



Town of Amherst
Regular Council Meeting
Agenda

Date: **Monday, November 27, 2023**
Time: **6:00 pm**
Location: **Council Chambers, Town Hall**

	Pages
1. CALL TO ORDER	
2. TERRITORIAL ACKNOWLEDGMENT	
“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.”	
3. APPROVAL OF AGENDA/MINUTES	
3.1 Approval of the Agenda	
3.2 Approval of Minutes	
3.2.1 October 30, 2023 Regular Council	4 - 22
4. REQUESTS FOR DECISION	
4.1 105 South Albion Street Development Agreement Second Reading - Davidson	23 - 65
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4.5 Extended Producer Responsibility - Emery	134 - 136
4.6 Safe Approach and Rescue Vehicle - Davidson	137 - 140

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4.10	Capital Budget Amendments - Emery	184 - 186
4.11	2024 Meeting Dates - Chambers	187 - 188
4.12	Appointment of Auditor - Baker	189 - 190
5.	INFORMATION ITEM	
5.1	Poverty Reduction Advisory Committee Terms of Reference - Landry	191 - 191
5.2	Nova Scotia Federation of Municipalities Fall Conference Report - Emery	192 - 198
6.	INTERNAL COMMITTEE REPORTS	
6.1	Planning Advisory Committee - No Report	
6.2	Amherst Board of Police Commissioners - Davidson	199 - 199
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6.4	Amherst Youth Town Council	201 - 201
6.5	Accessibility Advisory Committee - Fawthrop	202 - 202
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7.	EXTERNAL COMMITTEE REPORTS	
7.1	Cumberland Public Libraries - Fawthrop	205 - 205
7.2	Cumberland YMCA - Fawthrop	206 - 207
7.3	Northern Region Solid Waste Management - Baker	208 - 208
7.4	L. A. Animal Shelter - Fawthrop	209 - 209

7.5 Senior Safety - Emery 210 - 210

7.6 Cumberland Central Landfill Community Liaison Committee - Emery 211 - 211

8. ADJOURNMENT

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

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

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

Staff Present 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
Sarah Wilson, Director, Finance
Kim Jones, Director, Corporate Communications and IT
Natalie LeBlanc, Municipal Clerk

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1. **CALL TO ORDER**
Mayor Kogon called the meeting to order.
 2. **TERRITORIAL ACKNOWLEDGMENT**
Mayor Kogon gave the Territorial Acknowledgement.
 3. **MOMENT OF SILENCE**
A moment of silence was held for the victims and their families of the recent tragic motor vehicle accident in Fort Lawrence, as well as the passing of long-time local physician Dr. Brian Ferguson.
 4. **APPROVAL OF AGENDA/MINUTES**
 - 4.1 **Approval of the Agenda**
Moved By Councillor Baker
Seconded By Councillor Emery
To approve the agenda as circulated.

Motion Carried
 - 4.2 **Approval of Minutes**
 - 4.2.1 **September 25, 2023 Regular Meeting**
Moved By Councillor Fawthrop
Seconded By Deputy Mayor Landry
To approve the minutes of the September 25, 2023 regular meeting of Council as circulated.

Motion Carried
 - 4.2.2 **October 3, 2023 Special Meeting**
Moved By Councillor Davidson
Seconded By Deputy Mayor Landry
To approve the minutes of the October 3, 2023 special meeting of Council as circulated.

Motion Carried
 5. **REQUESTS FOR DECISION**
 - 5.1 **Election of Deputy Mayor**
Mayor Kogon called for nominations for the position of Deputy Mayor. Deputy Mayor Landry nominated Councillor Fawthrop, Councillor Chambers seconded this nomination.

Mayor Kogon called for any further nominations. Councillor Baker nominated Councillor Emery, to which there was no seconder.

Mayor Kogon called for any further nominations. There being none, Mayor Kogon declared Councillor Fawthrop as the Deputy Mayor effective November 1, 2023 to October 31, 2024.

5.2 Council Committee Appointments

Moved By Councillor Emery

Seconded By Councillor Fawthrop

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.

Motion Carried

5.3 Audit Committee Citizen Appointments

Moved By Councillor Baker

Seconded By Councillor Emery

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

Motion Carried

5.4 Inclusion, Diversity and Equity Committee Citizen Appointments

Moved By Councillor Davidson

Seconded By Deputy Mayor Landry

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.

Motion Carried

5.5 Creative Pathways Society Community Support Grant Request

Moved By Councillor Fawthrop

Seconded By Councillor Emery

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

Motion Carried

5.6 Companion Animal Bylaw Amendments First Reading

Moved By Councillor Chambers

Seconded By Councillor Fawthrop

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

Motion Carried

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

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 23rd, 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	1. Changes to numbering of sections; 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; 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;	

	<ol style="list-style-type: none"> 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 <i>Dangerous and Fierce Dogs</i> 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: <ol style="list-style-type: none"> 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 	
--	--	--

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

5.7 Lighting Retrofits Municipal Buildings

**Moved By Councillor Emery
Seconded By Councillor Baker**

That Council approve 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.

Motion Carried

5.8 105 South Albion Street Development Agreement First Reading

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

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.

Motion Carried

Case No: DA-2023-XX

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

Jason MacDonald, MCIP, LPP, CAO

FOR THE OWNER

Adam Barrett, President
Black Bay Real Estate Group

Schedule A

105 South Albion Street, Amherst

Terms and Conditions:

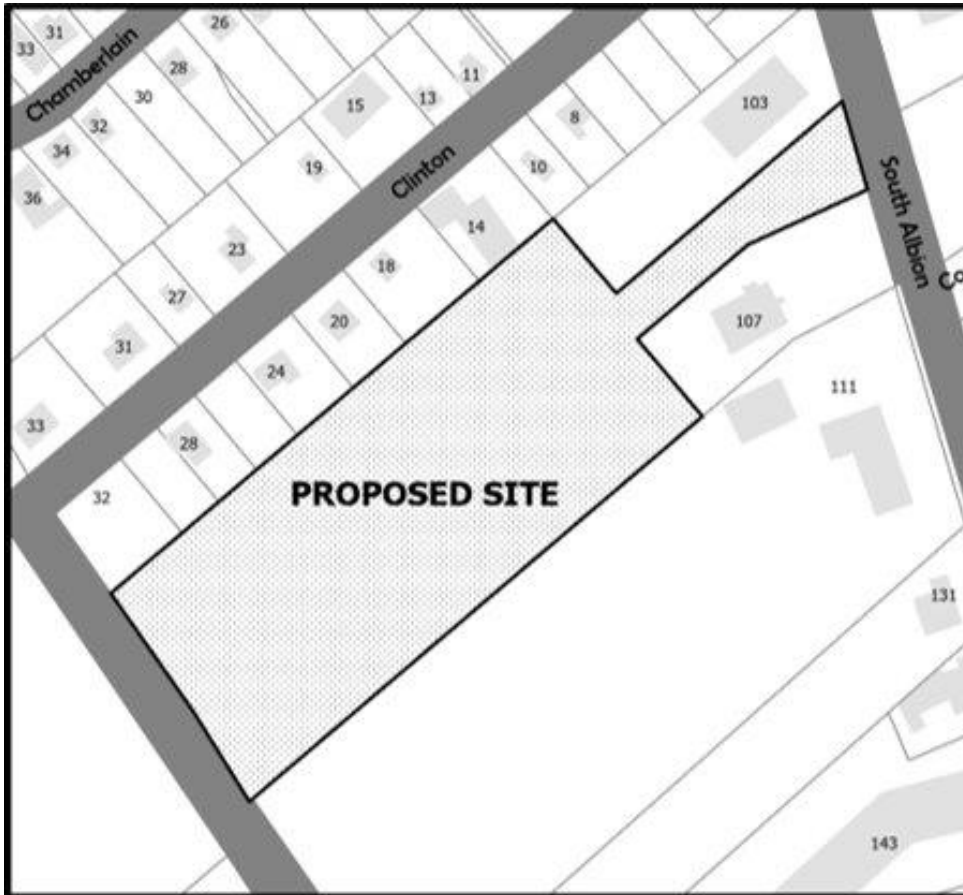
1.0 USE OF LAND AND BUILDINGS

- 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 C

BLACK BAY REAL ESTATE GROUP
 AUGUST 14, 2023 (REVISED)

Proposed Sites: RECEIVED AUGUST 22, 2023

Building C - 128 Unit Residential Apartment Building
 Proposed parking: 1.5 spaces per unit.

Townhouse Buildings A and B, total of 12 townhouses - one covered garage parking space per townhouse and one driveway parking space.
 Provided: 10 garage spaces and 10 driveway parking spaces.

Building C - 128 Unit Residential Apartment Building
 128 units x 1.5 = 192 spaces required of which 4 are to be barrier free.
 Provided: Two levels of Under-Building parking: 50 standard spaces of which four are accessible spaces; top of 42 spaces.

Building C - 48 Unit Residential Apartment Building
 48 units x 1.5 = 72 spaces required of which 3 are to be barrier free.
 Provided: One level of Under-Building parking: 30 standard spaces of which two are accessible spaces; top of 20 spaces.

Surface parking provided for Buildings C and D:
 Surface parking area #1 = 47 spaces
 Surface parking area #2 = 50 spaces
 Total number of surface parking spaces = 97 spaces

Total parking spaces for Buildings C and D:
 Total provided number of surface and underground parking spaces for Buildings C and D = 178 spaces
 Total provided number of surface and underground parking spaces for Buildings C and D = 192 spaces

RESIDENCE COUNT:
 Bedroom count Buildings A and B: 7 townhouses
 10 one bedroom units and 6 two bedroom units = total of 30 bedrooms

Bedroom count Building C:
 Levels 1-3:
 10 one bedroom units and 6 two bedroom units = 22 bedrooms per level x 3 levels = 66 bedrooms

Bedroom count Building D:
 Levels 1-2:
 3 one bedroom units and 4 two bedroom units = 10 bedrooms per level x 2 levels = 20 bedrooms

Total bedrooms of Buildings A, B, C and D = 108.

LAND USE ETICLASS
 Original: Commercial zoning.
 Rebuilding uses in Commercial zones.
 (1) carry all applicable Residential use and
 (2) carry all applicable Residential use in this Bylaw.
 Refer to Residential Section 9.1.1 and 9.1.2.

Requirements (PER 8.1.1 and 8.1.2 zone requirements)
 Min. lot size = 300m² (subject to Development Agreement)
 Min. front yard - Apartment Building - 4m; Townhouse - 10m
 Min. rear yard - All types = 6m
 Min. side yard - Apartment Building - 2m one side, 3m other side
 Min. front setback = 1.0m (not applicable)
 Max Building Height = 11m (subject to Development Agreement)

Proposed and Building Scale
 Lot Area: 32,720m² (792,875sq ft)
 Townhouse Building A (Townhouse B 8m)
 Per lot = 20m²
 Total of all townhouse units (Townhouse A and B) = 2,400m²

Apartment Building C:
 Building Gross Area:
 Floors: Through 4 = 1,674m² each floor
 Total of all 4 floors (does not include underground parking) = 6,696m²

Apartment Building D:
 Building Gross Area:
 Floors: Through 2 = 1,294m² each floor
 Total of all 3 floors (does not include underground parking) = 4,708m²

Amenity spaces
 Apartment building each unit will receive a deck of at least 20m² (100sq ft)
 Townhouses: each townhouse will have two rear deck areas comprising 120m² (1,050sq ft)

SITE PLAN
 Date: AUG. 22, 2023
 Sheet: 2 of 2
C1
 Date: 08/20/23

Schedule D



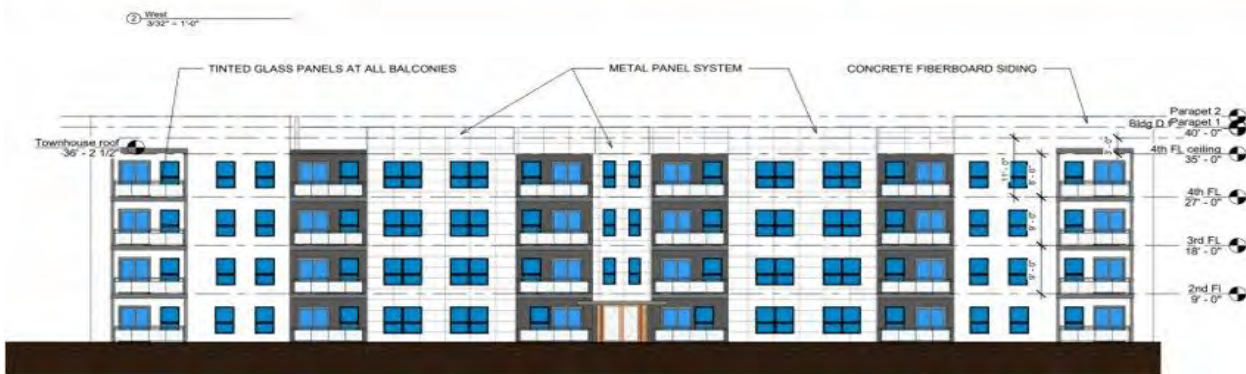
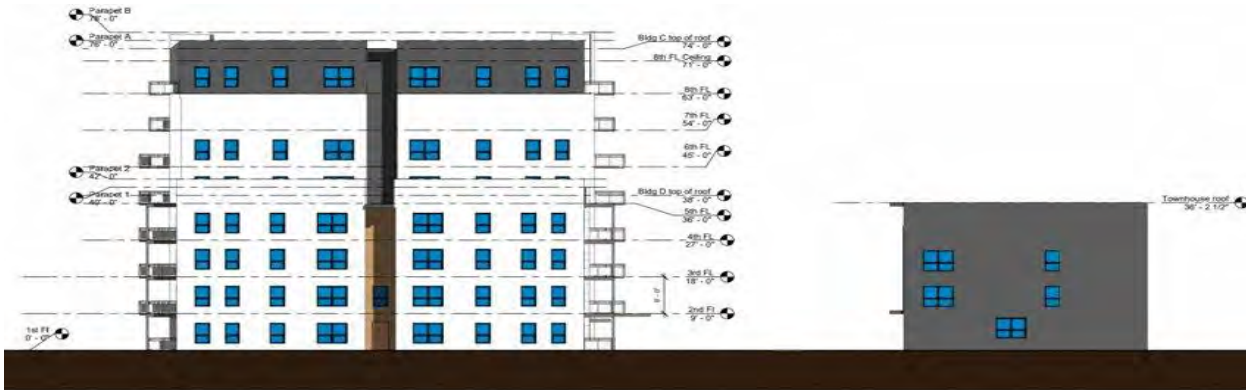
① North
3/32" = 1'-0"



② South
3/32" = 1'-0"



① North - Bldg C
3/32" = 1'-0"



North - Blkg D



5.9 Community Support Grants Policy Amendments

Moved By Councillor Davidson

Seconded By Councillor Chambers

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

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

Motion Carried

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

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
- 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.~~

~~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.

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 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*

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

ROLES AND RESPONSIBILITIES

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

For Administrative Use Only:

VERSION LOG

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

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

**5.10 Special Collections Policy Repeal
 Moved By Councillor Emery
 Seconded By Deputy Mayor Landry
 That Council repeal the Solid Waste Special Collections Policy (31800-01).**

Motion Carried

**TOWN OF AMHERST POLICY
 PAGE 1 of 1
 DEPARTMENT: Operations
 TITLE: Solid Waste Special Collections Policy
 Minutes reference date: 22 September 2014**

NUMBER 31800-01

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.

6. INTERNAL COMMITTEE REPORTS

- 6.1 Planning Advisory Committee - Landry**
Information item only; no direction given or action required.
- 6.2 Amherst Board of Police Commissioners - Davidson**
Information item only; no direction given or action required.
- 6.3 Audit Committee - No Report**
- 6.4 Amherst Youth Town Council**
Information item only; no direction given or action required.
- 6.5 Accessibility Advisory Committee - No Report**
- 6.6 Inclusion Diversity and Equity Committee - Davidson**
Information item only; no direction given or action required.
- 6.7 Poverty Reduction Advisory Committee - No Report**
Information item only; no direction given or action required.

7. EXTERNAL COMMITTEE REPORTS

- 7.1 Cumberland Public Libraries - Fawthrop**
Moved By Councillor Fawthrop
Seconded By Councillor Davidson
That the Mayor write to the appropriate provincial authorities recommending they make provincial appointments of new members to vacant positions on Boards as required, particularly Library Boards.

Motion Carried

Jason MacDonald arrived at this time.

- 7.2 Cumberland YMCA - Fawthrop**
Information item only; no direction given or action required.
- 7.3 Northern Region Solid Waste Management - Baker**
Information item only; no direction given or action required.
- 7.4 L. A. Animal Shelter - Fawthrop**
Information item only; no direction given or action required.

8. ADJOURNMENT

Moved By Councillor Davidson
Seconded By Councillor Emery
To adjourn the meeting.

Motion Carried

Natalie LeBlanc
Municipal Clerk

David Kogon, MD
Mayor

SYNOPSIS

105 South Albion Street Development Agreement Second Reading

The draft development agreement with BlackBay Real Estate Group 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 4th, the Planning Advisory Committee met on October 10th, at which time they passed a motion recommending that Council enter into the Development Agreement as drafted. Council gave First Reading at the October 30, 2023 regular Council meeting, with a Public Hearing before Council held on November 23rd.

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 Second Reading to the development agreement for 105 South Albion Street to allow the construction of a residential community consisting of two, 5-unit townhouses and two apartment buildings with 48 and 128 units.

TO: Mayor Kogon and Members of Council

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

DATE: November 27, 2023

SUBJECT: 105 South Albion Street Development Agreement Second Reading

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.*

RECOMMENDATION: That Council give second reading to the development agreement for 105 South Albion Street to allow the construction of a residential community consisting of two, 5-unit townhouses and two apartment buildings with 48 and 128 units.

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, while there was little feedback on the details of the proposed development, there were comments/concerns about an old water well, high water table, and generally water management on the property. Planning staff have confirmed with the Operations Department that there is sufficient capacity within the surrounding infrastructure to accommodate the development.

The development agreement requires a stormwater management plan as a prerequisite to construction permits. Similarly, soils testing that includes some degree of water table analysis is considered part in parcel of a development of this scale. In other words, these potential issues raised by the public are addressed in the terms and conditions of the agreement, or will be investigated as part of the pre-construction process.

Concerns about traffic generation have also been raised by the public. Staff are of the opinion that South Albion Street is an arterial street that can accommodate the additional traffic. The concern about only having one vehicle access is not shared by staff. Increasing access points to South Albion Street will not alleviate traffic on South Albion Street. Minimizing the number of access points along this street allows for better traffic flow.

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.





AMHERST TOWN COUNCIL

RFD# 2023144

Date: November 27, 2023

Council is referred to the October 10, 2023 staff report to the PAC 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.

Council gave First Reading of the Development Agreement at their regular meeting on October 30, 2023. A Public Hearing was held on November 23, 2023.

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.

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.

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 November 23, 2023 Public Hearing. If Council gives second reading, notice of the right to appeal Council's decision will be published in the Cumberland Wire.

ALTERNATIVES:

- 1) Give Second Reading of the development with specific amendments if 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.

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

Jason MacDonald, MCIP, LPP, CAO

FOR THE OWNER

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'



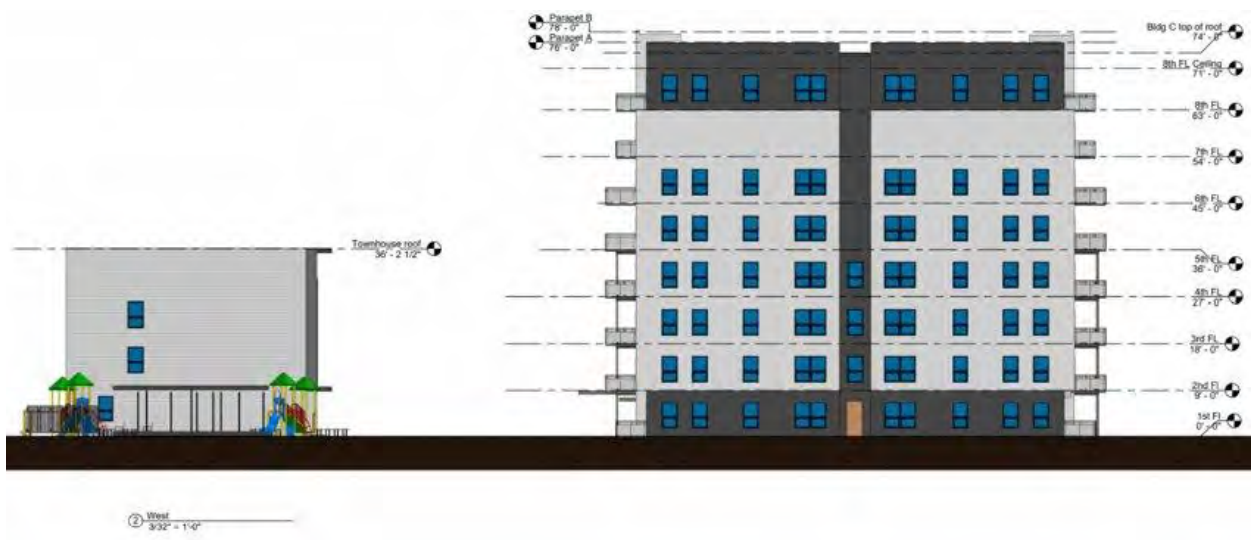
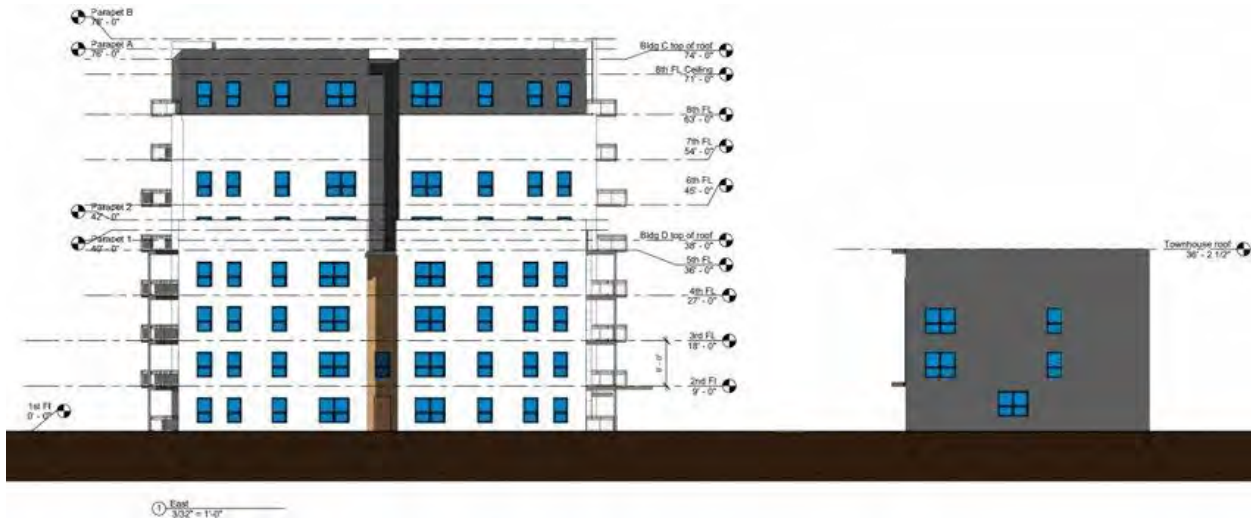
① North
3/32" = 1'-0"



② South
3/32" = 1'-0"



SCHEDULE 'D'



SCHEDULE 'D'



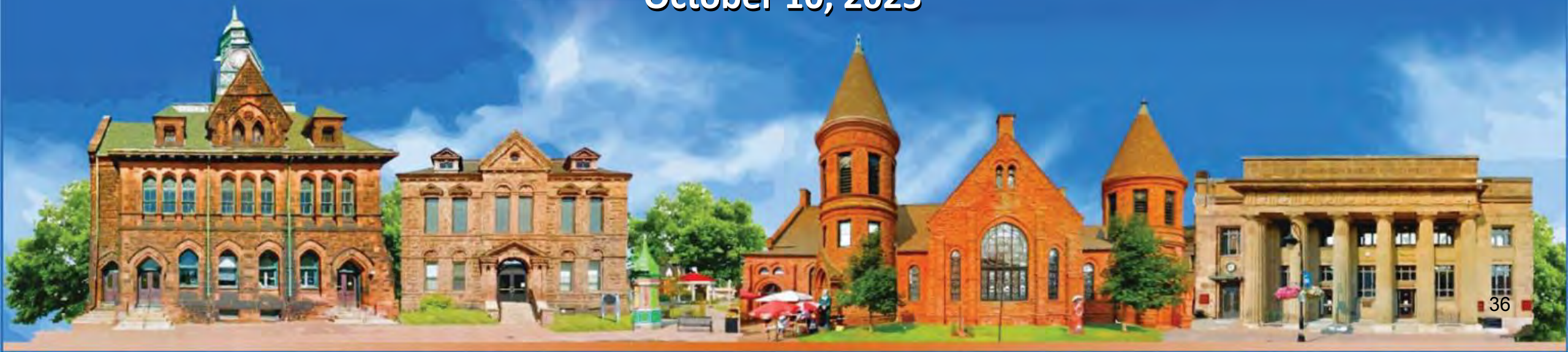
North - Bldg D



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.

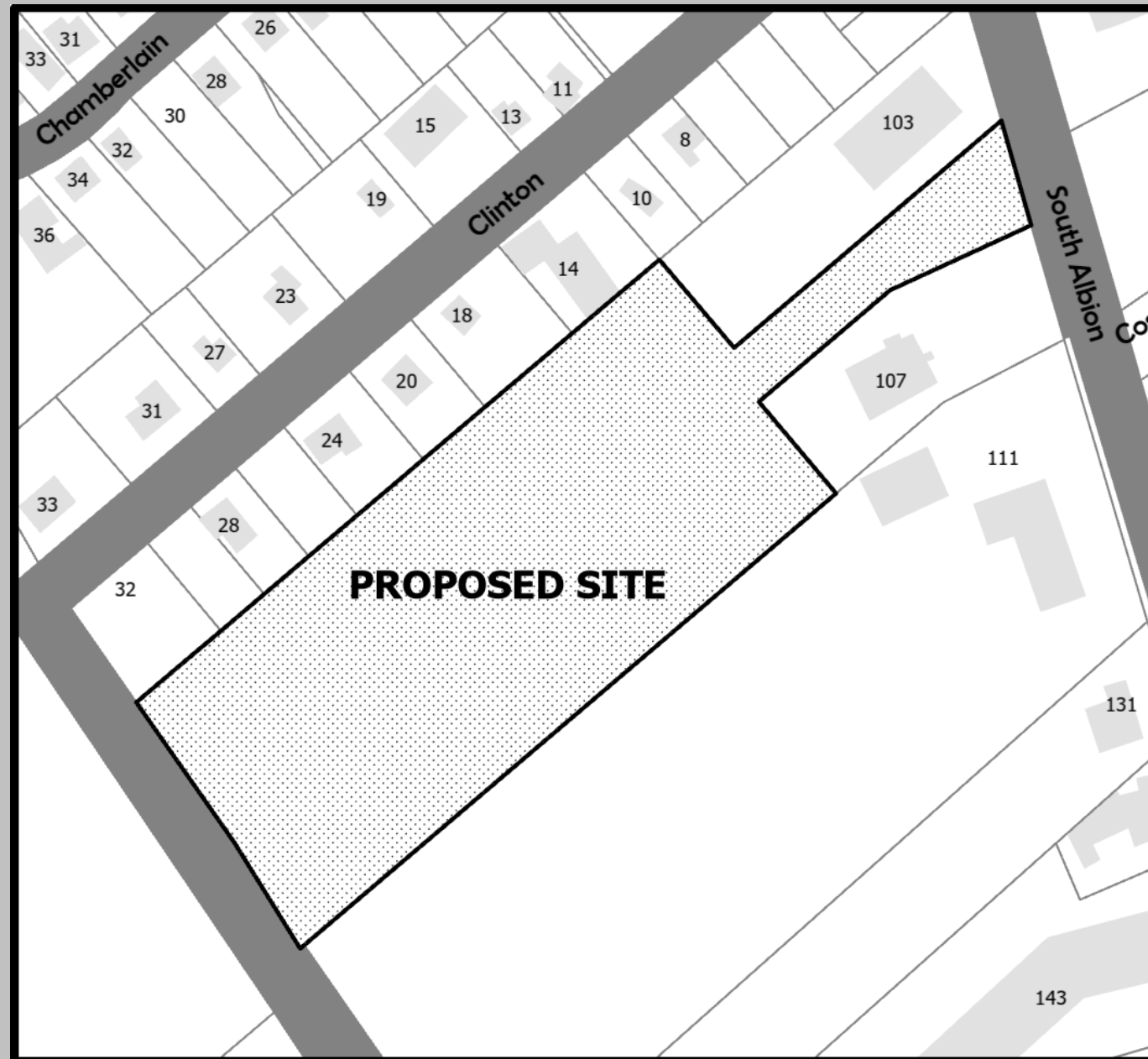
Location: 105 South Albion Street (formerly known as Blaine Street).

Property Area: 15,783m² (4 acre).

Existing Zoning: Highway Commercial

Existing Land Use: Vacant

Street Frontage: South Albion Street



NEIGHBOURHOOD CONTEXT

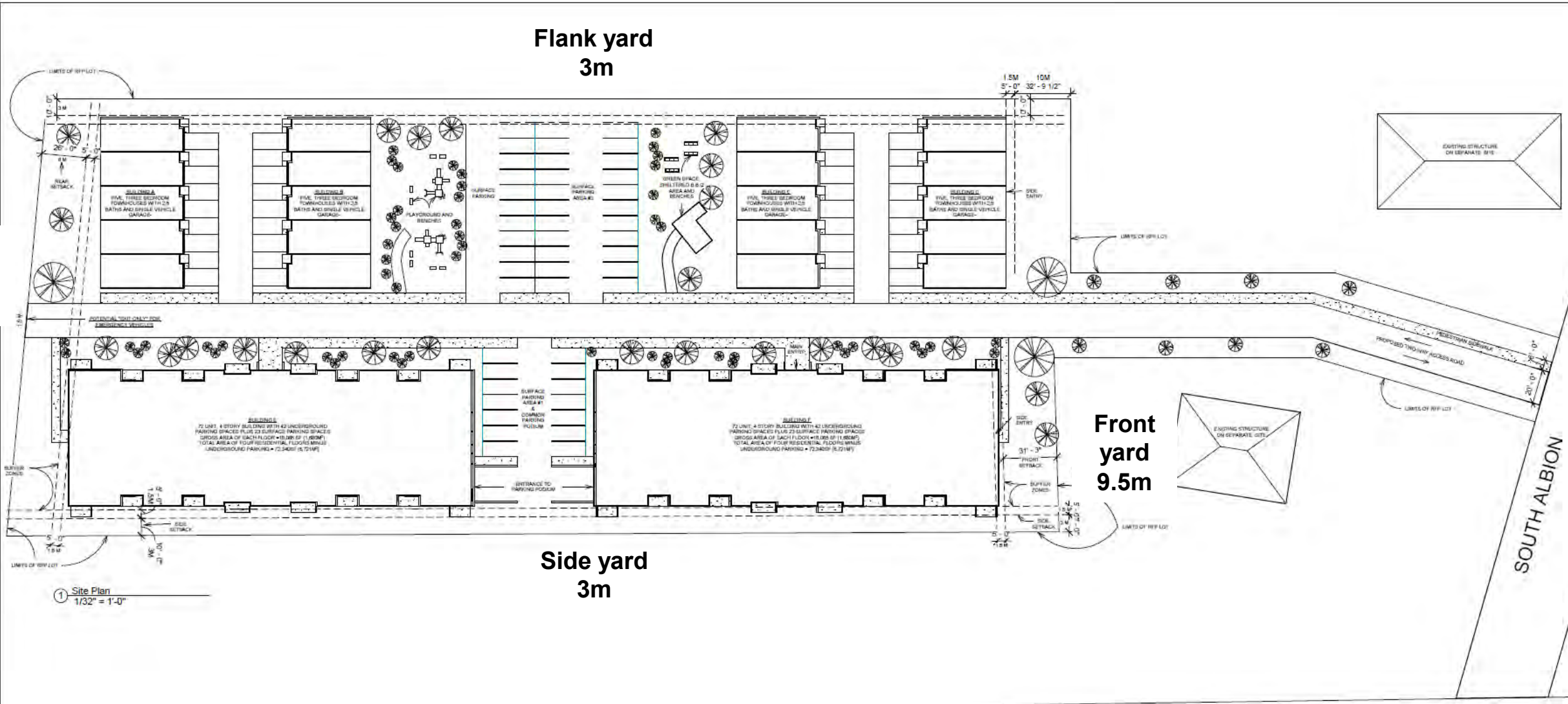
- ❑ The subject property is in the Highway Commercial Zone.
- ❑ North of the site is a row of detached and semi-detached residential dwellings with frontage on Clinton Street.
- ❑ There is a vacant lot on the southern border, while the Bulk Plant and Sales Office of Maritime Fuels is on the West side. 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.



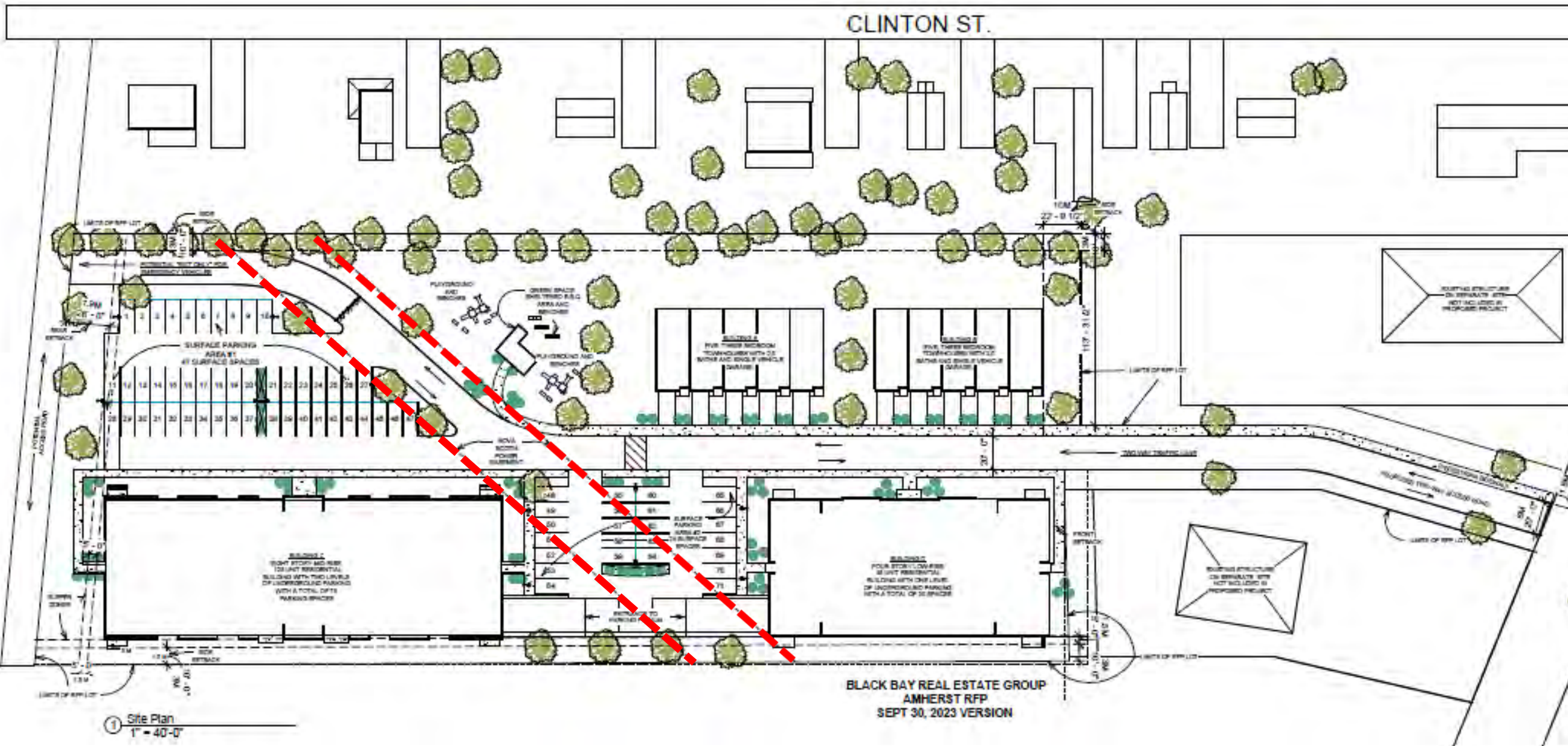
Original Site Plan

Flank yard
3m

Rear yard
8m



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
Number of storeys	8-storey building	4-storey building
Number of dwelling units	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.
Parking	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
Amenity space	A deck space of at least 3m ² per unit	A deck space of at least 3m ² per unit
Building area	1,697m ²	1,197m ²

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

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)



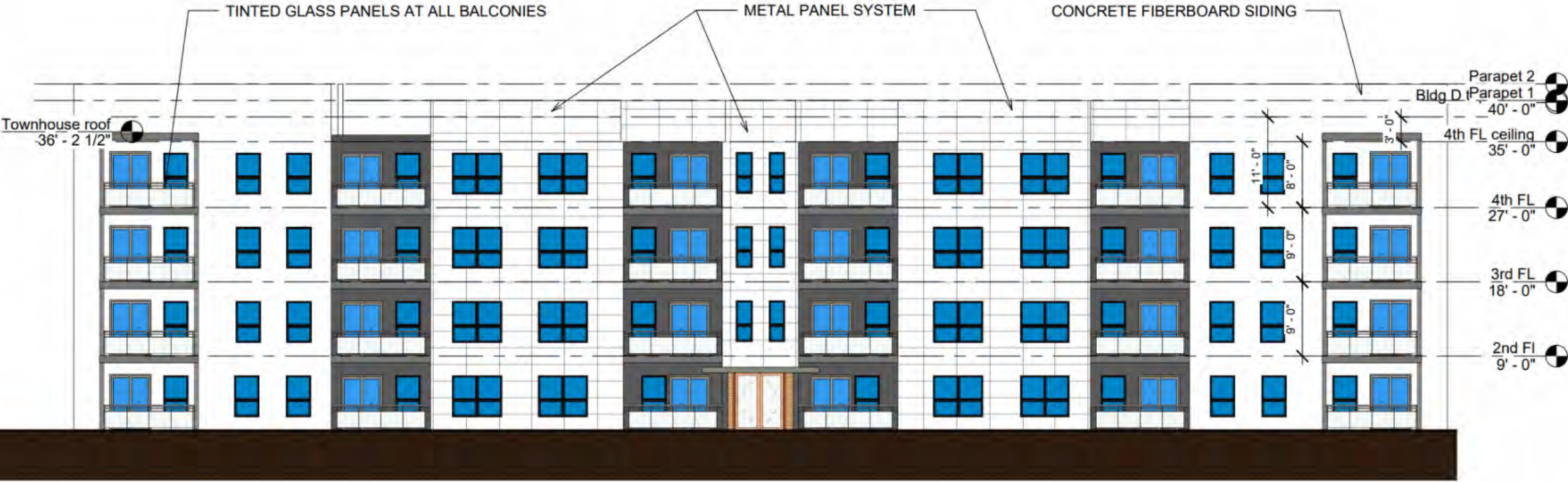
② West
3/32" = 1'-0"

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

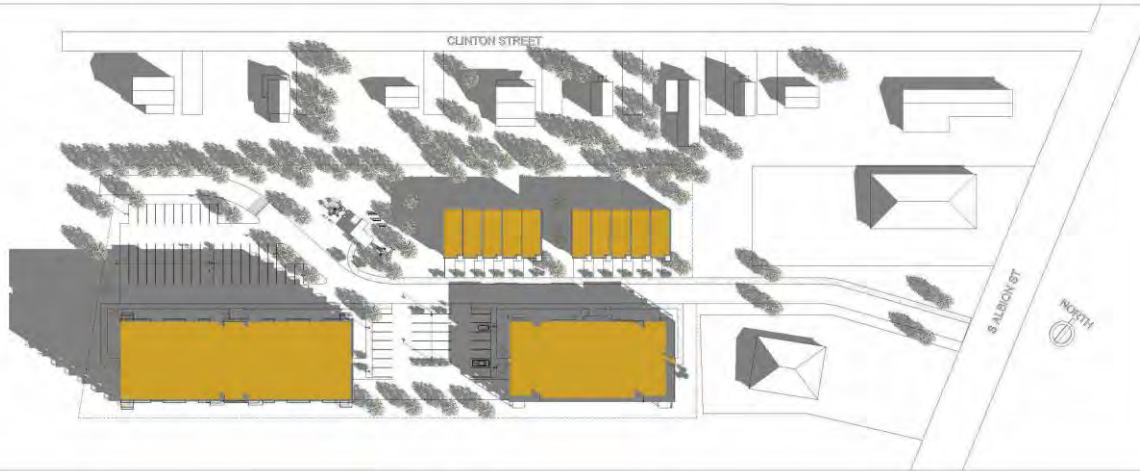
PLAYGROUND AND B.B.Q AREA
AMENITIES

APARTMENT
BUILDING C

EMERGENCY ACCESS ROAD

TENANTS SURFACE PARKING AREA

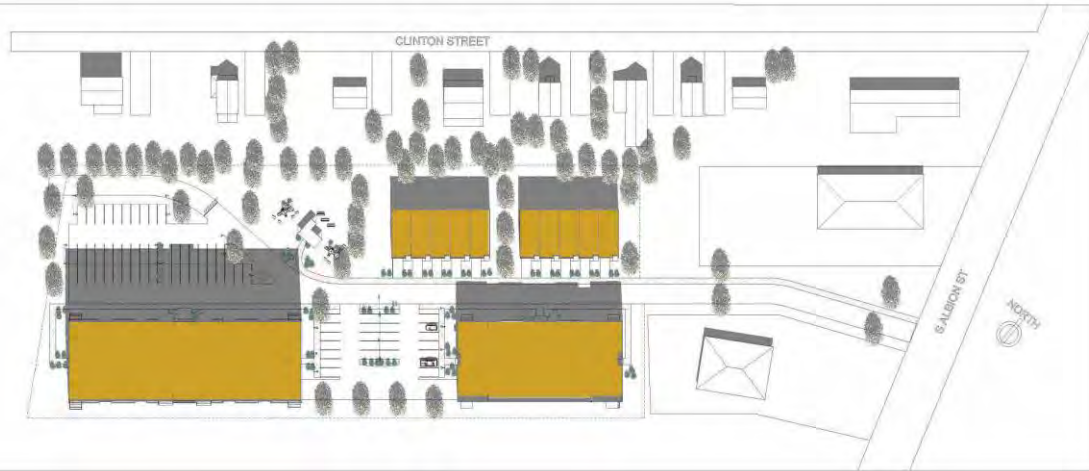
SHADOW STUDY



MARCH 20, 2023 (9 A.M.)



MARCH 20, 2023 (3 P.M.)



MARCH 20, 2023 (12 P.M.)



MARCH 20, 2023 (6 P.M.)

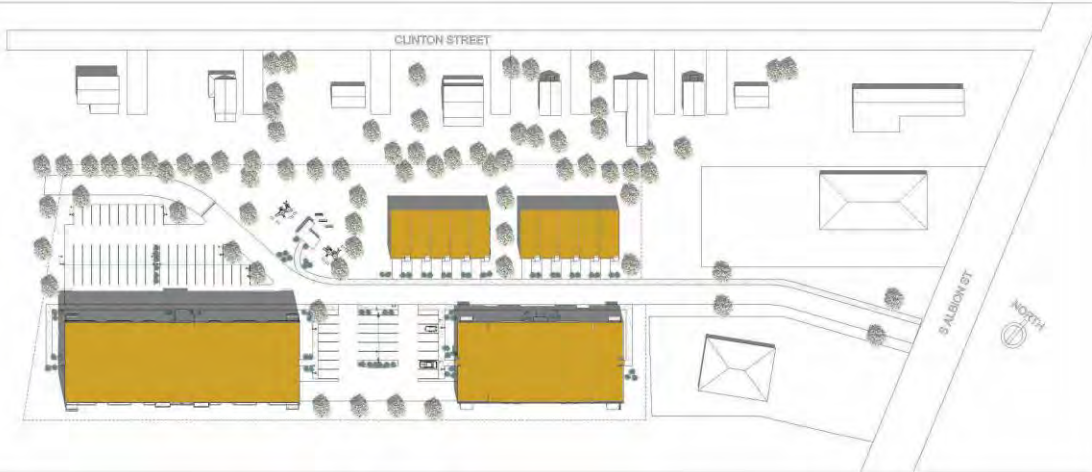
SHADOW STUDY



JUNE 21, 2023 (9 A.M.)



JUNE 21, 2023 (3 P.M.)

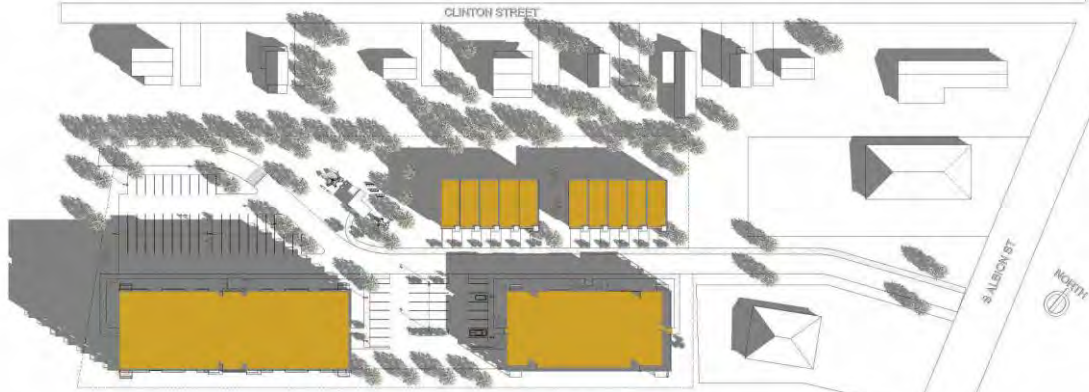


JUNE 21, 2023 (12 P.M.)



JUNE 21, 2023 (6 P.M.)

SHADOW STUDY



SEPTEMBER 23, 2023 (9 A.M.)



SEPTEMBER 23, 2023 (3 P.M.)

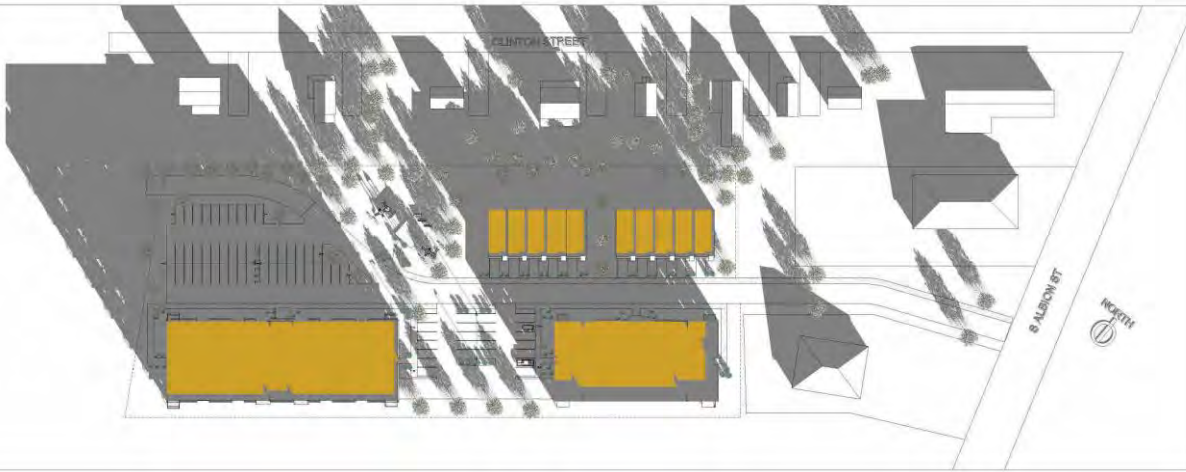


SEPTEMBER 23, 2023 (12 P.M.)

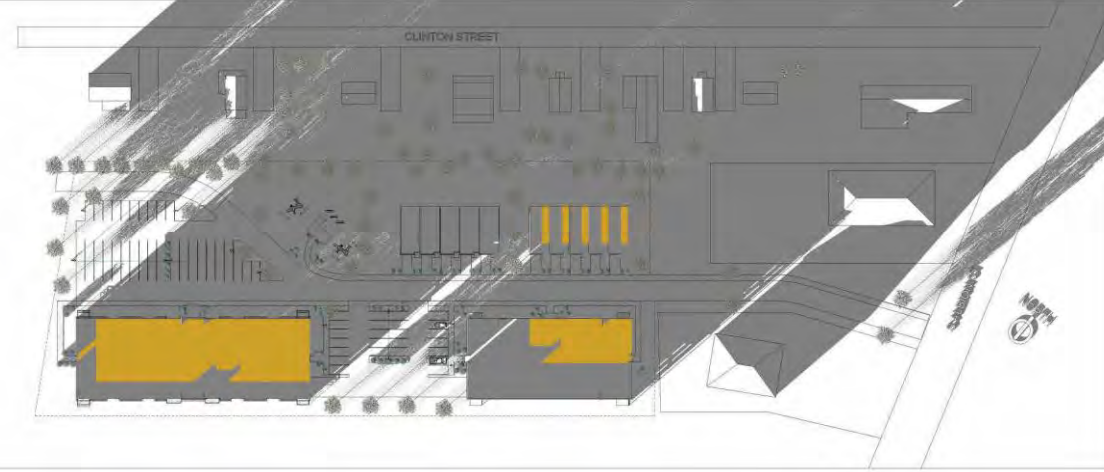


SEPTEMBER 23, 2023 (6 P.M.)

SHADOW STUDY



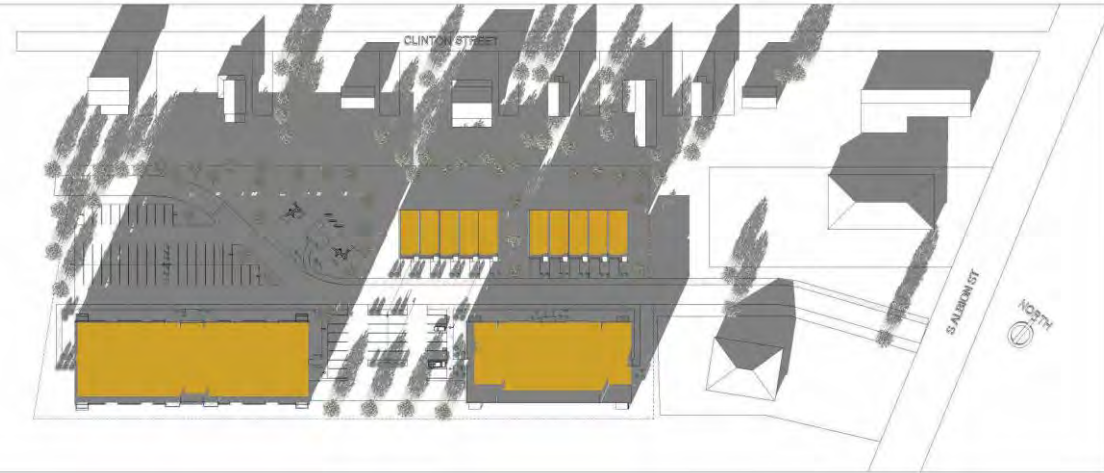
DECEMBER 21, 2023 (9 A.M.)



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**

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 4th, 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

By-law to Amend the Companion Animal By-law Second Reading

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

As a result of a recent 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 Second Reading of the By-law to Amend the Companion Animal By-law.



AMHERST TOWN COUNCIL

RFD# 2023143

Date: November 27, 2023

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Dwayne Pike, Chief of Police

DATE: November 27, 2023

SUBJECT: Companion Animal By-law Amendments Second Reading

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 Second 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 23rd, 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: Notice of Intent to give second reading appeared in the Cumberland Wire on Wednesday, November 8, 2023. Shall Council give second reading Notice of Publication of the By-law will also be advertised for in the Cumberland Wire.

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

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.

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

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 23rd, 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"> 1. Changes to numbering of sections; 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; 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 <i>Dangerous and Fierce Dogs</i> 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: <ol style="list-style-type: none"> 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 	

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 1st in any year to March 31st 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 2nd reading of the Dog Bylaw

November 23, 2015 – Council approved 2nd 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

Russell Street Development

The provision of new housing is a strategic priority for the Town of Amherst. As such the Town has taken the bold step of developing a Housing Infrastructure Investment Policy and adopting corresponding amendments to the Local Improvement Bylaw to allow the Town to enter into a financing agreement with developers to provide local infrastructure to new developments.

Staff have been in discussions with Mr. Aadlers regarding a proposed residential subdivision off of Russell Street.

The proposed agreement will see the property along and adjacent to Russell Street developed in four phases. Each phase will contain between 8 and approximately 15 dwellings. For each phase the Town will finance up to \$250,000 worth of water, sewer and street infrastructure which will be paid back by the developer in quarterly installments over five years. In each phase a minimum of five dwellings must be built in order to trigger the Town financing the next phase. The developer will have to pay off the majority of each phase prior to moving to the next phase, but may 'carry over' up to \$50,000 from the previous phase, provided that no more than \$250,000 is financed at any one time.

The Town will maintain a first lien and first mortgage on the property in the event of a default by the developer. Should any phase of the development not be triggered within 18 months the Town has the right to decide not to move onto the next phase of the development.

MOTION:

That Council approve of the agreement between the Town of Amherst and Tony Aadlers, as well as the required amendment to the 2023/24 capital budget, to develop a new residential subdivision off of Russell Street utilizing the Town's Housing Infrastructure Investment Policy and Local Improvement Bylaw to allow the Town to finance the development in phases.



AMHERST TOWN COUNCIL

RFD# 2023140

Date: November 27, 2023

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Jason MacDonald, Chief Administrative Officer

DATE: November 27, 2023

SUBJECT: Russell Street Development

ORIGIN: Request from Mr. Tony Aadlers to develop a subdivision utilizing our new Housing Infrastructure Investment Policy

LEGISLATIVE AUTHORITY: Housing Infrastructure Investment Policy; Local Improvement Bylaw.

RECOMMENDATION: That Council approve of the agreement between the Town of Amherst and Tony Aadlers, as well as the required amendment to the 2023/24 capital budget, to develop a new residential subdivision off of Russell Street utilizing the Town's Housing Infrastructure Investment Policy and Local Improvement Bylaw to allow the Town to finance the development in phases.

BACKGROUND: The provision of new housing is a strategic priority for the Town of Amherst. As such the Town has taken the bold step of developing a Housing Infrastructure Investment Policy and adopting corresponding amendments to the Local Improvement Bylaw to allow the Town to enter into a financing agreement with developers to provide local infrastructure to new developments.

Staff have been in discussions with Mr. Aadlers for some time and have twice received direction from Council to continue pursuing this initiative.

DISCUSSION: The proposed agreement will see the property developed in four phases. Each phase will contain between 8 and approximately 15 houses. For each phase the Town will finance up to \$250,000 worth of water, sewer and street infrastructure which will be paid back by the developer in quarterly installments over five years. In each phase a minimum of five dwellings must be built in order to trigger the Town financing the next phase. The developer will have to pay off the majority of each phase prior to moving to the next phase, but may 'carry over' up to \$50,000 from the previous phase, provided that no more than \$250,000 is financed at any one time.

The Town will maintain a first lien and first mortgage on the property in the event of a default by the developer. Should any phase of the development not be triggered within 18 months the Town has the right to decide not to move onto the next phase of the development.



In the first phase, the Town will replace the sanitary sewer main in Russell Street as it is not practical to install eight new sanitary sewer connections to the 100+ year old clay sanitary sewer main. This sewer main replacement was included in the current capital budget, pending senior government financing, which was not received.

As with any development, the Town is responsible to pay for and install the final layer of asphalt on the street as well as the street curb. In keeping with this policy, the Town will pay for these costs. In addition, the Town maintains two large storm sewer outfalls onto this property. During the phasing of this project, the Town will be responsible for paying the costs of extending these storm sewer lines.

Finally, it is likely that Town crews will install the necessary water, sanitary sewer and storm sewer lines as a way to keep the overall price point of the homes as low as possible. Included in the budget estimates are funds, to be paid by the developer, for anticipated overtime costs for this work.

FINANCIAL IMPLICATIONS: The costs of this project to be financed by the Town, which are the responsibility of the developer, will be financed via the Sustainable Services Growth Fund - a \$766,290 grant provided by the Province of Nova Scotia to be used for “investing in municipal infrastructure needed to serve a growing population, improve sustainability and provide increased resiliency.”. The costs which are the responsibility of the Town will be financed via Gas Tax, the above mentioned grant, or reserves.

SOCIAL JUSTICE IMPLICATIONS: Providing additional housing within the Town has many positive social justice implications.

ENVIRONMENTAL IMPLICATIONS: Constructing housing within built up urban areas, with extensions of adjacent services and streets is the most environmentally sensitive way to provide housing.

COMMUNITY ENGAGEMENT: As this is a contract negotiation between the Town and a private developer community engagement has not taken place. Once approved, a media release will be developed by the Town and a marketing strategy implemented by the developer. The property has been advertised for sale for many months, which the local residents are likely aware.

ALTERNATIVES: Do not enter into the attached agreement.

ATTACHMENTS: Draft agreement; Housing Infrastructure Investment Policy

TITLE: HOUSING INFRASTRUCTURE INVESTMENT POLICY
SECTION: Planning and Development - General
POLICY NO: 66000-05

APPROVAL DATE: 23 January 2023

CAO Signature: 

POLICY STATEMENT

It has become widely recognized in 2022 that the Town is experiencing a significant shortage of housing supply in all segments of the residential real estate market. In order to incentivize new housing development, the Town will consider, on a case-by-case basis, entering into an agreement with a land owner to temporarily fund all or a portion of new street and / or underground infrastructure required and intended to provide housing within the Town.

PURPOSE

To incentivize new residential development within the Town to address the current housing shortage.

APPLICATION

Town Council will consider entering into agreements with property owners who intend to bring new housing developments to market when, in the sole opinion and discretion of Council:

1. there is a housing shortage within the town and new streets and / or infrastructure are required to meet the housing demand;
2. the Town has the financial capacity to fund such infrastructure;
3. a satisfactory agreement can be negotiated that provides the Town with adequate security and minimal investment risk.

Any such agreement entered into by the town will contain:

1. Roles and responsibilities of each party;
2. Schedule of street and / or infrastructure construction;
3. Schedule and terms of payback of the Town's investment;
4. Terms and conditions of development, construction and lot sales as applicable;
5. Any other terms and conditions required to ensure the Town is not undertaking undue risk;
6. Any other terms and conditions, which at the sole discretion of Council, are in the best interests of the Town of Amherst.

The Town retains the right to refuse to enter into any agreement for any development, in any location, for any reason.

The Town retains the right to decide if Town human and equipment resources will be utilized to build / install any or all infrastructure within the development, as well as the amount to charge the property owner for that work.

TITLE: HOUSING INFRASTRUCTURE INVESTMENT POLICY
SECTION: Planning and Development - General
POLICY NO: 66000-05

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Mayor and Council	The Mayor and Council will: <ol style="list-style-type: none"> Upon recommendation of the CAO, provide direction to the CAO in regards to commencing, continuing and ending negotiations Retain sole authority to enter into any agreement that has been negotiated Maintain strict confidentiality and do not engage with property owners when contacted during negotiations.
Chief Administrative Officer	The CAO: <ol style="list-style-type: none"> Will determine opportunities to apply this policy Has the authority to negotiate on behalf of the Town Council Will update Council throughout the negotiation(s) May seek legal and other professional advice when required Will make a recommendation to Town Council regarding the agreement
Directors & Managers	Directors and Managers will: <ol style="list-style-type: none"> Provide advice and information to the CAO as required
Policy Owner	The policy owner (see version log) is responsible for reviewing the policy on an annual basis for relevancy and potential updates.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
New Policy	Chief Administrative Officer - MacDonald	Council	January 23, 2023

STREET CONSTRUCTION AND FINANCING AGREEMENT

Made in duplicate

BETWEEN **Town of Amherst**, a corporation under the laws of the Province of Nova Scotia, carrying out business at 98 Victoria Street East, Amherst, NS B4H 4A1, (the "**Town**")

- AND -

Tony Aalders (or Corp name), a corporation under the laws of the Province of Nova Scotia, carrying out business at, Amherst, NS B4H, (the "**Developer**")

(Collectively referred to as the "**Parties**")

WHEREAS the Parties have a common interest in the development of a new subdivision on the subject property;

AND WHEREAS the Town is willing to build the required water and sanitary sewer infrastructure to create the new subdivision;

AND WHEREAS the Town is willing to finance each phase of the cost of the development over a 5-year time period;

AND WHEREAS the Developer is willing to pay back the cost of each phase of the said infrastructure over a 5-year time period;

AND WHEREAS the parties are desirous of moving forward with this development in a cooperative manner;

AND WHEREAS the Developer, through this agreement, has petitioned the Town through Bylaw D-02 The Town of Amherst Local Improvement Bylaw, this agreement and all charges and payments will be processed through the said Bylaw;

NOW THEREFORE the Town and the Developer AGREE AS FOLLOWS:

GENERAL

1. This agreement applies to and for the benefit of Town and the Developer.
2. The agreement will outline the various responsibilities for the Town and the Developer in relation to the construction, sale, financing and marketing for the development.
3. The Town will be responsible for:
 - 3.1. Constructing, commissioning and maintenance of all water, sanitary sewer and storm sewer infrastructure for the development; and
 - 3.2. Improving the park located at Ernie Lane in the fiscal year after the first 10 houses are constructed.
4. The Developer will be responsible for:
 - 4.1. Fees for professional services, including but not limited to, legal, surveying, engineering and any other professional service that may be related to the development of the subdivision.
 - 4.2. Being in compliance with any Federal, Provincial and Town law, regulation or Bylaw.
 - 4.3. Constructing and commissioning of all street infrastructure for the development, including:
 - 4.3.1. Road bed
 - 4.3.4. Asphalt street surface
 - 4.3.5. Curbs
 - 4.3.6. Sidewalks
 - 4.3.7. Overhead Electrical Infrastructure
 - 4.3.8. Street signage;
 - 4.3.9. Trail connection to Ernie Lane Park
 - 4.4. Payment of the cost to install all infrastructure, excluding the additional cost to deal with the Town storm water currently being discharged onto the property, as well as any costs associated with Town Policy 31600-09 Paving New Residential Subdivision Streets which will be paid for by the Town;
 - 4.5. Actively marketing the lots / homes for sale both locally and outside the Town of Amherst, including payment for such services;
 - 4.6. Receiving offers to purchase lots / homes;
 - 4.7. Negotiating all lot / home sales;
 - 4.8. Processing all lot / home sales;
 - 4.9. Payment of any real-estate fees;
 - 4.10. Payment of a public land dedication fee equal to 5% of the value of each vacant lot at the time the lot / home is sold;

- 4.11. Deed to the town all street right of ways required for each phase of the development prior to development;
 - 4.12. Provide any required easements to public utilities operating in Nova Scotia.
 - 4.13. Provide any required easements to the Town for water, sanitary sewer, storm sewer or trail infrastructure.
5. The Developer will not implement restrictive covenants on the property that limit the use of the property to single detached dwellings.
6. Phases, Scheduling and Payment
 - 6.1. The development will be constructed in four phases;
 - 6.2. For clarification, the Developer costs in Phase 1 represent water and sewer connection costs only. The Town is responsible for the replacement of the sanitary sewer line and street re-instatement;
 - 6.3. Prior to the construction of each phase of the development, a cost estimate will be developed by the Town for the infrastructure they will construct, and by a qualified professional for the infrastructure the developer will construct. These two estimates will be agreed to by both parties prior to construction.
 - 6.4. Should the Town experience construction problems in relation to bedrock, water table, 'soft ground', cultural artifacts, etc., during the installation of the water and sanitary sewer infrastructure, the Town will immediately suspend work and:
 - 6.4.1 Notify the Developer;
 - 6.4.2 Meet with the Developer to determine a course of action;
 - 6.4.3 Confirm the Developer will pay the additional costs required as per the payment schedule (which will be financed by the Town of Amherst);
 - 6.5. Should any cost increase be greater than 25% of the estimated cost, a motion of Amherst Town Council to proceed will be required.
 - 6.6. The Town will carry/finance the costs of the required and agreed to infrastructure;
 - 6.7. The developer will pay for the infrastructure over a 5-year period. Payments will be paid quarterly. An interest rate of 3 percent will be applied to the balance owing, calculated annually;
 - 6.8. The Town will place a first priority mortgage on all of the land subject to the active phase of the development. This mortgage will be partially released as each lot is sold provided the Developer is up to date on all payments to the Town;
 - 6.9. If the developer fails to make payments for a period exceeding 90 days the Town may foreclose on the mortgage and acquire the said property;
 - 6.10. The land will be developed in four phases as shown on Schedule A;
 - 6.11. Completed 'back fill inspections' for foundations for a minimum of 5 dwellings units in each phase must be completed prior to proceeding to the next phase of the development;
 - 6.12. While the Town would prefer that each phase of the development be paid off by the developer prior to moving to the next phase, the Town will move forward with each subsequent phase provided that no more than \$50,000 from the prior phases of the development are owing to the Town. For further clarity, at no point will the Town finance more than \$250,000;
 - 6.13. Subject to all relevant sections of this agreement, the Town will construct the infrastructure they are responsible for according the following schedule:

- 6.13.1 Phase 1 – within 8 weeks of notification of moving forward;
- 6.13.2 Phase 2, 3 & 4 – within 12 weeks of notification of moving forward, or if notified after August 15, June 15 of the following year;
- 6.14. Should the second or any subsequent phase of the development not be triggered within 18 months of the previous phase the Town has the right to decide not to move forward with the next phase of the agreement;
- 6.15. Subdivision of lots may occur any time after water and sewer construction commences, and individual dwellings may be constructed provided safe access (including for emergency vehicles) can be available at the sole discretion of the Town of Amherst;
- 6.16. Prior to constructing any infrastructure, the Town will place a lien on the property in that phase;
- 6.17. Street construction is considered complete when the street is accepted as a Town Street by the Town Engineer;
- 6.18. The Developer may pay off the financial obligations to the Town early;
- 6.19. Where not specifically governed by this agreement, the number, location, layout and type of streets, lots, dwellings, buildings and uses within the development will be subject to the Town of Amherst Land Use Bylaw.
- 6.20. The current cost estimates for each phase of the development are provided in Appendix B. These are the current costs approved in the agreement. These estimates will be updated prior to each phase of the development. Should the estimated costs increase by more than 25% a motion of Amherst Town Council will be required prior to proceeding with construction of that phase.
- 6.21. Cost estimates contained in schedule B may be converted to a Frontage Charge, as per the Local Improvement Bylaw.

TERMINATION

- 7. This Agreement may be terminated by mutual consent at any time.;
- 8. Failure to proceed to the subsequent phase does not release the Developer of any financial, or other obligations outlined in this agreement for current or prior phases of the development.

SUCCESSION

- 9. This agreement shall be registered on title of the property.
- 10. This agreement will automatically be transferred to any subsequent owners of the property.

SIGNATURES

Town of Amherst:

Jason MacDonald, MCIP, LPP
Chief Administrative Officer

David Kogon, MD
Mayor

The Developer:

Tony Aalders

SCHEDULE "A"

Map of the Development



SCHEDULE "B"

Cost Estimates

Phase 1

Town of Amherst	\$135,000 (Sewer main and street re-instatement)
Developer	\$22,000 (usual water and sewer hookup charges per lot)

Phase 2

Town of Amherst	\$150,000
Developer	\$200,000

Phase 3

Town of Amherst	\$120,000
Developer	\$170,000

Phase 4

Town of Amherst	\$150,000
Developer	\$175,000

SYNOPSIS

By-law to Amend the Local Improvement By-law

Further to the previous motion to approve an agreement with Mr. Tony Aalders for a residential subdivision to be developed off Russell Street pursuant to the Town's Housing Infrastructure Investment Policy, in order for this agreement to take effect, it must be included in Schedule A of the Town of Amherst Local Improvement Bylaw.

MOTION:

That Council give First Reading of a By-law to Amend the Local Improvement By-law by adding the agreement for the Russell Street Subdivision to Schedule 'A' of the said bylaw.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Jason MacDonald, CAO

DATE: November 27, 2023

SUBJECT: Local Improvement By-law Amendment

ORIGIN: Russell Street Development.

LEGISLATIVE AUTHORITY: MGA section 47(1) states; The council shall make decisions in the exercise of its powers and duties by resolution, by policy or by by-law. MGA Section 81 provides that council of a Town may make bylaws imposing, fixing, and providing methods of enforcing payment for charges of local improvements;

RECOMMENDATION: That Council give First Reading of a By-law to Amend the Local Improvement By-law Schedule "A".

BACKGROUND: Local Improvement By-laws have been used by municipalities for many years to help cover the capital costs of infrastructure improvements deemed to benefit a specific neighbourhood or area.

Local Improvements can include constructing or improving streets, curbs, sidewalks, and the extension of sewer and water systems within the public right of way.

DISCUSSION: This by-law allows for the financing of new streets and infrastructure that is needed to promote new residential development within the Town. Specifically, the by-law allows for the cost of the infrastructure to be financed by the Town with the outstanding balance being a first lien on a property, much like outstanding taxes. This change removes much of the risk of the Town financing new residential infrastructure.

FINANCIAL IMPLICATIONS: When used, local improvement charges help the Town cover the cost for capital projects on existing streets. It also removes much of the risk of financing new infrastructure for residential development.

SOCIAL JUSTICE IMPLICATIONS: This will assist with bringing much needed housing to our community.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications.





AMHERST TOWN COUNCIL

RFD# 2023145

Date: November 27, 2023

COMMUNITY ENGAGEMENT: Should Council give First Reading a notice of intent to give second reading will appear in the Cumberland Wire.

ALTERNATIVES:

Direct staff to make additional changes to the bylaw.
Do approve the proposed amendments to the bylaw.

ATTACHMENTS:

Local Improvement Bylaw with amendment
By-law to Amend the Local Improvement Bylaw

Report prepared by:

Report and Financial approved by:



BY-LAW TO AMEND THE LOCAL IMPROVEMENT BY-LAW D-02

The By-law to Amend the Local Improvement By-law, D-02 is hereby amended as follows:

Under Schedule 'A' add Russell Street Alders Development:

STREET CONSTRUCTION AND FINANCING AGREEMENT

Made in duplicate

BETWEEN **Town of Amherst**, a corporation under the laws of the Province of Nova Scotia, carrying out business at 98 Victoria Street East, Amherst, NS B4H 4A1, (the "**Town**")

- AND -

Tony Aalders (or Corp name), a corporation under the laws of the Province of Nova Scotia, carrying out business at, Amherst, NS B4H, (the "**Developer**")

(Collectively referred to as the "**Parties**")

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AND WHEREAS the Town is willing to finance each phase of the cost of the development over a 5-year time period;

AND WHEREAS the Developer is willing to pay back the cost of each phase of the said infrastructure over a 5-year time period;

AND WHEREAS the parties are desirous of moving forward with this development in a cooperative manner;

AND WHEREAS the Developer, through this agreement, has petitioned the Town through Bylaw D-02 The Town of Amherst Local Improvement Bylaw, this agreement and all charges and payments will be processed through the said Bylaw;

NOW THEREFORE the Town and the Developer AGREE AS FOLLOWS:

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1. This agreement applies to and for the benefit of Town and the Developer.
2. The agreement will outline the various responsibilities for the Town and the Developer in relation to the construction, sale, financing and marketing for the development.
3. The Town will be responsible for:
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 - 3.2. Improving the park located at Ernie Lane in the fiscal year after the first 10 houses are constructed.
4. The Developer will be responsible for:
 - 4.1. Fees for professional services, including but not limited to, legal, surveying, engineering and any other professional service that may be related to the development of the subdivision.
 - 4.2. Being in compliance with any Federal, Provincial and Town law, regulation or Bylaw.
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 - 4.3.1. Road bed
 - 4.3.4. Asphalt street surface
 - 4.3.5. Curbs
 - 4.3.6. Sidewalks
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 - 4.3.8. Street signage;
 - 4.3.9. Trail connection to Ernie Lane Park
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 - 4.5. Actively marketing the lots / homes for sale both locally and outside the Town of Amherst, including payment for such services;
 - 4.6. Receiving offers to purchase lots / homes;
 - 4.7. Negotiating all lot / home sales;
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 - 4.10. Payment of a public land dedication fee equal to 5% of the value of each vacant lot at the time the lot / home is sold;
 - 4.11. Deed to the town all street right of ways required for each phase of the development prior to development;
 - 4.12. Provide any required easements to public utilities operating in Nova Scotia.
 - 4.13. Provide any required easements to the Town for water, sanitary sewer, storm sewer or trail infrastructure.
5. The Developer will not implement restrictive covenants on the property that limit the use of the property to single detached dwellings.

6. Phases, Scheduling and Payment

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- 6.4. Should the Town experience construction problems in relation to bedrock, water table, 'soft ground', cultural artifacts, etc., during the installation of the water and sanitary sewer infrastructure, the Town will immediately suspend work and:
 - 6.4.1 Notify the Developer;
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- 6.9. If the developer fails to make payments for a period exceeding 90 days the Town may foreclose on the mortgage and acquire the said property;
- 6.10. The land will be developed in four phases as shown on Schedule A;
- 6.11. Completed 'back fill inspections' for foundations for a minimum of 5 dwellings units in each phase must be completed prior to proceeding to the next phase of the development;
- 6.12. While the Town would prefer that each phase of the development be paid off by the developer prior to moving to the next phase, the Town will move forward with each subsequent phase provided that no more than \$50,000 from the prior phases of the development are owing to the Town. For further clarity, at no point will the Town finance more than \$250,000;
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- 6.17. Street construction is considered complete when the street is accepted as a Town Street by the Town Engineer;
- 6.18. The Developer may pay off the financial obligations to the Town early;

- 6.19. Where not specifically governed by this agreement, the number, location, layout and type of streets, lots, dwellings, buildings and uses within the development will be subject to the Town of Amherst Land Use Bylaw.
- 6.20. The current cost estimates for each phase of the development are provided in Appendix B. These are the current costs approved in the agreement. These estimates will be updated prior to each phase of the development. Should the estimated costs increase by more than 25% a motion of Amherst Town Council will be required prior to proceeding with construction of that phase.
- 6.21. Cost estimates contained in schedule B may be converted to a Frontage Charge, as per the Local Improvement Bylaw.

TERMINATION

- 7. This Agreement may be terminated by mutual consent at any time.;
- 8. Failure to proceed to the subsequent phase does not release the Developer of any financial, or other obligations outlined in this agreement for current or prior phases of the development.

SUCCESSION

- 9. This agreement shall be registered on title of the property.
- 10. This agreement will automatically be transferred to any subsequent owners of the property.

SIGNATURES

Town of Amherst:

Jason MacDonald, MCIP, LPP
Chief Administrative Officer

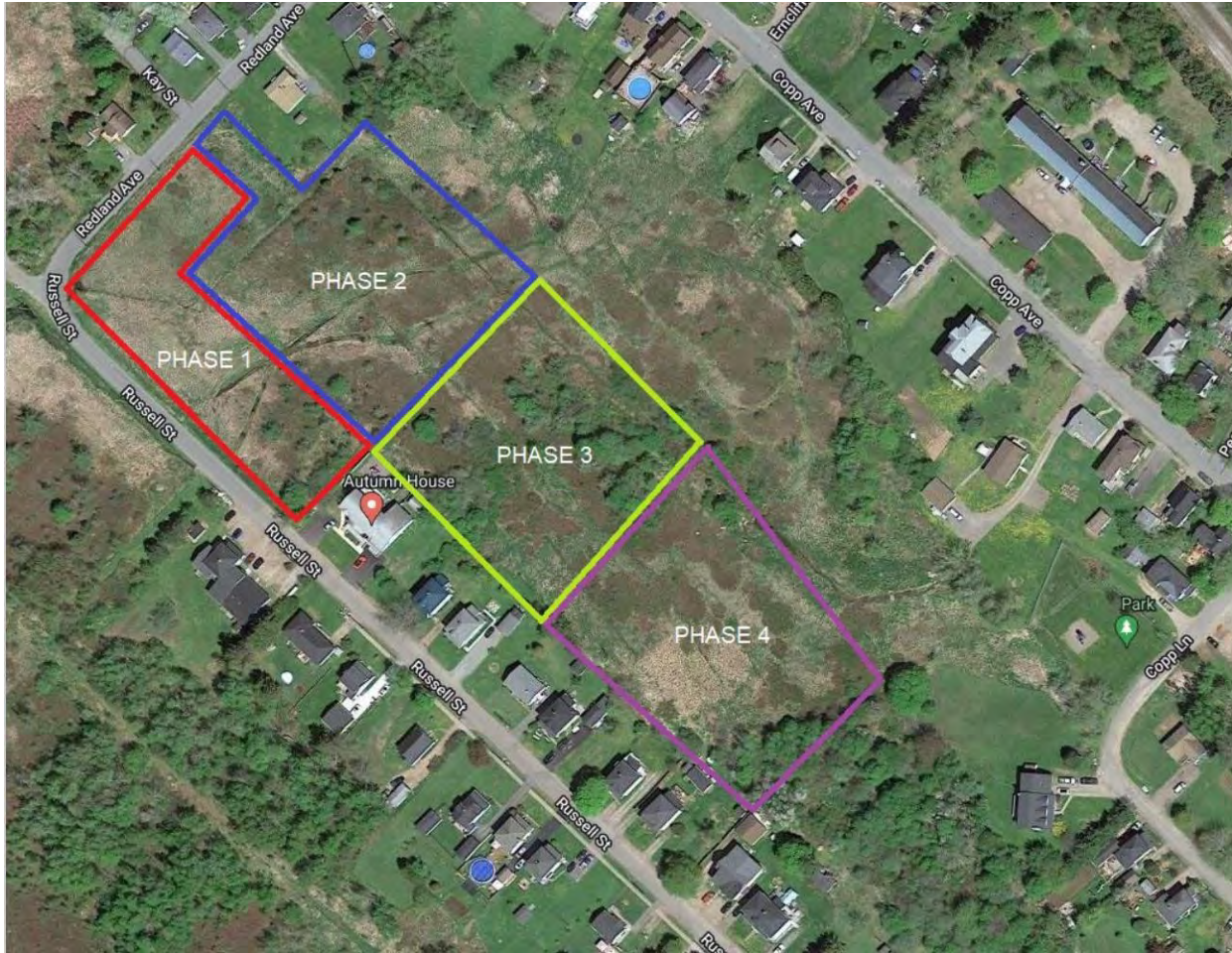
David Kogon, MD
Mayor

The Developer:

Tony Aalders

SCHEDULE "A"

Map of the Development



SCHEDULE "B"

Cost Estimates

Phase 1

Town of Amherst	\$135,000 (Sewer main and street re-instatement) Developer
	\$22,000 (usual water and sewer hookup charges per lot)

Phase 2

Town of Amherst	\$150,000
Developer	\$200,000

Phase 3

Town of Amherst	\$120,000
Developer	\$170,000

Phase 4

Town of Amherst	\$150,000
Developer	\$175,000

TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
BYLAW NO: D-02

APPROVAL DATE: _____

CAO Signature: _____

1. SHORT TITLE

1.1. This bylaw shall be known as bylaw D-02 and may be cited as the “Local Improvement Bylaw”.

2. PURPOSE

2.1. The purpose of this bylaw is to establish the manner in which the Town shall impose, fix, and enforce payment of Charges for Local Improvements.

3. DEFINITIONS

- (a) “Corner Lot” means a Property situated at the intersection of and abutting upon two or more Streets;
- (b) “Charge” means a charge imposed pursuant to Section 81 of the *Municipal Government Act* in an amount to be determined pursuant to this bylaw for the Cost of a Local Improvement;
- (c) “Cost of a Local Improvement” means the capital cost of service provision and shall include but is not limited to the costs of study, design, construction, installation and administration, engineering, surveying, municipal staff time, and other incidental expenses as well as the costs of financing including bridge financing, if any, and the cost of financing throughout the amortization period of the project whether or not the money is financed internally or externally. The cost of any particular Local Improvement may be reduced by its proportionate share of financial contribution from federal, provincial or municipal grant dollars;
- (d) “Council” means the Council of the Town of Amherst;
- (e) “Engineer” means the Town employee designated as Town Engineer pursuant to the provisions of the *Municipal Government Act*;
- (f) “Frontage” means the linear measurement of the Property line which abuts a Local Improvement, irrespective of whether the Property line is a front, rear, side or flanking lot line;
- (g) “Local Improvement” means and includes Charges for:
 - i) wastewater facilities or stormwater systems, the use of wastewater facilities or stormwater systems and connecting to wastewater facilities or stormwater systems;

TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
BYLAW NO: D-02

- ii) expenditures incurred for the wastewater management system in a wastewater district;
 - iii) the capital cost of installing a water system;
 - iv) laying out, opening, constructing, repairing, improving, and maintaining Streets, curbs, sidewalks, gutters, bridges, culverts, and retaining walls, whether the cost is incurred by the Town directly or by, pursuant to, an agreement with His Majesty In Right of the Province, the Minister of Public Works or any person;
 - v) laying out, opening, constructing, repairing, improving and maintaining private roads, curbs, sidewalks, gutters, bridges, culverts and retaining walls that are associated with private roads where the cost is incurred i) by the Town or ii) under an agreement between the Town and a person;
 - vi) the Town portion of the cost of a major tree removal program or the cost of removing trees from a private Property;
 - vii) the Town portion of the capital cost of placing the wiring and other parts of an electrical distribution system underground; and
 - viii) depositing in a special purpose tax account to provide for future expenditures for wastewater facilities, stormwater systems, water systems, transportation facilities or other anticipated capital requirements.
- (h) “Majority Approval” means majority approval based on the signatures from Owners representing at least two-thirds of all Properties in the area that Council has determined to benefit from a Local Improvement and at least two-thirds of the methodology chosen as set out in Section 9.8;
- (i) “Town” means the Town of Amherst;
- (j) “Owner” has the same meaning as set out in the *Municipal Government Act*, except where the context requires otherwise;
- (k) “Property” means a parcel or lot of property which is in an area determined by Council to benefit from a Local Improvement;
- (l) “Schedule A” means a list of projects and properties subject to a local improvement, as amended from time to time, and shall include at a minimum; a brief description of the project, PID number of all properties subject to the local improvement, charges imposed, terms of repayment, any exceptions/adjustments to charges, and any other project relevant project information.

TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
BYLAW NO: D-02

- (m) “Subdividable Lot” means, for the purpose of this bylaw, a Property which is capable of being subdivided into at least two buildable lots if, taking into consideration the lot Frontage, lot area, zoning and the location of existing buildings, the Town would approve the subdivision of the Property into at least two lots;
- (n) “Street” means a public street, highway, road, lane, sidewalk, thoroughfare, bridge, square and the curbs, gutters, culverts, and retaining walls in connection therewith located within the Town whether vested in the Town or the Province of Nova Scotia;
- (o) “Through Lot” means a Property bounded on two opposite sides by two or more Streets;
- (p) “Usable Frontage” means Property Frontage that has not been determined to be unusable under Section 7.2;

4. CHARGE IMPOSED

- 4.1. Where a Local Improvement has been carried out:
 - 4.1.1. by the Town in an area identified in Schedule “A”, as defined in section 3, and as amended from time to time, a Charge is hereby levied upon every Owner of Property situated in whole or in part within the identified area except to the extent that any Property or the Owner thereof is totally or partially exempt from the Charge by provisions in this bylaw or the provisions of Schedule “A”; or
 - 4.1.2. as a result of a petition receiving Majority Approval and the project having been adopted and approved by Council, a Charge is hereby levied upon every Owner of Property situated in whole or in part within the area identified in the petition except to the extent that any Property or Owner thereof is totally or partially exempt from the Charge by provisions in the petition or in this bylaw;
- 4.2. Municipally, provincially and federally owned land may be exempt from Charges arising from the provisions of this bylaw unless otherwise indicated in the approved petition or Schedule “A”.
- 4.3. An interim Charge may be imposed when Council approves the project to proceed based on the best estimate of the cost of the project at that time. The interim Charge will be adjusted at the completion of the project.

5. AMOUNT OF CHARGE

- 5.1. The Charge levied pursuant to Section 4 shall be determined in accordance with the provisions of this bylaw and, if applicable, of the approved petition or Schedule “A” and may be calculated based on:

TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
BYLAW NO: D-02

- (a) a uniform amount for each Property in existence or subsequently created by subdivision;
- (b) the Frontage of the Property on any Street;
- (c) the use of the Property;
- (d) the area of the Property;
- (e) the assessed value of the Property;
- (f) any combination of two or more such methods of calculating the Charge; or
- (g) such other method as Council deems fit.

6. VARIATIONS IN CHARGES

- 6.1. The Charge levied pursuant to this bylaw may be fixed at different rates for different classes or uses of Properties and may be fixed at different rates for different areas or zones as outlined in the approved petition and/or as outlined in Schedule "A".

7. FRONTAGE CHARGE

- 7.1. If the Charge contains a component calculated in whole or in part based upon the Frontage of the Property on a Street, the component of the Charge which is based upon Frontage shall be calculated in accordance with this section unless otherwise outlined in the approved petition, if applicable, or in Schedule "A" or an agreement.

FC = Frontage Charge

TF = Total of all individual Frontages (IF) determined as per the provisions of this bylaw

IF = Total Frontage of an individual Property (as possibly adjusted by any Frontage reductions or Frontage adjustments as per the provisions of this bylaw)

TC = Total cost of the Local Improvement

GC = Municipal/Provincial/Federal contribution towards the Local Improvement

$FC = [IF/TF] \times [TC - GC]$

- 7.2. Subdivisions plans, deed descriptions, retracement plans and/or geographical information as deemed appropriate by the Town shall be used to determine the total Frontage of an individual Property
- 7.3. In the event of a dispute between a Property Owner and the Town as to any measurements of a Property, the Owner shall retain, at his or her sole expense, a Licensed Nova Scotia

TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
BYLAW NO: D-02

Land Surveyor, who shall certify the measurements of the Property and submit the same to the Town.

Frontage Reduction

- 7.4. Where an Owner can reasonably demonstrate, and provide evidence such as an environmental study or written confirmation from Nova Scotia Department of Environment and Climate Change, that the Property is unusable for development by reason of soil type, environmental hazard, or other natural factors that do not permit the land to be subdivided for the purpose of creating a lot, a Frontage reduction of up to 75 percent may be applied to the portion of unusable Frontage. This proof must be provided prior to the inclusion of the Local Improvement into Schedule “A”, if applicable, or approval of a petition by Council.

Frontage Adjustments

- 7.5. A minimum Frontage may be established for each Local Improvement.
- 7.6. For Corner Lots and Through Lots, where both Streets adjacent to the Property are subject to a Local Improvement, the total Frontage will be adjusted as follows:
- (a) For the longest Frontage, the Frontage will not be subject to any adjustment and will be Charged 100 percent of the Frontage;
 - (b) For the shortest Frontage, the Frontage may be reduced by 50 percent.
- 7.7. For Corner Lots and Through Lots, where one of the two Streets is subject to a Local Improvement and the other Street has previously been the subject of a Local Improvement, the Property will only be Charged for the portion of the Frontage subject to the current Local Improvement.
- 7.8. For Corner Lots or Through Lots, where one of the two Streets is subject to a Local Improvement and the other Streets has not been the subject of a Local Improvement, the Property will only be Charged for the portion of the Frontage subject to the Local Improvement and there shall not be any adjustments to the total Frontage.
- 7.9. For greater clarity, a Corner Lot will be deemed to benefit from a Local Improvement on all Streets that the Property has Frontage

TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
BYLAW NO: D-02

8. EXEMPTIONS/ADJUSTMENTS TO CHARGES

- 8.1. A Property may be exempt from or given an adjustment to a Charge if the Property is considered to not benefit from the Local Improvement. An adjustment or exemption may be given when:
- (a) a Property is already serviced; or
 - (b) a Property does not directly benefit from a Local Improvement and it cannot be reasonably argued that the Local Improvement provides an indirect benefit to the Property, such as the ability to further subdivide and develop the Property.
- 8.2. If Frontage is the method of Charge, the Property may also be subject to any adjustment or reductions available in Section 7.
- 8.3. An additional exemption or adjustment may be given to a Lot because of the size, configuration, topography, or ground conditions of the Property.
- 8.4. Properties given an exemption or adjustment to the Charge under this Section will be identified in Schedule “A” or, if applicable, within the approved petition or agreement.

9. ADMINISTRATIVE GUIDELINES

- 9.1. Council may proceed with a Local Improvement at its own discretion or in response to a petition which receives Majority Approval.
- 9.2. Where a petition has been conducted and does not receive Majority Approval, Council will not proceed with a Local Improvement, at its own discretion, for a minimum of three years. Property Owners are not prevented from requesting subsequent petitions within the three-year timeframe.

Initiating a petition

- 9.3. The petition process may be initiated by:
- (a) a request from the sole owner of Property(s) or at least two Properties that would be subject to the petition; or
 - (b) a motion from Council directing Town staff to initiate the petition process.

TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
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- 9.4. The petition request from Property Owners and the motion from Council must include a description of the proposed Local Improvement, the desired method of Charge, and the proposed Charge area.
- 9.5. At Council's discretion, a petition may include Properties fronting onto more than one Street, whether those Streets are contiguous or not.

Processing a Petition

- 9.6. The following steps shall be followed:
- a) The petition will be conducted by Town staff and they will be responsible for preparing the petition documents and package.
 - b) The petition documents will include: a description of the Local Improvement and the method of Charge, a map of the proposed Charge area, the estimated total cost of the Local Improvement, the estimated cost for each Property and the financing options.
 - c) The petition documents will also include a letter explaining the Local Improvement process and will give each Property Owners an opportunity to vote YES or NO for the Local Improvement.
 - d) The petition package and documents with a stamped return envelope will be sent by mail to the Owners representing each Property.
 - e) The petition shall give Owners at least 30 days to respond.

Approval of the Petition

- 9.7. Where Council considers carrying out a Local Improvement on the basis of a petition, such Charges would be considered only where there is at least Majority Approval.
- 9.8. The Properties representing at least 2/3 of the methodology used for the Charge must be in favor of the petition. For example,
- (a) if the Charge is based on the area of the Property, the Properties representing at least 2/3 of the area would have to vote in favor;
 - (b) if the Charge is based on the assessed value of the Property, the Properties representing at least 2/3 of the assessed value would have to vote in favor;
 - (c) regardless of the methodology used for the Charge, the Owners representing at least 2/3 of the total Properties must be in favor for a petition.

TITLE: LOCAL IMPROVEMENT BYLAW
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- 9.9. Successful petitions are considered to be valid for a period of 5 years from the date of approval by Council. Within that time frame, the validity of the petition is not affected by the number of times any Property may have changed Owners.
- 9.10. In the event that the information relied upon by Council or staff to assess whether a petition has received Majority Approval later proves to be wrong, the decision based upon such information shall be as valid as if the information were correct.
- 9.11. If the Town does not receive a response from the Owners by the petition deadline, the Owners will be deemed to have voted NO and not being in favor of the Local Improvement.
- 9.12. In circumstances where there is more than one Owner of a Property, the Property will be considered to be in favor of the Local Improvement when the majority (50 percent) of the Owners have voted "YES" for the Local Improvement.

Local improvement without a petition

- 9.13. Where a Local Improvement is approved by Council without a petition, Council shall, by policy, determine a suitable method for advising residents affected by the decision taken under this bylaw.
- 9.14. Where a request for a Local Improvement is made by one or more Property Owners collectively owning 100% of the Properties in the area to be affected by the Local Improvement, there shall be no need to follow the petition process set out in this bylaw and the Town may enter into an agreement with those Property Owners with respect to the carrying out and payment for the Local Improvement Charge and any matters incidental thereto.

Municipal contribution to local improvement

- 9.15. For Local Improvements on Streets owned by the Town, at its own discretion, Council may choose to make a financial contribution up to ten (10) percent towards the cost of the Local Improvement or in special circumstances a percentage higher than ten (10) percent at the discretion of Council.

10. LIEN

- 10.1. A Charge imposed pursuant to this bylaw constitutes a first lien on Property in the same manner and with the same effect as rates and taxes under the *Municipal Government Act* (Section 81(3)(f)).

TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
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- 10.2. A Charge imposed pursuant to this bylaw is collectable in the same manner as rates and taxes and, at the option of the Treasurer, collectable at the same time and by the same proceedings, as rates and taxes.
- 10.3. The liens against the Property become effective on the earliest of the date on which the interim Charge is imposed or the Engineer files with the Treasurer a certificate that the improvement has been completed.
- 10.4. The lien provided for in this bylaw shall remain in effect until the Charge plus interest has been paid in full.
- 10.5. Where a Property subject to a lien is subdivided, the unpaid amount of the Charge plus interest shall be apportioned among the new subdivided lots according to the assessed value that the new lots have in relation to the total assessed value of the Property before subdivision.

11. INTEREST

- 11.1. Interest shall accrue on Charges outstanding from the due date forward, at a rate approved by Council. The due date is the date of completion or the date that installments are due if the annual payment option is available.

12. REPAYMENT OF THE CHARGE

- 12.1. At the option of the Owner(s) of a Property which is subject to a Charge, the Charge may be paid in either of the following ways:
- (a) by payment, in full, at the time of invoicing by the Municipality;
 - (b) by annual installments. In the event of default of payment of an installment, the whole balance shall become due and payable without notice or demand; or
 - (c) as otherwise set out in an agreement with the Property Owners.
- 12.2. The term of repayment shall be outlined in Schedule "A", in the wording of the approved petition or in the Council motion approving the project and, where applicable, in the agreement with the Town. Annual installments shall not exceed 25 years.
- 12.3. Where applicable, the Property Owner(s) shall have one month from the date of their initial notice of amounts owing, to notify the Treasurer, in writing, which financing option has been selected. If there is no written notification, the Property Owner(s) shall be deemed to have selected the annual payment option.

TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
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13. AMENDMENT TO THE BYLAW

13.1. Any amendment to this bylaw shall not affect existing projects outlined in Schedule “A” unless expressly intended to do so through an amendment to the Schedule.

14. REPEAL AND REPLACE

14.1. The previous version, and all other versions of the Bylaw, are repealed and replaced by this version.

For Administrative Use Only

Local Improvement Bylaw D-3 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
Director of Operations, Bourgeois	The Civic Improvement Charges Bylaw as approved by the Minister of Municipal Affairs on May 22, 1968 and all amendments thereto are repealed.	October 31, 1995
	The Local Improvement Bylaw as approved on October 31, 1995 and all amendments thereto are repealed.	April 24, 2023
	Add Russell Street Alders Development to Schedule ‘A’	

TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
BYLAW NO: D-02

Schedule ‘A’

1. Russell Street Alders Development:

STREET CONSTRUCTION AND FINANCING AGREEMENT

Made in duplicate

BETWEEN **Town of Amherst**, a corporation under the laws of the Province of Nova Scotia, carrying out business at 98 Victoria Street East, Amherst, NS B4H 4A1, (the “**Town**”)

- AND -

Tony Alders (or Corp name), a corporation under the laws of the Province of Nova Scotia, carrying out business at, Amherst, NS B4H, (the “**Developer**”)

(Collectively referred to as the “**Parties**”)

WHEREAS the Parties have a common interest in the development of a new subdivision on the subject property;

AND WHEREAS the Town is willing to build the required water and sanitary sewer infrastructure to create the new subdivision;

AND WHEREAS the Town is willing to finance each phase of the cost of the development over a 5-year time period;

AND WHEREAS the Developer is willing to pay back the cost of each phase of the said infrastructure over a 5-year time period;

AND WHEREAS the parties are desirous of moving forward with this development in a cooperative manner;

AND WHEREAS the Developer, through this agreement, has petitioned the Town through Bylaw D-02 The Town of Amherst Local Improvement Bylaw, this agreement and all charges and payments will be processed through the said Bylaw;

NOW THEREFORE the Town and the Developer AGREE AS FOLLOWS:

TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
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GENERAL

1. This agreement applies to and for the benefit of Town and the Developer.
2. The agreement will outline the various responsibilities for the Town and the Developer in relation to the construction, sale, financing and marketing for the development.
3. The Town will be responsible for:
 - 3.1. Constructing, commissioning and maintenance of all water, sanitary sewer and storm sewer infrastructure for the development; and
 - 3.2. Improving the park located at Ernie Lane in the fiscal year after the first 10 houses are constructed.
4. The Developer will be responsible for:
 - 4.1. Fees for professional services, including but not limited to, legal, surveying, engineering and any other professional service that may be related to the development of the subdivision.
 - 4.2. Being in compliance with any Federal, Provincial and Town law, regulation or Bylaw.
 - 4.3. Constructing and commissioning of all street infrastructure for the development, including:
 - 4.3.1. Road bed
 - 4.3.4. Asphalt street surface
 - 4.3.5. Curbs
 - 4.3.6. Sidewalks
 - 4.3.7. Overhead Electrical Infrastructure
 - 4.3.8. Street signage;
 - 4.3.9. Trail connection to Ernie Lane Park
 - 4.4. Payment of the cost to install all infrastructure, excluding the additional cost to deal with the Town storm water currently being discharged onto the property, as well as any costs associated with Town Policy 31600-09 Paving New Residential Subdivision Streets which will be paid for by the Town;
 - 4.5. Actively marketing the lots / homes for sale both locally and outside the Town of Amherst, including payment for such services;
 - 4.6. Receiving offers to purchase lots / homes;
 - 4.7. Negotiating all lot / home sales;

TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
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- 4.8. Processing all lot / home sales;
 - 4.9. Payment of any real-estate fees;
 - 4.10. Payment of a public land dedication fee equal to 5% of the value of each vacant lot at the time the lot / home is sold;
 - 4.11. Deed to the town all street right of ways required for each phase of the development prior to development;
 - 4.12. Provide any required easements to public utilities operating in Nova Scotia.
 - 4.13. Provide any required easements to the Town for water, sanitary sewer, storm sewer or trail infrastructure.
5. The Developer will not implement restrictive covenants on the property that limit the use of the property to single detached dwellings.
6. Phases, Scheduling and Payment
- 6.1. The development will be constructed in four phases;
 - 6.2. For clarification, the Developer costs in Phase 1 represent water and sewer connection costs only. The Town is responsible for the replacement of the sanitary sewer line and street re-instatement;
 - 6.3. Prior to the construction of each phase of the development, a cost estimate will be developed by the Town for the infrastructure they will construct, and by a qualified professional for the infrastructure the developer will construct. These two estimates will be agreed to by both parties prior to construction.
 - 6.4. Should the Town experience construction problems in relation to bedrock, water table, 'soft ground', cultural artifacts, etc., during the installation of the water and sanitary sewer infrastructure, the Town will immediately suspend work and:
 - 6.4.1 Notify the Developer;
 - 6.4.2 Meet with the Developer to determine a course of action;
 - 6.4.3 Confirm the Developer will pay the additional costs required as per the payment schedule (which will be financed by the Town of Amherst);
 - 6.5. Should any cost increase be greater than 25% of the estimated cost, a motion of Amherst Town Council to proceed will be required.
 - 6.6. The Town will carry/finance the costs of the required and agreed to infrastructure;
 - 6.7. The developer will pay for the infrastructure over a 5-year period. Payments will be paid quarterly. An interest rate of 3 percent will be applied to the balance owing, calculated annually;

TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
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- 6.8. The Town will place a first priority mortgage on all of the land subject to the active phase of the development. This mortgage will be partially released as each lot is sold provided the Developer is up to date on all payments to the Town;
- 6.9. If the developer fails to make payments for a period exceeding 90 days the Town may foreclose on the mortgage and acquire the said property;
- 6.10. The land will be developed in four phases as shown on Schedule A;
- 6.11. Completed ‘back fill inspections’ for foundations for a minimum of 5 dwellings units in each phase must be completed prior to proceeding to the next phase of the development;
- 6.12. While the Town would prefer that each phase of the development be paid off by the developer prior to moving to the next phase, the Town will move forward with each subsequent phase provided that no more than \$50,000 from the prior phases of the development are owing to the Town. For further clarity, at no point will the Town finance more than \$250,000;
- 6.13. Subject to all relevant sections of this agreement, the Town will construct the infrastructure they are responsible for according the following schedule:
 - 6.13.1 Phase 1 – within 8 weeks of notification of moving forward;
 - 6.13.2 Phase 2, 3 & 4 – within 12 weeks of notification of moving forward, or if notified after August 15, June 15 of the following year;
- 6.14. Should the second or any subsequent phase of the development not be triggered within 18 months of the previous phase the Town has the right to decide not to move forward with the next phase of the agreement;
- 6.15. Subdivision of lots may occur any time after water and sewer construction commences, and individual dwellings may be constructed provided safe access (including for emergency vehicles) can be available at the sole discretion of the Town of Amherst;
- 6.16. Prior to constructing any infrastructure, the Town will place a lien on the property in that phase;
- 6.17. Street construction is considered complete when the street is accepted as a Town Street by the Town Engineer;
- 6.18. The Developer may pay off the financial obligations to the Town early;
- 6.19. Where not specifically governed by this agreement, the number, location, layout and type of streets, lots, dwellings, buildings and uses within the development will be subject to the Town of Amherst Land Use Bylaw.
- 6.20. The current cost estimates for each phase of the development are provided in Appendix B. These are the current costs approved in the agreement. These estimates will be updated prior to each phase of the development. Should the estimated costs increase by more than 25% a motion of Amherst Town Council will be required prior to proceeding with construction of that phase.

TITLE: LOCAL IMPROVEMENT BYLAW
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6.21. Cost estimates contained in schedule B may be converted to a Frontage Charge, as per the Local Improvement Bylaw.

TERMINATION

- 7. This Agreement may be terminated by mutual consent at any time.;
- 8. Failure to proceed to the subsequent phase does not release the Developer of any financial, or other obligations outlined in this agreement for current or prior phases of the development.

SUCCESSION

- 9. This agreement shall be registered on title of the property.
- 10. This agreement will automatically be transferred to any subsequent owners of the property.

SIGNATURES

Town of Amherst:

Jason MacDonald, MCIP, LPP
Chief Administrative Officer

David Kogon, MD
Mayor

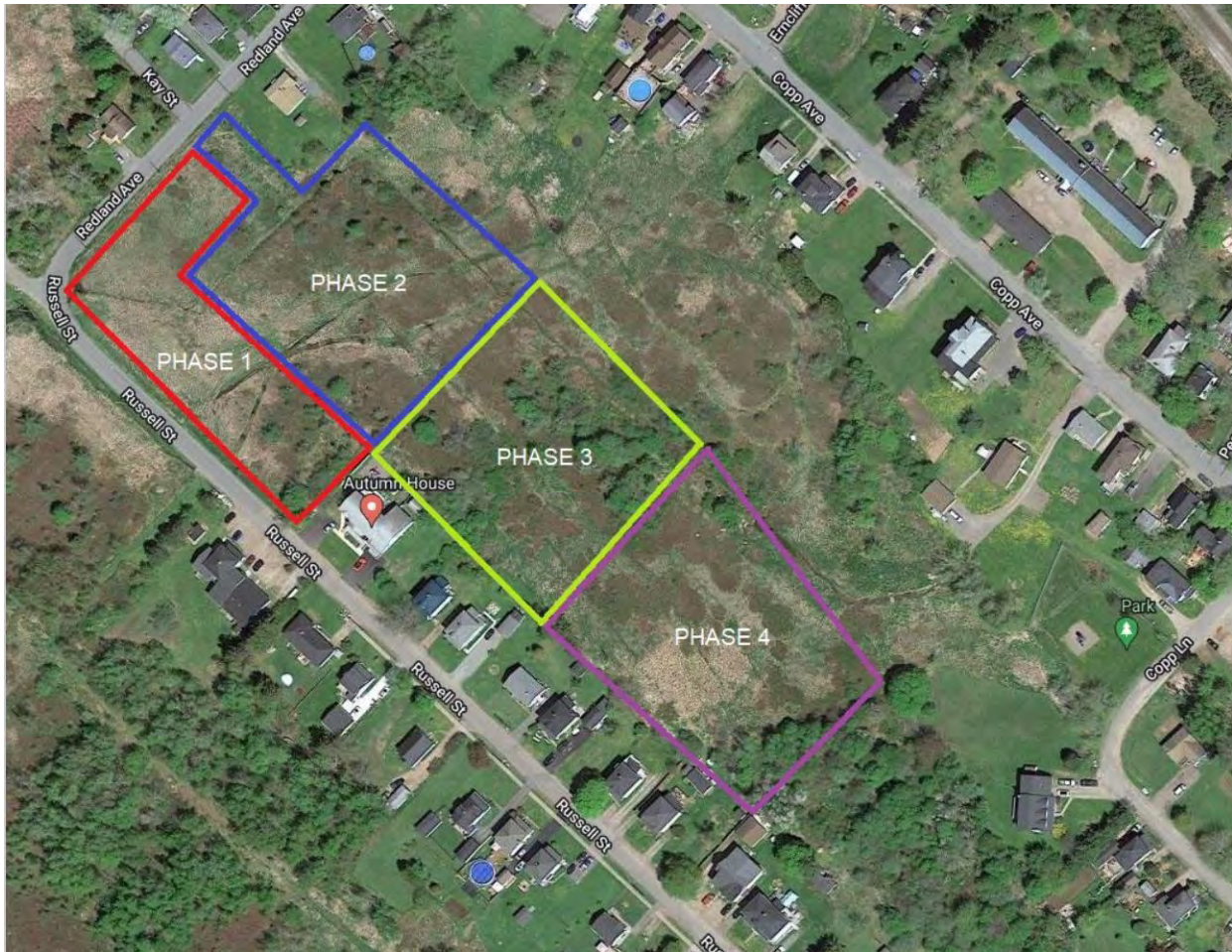
The Developer:

Tony Aalders

TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
BYLAW NO: D-02

SCHEDULE 'A'

MAP OF THE DEVELOPMENT



TITLE: LOCAL IMPROVEMENT BYLAW
SECTION: OPERATIONAL SERVICES
BYLAW NO: D-02

SCHEDULE "B"

Cost Estimates

Phase 1

Town of Amherst	\$135,000 (Sewer main and street re-instatement) Developer
	\$22,000 (usual water and sewer hookup charges per lot)

Phase 2

Town of Amherst	\$150,000
Developer	\$200,000

Phase 3

Town of Amherst	\$120,000
Developer	\$170,000

Phase 4

Town of Amherst	\$150,000
Developer	\$175,000

SYNOPSIS

Extended Producer Responsibility (EPR)

Municipalities have been requesting the provincial government to regulate Extended Producer Responsibility (EPR) for packaging, paper products, and packaging like products (PPP) for a number of years. A proposal for an EPR program was submitted in 2019 and on August 2, 2023, the provincial government announced the regulations for EPR for PPP.

Extended Producer Responsibility (EPR) for packaging, paper products, and packaging like products (PPP), regulates industry responsibility for both the operational and financial management of select recyclable products. In Nova Scotia, EPR for PPP will include materials that are commonly found in the blue bag system.

Municipalities that opt-in to an EPR Program for PPP, will begin discussions with industry representatives on the details of what the program will look like. The Producer Responsibility Organization (PRO) may wish to engage the municipality as a service provider and the municipality would enter into contract negotiations with the PRO regarding the nature of the service provided and the remuneration paid by the PRO to provide the service.

With an EPR program the savings from the new operational arrangements are estimated to be between 20-25 million annually for NS municipalities. While it is unknown at this point what the financial implications are for the Town of Amherst we will likely see significant savings.

MOTION:

That Council approve of “Opting-In” to the EPR program for packaging, paper products, and packaging like products and direct staff to register for the program with Divert NS.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Aaron Bourgeois, Director of Operations

DATE: November 27, 2023

SUBJECT: Extended Producer Responsibility (EPR)

ORIGIN: Provincial regulations respecting extended producer responsibility for packaging, paper products, and packaging like products.

LEGISLATIVE AUTHORITY: Nova Scotia Environment Act, Chapter 1 Section 102.

RECOMMENDATION: That Council approve of “Opting-In” to the EPR program for packaging, paper products, and packaging like products and direct staff to register for the program with Divert NS.

BACKGROUND: Municipalities have been requesting the provincial government to regulate Extended Producer Responsibility (EPR) for packaging, paper products, and packaging like products (PPP) for a number of years. A proposal for EPR was submitted to the provincial government in 2019 and on August 2, 2023, regulations for EPR for PPP were announced.

Extended Producer Responsibility (EPR) for packaging, paper products, and packaging like products (PPP), regulates industry responsibility for both the operational and financial management of select recyclable products. In Nova Scotia, EPR for PPP will include materials that are commonly found in the blue bag system.

With an EPR program the savings from new operational arrangements are estimated to be between 20-25 million annually for NS municipalities.

DISCUSSION:

All Nova Scotia municipalities must now decide to:

1. Opt-out of EPR for PPP and continue to service the blue bag program at full cost to the municipality.
2. Opt-In to EPR and cease to provide any services related to the blue bag program.





AMHERST TOWN COUNCIL

RFD# 2023138

Date: November 27, 2023

If a municipality opts-in to an EPR Program for PPP, discussions will begin with industry representatives on the details of what the program would look like. The Producer Responsibility Organization (PRO) may wish to engage the municipality as a service provider and the municipality would enter into contract negotiations with the PRO regarding the nature of the service provided and the remuneration paid by the PRO to provide the service.

FINANCIAL IMPLICATIONS: It is unknown at this point what the financial implications are however the Town of Amherst will potentially realize significant savings.

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications.

ENVIRONMENTAL IMPLICATIONS: Potential expansion of the blue bag recycling program.

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

ALTERNATIVES: Opt-out of EPR for PPP and continue to service the blue bag program at full cost to the Town.

ATTACHMENTS: None

Report prepared by: Brenda Rioux, Solid Waste Education and Contract Coordinator
Report and Financial approved by:



SYNOPSIS

Safe Approach and Rescue Vehicle

The Amherst Police Department has recognized the importance of preparing and training for critical incidents. Over the past decade, they have introduced training, techniques and equipment aimed at dealing with the possibility of an increase risk to the public, our members and our policing partners.

GardaWorld has offered to sell an armoured cash vehicle to the Amherst Police Department for the price of \$2.00 plus applicable taxes. GardaWorld is a Canadian private security firm that offers many kinds of security services, including cash transfers. They provide support to public and police safety by often offering decommissioned armoured cash vehicles to police and first responder organizations at a discounted price.

The Safe Approach and Rescue Vehicle will be used during annual training exercises which would likely include agencies outside of our own. Such training includes scenarios around officer/civilian rescue, active attacker/shooter, threat containment, initial critical incident response and crisis negotiation. It may also be utilized during special events such as the Christmas Parade, Police Week and other functions.

Outside of initial start-up costs, annual spending is estimated to be less than \$5000 per year for fuel, regular maintenance and equipment costs. Initial start up costs (paint, and some equipment) will likely be done in-house or with the assistance of community sponsors.

MOTION:

That Council approve of entering into an MOU with GardaWorld for the purchase of a decommissioned Armoured Cash Vehicle for the price of \$2.00 + applicable taxes, and further authorize the CAO and Mayor to sign the MOU.



AMHERST TOWN COUNCIL

RFD# 2023141

Date: November 27, 2023

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Dwayne Pike – Chief of Police

DATE: November 27, 2023

SUBJECT: APD Purchase of Safe Approach and Rescue Vehicle from GardaWorld

ORIGIN: APD OHS – Protective Equipment and Vehicles; Police and Public Safety

LEGISLATIVE AUTHORITY: Town of Amherst Procurement Policy; MGA, Section 65 Power to expend money

RECOMMENDATION: That Council approve of entering into an MOU with GardaWorld for the purchase of a decommissioned Cash Vehicle for the price of \$2.00 + applicable taxes, to be used as a Safe Approach and Rescue Vehicle for the Amherst Police Department and further authorize the CAO and Mayor to sign the MOU.

BACKGROUND: GardaWorld is a Canadian private security firm that offers many kinds of security services, including cash transfers. They provide support to public and police safety by often offering decommissioned armoured cash vehicles to police and first responder organizations at a discounted price. The vehicles are often used by police agencies in high-risk apprehensions and active shooter situations to protect first responders and the public. These vehicles are bulletproof and are able to withstand extreme degrees of heat. GardaWorld has offered a decommissioned armoured cash vehicle to the Amherst Police Department/Town of Amherst at the discounted price of \$2.00 + applicable taxes.

DISCUSSION: GardaWorld has offered to sell an armoured cash vehicle to the Amherst Police Department for the price of \$2.00 plus applicable taxes. The vehicle being offered is a 2004 International MF035 with 2 rear axles (dual-wheel) and is due to have a final Motor Vehicle Inspection completed prior to sale. The vehicle no longer suits their purpose because of the accumulated mileage. As part of the MOU surrounding the sale, the Town of Amherst is responsible to remove the current GardaWorld decals and are not permitted to sell to another buyer. When the vehicle reaches end-of-life, GardaWorld will take possession of the vehicle and dispose of it.

A Safe Approach and Rescue Vehicle has fast become a staple of progressive police departments in focusing on community safety and the safety of front-line police officers attending high-risk calls. While the vast majority of police calls do not require a tactical response, the use of specialized equipment and tools has been recognized as an asset to critical incidents when they occur. This vehicle will have several uses when deployed:



1. **Safe approach to an active-attacker scene:** An armoured vehicle provides safe cover and concealment for police when approaching and engaging an active-shooter. It provides more viable and safer options for the operational or immediate action plan.
2. **A means of officer/civilian rescue during a critical incident:** Armoured vehicles have been utilized to enter high risk perimeters to save downed police officers or injured civilians. It can strategically be used to approach injured or trapped persons by providing cover for those down and those responding. For example, it can back up to a building providing safe cover for rescue efforts.
3. **A means of transporting Containment Team members and front-line officers to the scene of an incident:** An armoured vehicle of this size can transport multiple first responders and required equipment to the scene of an incident as in most cases, other police vehicles are already in use and unavailable for providing transports.
4. **A mobile Command Post for Critical incidents of all kinds:** This can include any EMO or police operations.

There are many recent examples of police use of a Safe Approach and Rescue Vehicle to provide protection for front line officers or support rescue initiatives during high-risk incidents, including the recent Mass Casualty in Nova Scotia, the 2018 shootings in Fredericton which killed 3 civilians and 2 police officers, and the police shootings in 2014 in Moncton in which 5 officers were shot, 3 fatally. In the last few years, GardaWorld has provided armoured vehicles for Miramichi Police and to Charlottetown Police, both of which have been utilized in high-risk calls. Other police agencies have received similar vehicles other private companies.

The Amherst Police Department has recognized the importance of preparing and training for critical incidents. Over the past decade, we have introduced training, techniques and equipment aimed at dealing with the possibility of an increase risk to the public, our members and our policing partners. In the past few months, we have signed MOUs with other municipal agencies in relation to Major Crime Investigations, and access to K9 and Forensic Identification. The purchase of a Safe Approach and Rescue Vehicle would support and enhance this cooperation, not only among our municipal policing partners but also the RCMP and other Public Safety organizations.

Outside of initial start-up costs, annual spending is estimated to be less than \$5000 per year for fuel, regular maintenance and equipment costs. Initial start up costs (paint, and some equipment) will likely be done in-house or with the assistance of community sponsors. We will also require that several members be selected to get their airbrakes license designation. The vehicle will be stored in-doors at all times, either at the town garage storage bay or at the Amherst Police Department with regular maintenance being completed by Amherst Public Works. It will be checked over and driven for short distances weekly to ensure that it remains functional/operational, but will not be utilized as a patrol vehicle. Should the vehicle reach end of life or require repairs outside the 'normal' limits, there is no expectation that the Town will replace this vehicle, rather we would, with the approval of Council, approach GardaWorld for another decommissioned vehicle.

The Safe Approach and Rescue Vehicle will be used during annual training exercises which would likely include agencies outside of our own. Such training includes scenarios around officer/civilian rescue, active attacker/shooter, threat containment, initial critical incident response and crisis negotiation. It may also be utilized during special events such as the Christmas Parade, Police Week and other functions.

FINANCIAL IMPLICATIONS: \$2.00 + applicable taxes for Purchase. \$5,000 in annual Operational Budget for fuel, maintenance and equipment and towards training initiatives.

COMMUNITY ENGAGEMENT: There should be a media release explaining the MOU and the reason for this purchase, that it is in the interest of Police and Public Safety and include details of the Police and protocol for its use. The decision to purchase and utilize this kind of vehicle is about protection and safety, and is to be used for those purposes only. GardaWorld has been involved in several media releases in regard to their support for Public Safety by offering decommissioned vehicles at a discounted price. Social media and media releases should be utilized to provide information to the public, including media releases for previous purchases by other agencies of an armoured vehicle. The purpose of obtaining this valuable tool is to enhance public safety and provide safe options for police response and rescue.

ENVIRONMENTAL IMPLICATIONS: None to my knowledge.

SOCIAL JUSTICE IMPLICATIONS: In some segments of the community there is a concern for the “militarization” of the police and a belief that this has resulted in an increase in use of force and escalation during incidents. The basic approach to policing has not changed even though new and necessary equipment has been introduced in the last few years to uphold the law, protect people and protect front-line officers. Police need the best safety equipment possible to do this. It is true that there has been an increase in the last two decades for the need for specialized equipment and use-of-force options for police when responding to public safety and high-risk events, which has come as a result of advances in technology. Most issues faced by police are resolved through dialogue, which is why police training and development focuses on crisis intervention and de-escalation, but there will always be instances when police intervention is necessary, including the use of special tactics and equipment such as an armoured vehicle, which will be closely guided by policies and procedures surrounding use and deployment. Such equipment is utilized as a result of necessity to preserve and maintain public safety.

ALTERNATIVES: Do not approve of the purchase of the decommissioned Armoured Vehicle and MOU with GardaWorld.

ATTACHMENTS:

Report prepared by: Dwayne Pike, Chief of Police
Report and Financial approved by:

SYNOPSIS

Community Support Grant Amherst Community Christmas Dinner

The Amherst Community Christmas Dinner has requested funding under the Community Support Grants Policy to ensure everyone is provided with a Christmas dinner. The amount of \$3,000.00 will help cover the costs of the Christmas meals. Approximately 500 meals will be provided this year and this committee relies on donations and grants from the community. These meals will be provided free to the public.

MOTION:

That Council approve of funding in the amount of \$3,000.00 for the Amherst Community Christmas Dinner under the Community Support Grants Policy.



AMHERST TOWN COUNCIL

RFD# 2023136

Date: November 27, 2023

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Sharon Bristol, Director Community Living

DATE: November 27, 2023

SUBJECT: Community Support Grants 2023

ORIGIN: 2023-24 Operating Budget

LEGISLATIVE AUTHORITY: Community Support Grants Policy 72000-08

RECOMMENDATION: That Council approve of funding in the amount of \$3,000.00 for the Amherst Community Christmas Dinner 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 \$3,000.00 will help cover the costs of the Christmas meals. Approximately 500 meals will be provided this year and this committee relies on donations and grants from the community. The meals will be provided free to the public.

CAO Comment: The organization is requesting an amount of \$5,000.

FINANCIAL IMPLICATIONS: An allowance of \$7,465.00 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 request as listed
2. Do not approve the request

ATTACHMENTS:

Application

Date: October 19, 2023

COMMUNITY SUPPORT GRANTS
TOWN OF AMHERST
REQUEST FOR FINANCIAL SUPPORT

1. ORGANIZATION INFORMATION:

Name of Organization: Amherst Community Christmas Dinner
Full Mailing Address: 81 Victoria St, East
Amherst, NS B4H 1X7
Contact Person: Nicole Schrader
Email Address: Nicole.Schrader.NSec.ca
Telephone: 902-694-6769

2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED \$ 5,000

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

To ensure everyone has a Christmas meal to enjoy on Christmas day. Community event. Food insecurity.

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)

last year we provided 500 meals to citizens of Amherst on Christmas day. Even in the unexpected snow storm delivered a sit down. \$15,000 was raised from local businesses to help support this. This year we will need

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

NAME	FUNDING IF ANY
<u>local businesses in Amherst</u>	

7. How many volunteers contribute to this event or festival: 40+ on Christmas day
approx. 6 throughout the year

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



**Amherst Community Christmas Dinner
Operating Budget
For the 12 months ending December 31, 2023**

PROJECTED REVENUE
TOTAL PROJECTED REVENUE
PROJECTED EXPENSES
Donations
Interest and Bank Charges
Supplies
Catering Expense (The Warehouse Café - projecting 500 meals for 2023)
TOTAL PROJECTED EXPENSES
PROJECTED NET INCOME (LOSS)
OPENING CASH BALANCE - JANUARY 1
PROJECTED ENDING CASH BALANCE - DECEMBER 31

Pro-forma	Actual Comparatives				
	2023	2022	2021	2020	2019
\$ 16,000	\$ 14,987	\$ 8,397	\$ -	\$ 7,506	\$ 6,231
\$ -	\$ -	\$ 100	\$ -	\$ -	\$ -
\$ 50	\$ 46	\$ 47	\$ 46	\$ 50	\$ 75
\$ 200	\$ -	\$ -	\$ -	\$ -	\$ 125
\$ 15,500	\$ 15,500	\$ 9,500	\$ -	\$ 6,500	\$ 6,250
\$ 15,750	\$ 15,546	\$ 9,647	\$ 46	\$ 6,550	\$ 6,450
\$ 250	-\$ 559	-\$ 1,250	-\$ 46	\$ 956	-\$ 219
\$ 1,614	\$ 2,172	\$ 3,422	\$ 3,467	\$ 2,512	\$ 2,730
\$ 1,864	\$ 1,614	\$ 2,172	\$ 3,422	\$ 3,467	\$ 2,512

KPIs
Meals Billed
Effective Cost Per Meal

2023	2022	2021	2020	2019	2018
500	500	350	-	250	250
\$ 31.50	\$ 31.09	\$ 27.56	\$ -	\$ 26.20	\$ 25.80

**Amherst Community Christmas Dinner
Financial Statements
For the year ended December 31, 2022
(Notice to Reader - Unaudited)**

**Amherst Community Christmas Dinner
Income Statement (Unaudited)
For the 12 months ending December 31, 2022**

	Actual	Budget	Actual	Actual	Actual	Actual
REVENUE	2022	2022	2021	2020	2019	2018
Revenue from Donations	\$ 2,287	\$ 500	\$ 397	\$ -	\$ 1,506	\$ 1,231
Revenue from Fund Raising	8,700	10,000	8,000	-	4,500	5,000
Revenue from Government Grants	4,000	4,000	-	-	1,500	-
TOTAL REVENUE	\$ 14,987	\$ 14,500	\$ 8,397	\$ -	\$ 7,506	\$ 6,231
EXPENSES						
Catering Expense	\$ 15,500	\$ 15,000	\$ 9,500	\$ -	\$ 6,500	\$ 6,250
Supplies	-	200	-	-	-	125
Donations	-	100	100	-	-	-
Interest and Bank Charges	46	50	47	46	50	75
TOTAL EXPENSES	\$ 15,546	\$ 15,350	\$ 9,647	\$ 46	\$ 6,550	\$ 6,450
NET REVENUE OVER EXPENSES (EXPENSES OVER REVENUE)	-\$ 559	-\$ 850	-\$ 1,250	-\$ 46	\$ 956	-\$ 219
KPIs						
	Actual	Budget	Actual	Actual	Actual	Actual
	2022	2022	2021	2020	2019	2018
Meals Billed	500	500	350	-	250	250
Effective Cost Per Meal	\$ 31.09	\$ 30.70	\$ 27.56	\$ -	\$ 26.20	\$ 25.80

Amherst Community Christmas Dinner
Balance Sheet (Unaudited)
December 31, 2022

	Actual 2022	Budget 2022	Actual 2021	Actual 2020	Actual 2019	Actual 2018
ASSETS						
Cash	\$ 2,114	\$ 1,322	\$ 2,172	\$ 3,422	\$ 3,468	\$ 2,512
Accounts Receivable	2,000	-	-	-	-	-
TOTAL ASSETS	\$ 4,114	\$ 1,322	\$ 2,172	\$ 3,422	\$ 3,468	\$ 2,512
LIABILITIES						
Accounts Payable	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL LIABILITIES	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -
NET ASSETS						
Opening Net Assets	\$ 2,172	\$ 2,172	\$ 3,422	\$ 3,468	\$ 2,512	\$ 2,731
Current Year Change in Net Assets	- 559	- 850	- 1,250	- 46	956	- 219
Ending Net Assets	1,614	1,322	2,172	3,422	3,468	2,512
TOTAL NET ASSETS AND LIABILITIES	\$ 4,114	\$ 1,322	\$ 2,172	\$ 3,422	\$ 3,468	\$ 2,512

Old Warehouse Cafe & Lounge
4 Havelock St. Amherst N.S.
902-667-1160

Date Sun Dec 25/22
M. Community Christmas Dinner Committee

SOLD BY	COD	CHARGE	ON ACC'T.	ACCT. PWD. REPORTE
VENDU PAR	C.R.	DEBITER	ACOMPTE	

1				
2		500 turkey dinners		15000.00
3		@ 30.00 / person		
4		All inclusive		
5				
6				
7				
8				
9				
10				
11				
12				
13				
18				

Handwritten signatures and notes:
Paid via
1/25/23

Paid via:
 CK# 777282 \$13,000⁰⁰
 E-transfer \$ 2,500⁰⁰
\$15,500⁰⁰


Nancy,


Please find the enclosed cheque from the Amherst Community Christmas Dinner for \$13,000.00 as an advance instalment on the 2022 Christmas Dinner billing.

David Enman
Amherst Community Christmas Dinner
902-664-8104

999282

DATE 2022-12-22
Y Y Y Y M M D D

PAY to Old Warehouse Cafe & Lounge \$13,000⁰⁰
the order of Thirteen Thousand ⁰⁰/₁₀₀ DOLLARS 

 ROYAL BANK OF CANADA
AMHERST BRANCH
103 VICTORIA ST
AMHERST NS B4H 1X9

RE 2022 Christmas Dinner - Instalment

PER David Enman

0000 10 100 0000 1130000300 100005300800

999282

DATE December 22, 2022

TO Old Warehouse
Cafe + Lounge

RE

HST S	HST #
-	-
BALANCE FORWARD	
\$13,000 ⁰⁰ THIS CHEQUE	\$13,000 ⁰⁰
Advance DEPOSIT	
Deposit OTHER	
BALANCE	

Remainder transferred (Nov 2022)



ROYAL BANK OF CANADA
 P.O. BOX 6011 STATION A
 MONTREAL QC H3C 3B8

Business Account Statement

December 2, 2022 to January 3, 2023
 Account number: 00113 100-053-8

Serial #: 999282

Amount: \$13,000.00

999282
 DATE 2022-12-22

PAY TO: Old Warehouse Cafe & Lounge \$13,000.⁰⁰
 THE ORDER OF Tina's Restaurant \$13,000.⁰⁰ DOLLARS

ROYAL BANK OF CANADA
 100 KING STREET WEST
 MONTREAL, QUEBEC H3C 1K3

RE: 2022 Christmas Dinner Incident

David Gosselin

⑆999282⑆ ⑆00113⑆003⑆ 100-053-8⑆

73552-822
 CAPTURED BY BRANCH
 12/22/22 - 12/28/22
 COMMUNITY UNION OF CUMBERLAND COLLEGE
 73553 810
 Analyst - Main Branch

24528108
 Endorsement - Signature or Stamp

BACKVERSO



Interac⁺ e-Transfer Completed

Your Interac⁺ e-Transfer has been sent.

This recipient is registered for Autodeposit. The funds will be directly credited to the recipient's account without the need to answer a security question.

Confirmation Number : 1592
Date and Time : 11 Feb 2023 at 10:04:42 EST
To : **Name**
Warehouse Cafe Amherst
Registered Name
NANCY WALSH
E-Mail Address : warehousecafeamherst@gmail.com
Mobile Number : (902) 664-4425
Notify By : Email
Amount : \$2500.00
From : Chequing 00113-1000538
New Balance : 1,603.11
Message : Invoice 18 - \$2,000 Remaining Balance Due + \$500 Tip



Important Information

Once processed, your transfer will appear under Payment History. Since an Autodeposit transfer is processed immediately, it cannot be reversed.

You can check the status of your Interac e-Transfer in the Payment History Details. Notification of incomplete Interac e-Transfers will be delivered to your Message Centre.

SYNOPSIS

Committee Policies

Given that the Town of Amherst has committees dedicated to working on Inclusion, Diversity and Equity, Accessibility, and Poverty, all issues that our youth of today face, and that the Amherst Youth Town Council (AYTC) are keen to contribute more to the community at large, staff feel that by expanding the reach of the AYTC and appointing a member to each the Inclusion, Diversity and Equity Committee, the Accessibility Advisory Committee and the Poverty Reduction Advisory Committee will bring a perspective to these committees that is much needed in decision making and will empower youth to have their voice heard.

Further to amending the AYTC Policy to include the appointment of an AYTC member to these Committees, amendments are required to these Committees Terms of Reference to reflect the AYTC member being appointed. Upon reviewing these Terms of References, amendments are also being made to change how non-voting members (staff) are appointed to the Inclusion, Diversity and Equity Committee, as well as how the Chair and Vice Chair are elected. Further amendments to the Accessibility Advisory Committee Terms of Reference include the number of voting members to include an AYTC member, the length of terms of appointments, and removes the provision that the Chair shall be a Town of Amherst Council member.

It should be noted that at this time, only the AYTC Policy, and Terms of Reference for the Inclusion, Diversity and Equity Committee and Accessibility Advisory Committee are being recommended. As staff are currently undertaking a review of the Poverty Reduction Advisory Committee Terms of Reference, the necessary amendments will be part of that Committee's Terms of Reference review scheduled for the December COW meeting.

MOTION:

That Council approve of the amendments to the Amherst Youth Town Council Policy, the Inclusion, Diversity and Equity Committee Terms of Reference and the Accessibility Advisory Committee Terms of Reference.



AMHERST TOWN COUNCIL

RFD# 2023137

Date: November 27, 2023

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Natalie LeBlanc, Municipal Clerk

DATE: November 27, 2023

SUBJECT: Committee Policies Amendments

ORIGIN: Amendments to the Amherst Youth Town Council Policy to include the appointment of an AYTC member to the IDEC, AAC and PRAC, as well as a request to amend how the Chair and Vice Chair of Committees are elected and how staff members are appointed.

LEGISLATIVE AUTHORITY: MGA Section 26 Citizen advisory committees - The council may establish, by policy, citizen advisory committees which shall advise the council, as directed by the council. 1998, c. 18, s. 26.

RECOMMENDATION: That Council approve of the amendments to the Amherst Youth Town Council Policy, the Inclusion, Diversity and Equity Committee Terms of Reference and the Accessibility Advisory Committee Terms of Reference.

BACKGROUND: Given that the Town of Amherst has committees dedicated to working on Inclusion, Diversity and Equity, Accessibility, and Poverty, all issues that our youth of today face, and that the AYTC are keen to contribute more to the community at large, staff feel that by expanding the reach of the AYTC and appointing a member to each of these three Committees will bring a perspective to these committees that is much needed in decision making and will empower youth to have their voice heard.

DISCUSSION: Further to amending the AYTC Policy to include the appointment of an AYTC member to these Committees, amendments are required to the Committees Terms of Reference to reflect the AYTC member being appointed. Upon reviewing these Terms of References, amendments are also being made to change how non-voting members (staff) are appointed to the Inclusion, Diversity and Equity Committee, as well as how the Chair and Vice Chair are elected. Further amendments to the Accessibility Advisory Committee Terms of Reference include the number of voting members to include an AYTC member, the length of terms of appointments, as well as removes the provision that the Chair shall be a Town of Amherst Council member.





AMHERST TOWN COUNCIL

RFD# 2023137

Date: November 27, 2023

It should be noted that at this time, only the AYTC Policy, and Terms of Reference for the Inclusion, Diversity and Equity Committee and Accessibility Advisory Committee are being recommended. As staff are currently undertaking a review of the Poverty Reduction Advisory Committee Terms of Reference, the required amendments will be part of that Committee's Terms of Reference review scheduled for the December COW meeting.

FINANCIAL IMPLICATIONS: None

SOCIAL JUSTICE IMPLICATIONS: These amendments will help empower youth to have their voice heard, and be transparent in the election of the Chair, Vice Chair and staff members of these Committees.

ENVIRONMENTAL IMPLICATIONS: None

COMMUNITY ENGAGEMENT: There has been no community engagement regarding these amendments. If approved a copy of the amended AYTC policy and IDEC and AAC Terms of Reference will be posted to the Town of Amherst website.

ALTERNATIVES:

- 1 Decline making the amendments.
- 2 Refer back for further revisions.

ATTACHMENTS:

- Amherst Youth Town Council Policy with amendments
- Inclusion, Diversity and Equity Terms of Reference with amendments
- Accessibility Advisory Committee Terms of Reference with amendments

Report prepared by: Natalie LeBlanc, Municipal Clerk
Report and Financial approved by:



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

APPROVAL DATE: September 25, 2023

CAO Signature: _____

POLICY STATEMENT

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

PURPOSE:

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

ROLE OF YOUTH COUNCIL:

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

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

MEMBERSHIP:

1. The Town of Amherst is an inclusive and equitable organization. We value inclusivity & diversity in all areas of the workplace, including the Amherst Youth Town Council. We encourage membership from members of groups who are typically underrepresented and with historical and/or current barriers to equity.
2. The Council shall appoint members of the Amherst Youth Town Council by resolution.
3. The maximum number of appointees on the Amherst Youth Town Council is 15.
4. Members shall be students attending Amherst schools from grade 7 to 12 with a maximum of three members being residents of the Municipality of the County of Cumberland.
5. The term for citizen youth appointees shall be two years and members may be reappointed to the committee without limitations. Members who do not complete their two-year term may be replaced, with their replacement finishing their term and eligible for reappointment without limitations. Citizen appointee terms shall commence in September of each year.
6. By April of each year, advertisement for expression of interest will be posted using appropriate media to reach youth. Council will appoint members for the new term in June of each year. Members will convene in September of each year.

MEETINGS:

1. Meetings will be scheduled by the *Junior Mayor*, in consultation with staff and fellow members. Meetings will be held at an accessible location as determined by the Junior Mayor and Staff.
2. The committee will meet bi-monthly or as required. Each month a member of the Amherst Youth Town Council will attend an Amherst Town Council regular meeting and provide a report on the activities of the month.
3. All meetings are open to the public. If local organizations wish to present to the Amherst Youth Town Council, they must previously inform the elected Junior Mayor of their presentation plans.

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

- All meetings of the Amherst Youth Town Council are mandatory. If a member is unable to attend, they are required to notify a member of the executive committee if they are to miss a meeting. If two meetings are missed without regrets sent, the committee will discuss attendance improvement for that individual. If further action is required it will be brought to the Amherst Town Council for review.

PARTICIPATION ON TOWN COMMITTEES:

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

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

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Change the number of appointments from 12 to 15, and minor housekeeping amendments.	Director, Community Living, Bristol	Council	September 25, 2023

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

TITLE: ACCESSIBILITY ADVISORY COMMITTEE TERMS OF REFERENCE
SECTION: EXECUTIVE OPERATIONS
POLICY NO: 10350-30

1.0 BACKGROUND

Under the Nova Scotia Accessibility Act (NSAA), the Town of Amherst is required to appoint an Accessibility Advisory Committee to provide input on accessibility matters within the Town of Amherst.

2.0 PURPOSE

The Accessibility Advisory Committee (“Committee”) assists Town Council (“Council”) in fulfilling its responsibilities relating to identifying, preventing and eliminating barriers to people with disabilities in municipal programs, services, initiatives and facilities. The Committee plays a pivotal role in helping the Town of Amherst become a barrier-free community and ensuring obligations under *An Act Respecting Accessibility in Nova Scotia* (2017) are met, and to assist in creating a community of wellbeing.

3.0 DEFINITIONS

- 3.1 The definitions in the Nova Scotia Accessibility Act will supersede any and all definitions in this policy.
- 3.2 Barrier means anything that hinders or challenges the full and effective participation in society of persons with disabilities, including a physical barrier, an architectural barrier, an information or communication barrier, an attitudinal barrier, a technological barrier, a policy or a practice.
- 3.3 Council means the Town Council for the Town of Amherst.
- 3.4 Disability includes a physical, mental, intellectual, learning or sensory impairment, including an episodic disability, that, in interaction with a barrier, hinders an individual’s full and effective participation in society.

4.0 POLICY

4.1 Role

The Accessibility Advisory Committee shall:

- 4.1.1 Advise Council on the preparation, implementation, and effectiveness of its accessibility plan. In accordance with the Accessibility Act, the plan must include:
 - i. a report on measures the municipality has taken and intends to take to identify, remove, and prevent barriers
 - ii. information on procedures the municipality has in place to assess the following for their impact on accessibility for people with disabilities:
 - any proposed policies, programs, practices, and services
 - any proposed enactments or by-laws
 - iii. any other prescribed information

TITLE: ACCESSIBILITY ADVISORY COMMITTEE TERMS OF REFERENCE
SECTION: EXECUTIVE OPERATIONS
POLICY NO: 10350-30

- 4.1.2 Review and update its accessibility plan at least every three years, in accordance with the Act.
- 4.1.3 Consult with the community on accessibility in the Town of Amherst.
- 4.1.4 Advise Council on the impact of Town of Amherst policies, programs, and services on people with disabilities.
- 4.1.5 Review and monitor existing and proposed Town of Amherst bylaws to promote full participation of people with disabilities, in accordance with the Act.
- 4.1.6 Identify and advise on the accessibility of existing and proposed municipal services and facilities.
- 4.1.7 Advise and make recommendations about strategies designed to achieve the objectives of the Town's accessibility plan.
- 4.1.8 Receive and review information from Council and its committees, and make recommendations, as requested.
- 4.1.9 Monitoring federal and provincial government directives and regulations.

4.2 Membership

- 4.2.1 In accordance with the Act, at least half of the committee membership must be people with disabilities or represent organizations that represent people with disabilities with preference for the former.
- 4.2.2 All members must adhere to and abide by the Code of Ethics Policy, Policy #04000-12.
- 4.2.3 When making appointments to the Committee, Council will give consideration to representation from different sectors of the community.
- 4.2.4 Appointees shall possess knowledge and understanding of accessibility related issues and services currently being provided by the community. Appointments shall be approved by Council annually at their October meeting.
- 4.2.5 The Committee shall have **up to 9** voting membership that includes:
 - a) 2 Town of Amherst Council members
 - b) 6 community members
 - c) **1 Amherst Youth Town Council member as appointed by Council**
- 4.2.6 Non-voting members shall include:
 - a) Municipal Accessibility Coordinator – Town of Amherst staff

TITLE: ACCESSIBILITY ADVISORY COMMITTEE TERMS OF REFERENCE
SECTION: EXECUTIVE OPERATIONS
POLICY NO: 10350-30

4.3 Terms of Appointment

- 4.3.1 The initial appointments will be for one-year terms, ~~as a transitional measure, and subsequent appointments will have three members for a one-year term and four members for a two-year term~~ with further appointments made for up to two years to ensure knowledge is retained on the Committee. AYTC members may be one or two year terms.
- 4.3.2 The Town of Amherst Council members shall be appointed annually by Council.
- 4.3.3 The Town of Amherst Accessibility Coordinator, and the Secretary of the Committee shall be employees of the Town of Amherst and appointed by the Chief Administrative Officer.
- 4.3.4 The Chair and Vice Chair shall be elected annually by the Committee, and the Chair shall be a Town of Amherst Council member.

5. OTHER

- 5.1 The Committee shall meet at least quarterly but may meet more frequently, as required.
- 5.2 Meetings of the Committee shall be open to the public; however, they are subject to the provision of Section 22 of the Municipal Government Act with respect to closed meetings.
- 5.3 The Committee provides open avenues of communication to stakeholders and Council.
- 5.4 The Committee may establish Working Groups to explore specific issues related to the accessibility plan and/or to other responsibilities. Members of the Working Group may consist of additional members of the community.
- 5.5 Meetings shall convene at 4:00 pm on the day selected, unless otherwise specified.
- 5.6 The Committee and its members shall follow the rules of order, as set in the Proceedings of Council Policy, Policy #10350-24.

6. TERMS OF REFERENCE REVIEW

- 6.1 The Committee will review its terms of reference annually and make any recommendations to Council, as the Committee deems appropriate.

TITLE: ACCESSIBILITY ADVISORY COMMITTEE TERMS OF REFERENCE
SECTION: EXECUTIVE OPERATIONS
POLICY NO: 10350-30

7. REFERENCES

7.1 Bill NO. 59 – Accessibility Act, Chapter 2 of the Act of 2017.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Clerk	Schedule meetings, review Terms of Reference, advertise for citizen members
Council	Appoint Council and citizen members to the Committee, consider recommendations from the Committee
CAO	Appoint non-voting staff members to the Committee
Director, Community Living	Adhere to the strategy, make recommendations to Council when required

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Add a provision to appoint an Amherst Youth Town Council member to the Committee, change length of appointments, remove requirement that the Chair be a Town of Amherst Councillor	Clerk, LeBlanc	Council	

Minutes reference date: February 24, 2020

TITLE: Inclusion, Diversity and Equity Committee Terms of Reference
SECTION: Executive Operations
POLICY NO: 10350-31

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

1.0 PURPOSE

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

2.0 MANDATE

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

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

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

3.0 MEMBERSHIP

The membership of the Committee will be as follows:

- a. Voting Members:
 - i. Two (2) Councillors;
 - ii. Up to 5 Town of Amherst residents
 - iii. **A member of the Amherst Youth Town Council as appointed by Council**

TITLE: Inclusion, Diversity and Equity Committee Terms of Reference
SECTION: Executive Operations
POLICY NO: 10350-31

- b. Non-voting Members:
 - i. ~~Two Municipal staff, appointed by Council;~~ **Town staff as determined by the Chief Administrative Officer**
 - 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~~ **elected by the Committee at the first meeting of each calendar year.**
- 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. Citizen **and AYTC 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.

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10.0 ABSENTEEISM

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

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Clerk	Schedule meetings, review Terms of Reference
Council	Appoint Council and citizen members to the Committee, consider recommendations from the Committee
CAO	Appoint non-voting staff members to the Committee
Director, Community Living	Adhere to the strategy, make recommendations to Council when required

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Add a provision to appoint a member of the AYTC, change how staff are appointed to the Committee, and how the Chair and Vice Chair are elected	Clerk, LeBlanc	Council	

Minutes reference date: 2021 August 4

SYNOPSIS

Proceedings of Council Policy Amendments

The Proceedings of Council Policy sets out the requirements for the conduct of meetings.

Staff recently participated in a Rules of Order and Meeting Processes workshop hosted by the Nova Scotia Association of Municipal Administrators. During the workshop it was realized that some of our meeting processes should be updated to reflect the current rules. The Proceedings of Council Policy is recommended to be amended to reflect these changes.

Amendments include:

1. The Chair of the meeting will ask for errors in the minutes of the previous meeting(s). If there are none, the minutes will be accepted rather than approved. No motion is required.
2. In camera sessions will now be referred to as closed sessions.
3. If after asking for nominations for an appointment there are no further nominations, the Chair or the Clerk will declare nominations closed rather than call three times for further nominations.
4. When the meeting agenda is complete, the Chair will declare the meeting adjourned. No motion is required.

MOTION:

That Council approve of the amendments to the Proceedings of Council Policy #10350-24.



AMHERST TOWN COUNCIL

RFD# 2023142

Date: November 27, 2023

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Natalie LeBlanc, Municipal Clerk

DATE: November 27, 2023

SUBJECT: Proceedings of Council Policy Amendments

ORIGIN: Changes to meeting procedures

LEGISLATIVE AUTHORITY: MGA 23(1) The council may make policies (a) respecting the date, hour and place of the meetings of the council and the notice to be given for them; and (b) regulating its own proceedings and preserving order at meetings of Council.

RECOMMENDATION: That Council approve of the amendments to the Proceedings of Council Policy #10350-24.

BACKGROUND: The Proceedings of Council Policy sets out the requirements for the conduct of meetings. Staff recently participated in a Rules of Order and Meeting Processes workshop hosted by the Nova Scotia Association of Municipal Administrators. During the workshop it was realized that some of our meeting processes should be updated to reflect the current rules. It is being recommended that the Proceedings of Council Policy be amended to reflect these changes.

DISCUSSION: Amendments include:

1. The Chair of the meeting will ask for errors in the minutes of the previous meeting(s). If there are none, the minutes will be accepted rather than approved. No motion is required.
2. In camera sessions will now be referred to as closed sessions.
3. If after asking for nominations for an appointment there are no further nominations, the Chair or the Clerk will declare nominations closed rather than call three times for further nominations.
4. When the meeting agenda is complete, the Chair will declare the meeting adjourned. No motion is required.

FINANCIAL IMPLICATIONS: There are no financial implications to amending this policy.

COMMUNITY ENGAGEMENT: There has been no community engagement. If Council approves the amendments the policy will be available on the Town of Amherst website.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications.

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications





AMHERST TOWN COUNCIL

RFD# 2023142

Date: November 27, 2023

ALTERNATIVES:

- 1- Approve the policy with the amendments as presented
- 2- Approve the policy amendments with alternative language

ATTACHMENTS: Proceedings of Council Policy with amendments

Report prepared by: Natalie LeBlanc, Municipal Clerk
Report and Financial approved by:



TITLE: Proceedings of Council Policy
SECTION: Executive Operations
POLICY NO: 10350-24

APPROVAL DATE: _____

CAO Signature: _____

General

1. The procedural requirements in this Policy are intended to complement and supplement, and not to replace, the requirements contained in applicable municipal legislation. Authority to enact this policy is under Section 23(1)(a) and (b) of the *Municipal Government Act*. The rules of order set out in this policy shall apply to all Town committees and commissions.

Definitions

2. In this Policy, unless the context otherwise requires,
 - (a) “business day(s)” means a day when the Town of Amherst office is open for business;
 - (b) “Chair” means the presiding officer;
 - (c) “Council” means the Council of the Town of Amherst;
 - (d) “Council Member(s)” include(s) the Mayor unless the context indicates otherwise;
 - (e) “majority” means more than one half of those present, unless the context indicates otherwise.
 - (f) “Consent Agenda” means routine items or non -controversial items that are listed under the Consent Agenda section of the Agenda.

Time, Place, Date and Notice of Meetings of Council and Committee of the Whole

3. Unless otherwise specified pursuant to section 5, regular meetings of Council shall be held:
 - (a) In Council Chambers, Dominion Public Building, 98 Victoria Street, Amherst.
 - (b) On the fourth Monday of every month except that there shall be no regular meeting during the months of July and August.
 - (c) Commencing at 6:00 PM and concluding not later than 8:00 PM.
 - (d) Public hearings will be scheduled as required.
 - (e) Council members must attend Council meetings in person, or if requested in advance to the Clerk, for a valid reason, one or more Council members may appear at a meeting by videoconference.
 - (f) Council members attending a meeting by videoconference shall be considered present at the meeting. If a Council member becomes disconnected from the meeting due to technical problems or other reasons, the Council member shall notify the Clerk as soon as possible. The minutes will reflect that the member be considered to have left the meeting at the time of disconnection, unless they are able to rejoin and that shall be recorded.
 - (g) Council meetings will be recorded and live-streamed. Should technical difficulties arise, and livestream not be enabled or if livestreaming is not possible, the meeting will continue as scheduled. If a recording of the meeting is available it will be posted to the Town of Amherst website the day following the meeting.
4. Unless otherwise specified to section 5, regular meetings of Committee of the Whole shall be held:

TITLE: Proceedings of Council Policy
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POLICY NO: 10350-24

- (a) In Council Chambers, Dominion Public Building, 98 Victoria Street, Amherst;
- (b) On the third Monday of every month except that there shall be no regular meeting during the months of July and August;
- (c) Commencing at 4:00 PM and concluding not later than 6:00 PM, unless unanimously agreed to by Council to continue past 6:00 PM.
 - i. Should there remain unfinished business on the agenda, the meeting shall be adjourned and a date and time for a continuation meeting will be set when the balance of the business on the agenda shall be addressed.
- (d) Council members must attend Committee of the Whole meetings in person, or if requested in advance to the Clerk, for a valid reason, one or more Council members may appear at a meeting by videoconference.
- (e) Council members attending a meeting by videoconference shall be considered present at the meeting. If a Council member becomes disconnected from the meeting due to technical problems or other reasons, the Council member shall notify the Clerk as soon as possible. The minutes will reflect that the member be considered to have left the meeting at the time of disconnection, unless they are able to rejoin and that shall be recorded.
- (g) Committee of the Whole meetings will be recorded and live-streamed. Should technical difficulties arise, and livestream not be enabled or if livestreaming is not possible, the meeting will continue as scheduled. If a recording of the meeting is available it will be posted to the Town of Amherst website the day following the meeting.

5. Requirements for Virtual Attendance

- (a) A Council or committee member may request in advance to join a meeting electronically. The reason for the request shall be communicated to the Clerk at the time of the request and is subject to review. Attendance shall be reviewed quarterly.
- (b) All participants must have access to the necessary equipment for participation. A right of membership is participation; therefore, the technology used must be accessible to all members to be included in the meeting. All rules pertaining to in-person Council or Committee of the Whole meetings apply equally to electronic meetings, for example, notice, pre-meeting package requirements, quorum, minute-taking, voting, confidentiality requirements, etc.
- (c) Participants are to login 10 minutes before the scheduled meeting time to resolve any technical issues before the meeting starts.
- (d) During ~~In-Camera~~ **closed** sessions, all meeting participants must ensure they maintain complete privacy in their off-site meeting space. This will ensure all discussions are kept confidential and are only heard by those invited to and attending the meeting.
- (e) All provisions and policy related to ~~in-camera~~ **closed** meetings and conflict of interest will apply equally for all electronic meetings.

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Subject to any conditions or limitations provided for under the Act, Regulations, Bylaws or this Policy, a Council member who participates in a meeting through electronic means shall be deemed to be present at the meeting and will be recorded as in attendance at and part of the quorum of the meeting.

6. Regular meetings of Council or Committee of the Whole may be rescheduled, relocated or cancelled:
 - (a) By resolution of Council at a previous meeting three or more days in advance of the additional or special meeting;
 - (b) By resolution of Committee of the Whole at a meeting three or more days in advance of the additional or special meeting; or
 - (c) By the Chief Administrative Officer on behalf of the Mayor, owing to unforeseen circumstances, provided the Mayor believes that the majority of Council Members would support such a step.

7. Additional or special meetings of Council or Committee of the Whole may be convened
 - (a) By resolution of Council at a previous meeting three or more days in advance of the additional meeting;
 - (b) By resolution of Committee of the Whole at a meeting three or more days in advance of the additional or special meeting; or
 - (c) By the Chief Administrative Officer on behalf of the Mayor, owing to unforeseen circumstances provided the Mayor believes that the majority of Council Members would support, or are requesting, such a step.
 - (d) Business conducted at a special meeting must conform to what is specified in the call of the meeting.

8. Specific notice to Council Members and to the public need not be provided of
 - (a) Meetings held pursuant to section 3 or 4; or
 - (b) Meetings held pursuant to subsection (a) and (b) of section 5 or 6; but, subject to any statutory relaxation of notice requirements, three days' notice shall be specifically provided for other meetings to Council Members in the manner described in section 9 and to the public in the manner described in section 10.

9. Within 30 days following the first meeting of Council after a municipal election or by-election:
 - (a) The CAO shall provide a cellular phone to each Council Member which the Council Member will check at least once per day; and
 - (b) The CAO shall provide an electronic email address to each Council Member, and the Council Member will check at least once per day;

10. Subject to section 7, notice of meetings shall be provided by electronic mail to each Council member through the Town electronic mail address as provided in section 8.

11. Subject to section 7, notice of meetings shall be posted on the Town's website, a "Notice of Council Meeting" containing the time, date and place of the meeting.

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Conduct of Meetings

12. It shall be the duty of the Chair to:

- (a) Open the meeting of Council by taking the chair and calling the Council Members to order;
- (b) Receive and submit to Council motions properly presented by a Council Member;
- (c) Put to a vote a question which is regularly moved and seconded or necessarily arising in the course of the proceedings and to announce the result of the vote.
- (d) Decline to put to a vote, a motion which infringes upon the rules of procedure;
- (e) Restrain the Council Members, when engaged in debate, within the rules of conduct of debate;
- (f) Enforce on all occasions, the observance of order and decorum;
- (g) Call by name any Council Member persisting in a breach of the rules of order of Council thereby ordering him or her to vacate the Council Chambers;
- (h) Inform the Council when necessary, or when referred to, on a point of order;
- (i) Permit the Chief Administrative Officer to speak on any point upon request;
- (j) Permit proper questions to be asked through the Chair or any official or employee of the Town of Amherst, to provide information to assist any debate;
- (k) Declare a meeting dissolved if no quorum has been achieved within 15 minutes of the scheduled meeting time; and
- (l) Adjourn the meeting when the business is concluded or, when an adjournment time has been set and approved by majority vote or when the adjournment time has been reached, except when it is extended by unanimous consent.

Council Agenda

13. All items appearing on the Council agenda will only consist of items that have been:

- (a) Recommended or referred to Council by motion through either Committee of the Whole or a committee of Council;
- (b) Placed on the agenda by Council through a motion or notice of motion at a previous meeting;
- (c) Submitted by a member of Council prior to the issuing of the final agenda;

14. Consent Agenda – Regular Meetings of Council

- (a) Subject to subsection (b), the Consent Agenda may contain routine or non-controversial items;
- (b) The following matters shall not be set on the Consent Agenda:
 - i. Second Readings of by-laws and land use bylaws, including any amendments
 - ii. Policies
 - iii. Planning documents as defined by the Municipal Government Act;
 - iv. Development agreements, including any amendments thereto;
 - v. Appeals;
 - vi. Motions of rescission, or motions requiring a 2/3 vote of Council;
 - vii. ~~In-Camera~~ Closed session matters; and
 - viii. Late or added items to the agenda

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- (c) After the Consent Agenda motion has been duly moved and seconded, any member may move that an item be removed from the Consent Agenda, with no seconder, the motions shall be granted as of right.
 - (d) During the consideration of the motion to approve the Consent Agenda, there shall be no discussion or debate on the specific items contained therein.
 - (e) The Chair shall clarify the items that remain on the Consent Agenda, before a vote shall be taken.
 - (f) The vote on the Consent Agenda shall require a majority vote of the Council Members present.
 - (g) Items listed under the Consent Agenda are deemed approved when the vote as described in subsection (f) is passed.
 - (h) An item removed during the Consent Agenda, will be dealt with where it has been placed on the agenda.
15. Except for matters arising from correspondence, committee or other reports, agenda items, or notices of motion or other material circulated to Council Members on or before the business day before the meeting, and except for matters arising from an ~~in-camera~~ **closed session** meeting, no motion committing the Town of Amherst to the expenditure of funds shall be accepted by the Chair for the consideration of Council except with the unanimous consent of Council Members present.
16. Preliminary Council agendas will be issued by 4:30 PM on the Thursday preceding the regularly scheduled meeting.
17. Final Council agendas will be issued by noon on the day of the meeting.
18. Items included on the Council agenda will include a copy of the motion to be made when the item arises on the agenda.
19. Copies of the agenda and supporting documentation will be made available to the public in electronic format by 9:00 AM the day of the meeting except for the supporting documents related to matters to be dealt with in ~~camera~~ **a closed session**.
20. At Council meetings, unless a majority consents to a different order for the meeting, Council shall conduct business in the following order:
- (a) Call to Order
 - (b) Territorial Acknowledgement
 - (c) Presentations
 - (d) Approval of agenda
 - (e) Consent Agenda
 - (f) ~~Approval~~ **Acceptance** of minutes from the previous meetings **(no motion required)**
 - (g) Requests for Decision
 - (h) Information / Discussion Items
 - (i) Internal Committee Reports
 - (j) External Committee Reports
 - (k) Adjournment **(no motion required)**

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21. Councillors who have been appointed to outside Boards and Agencies shall provide a written report to the Council to be included in the agenda package. Recognizing that such reports provide Council with the ability to make informed decisions, reports may contain such elements as:
- (a) The date the meeting was held;
A review of the key issues or discussion points covered that have an impact on the Town;
 - (b) Information and decisions that may impact a current Council position, or future Council course of action;
 - (c) A summary of the organization's key operations and events.

Committee of the Whole Agenda

22. The Committee of the Whole will meet for the purpose of discussion and possible referral to Council and no formal decisions will be made by Committee of the Whole, except to the extent that Committee of the Whole is specifically designated bylaw, policy or delegated by a resolution of Council as having the authority to make a decision.
23. Items appearing on the Committee of the Whole agenda will only consist of items as follows:
- (a) Placed on the agenda by Council or Committee of the Whole through a motion or notice of motion from a previous meeting;
 - (b) Submitted by a member of Council prior to the issuing of the final agenda;
 - (c) Staff reports;
 - (d) Items from the administration requiring a decision or direction;
24. Consent Agenda – Committee of the Whole
- (a) Subject to subsection (b), the Consent Agenda may contain routine or non-controversial items;
 - (b) The following matters shall not be set on the Consent Agenda:
 - i. Policies
 - ii. Planning documents as defined by the Municipal Government Act;
 - iii. Development agreements or any amendments thereto;
 - iv. Motions of rescission, or motions requiring a 2/3 vote of Council;
 - v. ~~In Camera~~ Closed session matters; and
 - vi. Late or added items to the agenda
 - (c) After the Consent Agenda motion has been duly moved and seconded, any member may move that an item be removed from the Consent Agenda, with no seconder, the motions shall be granted as of right.
 - (d) During the consideration of the motion to approve the Consent Agenda, there shall be no discussion or debate on the specific items contained therein.
 - (e) The Chair shall clarify the items that remain on the Consent Agenda, before a vote shall be taken.
 - (f) The vote on the Consent Agenda shall require a majority vote of the Council Members present.

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- (g) Items listed under the Consent Agenda are deemed approved when the vote as described in subsection (f) is passed.
 - (h) An item removed during the Consent Agenda, will be dealt with where it has been placed on the agenda.
25. Preliminary Committee of the Whole agendas will be issued by 4:30 pm on the Thursday preceding the regularly scheduled meeting.
26. Final Committee of the Whole agendas will be issued by 10:00 am on the day of the meeting.
27. Items included on the Committee of the Whole agenda will include a copy of the motion to be made when the item arises on the agenda.
28. Copies of the Committee of the Whole agenda and supporting documentation will be made available to the public in electronic format by 10:00 AM the day of the meeting, except for the supporting documents related to matters to be dealt with in ~~camera~~ a closed session.
29. At Committee of the Whole meetings, unless a majority consents to a different order for the meeting, Council shall conduct business in the following order:
- (a) Call to Order
 - (b) Territorial Acknowledgement
 - (c) Approval of Agenda
 - (d) Consent Agenda
 - (e) Approval of Minutes
 - (f) Presentations
 - (g) Council Direction Requests
 - (h) Information / Discussion Items
 - (i) Monthly Departmental Reports
 - (j) Adjournment

Minutes

30. At regular meetings of Council, except when Council resolves to defer ~~approval~~ **acceptance** of minutes for a maximum of one additional meeting, the minutes of the last preceding regular meeting and subsequent special meetings shall be reviewed and after all necessary corrections and amendments have been made and the minutes ~~approved~~ **accepted**, the ~~approved~~ **accepted** minutes shall be entered in the minute book of the proceedings of Council and such entry shall conclusively constitute the minutes of Council.
31. The minutes shall be kept by the Clerk who may, in his or her discretion, appoint recording secretaries as appropriate
32. The Minutes shall:
- (a) Record the time when any Council Member joins or leaves a meeting which is in progress;

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- (b) Contain all resolutions, decisions by consensus and motions, with the name of the movers and seconders, and shall record the outcome of each vote;
- (c) Mention reports, petitions and other papers submitted to Council only by their respective titles, or a brief description of their contents.

Motions, Voting and Speaking

- 33. The Chair shall start every question properly presented to Council and before putting it to a vote, shall ask, "Is Council ready for the question" and if no Council Member offers to speak, the Chair shall put the question, after which no Council Member shall be permitted to speak upon it.
- 34. The usual form of voting shall be by the Chair calling for "yeas" and "nays", but any Council Member, before or after a voice vote can call for, and obtain through the Chair, a show of hands and any two Council Members can call for, and obtain through the Chair, a recorded vote with each Council Member's vote entered into the minutes.
- 35. A motion must be seconded and then repeated by the Chair or read aloud by the Chief Administrative Officer before it is debated. The Chair may direct that the motion be put in writing.
- 36. After reading of a motion by the Chair or Chief Administrative Officer, it shall be open for discussion.
- 37. A motion may at any time before the Council has voted on it be withdrawn by the mover with the consent of the seconder.
- 38. The Chair must vote and shall be deemed to have voted in the affirmative on any resolution unless the Chair indicates clearly it is voting in the negative.
- 39. When any question is before the Council, the only motions in order shall be:
 - (a) A motion in amendment of the original motion;
 - (b) A motion to refer the question, including the motion and amendment if one is moved, to any committee;
 - (c) A motion to defer the consideration of the question either indefinitely or to a specified time;
 - (d) A motion to close the debate at a specified time;
 - (e) A motion that the question be put to a vote;
 - (f) A motion to adjourn.
- 40. When any one of the motions mentioned in the next preceding section has been made as an amendment to the original motion, no other motion may be made as an amendment except to the original motion or to the amendment, except the following:
 - (a) To refer to a committee;
 - (b) To defer the consideration of the question;
 - (c) To close the debate at a specified time;
 - (d) That the question be put to a vote;
 - (e) To adjourn.

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Any of which may be moved either to the original motion or to the amendment of the original motion.

41. A motion:

- (a) That the debate be closed at a specified time; or
- (b) That the question be put to a vote,

Shall be put to a vote without further amendment or debate, but a motion that the question be put to a vote shall not itself be put to a vote until every Council Member who has not spoken on the question and claims a right to speak has been heard.

42. A motion that the question be put to a vote shall preclude all amendments to the main question until the motion is decided, and shall be put to a vote, without debate, in the following words: "That this question be put to a vote". If this motion is resolved in the affirmative, the original question shall be put to a vote immediately, without any amendment or debate, but if such motion is resolved in the negative, then the Council shall proceed to other business.

43. A motion to adjourn shall always be in order except in the following cases:

- (a) When a Council Member is in possession of the floor;
- (b) When the "yeas" and "nays" are being called;
- (c) While the Council Members are voting;
- (d) When the adjournment was the last preceding motion; or
- (e) **When the business of the agenda is completed, at which time the Chair shall adjourn the meeting.**

44. The following questions shall be decided without debate:

- (a) A motion to reconsider;
- (b) All motions as to priority of business or as to the suspension of the order of the day;
- (c) Applications to speak more than the prescribed number of times;
- (d) A motion to allow any person other than the Council Members or CAO to address the Council;
- (e) A motion to postpone to a specified time or day;
- (f) A motion to lay on the table when claiming a privilege over another person; and
- (g) A motion to adjourn.

45. Amendments shall be put in the reverse order to that in which they are moved. Every amendment submitted shall be decided or withdrawn before the main question is put to a vote. Only one amendment shall be allowed to an amendment and any further amendment must be to the main question.

46. Any notice of motion given by a Council Member for a subsequent meeting may, in the absence of the Council Member giving such notice, be taken up by any other Council Member.

47. Every Council Member, prior to speaking on any question or motion, shall indicate such and wait to be recognized by the Chair. When two or more Council Members wish to speak, the Chair shall recognize the first Council Member who, in the opinion of the Chair, indicated so first.

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48. No Council Member may speak more than twice, without the leave of Council, on any motion except to explain a misconception of his remarks, but the mover of a motion shall have the right to reply and sum up in closing the debate.
49. When a Council Member wishes to explain, the Council Member shall ask leave of the Chair, without further comment, and if permitted by the Chair, shall explain only an actual misunderstanding of language.
50. No Council Member shall speak more than two minutes upon any matter at one time, without the leave of Council.
51. If after asking for nominations once for an appointment and there are no further nominations, the Chair or the Clerk will declare nominations closed.
52. During a meeting Council may adjourn for short periods or move to another place, without ending the meeting.

Reconsideration

53. After any question has been decided in the affirmative, any Council Member who has voted in the affirmative, may, after the decision has been announced from the Chair but before adjournment of the meeting, give notice of an intention to move a reconsideration at the next meeting of the Council. The giving of such a notice operates as a stay or suspension of Council's decision.
54. Unless reconsideration is moved at the next meeting, the right of reconsideration shall be lost.
55. No discussion of the main question shall be allowed on the motion for reconsideration.
56. The following matters are not eligible for reconsideration:
 - (a) A motion approving the first or second reading of a bylaw enactment, amendment or repeal;
 - (b) A motion to decide upon a matter which was the subject of a statutory hearing by Council;
 - (c) A matter which has been reconsidered once; and
 - (d) A vote to reconsider.

Rescission

57. No motion to rescind any resolution of Council shall be made unless Notice of intention to move the same has been given at the regular meeting of Council just previous to that at which the same is moved.
58. A Notice of motion to rescind any previous resolution of the Council may be given by any member at any regular meeting of Council.

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59. When giving Notice of motion to rescind, the member shall provide a brief explanation of the reason for the Notice.
60. A Notice of motion to rescind shall be dealt with at the next meeting of the Council.
61. At such meeting, the giver of such Notice, or in the absence of the giver, any other member on the giver's behalf shall move the motion to rescind and shall briefly state the reasons therefore.
62. If the motion to rescinded is seconded the same becomes subject to debate according to the normal rules except that it may not be amended.
63. A motion to rescind requires the same vote as was required for the resolution which is subject to rescission. That is, if the resolution subject to rescission required a majority vote of Council the motion to rescind such resolution shall require a majority vote of Council.

Points of Order

64. It shall be the duty of the Chair, and the privilege of any Council Member, to call any Council Member to order, who violates any established rule or order. A point of order must be decided before the subject under consideration is proceeded with.
65. When a Council Member is called to order, the Council Member shall remain seated and silent until the point is determined, until called upon by the Chair to be heard on the point of order.
66. A point of order is not debatable amongst other Council Members, unless the Chair invites discussion in an effort to assist in making a ruling. Where the Chair permits discussion of a point of order, no Council Member shall speak more than once.
67. Decisions of the Chair on points of order or procedure, including an order expelling and excluding a person from the Council Chambers pursuant to sections 65 and 66, are not debatable but are appealable to Council by any Council Member. When an appeal is made from the decision of the Chair, the Chair shall simply put the question, "Shall the decision of the Chair be sustained?"
68. No Council Member shall use offensive or unparliamentary language or speak disrespectfully to or about anyone while in Council, or speak outside the parameters of the question in debate.
69. If a Council Member resists the rules of Council, willfully obstructs the business of Council or disobeys the decision of the Chair, or of Council on appeal, on any question of order or practice or upon the interpretation of the rules of Council after being called to order by the Chair or otherwise disrupts the proceedings of council, the Council Member may be ordered by the Chair to leave the Council Member's seat provided that a majority vote of Council shall be required to sustain the expulsion.
70. If the Council Member refuses to leave the Council Member's seat, the Chair may order the Council Member to be expelled and excluded from the Council Chambers.

TITLE: Proceedings of Council Policy
SECTION: Executive Operations
POLICY NO: 10350-24

71. Such Council Member may, by vote of Council, later in the meeting or at a subsequent meeting be permitted to re-enter Council Chambers and to resume participation in Council's business with or without conditions.
72. Persons who are not Council Members or officers or employees of the Town of Amherst shall observe silence and order in the Council Chambers, unless given permission to speak. Any such persons disturbing the proceedings of Council shall be called to order by the Chair, and, if they fail to comply, shall be ordered by the Chair to be expelled and excluded from the Council Chambers, provided that a majority vote of Council shall be required to sustain the expulsion.
73. Such member of the public may, by vote of Council, later in the meeting or at a subsequent meeting, be permitted to re-enter Council Chambers with or without conditions.
74. An order of the Chair to expel a person from the Council Chambers pursuant to section 68 of this Policy constitutes a direction from the Town of Amherst to leave the premises for purposes of the *Protection of Property Act* and other applicable laws.
75. If any question arises that is not provided for by applicable legislation or the foregoing rules, it shall be decided according to the ruling of the Chair, having regard to general principles of parliamentary procedure to the best of the Chair's ability but the Chair shall not be expected to conform its decisions with parliamentary procedure texts or precedents.
76. Any of the rules of order may be suspended in its operation by the unanimous consent of the Council Members present.

Presentations to Council

77. Persons wishing to make a presentation to Council shall write at least one week in advance of the next Committee of the Whole meeting to the CAO or the Clerk outlining their issue and the decision they wish Council to consider, and request to make a presentation.
78. The request will be added to the next Committee of the Whole agenda to be issued.
79. Committee of the Whole will discuss the matter when it appears on the agenda, and will determine if they wish to have the presentation at a future meeting.
80. The CAO or the Clerk shall advise the person or group requesting to make a presentation of the decision of Committee of the Whole including, if approved, the date and time of the presentation.
81. Presentations shall be limited to 15 minutes, unless Committee of the Whole determines a longer period of time is needed.

TITLE: Proceedings of Council Policy
SECTION: Executive Operations
POLICY NO: 10350-24

82. When a delegation is recognized and offered an opportunity to speak, the Mayor or Chairperson of the meeting will request the spokesperson to come forward from the gallery to present. Only one person shall be permitted to speak.
83. No debate or decision on the presentation will occur during the meeting in which the presentation is made, unless the item was previously an agenda item for that meeting.

Petitions

84. Persons wishing to present a petition to Council shall file a copy of the petition with the CAO before 12:00 noon on the Wednesday prior to the meeting of Council at which it is proposed to be presented.
85. The CAO shall circulate a copy of any such petition to each member of Council before the meeting at which it is proposed to be presented.
86. The body of the petition itself, excluding the list of names, shall, if determined by the Chairperson to be practical, be read by the CAO on behalf of the group supporting the petition.
87. No petition shall be presented which Council determines to contain impertinent or improper matter.
88. No persons shall be permitted to speak, whether supporting or opposing the petition, unless the petition comes up for discussion which shall be at the next regular meeting of Council unless Council decides according to the rules to hold a special meeting of Council for that purpose.

TITLE: Proceedings of Council Policy
SECTION: Executive Operations
POLICY NO: 10350-24

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Mayor/Council/CAO/ Committee Members	Adhere to the Policy
Municipal Clerk	Review the Policy as necessary to ensure content is relevant and accurate

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Remove date and time of when public hearings will be held, add Territorial Acknowledgement to the Committee of the Whole agenda, remove the requirement to end Committee of the Whole meetings at 6:00pm if unanimously agreed to by Council, remove the requirement to raise a hand to be recognized by the Chair, and remove the definition of committee.	Clerk, LeBlanc	Council	April 24, 2023
To remove the requirement to approve minutes, to have a motion to adjourn a meeting, change reference of in camera to closed session	Clerk, LeBlanc	Council	

Minutes reference date: 23 February 2015 22 June 2015 2019 January 2019 2020 November 23 2021 May 25
24 April 2023

SYNOPSIS

Capital Budget Amendments

This past summer the lighting over the stadium ice surface was replaced and the majority of the sidewalk on West Victoria Street from Hickman Street to Lusby Street was also replaced.

Both of these projects were to be paid for out of the operational budget. However, as they both involved replacing aging assets in poor condition with new, and the work involved was beyond the cost and scope of a typical operational repair, these projects should be reallocated to capital, and funded from capital from revenue and an Efficiency Nova Scotia rebate.

MOTION:

That Council approve of the amendments to the 2023/24 Capital Budget including \$21,100 for the West Victoria Street sidewalk, and \$19,900 for the replacement of the lighting over the stadium ice surface for a total of \$41,000 to be funded from capital from revenue Efficiency Nova Scotia rebate.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Aaron Bourgeois, Director of Operations

DATE: November 27, 2023

SUBJECT: Capital Budget Amendment

ORIGIN:

1. Stadium lighting- Failed light fixtures over the ice surface at the stadium.
2. West Victoria Street sidewalk - Condition of the West Victoria Sidewalk from Hickman Street to Lusby Street.

LEGISLATIVE AUTHORITY: MGA section 65.

RECOMMENDATION: That Council approve of the amendments to the Capital Budget including \$21,100 for the West Victoria Street sidewalk, and \$19,900 for the replacement of the lighting over the stadium ice surface for a total of \$41,000 to be funded from capital from revenue.

BACKGROUND:

1. Stadium lighting - There were several lights over the ice surface that had failed and staff were unable to source replacement fixtures as the existing lighting was obsolete. Nichent Energy had recently been awarded the lighting retrofit contract at the Amherst Fire Department and were asked if they could source replacement fixtures for the stadium. The lighting contractor suggested all of the lighting be replaced as there were significant Efficiency Nova Scotia energy rebates available. Nichent provided a proposal to complete the work that included significant rebates and ensured the work would be completed before the ice was installed. The lighting contract was awarded to Nichent and the new lights were installed.
2. West Victoria Street sidewalk - The replacement of the West Victoria Street sidewalk was included in the 2022/23 capital budget as part of a larger project to reconstruct the entire roadway. The project was contingent upon approval of an ICIP infrastructure grant however the grant application was not approved for funding. Many sections of the sidewalk were in poor condition and needed to be replaced, Public Works staff replaced all of the sidewalk sections that proposed a hazard to pedestrians.

DISCUSSION: All of the lights over the ice surface at the stadium have been replaced and the majority of the West Victoria Street sidewalk between Hickman and Lusby Street has been replaced. In both cases we have replaced aging assets in poor condition with new and the work involved was beyond the cost and scope of an operational repair. Therefore, the costs associated with these projects should be reallocated to capital.





AMHERST TOWN COUNCIL

RFD# 2023139

Date: November 27, 2023

FINANCIAL IMPLICATIONS: The \$41,000 to fund these 2 projects will come from capital from revenue. The net cost to the Town will actually be \$25,622 as the stadium lighting replacement received a \$15,378 efficiency Nova Scotia rebate.

SOCIAL JUSTICE IMPLICATIONS: Replacing sidewalks improves safety and accessibility for users.

ENVIRONMENTAL IMPLICATIONS: The new LED lighting over the ice surface at the stadium uses 80% less energy than the metal halide lights that were replaced.

COMMUNITY ENGAGEMENT: There is no community engagement required.

ALTERNATIVES: Do not reallocate the expenses to capital and leave the expenses in the operating budget.

ATTACHMENTS: None

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



SYNOPSIS

2024 Meeting Dates

The Town's Proceedings of Council Policy sets the third Monday of the month for Committee of the Whole. The Policy also permits the rescheduling of such meetings by resolution of Council.

In 2024, Heritage Day falls on Monday, February 19, and Victoria Day falls on Monday, May 20, our regular Committee of the Whole meeting days. Typically, Council will choose to reschedule by one day for minimal disruption.

MOTION:

That Council approve of changing the date of the February 2024 Committee of the Whole meeting date from Monday, February 19, 2024 to Tuesday, February 20, 2024 due to the Heritage Day holiday, and further change the date of the May 2024 Committee of the Whole meeting date from Monday, May 20, 2024 to Tuesday, May 21, 2024 due to the Victoria Day holiday.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Natalie LeBlanc, Municipal Clerk

DATE: November 27, 2023

SUBJECT: 2024 Meeting Dates

ORIGIN: 2024 Holidays

LEGISLATIVE AUTHORITY: Proceedings of Council Policy 10350-24

RECOMMENDATION: That Council approve of changing the date of the February 2024 Committee of the Whole meeting date from Monday, February 19, 2024 to Tuesday, February 20, 2024 due to the Heritage Day holiday, and further change the date of the May 2024 Committee of the Whole meeting date from Monday, May 20, 2024 to Tuesday, May 21, 2024 due to the Victoria Day holiday.

BACKGROUND: The Town's Proceedings of Council Policy sets the third Monday of the month for Committee of the Whole. The Policy also permits the rescheduling of such meetings by resolution of Council.

DISCUSSION: In 2024, Heritage Day falls on Monday, February 19, and Victoria Day falls on Monday, May 20, our regular Committee of the Whole meeting days. Typically, Council will choose to reschedule by one day for minimal disruption. That is the recommended option, however Council may reschedule any of these meetings to other dates at their discretion.

FINANCIAL IMPLICATIONS: There are no financial implications.

COMMUNITY ENGAGEMENT: The public and media will be notified of any changes.

ENVIRONMENTAL IMPLICATIONS: No environmental implications.

SOCIAL JUSTICE IMPLICATIONS: No social justice implications.

ALTERNATIVES: Council may choose any other dates to reschedule the meetings.

Report prepared by: Natalie LeBlanc, Municipal Clerk

Report and Financial approved by:



Synopsis

Appointment of Municipal Auditor

The Municipal Government Act, section 42 (1) requires council to appoint a municipal auditor who is registered pursuant to the Act to be the auditor for the municipality. The Audit Committee makes a recommendation to Council each year on the appointment of an auditor for the Town.

In December 2022, on the recommendation of the Audit Committee, Council appointed the chartered professional accountant firm Mclsaac Darragh Inc. to be the Town's municipal auditor for the fiscal year ended March 31, 2023, with the possibility of four (4) single year extensions to be reviewed and determined before March 31st of each fiscal year end.

The Town of Amherst Audit Committee met on November 21, 2023 and at that time, approved a motion to recommend that Council appoint Mclsaac Darragh Inc. as the municipal auditor for the Town for the 2023/24 fiscal year.

MOTION:

That Council appoint Mclsaac Darragh Inc. as the municipal auditor for auditing services for the 2023/24 fiscal year.



AMHERST TOWN COUNCIL

RFD# 2023146

Date: November 27, 2023

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Sarah Wilson, Director of Finance

DATE: November 27, 2023

SUBJECT: Appointment of Auditor

ORIGIN: Audit Committee and Annual Municipal Auditor Appointment.

LEGISLATIVE AUTHORITY: MGA Section 42(1) "The council shall appoint a municipal auditor who is registered pursuant to this Act to be the auditor for the Municipality."

RECOMMENDATION: That Council appoint Mclsaac Darragh Inc. as the municipal auditor for auditing services for the 2023/24 fiscal year, as recommended by the Town of Amherst Audit Committee.

BACKGROUND: In December 2022, on the recommendation of the Audit Committee, Council appointed the chartered professional accountant firm Mclsaac Darragh Inc. to be the Town's municipal auditor for the fiscal year ended March 31, 2023, with the possibility of four (4) single year extensions to be reviewed and determined before March 31st of each fiscal year end.

DISCUSSION: A memo to the Audit Committee was reviewed at a meeting on November 21st regarding the appointment of the municipal auditor for 2023/24. Further to this, a motion was passed that the Audit Committee recommended that Council appoint Mclsaac Darragh Inc. as the municipal auditor for auditing services for the 2023/24 fiscal year.

FINANCIAL IMPLICATIONS: The cost of auditing services for the 2023/24 fiscal year will be \$51,000 + HST divided between the General Operating and the Water Utility. This will be accommodated in the 2024/25 operating budgets.

COMMUNITY ENGAGEMENT: No community engagement is anticipated.

ENVIRONMENTAL IMPLICATIONS: No environmental implications are anticipated with this.

SOCIAL JUSTICE IMPLICATIONS: No social justice implications.

ALTERNATIVES: Refer back to the Audit Committee for an alternate recommendation.

ATTACHMENTS: None

Report prepared by: Sarah Wilson, Director of Finance

Report and Financial approved by:



MEMORANDUM

TO: Mayor Kogon and Members of Council

FROM: Councillor Leon Landry

DATE: November 27, 2023

SUBJECT: Poverty Reduction Advisory Committee Terms of Reference Amendments

Staff and I, as Chair of the Poverty Reduction Advisory Committee, have been working on amendments to the Committee's terms of reference to better reflect the ongoing needs of the Committee and the implementation of the recently adopted Poverty Reduction Action Strategy.

As per the Municipal Government Act this memo serve as notice to Council that the proposed amendments to the Poverty Reduction Advisory Committee terms of reference will be on the agenda of the December 18th, 2023 Council meeting. This issue will also appear on the Committee of the Whole agenda scheduled for 3 pm on the same date.

Nova Scotia Federation of Municipalities

Fall Conference Report

November 8th to 10th 2023

Mike Savage – Mayor of HRM (host city)

This has been quite a year with seasons of disasters for HRM. The one thing that keeps him awake at night is the housing crisis. Every green space in the city has tents for the homeless set up.

There are tents outside the hotel and 22 tents outside City Hall.

The wildfires were started by lightning strikes and then came the flooding. They are still fixing infrastructure damaged during the floods. Immediately contacted John Lohr to help HRM declare a State of Emergency.

John Lohr: Minister of Municipal Affairs and Housing

He commented on the value of the NSFM conferences and the collaboration between municipalities that attend these conferences.

There has been unprecedented growth in this province and our children no longer have to leave to find work. However, this growth has also brought significant challenges, including the need for more housing stock. There needs to be at least 40,000 new houses built province wide; backyard suites in neighbourhoods and land to put tiny homes or modular homes for healthcare works. The growth also shows the need for more healthcare capacity, schools and hard infrastructure like roads, water and sewer etc.

Bill 340, the Municipal Service Exchange Act is before the legislature now. He wanted to thank the municipalities for their support on this.

Kim Ramsey: President, Association of Municipal Administrators Nova Scotia

She is the CAO for East Hants. Our two groups have been working together for decades to make municipalities better. The CAOs are the trusted advisors for each community.

Peter Gregg: CEO of Nova Scotia Power (conference sponsor)

The corporation will work with communities to help build together. There was a lot of extreme weather this year. But their infrastructure is getting stronger to help communities make it through weather events. They want to help build sustainable and clean communities throughout the province.

Brenda Beaton Chisholm: President of NSFM

This has been a season of changes for NSFM. The new president has been elected by I-voting by elected officials across the province. There have been bylaw changes and working on the Municipal Exchange Agreement with the province.

November 6th to 12th is Municipal Awareness Week. The legislative work is now being done on Bill 340 the Municipal Service Exchange Agreement. The CBRM is now looking to become a separate unit like HRM.

Key Note Speaker: David Miller – former Mayor of Toronto

Local governments are Leading the Way!! Innovation happens every day at the municipal level. Build your community around transit, walking and cycling (not cars). A good community also needs social infrastructure; such as housing and jobs and heritage.

Make a climate plan with the citizens involved. The province and the Federal government want half emissions by 2030 and net zero by 2050. But we can formulate our own plan as a community and not wait for other levels of government to determine what we have to do.

Keep a lot of trees in the community for both shade and food for low income people. Make the municipal fleet electric. Bike racks everywhere. Taxis and Uber to be electric vehicles too. And make pedestrian streets in the downtown core.

Planning with equity: housing inclusive of all incomes within the community. Smaller homes or units for first time buyers. Extra mortgages to low income people with rules they cannot flip the units.

The 15 minute community: Having multiple complete neighbourhoods with everything that is needed (grocery store, banks, drug store, gardens etc...) Have areas that are tailored to culture and heritage. A small community that harnesses nature. Have people centred streets not car centred. New buildings that are energy efficient with a food source such as a garden for residents.

Climate Budgeting: Allow for climate considerations for all new builds and all aspects of planning and decision making. Financial and a carbon allocation for all new builds is needed.

Action For Housing: Michelle Way (Concurrent session)

The Department of Community Services helps to build public housing units across the province. There was a provincial needs assessment done with a year of work and data for all levels of government to access. This gives evidence based information for policy development on housing. If we increase the supply of housing; this will help to reduce the prices. There is a housing shortage all across the province. Our existing stock of units across the province is old and the shortage will only get worse if not addressed quickly. Many Nova Scotians are in difficult housing situations as the housing is not affordable anymore. The Province has a 5-year housing plan in place. We need 41,000 housing units across the province so our population can continue to grow.

Core Solution: Grow and sustain affordable housing is necessary. Deliver programs that citizens need for housing. There needs to be appropriate funding for groups that help with housing. There was \$2M set aside for Black led housing in the province.

Housing supply programs: The developers need to supply 20% of the equity as a forgivable loan and they need to have affordable units in their plans. There is also land for Housing programs where a team will assess the property for a development and the proposal needs to have affordable units.

Community Housing Acquisition Program: a non-profit can purchase a multi-unit building to add more affordable units into the program. There is up to \$10M loans to help conserve these units.

Backyard Suites: have citizens build onto their homes or on their property. This is a \$25,000 forgivable loan to help. This may be great for seniors to live next to someone.

Community Housing Growth Fund: This is a \$7M fund for non-profits only. This is funded through the CMHC programs.

Public Housing: the province will place 222 more units across the province.

Rent Supplement Programs: This is for people that are paying 50% or more of their income for rent. This can help combat homelessness. If they move the program will move with them.

Housing for Healthcare: There has been \$20M set aside for modular housing for healthcare professionals. There needs to be suitable municipal lands for this initiative.

Tiny House project: Right now this is going to work in HRM for people that spend more than 30% of their income on housing. DCS has set aside \$9.4M to help with this. These people will also receive wrap around supports for rent and work.

Pallet Housing: These are for single occupancy only and are used in emergency for rapid response. A village of pallet housing can be created with a community room built in the middle. There would also be a hygiene facility included.

Juanita Spencer: CEO of NSFM

There was a lot of work this year with the restructuring of the NSFM and a lot of files open and being worked on. Bill #329 was an overreach by the province to affect municipal autonomy. They were blindsided by this Bill. Bill #340 is still working its way through the legislature for the Municipal Service Exchange Agreement. The police file is very complex and there will be a provincial review done. EPR is now a formal piece of legislation for municipalities to decide on. Operation of the Sustainable Communities Challenge Fund: this is for local communities with projects that support reduced carbon. This program will be in place for the next 3 years. The Town of Amherst applied for the Flood Risk Mitigation project.

Michael Fenn: Hamilton, Ontario

The provincial – municipal relationship is always a work in progress. The relationship is necessary and important but inherently unequal. Most municipalities are taking on more responsibilities with limited finances. The communities take 60% of the infrastructure with 10% of federal assistance.

They went through the service exchange agreements in Ontario. Expansion of the role of the Mayors in Ontario. They did an audit of the big cities and ended up abolishing Peel municipality.

Mayor Hazel McCallum stated, “The feds have all the money, the province has all the power and the local governments have all the problems”. The federal government has the financial capacity, which was evident during the pandemic – they CAN find the money.

The municipalities are crucial to the provincial objectives, which includes housing. There should be many opportunities for collaboration.

Federation of Canadian Municipalities Report to NSFM:

The new president is Jeff Stewart from Nova Scotia. Housing is a priority that FCM is working on. They are also working on Extreme Weather Preparations funding and Climate Change Adaptation funding. The Municipal Growth framework will help bring new revenues to communities.

Asset Management Program for climate change adaptation.

Canadian Communities Building Fund Program goes directly to the community because we know where the funds are needed. FCM is trying to get this fund doubled.

We need new revenues for communities. All Canadians live in our municipalities. We work with our fellow Canadians every day. Councils get the work done and do not bicker like other levels of government across the aisle. It takes a lot of courage to run in a municipal election.

Minister John Lohr for the Province of Nova Scotia:

The municipalities provide essential services to communities. Bill #340 will help move money for priorities of the municipalities. We are in a housing crisis across the province with much more stock needed. The housing assessment was done with a lot of data needed for each area. We need 20,000 units in the short term across the province as soon as possible. The current pace of construction cannot keep pace with what is needed. We need to train more people in all trades to help get this done.

There needs to be better leverage of Public Housing for more density in municipalities. There was \$18M brought forward for homelessness programs. There are now 60 new winter shelters across the province – Amherst was mentioned. There has been an increase of 164 new shelter beds across the province in the past year. The extreme weather events over the past year has made the housing crisis worse – fires and flooding.

All levels of government have to work together to combat the crisis. The feds can bypass the province and pay the municipalities through the Housing Accelerator Fund. But this fund is better used urbanely and not rurally. We have new neighbours from all around the world to help build our communities.

Improving healthcare is a priority for the province. The recruitment of nurses and LPNs is a top priority. Also trying to reduce the pressure on ambulances with more people that can pick you up and drive you to the hospital if a medical professional is not needed immediately. The Your Health Nova Scotia app is new and for case management.

The Mass Casualty Commission Report: this continues to be worked on. Working on a response for victim bereavement and a policy for a National Alert Ready System. A gender based violence campaign is also being worked on. There will be a comprehensive review of policing done across the province.

The MOU has not been updated since 1995 so the new agreement should be good for all Nova Scotians with the goal of more support to municipalities and a review in 5 years.

The Municipal Code of Conduct is still being worked on. There were consultations held around the province. It should be ready for the NSFM conference November 2024.

Ministers Panel Discussions: Minister Lohr, Minister Tim Halmon Environment and Brad Johns of the DOJ.

Minister Tim Halmon: Environment

It values the province to work together with the municipalities. We are shifting to a circular economy with the EPR. We are partners in land protection for wellfields. Extreme weather events and climate change is the one thing that keeps us up at night. They deal with the devastating impacts of climate change. Land use planning principals are needed to help make sure that housing is not built in area of risk. Having to protect people, homes and areas is a priority. The coastline of the province also needs to be protected. We need to have green, safe, healthy and resilient communities to be prepared for extreme events. The Sustainable Communities Challenge Fund has been topped up by \$15M to take to 2028.

Minister Brad Johns: Department of Justice

Municipalities enjoy a good relationship with the DOJ. Public trust is good for policing services and public safety. They are still setting up the provincial police review. FOIPOP review is also happening with public consultation needed. Accessible Nova Scotia includes everyone every day and the DOJ is a partner in this. The NS Building Code regarding disabilities is also being worked on. A new department of Equity and Anti-racism has been added to the DOJ and will help municipalities that encounter this issue.

Premier Tim Houston arrived for a quick speech and then had to leave again.

He thanked us for our tremendous service to our communities. The province is looking at a growth of 5,000 people per year minimum and we had 38,000 this past year. Growth for the province is good but not without challenges such as housing, schools and healthcare. The people of this province make it special so we will overcome the challenges.

Zach Churchill: Leader of the Liberal Party

He was the past minister of municipal affairs and EMO. We have major day-to-day challenges; poverty, housing crisis, food insecurity and lowest wages in the country. Working families are struggling. There is also the climate change crisis. The lobster stock is down 27% and farmers are retiring faster than the next generation is willing to take over. The healthcare system is collapsing with the wait times and lack of doctors. Things in the world are changing too with several wars happening. However, there are also incredible opportunities in technology and innovation for our province. The housing crisis needs a war-like effort to combat through all levels of government.

Claudia Chendar – Leader of the NDP Party

Our faith is in the hands of the legislature with Bill #340. This sitting in particular will affect the lives of our constituents. Municipalities rely on the other levels of government for the tools they need. We have many issues including; childcare, wages, housing and climate change. The municipalities have been taking a lead on some of these issues instead of waiting for the province to pick up the ball. Housing is a provincial responsibility but the crisis continues while waiting for them to act. There is not enough consultation regarding this. Need 33,000 to be affordable at 30% of income.

Social Fabric Institute: Dr. Willow Anderson

We can learn from our ancestors the things we should be proud of with respectful relationships and being stewards of the land. Equity, Diversity and Inclusion needs to be a collective experience. Sometimes we can feel stuck and not know how to move forward. We have a lot of newcomers that we should focus on and not the past. Some of the most spoken languages in Nova Scotia besides English and French are Arabic, Mandarin, Hindi, Punjabi, and Mi'kmaq.

Practices: We need to have equity in employment practices. You need to tend to the cultures in advance of employment. Recruit into all levels of the hierarchy. You have to recognize the talent and not just tokenism. Lived experiences cannot be taught.

Cultural Audits: You have to have people disclose what community they belong to. The demographic makeup of the community will be created. Start with a baseline from the past and figure out where you are now.

Community Engagement and Partnerships: You need to prioritize those that are affected and then forge partnerships. Development of advisory committees will be important. What emotional context affects the advisory committee members? Acknowledge the unique perspectives of the group; including their histories, and lived experiences within the community. Create public awareness campaigns.

Postures: perfection can be paralyzing. You need to learn from first hand experiences. Always bring your best self forward. Practice accountability. Get comfortable with being uncomfortable because without this you are not learning.

Next Steps: Find community champions. The FCM has a new equity tool kit out in 2024. Experience EDI practices because making progress does not need a lot of money.

Safety Leadership: Our infrastructure is aging and climate change is offering greater pressure to protect and update physical assets. Our safety culture is what we do when nobody else is looking. Investing in employee safety is important. A workforce that is healthy and well is more productive. This is good for our employees, families and our communities. We must always continue to adopt a safety culture.

Both First Aid and Mental Health First Aid are important and there should be someone trained in both.

Make a commitment to safety and training. If necessary communities can collaborate in the safety training needed. Require all contractors to have safety COR training.

Mental Health: the construction industry has the highest rates of suicide with 4X the general population. Prevention is key because it can be a self medicating culture.

You need to be prepared to terminate the employees that will not follow the safety policies that are put in place and fight with any union that does not support the policies.

Emergency Preparedness: Panel

Wildfires: This past year has been challenging for the province. We had the Perfect Storm with not a lot of snow during the past winter or precipitation during the spring. The extreme temperatures in March and April along with the lightning strikes and wind – Boom a wildfire.

The survival and destruction of homes can be determined by landscaping practices; proximity of trees and length of driveways.

Community Assessments: Water supply and location is important. Access and egress from a location; landscaping and forest proximity; public sessions and social media are important tools. Always include critical infrastructure in the assessment as towns can burn down too. Renew the emergency plans regularly.

EMO: Jason Mew

Promote EMO planning and response. They will help review the plans made by communities. They help coordinate and support during an emergency. They also have training programs for planning and preparedness.

Our province has many risks that are similar to other areas. So we do not have to recreate the wheel with planning. Nova Scotia EMO will help coordinate the responses.

National Public Alert System: EMO manages and activates the alert system. Changes made to the system can be very difficult. RCMP and HRP are the only others that have access along with local EMO and the CAO of a community.

Red Cross: They can provide support to emergency personnel. They can help identify shelter sites if needed. They can do shelter surveys for capacity and amenities. This is best done in advance of a situation. Wheelchair access is important for shelters too along with washrooms and showers.

1-800-222-9597 for activation 24/7

Internal Report

Amherst Board of Police Commissioners

November 2023

The Amherst Board of Police Commissioners is scheduled to meet on Tuesday, November 28, 2023 at 3:00 p.m. in Town Hall Council Chambers.

Items on the agenda will include a Capital Budget memo, an update on the Armoured Vehicle Purchase, a memo regarding staff updates and the Chief's Report.

A full report will be provided at the December Council meeting.

Internal Committee Report

Audit Committee

November 2023

The Town of Amherst Audit Committee met on November 21, 2023 at 4:00 p.m. in Town Hall Council Chambers.

The Town's Director of Finance Sarah Wilson presented the Second Quarter Financial Report and the Capital Budget Actuals-to-Date.

A motion was passed that the Audit Committee recommends to Council the appointment of Mclsaac Darragh Inc. as the Municipal Auditor for the 2023-24 fiscal year.

Internal Report

Amherst Youth Town Council

November 2023

The Amherst Youth Town Council met on Wednesday, November 1st in the Amherst Regional High School Library. We discussed the Food Insecurity report that was presented to the council in June and efforts to move forward. We discussed the issue surrounding babysitting, specifically, childcare surrounding medical professionals moving to Amherst. Additionally, there was a motion to change the AYTC policy so that members of the youth council can be appointed to the Town of Amherst PRAC, IDE and Accessibility Advisory Committees. To close the meeting, we arranged for volunteers to attend the Town's winter events such as the light up, the parade and the Boston tree sendoff.

Our second meeting was on November 14th, again in the Amherst Regional High School Library. We requested a follow up to last year's Food Insecurity report, and noted the issue of needing an address to receive food from food banks which is an inclusivity issue for people who are homeless and need food donations, so therefore agreed that any donations gathered should possibly be offered to other organizations without this policy. We also brought up the childcare for medical professionals' idea from our last meeting for those who missed the last meeting, and talked about the report Junior Mayor Rowan Blanch sent to council.

At our last meeting we discussed the possibility of Youth Town Council Members to participate on committees in town to exchange ideas and information from a youth perspective. We discussed and members volunteered for which committees they would like to participate on. Rowan Blanch and Leah Brunt volunteered for PRAC, Kiahna Brennan and Ava Crocker volunteered for the IDE Committee, and Kennedy Allen and Leah Brunt volunteered for the Accessibility Advisory Committee. We reminded members of the winter events for the upcoming weekend and asked for volunteers to help out at each.

Our final discussion topic was about the youth summit we've been invited to on December 15th, and Junior Mayor Rowan Blanch asked the council the question of who planned on returning to Amherst after post-secondary education, no one planned on returning, and we discussed why that was and came to some conclusions on the topic.

Internal Committee Report

Accessibility Advisory Committee

November 2023

The Accessibility Advisory Committee met on Wednesday, November 15, 2023 at 6:00 p.m. in Town Hall Council Chambers.

Colleen Dowe with the Nova Scotia Community Health Board was in attendance to discuss with members how to encourage people of all ages and abilities to be more physically active in their communities, and what factors influence access.

The Community Well-Being Manager reviewed the report on Accessible Language, as well as the Annual Accessibility Report. A motion was passed that the Accessibility Advisory Committee recommend that the November 2023 Annual Accessibility Report be forwarded to Committee of the Whole.

Sharon Bristol informed the Committee that the Terms of Reference for an External Accessible Playground Committee is being drafted by staff and will be brought back to this Committee for review at their next meeting, scheduled for Wednesday, February 21, 2024 at 6:00p.m.

The Chair recognized the recent resignation of two citizens members from the Committee, and advised that staff will be advertising to fill these vacancies before the next meeting.

Internal Report

Inclusion, Diversity and Equity Committee

November 2023

Council recently appointed citizen members to the Inclusion, Diversity and Equity Committee. An orientation workshop is scheduled for this Committee on Wednesday, November 29, 2023 at 6:00 p.m.

Staff hope to schedule the next meeting before the Christmas holidays, and will further update Council at the December Council meeting.

Internal Committee Report

North Tyndal Wellfield Advisory Committee

November 2023

The North Tyndal Wellfield Advisory Committee met on Tuesday, November 14, 2023 at 4:00 p.m.

There was an election of Chairperson – Councillor Lisa Emery, Town of Amherst and Vice Chairperson, Councillor Rod Gilroy from the Municipality of Cumberland County.

Staff reviewed the Terms of Reference and the North Tyndal Wellfield Management Plan that explain how this Committee operates and how the wellfield is managed. Staff also gave a verbal update on the Distribution System, as well as the Challenge Fund Properties and Irving Land Trades

This Committee will meet again on Tuesday, January 16, 2024 at 4:00 PM.

External Committee Report

Cumberland Public Libraries

November 2023

DEIA overview of policies

The Board has started a review of Cumberland Public Libraries' (CPL) Personnel and Operational policies. CPL had an audit of all of our policies done through a Diversity, Equity, Inclusion, and Accessibility lens. This audit was conducted by Chrysalis Human Rights Agency and the library received a grant to cover the cost.

Rapid Test Still Available

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

Fundraising

CPL is hoping to engage in some fundraising activities in 2024 in an attempt to offset some of our impending deficit. Laura Teasdale wrote a play that she is providing for free to public libraries in Canada. She has indicated it could be used for fundraising purposes. One of our regular Amherst library patrons has donated paintings to be used in a possible auction. The library will be looking for volunteers to help us implement these fundraising activities.

Statistics

In the month of September, Cumberland Public Libraries signed out over 12,000 items, 5,280 items in Amherst alone. This includes books, movies, TV shows, magazines, e-books and more.

Also in September Amherst Library offered 21 in-person programs with 313 people in attendance. The Four Fathers Library had 1,793 in person visits.

Next Board meeting is scheduled for February 20, 2024.

External Committee Report

Cumberland YMCA

November 2023

Membership

We have 1449 Active Members. Our current promo is the first payment free when signing up for continuous membership.

12 Days of Fitness, allows people to enjoy 12 days free when they sign up for a continuous bi-weekly membership. This will run from November 27th – December 22nd.

Home for the Holidays will be offered from December 8 expiring on January 5. This offer is open to anyone home from school or visiting Amherst over the Holidays, they can come enjoy the Y for \$50.

Friday Night Fun Program

Friday Night Fun, in partnership with the Town of Amherst continues and there have been about 20-30 participants per group each night. The children are participating in swimming, crafts, and cooking activities.

Fitness

Live Well, a group exercise program that focuses on improving the physical and mental health of individuals with chronic conditions currently has 10 registered participants, with new inquiries daily. A second session will begin in January, in addition to the current program running.

Dance for Parkinsons program to begin at the YMCA in the New Year.

Aquatics

Our Fall Aquatics Programming, which included the following participant numbers, is starting to wrap up:

Group Lessons - 143 Participants

Private Lessons - 41 Participants

Intro to Comp - 3 Participants

Jr. Lifeguard - 24 Participants

Planning is underway for the Winter.

Bronze Star and Medallion Courses being offered ahead of the New Year, to start the recruitment process for new assistant lifeguards.

Philanthropy

Peace Week – November 19-25, 2023

YMCA Peace Week is a time when we celebrate the presence of peace in our communities, and reflect on the peace-building work that happens all year both inside and outside the YMCA.

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.

Since 1987, more than 1,900 individuals and groups across Canada have been recognized for their peacebuilding work with YMCA Peace Medals.

Christmas Trees for Communities

A new fundraiser this year, we are setting up Christmas Tree Lane on the front lawn. Local businesses and organizations can purchase a tree for \$100. Then everyone will be invited to come to the Y on the afternoon of December 1st and decorate their tree.

CNOY Launch Coming Soon

The YMCA of Cumberland has signed on to host the Coldest Night of the Year again this year. This event will be held on February 24th. A soft launch for teams and fundraising will be happening in November, more details are coming soon.

External Committee Report

Northern Region Solid Waste Resource Committee

November 2023

Provincial Updates

Extended Producer Responsibility (EPR)

- Staff recently received the registration/data collection file from Divert NS for EPR. The deadline to complete this file is January 1, 2024. Divert NS hosted a webinar to review the municipal registration process to assist municipalities in completing this file.

Northern Region

Councillor Eric Boutilier (Municipality of Colchester) assumed the role of Vice Chair for the Northern Region Committee.

The next scheduled meeting date for the Northern Region is December 15th.

External Committee Report

L.A. Animal Shelter

November 2023

In October the shelter adopted out 30 kittens, 7 dogs and 8 adult cats. We also had 10 cats returned for the Mama's Last Litter Program.

We are currently home to 63 kittens, 4 dogs and 20 adult cats.

Fundraising for the new building is progressing well and we are on track to begin construction in the spring. It looks like the Paws 'N Claus Gala will be sold out shortly. It promises to be a great event, with funds going towards the new building.

The shelter will also be attending several community events over the next few weeks to sell raffle tickets and our ever-popular calendar.

Plans are underway for several significant fundraising events for the new year.

External Committee Report

Cumberland Senior Safety Committee Report

November 2023

A meeting was held on Tuesday, November 21, 2023 at 1:30 via zoom.

The committee is working with the coordinator to plan the upcoming year of events and presentations throughout the County including Amherst. This will include Senior Safety Academies, lectures on wills and testaments and senior wellness events.

The coordinator has been actively helping people with all the government forms for assistance. Over the past couple of months she has handled 48 phone calls from town and another 32 from the county plus 24 email requests for information.

The coordinator did a presentation of all the grants available to seniors at the Pugwash Library on November 17th; and she has been asked to return to do this again some time.

There is a program called Santa for Seniors' being operated by the Cumberland YMCA that the coordinator is helping with.

There is work being done for a Senior's Expo in the new year too. This is still in the planning stages and we will have more information in the new year to share.

We are recruiting more members to the Cumberland Senior Safety Committee for the New Year.

The next meeting will be held In January of 2024.

External Committee Report

Cumberland Central Landfill Community Liaison Committee

November 2023

This committee met on Wednesday, November 22nd at 11:00 a.m. at NSCC Cumberland Campus in Amherst.

There have been several initiatives done by GFL over the past year, including: the new cover installation over the compost building – completed October 2023, the new transfer station for recycle is nearing completion – the building is up but needs an overhead door and electrical put in, the scale has been replaced, there has been the purchase of a new utility vehicle, and they have a new excavator with new buckets and a new (spare) leachate pump. They have invested a total of \$2M in the site in 2023.

Operations: The incoming material between January 1 and October 31, 2023

Waste:	9,631 Tonnes up nearly a thousand tonnes from last year.
Recycle:	2,165 tonnes
Organics:	3,678 tonnes
C & D:	4,440 tonnes
Asbestos:	529 up 105 tonnes
Contaminated soils:	651 tonnes
Septage:	5,629 tonnes

Recycling Audit: We received an audit report from Strum Consulting about recycling in Cumberland County including the town of Amherst. From the report the plastics has 44% contamination while the fibre has 11% contamination. Usually, the contaminate were other recycle materials either not cleaned properly or not separated for the dual stream collection.

The impacts of this contamination are significant. Material that is not properly sorted will end up in garbage, even if it is recyclable material. Imagine a can of tomato sauce put in with the paper products and was not cleaned first. The tomato sauce gets onto everything with the bag and then everything is now garbage. In the worst case scenario the entire load of recyclables will be rejected by the sorting place and the whole truck load ends up in the garbage.

Representatives for GFL will be in contact with the municipalities as well as the garbage haulers to discuss these results. They will be looking to see improvements in source separations between now and the end of the year. Starting in January they will start rejecting loads of recyclables if they see high levels of contamination. Part of this will be education and part will be enforcement at the curbside with red tagged recycle bags.

Dillon Engineering is hired in the Spring and the Fall to conduct ground and surface water monitoring, sampling and reporting. We meet when the reports are ready to come out. Dillon supplied the monitoring reports from the spring – May 2023. The fall monitoring event will be completed in late October 2023 and the results will be given to this committee in May of 2024.

Next meeting dates: May 15th 2024 and December 4th 2024.