- (c) Schedule 'C' - Site Plan
- (d) Schedule 'D' - Building Elevations

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

- 1) That the Owner is the registered owner of the aforesaid Land in the Town of Amherst, hereinafter called the "Land". The aforesaid Land is the only land in the Town of Amherst to which this Agreement applies, and the Land is illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may construct a maximum of a 24-unit, 3-level apartment building on the said Land, subject to Schedules A, B, C, and D attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.
- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

**SIGNED, SEALED AND DELIVERED**

In the presence of

**THE TOWN OF AMHERST**

\_\_\_\_\_  
David Kogon MD, Mayor

\_\_\_\_\_  
Jason MacDonald, MCIP, LPP, CAO

**FOR THE OWNER**

**Schedule A PID 25508698, 25005430 and 25033747, Electric Street, Amherst**

Terms and Conditions:

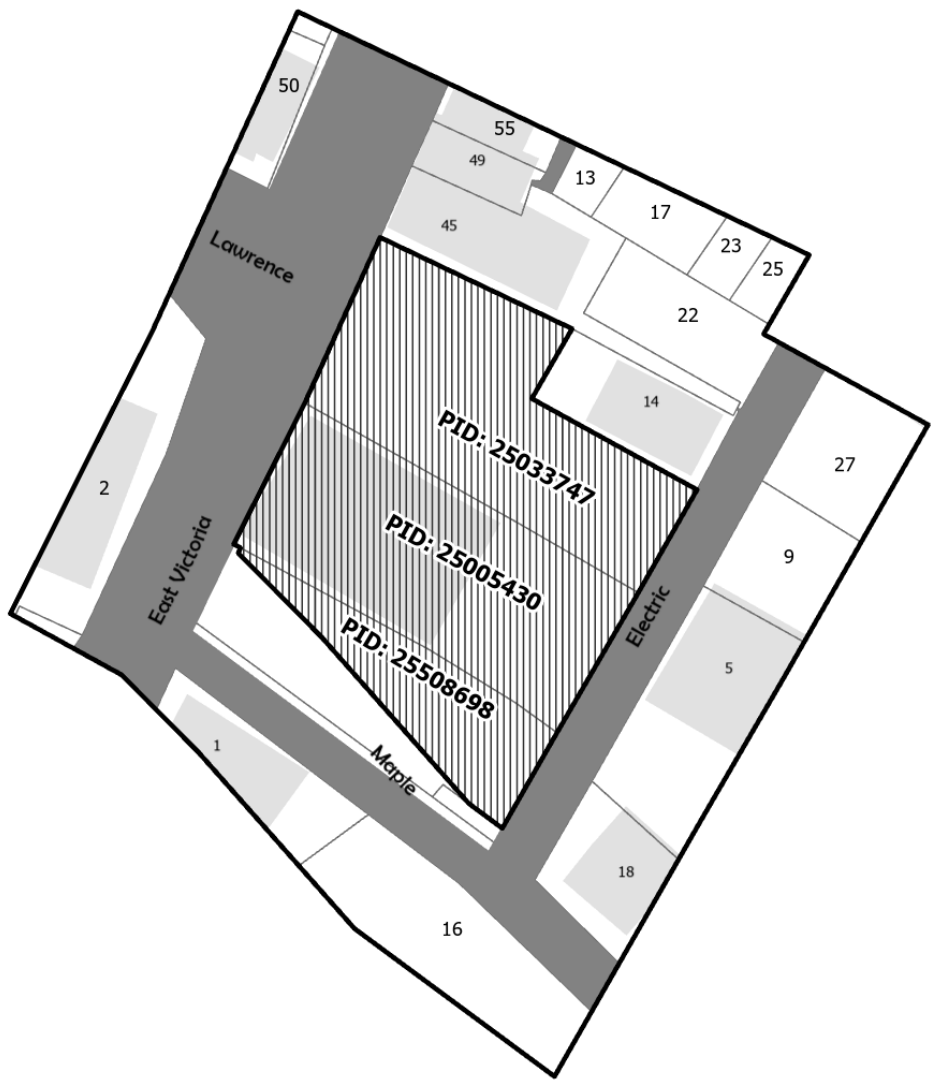
**17. USE OF LAND AND BUILDINGS**

- 18. The use of the properties shall be limited to a 24-unit, 3-level apartment building in the general location as shown on Schedule 'C'. Other commercial uses are permitted, subject to compliance with the Amherst Land Use Bylaw.
- 19. A minimum of 48 parking spaces shall be provided on the Land and shall be generally configured as shown on Schedule 'C'.
- 1.4 Accessory buildings may be permitted on the Land in accordance with the *Town of Amherst Land Use Bylaw* and shall not be considered a substantial change to this agreement.
- 1.5 The building shall generally conform to the designs shown on Schedule 'C' and 'D'. Variations to the architectural details and footprint of the dwellings may be permitted, to the satisfaction of the Development Officer. Such changes shall not be considered substantial changes to this agreement.
- 1.6 The Owner shall be responsible for landscaping unpaved areas and maintenance on the Land.
- 1.7 The Owner shall be responsible for maintaining screened solid waste containment areas, generally in the locations shown on Schedule 'C'.
- 1.8 Paving of the driveways and parking areas shall be completed for the facility within twelve (12) months from the date an Occupancy Permit is issued.

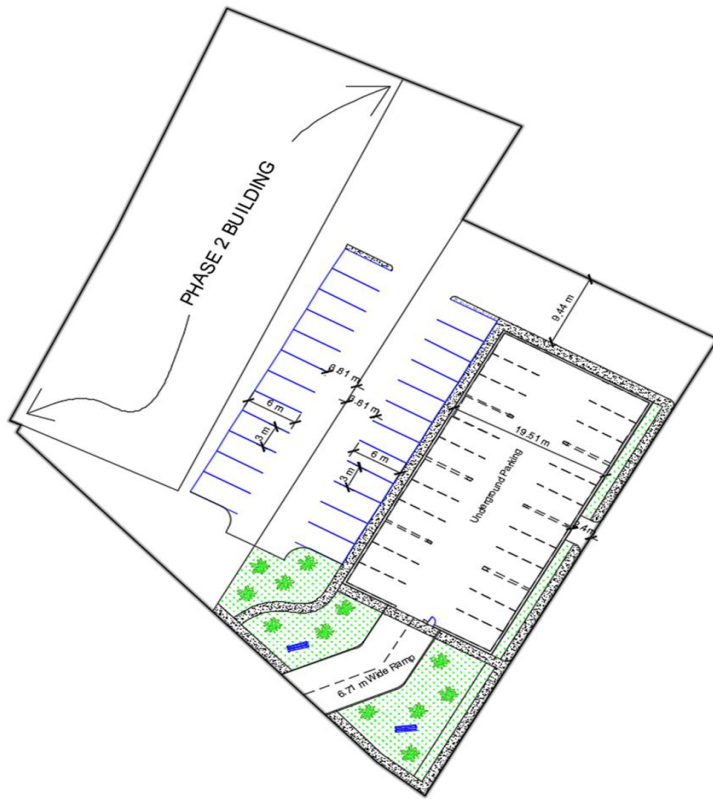
**2.0 GENERAL REQUIREMENTS**

- 2.1 The Owner shall keep the Land, building and any portion thereof clean and in good repair. All elements of the development on the Land shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.3 Solid waste management shall be in conformance with the *Town of Amherst Solid Waste Bylaw*.
- 2.4 The Owner shall be responsible for storm water management during and after construction.
- 2.5 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste.

**Schedule B**



Schedule C



Schedule D

**1 East**  
1:100

**4 West**  
1:100

**2 North**  
1:100

**3 South**  
1:100

Rev	Description	Date

PROJECT: CASEY APARTMENTS 24 UNITS  
 SITE: LOT 21-1 Electric St, Amherst  
 CLIENT: Casey Realty  
 DRAWN BY: L. SHERBY  
 DATE: 23-01-23  
 PROJECT NUMBER: 22-030  
 SCALE: 1:100  
 TITLE: ARCHITECTURE  
 SHEET: Z



**4.3 Lot 22-2 Prince Arthur Street Development Agreement Second Reading**

Councillor Baker did not vote on this item as he was not in attendance at the Public Hearing.

**Moved By Councillor Chambers**

**Seconded By Councillor Emery**

**That Council give Second Reading of the Development Agreement for Lot 22-2 Prince Arthur Street (PID: 25514563) to permit the construction of a 24-unit apartment building.**

**Motion Carried**

Case No: DA-2023-XX

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2023.

Between:

**CASEY REALTY LIMITED** (owner of Lot 22-2 Prince Arthur Street, Amherst [PID: 25514563], hereinafter called the "Owner"),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy CP-15 of the Municipal Planning Strategy of the Town of Amherst, to construct a 3-story, 24-unit apartment building on three abutting properties along Prince Arthur Street (PID: 25514563).

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

AND WHEREAS the Council of the Town, at its meeting on the \_\_\_\_<sup>th</sup> Day of \_\_\_\_\_ 2023, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

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

- (e) Schedule 'A' - Terms and Conditions
- (f) Schedule 'B' - Property Location Map
- (g) Schedule 'C' - Site Plan
- (h) Schedule 'D' - Building Elevations

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

- 1) That the Owner is the registered owner of the aforesaid Land in the Town of Amherst, hereinafter called the "Land". The aforesaid Land is the only land in the Town of Amherst to which this Agreement applies, and the Land is illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may construct a maximum of a 24-unit, 3-level apartment building on the said Land, subject to Schedules A, B, C, and D attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.
- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

**SIGNED, SEALED AND DELIVERED**

In the presence of

**THE TOWN OF AMHERST**

\_\_\_\_\_  
David Kogon MD, Mayor

\_\_\_\_\_  
Jason MacDonald, MCIP, LPP, CAO

**FOR THE OWNER**

**Schedule A**

**Lot 22-2, PID 25514563, Prince Arthur Street, Amherst**

Terms and Conditions:

**20. USE OF LAND AND BUILDINGS**

- 21. The use of the property shall be limited to a 24-unit, 3-level apartment building in the general location as shown on Schedule 'C'.
- 22. A minimum of 46 parking spaces shall be provided on the Land and shall be generally configured as shown on Schedule 'C'.
- 1.4 Accessory buildings may be permitted on the Land in accordance with the *Town of Amherst Land Use Bylaw* and shall not be considered a substantial change to this agreement.
- 1.5 The building shall generally conform to the designs shown on Schedule 'C' and 'D'. Variations to the architectural details and footprint of the dwellings may be permitted, to the satisfaction of the Development Officer. Such changes shall not be considered substantial.
- 1.6 The Owners shall be responsible for landscaping unpaved areas and maintenance on the Land.
- 1.7 The Owner shall install a fence along the property line that abuts properties fronting on Prince Arthur.
- 1.8 The Owner shall be responsible for maintaining screened solid waste containment areas, generally in the locations shown on Schedule 'C'.
- 1.9 Paving of the driveways and parking areas shall be completed for the facility within twelve (12) months from the date an Occupancy Permit is issued.

**2.0 GENERAL REQUIREMENTS**

- 2.1 The Owner shall keep the Land, building and any portion thereof clean and in good repair. All elements of the development on the Land shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.3 Solid waste management shall be in conformance with the *Town of Amherst Solid Waste Bylaw*.
- 2.4 The Owner shall be responsible for storm water management during and after construction.
- 2.5 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste.

**Schedule B**



Schedule C



Schedule D

**1 East**  
1:100

**4 West**  
1:100

**2 North**  
1:100

**3 South**  
1:100

Rev	Description	Date

PROJECT: CASEY APARTMENTS 24 UNITS  
 CLIENT: Casey Realty  
 DRAWN BY: JWB/RSB/BJL  
 DATE: 23/07/21  
 SCALE: 1:100  
 PROJECT NUMBER: 20-375  
 DRAWING NUMBER: 2



**4.4 Audited Financial Statements**

**Moved By Councillor Baker**

**Seconded By Councillor Davidson**

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

**approving the Town of Amherst Consolidated Financial Statements for the year ended March 31, 2023, which have been audited by the firm McIsaac Darragh Inc.**

**Motion Carried**

**4.5 Adjustment to Capital Budget Funding**

**Moved By Councillor Emery**

**Seconded By Deputy Mayor Landry**

**That Council approve of the following changes to the funding for the 2022/23 Water and General Capital Budget:**

1. **Approval of the increase of Water Operating capital from revenue from \$40,000 to \$103,000;**
2. **Approval of the increase of General Operating capital from revenue from \$575,000 to \$595,149.16; and**
3. **Approval of the increase of Sewer Operating capital from revenue from \$15,000 to \$56,992.08.**

**Motion Carried**

**4.6 Transfer from Reserves to General Operating**

**Moved By Councillor Chambers**

**Seconded By Councillor Fawthrop**

**That Council approve of the following transfer from the Operating Reserve to General Operating:**

- **Withdraw from the Operating Reserve – Reserve for Solid Waste of \$19,427.67 to fund the deficit in the Solid Waste department for the 2022/23 fiscal year.**

**Motion Carried**

**4.7 Amherst Youth Town Council Policy Amendments**

**Moved By Councillor Davidson**

**Seconded By Councillor Chambers**

**That Council approve of the amendments to the Amherst Youth Town Council Policy as presented.**

**Motion Carried**

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**TITLE: AMHERST YOUTH TOWN COUNCIL POLICY**  
**SECTION: EXECUTIVE OFFICE**  
**POLICY NO: 10350-20**

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**APPROVAL DATE: \_\_\_\_\_ 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 COMMITTEE **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 ~~42~~ 15.
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. ~~residents.~~
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. ~~Generally, meetings will commence at 3:05pm at an accessible location.~~ 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 members 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.

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	

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

**4.8 Amherst Youth Town Council Appointments**

**Moved By Councillor Fawthrop**

**Seconded By Councillor Emery**

**That Council appoint Peter Sigtryggsson and Tomas Sigtryggsson to the Amherst Youth Town Council.**

**Motion Carried**

**4.9 Salary Administration Policy Amendments**

**Moved By Deputy Mayor Landry**

**Seconded By Councillor Davidson**

**That Council approve of the amendments to the Salary Administration Policy as presented.**

**Motion Carried**

**TITLE: SALARY ADMINISTRATION POLICY**  
**SECTION: HUMAN RESOURCE MANAGEMENT**  
**POLICY NO: 04530-01**

**APPROVAL DATE:** \_\_\_\_\_ **CAO Signature:** \_\_\_\_\_

**PURPOSE**

To set out the Policy of the Town of Amherst for salary administration for all non-union employees.

**POLICY STATEMENT**

The Town of Amherst will ensure the fair and equitable compensation of all non-union employees in relation to the duties of the position within the Town.

**OBJECTIVES**

1. To promote salary equity in the Town's non-union sector.
2. To establish a framework and procedure to determine categories of compensation for new positions.

**DEFINITION OF TERMS**

**Salary Grid** - shows all the salary scales applicable to positions within the Town. The salary grids are contained in Appendices A, A-1, B, C-1. The salary grid – Appendix C-1- has eight steps.

**Step Adjustment** – a move from one step, within a given salary range, to another (usually the next step) for individual employees is based on a satisfactory performance evaluation.

**Salary Range** - is defined as a range of pay for a category of duties, with a minimum and maximum. The range will be established by Council after considering the recommendation of the CAO.

**Overall Market Review** – A review of the appropriateness of the Job Category Listing (Appendix C) and the Salary Grid (Appendix C-1). The review shall include a survey of the market value of similar positions.

**Performance Evaluation** – A formal evaluation of the employee's job performance. All employees will receive at least one Performance Evaluation in each year of service.

**SALARY GRID:**

An appropriate salary grid for all non-union positions shall be determined by the council:

**New Positions:** Recommendations for placement on the Job Category Listing shall be prepared by the Chief Administrative Officer and forwarded to Council for approval.

**STEP ADJUSTMENTS**

Step adjustments shall be made only when:

1. The adjustment can be accommodated within the Salary Account of the appropriate department; and
2. A current Performance Evaluation form is on file.

Upon completion of a satisfactory annual evaluation, the employee may be moved to the next step on the salary grid within his or her category. All step movements must be approved by the CAO.

An employee in Step 8 in a year in which there is no overall market review shall receive a bonus equal to salary times CPI for the immediately preceding calendar year. This amount will be separate and not added to the base salary.

The CAO may, on the recommendation of the Director, authorize a movement of up to 3 steps in one year to recognize exceptional performance. In normal circumstances employees would move one step each year upon a satisfactory performance evaluation.

**TRAVEL VEHICLE ALLOWANCES:**

Mayor, Council and Directors of departments shall receive a monthly vehicle allowance of \$150.00.

The monthly vehicle allowance is for reimbursement for all local travel using one's personal motor vehicle for travel within the boundary of the Town of Amherst. Travel outside the boundary is covered under Policy #03000-01. The monthly vehicle allowance shall be reviewed each year after considering any changes in the cost of operating a motor vehicle.

**LUNCH BREAKS:**

The lunch break period shall be for a one-hour period.

**PERFORMANCE EVALUATION:**

Performance appraisals shall be conducted by the Chief Administrative Officer/Director at the completion of the probation period, and at least annually thereafter recorded on Performance Evaluation forms.

The Chief Administrative Officer/Director shall discuss the employee's performance evaluation in detail with the employee, in accordance with the employee evaluation system and standardized forms.

**SCOPE OF RESPONSIBILITY:**

The Town Council shall:

1. Authorize changes to the policies comprising the program of employee compensation.
2. Review and approve salary categories for all established positions within the Town.
3. Review and consider for approval the recommendations of the CAO in regard to the appropriateness of the salary classifications and ranges from time to time if necessary.

The Chief Administrative Officer shall:

1. Review and recommend changes to policy and procedures as they relate to the employee compensation program.
2. Ensure the maintenance of the salary rating and performance appraisal procedures.
3. Conduct salary rating and performance evaluation procedures relative to Director positions.
4. Monitor salary surveys and make recommendations to Council concerning market conditions as appropriate with an overall market review to be completed every three (3) years, or as directed by Council.
5. Grant step and/or merit adjustments to individual employees in accordance with approved policies and procedures and subject to budgeting limitations.
6. Maintain all personnel files and records.
7. Determine salary ratings for temporary and casual positions.

The Director Shall:

1. Conduct performance evaluation procedures relative to the positions and employees within their respective departments, and make appropriate recommendations to the Chief Administrative Officer.
2. Make recommendations to the Chief Administrative Officer regarding step adjustments for employees within their departments.

**APPENDIX A**  
January 1, 2019

**Town of Amherst**  
Salary Grid

Job Level	Salary Amount	
Mayor	Stipend	\$41,178.00
Deputy Mayor	Stipend	\$27,723.00
Councilor	Stipend	\$25,050.00

**APPENDIX A-1**  
April 1, 2022

Salary Grid  
Other Non-Union Positions

Job Level
Chief of Police
Deputy Chief of Police

\*\*Effective April 1, 2018 the Chief of Police and Deputy Chief of Police salaries will be calculated on April 1<sup>st</sup> of each year as being 141% and 129% of the first-class constable rates.

**APPENDIX B**  
October 1, 2023

**Town of Amherst**  
Hourly Rate Grid – Casual

Job Title	Hourly Rate				
	Step 1	Step 2	Step 3	Step 4	Step 5
Casual Firefighter	17.27	17.55	17.86	18.17	18.46
Jail Guards	17.27	17.55	17.86	18.17	18.46
Canine Control Officer	15.13	15.64	16.16	16.68	17.28
School Crossing Guards	15.13	15.64	16.16	16.68	17.28
Ice Marshall	15.07	15.55	16.08	16.59	17.18
Other	Provincial Minimum Wage				
New Student	Provincial Minimum Wage				
Returning Student	Provincial Minimum Wage + \$1.00/hour				
Professional Student*	Provincial Minimum Wage + \$3.00/hour				

\* Applies to student employees enrolled in a professional post-secondary program for which the Town is requiring specialized educational requirements as a condition of employment. i.e. Engineering, Planning, Accounting, etc.

Category	Position
8	Director, Community Living
	Director, Communications and Information Technology
	Director, Finance
	Director, Fire Services
	Director, HR & Customer Services
	Director, Operations
	Director, Planning and Strategic Initiatives
7	Engineering Technologist
	Public Works Foreman

6	Building Official
	Business Development Officer
	Community Well-Being Manager
	Engineering Technician
	Facility Manager
	IT Manager
	Land Use Planner
	Municipal Clerk
	Parks & Recreation Foreman
	Solid Waste Education and Coordination Officer
	5
Fire Inspector	
4	Accounting Clerk/Accounts Payable
	Corporate Communications Officer (CCO)
	Dangerous and Unsightly Premises Administrator
	Fire Fighter
	HR Administrator
	Procurement Coordinator
3	Revenue Officer
	Active Living Coordinator
	Administrative Assistant – Clerk’s Office
	Bylaw Enforcement Officer
	Cashier/Customer Service
	Crime Prevention Coordinator
	Culture, Community Events & Marketing Coordinator
	Dispatcher
	IT Coordinator
Water/Sewer Billing Clerk	
2	Criminal Records Checks
1	Vacant

**APPENDIX C JOB CATEGORIES**

**APPENDIX C-1**  
September 28, 2022

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8	87,814	89,656	91,502	93,346	95,189	97,034	98,878	100,722
7	72,585	73,652	74,719	75,786	76,854	77,921	78,988	80,055
6	60,481	62,314	64,148	65,981	67,814	69,647	71,481	73,314
5	53,620	55,078	56,535	57,992	59,449	60,906	62,363	63,820
4	52,037	53,357	54,676	55,996	57,315	58,635	59,954	61,273
3	43,753	45,519	47,285	49,051	50,816	52,582	54,349	56,114
2	40,247	41,252	42,256	43,260	44,264	45,269	46,272	47,277
1	37,566	38,452	39,339	40,226	41,112	41,999	42,886	43,772

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
<b>Chief Administrative Officer</b>	As indicated under “Scope of Responsibility”
<b>Directors and Managers</b>	As indicated under “Scope of Responsibility”

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
1. NS minimum wage updates; 2. Position name changes: Municipal Clerk, Dir. Corp. Communications + Info Technology, removal of GIS Coordinator, addition of Engineering Technician	Crossman: Director, HR and Customer Services	Council	March 27, 2023
Appendix B – amendment to the pay structure for student hourly rate of pay.	Director of HR & Customer Services	Council	April 24, 2023
<b>NS minimum wage updates</b>	<b>Director of HR &amp; Customer Services</b>	<b>Council</b>	

**MINUTES REFERENCE DATE**

December 12, 2000	November 2, 2004 (See April 26, 2004 Minutes)	November 27, 2006
December 18, 2006	February 26, 2007	July 16, 2008
September 29, 2008	March 30, 2009	March 29, 2010
April 26, 2010	March 28, 2011	January 30, 2012
May 23, 2012	November 26, 2012	May 1, 2013
September 23, 2013	October 28, 2013	April 30, 2014
May 21, 2015	March 29, 2016	September 2, 2016
May 23, 2017	June 26, 2017	December 18, 2017
February 26, 2018	March 14, 2018	September 28, 2020
June 7, 2021	October 5, 2021	November 29, 2021
		September 28, 2022

**4.10 Community Support Grants**

Councillor Emery declared a conflict of interest and removed herself from the table for the discussion and vote on this item.

**Moved By Councillor Davidson**

**Seconded By Deputy Mayor Landry**

**That Council approve of funding in the amount of \$7,000 under the Community Support Grants Policy as follows:**

**Amherst Downtown Business Association - \$3,000.00 Esther Fest activities**

**Cumberland County Museum - \$4,000.00 modular walls for displays**

Conflict (1): Councillor Emery  
**Motion Carried**

**5. INFORMATION ITEM**

**5.1 FCM Conference Report**

Information item only; no direction given or action required.

**6. INTERNAL COMMITTEE REPORTS**

**6.1 Planning Advisory Committee - No Report**

**6.2 Amherst Board of Police Commissioners - No Report**

**6.3 Audit Committee**

Information item only; no direction given or action required.

**6.4 Amherst Youth Town Council - No Report**

**6.5 Accessibility Advisory Committee**

Information item only; no direction given or action required.

**6.6 Inclusion Diversity and Equity Committee**

Information item only; no direction given or action required.

**6.7 Poverty Reduction Advisory Committee**

Information item only; no direction given or action required.

**7. EXTERNAL COMMITTEE REPORTS**

**7.1 Cumberland Public Libraries**

Information item only; no direction given or action required.

**7.2 Cumberland YMCA**

Information item only; no direction given or action required.

**7.3 Northern Region Solid Waste Management**

Information item only; no direction given or action required.

**7.4 L. A. Animal Shelter**

Information item only; no direction given or action required.

**7.5 Senior Safety**

Information item only; no direction given or action required.

**7.6 Municipal Alcohol Project**

Information item only; no direction given or action required.

**8. ADJOURNMENT**

**Moved By Deputy Mayor Landry**

**Seconded By Councillor Chambers**

**To adjourn the meeting.**

**Motion Carried**

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Natalie LeBlanc  
Municipal Clerk

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David Kogon, MD  
Mayor

**Amherst Town Council  
Special Meeting  
Minutes**

Date: October 3, 2023  
Time: 4:00 pm  
Location: Council Chambers, Town Hall

Members Present Mayor David Kogon  
Deputy Mayor Leon Landry  
Councillor Charlie Chambers  
Councillor Dale Fawthrop  
Councillor Hal Davidson  
Councillor Lisa Emery

Members Absent Councillor George Baker

Staff Present Jason MacDonald, Chief Administrative Officer  
Greg Jones, Director, Fire Services  
Aaron Bourgeois, Director, Operations  
Andrew Fisher, Director, Planning & Strategic Initiatives  
Sarah Wilson, Director, Finance  
Sharon Bristol, Director, Community Living  
Sean Payne, Corporate Communications Officer  
Natalie LeBlanc, Municipal Clerk

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**1. CALL TO ORDER**

Mayor Kogon called the Special Council Meeting to order.

**1.1 TERRITORIAL ACKNOWLEDGMENT**

Mayor Kogon gave the Territorial Acknowledgement.

**2. REQUEST FOR DECISION**

**2.1 October 2023 Meeting Dates**

**Moved By Deputy Mayor Landry**

**Seconded By Councillor Chambers**

**That Council approve of changing the October 2023 Committee of the Whole meeting date from Monday, October 16, 2023 to Monday, October 23, 2023, and further change the October 2023 regular meeting of Council date from Monday, October 23, 2023 to Monday, October 30, 2023.**

**Motion Carried**

**3. In-Camera**

**Moved By Councillor Emery**

**Seconded By Councillor Fawthrop**

**To go in-camera.**

**Motion Carried**

**4. ADJOURNMENT**

**Moved By Deputy Mayor Landry**

**Seconded By Councillor Fawthrop**

**To adjourn the meeting.**

**Motion Carried**

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Natalie LeBlanc  
Municipal Clerk

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David Kogon, MD  
Mayor

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DEPARTMENT: COUNCIL

TITLE: **OFFICE OF DEPUTY MAYOR**

Minutes reference date: November 27, 2006 Page 256

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**PURPOSE**

To set out the policy of the Town with respect to the selection and term of office of the Deputy Mayor.

**POLICY STATEMENT**

1. At its first meeting following an election, Council shall select a Deputy Mayor to hold office from that date to October 31 of the following year.
2. In non-election years, Council shall select a Deputy Mayor at its October Council meeting to hold office from November 1 of that year until October 31 of the following calendar year.
3. Selection of the Deputy Mayor
  - a) The election of the Deputy Mayor shall be placed on the agenda.
  - b) When the item comes up on the agenda at the meeting the Mayor shall open the floor to members of Council for nomination.
  - c) If there is only one nominee, the Mayor shall entertain a motion to elect the nominated member as Deputy Mayor.
  - d) If there are multiple nominees, the Mayor shall direct the CAO to prepare ballots for the election reflecting the names of the nominees.
  - e) All members of Council, including those nominated, are eligible to vote.
  - f) Vote shall be by secret ballot.
  - g) Results shall be tabulated by the CAO who shall then communicate the results to the Mayor.
  - h) The Mayor shall declare the candidate with the most votes the Deputy Mayor for the term ending October 31 of the following calendar year.
  - i) Should the Deputy Mayor resign his or her office or cease to be a Councillor for any reason during the term of his or her office, the above noted process will be used to select a new Deputy Mayor, but the term of office shall be to complete the term of the Deputy Mayor whose vacancy created the need for a selection.

# SYNOPSIS

## Council Committee Appointments

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Council committee appointments were made in October of last year. The terms of current appointments expire on October 31<sup>st</sup>, 2023, except for Councillor Chambers and Councillor Baker's appointments to the Amherst Board of Police Commissioners, which expire October 31, 2024 and October 31, 2025 respectively.

### **MOTION:**

**That Council approve the following committee appointments effective November 1, 2023 to October 31, 2024.**

### **Mayor Kogon**

- **Regional Emergency Management**
- **Community Center Steering Committee**

### **Councillor Baker**

- **CJSMA**
- **Northern Region Solid Waste Committee**

### **Councillor Chambers**

- **Amherst Board of Police Commissioners**
- **Planning Advisory Committee**

### **Councillor Davidson**

- **Planning Advisory Committee**
- **Amherst Board of Police Commissioners**
- **Inclusion, Diversity and Equity Committee**
- **Community Center Steering Committee**

### **Councillor Emery**

- **CJSMA**
- **Municipal Alcohol Project**
- **Regional Emergency Management**
- **Senior Safety Advisory Group**

- **North Tyndal Wellfield Advisory Committee**
- **Intermunicipal Tourism Committee**

**Councillor Fawthrop**

- **Cumberland Public Libraries Board**
- **LA Animal Shelter**
- **Tree Advisory Committee**
- **North Tyndal Wellfield Advisory Committee**
- **YMCA Board of Directors**
- **Accessibility Advisory Committee**

**Councillor Landry**

- **Intermunicipal Poverty Reduction Advisory Committee**
- **Planning Advisory Committee**
- **Accessibility Advisory Committee**
- **Community Center Steering Committee (alternate)**
- **Inclusion, Diversity and Equity Committee**

**AND FURTHER, that all members of Council are also appointed to the Committee of the Whole of Amherst Town Council and the Town of Amherst Audit Committee.**

# SYNOPSIS

## Audit Committee Citizen Appointments

---

The current terms of appointment for the two citizen appointees to the Audit Committee expire on October 31, 2023. Expressions of interest were sought through the Cumberland Wire and Town of Amherst social media.

Following calls for expressions of interest, staff received two, both from our two current citizen appointees Rob Small and Jeff Brennan.

**MOTION:**

**That Council appoint Jeff Brennan and Rob Small to the Town of Amherst Audit Committee for a two-year term ending October 31, 2025.**



**AMHERST TOWN COUNCIL**

**RFD# 2023126**

**Date: October 30, 2023**

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

**SUBMITTED BY:** Natalie LeBlanc, Municipal Clerk

**DATE:** October 30, 2023

**SUBJECT:** Citizen Appointments to the Town of Amherst Audit Committee

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**ORIGIN:** Citizen appointments to the Audit Committee expire October 31, 2023. The Audit Committee Terms of Reference Policy 3000-05 states that all members of Council are to be appointed to the Committee, as well as two citizen members.

**LEGISLATIVE AUTHORITY:** Municipal Government Act, Section 44; Audit Committee Terms of Reference Policy 3000-05

**RECOMMENDATION:** That Council appoint Jeff Brennan and Rob Small to the Town of Amherst Audit Committee for a two-year term ending October 31, 2025.

**BACKGROUND:** The current terms of appointment for the two citizen appointees to the Audit Committee expire on October 31, 2023. Expressions of interest were sought through the Cumberland Wire and Town of Amherst social media.

**DISCUSSION:** Following calls for expressions of interest, staff received two, both from our two current citizen appointees Rob Small and Jeff Brennan. Section 3 of the attached Audit Committee Terms of Reference Policy states that there should be two citizen members, and that citizen appointees shall possess knowledge and understanding of financial and investment matters. Section 4 states that the initial citizen appointments (effective November 1, 2016) will be for one-year terms, as a transitional measure, and subsequent citizen appointments will be for two-year terms. Staff are recommending both of these interested citizens be appointed for two-year terms.

**FINANCIAL IMPLICATIONS:** There are no financial implications to these appointments as citizen appointments to Committees are volunteer positions.

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

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





**AMHERST TOWN COUNCIL**

**RFD# 2023126**

**Date: October 30, 2023**

**COMMUNITY ENGAGEMENT:** A notice was placed in the Cumberland Wire September 20, 2023 and September 27, 2023, as well as Town of Amherst social media advertising for these appointments.

**ALTERNATIVES:** 1. Delay the appointments and continue to solicit expressions of interest; however, this would leave the Committee with no citizen representation at this time.

**ATTACHMENTS:** Audit Committee Terms of Reference Policy

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Report prepared by: Natalie LeBlanc

Report and Financial approved by:



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**DEPARTMENT:** Council and Corporate Services

**TITLE:** Audit Committee Terms of Reference

Minutes reference date: 29 March 2016 27 February 2017

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**Purpose**

1. The Audit Committee (the “Committee”) assists Town Council (“Council”) in fulfilling its oversight responsibilities relating to finance and audit matters delegated to management by Council.
2. In particular, the Committee assists Council by reviewing:
  - a. Key financial information that will be provided to the province or made public;
  - b. Compliance with strategic financial plans, operating and capital budgets;
  - c. External and/or internal audit activities;
  - d. The system of internal controls, risk management and financial information technology;
  - e. Cash and investment management activities;
  - f. Insurance coverage of significant risks and uncertainties;
  - g. Financial Condition Indicators.

**Composition, Operations and Accountability**

3. The Committee shall be comprised of all members of Council plus two citizen appointments. The Committee shall be appointed by Council.
4. The initial citizen appointments (effective November 1, 2016) will be for one-year terms, as a transitional measure, and subsequent citizen appointments will be for two-year terms. Citizen appointees shall possess knowledge and understanding of financial and investment matters.
5. The Chief Administrative Officer (CAO) of the Town or his or her appointee shall be the secretary of the Committee
6. The Chief Administrative Officer, Treasurer and Accountant shall be non-voting members of the Committee.
7. The Chair shall be a member of Council and shall be elected annually by the Committee.
8. The Committee shall meet at least four times each year. The Committee Chair will make periodic reports to Council on matters relating to the Committee’s duties and responsibilities.
9. The Committee shall meet with the external auditors as it deems appropriate to consider any matter that the Committee or auditors determine should be brought to the attention of Council.
10. Through the CAO the Committee may request members of the Town’s senior management to attend meetings of the Committee as deemed necessary.
11. The Committee provides open avenues of communication among management, employees, external auditors and Council.

**Duties and Responsibilities**

12. The Committee has the following responsibilities and will perform the following duties.

**Financial Information**

- a. The Committee will review the following financial information that will be provided to the Province or made public:
  - i. Annual audited financial statements;
  - ii. Management discussion and analysis that accompanies the audited financial statements
  
- b. Ensure that meaningful financial information regarding current financial results and up to date forecasts is received on a timely basis, and that it provides information required for decision making.
  
- c. Review quarterly internal financial reports.
  
- d. Review:
  - i. the appropriateness of accounting policies and financial reporting practices and any proposed changes thereto;
  - ii. any new or pending developments in accounting and reporting standards; and
  - iii. significant estimates contained in the financial statements and other financial information.
  
- e. The Committee will:
  - i. assess the performance of the external auditor;
  - ii. review and recommend that Council approve the engagement or reappointment of the external auditor as required;
  - iii. oversee the activities of the external auditor by:
    - 1. reviewing, assessing and receiving assurances as to the independence of the external auditor;
    - 2. reviewing the provision of non-audit services performed by the external auditor;
    - 3. reviewing the external audit plan including the engagement letter, materiality limits, staffing, timetable and proposed fees;
    - 4. if necessary, requesting to meet with the external auditor without management present;
    - 5. reviewing matters with respect to the conduct and reporting of the external audit with particular reference to any difficulties encountered or restrictions imposed by management; and
    - 6. receiving and reviewing the external auditor's:
      - a. audit report;
      - b. findings with respect to the appropriateness of accounting policies, management estimates and significant accounting and/or reporting issues;
      - c. management letter including managements responses thereto and the evaluation of the internal control system; and
      - d. other matters of relevance identified in the audit.

- f. The Committee will periodically evaluate the need for the establishment of an internal audit function and make appropriate recommendations to the Council.

**Internal Control, Risk Management and Financial Information Systems**

- g. The Committee will review:
- i. the system of internal control;
  - ii. financial policies;
  - iii. the strategic and financial risk assessment process to ensure that key strategic and financial risks are identified, assessed and risk mitigation strategies are implemented;
  - iv. financial information technology to ensure that it effectively supports or provides for current and future planning, financial activities;
  - v. the security of financial information, financial information technology and financial information disaster recovery plans; and
  - vi. compliance with financial statutory and regulatory obligations.

**Investment Management Activity**

- h. The Committee shall be responsible for the management of the Town's investment portfolio in accordance with paragraph 5 (c) of the Investment Policy, #03600-01.

**Banking Services**

- i. The Committee will periodically assess banking services and oversee the procurement of these services in accordance with Council policy.

**Insurance Coverage of Significant Risks and Uncertainties**

- j. The Committee will review the adequacy of insurance program and coverage for significant risks and uncertainties.

**Terms of Reference for the Committee**

13. The Committee will review its terms of reference annually.

# SYNOPSIS

## Inclusion, Diversity and Equity Committee Citizen Appointments

---

The current citizen appointments to the Town of Amherst Inclusion, Diversity and Equity Committee expire October 31, 2023. Expressions of interest were sought through the Cumberland Wire and Town of Amherst social media.

Following the call for expressions of interest, staff received eight applications. The Policy states there is an ability to appoint up to five members.

### **MOTION:**

**That Council appoint Tammy Gero, Jolene Gouchie, Victoria Vance, Echo Metzger and Corey Chaisson to the Inclusion, Diversity and Equity Committee for a term beginning November 1, 2023 and ending March 31, 2025.**



## AMHERST TOWN COUNCIL

RFD# 2023132

Date: October 30, 2023

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

**SUBMITTED BY:** Natalie LeBlanc, Municipal Clerk

**DATE:** October 30, 2023

**SUBJECT:** Citizen Appointments to the Inclusion, Diversity and Equity Committee

---

**ORIGIN:** Current citizen appointments to the IDE Committee expire October 31, 2023.

**LEGISLATIVE AUTHORITY:** Town of Amherst Inclusion, Diversity and Equity Policy, #10350-31

**RECOMMENDATION:** That Council appoint Tammy Gero, Jolene Gouchie, Victoria Vance, Echo Metzger and Corey Chaisson to the Inclusion, Diversity and Equity Committee for a term beginning November 1, 2023 and ending March 31, 2025.

**BACKGROUND:** Our current citizen appointments expire October 31, 2023.

**DISCUSSION:** Following the call for expressions of interest, staff received eight applications; three from current members Holly Martin, Tammy Gero and Jolene Gouchie, as well as one from Victoria Vance, Sarah Bernard, Kiahna Brennan, Echo Metzger and Corey Chaisson. As the Policy states there is an ability to appoint up to five members, staff are looking for direction from Council as to whom they would like to appoint.

**FINANCIAL IMPLICATIONS:** There are no financial implications, these are volunteer positions.

**COMMUNITY ENGAGEMENT:** A notice was placed in the Cumberland Wire September 20, 2023 and September 27, 2023 and on Town of Amherst social media advertising for these appointments, with an October 6, 2023 deadline for applications

**ENVIRONMENTAL IMPLICATIONS:** No direct environmental implications.

**SOCIAL JUSTICE IMPLICATIONS:** There are no social justice implications in making these appointments; however, it would be appropriate to have a diverse group serving on this Committee.

**ALTERNATIVES:** Council may choose not to appoint any of the applicants however this would leave this Committee with no citizen representation.

**ATTACHMENTS:** 10350-31 Town of Amherst Inclusion, Diversity and Equity Committee Policy

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Report prepared by: Natalie LeBlanc

Report and Financial approved by:



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**DEPARTMENT:** ALL TOWN DEPARTMENTS

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

Minutes reference date: August 4, 2021

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**1.0 PURPOSE:**

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

**2.0 MANDATE**

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

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

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

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### **3.0 MEMBERSHIP**

The membership of the Committee will be as follows:

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

### **4.0 COMMITTEE MEMBERSHIP SELECTION PROCESS**

Members of the Committee will be selected as follows:

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

### **5.0 DELEGATED AUTHORITY**

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

### **6.0 FUNCTIONING OF THE COMMITTEE**

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

### **7.0 BUDGET AND RESOURCES REMUNERATION**

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

#### **8.0 LOCATION OF THE MEETINGS**

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

#### **9.0 FREQUENCY OF MEETINGS**

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

#### **10.0 ABSENTEEISM**

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

# SYNOPSIS

## Creative Pathways Society Community Support Grant

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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.

Creative Pathways Society submitted an application for a community support grant. The amount of \$4,100.00 will cover the costs of art supplies, some reuseable, and supplies for memoir writing, to ensure art in every expression is available to our community in a low to no cost manner. This is a six-week program and seats will be offered to senior and limited income families at no cost.

### **MOTION:**

**That Council approve funding in the amount of \$4,100.00 for the Creative Pathways Society under the Community Support Grants Policy.**



## AMHERST TOWN COUNCIL

RFD# 2023124

Date: October 30, 2023

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

**SUBMITTED BY:** Sharon Bristol, Director, Community Living

**DATE:** October 30, 2023

**SUBJECT:** Community Support Grants 2023

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**ORIGIN:** 2023-24 Operating Budget

**LEGISLATIVE AUTHORITY:** MGA 65 Power to expend money. Authorized municipal expenditures 65A (1) Subject to subsections (2) to (4), the municipality may only spend money for municipal purposes if (a) the expenditure is included in the municipality's operating budget or capital budget or is otherwise authorized by the municipality; (b) the expenditure is in respect of an emergency under the Emergency Management Act; or (c) the expenditure is legally required to be paid

**RECOMMENDATION:** That Council approve funding in the amount of \$4,100.00 for the Creative Pathways Society under the Community Support Grants Policy.

**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 amount of \$4,100.00 will cover the costs of art supplies, some reuseable, and supplies for memoir writing, to ensure art in every expression is available to our community at a low to no cost manner. This is a six-week program and seats will be offered to senior and limited income families at no cost.

**FINANCIAL IMPLICATIONS:** An allowance of \$11,565.00 remains in the Community Support Grant budget to address this request.

**COMMUNITY ENGAGEMENT:** In response to a public invitation to apply, funding requests were submitted by community groups. Future community and sporting event requests are reviewed on an individual basis.

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

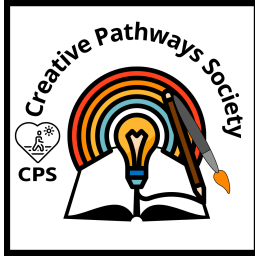


**SOCIAL JUSTICE IMPLICATIONS:** Community not for profit organizations, sports teams, festivals and events help weave the fabric of our society. When a community has a strong base of supportive organizations dedicated to improving the quality of life for our residents in addition to sports, culture, 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 the funding as recommended
2. Approve an amount other than the amount recommended
3. Do not fund this request

**ATTACHMENTS:** Application



Creative Pathways Society  
113 Victoria Street East  
Amherst, NS B4H 1X9

September 11, 2023

GSG Application  
Town of Amherst  
98 East Victoria Street  
Amherst, NS B4H 4A1

Dear Town of Amherst,

I am writing on behalf of Creative Pathways Society (CPS) to request a grant of \$5,000 from the Town of Amherst. Our proposal aligns with the Town's priorities and criteria, as outlined in the grant parameters. CPS is a new initiative dedicated to operationalizing creative expression and fostering a positive mindset within our community. We appreciate the Town's commitment to social equity and community well-being.

#### Overview of Our Initiative:

CPS launched a successful Summer Arts and Crafts component as part of our Creative Expression and Positive Mindset Initiative. Building upon this success, our proposal now includes a 6-week Arts and Crafts Education program and a 6-week Memoir Writing program, both as integral parts of this initiative.

#### Alignment with Town Parameters:

1. Funding Allocation: We understand that no more than 40% of overall event costs will be funded, up to a maximum of \$5,000. Our proposal adheres to this guideline by specifying the portion of our initiative's expenses that we are seeking funding for.

2. New Initiative: CPS is a new organization, and these program expansions represent new components within our broader mission. We appreciate the Town's preference for supporting innovation and new projects.

3. Community Support: CPS has garnered broad community support, as evidenced by our growing participant base and engagement in our activities.

4. Unique Contribution: Our initiative does not duplicate any other event or activity offered by another organization in the region. We bring a distinct blend of creative expression and positive mindset development to our community.

5. Regional Engagement: Our programs draw participants locally, provincially, and from the closest neighbouring province, promoting cross-border cultural exchange.

6. Community Profile: CPS's mission enhances the profile of Amherst as a quality-of-life-focused town, contributing to the well-being and vibrancy of our community.

7. Association with CPS: This initiative is directly associated with the Creative Pathways Society, a nonprofit organization that has applied for charity status and is awaiting determination. We uphold the values of social equity and inclusivity.

8. Economic Impact: Our activities, including the Arts and Crafts Education and Memoir Writing programs, will encourage people to visit downtown Amherst and patronize local businesses adjacent to the CPS location.

Benefits for Special Populations to which we dedicate 6 seats (prepaid through this grant) per class in both Arts/crafts and Memoir Writing:

- Seniors: Engagement in memoir writing provides seniors with an opportunity to preserve their life stories, fostering a sense of fulfillment and preserving their legacy. Arts and Crafts promote socialization, cognitive engagement, and emotional expression, contributing to their overall well-being.

- Lower Income Youth: Both writing and art expression offer financially disadvantaged youth a safe and constructive outlet for their thoughts and emotions. These activities boost self-esteem, encourage self-expression, and provide valuable life skills.

- New Immigrants: Memoir writing aids new immigrants in reflecting on their journey and integrating into the community. It allows them to share their unique stories and experiences, fostering a sense of belonging. Arts and Crafts provide a universal language for self-expression, breaking language barriers, and aiding in cultural integration.

Budget:

Our budget for the Arts and Crafts Education, Memoir Writing, and Administrative components is as follows:

- Arts and Crafts Education:

- Two instructors at \$100 each per session x 6 sessions = \$1,200

- Materials and supplies:

- 6 easels at an average cost of \$200 each = \$1,200

- 60 canvases (various sizes and materials) at an average of \$10 each = \$600

- 5 containers of 8 colors of Oil and acrylic paints at an average of \$10 per container = \$400

- Assortment of brushes = \$100

- Printer cartridges = \$200

- Memoir Writing:

- One instructor at \$50 per session x 6 sessions = \$300

- Materials and supplies (10 journals at \$10 each) = \$100

Administrative Costs:

- Space rental for CPS over six weeks: \$3,000
- Advertising, commerce and word processing programs subscriptions, phone, office supplies, garbage disposal, insurance, internet, participant snacks = \$700

Total Administrative: \$3,700

In-Kind Donation:

CPS is pleased to note an in-kind donation of CPS administrator time valued at \$5,200 for the six weeks of program implementation.

Total Budget (Arts and Crafts): \$3,200

Total Budget (Memoir Writing): \$400

The request for \$5,000 is 40% of the overall initiative costs for the six weeks (\$3,200+400+3,700+ 5,200 = \$12,500 given that the in-kind donation amount is accepted in the calculation).

We remain committed to delivering high-quality programs that enrich the lives of our community members. Your support will enable us to continue this important work.

Thank you for considering our proposal. CPS is excited to contribute to the growth and vitality of Amherst.

Sincerely,

Levonne Gaddy, Founding Director  
Creative Pathways Society  
902 669 0469

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

**Application for Funding** Date: Sept. 11, 2023  
**REQUEST FOR FINANCIAL SUPPORT      REQUEST FOR IN-KIND FACILITY RENTAL**

**1. ORGANIZATION INFORMATION:** Creative Pathways Society  
 Name of Organization: \_\_\_\_\_  
 Full Mailing Address: PO Box 262  
Amherst, NS B4H 3Z2  
 Contact Person: \_\_\_\_\_  
 Email Address: Levonne Gaddy Beaulac, info@creativepathwaysociety.org  
 Telephone: 902 669 0469

**2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED**    \$ 5,000  
 Total cost of program event or activity                    \$ 12,500

**3. What is the purpose for the funding requested? (Sport and Physical Activity, Festivals and events, Organizational Equipment, Community Well-Being etc.)**  
Creative Expression and Positive Mindset Initiative: Arts and crafts program, Memoir writing program

**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.** The 60% not covered by this grant is covered by inkind donations, proceeds from summer programs, and financial donation of founders.

**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)**  
 \_\_\_\_\_  
 \_\_\_\_\_  
See accompanying letter.

**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:** 3



# SYNOPSIS

## By-law to Amend the Companion Animal By-law First Reading

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The current Town of Amherst Companion Animal By-law was last updated on November 23<sup>rd</sup>, 2015.

As a result of a review of this by-law, there are numerous recommendations for change, many of which are a result of comparisons with similar by-laws, most notably the “Canine Control By-law” of the Municipality of Cumberland (as we utilize their Animal Control Officer to enforce our bylaw).

Proposed changes include:

1. Administrative changes including numbering of sections, definitions, fines and fees;
2. A section that provides for the use of an animal for Search and Rescue, Law Enforcement Operations, Special Needs dogs, and for off-leash dog parks;
3. Additional options, guidance and authorities for the Animal Control Officer and Amherst Police when dealing with dangerous dogs;
4. A mechanism for dog owners to appeal to council when their animal has been classified as a “dangerous dog” and is subject to restrictions.

### **MOTION:**

**That Council give First Reading of the By-law to Amend the Companion Animal By-law.**



## AMHERST TOWN COUNCIL

RFD# 2023124

Date: October 30, 2023

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

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

**DATE:** October 30, 2023

**SUBJECT:** Companion Animal By-law Review

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**ORIGIN:** Bylaw Review Policy

**LEGISLATIVE AUTHORITY:** MGA Sections 47 and 48 authorize council to make, amend and repeal by-laws and policies.

**RECOMMENDATION:** That Council give First Reading of the By-law to Amend the Companion Animal By-law.

**BACKGROUND:** Staff are completing a review of all Town of Amherst By-laws and Policies to ensure they are relevant and updated appropriately. Every document is to be reviewed on a 4-year cycle. The Companion Animal By-Law was reviewed as a result of this initiative.

**DISCUSSION:** The current Town of Amherst Companion Animal By-law was last updated on November 23<sup>rd</sup>, 2015. Several changes were made at that time, including renaming the by-law from The Dog By-law to its current name and also the addition of a section that allows for the no-cost voluntary registration of cats. The main focus of this by-law is on dogs as companion animals and community safety. This includes:

1. Mandatory licensing of dogs owned within town limits. In order to be licensed, owners must provide proof of rabies vaccinations for the animal. A license will not be issued without proof of rabies vaccinations.
2. All dogs over the age of 4 months must be vaccinated against rabies.
3. The animal control officer or police officer, has the authority to impound any dog that:
  - a. Runs at large
  - b. Is not wearing a tag
  - c. Is not registered
  - d. Is fierce or dangerous
  - e. Is rabid or appears to have rabies
  - f. Or persistently creates a disturbance after a written warning has already been issued to the owner.

The by-law also provides a mechanism for both fines for violations under the by-law, and the authority to impound dogs along with any associated fees in relation to the impoundment or treatment of the animal. In addition, the by-law also gives the town the ability to take action in relation to dogs that pose a danger to the public. A fee structure is also included for annual registration of dogs. There is no registration fee for the voluntary registration of cats.

Our Animal Control is contracted through the Municipality of Cumberland and primarily is based on a call for service model. There is very little in the way of proactive enforcement as a result of the resources available. Police officers do, on a regular basis, deal with dogs at large, often bringing them to the LA Animal Shelter where they are impounded.

As a result of a review of this by-law, there are numerous recommendations for change, many of which are a result of comparisons with similar by-laws, most notably the “Canine Control By-law” of the Municipality of Cumberland because we utilize their Animal Control Officer.

Changes include:

1. Changes to numbering of sections;
2. Additional definitions in the interpretation section such as “*Accredited Training*”, “*Continuous Restraint and Control*”, “*Mitigating Factor*”, “*Muzzle Order*” and “*Town*” to ensure more clarity in the roles, authority and decision-making;
3. A section that provides for the use of an animal for Search and Rescue, Law Enforcement Operations, Special Needs dogs, and for off-leash dog parks;
4. Additional options and authorities for the Animal Control Officer when dealing with dangerous dogs;
5. A mechanism for dog owners to appeal to council when their animal has been classified as a “dangerous dog” and is subject to restrictions;
6. Additional guidance for the ACO/Police when dealing with *Dangerous and Fierce Dogs* that includes risk assessments and the possibility of rehabilitation and other options for the animal;
7. The addition of 14 days to pay a fine before proceeding to court via the Summary Proceedings Act;
8. Change in the dog impound fees and actions that are in-line with the Cumberland County fees and actions and includes:
  - a. First impoundment increased from \$30 to \$75
  - b. Second impoundment increased from \$70 to \$150
  - c. Third impound results in permanent seizure of the animal (case by case basis)
  - d. Maintenance fee for each day/part of a day increase from \$15 to \$25;
9. Unregistered dog impoundment fee increased from \$100 to \$150

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

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

**ENVIRONMENTAL IMPLICATIONS:** No environmental implications

**COMMUNITY ENGAGEMENT:** Should Council give First Reading to the amendments, a notice will appear in the Cumberland Wire advising of Council’s intent to give Second Reading.

**ALTERNATIVES:**

1. Direct staff to do a further review or make specific changes to this by-law
2. Do not make changes to the current Companion Animal By-Law

**ATTACHMENTS:**

1. By-law to Amend
2. Town of Amherst Companion Animal By-Law with amendments
3. Current Companion Animal By-Law

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Report prepared by: Dwayne Pike, Chief of Police

Report and Financial approved by:

## BY-LAW TO AMEND THE COMPANION ANIMAL BY-LAW

The By-law to Amend the Companion Animal By-law, C-04 is hereby amended as follows:

Under the Interpretation Section 2. add the following definitions:

- b. **“Accredited Training”** means a certificate from Assistance Dogs International or the International Guide Dog Federation. A dog that has not been trained by an accredited training school may be accredited if the handler and the dog pass a service dog assessment administered by an accredited organization;
- h. **“Continuous Restraint and Control”** means the dog is on a leash controlled by a person of sufficient size and strength to completely restrain and control the dog;
- s. **“Mitigating Factor”** means a circumstance that may excuse the aggressive behavior of a dog where the dog:
  - i. At the time of the aggressive behavior, attacked or injured any person trespassing on property occupied by its owner; or
  - ii. While off the owner’s property and the continual restrain and control of the owner was reacting to a perceived aggressive or threatening behavior to the dog, it’s owner; or
  - iii. Immediately prior to the aggressive behavior, was being abused or tormented by the person attacked or injured.

Any other mitigating factors that may not be conveyed in the above definitions will be determined in a fair and unbiased manner by the Animal Control Officer, Police Officer or Delegate on a case-by-case basis.

- u. **“Muzzle Order”** means an Order issued by the Animal Control Officer to require that a dog’s muzzle be restricted while off the owner’s property as outlined in section 9(a)(ii);
- bb. **“Town”** means the Municipality of the Town of Amherst

Add a new Section 7 as follows:

1. An unleashed or unharnessed dog, under continuous human restraint or control, shall not be deemed to be running at large at the time if the dog is:
  - a. Participating in a search and rescue operation or a law-enforcement operation; or

- b. Assisting a person with a disability, provided the dog is professionally trained for such purpose; or
- c. Within a municipal park where the area is designated by signage as an area in which dogs are permitted to be without a leash, subject to such limitations as posted.

Under Section 9 add:

- i. Post a “Beware of Dog” sign in a conspicuous place on their property;
- ii. Have the dog evaluated by a Certified Animal Behaviorist or a Certified Veterinary Behaviorist with the completion of any training or treatment as deemed appropriate by that expert; and
- iii. Have the dog spayed or neutered, to assist with problem aggression, hardheaded and roaming behaviour.

Add new Sections 10 through 17 as follows:

**Notice to Owner of a Dangerous Dog**

- 10. The notice to an owner of a dangerous dog shall include:
  - a. A statement explaining why the ACO has deemed the dog to be a dangerous dog;
  - b. A statement of requirements that the owner must comply with, and in accordance with Section 9(a);
  - c. A statement that the owner may request, within five (5) working days of receipt of the notice, a council hearing which may affirm or rescind the Animal Control Officer’s designation of the dog as dangerous.

**Appeal of Designation**

- 11. The owner of a dog who receives a “Notice to Owner of a Dangerous Dog” from the ACO may, within five (5) working days of receipt of such notice, provide a written notice of appeal delivered to the Town Clerk.
- 12. Council shall hear the appellant in accordance with the rules of natural justice and may:
  - d. Accept the Animal Control Officer’s decision to deem the dog as a dangerous dog;
  - e. Rescind the Animal Control Officer’s decision to deem the dog as a dangerous dog.

13. Section 9(a) requirements, which may be imposed on a dog owner by the Animal Control Officer, shall not come into effect until either the time for appeal under section 11 has elapsed without the dog owner requesting an appeal under that section, or after council has made a decision as per section 12 if an appeal is made.

### **Dangerous and Fierce Dogs**

14. The Animal Control Officer may seize any dog that has exhibited dangerous and fierce behavior and shall kennel such animal until an evaluation of the animal has been done by the Animal Control Officer and an authority in dog behavior as recognized by the Town, which may also include quarantining if required vaccinations cannot be proven.
15. Based on the evaluation, the ACO, in consultation with a police manager, shall determine if a dog can be rehabilitated and safely returned to its owner. If it is proven that the dog poses a substantial risk of such behaviour recurring, and the owner is unable or unwilling to deal with the requirements imposed, based on the evaluation, the ACO, in consultation with a police manager, will determine if there are any remedies that might allow the dog to live safely with people. If no satisfactory remedy is found, the dog will be euthanized.
16. If it is determined that the dog can be rehabilitated, it will be returned to the pound-keeper with the stipulation that it may only be adopted if the requirements for rehabilitation are met.
17. Any kennel costs or extraordinary expenses incurred while the dog is impounded shall be borne by the dog owner, whether the dog is redeemed or not.

Section 18 add the words “and fierce” to read “When the ACO determines that a dog is a dangerous and fierce dog,”

Add new Section 21 as follows:

21. No dog shall be deemed fierce or dangerous if it is a professionally trained guard dog or a law enforcement dog while lawfully engaged as such

Under Section 59 a. change the payment from \$60.00 to \$75.00.

Under Section 59 b. change the payment from \$100.00 to \$150.00.

Under Section 59 remove c. and d. and insert a new c. to read “Third and subsequent Impoundments - A dog impounded for a third time shall not be redeemable and shall become the property of the pound-keeper and will be dealt with accordingly, on a case-by-case basis.”

Under Schedule “A” Section 2 a. i. change the amount for First Impoundment from \$30 to \$75.

Under Schedule “A” Section 2 a. ii change the amount for Second Impoundment from \$70 to \$150.

Under Schedule “A” Section 2. iii. Remove the amount of \$100 for third and subsequent impoundments and add “A dog impounded for a third time shall not be redeemable and shall become the property of the pound keeper and will be dealt with accordingly, on a case-by-case basis.

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**TITLE: COMPANION ANIMAL BY-LAW**  
**SECTION: PROTECTIVE SERVICES**  
**BYLAW NO: C-4**

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**APPROVAL DATE:** \_\_\_\_\_ **CAO Signature:** \_\_\_\_\_

1. This By-law shall be known and may be cited as the “Companion Animal By-Law of the Town of Amherst.

**INTERPRETATION**

2. In this By-law, unless the context otherwise requires:
  - a. **“Animal Control Officer”** or **“ACO”** means the person designated by the Chief of Police to be the by-law enforcement officer for this by-law. An officer of the Amherst Police Department may destroy a dangerous dog where the circumstances call for that action in the normal course of carrying out the Officer’s duties;
  - b. **“Accredited Training”** means a certificate from Assistance Dogs International or the International Guide Dog Federation. A dog that has not been trained by an accredited training school may be accredited if the handler and the dog pass a service dog assessment administered by an accredited organization;
  - c. **“At Large”** means being elsewhere than on the lands, premises owned or occupied by the dog owner and not on a leash;
  - d. **“Attack”** means an assault resulting in bleeding, bone breakage, sprains or serious bruising;
  - e. **“Bite”** means a wound to the skin causing it to puncture or break;
  - f. **“Cat”** means a male or female animal of the species feline;
  - g. **“Companion Animal”** means a domestic cat or dog;
  - h. **“Continuous Restraint and Control”** means the dog is on a leash controlled by a person of sufficient size and strength to completely restrain and control the dog;
  - i. **“Council”** means the Municipal Council of the Town of Amherst;
  - j. **“Dangerous Dog”** means a dog which:
    - i. Attacks or demonstrates a propensity, tendency or disposition to attack a human being or animal either on public or private property;

- ii. Has caused injury to or otherwise endangered the safety of a human being or animal;
  - iii. Is owned or harbored primarily or in part for the purpose of dog fighting or is trained for dog fighting;
  - iv. Is a dog for which a muzzle order has been made.
- k. **“Dog”** means a male or female animal of the species canine over the age of sixteen (16) weeks;
- l. **“Dog License”** means a license for a dog for the current licensing year that has been paid for and that has been issued by the Town or an assignee of the Town;
- m. **“Dog Owner”** means any person:
- i. whose name appears on a dog license;
  - ii. who is in possession of a dog;
  - iii. who has the care, custody or control of a dog; or
  - iv. who possesses, harbors or allows a dog to remain about a house, land or premises owned or occupied by that person.
- n. **“Extraordinary expense”** means any expense incurred in relation to an animal except for the provision of food and water;
- o. **“Impounded”** means seized and delivered into the pound or in the custody of the poundkeeper;
- p. **“Kennel”** means a licensed enterprise dealing with the breeding, buying, selling or boarding of dogs;
- q. **“Licensed Dog”** means a dog that is wearing, either on its collar or harness, a metal tag on which is stamped figures corresponding to a dog license for that specific dog;
- r. **“Licensing Year”** shall mean a period from April 1st in any year to March 31st in the following year;
- s. **“Mitigating Factor”** means a circumstance that may excuse the aggressive behavior of a dog where the dog:
- i. At the time of the aggressive behavior, attacked or injured any person trespassing on property occupied by its owner; or
  - ii. While off the owner’s property and the continual restrain and control of the owner was reacting to a perceived aggressive or threatening behavior to the dog, it’s owner; or
  - iii. Immediately prior to the aggressive behavior, was being abused or tormented by the person attacked or injured.

Any other mitigating factors that may not be conveyed in the above definitions will be determined in a fair and unbiased manner by the Animal Control Officer, Police Officer or Delegate on a case-by-case basis.

- t. **“Muzzle”** shall mean a humane covering device of sufficient strength placed over a dog’s mouth to prevent it from biting;
- u. **“Muzzle Order”** means an Order issued by the Animal Control Officer to require that a dog’s muzzle be restricted while off the owner’s property as outlined in section 9(a)(ii);
- v. **“Pound”** means premises used by the poundkeeper to harbor and maintain dogs pursuant to this bylaw or any vehicle used by the poundkeeper;
- w. **“Poundkeeper”** means the person or organization appointed by resolution of Council to operate and maintain the facilities for the impounding of dog;
- x. **“Premises”** means a building or part of a building, structure or a place;
- y. **“Premises of the owner”** includes premises where a dog is habitually harboured or fed;
- z. **“Register”** means annual no-cost voluntary registration of domestic cats with the Town by cat owners;
- aa. **“Service Animal”** means an animal trained by a recognized school for service as a guide dog for the blind or visually impaired, a guide dog for the deaf or hearing impaired, or a special skills dog for other challenged persons and includes an animal used in therapy, registered with a recognized organization for that purpose;
- bb. **“Town”** means the Municipality of the Town of Amherst

## IMPOUNDMENT

- 3. The Council may hereby authorize:
  - a. the establishment, maintenance and operation of facilities for the impounding of dogs at such place or places and upon such premises, as the Council may determine, by resolution;
  - b. The appointment, by resolution, of a poundkeeper to maintain and operate the pound or pounds established under this by-law;
  - c. The making of an agreement with such persons, firms, societies or corporations as may be fit for the purpose of maintaining and operating a pound, for regulating the conduct of the pound, and providing for the collection, distribution and payment of revenue and expenditures derived from the operation of the Pound;
  - d. Such Persons, Firms, Societies or Corporations responsible for the pound shall ensure:
    - i. There is adequate food and water to impounded animals;
    - ii. The pound is kept in a reasonable state of cleanliness;
    - iii. The pound premises are kept neat and tidy in appearance.

## CONTROL, LICENSING, REGISTERING AND IMPOUNDING

### Control of Dogs

4. Except as otherwise permitted by this by-law:
  - a. A dog owner shall not permit, suffer or allow a dog to be at large;
5. Every owner of a dog shall ensure that the dog is kept on a leash and under the control of some person when the dog is on any land in the Town unless:
  - a. the land is the premises of the owner of the dog;
  - b. the land is owned by a person who has given prior consent to the dog being off the leash;
6. The owner of a dog which is known to be aggressive must not permit the dog to be in a place other than the owner's property:
  - a. Unless the dog is on a leash no longer than one meter and in the control of a person who is responsible and capable of controlling the dog;
  - b. unless the dog is wearing a proper muzzle.
7. An unleashed or unharnessed dog, under continuous human restraint or control, shall not be deemed to be running at large at the time if the dog is:
  - a. Participating in a search and rescue operation or a law-enforcement operation; or
  - b. Assisting a person with a disability, provided the dog is professionally trained for such purpose; or
  - c. Within a municipal park where the area is designated by signage as an area in which dogs are permitted to be without a leash, subject to such limitations as posted.
8. Police Officers with the Amherst Police Department and any By-Law enforcement officers appointed by the Chief of Police, along with the ACO, are authorized to enforce this by-law.

### DANGEROUS DOGS

9. The ACO has the power and authority hereunder, upon reasonable grounds, to make the determination that any dog is a dangerous dog.
  - a. Where the ACO has reason to believe that a dog has attacked a person or another animal, or has the propensity to do so, the ACO may:
    - i. Classify the dog as a dangerous dog;
    - ii. Issue the owner a notice to muzzle the dog;
    - iii. Order the owner to keep the dog securely restrained either indoors or inside an escape-proof enclosure that does not allow the dog to jump, climb or dig its way out of while it is on the property of the owner;
    - iv. Muzzle, securely leash and ensure the dog is under the control of a person who is responsible and capable of controlling the dog, when the dog is off the property of the owner;

- v. Post a “Beware of Dog” sign in a conspicuous place on their property;
- vi. Have the dog evaluated by a Certified Animal Behaviorist or a Certified Veterinary Behaviorist with the completion of any training or treatment as deemed appropriate by that expert; and
- vii. Have the dog spayed or neutered, to assist with problem aggression, hardheaded and roaming behaviour.

#### **Notice to Owner of a Dangerous Dog**

10. The notice to an owner of a dangerous dog shall include:
  - a. A statement explaining why the ACO has deemed the dog to be a dangerous dog;
  - b. A statement of requirements that the owner must comply with, and in accordance with Section 9(a);
  - c. A statement that the owner may request, within five (5) working days of receipt of the notice, a council hearing which may affirm or rescind the Animal Control Officer’s designation of the dog as dangerous.

#### **Appeal of Designation**

11. The owner of a dog who receives a “Notice to Owner of a Dangerous Dog” from the ACO may, within five (5) working days of receipt of such notice, provide a written notice of appeal delivered to the Town Clerk.
12. Council shall hear the appellant in accordance with the rules of natural justice and may:
  - a. Accept the Animal Control Officer’s decision to deem the dog as a dangerous dog;
  - b. Rescind the Animal Control Officer’s decision to deem the dog as a dangerous dog.
13. Section 9(a) requirements, which may be imposed on a dog owner by the Animal Control Officer, shall not come into effect until either the time for appeal under section 11 has elapsed without the dog owner requesting an appeal under that section, or after council has made a decision as per section 12 if an appeal is made.

#### **Dangerous and Fierce Dogs**

14. The Animal Control Officer may seize any dog that has exhibited dangerous and fierce behavior and shall kennel such animal until an evaluation of the animal has been done by the Animal Control Officer and an authority in dog behavior as recognized by the Town, which may also include quarantining if required vaccinations cannot be proven.
15. Based on the evaluation, the ACO, in consultation with a police manager, shall determine if a dog can be rehabilitated and safely returned to its owner. If it is proven that the dog poses a substantial risk of such behaviour recurring, and the owner is unable or unwilling to deal with the requirements imposed, based on the evaluation, the ACO, in consultation with a police manager, will determine if there are any remedies that might allow the dog to live safely with people. If no satisfactory remedy is found, the dog will be euthanized.

16. If it is determined that the dog can be rehabilitated, it will be returned to the pound-keeper with the stipulation that it may only be adopted if the requirements for rehabilitation are met.
17. Any kennel costs or extraordinary expenses incurred while the dog is impounded shall be borne by the dog owner, whether the dog is redeemed or not.
18. When the ACO determines that a dog is a dangerous and fierce dog, the ACO, if he/she determines in their discretion, that the dangerous dog poses an immediate and significant threat to the public safety, may, after consultation with a police manager, destroy the dangerous dog, without permitting the owner to claim it.
19. If the ACO destroys the dog, the ACO will arrange for the disposal of the remains and will make reasonable efforts to inform the dog owner that the dog has been destroyed. The owner of the dog will be responsible for all costs related to the destruction/disposal.
20. If a dog attacks a person and causes injury, the Amherst Police Department shall, along with the ACO, have the authority to investigate the circumstances of the attack if it is decided that it is appropriate to do so, and the Town of Amherst Police Department may make such recommendations to the ACO as it deems appropriate.
21. No dog shall be deemed fierce or dangerous if it is a professionally trained guard dog or a law enforcement dog while lawfully engaged as such

### **Feces and Scooping**

22. Every owner of a dog shall immediately remove any feces left by the dog in the Town:
  - a. on any roadway, sidewalk or parking lot;
  - b. in a public park;
  - c. on any public property other than a public park; or
  - d. on any private property other than the property of:
    - i. The owner of the dog;
    - ii. or the person having care, custody or control of the dog.
23. Every owner of a dog shall dispose of any feces removed pursuant to this Section on his or her premises.
24. Every owner of a dog shall remove from his or her property, in a reasonable timely manner, feces left by such dog, so as not to disturb the enjoyment, comfort, convenience of any person in the vicinity of the property.
25. This section does not apply to a handler of a service dog, where the handler is not reasonably able to remove the feces left by such dog due to a physical disability or impediment.

### **Noise**

26. No dog shall be permitted to consistently disturb the quiet of a neighborhood by barking, howling, or otherwise making noise to a degree beyond what the Animal Control Officer determines to be normal.

27. In determining what is “normal” in the context of this section, the ACO shall consider one or more, but not limited too, the following factors:

- a. the time of day that the dog is reported as disruptive;
- b. the frequency and duration of the reported disruptive behavior;
- c. the proximity of neighbors and population density of the neighborhood.

28. If the ACO determines, upon reasonable grounds, that a dog is being disruptive, as defined in this section, the ACO shall give a written warning to the dog owner before taking any other action under this by-law.

#### **Interference with the ACO or Pound-keeper**

29. Anyone who obstructs or interferes with the Animal Control Office, or **their** duly authorized delegate, or the pound-keeper, engage in the execution of their duties, commits an offense under this by-law.

#### **Licensing of Dogs**

30. No person shall own, possess or harbor an unlicensed dog within the boundaries of the Town.

31. A person who owns, possesses or harbors any dog before the first day of April in each year, shall obtain a dog license in accordance with the provisions of this by-law.

32. Applications for and the issuance of a dog license shall be the responsibility of the Town Hall staff, or person so designated by the Town of Amherst.

33. The Town of Amherst and/or its recognized agent for this purpose will maintain a record of all dogs registered, showing the date and number of the registration, and the name and address of the owner of the dog.

34. Every person who obtains a dog license shall be given a metal tag which shall be, at all times, fastened to a collar or harness worn by the dog for which the license was obtained.

35. Where a metal tag issued pursuant to this by-law has been lost, destroyed or mutilated, the dog owner shall acquire, for the remainder of the current licensing year, a replacement tag, upon producing proof of purchase of a valid dog license and upon payment of a prescribed fee.

36. Fees pursuant to this by-law are set out in Schedule “A” attached hereto.

37. Notwithstanding this section, the following dogs need not have a dog license:

- a. a trained guide dog owned or utilized by a blind person, or any dog determined by the ACO to be a service or assistance dog
- b. a dog owned and utilized as a law enforcement service dog

#### **Registering of Cats**

38. Every owner of every cat may register the cat with the Town on the first day of April in each year, and may obtain a registration tag for the cat. There is no cost for such registration.

39. Applications for and the issuance of a cat registration shall be the responsibility of Town Hall staff, or person so designated by the Town of Amherst.

40. The Town of Amherst and/or its recognized agent for this purpose will maintain a record of all cats registered, showing the date and number of the registration, and the name and address of the owner of the cat.
41. Every person who obtains a cat registration shall be given a metal tag which shall be fastened to a collar or harness worn by the cat for which the registration was obtained.

### **Rabies**

42. Every owner of a dog over the age of four months must have the dog vaccinated against rabies and must keep the rabies vaccinations of the dog up to date.
43. The ACO may seize and impound any animal which is suspected of being rabid, and must immediately notify the veterinary clinic.
44. Every owner of an animal who knows or suspects that the animal is rabid must immediately report the animal to a veterinary clinic and the ACO.
45. No dog license will be issued to an owner who does not present proof of such vaccination.
46. The Town of Amherst and/or its designate by resolution may, without notice to or complaint against the owner, impound any dog that:
  - a. runs at large contrary to this by-law;
  - b. is not wearing a tag as required by this by-law
  - c. is not registered pursuant to this by-law
  - d. is fierce and dangerous
  - e. is rabid or appears to be rabid or exhibits symptoms thereof; or
  - f. persistently disturbs the quiet of the neighborhood by barking, howling or otherwise; after a written warning has been delivered to the dog owner
47. The pound-keeper, upon seizure or impoundment of a dog at large, shall make every effort to inform the dog owner, if known, that the dog has been seized and impounded, including review of available information from tags, tattoos or microchips.
48. If after the expiration of not less than 72 hours, the impounded dog is not claimed, the pound-keeper may, on the expiration of this period, destroy, or place for adoption, the impounded dog.
49. The pound-keeper, upon receiving a certificate from a qualified veterinarian that an impounded dog is suffering from infectious or contagious disease, may immediately destroy that impounded dog.
50. The pound-keeper shall maintain a recorded log, in which he/she shall record the description of every dog impounded, the name of the person who impounded the dog, the time and location of the impoundment, the fees owing and the manner of disposal of the impounded dog.
51. The owner of record of an impounded dog shall be responsible for all uncollected fees or costs in respect of an impounded dog whether or not he/she effects the release of the dog.

## Enforcement

52. No companion animal owner shall do anything, or fail to do anything, where that action or omission, as the case may be, results in a violation of this by-law.
53. This by-law may be enforced, at the discretion of the Town: a. in accordance with the procedures set out in the Municipal Government Act; or
54. by means of a summary offence ticket under the Municipal Government Act.
55. The Summary Proceedings Act, where applicable, shall apply to proceedings under this by-law.
56. The Animal Control Officer may enter, at all reasonable times, upon any property subject to this by-law in order to ascertain whether this By-law is being obeyed.
57. Every person who contravenes any part of this by-law is guilty of an offense and is subject to the provisions of the *Summary Proceedings Act*.
58. Each day an offense continues shall be a separate offense.
59. The penalties prescribed are as follows:
  - a. with respect to the first contravention and/or impoundment in any consecutive 12-month period, payment of ~~\$60.00~~ **\$75.00**;
  - b. with respect to a second contravention and/or impoundment within any consecutive 12-month period, payment of ~~\$100.00~~ **\$150.00**;
  - c. ~~with respect to a third contravention and/or impoundment within any consecutive 12-month period, payment of a sum of \$150.00;~~
  - d. ~~with respect to any subsequent contravention and/or impoundment within any consecutive 12-month period, payment of a sum not less than \$300.00 and not more than \$500.00.~~
  - c. **Third and subsequent Impoundments - A dog impounded for a third time shall not be redeemable and shall become the property of the poundkeeper and will be dealt with accordingly, on a case-by-case basis**
60. Any contravention of any provision of this By-law, in the preceding twelve months by any person charged, shall be counted as a previous contravention for the purpose of the preceding paragraphs.
61. If payment is not made in accordance with these procedures, the fine is recoverable under the *Summary Proceedings Act*.

## Costs

62. In all cases the Town shall have the right to recover from the owner of the dog the cost incurred by the Town in applying this by-law to the owner's dog.
63. In all cases the costs of the Town shall include the actual payments made by the Town, together with its reasonable administrative charges.

64. The provisions of this by-law shall be enforceable pursuant to the *Municipal Government Act*.

### Interpretation

65. This by-law shall be read with all changes in gender and number, as may be appropriate.

66. Any part of this by-law found to be illegal shall be severed from the balance of the by-law.

67. Any and all fees referred to in the by-law shall be as set out in the Town of Amherst User Fee Policy #3470-03 and will be reviewed annually.

68. The Town of Amherst Companion Animal By-Law approved by Council on November 23<sup>rd</sup>, 2015 is hereby repealed.

## SCHEDULE "A"

### Dog License Fees

1. Dog License fees shall be:
  - a. \$15 for each spayed/neutered dog;
  - b. \$30 for each un-sprayed/un-neutered dog.
  - c. \$15 for tag replacement

Each license shall be payable to the Town of Amherst annually.

### Dog Impound Fees

1. A dog owner may reclaim their impounded dog upon proving ownership and upon paying to the poundkeeper the following impound fees, maintenance fees and any overdue dog license fees pursuant to Schedule "A"
  - a. An impoundment fee in respect of a Licensed Dog:
    - i. First Impoundment - ~~\$30~~. **\$75**
    - ii. Second Impoundment - ~~\$70~~. **\$150**
    - iii. Third and subsequent Impoundments - ~~\$100~~. **A dog impounded for a third time shall not be redeemable and shall become the property of the poundkeeper and will be dealt with accordingly, on a case-by-case basis**
  - b. An impoundment fee in respect to an Unlicensed Dog - \$100.
  - c. A maintenance fee in respect of each day or part of a day on the impoundment period - ~~\$15~~. **\$25**

For Administrative Use Only:

Companion Animal Bylaw C-4 Adoption	
First reading:	
Notice of Publication:	
Second Reading:	
Notice of Publication and Effective Date of Bylaw:	
Notice to Service Nova Scotia & Municipal Relations:	

## VERSION LOG

Bylaw Owner	Amendment Description	Council Approval Date
Chief of Police, Pike	<ol style="list-style-type: none"> <li>1. Changes to numbering of sections;</li> <li>2. Additional definitions in the interpretation section such as “<i>Accredited Training</i>”, “<i>Continuous Restraint and Control</i>”, “<i>Mitigating Factor</i>”, “<i>Muzzle Order</i>” and “<i>Town</i>” to ensure more clarity in the roles, authority and decision-making;</li> <li>3. A section that provides for the use of an animal for Search and Rescue, Law Enforcement Operations, Special Needs dogs, and for off-leash dog parks;</li> <li>4. Additional options and authorities for the Animal Control Officer when dealing with dangerous dogs;</li> <li>5. A mechanism for dog owners to appeal to council when their animal has been classified as a “dangerous dog” and is subject to restrictions;</li> <li>6. Additional guidance for the ACO/Police when dealing with <i>Dangerous and Fierce Dogs</i> that includes risk assessments and the possibility of rehabilitation and other options for the animal;</li> <li>7. The addition of 14 days to pay a fine before proceeding to court via the Summary Proceedings Act;</li> <li>8. Change in the dog impound fees and actions that are in-line with the Cumberland County fees and actions and includes:               <ol style="list-style-type: none"> <li>a. First impoundment increased from \$30 to \$75</li> <li>b. Second impoundment increased from \$70 to \$150</li> <li>c. Third impound results in permanent seizure of the animal (case by case basis)</li> <li>d. Maintenance fee for each day/part of a day increase from \$15 to \$25;</li> </ol> </li> <li>9. Unregistered dog impoundment fee increased from \$100 to \$150</li> </ol>	

Minutes reference date:      June 25, 2012      November 23, 2015

## TOWN OF AMHERST

### COMPANION ANIMAL BY-LAW

1. This By-law shall be known and may be cited as the “Companion Animal By-Law” of the Town of Amherst.

#### INTERPRETATION

2. In this By-law unless the context otherwise requires:

“**Animal Control Officer**” or “**ACO**” means the person designated by the Chief of Police to be the by-law enforcement officer for this by-law. An officer of the Amherst Police Department may destroy a dangerous dog where the circumstances call for that action in the normal course of carrying out the Officer’s duties.

“**At Large**” means being elsewhere than on the lands or premises owned or occupied by the dog owner and not on a leash.

“**Attack**” means an assault resulting in bleeding, bone breakage, sprains, or serious bruising.

“**Bite**” means a wound to the skin causing it to puncture or break.

“**Cat**” means a male or female animal of the species feline

“**Companion Animal**” means a domestic cat or dog

“**Council**” means the Municipal Council of the Town of Amherst

“**Dangerous Dog**” means a dog which:

- a) Attacks or demonstrates a propensity, tendency or disposition to attack a human being or animal either on public or private property
- b) Has caused injury to or otherwise endangered the safety of a human being or animal
- c) Is owned or harbored primarily or in part for the purpose of dog fighting or is trained for dog fighting
- d) Is a dog for which a muzzle order has been made

“**Dog**” means a male or female animal of the species canine over the age of sixteen (16) weeks.

“**Dog License**” means a license for a dog for the current licensing year that has been paid for and that has been issued by the Town or an assignee of the Town.

**“Dog Owner”** means any person:

- a) whose name appears on a dog license
- b) who is in possession of a dog
- c) who has the care, custody or control of a dog; or
- d) who possesses, harbors or allows a dog to remain about a house, land or premises owned or occupied by that person.

**“Impounded”** means seized and delivered into the pound or in the custody of the poundkeeper.

**“Kennel”** means a licensed enterprise dealing with the breeding, buying, selling or boarding of dogs.

**“Licensed Dog”** means a dog that is wearing, either on its collar or harness, a metal tag on which is stamped figures corresponding to a dog license for that specific dog.

**“Licensing Year”** shall mean a period from April 1<sup>st</sup> in any year to March 31<sup>st</sup> in the following year.

**“Muzzle”** shall mean a humane covering device of sufficient strength placed over a dog’s mouth to prevent it from biting.

**“Pound”** means premises used by the poundkeeper to harbor and maintain dogs pursuant to this bylaw or any vehicle used by the poundkeeper.

**“Poundkeeper”** means the person or organization appointed by resolution of Council to operate and maintain the facilities for the impounding of dogs.

**“Premises”** means a building or part of a building, structure or a place.

**“Premises of the owner”** includes premises where a dog is habitually harboured or fed.

**“Register”** means annual no-cost voluntary registration of domestic cats with the Town by cat owners

**“Service Animal”** means an animal trained by a recognized school for service as a guide dog for the blind or visually impaired, a guide dog for the deaf or hearing impaired, or a special skills dog for other challenged persons and includes an animal used in therapy, registered with a recognized organization for that purpose.

## **IMPOUNDMENT**

- 3. The Council may hereby authorize:
  - a) the establishment, maintenance and operation of facilities for the impounding of dogs at such place or places and upon such premises, as the Council may determine, by resolution.

- b) The appointment, by resolution, of a poundkeeper to maintain and operate the pound or pounds established under this by-law.
- c) The making of an agreement with such persons, firms, societies or corporations as may be fit for the purpose of maintaining and operating a pound, for regulating the conduct of the pound, and providing for the collection, distribution and payment of revenue and expenditures derived from the operation of the Pound.

## **CONTROL, LICENSING, REGISTERING AND IMPOUNDING OF DOGS**

### **Control of Dogs**

- 4. Except as otherwise permitted by this By-law:
  - a) A dog owner shall not permit, suffer or allow a dog to be at large.
- 4.1 Every owner of a dog shall ensure that the dog is kept on a leash and under the control of some person when the dog is on any land in the Town unless:
  - a) the land is the premises of the owner of the dog;
  - b) the land is owned by a person who has given prior consent to the dog being off the leash.
- 4.2 The owner of a dog which is known to be aggressive must not permit the dog to be in a place other than the owner's property
  - a) Unless the dog is on a leash no longer than one meter and in the control of a person who is responsible and capable of controlling the dog.
  - b) unless the dog is wearing a proper muzzle
- 4.3 Police Officers with the Amherst Police Department and any By-Law enforcement officers appointed by the Chief of Police, along with the ACO, are authorized to enforce this by-law.

### **Dangerous Dogs**

- 5. The ACO has the power and authority hereunder, upon reasonable grounds, to make the determination that any dog is a dangerous dog.

Where the ACO has reason to believe that a dog has attacked a person or another animal, or has the propensity to do so, the ACO may:

- a) Classify the dog as a dangerous dog;

- b) Issue the owner a notice to muzzle the dog
  - c) Order the owner to keep the dog securely restrained either indoors or inside an escape-proof enclosure that does not allow the dog to jump, climb or dig its way out of while it is on the property of the owner; and
  - d) Muzzle, securely leash and ensure the dog is under the control of a person who is responsible and capable of controlling the dog, when the dog is off the property of the owner.
- 5.1 When the ACO determines that a dog is a dangerous dog, the ACO, if he/she determines in their discretion, that the dangerous dog poses an immediate and significant threat to the public safety, may, after consultation with a police manager, destroy the dangerous dog, without permitting the owner to claim it.
- 5.2 If the ACO destroys the dog, the ACO will arrange for the disposal of the remains and will make reasonable efforts to inform the dog owner that the dog has been destroyed. The owner of the dog will be responsible for all costs related to the destruction/disposal.
- 5.3 If a dog attacks a person and causes injury, the Amherst Police Department shall, along with the ACO, have the authority to investigate the circumstances of the attack if it is decided that it is appropriate to do so, and the Town of Amherst Police Department may make such recommendations to the ACO as it deems appropriate.

### **Feces and Scooping**

6. Every owner of a dog shall immediately remove any feces left by the dog in the Town:
- a) on any roadway, sidewalk or parking lot
  - b) in a public park
  - c) on any public property other than a public park, or
  - d) on any private property other than the property of:
    - i. the owner of the dog, or
    - ii. the person having care, custody or control of the dog.
- 6.1 Every owner of a dog shall dispose of any feces removed pursuant to this Section on his or her premises.
- 6.2 Every owner of a dog shall remove from his or her property, in a reasonable timely manner, feces left by such dog, so as not to disturb the enjoyment, comfort, convenience of any person in the vicinity of the property.
- 6.3 This section does not apply to a handler of a service dog, where the handler is not reasonably able to remove the feces left by such dog due to a physical disability or impediment.

## **Noise**

7. No dog shall be permitted to consistently disturb the quiet of a neighborhood by barking, howling, or otherwise making noise to a degree beyond what the Animal Control Officer determines to be normal.
- 7.1 In determining what is “normal” in the context of this section, the ACO shall consider one or more, but not limited to, the following factors:
  - a) the time of day that the dog is reported as disruptive;
  - b) the frequency and duration of the reported disruptive behavior;
  - c) the proximity of neighbors and population density of the neighborhood.
- 7.2 If the ACO determines, upon reasonable grounds, that a dog is being disruptive, as defined in this section, the ACO shall give a written warning to the dog owner before taking any other action under this by-law.

## **Interference with ACO or Poundkeeper**

8. Anyone who obstructs or interferes with the Animal Control Officer, or his/her duly authorized delegate, or the poundkeeper, engaged in the execution of his/her duties, commits an offense under this by-law.

## **Licensing of Dogs**

9. No person shall own, possess or harbor an unlicensed dog within the boundaries of the Town.
- 9.1 A person who owns, possesses or harbors any dog before the first day of April in each year, shall obtain a dog license in accordance with the provisions of this by-law.
- 9.2 Applications for and the issuance of a dog license shall be the responsibility of the Town Hall staff, or person so designated by the Town of Amherst.
- 9.3 The Town of Amherst and/or its recognized agent for this purpose will maintain a record of all dogs registered, showing the date and number of the registration, and the name and address of the owner of the dog.
- 9.2 Every person who obtains a dog license shall be given a metal tag which shall be, at all times, fastened to a collar or harness worn by the dog for which the license was obtained.
- 9.3 Where a metal tag issued pursuant to this by-law has been lost, destroyed or mutilated, the dog owner shall acquire, for the remainder of the current licensing year, a replacement tag, upon producing proof of purchase of a valid dog license and upon payment of a prescribed fee.

- 9.4 Fees pursuant to this by-law are set out in Schedule "A" attached hereto.
- 9.5 Notwithstanding this section, the following dogs need not have a dog license:
- a) a trained guide dog owned or utilized by a blind person, or any dog determined by the ACO to be a service or assistance dog
  - b) a dog owned and utilized as a law enforcement service dog

### **Registering of Cats**

10. Every owner of every cat may register the cat with the Town on the first day of April in each year, and may obtain a registration tag for the cat. There is no cost for such registration.
- 10.1 Applications for and the issuance of a cat registration shall be the responsibility of Town Hall staff, or person so designated by the Town of Amherst.
- 10.2 The Town of Amherst and/or its recognized agent for this purpose will maintain a record of all cats registered, showing the date and number of the registration, and the name and address of the owner of the cat.
- 10.3 Every person who obtains a cat registration shall be given a metal tag which shall be fastened to a collar or harness worn by the cat for which the registration was obtained.

### **Rabies**

11. Every owner of a dog over the age of four months must have the dog vaccinated against rabies and must keep the rabies vaccinations of the dog up to date.
- 11.1 The ACO may seize and impound any animal which is suspected of being rabid, and must immediately notify the a veterinary clinic.
- 11.2 Every owner of an animal who knows or suspects that the animal is rabid must immediately report the animal to a veterinary clinic and the ACO.
- 11.3 No dog license will be issued to an owner who does not present proof of such vaccination.

### **Impounding of Dogs**

12. The Town of Amherst and/or its designates by resolution may, without notice to or complaint against the owner, impound any dog that:

- a) runs at large contrary to this by-law
- b) is not wearing a tag as required by this by-law
- c) is not registered pursuant to this by-law
- d) is fierce and dangerous
- e) is rabid or appears to be rabid or exhibits symptoms thereof; or persistently disturbs the quiet of the neighborhood by barking, howling or otherwise, after a written warning has been delivered to dog owner

(renumber paragraphs)

- 11.1 The poundkeeper, upon seizure or impoundment of a dog at large, shall make every effort to inform the dog owner, if known, that the dog has been seized and impounded, including review of available information from tags, tattoos or microchips.
- 11.2 If after the expiration of not less than 72 hours, the impounded dog is not claimed, the poundkeeper may, on the expiration of this period, destroy, or place for adoption, the impounded dog.
- 11.3 The poundkeeper, upon receiving a certificate from a qualified veterinarian that an impounded dog is suffering from infectious or contagious disease, may immediately destroy that impounded dog.
- 11.4 The poundkeeper shall maintain a recorded log, in which he/she shall record the description of every dog impounded, the name of the person who impounded the dog, the time and location of the impoundment, the fees owing and the manner of disposal of the impounded dog.
- 11.5 The owner of record of an impounded dog shall be responsible for all uncollected fees or costs in respect of an impounded dog whether or not he/she effects the release of the dog.

### **Enforcement**

- f) No companion animal owner shall do anything, or fail to do anything, where that action or omission, as the case may be, results in a violation of this by-law.
- g) This by-law may be enforced, at the discretion of the Town:
  - a. in accordance with the procedures set out in the Municipal Government Act; or
  - b. by means of a summary offence ticket under the Municipal Government Act.

- h) The Summary Proceedings Act, where applicable, shall apply to proceedings under this by-law.
- i) The Animal Control Officer may enter, at all reasonable times, upon any property subject to this by-law in order to ascertain whether this By-law is being obeyed.
- j) Every person who contravenes any part of this by-law is guilty of an offense and is subject to the provisions of the *Summary Proceedings Act*.
- k) Each day an offense continues shall be a separate offense.
- l) The penalties prescribed are as follows:
  - a. with respect to the first contravention and/or impoundment in any consecutive 12 month period, payment of \$60.00;
  - b. with respect to a second contravention and/or impoundment within any consecutive 12 month period, payment of \$100.00;
  - c. with respect to a third contravention and/or impoundment within any consecutive 12 month period, payment of a sum of \$150.00;
  - d. with respect to any subsequent contravention and/or impoundment within any consecutive 12 month period, payment of a sum not less than \$300.00 and not more than \$500.00.
- m) Any contravention of any provision of this By-law, in the preceding twelve months by any person charged, shall be counted as a previous contravention for the purpose of the preceding paragraphs.
- n) If payment is not made in accordance with these procedures, the fine is recoverable under the *Summary Proceedings Act*.

**Costs**

- o) In all cases the Town shall have the right to recover from the owner of the dog the cost incurred by the Town in applying this by-law to the owner's dog.
- 21.1 In all cases the costs of the Town shall include the actual payments made by the Town, together with its reasonable administrative charges.
- 21.2 The provisions of this by-law shall be enforceable pursuant to the *Municipal Government Act*.

## **Interpretation**

- p) This by-law shall be read with all changes in gender and number, as may be appropriate.
- q) Any part of this by-law found to be illegal shall be severed from the balance of the by-law.
- r) Any and all fees referred to in the by-law shall be as set out in the Town of Amherst User Fee Policy #3470-03 and will be reviewed annually.

## **Repeal**

- s) The Town of Amherst Dogs By-Law approved by Council on July 16, 2010 is hereby repealed.

## SCHEDULE "A"

### **Dog License Fees**

1. Dog License fees shall be:
  - a) \$15 for each spayed/neutered dog;
  - b) \$30 for each un-sprayed/un-neutered dog.
  - c) \$15 for tag replacement

Each license shall be payable to the Town of Amherst annually.

### **Dog Impound Fees**

2. A dog owner may reclaim their impounded dog upon proving ownership and upon paying to the poundkeeper the following impound fees, maintenance fees and any overdue dog license fees pursuant to Schedule "A"
  - a) An impoundment fee in respect of a Licensed Dog:
    - i) First Impoundment - \$30.
    - ii) Second Impoundment - \$70.
    - iii) Third and subsequent Impoundments - \$100.
  - b) An impoundment fee in respect to an Unlicensed Dog - \$100.
  - c) A maintenance fee in respect of each day or part of a day on the impoundment period - \$15.

## Amendment / Consolidation Notes

July 16, 2010 – Council approved 2<sup>nd</sup> reading of the Dog Bylaw

November 23, 2015 – Council approved 2<sup>nd</sup> reading of a Bylaw to Amend the Dog Bylaw. Amendment includes:

- Rename to Companion Animal Bylaw
- Add a new section that allows for the no cost, voluntary registration of cats

# SYNOPSIS

## Lighting Retrofits Municipal Buildings

---

Nichent Energy was recently awarded a contract to retrofit lights at the Amherst Fire Station via the request for proposal process. In addition, they also recently replaced the lights over the ice surface at the Amherst Stadium and were awarded a contract to install / replace the lights at Robbs Baseball Complex. In discussions with representatives of Nichent during this work, it was agreed that they would audit our other buildings to determine if cost savings could be achieved by retrofitting the lights at those locations.

Nichent audited the Police Station, Town Hall, the Public Works Building and the Library, as well as the Community Credit Union Business Innovation Centre. As CCUBIC already has a large amount of LED lighting a retrofit in that building it is not recommended at this time.

Regarding the recommended buildings, the cost to retrofit the lights in all three buildings would be \$147,500, minus a guaranteed energy rebate from Efficiency Nova Scotia in the amount of \$87,500 for a net price to the Town of \$60,000. Once the retrofit is completed, ongoing energy savings of approximately \$44,000 / year will be realized. This \$60,000 one-time investment will result in \$44,000 in annual savings going forward. Funding in the amount of \$50,000 is available in the Capital Reserve – Capital Carry Over Items. The additional \$10,000 is available in the Unrestricted Capital Reserve.

### **MOTION:**

**That Council approve of amendments to the 2023/24 Capital Budget to include lighting retrofits at the Police Department, Town Hall, Public Works Building and Library in the amount of \$60,000 to be funded from the capital reserve, and further that the retrofit contract be awarded to Nichent Energy Inc. for a total amount of \$147,500 including a guaranteed \$87,500 Efficiency Nova Scotia energy rebate.**



## AMHERST TOWN COUNCIL

RFD# 2023129

Date: October 30, 2023

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

**SUBMITTED BY:** Jason MacDonald, CAO

**DATE:** October 30, 2023

**SUBJECT:** Lighting Retrofit – Municipal Buildings

---

**ORIGIN:** Request to audit our municipal buildings upon completion of lighting retrofits at Amherst Stadium and Fire Station.

**RECOMMENDATION:** That Council approve of amendments to the 2023/24 Capital Budget to include lighting retrofits at the Police Department, Town Hall, Public Works Building and Library in the amount of \$60,000 to be funded from the capital reserve, and further that the retrofit contract be awarded to Nichent Energy Inc. for a total amount of \$147,500 including a guaranteed \$87,500 Efficiency Nova Scotia energy rebate.

**BACKGROUND:** Nichent Energy was recently awarded a contract to retrofit lights at the Amherst Fire Station via the request for proposal process. In addition, they also recently replaced the lights over the ice surface at the Amherst Stadium and were awarded a contract to install / replace the lights at Robbs Baseball Complex. In discussions with representatives of Nichent during this work, it was agreed that they would audit our other buildings to determine if cost savings could be achieved by retrofitting the lights at those locations.

**DISCUSSION:** Nichent audited the buildings recommended above, plus the Community Credit Union Business Innovation Centre. As CCUBIC already has a large amount of LED lighting a retrofit in that building is not recommended at this time.

Regarding the recommended buildings, the cost to retrofit the lights in all three buildings would be \$147,500, minus a guaranteed energy rebate from Efficiency Nova Scotia in the amount of \$87,500 for a net price to the Town of \$60,000. Once the retrofit is completed, ongoing energy savings of approximately \$44,000 / year will be realized.

**Procurement** - Nichent Energy recently won a contract through an open Request for Proposals by the Town for the retrofit of the lights at the Amherst Fire Department. They were the only bidder who would agree to submit the application for the energy rebate on our behalf as well as guarantee their estimated rebate amount (in fact a larger rebate was granted by Efficiency Nova Scotia and this was passed on to the Town). Having the application submitted by the installer is crucial as we do not have the expertise in house to do this work and a consultant would be required at additional cost and time. In addition, the installer guaranteeing the rebate removes all risk to the Town in this process.



Furthermore, once this work is completed, all lights in all Town buildings (except CCUBIC) will be installed by the same company, be the same lights and have the same warranty. Once the warranty period expires (two years labor, five years parts) our staff will have the ability to change out the lights in all buildings.

Finally, while we know the energy rebate program is in place at this time, we cannot be sure it will be in place after the new year, therefore time is of the essence in this process.

For these reasons, the CAO is recommending that the contract be awarded via the Alternate Procurement section of the Town's procurement policy

**FINANCIAL IMPLICATIONS:** This \$60,000 one-time investment will result in \$44,000 in annual savings going forward. Funding in the amount of \$50,000 is available in the Capital Reserve – Capital Carry Over Items. This \$50,000 was set aside some years ago to hire an in-house On-Site Energy Manager, however the provincial portion of the program was cancelled and this money was never spent by the Town. The additional \$10,000 is available in the Unrestricted Capital Reserve.

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

**ENVIRONMENTAL IMPLICATIONS:** The retrofit of the lights in the buildings recommended will reduce energy consumption by approximately 80%.

**COMMUNITY ENGAGEMENT:** A media release will be prepared after award. Given the amount of work the Town has undertaken in retrofitting lights through the Efficiency Nova Scotia Program, staff will determine if that organization will be willing to spotlight our work at the provincial level.

**ALTERNATIVES:** Do not carry out this work at this time.

**ATTACHMENTS:**

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Report prepared by:

Report and Financial approved by:

# **SYNOPSIS**

## **105 South Albion Street Development Agreement First Reading**

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The draft development agreement for 105 South Albion Street, formerly known as Blaine Street, will allow the construction of a residential community consisting of two, 5-unit townhouses, and two apartment buildings with 48 and 128 units.

Following an advertised Public Participation Opportunity on October 4<sup>th</sup>, the Planning Advisory Committee met on October 10<sup>th</sup> at which time they passed a motion recommending that Council enter into the Development Agreement as drafted.

Council's consideration of this development agreement advances the broader objective to have the subject property developed for multi-unit housing in a central location.

### **MOTION:**

**That Council give First Reading to the development agreement for 105 South Albion Street and schedule a Public Hearing for Thursday, November 23, 2023 at 5:00 p.m.**

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

**SUBMITTED BY:** Andrew Fisher, Director of Planning & Strategic Priorities

**DATE:** October 30, 2023

**SUBJECT:** Development Agreement for Multiple Residential Buildings at 105 South Albion Street

---

**ORIGIN:** An application for a development agreement to allow the construction of 10 town houses and two apartment buildings at 105 South Albion Street (formerly known as Blaine Street).

**LEGISLATIVE AUTHORITY:** *Municipal Government Act Part VIII Planning and Development.*

**PAC RECOMMENDATION:** On October 10, 2023, the PAC recommended that Council enter into the attached Development Agreement for 105 South Albion Street (formerly known as Blaine Street), that would permit two, 5-unit townhouses, one, 128-unit apartment building, and one, 48-unit apartment building.

**BACKGROUND:** Attached is the draft development agreement. An advertised Public Participation Opportunity was held on October 4, 2023. In summary, the public supported more housing on the site, but had questions/concerns about traffic, water on the site and the adequacy of town infrastructure to accommodate the development.

Council is referred to October 10, 2023, staff report to the Planning Advisory Committee that contains details about the proposed development, input received through the Public Participation Opportunity, information provided by the applicant, and a review of the relevant MPS policies.

**DISCUSSION:** As detailed in the attached staff report to the PAC, the proposal meets the general intent of MPS policies. The development agreement process provided the public an opportunity to give input that is detailed in the report. Should Council decide to give First Reading of the agreement, the public will have another opportunity to provide input at a public hearing before Council.

**FINANCIAL IMPLICATIONS:** No significant costs specific to this issue. Ongoing tax revenue upon completion of the development.

**SOCIAL JUSTICE IMPLICATIONS:** None specific to this issue.





## AMHERST TOWN COUNCIL

RFD# 20231033

Date: October 30, 2023

**ENVIRONMENTAL IMPLICATIONS:** Issues related to the ground water, surface drainage, and town infrastructure that would connect to this development have been addressed or will be addressed through the development agreement process.

**COMMUNITY ENGAGEMENT:** October 4, 2023, Public Participation Opportunity, and a Public Hearing if First Reading is given. If approved, notice of the right to appeal the Council's decision will be published in the local newspaper.

**ALTERNATIVES:**

- 1) Give First Reading of the development with specific amendments where necessary;
- 2) Refer the application back to the PAC for more information;
- 3) Reject the application citing specific policies that are not met by the proposal.

**ATTACHMENTS:**

- 1) Development Agreement;
- 2) Staff report to PAC.

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



This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2023.

Between:

**Black Bay Real Estate Group** (owner of 105 South Albion Street, hereinafter called the "Owner"),

of the one part, and

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

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy RP-9 of the Municipal Planning Strategy of the Town of Amherst, to construct two, 5-unit townhouses, one, 128-unit apartment building, and one, 48-unit apartment building at 105 South Albion Street (formerly known as Blaine Street), as shown on Schedule B.

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

AND WHEREAS the Council of the Town, at its meeting on the \_\_\_\_ Day of \_\_\_\_\_ 2023, approved said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

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

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' - Property Location Map
- (c) Schedule 'C' – Site Plan
- (d) Schedule 'D' – Building Elevations

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

- 1) That the Owner is the registered owner of the aforesaid Land in the Town of Amherst, hereinafter called the "Land". The aforesaid Land is the only land in the Town of Amherst to which this Agreement applies, and the Land is illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may construct a maximum of two, 5-unit townhouses and two apartment buildings, including one 8-story, 128-unit building and one 4-story 48-unit building on said Land, subject to Schedules A, B, C, and D attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.

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

**SIGNED, SEALED AND DELIVERED**

In the presence of

---

**THE TOWN OF AMHERST**

---

David Kogon MD, Mayor

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Jason MacDonald, MCIP, LPP, CAO

**FOR THE OWNER**

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Adam Barrett, President  
Black Bay Real Estate Group

## Terms and Conditions:

**1.0 USE OF LAND AND BUILDINGS**

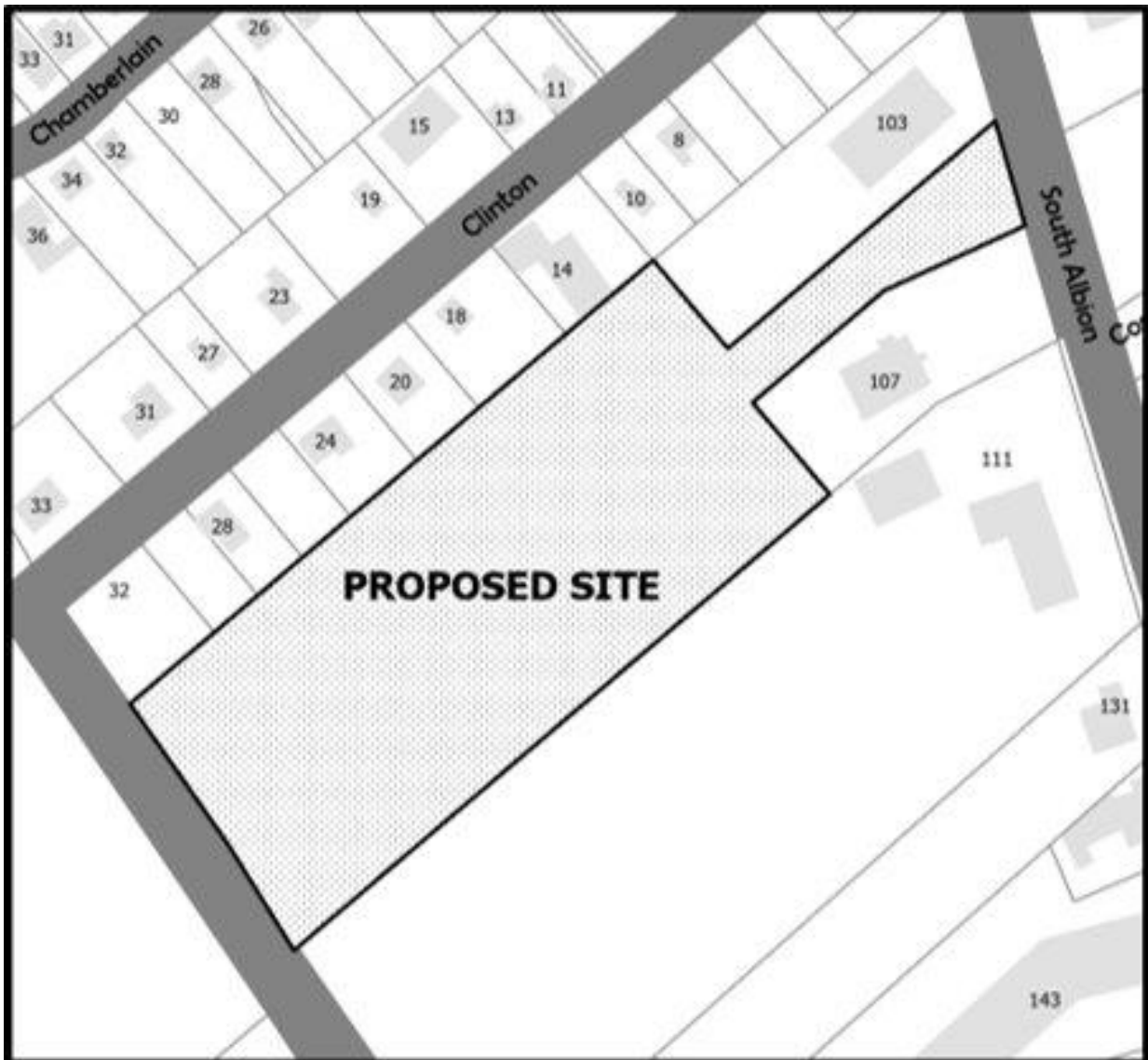
- 1.1 The use of the property shall be limited to two, 5-unit townhouses and two apartment buildings, including one 8-story, 128-unit building and one 4-story 48-unit building in the general location as shown on Schedule 'C'.
- 1.2 A minimum of 203 parking spaces, including 81 surface parking, 112 underground and 10 garage parking spaces shall be provided on the Land and shall be generally configured as shown and explained on Schedule 'C'.
- 1.4 Accessory buildings may be permitted on the Land in accordance with the *Town of Amherst Land Use Bylaw* and shall not be considered a substantial change to this agreement.
- 1.5 The building shall generally conform to the designs shown on Schedule 'C' and 'D'. Variations to the architectural details and footprint of the dwellings may be permitted, to the satisfaction of the Development Officer. Such changes shall not be considered substantial.
- 1.6 The Owners shall be responsible for all elements of the Site Plan on the Land generally in accordance with Schedule 'C'. Variations to the Site Plan elements may be permitted, to the satisfaction of the Development Officer and shall not be considered substantial changes to this agreement.
- 1.7 The Owner shall be responsible for maintaining screened solid waste containment areas.
- 1.8 Paving of the driveways and parking areas shall be completed for the associated building within twelve (12) months from the date an Occupancy Permit is issued.
- 1.9 The Owner shall be responsible for constructing the access to the site will have the option to construct a public street, subject to conformance with the Amherst Subdivision Bylaw requirements.
- 1.10 The Owner shall be responsible for any changes to the location and configuration of access and parking that is required to accommodate access for emergency vehicles, to the satisfaction of the Development Officer and the authority having jurisdiction. Such changes shall not be considered substantial to this agreement.

**2.0 GENERAL REQUIREMENTS**

- 2.1 The Owner shall keep the Land, building and any portion thereof clean and in good repair. All elements of the development on the Land shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.3 Solid waste management shall be in conformance with the Town of Amherst *Solid Waste Bylaw*.
- 2.4 The Owner shall submit a storm water management plan to satisfaction of the Development Officer and shall be responsible for storm water management during and after construction.

2.5 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste and taking all reasonable measures to minimize dust on an ongoing basis during construction.

# SCHEDULE 'B'





# SCHEDULE 'D'



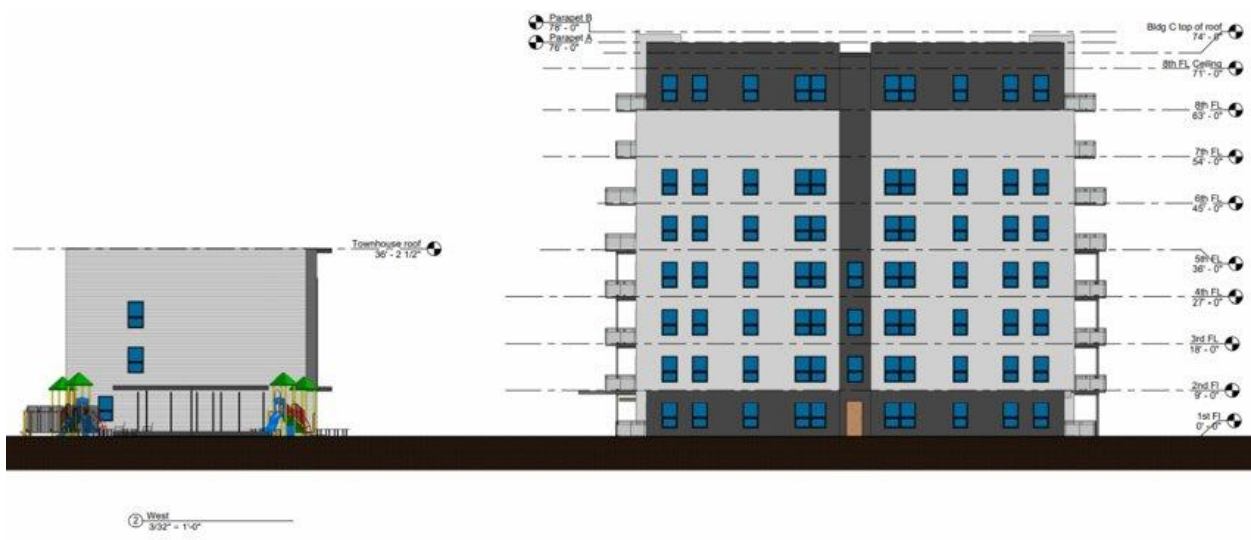
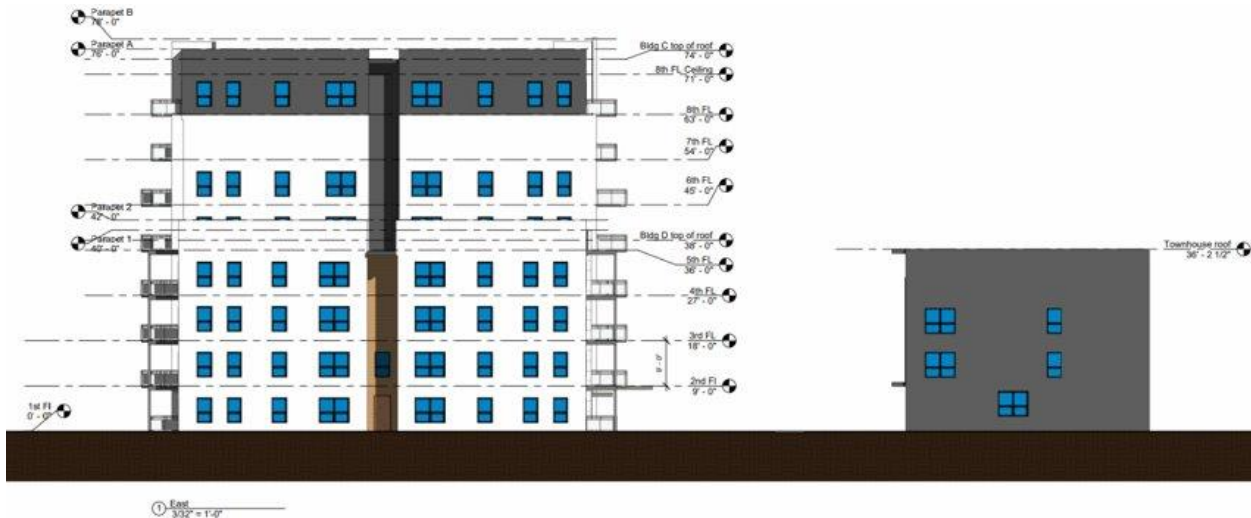
① North  
3/32" = 1'-0"



② South  
3/32" = 1'-0"



# SCHEDULE 'D'



# SCHEDULE 'D'



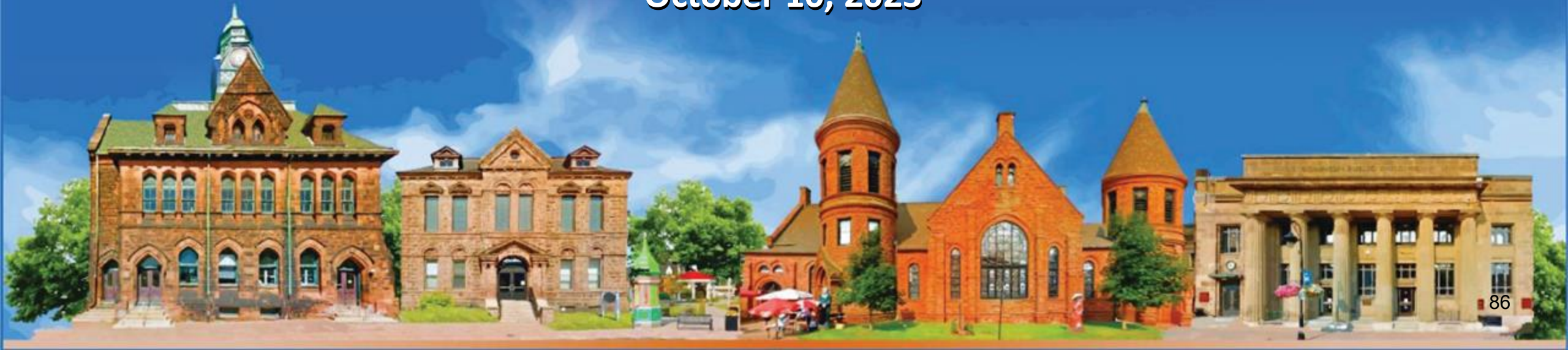
North - Bldg D



# **Application Briefing**

**Development Agreement to permit two rows of five town houses and two apartment buildings.**

**October 10, 2023**



# DEVELOPMENT AGREEMENT PROCESS

**Step 1**  
**Application and Preliminary Review**

Submission of draft design and proposal.

- Preliminary review by staff.
- Formal application for development agreement.

**Step 2**  
**Public Participation Opportunity**

This is an opportunity for the public to learn about the proposal. Staff provide a summary of a proposal and relevant policies to consider in relation to the development.

The applicant(s) and public are invited to provide input on the proposal. However, this is not a 'question and answer' session. This meeting is livestreamed and recorded for public viewing. The Planning Advisory Committee and Council will have an opportunity to attend this meeting but are not allowed to comment on the proposal.

Notice of this meeting include mailed letters to properties owners within 60metres and hand delivered letters to residents within 30metres of the subject property. In addition, a notice was placed in the Town's local newspaper.

The current proposal could change based on the input received at this meeting.

The Planning Advisory Committee will have access to all the recording, written comments, and a summary of the input provided at this meeting.

**Step 3**  
**Planning Advisory Committee**

Review of proposal, comments and feedback from the public participation.

Make a recommendation on the development agreement to Council.

**Step 4**  
**First Reading**

Council considers First Reading of the agreement and schedules a public hearing.

**Step 5**  
**Public Hearing**

Detailed overview of the proposal.

Present feedback from public participation opportunity, report and recommendation of the Planning Advisory Committee.

**Step 6**  
**Second Reading**

▪Council considers Second Reading and decides on the proposal.

Notice of Council's decision is advertised, providing the right to appeal Nova Scotia Utility Review Board (NSURB).

# APPLICATION DETAILS

**Applicant / Owner:** Blackbay Real Estate Group

**Summary of Proposal:** Development Agreement to permit two rows of five town houses and two apartment buildings.

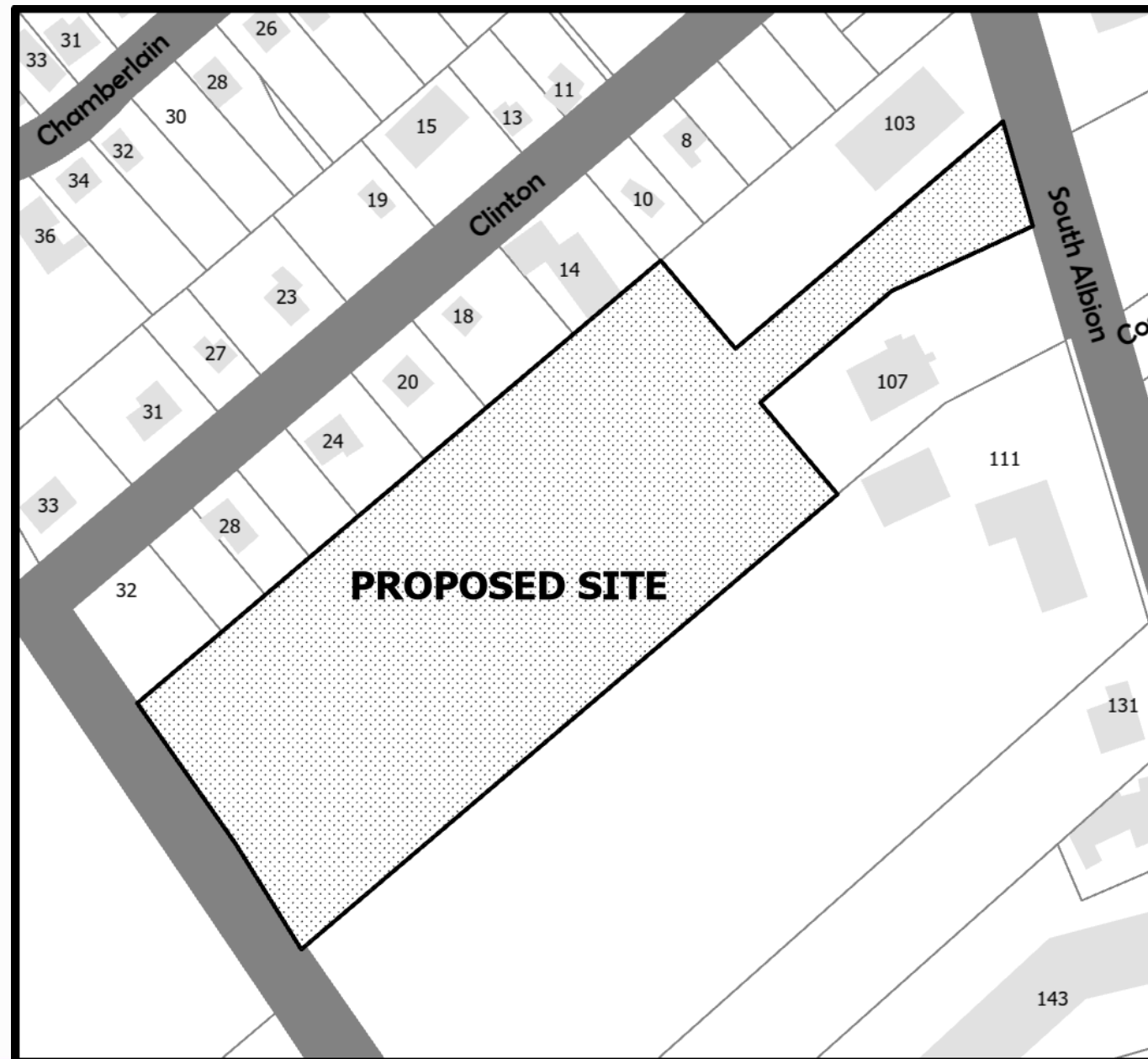
**Location:** 105 South Albion Street (formerly known as Blaine Street).

**Property Area:** 15,783m<sup>2</sup> (4 acre).

**Existing Zoning:** Highway Commercial

**Existing Land Use:** Vacant

**Street Frontage:** South Albion Street



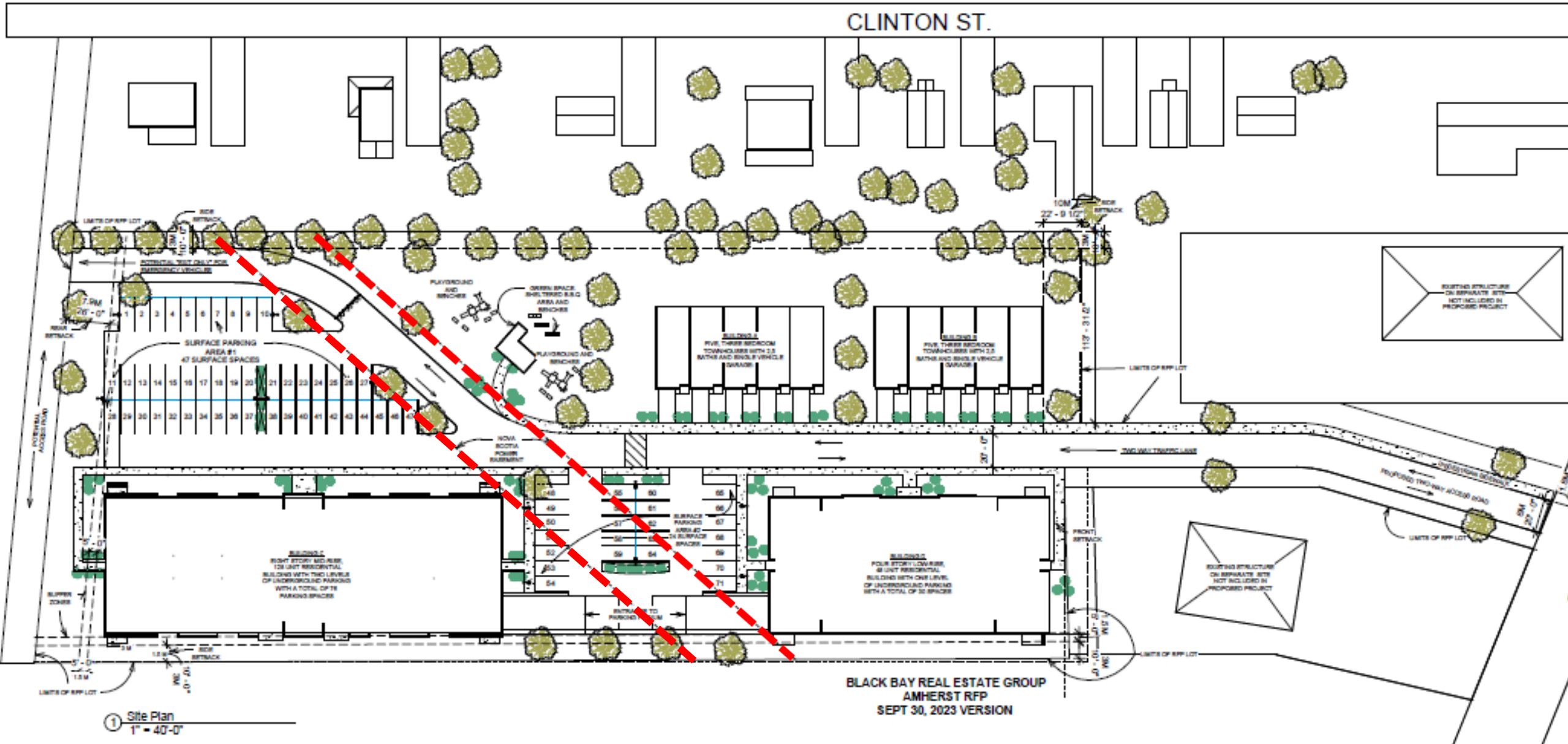
# NEIGHBOURHOOD CONTEXT

- ❑ The subject property is in the Highway Commercial Zone.
- ❑ North of the site is a row of detached and semi-detached residential dwellings with frontage on Clinton Street.
- ❑ There is a vacant lot on the southern border, while the Bulk Plant and Sales Office of Maritime Fuels is on the West side. Further in the southwest direction is a mobile home park and industrial park.
- ❑ Access to the site is through a driveway (proposed) extending from South Albion Street to the end of the block. Two restaurants (Yuan of Asia and Frank and Ginos) exist on the sides of the proposed driveway. A portion of this lane currently serves for parking.
- ❑ Other commercial characters nearby include vehicle dealerships, departmental stores, hotels, gas stations and vehicle services.





# Current (revised) Site Plan



# Bird's Eye View of the Proposal



# GENERAL DESCRIPTION

Lot coverage: 12.34%.

Density: 46 units per acre

**Access:** Proposed driveway off South Albion Street

**Landscape and Outdoor Spaces:** There is provision for trees to serve as landscape and buffer, an outdoor garden and playground.

**Total number of residential units:** 186

## Apartment Building (Building C & D)

	C	D
<b>Number of storeys</b>	8-storey building	4-storey building
<b>Number of dwelling units</b>	128 dwelling units.  Each level consists 10 one-bedroom units and 6 two-bedroom units.  Four of these units will be barrier free.	48 dwelling units  Each level consists 8 one-bedroom units and 4 two-bedroom units.  Two of these units will be barrier free.
<b>Parking</b>	129 parking spaces, including: i. 82 underground parking spaces split into two levels, of which four are accessible. ii. 47 surface parking spaces	54 parking spaces, including: i. One level of 30 underground parking spaces, of which two are accessible. ii. 24 surface parking spaces
<b>Amenity space</b>	A deck space of at least 3m <sup>2</sup> per unit	A deck space of at least 3m <sup>2</sup> per unit
<b>Building area</b>	1,697m <sup>2</sup>	1,197m <sup>2</sup>

	A & B
<b>Number of storeys</b>	3-storey building
<b>Number of dwelling units</b>	10 dwelling units. 2 rows of 5 town houses, each containing a 3-bedroom unit.
<b>Parking</b>	1 garage parking per townhouse, plus one driveway parking space.
<b>Amenity space</b>	Two rear deck areas comprising 10m <sup>2</sup>
<b>Building area</b>	82m <sup>2</sup>

# Approach Elevation (Townhouses)



① North  
3/32" = 1'-0"

# Rear Elevation (Townhouses)



3rd FL  
18' - 0"

2nd Fl  
9' - 0"

② South  
3/32" = 1'-0"

# PERSPECTIVE VIEW OF BUILDINGS A & B TOWNHOUSES



#seewhyweloveit

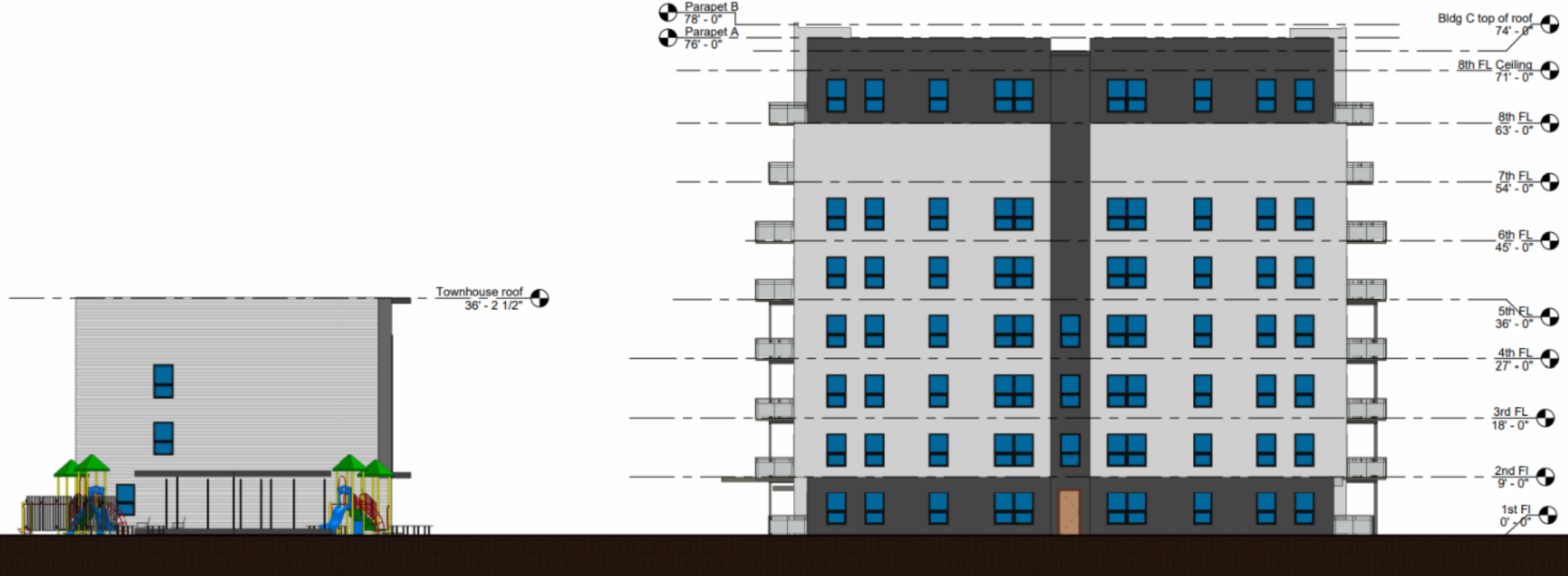


# Side Elevation (Building C and Townhouse)



① East  
3/32" = 1'-0"

# Side Elevation (Building C and Townhouse)

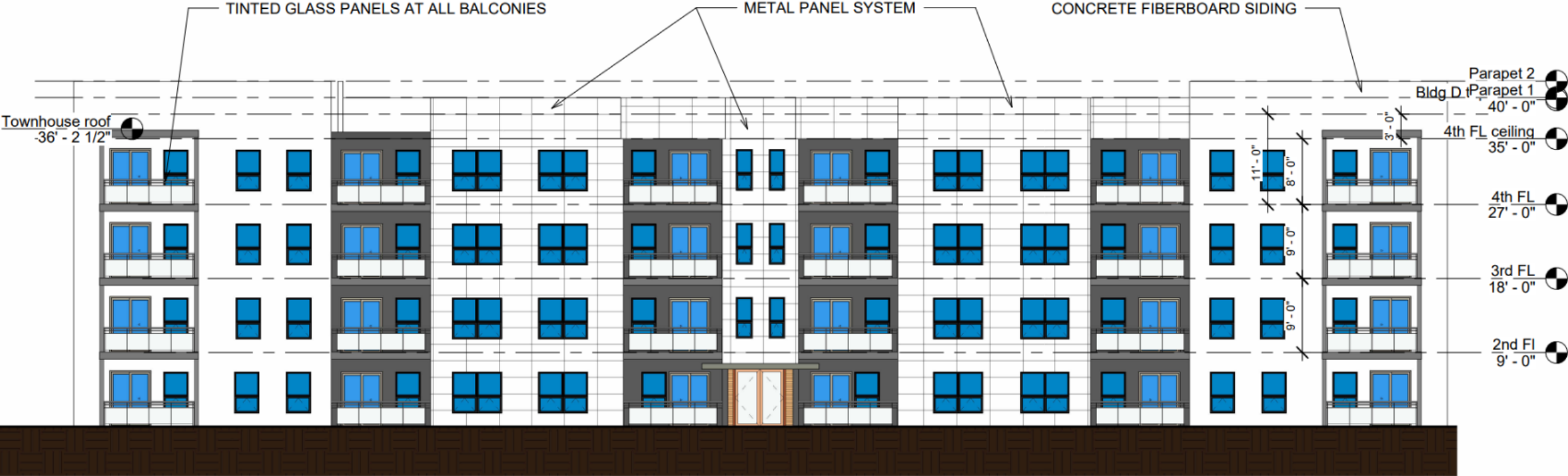


# Approach Elevation (Building C)



① North - Bldg C  
3/32" = 1'-0"

# Approach Elevation (Building D)



North -Bldg D

**PERSPECTIVE VIEW OF BUILDING C APARTMENTS  
FROM CLINTON ROAD**



**PERSPECTIVE VIEW OF BUILDING D APARTMENTS**



**PERSPECTIVE VIEW OF ALL BUILDINGS IN COMPLEX,  
INCLUDING PARKING AREA, EMERGENCY ACCESS  
ROAD, PLAYGROUND AND B.B.Q. AREAS**

TOWNHOUSES A & B

PLAYGROUND AND B.B.Q AREA  
AMENITIES

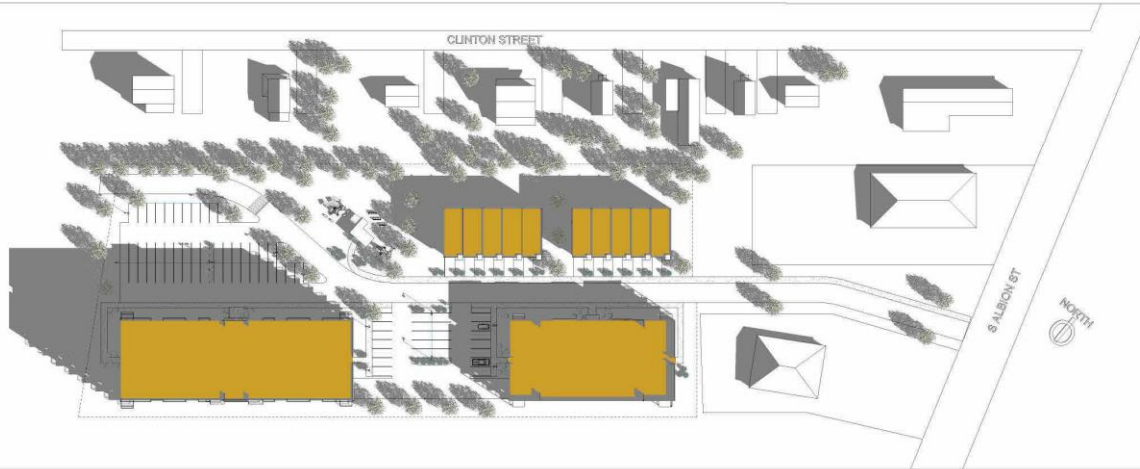
APARTMENT  
BUILDING C

EMERGENCY ACCESS ROAD

TENANTS SURFACE PARKING AREA



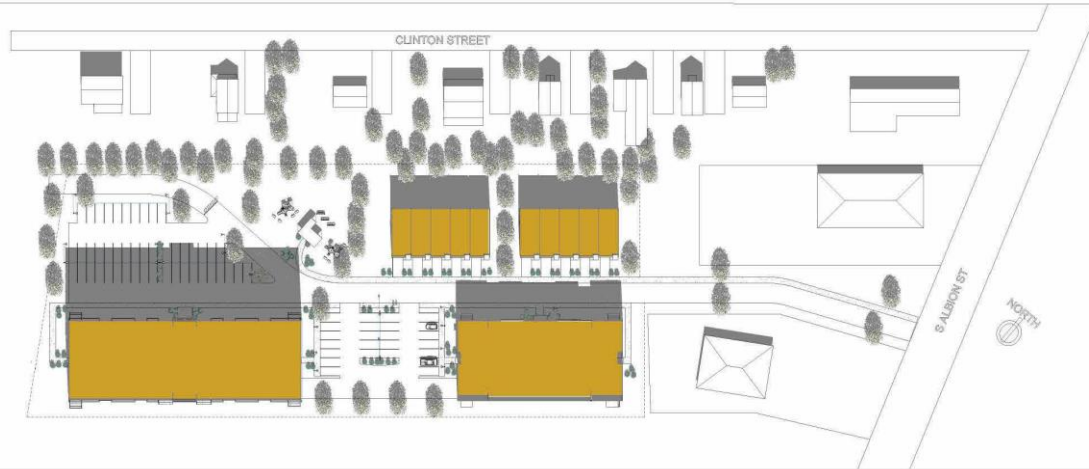
# SHADOW STUDY



**MARCH 20, 2023 (9 A.M.)**



**MARCH 20, 2023 (3 P.M.)**

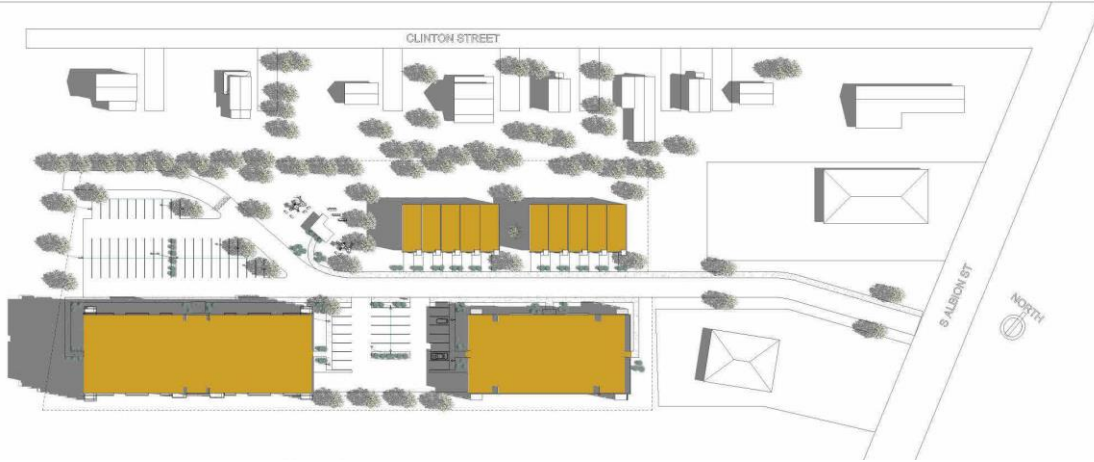


**MARCH 20, 2023 (12 P.M)**



**MARCH 20, 2023 (6 P.M.)**

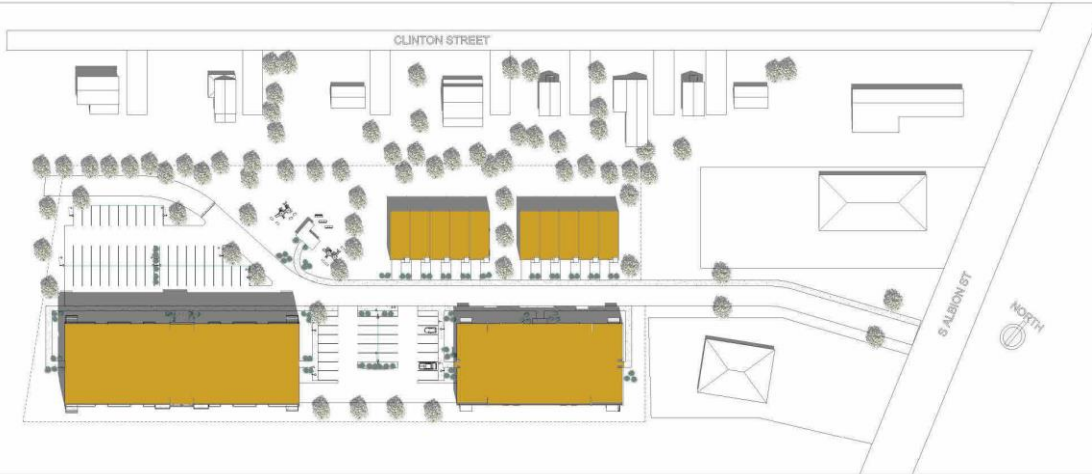
# SHADOW STUDY



**JUNE 21, 2023 (9 A.M.)**



**JUNE 21, 2023 (3 P.M.)**

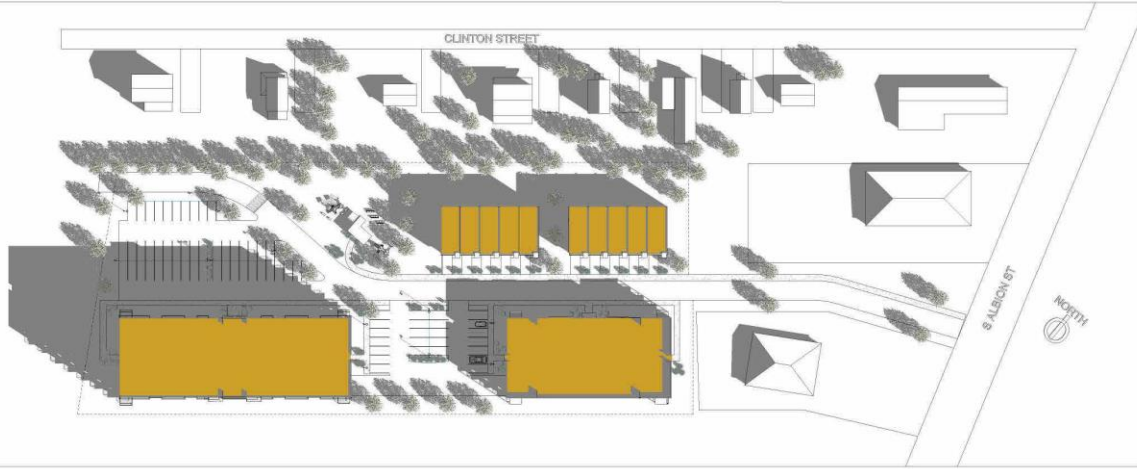


**JUNE 21, 2023 (12 P.M)**



**JUNE 21, 2023 (6 P.M.)**

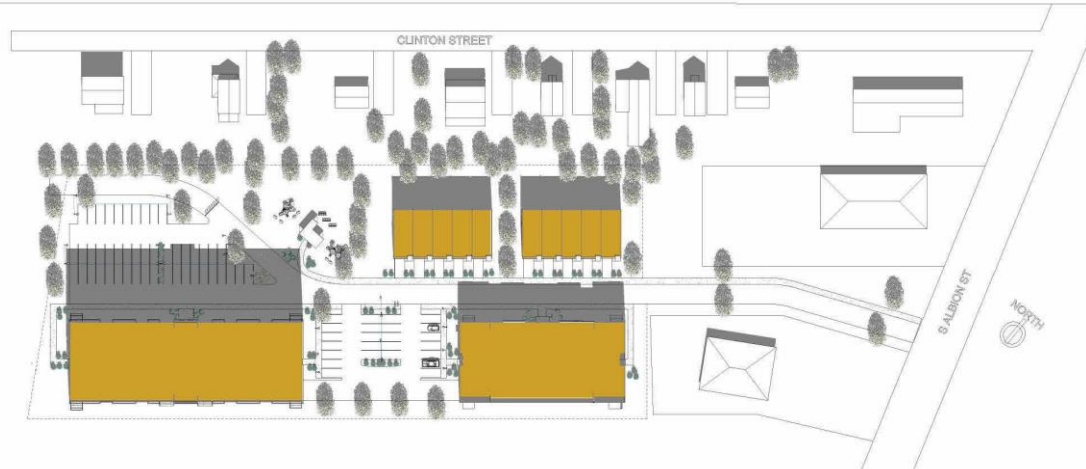
# SHADOW STUDY



SEPTEMBER 23, 2023 (9 A.M.)



SEPTEMBER 23, 2023 (3 P.M.)

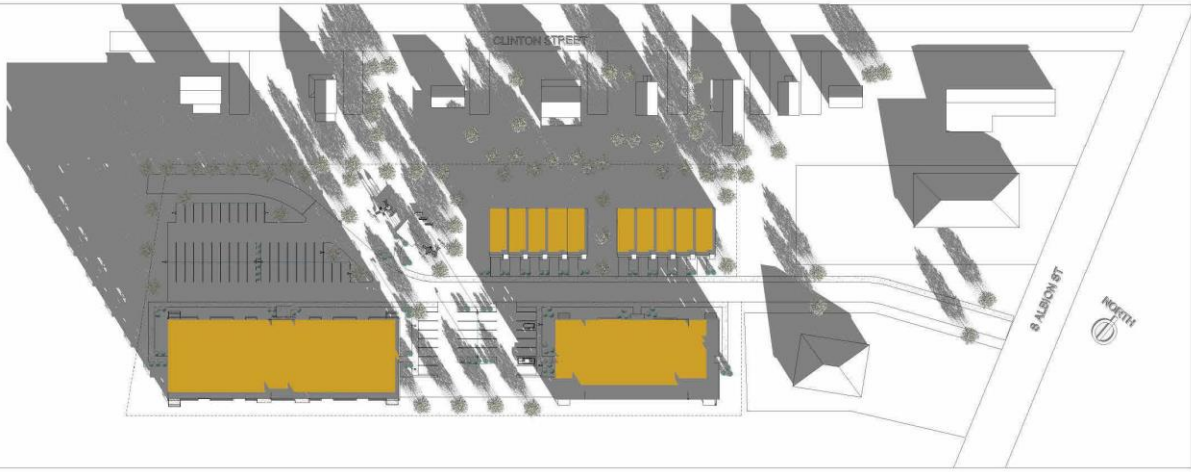


SEPTEMBER 23, 2023 (12 P.M.)

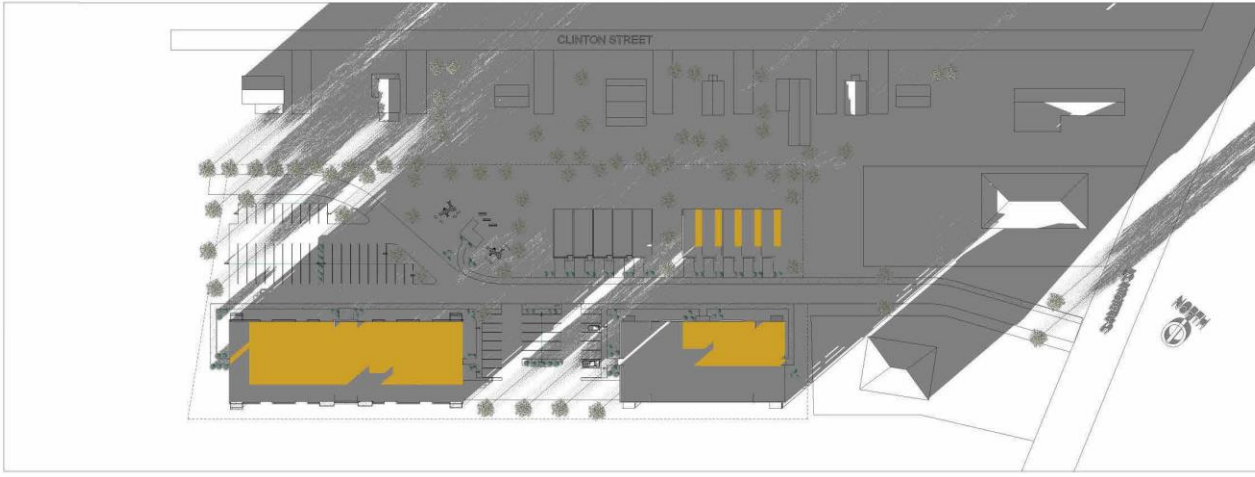


SEPTEMBER 23, 2023 (6 P.M.)

# SHADOW STUDY



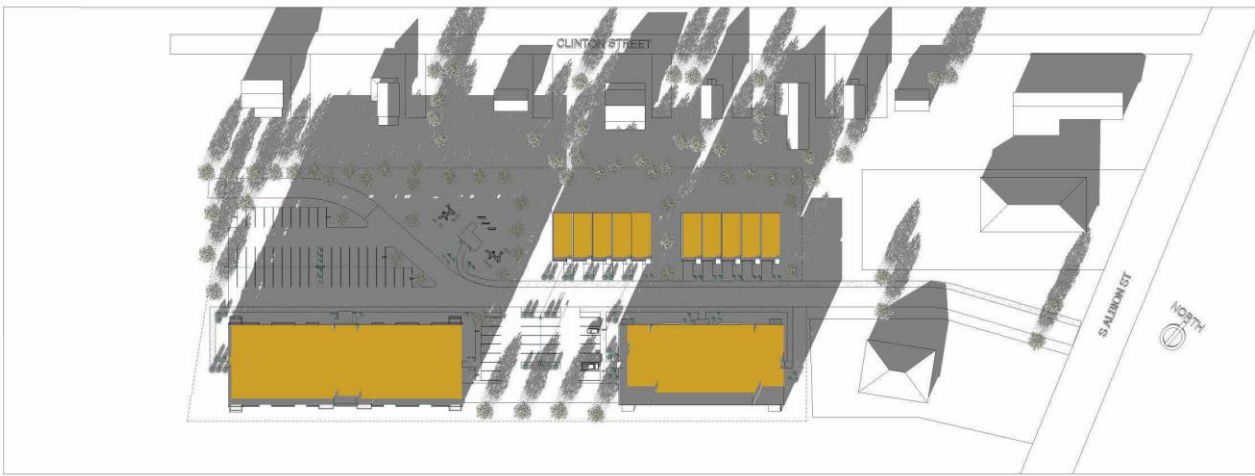
**DECEMBER 21, 2023 (9 A.M.)**



**DECEMBER 21, 2023 (3 P.M.)**



**DECEMBER 21, 2023 (12 P.M.)**



**DECEMBER 21, 2023 (6 P.M.)**

# RELEVANT PLANNING BYLAWS AND POLICIES

**Section 8.1.1 of the Town Land Use Bylaw** permits residential uses in Commercial Zones according all the applicable Residential standards.

**Land Use Bylaw, Section 7.2.2**, considers allowing apartment buildings greater than 4 units by development agreement in accordance with **Policy RP-9** of the Municipal Planning Strategy.

## **RP-9 (Medium and High Residential Density by Development Agreement)**

It shall be the intention of Council to ensure medium and high-density residential development occur in a manner compatible with a low-density residential neighborhood. Specifically, Council shall require that all residential developments greater than 4 dwelling units per property, be subject to a Development Agreement.

In negotiating such an agreement Council shall ensure that:

- a) ensure that the structure(s) is located on the lot in such a manner as to limit potential impacts on surrounding low density residential developments;
- b) ensure that the development provides sufficient on-site parking, and appropriate access to, and egress from the street;
- c) ensure that the location of parking facilities does not dominate the surrounding area, including the utilization of vegetation and fences to mitigate the aesthetic impacts of parking lots;
- d) ensure that any on site outdoor lighting does not negatively impact the surrounding properties;
- e) ensure that any signage on the property is sympathetic to the surrounding residential properties;
- f) require the use of vegetation to improve the aesthetic quality of the development;
- g) ensure that the architecture of the building is sympathetic to any existing development in the surrounding area.

# RELEVANT PLANNING BYLAWS AND POLICIES

## RP-11 (Affordable Housing)

It shall be the intention of Council to encourage and promote the provision of affordable housing units within all residential area of town by: (a) encouraging a mix of housing types and densities.

## General Land Use and Development Policies (GP)

### GP-7 (Compatibility)

It shall be the intention of Council to allow a mix of compatible land uses and to minimize their impacts by:

- (a) requiring adequate buffering and setbacks;
- (b) screening development by the use of visual barriers;
- (c) regulating the location of parking, storage buildings or other accessory uses or facilities.

### GP-8 (Density)

It shall be the intention of Council to allow development at a density appropriate to the overall desired character of the town.

## Municipal Service Policies (MS)

**MS-11 (In-fill Development):** It shall be the intention of Council to encourage and facilitate the development of vacant land located on existing municipal services in order to make more efficient use of such services.

# RELEVANT PLANNING BYLAWS AND POLICIES

## Implementation Policy

### A-5 (Amendment Criteria)

It shall be the intention of Council, when considering an amendment to this or any other planning document, including the entering into or amendment of a development agreement, to consider the following matters, in addition to all other criteria set out in the various policies of this planning strategy:

- (a) That the proposal conforms to the general intent of this plan and all other municipal bylaws and regulations.
- (b) That the proposal is not premature or inappropriate by reason of:
  - (i) the financial capability of the Town to absorb any costs relating to the development;
  - (ii) the adequacy of municipal water, sanitary sewer and storm sewer services;
  - (iii) the adequacy of road networks, in, adjacent to, or leading to the development
- (c) That consideration is given to the extent to which the proposed type of development might conflict with any adjacent or nearby land uses by reason of:
  - (i) type of use;
  - (ii) height, bulk and lot coverage of any proposed building;
  - (iii) parking, traffic generation, access to and egress from the site;
  - (iv) any other matter of planning concern outlined in this strategy.

# MEMO

**TO:** Planning Advisory Committee

**FROM:** Abiola Falaye, Planner

**DATE:** October 10, 2023

**RE:** **Development Agreement – Multiple Residential Buildings – 105 South Albion Street**

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## PROPOSAL

An application by Blackbay Real Estate Group for a development agreement to allow 10 town houses and two apartment buildings at 105 South Albion Street (formerly known as Blaine Street).

## BACKGROUND INFORMATION

The attached application briefing provides the site details, neighborhood context, building proposal details and MPS policies relevant to this item.

Following a June Public Participation Opportunity, on July 4<sup>th</sup>, 2022 the PAC recommended that Council enter into the agreement for 20 townhouses and two, 64-unit apartment buildings. In parallel to this process, the town engaged a surveyor to consolidate and reconfigure the subject property. In doing so, the surveyor’s property records search revealed an old disused powerline easement in favour of NS Power running diagonally across the property. Rather than undertake the rarely successful task of getting NS Power to give up the easement, Black Bay revised the development proposal around it. The revised proposal reduced the number of townhouses and significantly increased building setbacks to adjacent properties along Clinton Street; however, it also included a 128-unit, 8-level apartment building. As such, staff felt the changes were significant enough to warrant a second Public Participation Opportunity and review by the PAC.

## PUBLIC PARTICIPATION OPPORTUNITY

A public participation opportunity advertised in accordance with the Policy for Public Participation and Notification was held on October 4, 2023. A video of the meeting is available on the Town website, and a summary is provided as part of the information package. Written submissions are also part of the information package.

The comments and concerns received at the recent Public Participation Opportunity were in line with the initial Public Participation Opportunity. The attendees seem to be pleased with the proposal as they anticipate its benefit in reducing housing shortage in the town. Nevertheless, the participants did

not fail to express their opinion about some of the existing and anticipated challenges in relation to the site and proposed development. Issues of concern raised at this meeting include:

- Traffic increase and single access to and from the site
- Efficiency of the storm water and sewer management infrastructure
- Presence of a wellhead on the property
- Management of dust and other disturbance associated with the construction
- Implications/ compatibility of the proposed development on existing and future industrial uses in the neighbourhood

Staff endeavored to address most of the concerns within the scope of the draft development agreement where appropriate.

## **RELEVANT POLICIES**

Section 8.1.1 of the Land Use Bylaw permits residential uses in Commercial Zones according to all the applicable residential standards. One of these standards is contained in Section 7.2.2, which allows the consideration of apartment buildings greater than 4 units by development agreement in accordance with Policy RP-9 of the Municipal Planning Strategy.

### **1. Residential Policies (RP)**

#### **RP-9 (Medium and High Residential Density by Development Agreement)**

It shall be the intention of Council to ensure medium and high-density residential development occurs in a manner compatible with a low-density residential neighborhood. Specifically, Council shall require that all residential developments greater than 4 dwelling units per property, be subject to a Development Agreement.

In negotiating such an agreement Council shall ensure that:

- a) ensure that the structure(s) is located on the lot in such a manner as to limit potential impacts on surrounding low density residential developments;
- b) ensure that the development provides sufficient on-site parking, and appropriate access to, and egress from the street;
- c) ensure that the location of parking facilities does not dominate the surrounding area, including the utilization of vegetation and fences to mitigate the aesthetic impacts of parking lots;
- d) ensure that any on site outdoor lighting does not negatively impact the surrounding properties;
- e) ensure that any signage on the property is sympathetic to the surrounding residential properties;
- f) require the use of vegetation to improve the aesthetic quality of the development;
- g) ensure that the architecture of the building is sympathetic to any existing development in the surrounding area.

Compared to the original plan, the revised site plan allows for even more setback between the proposed development and the existing buildings on Clinton Street. There is also an ample supply of trees to serve as a buffer between the proposed development and the already established neighborhood. The layout of the buildings is also such that there is a reasonable transition in the mass of the buildings from the existing detached and semi-detached dwellings to rows of town houses and then apartment buildings.

One driveway parking space, in addition to a garage space, is proposed for each townhouse. For the apartment buildings, a total of 129 parking spaces is planned for Building C with 128 dwelling units, while Building D with 48 dwelling units will have 54 parking spaces. The parking area is adequately egressed from the street and divided between the surface and underground to ensure it does not dominate the area. In addition, landscaping as shown on the site plan should contribute to improving aesthetics and protecting privacy in the surrounding area.

Outdoor lighting and signage are addressed in the draft development. In the opinion of staff, the proposed development is adaptable in this part of the town. In addition, the organization of the buildings and the proposed landscape features should adequately minimize the potential impacts of a high-rise development in the area.

#### **RP-11 Affordable Housing**

*It shall be the intention of Council to encourage and promote the provision of affordable housing units within all residential areas of the Town by: (a) encouraging a mix of housing types and densities; and, (d) cooperating with Federal and Provincial Governments to facilitate affordable housing within the town.*

While the town does not specifically define or set parameters for affordable housing, it adopts the provincial definition and supports this goal by promoting a wide range of housing types within its jurisdiction. This proposal fulfils the intents of this policy by offering diverse housing options in terms of design and scale, featuring one-, two- and three-bedroom residential dwellings. In particular, the 3-bedroom townhouses represent a medium density housing type suitable for families that is not currently present in the Amherst housing stock. The proposed development will add 186 units to the existing housing stock in town in a central location, within walking distance to amenities.

## **2. General Land Use and Development Policies (GP)**

#### **GP-7 Compatibility**

*It shall be the intention of Council to allow a mix of compatible land uses to minimize their impacts by:*

- (a) requiring adequate buffering and setbacks;*
- (b) screening development by the use of visual barriers; and,*
- (c) regulating the location of parking, storage buildings and other accessory uses or facilities.*

The applicant's submitted site plan shows a commendable provision for trees to serve as natural buffer. Additionally, the strategic allocation of parking, both underground and surface, ensures it blends with the surroundings, without compromising accessibility, greenery, or visual aesthetics. Furthermore, the development agreement incorporates provisions that promote the alignment of the proposed project with the neighboring community. The plan also ensures that the proposed development does not encumber the easement of Nova Scotia Power.

#### **GP-8 Density**

*It shall be the intention of Council to allow development at a density appropriate to the overall desired character of the town.*

The density of this development is appropriate for the area.

### **3. Municipal Service Policies (MS)**

#### **MS-11 (In-fill Development)**

*It shall be the intention of Council to encourage and facilitate the development of vacant land located on existing municipal services to make more efficient use of such services.*

The proposal is an infill development, which speaks to the efficient use of land that does not require extension of existing town infrastructure. Its proximity to commercial activities should also reduce vehicle dependency and promote active transportation.

### **4. Implementation Policy**

#### **A-5 (Amendment Criteria)**

*It shall be the intention of Council, when considering an amendment to this or any other planning document, including the entering into or amendment of a development agreement, to consider the following matters, in addition to all other criteria set out in the various policies of this planning strategy:*

- (a) That the proposal conforms to the general intent of this plan and all other municipal bylaws and regulations.*
- (b) That the proposal is not premature or inappropriate by reason of:*
  - (i) the financial capability of the Town to absorb any costs relating to the development;*
  - (ii) the adequacy of municipal water, sanitary sewer and storm sewer services;*
  - (iii) the adequacy of road networks, in, adjacent to, or leading to the development*

The provisions in the Development Agreement sought to ensure that the intent of the planning documents is fulfilled. In terms of subsection (b), there would be no significant burden on the Town's finances. The street network and town water, sanitary and storm sewer services can accommodate the development. The developer will be responsible for constructing access leading to the proposed buildings from South Albion Street and will have the option between a privately

maintained access or constructing a street to town standards and conveying it to the town as a public street.

The development agreement includes a provision to allow changes to the surface parking and access to accommodate emergency vehicles, including the use of the town-owned right-of-way onto Clinton Street.

*(c) That consideration is given to the extent to which the proposed type of development might conflict with any adjacent or nearby land uses by reason of:*

- (i) type of use;*
- (ii) height, bulk and lot coverage of any proposed building;*
- (iii) parking, traffic generation, access to and egress from the site;*
- (iv) any other matter of planning concern outlined in this strategy.*

With regards to subsection (c), the proposed use does not conflict with the existing uses in the area and the design fits into the existing neighborhood fabric. The revised site plan significantly increases setback between the townhouses and adjacent properties along Clinton Street, and the 8-level apartment building is approximately 160 feet away. Staff feel any impacts of the larger building will be mitigated by the separation and use of vegetation as a buffer.

Landscaping will also help to enhance the built environment in the area. It is also expected that future development in the area, particularly on the commercial parcel south of the subject property will be planned in such a manner that it does not conflict with existing developments. On top of that, there is an adequate provision for parking and the traffic that will be generated can be reasonably accommodated by the existing road in the area.

Other matters of planning concern raised, including air and noise pollution during the construction phase, pre- and post-construction site cleaning, are addressed in the draft development agreement. Issues relating to hydrology are requisite for the issuance of a building and development permit, hence, will not be requested at this stage of the application. Staff will inform the proponents of the development of the likely presence of wellhead, but it is not anticipated to have an impact on the development.

## **DISCUSSION & CONCLUSION**

The proposal will provide an additional 186 rental units in the town, hence reducing the pressure on housing. With a variety of housing options and provisions for recreational areas within the area, the design brings some level of uniqueness and diversity to the existing housing stock in the town. The proximity of this development to commercial businesses and the industrial park should contribute to improving patronage and employee retention for businesses and service providers.

In summary, the staff feels the proposal is in keeping with the intent of the municipal planning strategy. thus, the following decision options is put forward:

#### **OPTIONS:**

Option One: Recommend that Council enter into the Development Agreement for 105 South Albion Street as drafted, subject to any changes that may arise.

Option Two: Recommend that Council not enter into the Development Agreement for 105 South Albion Street.

Option Three: Defer a recommendation to Council and request additional information from staff or the applicant.

**STAFF RECOMMENDATION: Option One.**

# **SYNOPSIS**

## **Community Support Grants Policy Amendments**

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The Town of Amherst has been awarding community support grants to individuals and organizations for many years. This places value in our community and ensures that non profit organizations are able to operate to support the individuals of our community. It also ensures that our community has a robust schedule of events that support participation of the community.

In keeping with our strategic priorities of inclusion, diversity and equity, accessibility and poverty reduction it was felt by staff that we needed to amend the policy to reflect these values.

The recommended amendments would make our grant program more inclusive to the community as a whole and provide a system of accountability to the taxpayers. It will also make the process less taxing on the non-for-profit sector who mostly consist of volunteers.

### **MOTION:**

**That Council approve of the following amendments to the Community Support Grants Policy:**

- 1) Eliminate section 4 as it is exclusionary of other organizations;**
- 2) Amend Section 5 Programs to include Arts, Music and Culture;**
- 3) 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**
- 4) 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.**

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

**SUBMITTED BY:** Sharon Bristol, Director, Community Living

**DATE:** October 30, 2023

**SUBJECT:** **Community Support Grants Policy Amendments**

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**ORIGIN:** September 18, 2023 motion of Council to amend the Community Support Grants Policy

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

**RECOMMENDATION:** That Council approve of the following amendments to the Community Support Grants Policy:

- 1) Eliminate section 4 as it is exclusionary of other organizations;
- 2) Amend Section 5 Programs to include Arts, Music and Culture;
- 3) 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
- 4) 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.

**BACKGROUND:** In keeping with our strategic priorities of inclusion, diversity and equity, accessibility and poverty reduction it was felt by staff that we needed to amend the policy to reflect these values.

**DISCUSSION:** The Town of Amherst has been awarding community grants to individuals and organizations for many years. This places value in our community and ensures that non profit organizations are able to operate to support the individuals of our community. It also ensures that our community has a robust schedule of events that support participation of the community. It is recommended by staff that the above recommended amendments would make our grant program more inclusive to the community as a whole and provide a system of accountability to the taxpayers. It will also make the process less taxing on the non-for-profit sector who mostly consist of volunteers.





**AMHERST TOWN COUNCIL**

**RFD# 2023125**

**Date: October 30, 2023**

**FINANCIAL IMPLICATIONS:** Potential decrease of staff time to manage the program.

**SOCIAL JUSTICE IMPLICATIONS:** There is no detriment to the community at large. We will continue to support applications that enhance the overall wellbeing of the community and elevate the social determinants of health such as reducing food insecurity and providing opportunities to positively impact the health of our community.

**ENVIRONMENTAL IMPLICATIONS:** None

**COMMUNITY ENGAGEMENT:** Community engagement will continue as always in the reach out to community groups, sports teams and event organizers to apply for our grants. Also engaging in activities and follow up after event as required.

**ALTERNATIVES:**

- 1 Keep the policy as it exists
- 2 Send back for further review
- 3 Defer to November meeting

**ATTACHMENTS:** Amended Community Support Grants Policy

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Report prepared by:

Report and Financial approved by:



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

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**APPROVAL DATE:** \_\_\_\_\_ **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**  
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**POLICY NO: 72000-08**

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- 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. SPECIAL CONSIDERATION**

The following organizations are usually supported annually; however, the recipients must still comply with the applicable requirements under the **application process** below. Failure to do so could result in future funding being suspended:

- a. ~~Amherst Food Assistance Network~~ \_\_\_\_\_
- b. ~~Cumberland Early Intervention Program~~ \_\_\_\_\_
- c. ~~Sexual Health Centre for Cumberland County~~ \_\_\_\_\_
- d. ~~Cumberland County Transition House (Autumn House)~~ \_\_\_\_\_
- e. ~~Senior's Safety Advisory Committee~~ \_\_\_\_\_
- f. ~~Cumberland County Museum~~ \_\_\_\_\_
- g. ~~Amherst Little League Baseball Association~~ \_\_\_\_\_
- h. ~~Amherst Little League T-Ball Baseball~~ \_\_\_\_\_
- i. ~~Maggie's Place~~ \_\_\_\_\_

~~Council reserves the right to discontinue and/or alter funding for these organizations without notice. Council will ensure consideration is made to provide notice to applicants or a gradual decrease to the amounts above wherever possible. Support for these organization and the amounts are reviewed annually. It is anticipated that funding from the Town of Amherst is not the main source of funding for the above organizations.~~

**TITLE: Community Support Grants Policy**  
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**5. 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.

**6. 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;
- 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.

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**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 will 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.

**7. 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.

- 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.

**8. 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.

**9. 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

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**TITLE: Community Support Grants Policy**  
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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.

#### **10. 9. PAYMENT PROCESS**

For amounts over \$1,000 payment will be **made at time of award** as follows:

- a. ~~75% at the time of award~~
- b. ~~25% at the time of receipt of the final report, including receipts. Reports must be received by no later than one year after the event/project is held~~

#### **11. 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)
- 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.

#### **12. 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: \_\_\_\_\_**



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

**TITLE: Community Support Grants Policy**  
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## ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
<b>Director Community Living</b>	To ensure adherence to the policy. Advise staff of Policy changes and create awareness in the community of policy changes.
<b>Mayor and Council</b>	Review and approve applications as required.
<b>CAO</b>	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.			

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

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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

# SYNOPSIS

## Special Collections Policy Repeal

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The special collections policy was originally approved by Council in 2014 and set out the schedule for annual special solid waste collections, which at that time included:

- Annual springtime collection of bulky items and construction & demolition debris, and
- Two collections of leaf and yard waste

The solid waste collection contract that went into effect on April 1, 2018 eliminated springtime collection of:

- Bulky items
- Christmas trees, and
- Construction & demolition waste.

The springtime bulky item collection was replaced with bi-weekly collection of one bulky item. This change saved the Town approximately \$93,000 over the life of the contract. This same special collection schedule was included in the most recent solid waste collection contract awarded by Council in January 2023.

The existing policy is not needed, as any changes to the level of service provided to our residents in future solid waste collection contracts and the awarding of the contract both require the approval of Council.

### **MOTION:**

**That Council repeal the Solid Waste Special Collections Policy (31800-01).**

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

**SUBMITTED BY:** Aaron Bourgeois, Director of Operations

**DATE:** October 30, 2023

**SUBJECT:** Solid Waste Special Collections Policy Repeal

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

**LEGISLATIVE AUTHORITY:** MGA section 47(1) The council shall make decisions in the exercise of its powers and duties by resolution, by policy or by by-law and MGA section 48(1) Before a policy is passed, amended or repealed the council shall give at least seven days notice to all council members.

**RECOMMENDATION:** That Council repeal the Solid Waste Special Collections Policy (31800-01).

**BACKGROUND:** This policy was originally approved by Council in 2014 and set out the schedule for annual special solid waste collections. The special collections included:

- Annual collection of bulky items
- Annual collection of construction and demolition debris, and
- Two collections of leaf and yard waste

The last year the Town followed this special collection schedule was 2017.

The solid waste collection contract that went into effect on April 1, 2018 eliminated springtime collection of;

- bulky items
- Christmas trees and
- construction and demolition waste.

In place of the springtime bulky item collection this contract included bi-weekly collection of one bulky item. These changes resulted in savings of approximately \$93,000.

The same special collection schedule was included in the most recent solid waste collection contract awarded to Miller Waste by Council in January.

**DISCUSSION:** Staff believe the existing policy is not needed and should be repealed for the following reasons:



## AMHERST TOWN COUNCIL

RFD# 2023128

Date: October 30, 2023

- The contract for solid waste collection (including special collections) was approved by Council, and;
- In advance of an expiring contract and prior to posting a tender or RFP staff seek direction from Council to maintain the status quo or make changes to the level of service provided to our residents, which was received and implemented.

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

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

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

**COMMUNITY ENGAGEMENT:** There is no community engagement required.

**ALTERNATIVES:** Do not repeal the policy and direct staff to make revisions to the existing policy.

**ATTACHMENTS:** Solid Waste Special Collections Policy 31800-01

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



**DEPARTMENT: Operations****TITLE: Solid Waste Special Collections Policy**Minutes reference date: 22 September 2014

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**Purpose**

The Town of Amherst provides annual special solid waste collections, one for bulky items, one for construction and demolition debris, and two for leaf and yard waste. In the interest of providing this service in a timely and cost effective manner, the Town of Amherst has adopted a Solid Waste Special Collections Policy.

**Policy Statement**

The Town of Amherst shall provide for an annual special collection of bulky items, construction and demolition debris, and leaf and yard waste which will be held in the spring of each year, as well as a second leaf and yard waste collection to be held in the fall.

**Dates**

The specific dates of these special collections shall be determined by the Town of Amherst and its contracted solid waste collector before the solid waste collection schedule is distributed in September of each year.

**Collections**

Both the construction and demolition debris collection and the bulky item collection will take place on the same day, which will be the actual day of each resident's regular solid waste collection.

The spring leaf and yard waste special collection will be held during a separate week from the bulky item and construction and demolition debris collection. Such items will be collected on the actual day of each resident's regular solid waste collection.

Information regarding the weight, dimensions and number of items to be collected is contained within the Solid Waste Bylaw, Number D-20.

# Internal Committee Report

## Planning Advisory Committee

**October 2023**

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The Planning Advisory Committee met on Tuesday, October 10, 2023 at 4:30p.m. in Town Hall Council Chambers.

A motion was made to recommend that Council enter into the Development Agreement for 105 South Albion Street as drafted to permit the construction of a multi-unit development consisting of two, 5-unit townhouse buildings, and two apartment buildings with 48-units and 128-units.

The Dangerous and Unsightly Premises Administrator gave an update on ordered demolitions, indicating that the demolition of 14-16 Cornwall Street was completed on October 4<sup>th</sup> and 5<sup>th</sup>. The ordered demolition of 2 Pearl Place is currently in the procurement process. 1 McCully Street continues to be monitored with regular inspection to the property occurring weekly.

# Internal Report

## Amherst Board of Police Commissioners

**October 2023**

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The Amherst Board of Police Commissioners met on Tuesday, October 17, 2023 at 3:00 p.m. in Town Hall Council Chambers.

Updates were provided on a number of items including the Strategic Planning process, training for the Board, the new therapy dog that the Police Department will be acquiring, the investigation into obtaining an armored vehicle, the Auxiliary Policing program, and the surveillance camera registry program.

Capital budget verbal updates included an update on vests, the recording system and carbines.

Commissioner Davidson reported on the Canadian Association of Police Governance Conference he attended in August.

Chair Calder advised the Board of correspondence received from the Cumberland Chamber of Commerce expressing their concerns of people living rough in the Amherst area, and spoke to his response letter.

Chief Pike spoke to the Chief's report which outlined occurrences throughout June, July, August and September.

# Internal Report

## Amherst Youth Town Council

**October 2023**

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The Amherst Youth Town Council (AYTC) met on October 13<sup>th</sup>, 2023. This was our first meeting and we began our preparations for this new term.

Mallory Klooster came to discuss plans for a youth summit in November, and asked the council for input for the event.

We also began discussing events taking place in November, to make sure there are AYTC members present when available. At the end of our last meeting, we asked council members to think on what our priorities should be for this coming year, and to bring forward their ideas at the next meeting.

The AYTC has not set a date for their next meeting.

# Internal Report

## Inclusion, Diversity and Equity Committee

**October 2023**

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The Inclusion, Diversity and Equity Committee met on Tuesday, September 26, 2023 at 6:00 p.m. in Town Hall Council Chambers.

Agenda items included the RCMP consultation around their public apology to African Nova Scotians that was held on October 19<sup>th</sup> at the Community Credit Union Business Innovation Centre.

A brief discussion was held around the current internal policy review the Town is currently conducting. Committee members were provided with four current policies and asked to review them.

Updates were provided on the 2<sup>nd</sup> Construction Battalion Memorial, the Museum's Community Support Grant Application and Ancestral Drive Celebrations.

A motion was passed that the Inclusion, Diversity and Equity Committee request on behalf of the IDE Committee that the Town of Amherst CAO direct staff to write a letter of support to the Acadian Society for federal assistance to increase distinct signage that is clear and appealing at the Beaubassin site.

The Inclusion, Diversity and Equity Committee was scheduled to meet again on Wednesday, October 25, 2023 at 6:00 p.m. however due to staff being unable to ensure quorum the meeting was postponed to a date yet to be determined.

# External Committee Report

## Cumberland Public Libraries

October 2023

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### Poverty Reduction Partnerships

*Free PD day movie partnership with Theatre:*

On Friday, October 27<sup>th</sup> the Library was at the theatre for Halloween stories and a FREE movie! Admission was free with a donation (food or cash) with all proceeds going to Cumberland Homelessness & Housing Support Association.

*In The Works Community Cupboard Partnership:*

Free menstrual products provide access for everyone. All seven Cumberland Public Library branches have free menstrual products in our bathrooms, and now we're expanding! We are so excited to be partnering with In The Works- A Social Enterprise Network to provide FREE menstrual products in their community cupboard. If you are in need of pads or tampons, visit any of our locations, or the community cupboard, today!

### Rapid Test Still Available

Cumberland Public Libraries is still distributing COVID-19 rapid test at all our locations.

### Statistics

In the month of August, Cumberland Public Libraries signed out 17,545 items, 6,386 items in Amherst alone. This includes books, movies, TV shows, magazines, e-books and more.

Also, in August the Amherst Library offered 14 in-person programs with 251 people in attendance. The Four Fathers Library had 2,517 in person visits.

**Next Board meeting is November 21, 2023.**

# External Committee Report

## Cumberland YMCA

### October 2023

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#### **Membership**

We have 1540 Active Members. Our current promo is first payment free when signing up for a continuous membership.

Medavie Update: Since December 15, 2022 our total subsidized members have grown by 195 individuals. Currently, 19% of our membership database is on subsidy.

#### **Friday Night Fun Program**

Friday Night Fun, in partnership with the Town of Amherst began Friday, October 6, 2023.

#### **Fitness**

The new Fall Group Fitness Schedule is in effect, with 38 classes, including three new offerings and three offsite locations.

#### **New Programs / Rec Offerings available this Fall**

Tai Chi, Intro to Yoga, Self Defense Classes, 3 on 3 Basketball, Play Pals.

#### **Returning Programs / Rec Offerings available this Fall**

Dance Dance, Soccer Stars, Junior Ballers, Pickleball.

#### **Aquatics**

Fall Group and Private Swim Lessons have started. Intro to Comp and Jr Lifeguard Club will return this Fall; planning underway and registration to soon go live. First Aid and Bronze Award Courses being planned before the end of the year, dates TBD.

#### **Philanthropy**

##### **Orange Shirt Day/ National Day for Truth and Reconciliation**

Thanks to everyone who purchased an Orange Shirt. YMCA Canada was able to contribute \$31,000 to the Orange Shirt Society this year to support their work in raising awareness of the lasting impacts of the residential school system.

##### **Peace Week Nominations are now Open!**

Peace Week this year will run from November 19<sup>th</sup>-25<sup>th</sup>. As part of YMCA Peace Week, YMCAs across Canada present the YMCA Peace Medal to individuals or groups who, without any special resources, status, wealth, or position, demonstrate a commitment to the values of P-E-A-C-E through contributions made within their local, national, or global community.

##### **Nomination Guidelines:**

Nominations should focus on activities that have taken place within the last two years.

YMCA staff members are not eligible for nomination.

Professionals who are paid to do peacemaking work are not eligible for nomination.

Self-nominations will not be considered.

Peace Medallion recipients should demonstrate the values of PEACE.

Nominations can be made at: <https://www.ymcaofcumberland.com/peaceweek>

# External Committee Report

## Northern Region Solid Waste Resource Committee

### October 2023

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#### Provincial Updates

##### Extended Producer Responsibility (EPR)

On August 2, 2023, new regulations for expanded EPR were announced. Municipalities now have to make the following decision by January 1, 2024.

- Opt- out of EPR and continue to service the blue bag program at cost.
- Opt-In to EPR and cease to provide any services related to the blue bag program (unless contracted by the Producer Responsibility Organization (PRO) to provide collection, processing, and /or education services.

##### 300kg Goal

- On August 17, 2023, the Nova Scotia Department of Environment and Climate Change (ECC) launched consultation on reducing the province's solid waste disposal rate to 300 kg per person per year by 2030. The Northern Region Committee submitted a response to the consultation.

##### Northern Region

- The next scheduled date for the Northern Region meeting is November 3, 2023.
- As you may recall, the Regional Chairs sent a letter to the Minister of Environment supporting the Northern Region's motion to request that the government consider banning biodegradable and compostable packaging in Nova Scotia. The response from the Minister is attached.

**From:** [Minister, Env](#)  
**To:** [Regional Chairs](#)  
**Cc:** [Juanita Spencer](#)  
**Subject:** Correspondence #59574 - Andrea Garrett - Biodegradable and Compostable Packaging  
**Date:** September 11, 2023 2:56:10 PM

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**File No.: 10700-40-59574**

September 11, 2023

Andrea Garrett  
[nsregionalchairs@gmail.com](mailto:nsregionalchairs@gmail.com)

Dear Andrea Garrett:

Thank you for your letter of August 9th, 2023, and request regarding the banning of biodegradable and compostable plastic-like packaging. We are currently consulting on a new solid waste strategy to grow our circular economy and reduce our waste disposal rate to 300 kg/person/year by 2030 which we committed to in the *Environmental Goals and Climate Change Reduction Act*. Your concerns are relevant to that discussion, and I will share this with my team to ensure it is included for consideration. As a valued stakeholder, I also look forward to receiving additional input from the Solid Waste Resource Management Regional Chairs Committee (Regional Chairs) for our plan: [Circular economy and waste: engagement - Government of Nova Scotia, Canada](#).

In the meantime, I have instructed my team to reach out to Divert NS to discuss opportunities for further discussion on this issue.

Regarding compostable plastic-like packaging, I understand from my staff that challenges are being faced by municipalities across the country when it comes to managing this material. You might be aware that the federal government has consulted in the past on recycled content and labeling requirements for plastic-like biodegradable and compostable packaging and is planning further consultation this fall. I would recommend municipalities participate in these consultations to ensure your concerns are identified.

Thank you again for the important role Regional Chairs plays in diverting waste, mitigating climate change, and growing our circular economy in Nova Scotia.

Sincerely,

***Original signed by***

Honourable Timothy Halman, MLA  
Minister of Environment and Climate Change

c: Juanita Spencer, CEO, NS Federation of Municipalities

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**From:** Regional Chairs <nsregionalchairs@gmail.com>

**Sent:** Thursday, August 10, 2023 10:04 AM

**To:** Minister, Env <Minister.Environment@novascotia.ca>

**Cc:** andrea.fairclough@novascotia.ca; Murphy, Andrew (ENV) <Andrew.J.Murphy@novascotia.ca>; Juanita Spencer <jspencer@nsfm.ca>; Cyril A. MacDonald <camacdonald@cbrm.ns.ca>; Linda Gregory <lgregory@digbymun.ca>; Regional Chairs <nsregionalchairs@gmail.com>

**Subject:** Biodegradable and Compostable Packaging

**\*\* EXTERNAL EMAIL / COURRIEL EXTERNE \*\***

**Exercise caution when opening attachments or clicking on links / Faites preuve de prudence si vous ouvrez une pièce jointe ou cliquez sur un lien**

To the Honourable Tim Halman,

Please find the attached correspondence from the Nova Scotia Solid Waste-Resource Management Regional Chairs Committee (Regional Chairs) on biodegradable and compostable packaging.

Sincerely,  
Andrea Garrett

**Region 5  
Secretary  
NS Solid Waste-Resource Regional Chairs Committee  
P.O. Box 895  
Kentville, NS  
B4N 4H8**

**902-679-9734**

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Nova Scotia Solid Waste  
Resource Management  
Regional Chairs Committee

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**REGION 1:**

Cyril MacDonald  
*Chair*

**REGION 2a:**

Donnie MacDonald

**REGION 2b:**

Robert Parker

**REGION 3:**

Jennifer Houghtaling

**REGION 4:**

Tony Mancini

**REGION 5:**

Peter Muttart

**REGION 6:**

Wayne Thorburne

**REGION 7:**

Linda Gregory  
*Vice Chair*

August 9, 2023

The Honorable Tim Halman  
Minister of Environment and Climate Change  
Province of Nova Scotia  
PO Box 697  
Halifax, N.S. B3J 218

Dear Minister Halman:

Re: Biodegradable Packaging Review

At the June 29, 2023 meeting of the Nova Scotia Solid Waste Resource Management Regional Chairs Committee, the following motion was made:

MOVED BY WAYNE THORBURNE AND SECONDED BY ROBERT PARKER THAT A LETTER BE WRITTEN TO THE MINISTER OF ENVIRONMENT AND CLIMATE CHANGE, REQUESTING THAT THE GOVERNMENT CONSIDER BANNING BIODEGRADABLE AND COMPOSTABLE PACKAGING IN NOVA SCOTIA.

MOTION CARRIED

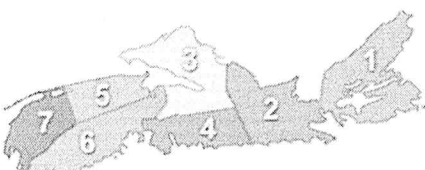
This motion was the result of a discussion regarding problematic, plastic-like biodegradable and compostable bags and packaging, which are appearing in composting facilities across Nova Scotia.

These products are marketed as compostable, implying they can be accepted in all composting systems. In reality, they cause confusion for waste collection and public education. This material often ends up disposed of in landfills, at a cost to the taxpayer who expected it to be diverted.

There is also concern that brand owners will further seek packaging alternatives such as compostable plastic to avoid having to pay into Packaging and Printed Paper recycling programs.

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P.O. Box 895, Kentville, NS B4N 4H8  
NSRegionalChairs@gmail.com



The Committee is requesting that your department consider restricting the sale of plastic-like biodegradable and compostable packaging in Nova Scotia to further support waste diversion

Your attention and that of your department is respectfully requested in this important issue.

Yours Sincerely,

A handwritten signature in cursive script that reads "Linda Gregory".

Linda Gregory, Vice, Chair

Nova Scotia Solid Waste-Resource Management Regional Committee

CC. Deputy Minister Lora MacEachern, Nova Scotia Environment & Climate Change

Andrew Murphy, NSECC

Juanita Spencer, NSFMC CEO

Nova Scotia Solid Waste Resource Management Regional Chairs Committee

# External Committee Report

## L.A. Animal Shelter

### October 2023

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In September, the shelter adopted out 36 cats and kittens, as well as 2 dogs. Currently we are home to 8 dogs, 23 cats and 64 kittens.

Planning continues for the new building. The community kick-off went very well. Distribution of flyers to households through the mail has taken place.

The Shelter will be holding their fund-raising Gala on December 9<sup>th</sup>.