



Town of Amherst
Regular Council Meeting
Agenda

Date: **Monday, April 22, 2024**
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/ACCEPTANCE OF MINUTES	
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8.	ADJOURNMENT	

**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: March 25, 2024
Time: 6:00 pm
Location: Council Chambers, Town Hall

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

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

1. CALL TO ORDER

Mayor Kogon called the meeting to order.

2. TERRITORIAL ACKNOWLEDGMENT

Mayor Kogon gave the Territorial Acknowledgement.

3. APPROVAL OF AGENDA/MINUTES

3.1 Approval of the Agenda

Moved By Councillor Baker

Seconded By Councillor Emery

To approve the agenda as circulated.

Motion Carried

3.2 Acceptance of Minutes - February 26, 2024

Mayor Kogon called for any errors or omissions in the minutes. There being none, the minutes of the February 26, 2024 meeting of Council were accepted as included in the agenda package.

4. REQUESTS FOR DECISION

4.1 Citizen Appointment to the Accessibility Advisory Committee

Moved By Deputy Mayor Fawthrop

Seconded By Councillor Emery

That Council reappoint Justin MacKay to the Accessibility Advisory Committee for a two-year term effective April 1, 2024 to March 31, 2026.

Motion Carried

4.2 Citizen Appointments to the Amherst Board of Police Commissioners

Moved By Councillor Davidson

Seconded By Councillor Baker

That Council reappoint Sandy Fairbanks to the Amherst Board of Police Commissioners for a one-year term effective April 1, 2024 to March 31, 2025, and that Council also reappoint Angela Ryan Bourgeois to the Amherst Board of Police Commissioners for a two-year term effective April 1, 2024 to March 31, 2026.

Motion Carried

4.3 Citizen Appointment to the North Tyndal Wellfield Advisory Committee
Moved By Councillor Emery
Seconded By Deputy Mayor Fawthrop
That Council reappoint Keith Thompson to the North Tyndal Wellfield Advisory Committee for a one- year term effective April 1, 2024 to March 31, 2025.

Motion Carried

4.4 Citizen Appointment to the Planning Advisory Committee
Moved By Councillor Chambers
Seconded By Councillor Davidson
That Council reappoint Jim Lamplugh to the Planning Advisory Committee for a two-year term effective April 1, 2024 to March 31, 2026.

Motion Carried

4.5 Citizen Appointments to the Poverty Reduction Advisory Committee and Inclusion, Diversity and Equity Committee
Moved By Councillor Landry
Seconded By Councillor Chambers
That Council appoint Mason Byer to both the Poverty Reduction Advisory Committee and the Inclusion, Diversity and Equity Committee, and appoint Cynthia Dyke to the Poverty Reduction Advisory Committee for one-year terms effective April 1, 2024 to March 31, 2025.

Motion Carried

4.6 Provincial Volunteer Awards Nominations
Moved By Deputy Mayor Fawthrop
Seconded By Councillor Chambers
That Council nominate Terry McManaman as the Amherst Volunteer of the Year, and Kiahna Brenna as the Youth Volunteer of the Year to be recognized at the Nova Scotia Ceremony.

Motion Carried

4.7 Basic Income Guarantee Resolution
Moved By Councillor Landry
Seconded By Councillor Davidson
That the Town of Amherst register the October 2022 letter of support for Basic Income Guarantee with Basic Income Nova Scotia to ensure our support is included with the other municipalities.

Motion Carried

4.8 12 Havelock Street Lease Renewal
Moved By Councillor Baker
Seconded By Councillor Emery
That Council approve the renewal of a 5-year lease agreement with the owner of 10 Havelock Street to lease a portion of the park space at 12 Havelock Street for purpose of a walkway and a ground sign, and authorize the Mayor and CAO to sign on the Town's behalf.

Motion Carried

THIS LEASE made this ___ day of _____, 2024 effective as of _____

BETWEEN:

TOWN OF AMHERST, a body corporate,
(herein called the "Lessor")

OF THE ONE PART

- and -

Kevin Nelson of the County of Cumberland, Province of Nova Scotia
(herein after called the "Lessee")

OF THE OTHER PART

WITNESSETH THAT:

1. In this Lease,

- (a) The "Lessor's Lands" means the lands of the Lessor situate at 12 Havelock Street, Amherst, Cumberland County, Province of Nova Scotia (PID No. 25028713);
- (b) "Demised Premises" means the lot of land forming part of the Lessor's lands known as PD 25028713, 12 Havelock Street, Amherst, County of Cumberland, Nova Scotia, and more particularly shown in Schedule "A" to this Lease;
- (c) "Lessor" means Town of Amherst, a body corporate;
- (d) "Lessee" means Kevin Nelson, owner of 10 Havelock Street, successors, assigns, servants, agents, licensees, workmen, contractors and guests;

DEMISE

- 2. In consideration of the rents hereby reserved and the covenants herein contained, the Lessor hereby leases to the Lessee the Demised Premises, for a term of five (5) years beginning February 1, 2024 and ending January 31, 2029 and upon agreement of both parties renewable for two five-year terms thereafter, for the following purposes:
 - (a) A six (6) foot wide walkway on the Demised Premises from the sidewalk on Ratchford Street to the side of the building located at 10 Havelock Street, the purpose of said walkway being to allow employees and patrons access to the said building.
 - (b) A ground sign in compliance with the Amherst Land Use Bylaw and no greater than eight (8) square feet in area located within ten (10) feet of said walkway to be used for the sole purpose of advertising the business located at 2 Ratchford Street, a tenant of the Lessee.

RENT

- 3. The Lessee shall pay to the Lessor as rent the sum of One Hundred and Twenty-Three Dollars (\$123) per year plus applicable Harmonized Sales Tax, payable yearly in advance from the date upon which the lease term commences.

The rent for any additional five year term shall be adjusted upward (but not downward) in an amount proportionate to the increase, if any, of the value of the Demised Premises as established by the "Consumer Price Index" published by Statistics Canada and compounded annually as appropriate.

LESSOR'S COVENANTS

- 4. The Lessor covenants with the Lessee as follows:
 - (a) The Lessor has good and marketable title to the Demised Premises and full and absolute right to lease the Demised Premises and so long as the Lessee is not in default of any of the terms of this Lease, the Lessee shall have the right to utilize the Demised Premises for employee and customer access to the building located at 10 Havelock Street;
 - (b) The Lessee may terminate this Agreement upon three (3) months' written notice given by the Lessee to the Lessor, provided however any rent paid in advance to the Lessor shall not be refundable to the Lessee;
 - (c) The Lessee may not sub-lease any portion of the land or sign to another party without written consent of the Lessor. Such consent may cause a change in the amount of rent paid by the Lessee to the Lessor.

LESSEE'S COVENANTS

- 5. The Lessee covenants with the Lessor as follows:
 - (a) The Lessee shall indemnify and save harmless the Lessor from and against all or any actions, claims or demands that may be lawfully brought against the Lessor by reason of anything done by the Lessee, its agents or contractors or anything placed on the Demised Premises by the Lessee its agents or contractors;
 - (b) Upon expiry or earlier termination of this Lease, and within three months thereafter, the Lessee shall remove the walkway and restore the Demised Premises to its original condition.
 - (c) The Lessee will promptly discharge any Mechanics Liens filed against the Demised Premises with respect to work done for the benefit of or at the request of the Lessee, provided that the Lessee may in good faith contest any lien in a court or tribunal having jurisdiction and, further provided that the entry into this Lease by the Lessor shall not constitute a consent by the Lessor under the *Builders' Lien Act*, R.S.N.S., 1989, c. 277 in respect of Section 8(2) of the *Act*.
 - (d) The Lessee will make good any damage to the Lessor's Lands resulting from installation of and subsequent maintenance to the Walkway and related equipment.
 - (e) The Lessee will, in its occupancy of the Demised Premises, comply with all laws, regulations and rulings of any government or governmental organization having lawful jurisdiction.

SCHEDULE 'A'



**4.9 Cumberland YMCA Contribution Agreement
Moved By Deputy Mayor Fawthrop
Seconded By Councillor Emery
That Council approve the contribution agreement with the Cumberland
YMCA, and authorize the CAO and Mayor to sign on the Town’s behalf.**

Motion Carried

THIS FUNDING AGREEMENT dated the 1st day of April, 2024.

BETWEEN:

THE TOWN OF AMHERST, and the Municipal Corporation with its head office located at 98 East Victoria Street, Amherst, Nova Scotia (the “Town”)

OF THE FIRST PART

-and-

THE CUMBERLAND YMCA, a Society incorporated pursuant to the Societies Act of Nova Scotia (“the Cumberland YMCA”)

OF THE SECOND PART

WHEREAS the Town has been requested by the Cumberland YMCA to provide financial assistance in order to maintain its level of services to the Community;

AND WHEREAS the parties to this Agreement wish to ensure that the Cumberland YMCA continues to remain financially sustainable;

AND WHEREAS the parties to this agreement wish to set out their respective rights and obligations with respect to the provision of said funding;

IN CONSIDERATION of the premises and the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Effective Date

1.1 The parties agree to enter into this funding agreement, effective the day of the 1st day of April, 2024, and subject to the terms, conditions and stipulations set forth herein.

2. Term of Agreement

2.1 Term. Subject to any provisions contained herein, this Agreement shall be in effect from the date set out herein, up to and including March 31, 2029.

2.2 End of Funds. Notwithstanding anything in this Agreement, the Town shall not be obligated to provide funds pursuant to this Agreement after March 2029.

2.3 The parties shall, no later than October 1, 2028, meet with the purpose of negotiating either an extension to this agreement or a completely new agreement.

3. Requirements

3.1 As the basis of this funding is the financial need of the Cumberland YMCA, the Cumberland YMCA undertakes to provide the Town with reports, including but not limited to quarterly statements of revenue and expenditures, an annual report on program and services, strategic, risk management and business plans as they are updated, board meeting minutes on a quarterly basis, annual audited financial statements and other information reasonably requested by the Town from time to time.

- 3.2 The Cumberland YMCA recognizes that the pool is an integral part of its organization and funding and agrees to keep the pool open, operational and utilized to deliver programs to the Community.
- 3.3 The Cumberland YMCA agrees that it will, through its Board of Directors, continue to develop, implement, and revise its strategies, risk management and business plans based on its financial position and assessment of community needs.
- 3.4 The Cumberland YMCA agrees that a member of the Town’s Council shall be a member of the Cumberland YMCA Board of Directors.
- 3.5 The Town shall not be obligated to provide funds pursuant to this Agreement should the Cumberland YMCA become unsustainable, as evidenced by significant program reduction or partial or complete facility closure.

4. Funds

- 4.1 The Town agrees during the term of this Agreement, and subject to the conditions contained herein, to provide to the Cumberland YMCA a contribution to its operational requirements.
- 4.2 The parties agree that the maximum operational funding to be provided to the Cumberland YMCA is \$121,210 annually (subject to CPI indexing described below) payable in four equal installments on April 1, July 1, October 1 and January 1 of each year.
- 4.3 The maximum annual funding shall be adjusted on April 1 of each year during the life of the Agreement by the year over year change in the Consumer Price Index – all items NS calculated at December of the preceding year.

5. Insurance

- 5.1 The Cumberland YMCA shall put in effect and maintain in full force and effect or cause to be put in full force and effect and maintained for the period during which this Agreement is in effect all the necessary property and liability insurance that would be considered appropriate, and further agrees to provide to the Town upon request, written proof of the same.
- 5.2 In no event shall the Town be liable for:
 - (a) Any bodily injury, death or property damages to the Cumberland YMCA, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Cumberland YMCA, its employees, agents or consultant, arising out of or in any way related to this Agreement; nor
 - (b) Any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Cumberland YMCA, its employees, agents or consultants arising out of or in any way related to this Agreement.
- 5.3 The Cumberland YMCA agrees to indemnify and hold harmless the Town, its officers, employees or agents from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, caused by or arising directly or indirectly in any way related to this Agreement.

6. Default and Termination

- 6.1 The Town may declare in writing that an “Event of Default” has occurred if the Cumberland YMCA has not complied with any condition, undertaking or material term in this Agreement. The Town will not declare in writing that an “Event of Default” has occurred unless it has first consulted with the Cumberland YMCA, and requested that the default be rectified within a specified time frame.
- 6.2 The Town may withdraw its notice of an “Event of Default” if the Cumberland YMCA, within the time frame specified by the Town, either corrects the condition or event or demonstrates to the satisfaction of the Town that it has taken such steps as necessary to correct the condition.
- 6.3 If the Town declares that an “Event of Default” has occurred, which has not been satisfactorily addressed by the Cumberland YMCA, it may immediately terminate or suspend its obligations to pay funds under this Agreement. If the Town suspends payment, it may in its sole and absolute discretion pay the suspended funds, at some future time, if the Town is satisfied that the default has been cured.
- 6.4 Should a new community centre be constructed by the Town in conjunction with the YMCA this agreement will be re-negotiated.

7. Inclusion, Diversity and Equity

In all aspects of the professional services outlined in the contract, the YMCA agrees to adhere to the Town of Amherst business and communication acumen which is generally outlined as follows:

We strive to foster a diverse community that values everything that makes us unique including our visible differences, such as race or gender expression, as well as our non-visible differences, such as gender identity and diversity of thought. We are committed to equity, fairness and dignity for all.”

And our vision, mission and guiding principles:”



8. Notice

- 8.1 Any notice, information or document provided for under this Agreement will be effectively given if delivered or sent by letter, postage or other charges prepaid, or by facsimile or email. Any notice that is delivered will

have been received on delivery; and any notice mailed shall be deemed to have been received on the third (3) calendar day following the date upon which it was mailed.

8.2 Notice can be given at the following addresses:

(a) To the Town:
Chief Administrative Officer
PO Box 516
Amherst, NS
B4H 4A1

(b) To the Cumberland YMCA:
Executive Director
99 Church Street
Amherst, NS
B4H 3B3

9. Governing Law

9.1 This Agreement and the application or interpretation of it shall be governed exclusively by the terms and by the laws of the Province of Nova Scotia.

10. Time

10.1 Time shall be of the essence of this Agreement.

11. Headings

11.1 The headings appearing throughout this Agreement shall not form part of this Agreement. The parties desire that this Agreement shall be given a broad and liberal interpretation.

12. Severability

12.1 Each provision of this Agreement shall be severable. If any provision of this Agreement that is not a fundamental term is found to be or become invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all other terms and conditions will continue to be valid and enforceable.

13. Waiver

13.1 The failure of the Town to insist in one or more instances on performance by the Cumberland YMCA of any of the terms or conditions of this Agreement shall not be construed as a waiver of the Town's right to require further performance of any such terms or conditions, and the obligations of the Cumberland YMCA with respect to such performance shall continue in full force and effect.

14. No Authority to Represent

14.1 Nothing in this Agreement is to be construed as authorizing one party to contract for or incur any obligation on behalf of the other to act as agent for the other.

15. Agreement Binding

This Agreement shall ensure to the benefit of and be binding on the respective representatives and assigns of each of the parties to it.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the ____ day of _____, 2024.

Jason MacDonald, CAO
Town of Amherst

Witness

David Kogon, Mayor
Town of Amherst

Witness

Trina Clarke, Executive Director
Cumberland YMCA

Witness

Cumberland YMCA Board of Directors

Witness

**4.10 Stadium Canteen Concession Agreement
Moved By Councillor Chambers
Seconded By Councillor Landry**

That Council approve the stadium canteen concession agreement between Dwayne Ripley and the Town of Amherst, and authorize the Mayor and CAO to sign on behalf of the Town.

Motion Carried

Canteen Concession Agreement

THIS AGREEMENT made this _____ day of _____ 2024

BETWEEN:

THE TOWN OF AMHERST (the Town)
and

CURLY'S CANTEEN (the Operator)

WHEREAS; the Town and its assigns grant to the Operator the right to operate the food and drink concession at the Amherst Stadium for a term commencing September 1st 2024 to August 31st 2027 and;

WHEREAS the Operator agrees to pay a rental rate of:

Year 1

\$765.22 per month plus HST from September 1, 2024 to March 31, 2025 and \$365.22 per month plus HST from April 1, 2025 to August 31, 2025.

Year 2

\$791.30 per month plus HST from September 1, 2025 to March 31, 2026 and \$365.22 per month plus HST from April 1, 2026 to August 31, 2026.

Year 3

\$817.39 per month plus HST from September 1, 2026 to March 31, 2027 and \$365.22 per month plus HST from April 1, 2027 to August 31, 2027.

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

EXECUTED at Amherst this _____ day of _____ 2024

TOWN OF AMHERST

Per: _____

Jason MacDonald, CAO

Per: _____

David Kogon, Mayor

Per: _____

Witness

Witness

Dwayne Ripley, Curly's Canteen

Appendix A

Hours of Operation

1. The Operator will operate the primary canteen on the first level of the Amherst Stadium as well as the corner canteen area on the second level of the Amherst Stadium.
2. Both canteen locations will be open for all Amherst Jr. A Rambler games.
3. The Primary canteen will also be open for all major tournaments and events hosted at the Amherst Stadium. This would include but is not limited to events hosted by Cumberland County Minor Hockey, Amherst Skating Club, and the Town of Amherst.
4. The Operator agrees to open the main canteen on Saturday and Sunday to accommodate scheduled stadium user groups and stadium events, and generally during weekday nights during peak hours. The Operator and Facility Manager will work together to develop a mutually agreeable schedule.
5. The Operator may have the canteen open during any times that the Stadium is open to the public.

Hospitality

6. The Operator agrees that the Town may permit user groups to operate 'hospitality rooms' in which free food is provided to families of stadium users, generally during tournaments etc.
7. The Operator agrees that the Town may provide 'free snacks' to user groups of the stadium in conjunction with events or activities hosted by the Town.
8. The Town will provide the operator the first opportunity to provide snacks / food to the public during events hosted at the stadium by the Town.

9. The Town reserves the exclusive right, at their sole discretion, to pay another contractor to provide snacks / food to the public during these events.

Operations

10. The Operator shall be responsible for processing, preparing, storing, and serving all food and beverage items adhering to all federal and provincial regulations.
11. The Operator may sell any food / drink items legally authorized for sale in Canada, subject to any applicable Provincial or Federal regulations, with the exception of alcoholic beverages.
12. For further clarity, concession rights do not include the sale of alcoholic beverages.
13. The Operator shall not use the area of operation, nor shall permit others to use the area of operation, for any other purpose than the purposes of operating the concession to provide food and beverage service to facility users, without prior written approval of the CAO.
14. The Operator shall keep the area of operation clean, clear of waste, paper, garbage, combustible materials, and obstructions, and shall not cause or permit any noises and odors which would constitute a nuisance to emanate from the area of operation.
15. The Operator must furnish all human resources, insurance, WCB, licensing, bonding, small wares, additional equipment, food, beverages and supplies to operate canteen and catering services at the Amherst Stadium. Operator will establish customer accounts with all suppliers.
16. The Operator agrees to obtain and hold an insurance policy of a minimum of \$2,000,000 for the operation.
17. The Operator may install and operate two vending machines within the Stadium at locations to be mutually agreed upon by both parties. Additional vending machines may be approved at the sole discretion of the CAO.
18. The Town expects the Operator to meet or exceed the customer service expectations of the patrons of the facility and maintain good relations with suppliers and stadium staff for the duration of the agreement.
19. The Operator shall be responsible for processing, preparing, storing and servicing all food and beverage items adhering to all federal and provincial regulations.
20. The Operator must provide adequate numbers of employees to efficiently serve the customers. Proponent's personnel must maintain professional demeanor at all times. Employees must be easily identified with proper uniform and nametag; approved by the Town of Amherst. The Operator shall provide adequate and regular training for its employees including, without limitation, instruction on appropriate procedures for handling customers' requests and complaints. The staff shall be trained in food handling and industry sanitation programs to comply with all applicable federal and provincial laws and regulations.
21. The Town of Amherst will provide and maintain the following equipment to the Operator:
 - a. (2) Fridges
 - b. (2) Deep Freezers
 - c. (1) Microwave
 - d. (4) Deep Fryers
 - e. (1) Griddle Cook Top
 - f. (1) Fry Warming Station
 - g. (2) Drawer Warmers
 - h. (2) Preparation Tables
 - i. (3) Coffee Urns
 - j. (1) Storage Rack
 - k. (1) Gas Range, Oven and Stove

All other equipment will be provided and maintained by the Operator.

22. Security of the Canteen area is the responsibility of the Operator.
23. In all aspects of the canteen services outlined above, the operator will adhere to the Town of Amherst business and communication acumen which is generally outlined as follows:

We strive to foster a diverse community that values everything that makes us unique including our visible differences, such as race or gender expression, as well as our non-visible differences, such as gender identity and diversity of thought. We are committed to equity, fairness and dignity for all."

And our vision, mission and guiding principles:

VISION	Our 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. See Why We Love It!
MISSION	We provide quality leadership, services, opportunities and resources for the benefit of our citizens, and in support of our growth and development in our community in a fair, equitable and transparent manner.
GUIDING PRINCIPLES	Respect · Integrity · Collaboration · Accountability · Inclusivity · Evidence-based Decision Making · Sustainability

Communications

24. Day to day communications shall be with the Recreation Facilities Manager for the Town of Amherst and the Canteen Manager for the Operator. The Canteen Manager is an employee of the Operator who is authorized by the Operator to oversee the day-to-day operations of the canteen. The Canteen Manager and the Operator may be the same individual.

25. The Recreation Facility Manager and the Canteen Manager together shall meet and inspect the canteen area on the first working day of each month. Such meeting and inspection to include, but not be limited to:
 - a. Cleanliness of canteen area
 - b. Mechanical operation of all equipment
 - c. Review of all pertinent permits / documents required
 - d. Scheduling of Stadium events
 - e. Hours of operation of the canteen
26. This meeting / inspection shall provide a scheduled, informal opportunity for both parties to bring any issues / concerns they may have to the attention of the other party.
27. The meeting / inspection shall be documented by the Recreation Facilities Manager, a copy of which will be provided to the Operator and Director of Operations.
28. Any issues / concerns / disputes arising that cannot be resolved between the Recreation Facilities Manager and the Canteen Manager will be brought to the attention of the Director of Operations for the Town of Amherst and the Canteen Operator.
29. Any issues / concerns / disputes arising that cannot be resolved between the Director of Operations and the Canteen Operator will be brought to the attention of the Town of Amherst Chief Administrative Officer. The CAO may utilize any authority conferred by Amherst Town Council and / or the Municipal Government Act to resolve the issue. The CAO may refer the issue to Amherst Town Council for resolution at the CAO's discretion.

Signage

30. The Operator may install signage within the Stadium, the location and design of such to be mutually agreed to by both parties.

Applicable Laws

31. The Operator shall sort solid waste in accordance with the Town's Solid Waste Bylaw.
32. The Operator agrees to obtain and hold any food sales permits and/or food handler's certifications maybe required.

Termination

33. If the Operator refuses or fails to comply with any of the terms and conditions of this agreement, the Town shall have the right, at its sole option, to terminate this agreement forthwith by notice in writing to the Operator.
34. The Operator may terminate this agreement at any time by providing to the Town, in writing, 30 days' notice of the Operator's intention to terminate the agreement.
35. Should a new Community Center be constructed this agreement may be terminated or renegotiated.

Rent

36. Rent is due and payable on the first day of the month.

Assignment

37. The Operator may not assign (sub-contract) any of its rights or obligations without the prior written approval of the CAO for the Town of Amherst.

**4.11 Library Lease Agreement
 Moved By Deputy Mayor Fawthrop
 Seconded By Councillor Chambers
 That Council approve the lease agreement between the Cumberland
 Regional Library and the Town of Amherst, and authorize the Mayor and
 CAO to sign on behalf of the Town.**

Motion Carried

THIS LEASE made this ____ day of _____, **2020 2024**

BETWEEN:

THE TOWN OF AMHERST

(Hereinafter referred to as the "Landlord")

- and -

CUMBERLAND REGIONAL LIBRARY

(Hereinafter referred to as the "Tenant")

WITNESSES AS FOLLOWS:

Article 1 - Basic Terms and Definitions

1.1 Basic Terms

- (a) Landlord: Town of Amherst
Address: 98 East Victoria Street, Amherst, Nova Scotia, B4H 1X6
- (b) Tenant: Cumberland Regional Library
Address: Amherst, Nova Scotia
- (c) Building: 21 Acadia Street, Amherst, Nova Scotia
- (d) Leased Premises: 1962 sq. ft. of Dedicated Space together with a shared area equaling 1012 Sq. Ft. of Shared Space (kitchen, corridor and bathrooms).
- (e) Term: Commencement of Term: ~~October 1, 2020~~ April 1, 2024 End of Term: ~~March 31, 2024~~ March 31, 2025. The Tenant may extend the Lease for a further 2 Year Term in accordance with the Renewal Provisions in Section 2.6
- (f) Rent: Base Rent, including operating costs and janitorial services: ~~\$2,548.05~~ \$2,664.44 / month plus HST
- (g) Permitted Use: Administrative offices, education classrooms, Common Area and Shared Space of the Tenant.
- (h) Lease Year: The Lease year runs from April 1st of each year to March 31st of the next year.
- (i) Termination: Either party may terminate the Lease with cause upon ninety (90) days' notice in writing.
- (j) HST: HST shall be paid in addition to Rent.
- (k) Schedules Forming Part of this Lease: Schedule "A" – Plan of Leased Premises

1.2 Definitions

In this Lease, the following terms have the following respective meanings:

- (a) "Building" means the building located at the address set out in Section 1.1(c);
- (b) "Common Areas" means those areas of the Building which serve or are for the benefit of all tenants of the Building and includes the lobby and entrances;
- (c) "Leased Premises" means that portion of the second floor as shown on Schedule "A"
To be occupied by the Tenant including the Shared Space and Dedicated Space;
- (d) "Shared Space" means the area on the second floor of the Building to be shared between the Tenant and CAN-U (or its successors) including the kitchen, the washrooms, plus emergency use of the south end stairwell and the corridor and stairwell by the kitchen, marked as shared on Schedule "A";
- (e) "Dedicated Space" include that part of the second floor west of the CAN-U premises and the washroom as denoted on Schedule "A".

Article 2- Possession and Terms

2.1 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant, and the Tenant rents from the Landlord, the Leased Premises.

2.2 Measurement

The Landlord and Tenant acknowledge that the area of the Leased Premise and the Shared Space are as set out in the Lease are agreed by the parties hereto and that they are not subject to change or amendment.

2.3 Term

The Term shall commence on the Commencement Date, run for the period set out in Section 1.1(e) and end on the date set out in Section 1.1(e), unless terminated earlier pursuant to this Lease.

2.4 Delay In Possession

Should the Tenant be delayed by any fault of the Landlord or any other reason (other than the fault of the Tenant) in taking possession of the Premises on the Commencement Date, then and only then shall the Commencement Date and the Term be postponed for the same number of days that the Tenant is delayed in taking possession of the Premises. Such postponement shall be full settlement of any claims the Tenant might have against the Landlord for such delay.

2.5 Over Holding

If, at the expiration of the initial Term or any subsequent renewal or extension, the Tenant shall continue

to occupy the Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only and may be terminated by either party on one (1) months' notice. Rent and Operating Costs shall be payable as provided herein and the Lease in all other respects shall be as provided herein, so far as applicable, such monthly tenancy.

2.6 Renewal or Extension

The Tenant has the option to renew the Lease for a further two (2) Year Term. The Tenant is obligated to give the Landlord notice in writing on or before the 1st day of February, 2025 of its intention to renew the Lease. Should the Tenant choose to renew this Lease, the Term shall commence on April 1st, 2025 for a term of 2 years, and end on March 31st, 2027.

Article 3- Financial Requirements

3.1 Covenant to Pay

The Tenant covenants to pay the Rent as provided in this Lease. The Rent to be paid by the Tenant to the Landlord hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Tenant waives the benefit of any statutory or other right in respect of abatement or set-off in its favor at the time hereof or at any future time.

3.2 Monthly Lease

The Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord, in lawful money of Canada, without any prior demand, as annual Lease, the Rent on the first day of each and every month during the Term.

3.3 Realty Taxes

The Landlord acknowledges that there are no Real Property taxes assessable in regards to the Building.

3.4 Readjustment of Base Rent, Operating Costs and Janitorial

~~Annually, commencing on April 1, 2021, base rent, shall be increased by 1.5%. Should the Tenant choose to exercise their option to extend the Lease for a further two (2) years, base rent, shall be increased by the annual average change in the Consumer Price Index, all-items, for the Province of Nova Scotia for the previous calendar year. Rent adjustments shall be effective April 1, 2025 and April 1, 2026.~~

3.5 Payment Method

The Landlord may, at any time and from time to time, require the Tenant to provide the Landlord either: (a) a series of monthly post-dated cheques, each cheque in the amount of the monthly installment of Rent; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts.

~~Upon a change in the estimated Operating Costs, the Landlord may require a new series of monthly post-dated cheques or new authorization and documentation if required.~~

3.6 Rent Past Due

If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum calculated monthly at the rate of one and one-half percent (1.5%) from the time such Rent becomes due until paid by the Tenant.

Article 4 - Control and Operation of Building

4.1 Building Operation and Repair

The Landlord shall operate, maintain and repair the Building, its heating equipment and other service facilities to the extent required to keep the Building, equipment and facilities in a state of good repair and maintenance. For greater certainty:

- (a) The Landlord's obligations shall not extend to any matters that are the responsibility of the Tenant herein; and
- (b) The Landlord shall, at its own expense, promptly make all repairs to the Building necessitated by structural defect or weakness in the design or construction thereof, including, without limitation, the roof and roofing, windows, interior concrete slab floors and exterior walls, and the replacement of the elevator and heat pumps provided that any such repairs necessitated as a result of any willful or negligent act or omission of the Tenant, its agents, servants, contractors, employees, or others for whom the Tenant is in law responsible shall be at the cost of the Tenant.

4.2 Water to Air Heat Pump Heating and Air Conditioning

The Landlord shall, subject to the provisions of the Lease, provide sufficient heating and air-conditioning which heating and air conditioning is supplied by water to air heat pumps to maintain a reasonable temperature in the Premises at all times except during the making of repairs, which repairs the Landlord covenants to make with reasonable diligence.

4.3 Tenant Requirements

If the use by the Tenant or the installation of partitions, equipment or fixtures by the Tenant necessitates the re-balancing of the climate control equipment in the Premises, such re-balancing will be performed

by the Landlord at the Tenant's expense, upon demand.

4.4 Tenant's Responsibilities

The Tenant shall maintain the Dedicated Space of the Leased Premises to the same standard as at the commencement of the Lease term, reasonable wear and tear excepted. The Tenant shall be responsible for repairs and maintenance within the Dedicated Space. The Landlord may from time to time carry out required repairs and the cost of these repairs shall be 100% reimbursed by the Tenant to the Landlord within 30 days of the delivery of copies of the invoices for repairs and maintenance completed.

4.5 Use of Common Areas

The Tenant shall have the right of non-exclusive use, in common with others entitled thereto, for their proper and intended purposes, of those portions of the Common Areas intended for the Common use by tenants of the building. At all times, the Tenant, the employee of the Tenant, the students and teacher of the Tenant, and persons lawfully requiring communication with the Tenant, shall have access to the Building and the Leased Premises and use of the elevator only in accordance with the security requirements of the Landlord. The Common Areas shall at times be subject to the exclusive management and control of the Landlord. The Landlord reserves the right from time to time, to make changes to the building as the Landlord shall from time to time determine, subject to the obligations of the Landlord to the Tenant, and subject to the requirements of the Tenant as agreed herein. ~~and subject to adjustment of the Tenant's pro-rated share of Operating Costs.~~

4.6 Use of Shared Space

That Tenant's staff shall share space on the same floor as the Leased Premises as shown on Schedule "A" hereof with the staff of CAN-U (or its successor tenant). This Shared Space is the second-floor washrooms, the hallway adjacent to the kitchen, janitorial closet, washrooms, the elevator and the stairway beside the kitchen.

4.7 Janitorial Services

Janitorial Services are included in the Rent.

Article 5- Use of Premises

5.1 Use of Premises

The Tenant acknowledges that the Premises will be used solely for the purpose set out in Section 1.1(g) and for no other purpose.

5.2 Observance of Law

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the Leased Premises or the use or occupation thereof, including, without limitation, police, fire and health regulators and any requirements of the fire insurance underwriter.

5.3 Waste and Nuisance

The Tenant shall not do or suffer any waste, damage, disfiguration or injury to the Premises or permit or suffer any overloading of the floors, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose.

Article 6 - Maintenance, Repairs and Alteration of the Premises

6.1 Maintenance and Repair of Premises

The Landlord shall maintain and keep in good condition and substantial repair, order and condition the Shared Space and Common Areas. All repairs shall be in all respects equal in quality and workmanship to the original work and materials in the Premises, and shall meet the requirements of all authorities having jurisdiction, as well as the insurance underwriters.

6.2 Inspection and Entry

The Landlord, its servants and agents shall be entitled to enter on the Leased Premises at any time on reasonable notice for the purpose of making repairs and shall work with the Tenant to accommodate the Tenant's use of the Leased Premises. The Landlord, its servants or agents may at any time from time to time on a reasonable prior notice (and without notice in the event of an emergency) enter the Leased Premises to remove and article or remedy and condition which, in the opinion of the Landlord, would be likely to lead to the cancellation of any policy of insurance. The Landlord, its servants and agents shall take responsible precautions and attempt to schedule the work so as not to unreasonably interfere with the operation of the Tenant's business, teaching or study, and so as to minimize interference with the Tenant's use and enjoyment of the Premises.

6.3 Repair Where the Tenant at Fault

If the Building, including the Premises, the elevators, controls, pipes and other apparatus (or any of them) used for the purpose of heating, ventilation or air-conditioning or operating the elevators, or if the pipes, electric lighting or other equipment of the building are put in a state of disrepair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees, or others for whom the Tenant is in law responsible to, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant, who shall pay the same

to the Landlord forthwith on presentation of the invoices for the repair costs.

6.4 Signs

The Landlord shall permit the Tenant to install signs within the Leased Premises, related Common Areas, and public areas and in a visible location to be mutually agreed upon, between the parties hereto, to the building exterior. The size, shape, style and colors of the signs in the Shared Space, Common Areas or the exterior of the building, are subject to the approval of the Landlord acting reasonably.

6.5 Surrender of Premises

At the expiration or earlier termination of this Lease or the renewal as the case may be, the Tenant shall peaceably surrender and give up unto the Landlord vacant possession of the Premises in the same condition and state of repair as the Tenant is required to maintain the Premises throughout the Term.

Article 7 - Insurance and Indemnification

7.1 Indemnity by Tenant

The Tenant shall indemnify the Landlord and save it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by the Tenant of the Leased Premises or any part thereof, or due to or arising out of any breach by the Tenant of this Lease; provided however, that nothing herein contained shall constitute an indemnity by the Tenant for the willful and negligent acts of the Landlord, its servants, agents, employees, contractors, and others for whom the Landlord is responsible at law.

7.2 Tenant's Insurance

(1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

- (a) such insurance as the Tenant deems appropriate for the personal property in the Building owned by the Tenant;
- (b) general liability insurance coverage for the Premises and the Shared Areas. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or clam of not less than two million dollars (\$2,000,000) and proof of such insurance to be supplied with the signed Lease.

Article 8 -Assignment and Subletting

8.1 Assignment, Subletting

The Tenant shall not affect any Assignment, Transfer or Sublet without the prior written consent of the Landlord. Any Transferee may only use the Leased Premises for the uses permitted herein. No consent or other dealing shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions herein contained. In the event of a Transfer, the Landlord may collect Rent and Operating Costs from the Transferee, Assignee, or Subtenant, and apply the net amount collected to the Rent hereunder. However, no such Transfer or collection from or acceptance of the Transferee as Tenant shall be deemed a waiver of this covenant.

8.2 No Advertising

The Tenant shall not advertise that the Premises or any part thereof is available for assignment or sublease or occupancy, and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landlord.

Article 9 - Quiet Enjoyment

9.1 The Tenant, on paying the Rent hereby reserved, and performing and observing the covenants and provisions herein contained on it part to be performed and observed, shall peaceably enjoy the Leased Premises for the Term.

Article 10 - Destruction or Damage to Building

10.1 During the Term, if and when the Building is destroyed or damaged by fire, lightning, or other perils, including malicious damage, or by a natural catastrophe or by any other casualty, the following provisions shall apply:

- (a) if the damage or destruction is such that the Building is rendered unfit for occupancy or it is impossible or unsafe to use and occupy it, and if, in either event, the damage, in the sole opinion of the Landlord, notice of which is to be given to the Tenant in writing within thirty (30) days of the happening of such damage or destruction, cannot be repaired with reasonable diligence within one hundred and eighty (180) days after the happening of such damage or destruction, or if thirty percent (30%) or more of the Rentable Area of the Building is damaged or destroyed, the Landlord may terminate this Lease by giving notice in writing to the Tenant. Should the Landlord terminate this Lease as hereinbefore provided, the Term demised shall cease and be at an end as of the date of such termination (or at the date of such destruction or damage if the Premises could not be used a result), and the rents and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to such date;
- (b) in the event that the Landlord does not so terminate this Lease under Section 10.2(a), or in the event of lesser damage, the Landlord shall, at its expense, repair the building to base building standards, and

the Rent shall abate from the date of the happening of such damage or destruction until thirty (30) days after the Landlord has completed such repairs.

- (c) In performing any reconstruction or repair, the Landlord may effect changes in the building and its equipment and systems and minor changes in the location or area of the Premises; and
- (d) Notwithstanding anything else herein contained, in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Building or the Premises or are not payable to or received by the Landlord, the Landlord may terminate this Lease on notice to the Tenant.

10.2 - Fitness for Occupancy

In the event of a dispute to the fitness for occupancy or as to the suitability of the Building and the Premises for the Tenant's business, the matter shall be submitted to an arbitrator in accordance with Article 12.4

Article 11 - Default

The following constitutes an Event of Default under this Lease:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case, the Landlord may remove all persons and property from the Premises and store such property in such manner as the Landlord sees fit without notice to the Tenant;
- (b) to enter the Premises as agent of the Tenant and to re-let the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine, and to receive the rent therefore, and as agent of the Tenant, to take possession of any property of the Tenant on the Premises, to store such property of the Tenant at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant, and to make alterations to the Premises to facilitate its re-letting. The Landlord shall apply the proceeds of any such sale or re-letting first, to the payment of any expenses incurred by the Landlord with respect to any such re-letting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable; provided that the Tenant shall remain liable to the Landlord for any deficiency;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on the premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease. The Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default, and the Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
- (d) the recovery from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises; and
- (e) to recover from the Tenant the full amount of the current month's Rent together with the next three (3) months' installment of Rent, all of which shall accrue on a day-to-day basis and shall immediately become due and payable as accelerated rent.

11.1 Distress

Notwithstanding any provision of this Lease or any provision of applicable legislation, none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent arrears.

11.2 Costs

The Tenant shall pay to the all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

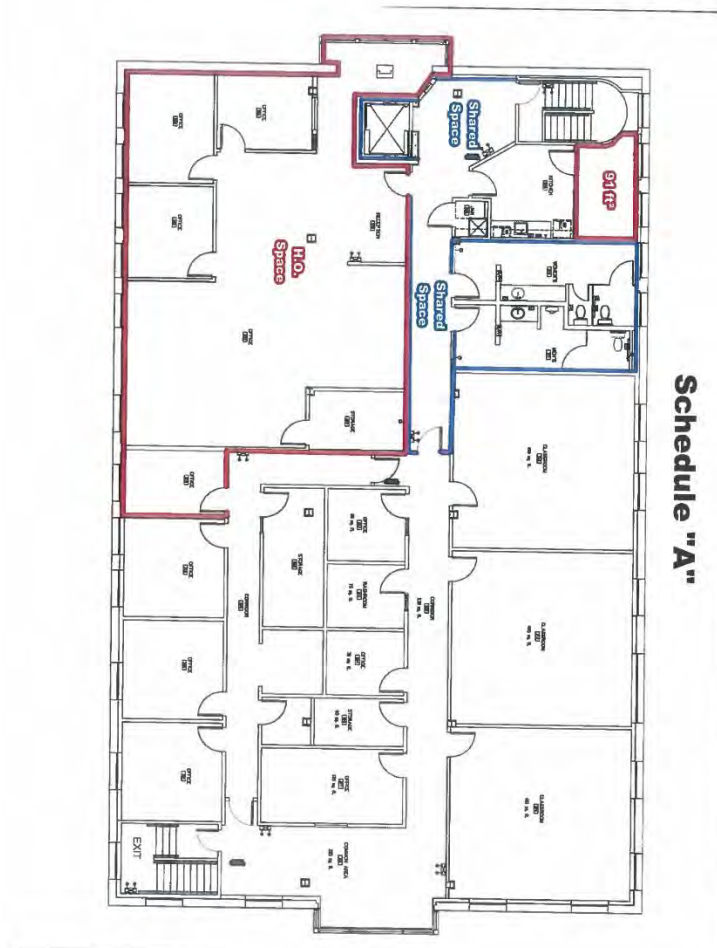
11.3 Remedies Cumulative

Notwithstanding any other provision of the Lease, the Landlord may from time-to-time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

Article 12 - General

12.1 Force Majeure

Notwithstanding any other provision contained in this Lease, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 12.2 shall not, under any circumstances, operate to excuse the Tenant from prompt payment of Rent and other charges payable under this Lease.



**4.12 Street Inspection and Maintenance Policy Amendments
 Moved By Councillor Emery
 Seconded By Councillor Landry
 That Council approve the amendments to the Street Inspection and
 Maintenance Policy (31600-10).**

Motion Carried

TITLE: STREET INSPECTION AND MAINTNEANCE POLICY
SECTION: ENGINEERING & PUBLIC WORKS
POLICY NO: 31600-10

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

PURPOSE

The purpose of this policy is:

- To provide direction to staff involved in the inspection and maintenance of the Town of Amherst’s public streets.
- To provide a system for street inspection to effectively assess and document maintenance priorities; and
- To maximize public safety while maintaining fiscal responsibility.

POLICY STATEMENT

Complete Town-wide Street inspections will be performed and completed as outlined below. An inventory of all streets will be maintained by the Town’s Operational Services Department which will include a history of inspections and maintenance information.

1. Road Surface Inspection

The condition of the road surface, including the curb, shoulder and median will be inspected on a routine basis using the following schedule:

- Arterial streets shall be inspected quarterly; once a month from May 1 to December 1;
- Collector streets shall be inspected twice per year; once every two months from May 1 to December 1;
- Local streets shall be inspected twice annually.
- Site specific inspections shall be undertaken following a customer request or complaint, a staff reported deficiency, or in response to a claim for damages.
- ~~Between December 1 and May 1 all streets will be inspected at the discretion of the Operations Manager or Transportation Foreman depending on public concerns, availability of work crews, and other public works priorities.~~

2. Street & Traffic Signs Inspection

The condition of street signs and traffic signs will be inspected twice annually, in the spring and again in the fall.

An inspection for tree branches and other obstructions interfering with the visibility of signs will be carried out and completed at the earliest date possible after the new spring foliage has appeared.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Housekeeping amendments and new policy template	Director of Operations, Bourgeois	Council	

MINUTES REFERENCE DATE

June 27, 2005

**4.14 Tree Planting on Town Owned Land Policy Amendments
 Moved By Councillor Chambers
 Seconded By Councillor Emery
 That Council approve the amendments to the Tree Planting on Town Lands Policy (64000-01).**

Motion Carried

TITLE: TREE PLANTING ON TOWN OWNED PROPERTY POLICY
SECTION: PARKS MANAGEMENT
POLICY NO: 64000-01

ATE: **CAO Signature:** _____

PURPOSE

The purpose of this policy is to set a standard for planting trees by individuals or community groups on all Town owned or leased properties.

POLICY STATEMENT

Planting of new tree/s will be as follows:

1. Community groups or individuals wishing to plant tree(s) on Town lands must make a request in writing to the ~~Recreation Director~~ Director of Operations. This request must indicate purpose of planting, species of tree and location. (See Schedule A - REQUEST FORM.)
2. Tree(s) shall should be a caliber caliber not less than 40mm (1.5 inches) in diameter, and not less than 2.5 meters (8 feet) in height. Trees of a smaller diameter or height will be considered on a case-by-case basis.
3. The Director of Operations must approve the final location of the tree(s) to be planted. Some locations may not be suitable for trees given the existing or potentially planned use of public spaces by the Town.
4. Trees may be removed at the sole discretion of the Town at any time.
5. Tree/s must meet Nova Scotia Power Tree Zones for power lines:” Right Tree, Right Place”.
6. Trees shall be No.1 grade in accordance with the Canadian Standards for Nursery Stock.
7. Trees are to be planted no closer than 3 meters from utility polls poles, water shutoffs, sewer laterals, or under ground underground utilities and no closer than 5 meters from a fire hydrant.
8. Community groups or individuals wanting to have members of Council present at planting ceremonies, must contact the ~~Executive Office~~ Clerk’s Office (Town Hall) for scheduling.
9. The ~~Recreation~~ Operations Department will, if requested in writing, purchase suitable trees on behalf of community groups or individuals on full cost recovery basis.

SCHEDULE A – REQUEST FORM

NAME OF ORGANIZATION OR INDIVIDUAL: _____

PURPOSE OF TREE PLANTING: _____

LOCATION REQUESTED: _____

TYPE OF TREE(S) REQUESTED: _____

Must meet Nova Scotia Power's "Right Tree, Right Place" requirements. <http://www.nspower.ca/en/home/for-my>

[home/tree-trimming-and-removal/tree-planting.aspx](http://www.nspower.ca/en/home/for-my)

<https://www.nspower.ca/customer-service/treetrimming>

REQUEST RECREATION DEPARTMENT PURCHASE SUITABLE TREE(S) ON FULL COST RECOVERY BASIS:

YES NO

REQUEST MEMBERS OF COUNCIL ATTEND PLANTING CEREMONY: YES NO

DATE AND TIME OF PLANTING CEREMONY (if applicable): _____

SIGNATURE: _____

DATE: _____

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director of Operations	Responsible for ensuring that the policy is reviewed regularly for relevancy .

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Housekeeping amendments and new policy template	Director of Operations, Bourgeois	Council	

MINUTES REFERENCE DATE

June 26, 2006

June 22, 2015

4.15 Water and General Capital Budget

Moved By Deputy Mayor Fawthrop

Seconded By Councillor Davidson

That Council approve the Town of Amherst General Capital Budget for the 2024-25 fiscal year as presented in the amount of \$4,468,450, with the addition of a Virtual Firearms Training Platform in the amount of \$250,000 to be fully funded by a grant from the Nova Scotia Department of Justice, and the Amherst Water Utility Capital Budget for the 2024-25 fiscal year in the amount of \$465,600 to be funded as follows:

Town of Amherst - General Capital		Amherst Water Utility	
Capital from Revenue	\$ 1,074,100	Capital from Revenue	\$ 40,000
Capital Reserve	394,172	Water Depreciation	375,800
Operating Reserve	709,000	Grants - Federal/Provincial	49,800
Canada Community Building Fund (formerly Gas Tax Fund)	752,000		<u>\$ 465,600</u>
Sustainable Services Growth Fund	800,000		
Grants - Federal/Provincial	739,178		
	<u>\$ 4,468,450</u>		

And further, that Council approve in principle the subsequent four years' Capital Budget plans as presented:

Fiscal Year	General Capital Total Amount	Water Capital Total Amount
2025-2026	\$ 5,284,000	\$ 554,000
2026-2027	\$ 4,951,000	\$ 351,000
2027-2028	\$ 3,450,000	\$ 926,000
2028-2029	\$ 3,851,000	\$ 766,000

To be clear, the second part of this motion contemplates the approval of the amounts for the years 2025-2026 to 2028-2029 for planning purposes only; this is not the authority to spend, nor is it necessarily the final and complete listing.

Motion Carried

5. INFORMATION ITEM

- 5.1 Stadium Netting**
Information item at this time.

6. INTERNAL COMMITTEE REPORTS

- 6.1 Planning Advisory Committee - Chambers**
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 - Emery**
Information item only; no direction given or action required.

- 6.4 Inclusion Diversity and Equity Committee - Davidson**
Information item only; no direction given or action required.

- 6.5 Poverty Reduction Advisory Committee - Landry**
Moved By Deputy Mayor Fawthrop
Seconded By Councillor Landry
That Council direct the CAO to have staff do a report regarding a tax credit that considers time spent doing volunteer work as a donation, as this could encourage volunteerism.

Motion Carried

7. EXTERNAL COMMITTEE REPORTS

- 7.1 Cumberland Public Libraries - Fawthrop**
Information item only; no direction given or action required.

- 7.2 Cumberland YMCA - Fawthrop**
Information item only; no direction given or action required.

- 7.3 Northern Region Solid Waste - 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

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

Natalie LeBlanc
Municipal Clerk

David Kogon, MD
Mayor

**Amherst Town Council
Special Meeting**

Minutes

Date: April 8, 2024
Time: 5:30 pm
Location: Council Chambers, Town Hall

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

Members Absent Councillor Leon Landry

Staff Present Jason MacDonald, Chief Administrative Officer
Kim Jones, Director, Corporate Communications
Krista Crossman, Director, HR & Customer Services
Natalie LeBlanc, Municipal Clerk

1. CALL TO ORDER

Mayor Kogon called the Special Council meeting to order.

1.1 TERRITORIAL ACKNOWLEDGMENT

Mayor Kogon gave the Territorial Acknowledgement.

2. REQUEST FOR DECISION

2.1 Code of Conduct

Moved By Councillor Davidson

Seconded By Councillor Emery

That Council send this particular issue back to staff for further investigation and bring it back to the next Committee of the Whole meeting.

Motion Carried

3. ADJOURNMENT

There being nothing further, Mayor Kogon adjourned the meeting.

Natalie LeBlanc
Municipal Clerk

David Kogon, MD
Mayor

SYNOPSIS

305 Church Street

Development Agreement First Reading

The attached development agreement for a 20-acre portion of the Dolan Property would permit a multi-phase residential development containing a full range of housing types from single-detached dwellings, to cluster housing, to apartment buildings. One of the main elements of this proposal is to test unique development types that are affordable or attainable, yet promote social cohesion

A public participation opportunity was held on March 27, 2024. Public comments were favourable but identified a need for stormwater management. Provisions of the agreement address this issue.

On April 2nd, the Planning Advisory Committee recommended that Council enter into the agreement, subject to the removal of section 8.1.2 (a).

MOTION:

That Council give First Reading of the development agreement, excluding section 8.1.2 (a), for a 20-acre portion of 305 Church Street to allow a residential development and schedule a Public Hearing for Wednesday, May 15, 2024 at 5:00 p.m. in Council Chambers.

TO: Mayor Kogon and Members of Council

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

DATE: April 22, 2024

SUBJECT: Development Agreement – Dolan Property Phase 1

ORIGIN: An application by Stephanie Mah Trottier of Shaw Group Limited for a development agreement (DA) to allow the development of a portion of 305 Church Street, also known as the Dolan Property. The development agreement covers a 20-acre portion of the 123-acre property, representing phase 1 of the development, which falls within the boundaries of the Town of Amherst.

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

PAC RECOMMENDATION: On April 2, 2024, the PAC recommended that Council enter into the attached Development Agreement for 305 Church Street that would permit the development of phase 1 of the project, subject to removal of section 8.1.2 (a).

BACKGROUND: Attached is the draft development agreement, staff report to the PAC and a PPO application briefing. The developer proposes a multi-phase residential development containing a full range of housing types from single-detached dwellings, to cluster housing, to apartment buildings. One of the main focuses of the developer is to test unique development types that are affordable or attainable, yet promote social cohesion. Smaller lots and yard setbacks reduce the amount of costly street infrastructure to service each dwelling unit. Clustered semi-detached and townhouses, also called ‘pocket communities, arranged around a central open space are intended to promote social interaction, increase security and community cohesion. The developer is also focused on reducing costs through standardized and modular construction methods.

The flexibility needed to allow this development is not provided for in the Town’s Land Use Bylaw (LUB). The attached Development Agreement could be considered as a LUB within a development agreement. It contains four ‘Areas’, described as follows:

General Residential Area – permits single and semi-detached, townhouses and multi-unit dwellings with up to 4 units. This area does not allow cluster developments.

Cluster Residential Area – permits clustered and non-cluster developments, but no multi-units.



Multiple Residential Area – permits all residential types, including apartment buildings with up to 44 units.

Parks & Open Spaces Area – this area sets aside lands dedicated for public open space.

The DA also provides for other uses typical of residential developments, such as Home-Based Businesses, daycares, care facilities, etc.

As noted above, this DA is subject to a 20-acre portion of the 123-acre property that is entirely within the town boundary. This DA is being sought now to enable the goal of achieving approximately 30-40 dwelling units completed by the spring of 2025. While there is a master plan of the entire property, development beyond the scope of this DA is dependent upon the Town and the County of Cumberland reaching an agreement with respect to municipal servicing.

DISCUSSION: As detailed in the attached staff report to the PAC, the proposal meets the general intent of MPS policies. The PAC recommended approval of the DA, subject to removal of section 8.1.2 (a). This section would include all of section 4 as ‘non-substantive amendments, which do not require PAC review or Council approval. Section 4 contains the detailed provisions for land use throughout the development. Staff agree with removing section 8.1.2 and the developer does not object.

FINANCIAL IMPLICATIONS: Capital contribution for street and service infrastructure that is offset by ongoing tax revenue upon completion of the development.

SOCIAL JUSTICE IMPLICATIONS: Concerns about accessibility features of the home and the management of the buildings/property are addressed in the draft development agreement. The proposed development will be focussed on affordable and or attainable housing.

ENVIRONMENTAL IMPLICATIONS: Concerns raised about flooding and water run-off concerns are addressed in the draft development agreement.

COMMUNITY ENGAGEMENT: An advertised Public Participation Opportunity was held on March 27, 2024. Members of the public present expressed the need for property surface drainage to protect the adjacent property. A Public Hearing will be held on May 15th if First Reading is given. If approved, notice of the right to appeal the council’s decision will be published in the local newspaper.

ALTERNATIVES:

- 1) Give First Reading of the application with specific amendments where necessary;
- 2) Refer the application back to the PAC for more information;





AMHERST TOWN COUNCIL

RFD# 2024044

Date: April 22, 2024

3) Reject the application citing specific policies that are not met by the proposal.

ATTACHMENTS:

- 1) Development Agreement;
- 2) Staff report to PAC;
- 3) PPO Application Briefing
- 4) PPO Summary

Report prepared by: T. Laux

Report and Financial approved by:



COLOUR CODING:

SECTION # OR Detail to confirm at final draft

SCHEDULE # to confirm at final draft

TOWN OF AMHERST

Draft Development Agreement

Between:

The Shaw Group Limited.

And

Town of Amherst, Nova Scotia

To permit a master planned development, including residential, and open space uses on lands located along [Highway 204/Church Street], Nova Scotia and identified as PID 25038720.

Original agreement approved by Municipal Council on the ____ day of _____, 2024.

Signed and entered into this ____ day of _____, 2024.

This Agreement made this ____ day of _____, 2024.

BETWEEN:

THE SHAW GROUP LIMITED, of Halifax, Nova Scotia,

hereinafter called the “**DEVELOPER**,”

OF THE FIRST PART;

- and -

THE TOWN OF AMHERST, hereinafter called the “**TOWN**”, a body corporate pursuant to the *Municipal Government Act* (SNS 1998, c. 18), having their chief place of business at Amherst Nova, Nova Scotia

OF THE SECOND PART.

WHEREAS the **DEVELOPER** is the registered owner of certain lands, approximately 123 acres, located at Church Street, , referenced by PID 25038720, a 20.09 acre portion of which is within the Town of Amherst and which said lands are more particularly described in Schedule “A” to this Agreement, hereinafter called the **LANDS**;

AND WHEREAS the **DEVELOPER** has requested that the **TOWN** enter into a development agreement to allow for a **residential subdivision on the LANDS pursuant to the provisions of the *Municipal Government Act***;

AND WHEREAS the **LANDS** are located within the zone known as the Highway Commercial Zone and residential developments over four units are only permitted by development agreement;

AND WHEREAS the Council of the **TOWN** at its meeting held the ____ day of _____, 2024, approved the **DEVELOPER’S** request to enter into a development agreement **subject to Policies RP-9, of the Municipal Planning Strategy for the Town of Amherst** to permit the development of a master planned community including residential and open space uses, hereinafter called the **DEVELOPMENT**, subject to the registered owners of the **LANDS** entering into this agreement;

AND THEREFORE in consideration of the covenants, promises and agreements contained herein, the Parties agree as follows:

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PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1. Applicability of Agreement

- 1.1.1 The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.1.2 If any provision of this agreement is held to be invalid by a decision of a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this agreement.

1.2. Applicability of Land Use Bylaw & Subdivision By-law

- 1.2.1 All provisions of the underlying Land Use Bylaw(s), as amended, shall not apply to the development of the Lands.
- 1.2.2 The Town Subdivision Bylaw shall apply to this development.

1.3. Variances Permitted

- 1.3.1 The Development Officer may grant a variance to the requirements of this agreement, as provided for in the *Municipal Government Act* s.235 (1) and 235 (2), and will be considered to be enabled by the Land Use By-law to vary the matters prescribed in the *Municipal Government Act*, including:
- a) percentage of land that may be built upon;
 - b) size or other requirements relating to yards;
 - c) lot frontage or lot area, or both;
 - d) number of parking spaces required;
 - e) height of a structure;
 - f) floor area occupied by a home-based business;
 - g) height and area of a sign.

1.4. Permit Application Requirements

- 1.4.1 Every application for a development permit shall be made in writing on standard forms.
- 1.4.2 The application for a development permit shall include:
- a) the signature of the registered land owner or their duly authorized agent;
 - b) a statement of the proposed use of the land;
 - c) a statement of the estimated commencement and completion date of development;
 - d) a site plan; and
 - e) any other information required by this Development Agreement.
- 1.4.3 Site plans prepared for a development permit application shall be drawn to an appropriate scale and showing information as required by the Development Officer, such as, but not limited to:
- a) the dimensions of all lots for which development is proposed;
 - b) identification of abutting streets and private roads;
 - c) identification of rights-of-ways and easements within the subject property;
 - d) proposed location, height, and dimensions of any building, structure, or work for which the permit is applied;
 - e) location of every building or structure already erected on or partly on the subject property, and the approximate location of every building within 10 metres of the subject property on contiguous lots;
 - f) existing and proposed services;
 - g) location of existing and proposed solid waste storage areas;
 - h) proposed location and dimensions of parking spaces, loading spaces, driveways, and landscaping areas;
 - i) north arrow, scale, date of drawing, and identity of drawing author; and

- j) Where necessary to determine conformance with this Development Agreement, the Development Officer may require the applicant to provide additional information at the necessary level of detail and, if necessary, prepared by the appropriate professional.

1.5. Multiple Uses Permitted

- 1.5.1. Multiple main uses may locate on the same lot or in the same building. Where any land or building is used for more than one main use all provisions of this agreement relating to each use shall be satisfied.

1.6. Multiple Main Buildings Permitted

- 1.6.1. Unless otherwise prohibited in this agreement, any number of main buildings may locate on the same lot, subject to applicable requirements.

1.7. Nova Scotia Building Code Requirements

- 1.7.1. Nothing in this agreement shall exempt the Developer from complying with the requirements of the Nova Scotia Building Code.

1.8. Development Permits

- 1.8.1. Unless otherwise stated in this agreement, no person shall undertake a development within the Lands without first obtaining a development permit from the Development Officer.

- 1.8.2. Development permits shall expire within 1 year from the date issued if not commenced.

- 1.8.3. Notwithstanding **Section 1.8.1**, no development permit is required for the following:

- a) Home office uses;
- b) Renovations or alterations to a structure that do not result in a change in volume or gross floor area, change in the number of dwelling units, or a change in use of the structure;
- c) Fences less than 1.85 m in height;
- d) Signs less than 0.2 m² in area where signs are permitted;
- e) Up to two accessory structures on a lot, each less than 20 m² in area and less than 4.5 metres in height; with a maximum total lot coverage of **40%**
- f) A change in the grading of land or vegetation;
- g) Public and private utilities located within the street right-of-way;
- h) Temporary greenhouses or other such temporary crop structures.

PART 2: DEFINITIONS

2.1. Words Not Defined under this Agreement

- 2.1.1. All words unless otherwise specifically defined herein shall have their customary meaning apply.

2.2. Definitions Specific to this Agreement

- 2.2.2.** The following words with a specific meaning used in this agreement shall be defined in **Schedule G**.

PART 3: GENERAL DESCRIPTION OF LAND USE, SUBDIVISION & DEVELOPMENT PROVISIONS

3.1. Schedules

3.1.1. The following Schedules form a legally binding portion of this agreement:

- Schedule A Legal Description of the Lands – PID 25038720
- Schedule B Land Use Concept Plan
- Schedule C Phasing Plan
- Schedule D Parkland Plan
- Schedule E Trail & Transportation Plan
- Schedule F Road Cross-Sections
- Schedule G Definitions

3.1.2. Notwithstanding **Section 3.1.1**, remaining lands are shown for contextual purposes only. Remaining lands are subject to a future development agreement or by amendment to this agreement.

3.1.3. The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, generally conforms with **Schedules B, C, D, and E** and the terms of this agreement.

3.1.4. Notwithstanding **Section 3.1.3**, the Development Officer may permit the following variations to information shown on **Schedules B, C, D, and E**, such as but not limited to:

- a) the location, addition, or reduction of General Residential areas;
- b) the location, addition, or reduction of Cluster Residential areas;
- c) the location or addition of Multiple Residential areas;
- d) shifting of exact location of the street and transportation network, provided that essential connections are maintained.

3.2. Site Preparation

3.2.1. A development permit may be issued for temporary construction uses on the Lands in accordance with the **Permitted Land Use Table (4.1.1 f)** and **Section 5.8**. A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction of the development.

3.2.2. The commencement of site preparation, clearing, excavation, blasting activities, stockpiling, or grubbing for each Phase or portion thereof, may take place prior to the approval of any Plan of Subdivision within the Lands.

3.3. Land Use

3.3.1. The use(s) of the Lands permitted by this Agreement are the following:

- a) A residential development as enabled by this Agreement and as generally illustrated on the Schedules; and
- b) Use of the Lands in the development shall be limited to the uses identified in the **Permitted Land Use Table**.
- c) The maximum number of dwelling units shall not exceed 200 units total, excluding any accessory dwelling units from this calculation.

PART 4: DETAILED PROVISIONS FOR LAND USE

4.1. Land Use Requirements

4.1.1. The use of land is regulated as follows:

- a) The first row of the **Permitted Land Use Table** lists the Land Use Categories as shown on Schedule B;
- b) The first column of the **Permitted Land Use Table** lists each use;
- c) A black dot (●) within the **Permitted Land Use Table** indicates that the use in that row is permitted in the area of that column;
- d) The absence of a black dot (●) or a white circle containing a number in black text (e.g., ①), indicates that the use in that row is prohibited in the area of that column;
- e) Where a use is defined in Schedule G, the definition may be deemed to include any similar use, at the discretion of the Development Officer.

f) **PERMITTED LAND USE TABLE**

Use	General Residential Area	Cluster Residential Area	Multiple Residential Area	Parks & Open Spaces Area
Accessory dwelling units	● accessory to single unit dwelling			
Backyard Suite Use	●			
Cluster Housing Uses		●	⑤	
Daycare Facility Use			●	
Home Office Use	●	●	●	
Home-Based Business Use	●	② accessory to single unit dwelling		
Home-Based Daycare Use	●	② accessory to single unit dwelling		
Model suite uses	●	●	●	
Multiple unit dwellings	⑥ up to 4 units		●	
Park Use	●	●	●	●
Residential Facility Use			●	
Secondary Suite Uses	●	② accessory to single unit dwelling		
Semi-detached dwellings	●	③	③	
Single unit dwellings	●	②	②	
Townhouse dwellings	●	④	④	
Temporary Construction Use	●	●	●	●
Temporary Use	●	●	●	●
Utility uses	●	●	●	●

- Use is permitted.
- ② Use is permitted subject to the Single Unit Requirements – see Section 4.2.
- ③ Use is permitted subject to the Semi-Detached Requirements – see Section 4.3.
- ④ Use is permitted subject to the Townhouse Requirements – see Section 4.4
- ⑤ Use is permitted subject to the Cluster Residential Area – see Section 4.5
- ⑥ Use is permitted subject to the Multiple Residential Requirements – See Section 4.6

4.2. Single Unit Dwellings

4.2.1. No subdivision approval or development permit shall be granted for any single unit dwelling development except in accordance with the following provisions:

- a) Minimum lot frontage: 9.7 m, or 6.1 m at the outer edge of a curve.
- b) Minimum lot area: 275 m²
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 1.2 m
- f) Minimum flanking yard: 5 m
- g) Maximum building height: 16 m

- h) Properties with lot frontage equal to or greater than 15.24 m may contain a backyard suite use. One additional parking space shall be provided for an accessory dwelling unit if provided.
- i) A development permit may be issued to permit multiple main buildings that are single unit dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the dwellings, with resulting lots in compliance with the above minimum provisions.

4.3. Semi-Detached Dwellings

4.3.1. No subdivision approval or development permit shall be granted for any semi-detached dwelling development except in accordance with the following provisions:

- a) Minimum lot frontage: 7.8 m per dwelling unit or 6.1 m at the outer edge of a curve.
- b) Minimum lot area: 230 m² per dwelling unit
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 1.2 m, or 0 m for a common wall
- f) Minimum flanking yard: 5 m
- g) Maximum building height: 16 m
- h) A development permit may be issued to permit multiple main buildings that are semi-detached dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the dwellings, with resulting lots in compliance with the above minimum provisions.

4.4. Townhouse Dwellings

4.4.1. No subdivision approval or development permit shall be granted for any on-street townhouse dwelling development except in accordance with the following provisions:

- a) Minimum lot frontage – interior units: 4.8 m, or 4.1 m at the outer edge of a curve.
- b) Minimum lot frontage – end units: 6.0 m, or 4.1 m at the outer edge of a curve.
- c) Minimum lot area – interior units: 130 m² per dwelling unit
- d) Minimum lot area – end units: 180 m² per dwelling unit
- e) Minimum front yard: 3 m
- f) Minimum rear yard: 2.4 m
- g) Minimum side yard: 1.2 m, or 0 m for a common wall
- h) Minimum flanking yard: 5 m
- i) Maximum building height: 16 m
- j) Maximum number of attached units: 8 dwelling units
- k) A development permit may be issued to permit multiple main buildings that are townhouse dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the dwellings, with both resulting lots in compliance with the above minimum provisions.

4.5. Cluster Housing

4.5.1. No subdivision approval or development permit shall be granted for any Cluster Housing development except in accordance with the following provisions. This development style is intended to accommodate multiple mains on one lot, therefore, the following subdivision requirements apply to the larger lot and not for individual units:

- a) Minimum lot frontage: 12 m
- b) Minimum lot area: 270 m² per unit
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 6 m
- f) Minimum flanking yard: 5 m

- g) Minimum separation between buildings: 3.6 m, or 0 m along a common wall
- h) Maximum building height: 16 m
- i) Walkways 1.2 m wide must connect parking areas to individual units. Walkways may be constructed of crusher dust, asphalt, hard-surface pavers, or concrete.
- j) Where cluster developments abut parkland, a pedestrian connection must exist to provide access to the parkland.

4.6. Multiple Unit Dwellings

4.6.1. No subdivision approval or development permit shall be granted for any multiple unit dwelling development except in accordance with the following provisions:

- a) Minimum lot frontage: 8 m
- b) Minimum lot area: 95m² per unit m²
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 3.0 m
- f) Minimum flanking yard: 5 m
- g) Maximum building height: 4 habitable storeys (excluding Underground parking, common/ amenity areas, elevator overruns and rooftop amenity areas)
- h) A development permit may be issued to permit multiple main buildings that are multiple unit dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the buildings, with both resulting lots in compliance with the above minimum provisions.

4.6.2. Any multiple unit dwelling development shall conform to the following architectural design requirements:

- a) No multiple unit dwelling development shall have more than 44 units in a building.
- b) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or view obstructing landscaping.
- c) Multiple residential buildings and associated parking shall be screened from adjacent existing or proposed single family dwellings by means of opaque fencing, structural walls or view obstructing landscaping.
- d) Exterior grade shall be no more than 1.0 m below the top of exposed concrete foundation wall facing the street.

4.6.3. Multiple Unit Building containing 20 units or more units shall provide 20 m² per unit of amenity space and is subject to the following requirements:

- a) Amenity space may include a combination of balconies, indoor recreation rooms, saunas, sundecks, patios, tennis courts, swimming pools, storage units for residents, as well as any landscaped open area. For further clarity, landscaped open area shall include, but is not limited to grassed yards and walkways.
- b) Where a dwelling unit is provided with a balcony at least 4 m² in floor area, the 20 m² amenity space requirement shall be waived.
- c) Amenity Space shall not include any parking areas, hallways, foyers, utility rooms, or laundry areas.

4.7. Accessory Dwelling Units

4.7.1. Only one accessory dwelling shall be permitted on a lot, accessory to a single unit dwelling, as either a secondary suite or backyard suite use.

4.7.2. A secondary suite shall be limited to 100 m².

4.7.3. No development of a backyard suite use may take place unless the backyard suite use meets the yard requirements of a single unit dwelling.

4.7.4. No development permit shall be granted for any backyard suite use except in accordance with the following provisions:

- a) Minimum lot frontage: 15.24 m
- b) Minimum separation distance from the main building: 2.8 m measured wall-to-wall

- c) Maximum habitable floor area shall not exceed:
 - i. the floor area of the main building, or
 - ii. 100 m², whichever is less.

4.7.5. A Backyard suite may not be located between a single unit dwelling and the front lot line.

4.8. Accessory Structures

4.8.1. Accessory uses, buildings and structures shall be permitted in any designation within the agreement, but shall not:

- a) be used for human habitation except where permitted as an accessory dwelling unit;
- b) be built closer than 1.2 m to any lot line except for Balconies & Attached Decks, Fences, and common semi-detached garages which may be centred on the mutual side lot line;
- c) exceed 12 m in height;
- d) in the case of accessory buildings, be built within 1.8 m of a main building; and
- e) be considered an accessory building if attached to the main building through common walls.

4.9. Home-Based Businesses

4.9.1. Nothing in this By-law shall prevent the use of a portion of any dwelling unit or building accessory to a dwelling unit as personal home office or studio for residents of the dwelling unit provided the personal office or studio is either is intended to be visited by a maximum of one person at a time. These are considered home offices, not considered home-based business, and do not need additional parking or a permit.

4.9.2. Home-based businesses which employ up to 1 non-resident employee shall have a maximum gross floor area of 33% of the home (excluding home-based day cares which do not have a maximum gross floor)

4.9.3. Permitted home-based businesses include:

- a) Office uses
- b) Craft project workshop
- c) Day care for 6 or fewer dependants
- d) Personal service shop
- e) Pet grooming

4.9.4. No outdoor storage or display is permitted for any home-based business.

4.10. Parkland

4.10.1. Parkland dedication shall be a minimum of 5% of the total of newly subdivided areas, less right of way, and not including remainder lands shall be deeded to the municipality at completion of Phase 1B. This shall be deemed to satisfy the Parkland Requirements of the Subdivision By-law.

4.11. Parking and Bicycle Parking Requirements and Standards

4.11.1. For every building or structure to be erected or enlarged, off-street parking located within the same lot as the use and having unobstructed access to a public street shall be provided and maintained in conformity with the following **Minimum Parking Supply Requirements Table** following:

MINIMUM PARKING SUPPLY REQUIREMENTS TABLE	
Type of Building	Minimum Parking Required
Any Permitted Residential Use Not Specified Below:	1 parking space per unit
Residential Facility Use:	0.5 parking spaces per four bedrooms
Home-Based Businesses (excluding Home-Based Daycares):	1 space (in addition to that required for the dwelling)
Home-Based Daycares:	2 spaces (in addition to that required for the dwelling)
Home Office Use:	No requirement
Park and Open Space Uses:	No requirement

- 4.11.2. Handicapped parking stalls shall be provided as required by the *Nova Scotia Building Code Regulations*.
- 4.11.3. Individual parking spaces shall have minimum dimensions of 2.4 m x 5.48 m except in the case of handicap parking which shall comply with the requirements of the *Nova Scotia Building Code Regulations*.
- 4.11.4. Parking lots containing more than 6 stalls shall meet the following requirements:
- If the parking area is located between a main building and a street, a marked pedestrian pathway shall be provided between the street and the main entrance of the main building. The pedestrian pathway shall be a minimum 1.2 metres wide;
 - the width of a driveway leading to a parking or loading area, or aisle in a parking area, shall be a minimum width of 3.0 m for one-way traffic and 6.0 m for two-way traffic.
- 4.11.5. For every building or structure to be erected or enlarged, off-street bicycle parking shall be located within the same lot as the use, and shall be provided and maintained in conformity with the following **Minimum Bicycle Parking Supply Requirements Table** following:

MINIMUM BICYCLE PARKING SUPPLY REQUIREMENTS TABLE

Type of Building	Minimum Bicycle Parking Required
Multiple Unit Dwellings:	6 bicycle parking spaces per building with more than 20 dwelling units.

- 4.11.6. Required bicycle parking racks shall be one or more of the following types:
- A ground-affixed rack such as a grid bike rack;
 - inverted-U rack; or a
 - post-and-ring rack that is a minimum of 0.90 metres in height;

PART 5: General Provisions

5.1. Landscaping

- 5.1.1. All disturbed areas not used for structures, parking, walkways, shall be landscaped. Such landscaping shall consist, at a minimum, of sod or hydroseed, but may also include decorative grasses, trees, shrubs, flowers, mulch, ponds, decorative pavers, or other similar materials.
- 5.1.2. A minimum of two trees per lot shall be planted within a Cluster Residential use development.
- 5.1.3. Notwithstanding **Sections 5.1.1 and 5.1.2**, the development officer may grant a occupancy permit without fulfilling landscaping requirements if the Developer provides a financial guarantee, performance bond, or security in the amount equal to the estimated cost of the landscaping. Said financial guarantee, performance bond, or security will be remitted if the work is completed by the developer within a year.

5.2. Encroachments

- 5.2.1. Unless otherwise indicated in a particular zone, every part of any setback required by this By-law shall be open and unobstructed by any structure, with the exception of fences and the structures listed in the **Permitted Encroachments Table** below, which shall be permitted to encroach into or over the specified setback for the distances as specified.

PERMITTED ENCROACHMENTS TABLE

Structure	Yard in which encroachment is permitted	Distance of permitted encroachment
Chimneys, fire place bump outs, cantilevers and decorative features	Any	0.6 m
Window bays	Any	1.0 m
Balconies, enclosed or roofed decks, porches, patios, and verandas, steps, stairs	Front & Rear	2.5 m
Carport	Side	Up to 1.0 m from lot line
Fire Escapes	Rear and Side	2.5 m
Barrier Free access ramps	Any	2.5 m

5.3. Height Exemptions

- 5.3.1. Requirements for maximum building height shall not apply to water tanks, flag poles, chimneys, and tree houses.

5.4. Corner Lot Sight Triangle

- 5.4.1. On a corner lot, no fence, sign, hedge, shrub, bush or tree, or any other structure, vehicle, or vegetation shall be erected, placed, or permitted to grow to a height greater than 0.6 metres above grade within the corner lot sight triangle.

5.5. Watercourse Buffer

- 5.5.1. All development shall be prohibited within 15 m from the ordinary high-water mark of all provincially confirmed watercourses.

- 5.5.2. Notwithstanding **Section 5.5.1**, the following uses are permitted within the watercourse buffer:

- a) utility uses,
- b) public streets and infrastructure,
- c) fences,
- d) park uses, and
- e) trails.

5.6. Ungulates, Fowl and Rabbits

- 5.6.1. The keeping of ungulates and fowl on the lands is not permitted.

5.7. Electric Vehicle Charging

- 5.7.1. Nothing in this By-law shall prevent the installation of an electric vehicle charging station where the station is for the exclusive domestic use of a dwelling unit, and shall not have to meet any setback requirements.

- 5.7.2. Charging stations for electric vehicles that are not for the exclusive use of a dwelling unit shall be permitted in all areas, and shall not have to meet any setback requirements.

5.8. Temporary uses

- 5.8.1. The Development Officer may issue a development permit in any zone for temporary uses and uses and structures, including temporary construction uses.

5.9. Signs

- 5.9.1. The following signs are permitted in this development and do not require a development permit, if they are not internally illuminated:

- a) Signs showing the civic number of a building provided such signs do not individually exceed 0.2 m² in sign area.
- b) Signs showing the name of a resident or an occupier provided such signs do not individually exceed 0.2 m² in sign area.
- c) "No Trespassing" signs or other signs regulating the use of a lot provided such signs do not individually exceed 0.2 m² in sign area, unless otherwise directed by a public authority.
- d) Real estate signs that advertise the sale, rental or lease of the premises provided such signs do not individually exceed 0.6 m² in sign area.
- e) Signs regulating or denoting on-premises traffic or parking, or other signs denoting the direction or function of various parts of a building or premises, provided that such signs do not individually exceed 0.5 m² in sign area.
- f) Signs incidental to construction and within the area of such construction and erected only during the period of construction, provided such signs do not individually exceed 10 m² in sign area.
- g) Election signs.

- 5.9.2. Signs for a Home-Based business use or Home-Based Daycare use shall be permitted without a development permit subject to the following requirements:
- a) A maximum of one sign is permitted for each street having frontage for the lot;
 - b) Signs shall not be placed on or attached to a roof;
 - c) Each sign shall not exceed 0.61 square metres in area;
 - d) Any free-standing sign shall not exceed a height of 1.2 metres; and
 - e) Signs shall not be internally illuminated.
- 5.9.3. Two free-standing signs shall be permitted on the Lands to denote the community or subdivision name.
- a) The locations of such signs shall require the approval of the Development Officer and Development Engineer and be located on private property outside of the street-right-of-way.
 - b) The maximum height of any such sign inclusive of support structures shall not exceed 4.6 m and the face area of any sign shall not exceed 5.5 m².
 - c) All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry.
- 5.9.4. All other signs are prohibited.

PART 6: SUBDIVISION OF THE LANDS

- 6.1.1. Subdivision applications shall be submitted to, and approved by the Development Officer in accordance with the following terms and conditions:
- a) Phasing of Subdivision shall generally conform with **Schedule C**.
 - b) Final subdivision approval for a phase shall not be granted until final approval has been granted for the previous phase or as enabled by this agreement;
 - c) The Development Officer may grant final subdivision approval for partial phases of the development;
 - d) Notwithstanding **6.1.1 b) and 6.1.1 c)**, the development officer may grant final subdivision approval for a phase prior to granting final approval for the previous phase if the Developer submits a financial guarantee, performance bond, or security in an amount equal to 110% of the estimated cost of uncompleted services or if the Town Engineer determines that the portion of the incomplete phase is non-essential to the greater service network.
 - e) Notwithstanding **6.1.1 a) and 6.1.1 b)** the Development Officer, in consultation with the Development Engineer and other jurisdictions having authority where required, may authorize variations to the order of phasing, and allow development of concurrent or partial phases.

PART 7: STREETS AND MUNICIPAL SERVICES

7.1. General Provisions

- 7.1.1. The design and construction of Municipal roads and service systems shall meet the requirements established with the Infrastructure Development Standards of the Town except as varied by this agreement.
- 7.1.2. No more than 300 dwelling units shall be serviced by a single public road access.

7.2. Off-Site Disturbance

- 7.2.1. Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Town Engineer.

7.3. Streets

- 7.3.1. Streets, sidewalks, walkways and trails shall generally conform to the locations and alignments illustrated on **Schedule E** and be built in accordance with the road cross-sections within **Schedule F** unless otherwise approved by the Town Engineer.

- 7.3.2. The Developer shall be permitted to vary the Municipal Requirements to enable development of rights-of-way based on the cross-sections shown in **Schedule F**. The Town Engineer may permit variation of both the Municipal Requirements and cross-sections shown in Schedule F of this agreement.
- 7.3.3. Unless otherwise agreed to by the Developer and Development Officer in consultation with the Town Engineer, the developer shall be responsible for installing sewer and water lines, and base asphalt of the noted width at their expense; and the Town shall be responsible to install curb, sidewalks, multi-use path, top lift asphalt, street/traffic signs at their expense.
- 7.3.4. Provided that the Town Engineer and the Development Officer agree, the developer may construct and install curb, sidewalks, multi-use path, and top lift asphalt, and be reimbursed by the Town for the cost of construction.
- 7.3.5. Further to **section 7.3.3**, the road design may be revised to implement a ditched drainage system in lieu of curb and gutter provided that pedestrian connectivity is maintained, and the Developer, Town Engineer, and Development Officer agree.
- 7.3.6. Where any private driveway is proposed to service more than one building, a note shall be placed on the subdivision plan indicating that the Town does not own or maintain the private driveway.

7.4. Utilities

- 7.4.1. Utility uses are permitted in all areas, including municipal water, wastewater and stormwater systems, linear utility infrastructure such as, but not limited to, electric transmission lines or gas pipelines.
- 7.4.2. Uses and structures immediately related to the operation of adjacent utility infrastructure shall be permitted as accessory uses. Such accessory uses may include, but are not limited to, electric transformers, pumps and lift stations, control centres, and maintenance sheds for on-site maintenance.
- 7.4.3. There are no minimum lot frontage, area or setback requirements for any utility use permitted by this Section.
- 7.4.4. Stormwater infrastructure located on private property shall be owned and maintained by the property owner.
- 7.4.5. No subdivision approvals shall be granted for any phase of the Development unless:
 - a) the Town Engineer is satisfied that existing Municipal service systems have sufficient capacity; or
 - b) the Developer has entered into an agreement with the Town for construction of the necessary upgrades.

PART 8: AMENDMENTS

8.1. Non-Substantive Amendments

- 8.1.1. Any non-substantive amendment to either the terms of this agreement or to any Schedules shall be reviewed and a decision made by the Development Officer.
- 8.1.2. The following items are considered by all parties to be non-substantive:
 - a) ~~Amendments to the development standards in **Part 4** of this agreement.~~
 - b) Amendments to **Section 2.4 c)** to permit a change in the maximum number of overall dwelling units, provided that there is servicing capacity, and does not exceed 110% of dwelling unit maximum **per Section 2.4 c)**.
 - c) Amendments related to the definitions in **Schedule G**, and associated amendments to enable any added uses to the Permitted Land Use Table.

8.2. Substantive Amendments

- 8.2.1. Any substantive amendment to either the terms of this agreement or to any Schedules shall be subject to the amendment procedures set out in the Municipal Government Act.
- 8.2.2. Amendments to any matters not identified under **Section 8.1** shall be deemed substantive.

8.3. Future Amendments

- 8.3.1. Further to **Section 8.1, Section 8.2 and Section 8.3**, where amendments apply to a single or limited number of parcels, the owners of the applicable parcels shall be signatories to the amending agreement, where all parcels are subject to the amendments, all land owners shall be signatories.

PART 9: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

9.1. Registration

- 9.1.1. A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office and the Developer shall incur all costs in recording such documents.

9.2. Subsequent Owners

- 9.2.1. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees, and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 9.2.2. Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

PART 10: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

10.1. Enforcement

- 10.1.1. The Developer agrees that any officer appointed by the Town to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Town to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

10.2. Failure to Comply

- 10.2.1. If the Developer fails to observe or perform any conditions of this Agreement after the Town has given the Developer 90 days written notice of the failure or default, then in each such case:
- a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
 - b) The Town may enter onto the Lands and perform any of the covenants contained in this agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Municipal Government Act;
 - c) The Town may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the Land Use Bylaw;
 - d) In addition to the above remedies, the Town reserves the right to pursue any other remedy under the Municipal Government Act or Common Law in order to ensure compliance with this agreement.

IN WITNESS WHEREOF the parties hereto for themselves, their successors and assigns have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

IN WITNESS WHEREOF the parties hereto for themselves, their successors and assigns have hereunto set their hands and seals as of the day and year first above written.

SIGNED AND DELIVERED
in the presence of:

The Shaw Group Limited
Developer

Witness

The Shaw Group Limited

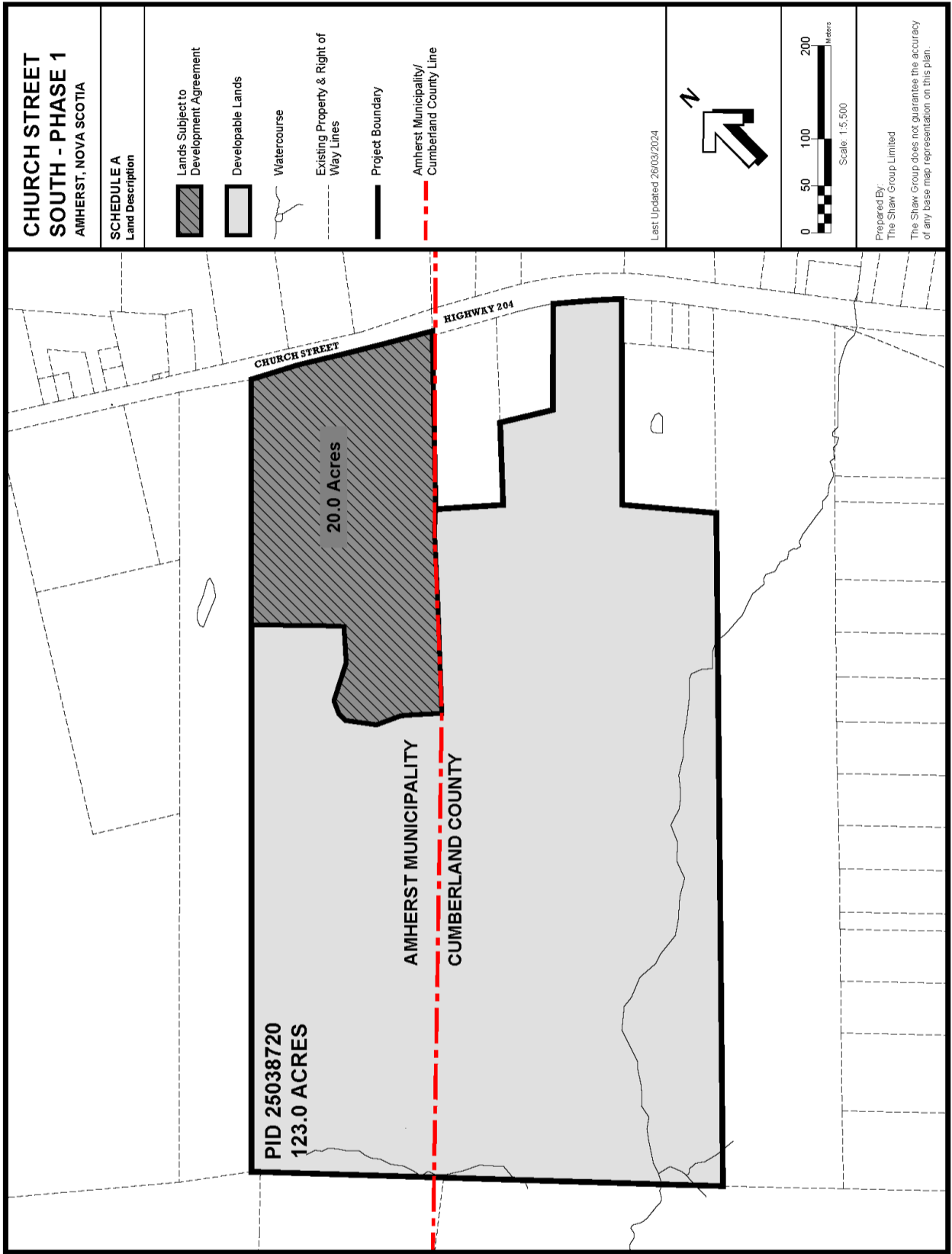
Province of Nova Scotia, **County of Halifax.**

On this ____ day of _____, 2024, before me, the subscriber personally came and appeared _____, a subscribing witness to the foregoing agreement, who having been by me duly sworn, made oath and said **that [names]**, CAO & Municipal Clerk, signing authority for the Town of Amherst, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

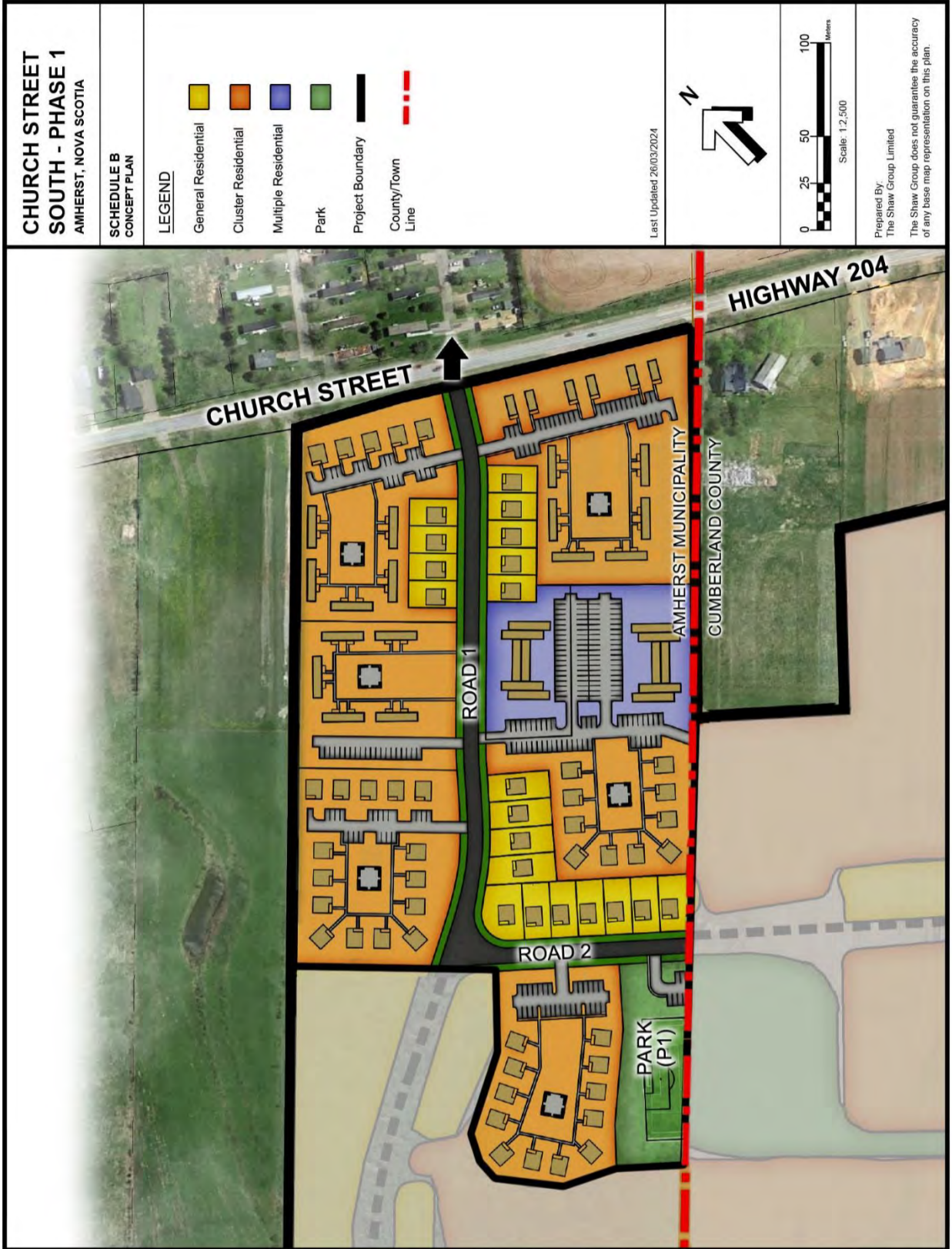
A Commissioner of the Supreme
Court of Nova Scotia

SCHEDULE A – Land Description

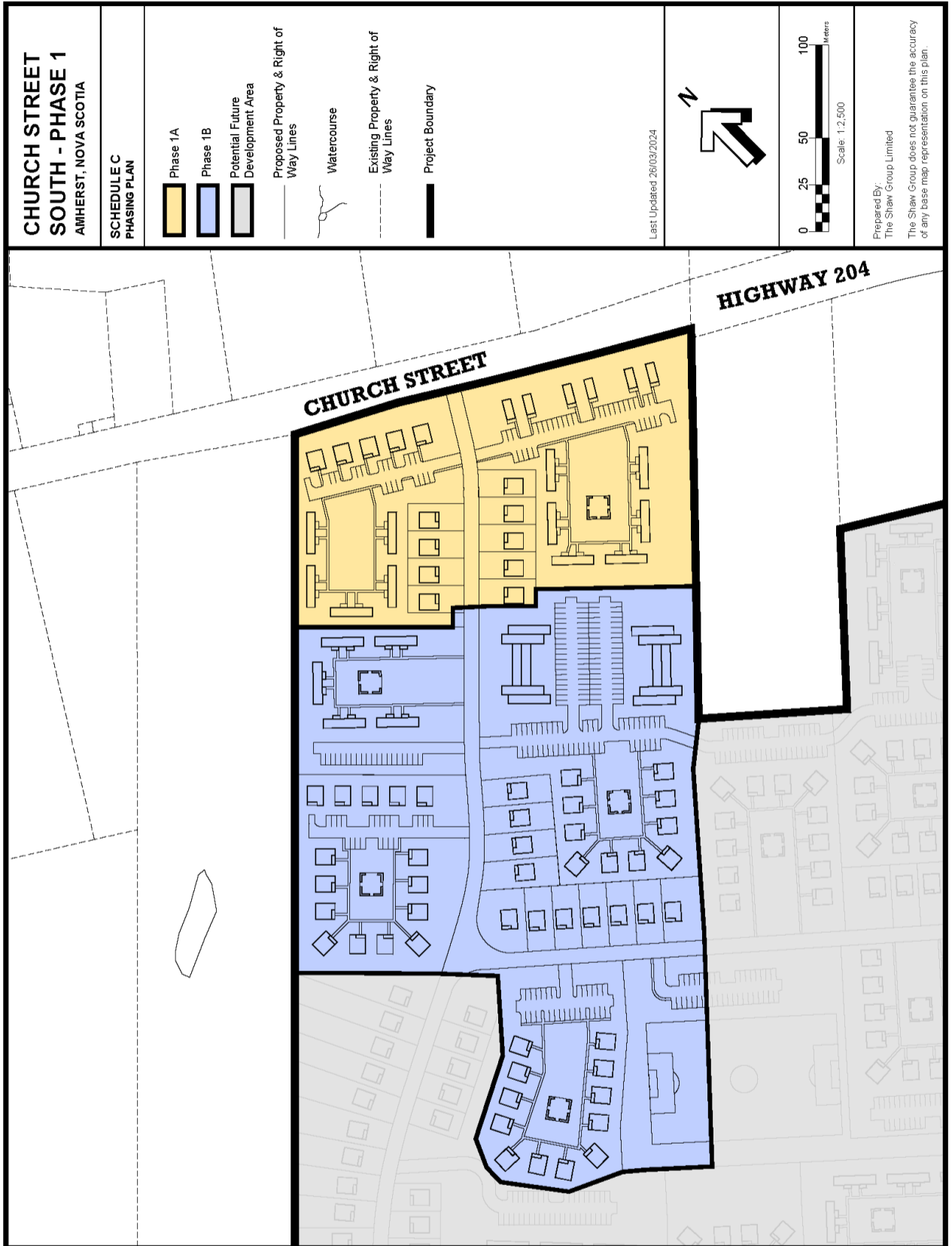
TEXT DESCRIPTION TO BE ADDED



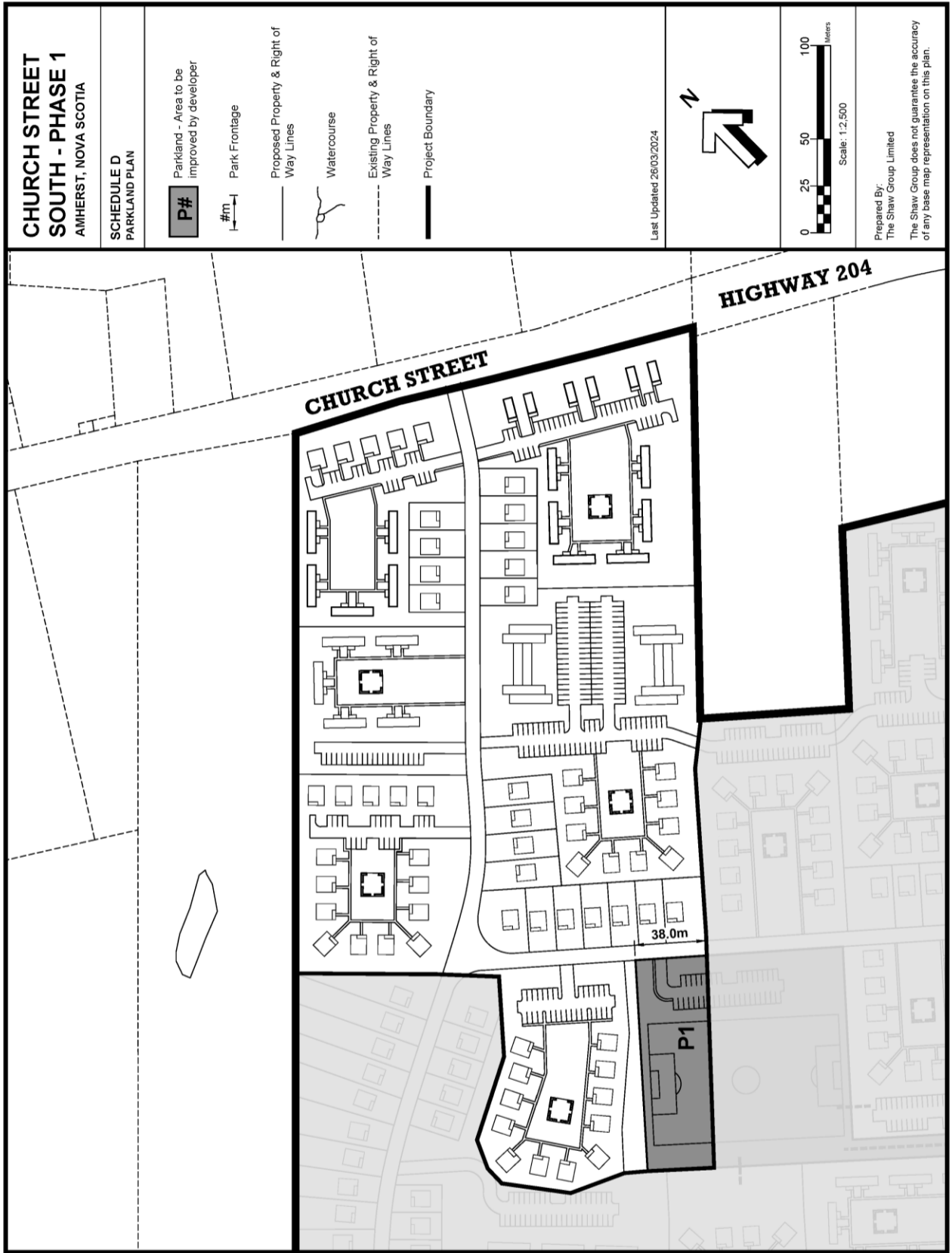
SCHEDULE B – Land Use Concept Plan



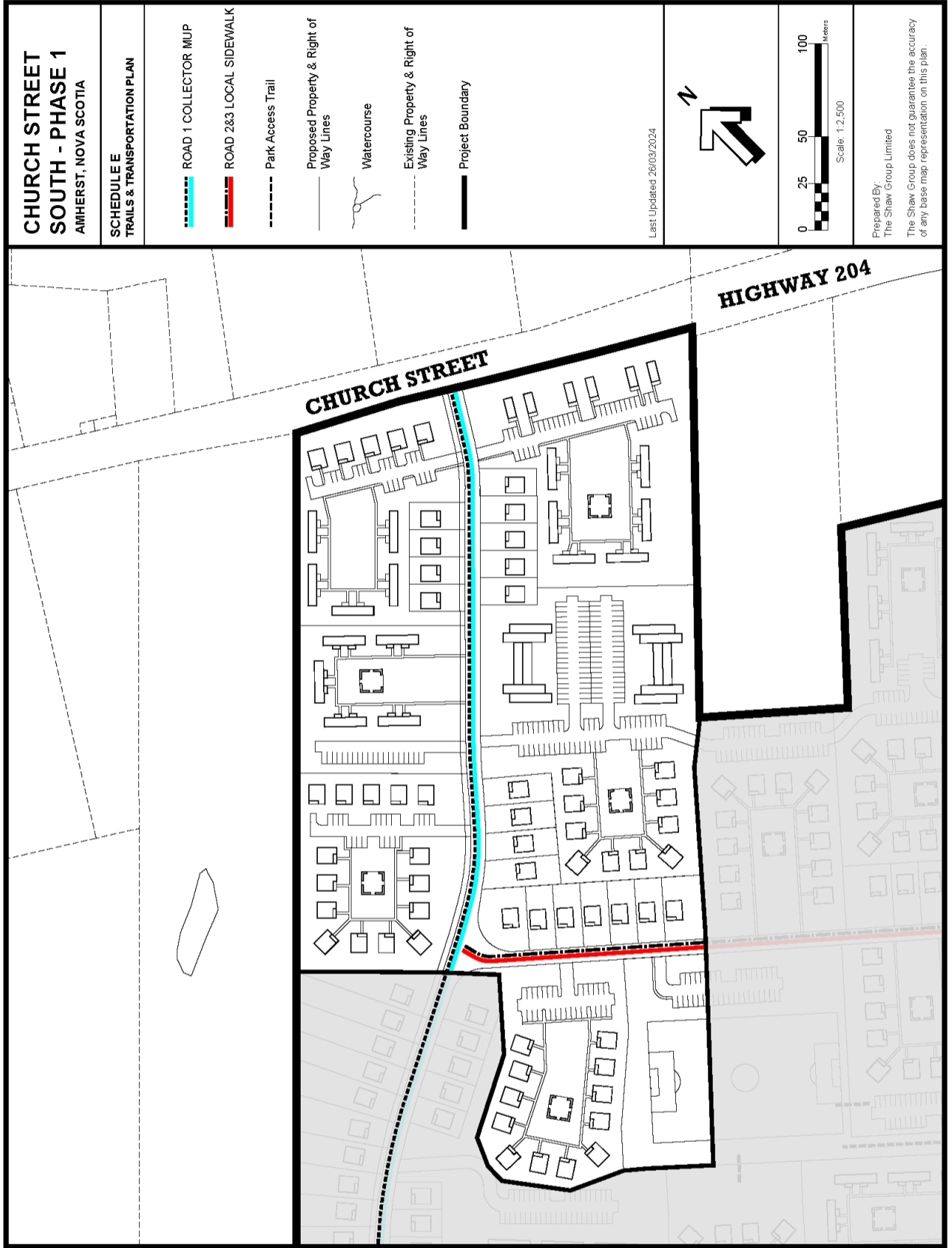
SCHEDULE C – Phasing Plan



SCHEDULE D – Parkland Plan



SCHEDULE E – Trails & Transportation Plan



SCHEDULE F – Road Cross Sections

<p>CHURCH STREET SOUTH - STAGE 1 AMHERST, NOVA SCOTIA</p>		<p style="text-align: right;">Last Updated: 26/03/2024</p>
<p>SCHEDULE F ROAD CROSS SECTIONS</p>	<p>NTS</p>	<p>Prepared By: The Shaw Group Limited</p> <p>The Shaw Group does not guarantee the accuracy of any base map representation on this plan.</p>

SCHEDULE G

DEFINITIONS

Accessory dwelling units	Accessory dwelling units means either a secondary suite use or a backyard suite use.
Accessory Use	Accessory Use means a use that is subordinate, incidental, and devoted to a main use on a lot.
Average Finished Grade	Average Finished Grade means the elevation of the finished ground abutting a structure, averaged around the perimeter of the structure.
Backyard Suite Use	Backyard Suite Use means a dwelling unit that is: (a) located within an accessory structure; (b) located on its own footing or foundation; and (c) not attached to a main building.
Balconies & Attached Decks	Balconies & Attached Decks means an unroofed elevated platform projecting from the wall of a building that may be semi-enclosed by a railing or a parapet, but where the structure remains open to the outside elements.
Building	Building means every continuous enclosed area with exterior walls on a lot that: (a) is built, erected, and framed of a combination of materials; (b) is either portable or fixed; (c) has a roof; (d) forms a structure for the shelter of persons, animals, or property; and (e) is located, in whole or in part, above or below grade.
Cluster Housing Use	Cluster Housing Use means a use where one or more clusters of units with separate pedestrian entrances are on the same lot. Units within a cluster housing use may be attached. Accessory facilities such as amenity areas, parking and driveways may be part of this use. For clarity, a cluster housing use include but is not limited to detached, semi-detached and townhouse dwelling units.
Corner Lot Sight Triangle	Corner Lot Sight Triangle means the area of a corner lot that is enclosed by a triangle, the apex of which is the intersection of the flanking lot line and the front lot line, two sides of which triangle are 6 metres in length measured from said point of intersection along the said lines and the base of which triangle is formed by a straight line joining the said exterior lot lines at the said points 6 metres from the intersection.
Daycare Use	Daycare Use means premises in which supervision is provided for individuals during the day. This definition excludes a school use or a hospital use.
Daycare, Home-Based Use	Home-Based Daycare Use means a family home daycare facility located in any portion of an existing residential dwelling without overnight accommodation and shall be in compliance with the Provincial regulations for the maximum number of children permitted in a home-based daycare.
Development	Development means the erection, construction, alteration, placement, location, replacement, or relocation of, or addition to, a structure and a change or alteration in the use made of land or structures.

Development Officer	Development Officer means a person or persons appointed by Council to administer land use matters, including this development agreement.
Dwelling or Dwelling Unit	Dwelling or Dwelling Unit means living quarters that: <ul style="list-style-type: none"> (a) are accessible from a private entrance, either outside the building or in a common area within the building; (b) are occupied or, if unoccupied, are reasonably fit for occupancy; (c) contain kitchen facilities within the unit; and (d) have toilet facilities that are not shared with the occupants of other dwelling units.
Exterior Grade	The elevation at which the finished grade of the ground where it meets the exterior of the front of a building or structure.
Floor Area	Floor Area means the horizontal area of all floors of a building or a parking structure, measured from the interior faces of any exterior wall or fire wall, but excludes the following: <ul style="list-style-type: none"> (a) unenclosed space outside any exterior walls or located on a rooftop, such as balconies, decks, and patios; (b) elevator shafts; (c) rooftop greenhouses; and (d) any space open to a floor below; and (e) interior staircases.
Ground Floor Commercial Use	Ground Floor Commercial Use means a permitted commercial use occupying a portion or the entirety of the first storey above grade in a building.
Habitable Storey	Habitable Storey means that portion of a building between any floor and the floor or ceiling or roof next above containing bedrooms or dwelling units.
Height	Height means the vertical distance between a structure's average finished grade and the structure's highest point.
Home-Based Business Use	Home-based business use means the use of a portion of a dwelling unit or an accessory structure for gainful employment, but excludes a short-term rental use except as permitted, a Home-Based Daycare use, or a home office use.
Home Office Use	Home Office Use means an office-related activity operated within a dwelling unit that does not regularly require direct in-person contact with clients on the premises, but excludes a home-based business use.
Lot Frontage	Lot Frontage means the distance between the side lot lines of a lot measured along the street, highway or private road.
Lot Line, Flanking	Flanking Lot Line means a side lot line that abuts the street or private road on a corner lot.
Lot Line, Front	Front Lot Line means the line dividing the lot from the street or private road. In the case of a corner lot or a lot with more than one line abutting a single street or private road the shorter boundary line abutting the street private road shall be deemed the front lot line. In the case of a through lot the longer boundary dividing the lot from the street or private road shall be deemed to be the front lot line.
Lot Line, Rear	Rear Lot Line means the lot line furthest from or opposite to the front lot line.

Lot Line, Side	Side Lot Line means a lot line other than a front, flanking, or rear lot line.
Main Building	Main Building means a building that contains a primary use on a lot.
Medical Clinic Use	Medical Clinic Use means premises used for the medical examination and treatment of patients on an outpatient basis, for purposes such as family medicine, primary health care, walk-in clinic, dentistry, optometry, podiatry, nutritional counselling, psychiatry, psychological counselling, crisis intervention, physiotherapy, chiropractic, osteopathy, harm reduction, massage therapy, and other similar uses.
Model suite uses	Model Suite Use means premises used to display a sample dwelling unit that is available for sale or rental in a residential development, and may incorporate sales or rental offices.
Multiple unit dwellings	a building consisting of 4 or more dwelling units which shall not include townhouses.
Office Use	Office Use means premises in which a person transacts the affairs of a business, profession, service, industry, or government, excluding a home office use.
Outdoor Storage and Display	Outdoor Storage and Display means either: <ul style="list-style-type: none"> a) storage exterior to a building of items such as merchandise, goods, inventory materials, or equipment and where such items are not intended for immediate sale; but does not include items ancillary to a residential use, such as, but not limited to, firewood for on-site consumption; or b) the display of retail goods or materials intended for the immediate sale to the general public where such goods are not enclosed within a building.
Park Use	Park Use means land that is primarily used for outdoor recreational purposes, either active or passive or green space conservation. A park use may include land and buildings for uses that are accessory to the park use or uses associated with government or not-for-profit organizations.
Personal Service Use	Personal Service Use means services for the needs of individuals or pets, such as grooming and haircutting, tailoring and shoe repair, tattooing, tutoring, depots for collecting dry cleaning and laundry, laundromats, warming and cooling centres, food banks, soup kitchens, drop-in centres, funeral homes, and the retail sale of products accessory to any service provided. For further clarity, a personal service use does not include veterinary facility uses, kennel uses, pet daycare uses, and crematorium uses.
Residential Facility Use	Residential Facility Use means a building or part of a building operated as one integrated facility in which accommodation is provided to individuals and that includes additional care and services for residents, such as, but not limited to, medical care, supervisory or personal care, and counselling, but shall not include a facility that is licensed by or under contract to Corrections Canada or Nova Scotia Corrections, or successor bodies. Examples include special care facilities such as nursing homes and group homes.

Retail Store Use	Retail Store Use means a building or part of a building in which goods, wares, merchandise, substances, articles, or things are offered or kept for sale directly to the public at retail, but does not include automotive sales, boat and marine sales, or heavy equipment sales.
Secondary suites	Secondary Suite Use means a self-contained subordinate dwelling unit contained within a main dwelling unit.
Short-term Rental	A dwelling unit, or part thereof, that is used mainly for the reception of the travelling or vacationing public and is provided as temporary accommodation for compensation.
Semi-detached dwellings	Semi-Detached Dwelling Use means two dwelling units, where each is located on an individual lot, but joined along a single lot line.
Setback	Setback means a required distance to a specified lot line or a transportation reserve boundary from an exterior wall of a building or a use at, above, or below grade.
Sign	Sign means any structure designed or intended to convey information using words, images, symbols, pictures, logos, or any combination thereof, for the purpose of providing direction, information, identification, advertisement, business promotion, or the promotion of a product, activity, service, or idea. For further clarity, country flags, decorations or festival signage are not considered a sign.
Single unit dwelling use	Single unit dwelling use means a detached building containing one dwelling unit. For further clarity, a single-unit dwelling use shall include a mobile dwelling.
Street	Street means a public street, highway, road, lane, sidewalk, thoroughfare, bridge and square, and the curbs, gutters, culverts, and retaining walls in connection therewith.
Structure	Structure means anything that is erected, built, or constructed of parts joined together or any such erection fixed to or supported by the soil or by any other structure. A structure shall include buildings, walls, wharves, seawalls, attached decks, signs, and fences.
Temporary Construction Use	Temporary Construction Use means a use, which in the opinion of the Development Officer, is of limited duration and accessory to a development in progress, such as: <ul style="list-style-type: none"> (a) work camps; (b) construction camps; (c) rock crushers; (d) sales or rental offices; (e) on-site construction management offices; (f) tool or maintenance sheds; and (g) shipping containers that serve as one of the foregoing.
Temporary Use	Temporary Use means a use that is 90 cumulative days or less in duration within any one calendar year and is: <ul style="list-style-type: none"> (a) associated with a holiday or special event, or (b) accessory to a permitted main use; and (c) excludes a temporary construction use.

Townhouses	Townhouse means a building that is divided vertically into three or more dwelling units, where each unit is located on a separate lot, and each unit has an independent pedestrian entrance.
Watercourse	means the bed and shore of a natural river, stream, lake, creek, pond, marsh, estuary or salt-water body that contains water for at least part of each year.
Utility uses	Utility Use means structures, equipment, or materials used to store or convey stormwater, or any structures, equipment, or materials used by a corporation, municipality, or other entity authorized to install and maintain energy, gas, water, or communication systems for public use.
Yard	Yard means an open area at ground level that is uncovered by any main building, except where an encroachment is permitted.
Yard, Flanking	Flanking Yard means a side yard which abuts a street on a corner lot.
Yard, Front	Front Yard means a yard that extends across the full width of a lot between the front lot line and the nearest main wall of any building or structure on the lot.
Yard, Rear	Rear Yard means a yard that extends across the full width of lot between the rear lot line and the nearest main wall of any main building on the lot.
Yard, Required	Required Yard means the area between a front, side, rear, or flanking lot line and a line parallel to the respective lot line set back a distance equal to the applicable yard setback.
Yard, Side	Side Yard means a yard extending between the front yard and the rear yard and between a side lot line and the nearest main wall of any main building on the lot.

MEMO

TO: Planning Advisory Committee

FROM: Andrew Fisher, Director of Planning & Strategic Initiatives

DATE: April 2, 2024

RE: **Development Agreement – Dolan Property Development Phase 1**

PROPOSAL

An application by Stephanie Mah Trottier of Shaw Group Limited for a development agreement (DA) to allow the development of a property at 105 Church Street, also known as the Dolan Property. The development agreement covers a 20-acre portion of the 123-acre property, representing phase 1 of the development, which falls within the boundaries of the Town of Amherst.

BACKGROUND INFORMATION

The attached application briefing provides the site details, neighborhood context, and building proposal details. The developer proposes a multi-phase residential development containing a full range of housing types from single-detached dwellings, to cluster housing, to apartment buildings. One of the main focuses of the developer is to test unique development types that are affordable or attainable, yet promote social cohesion. Smaller lots and yard setbacks reduces the amount of costly street infrastructure to service each dwelling unit. Clustered semi-detached and townhouses, also called ‘pocket communities, arranged around a central open space are intended to promote social interaction, increase security and community cohesion. The developer is also focused on reducing costs through standardized and modular construction methods.

The flexibility needed to allow this development is not provided for in the town’s Land Use Bylaw (LUB). The attached Development Agreement could be considered as a LUB within a development agreement. It contains four ‘Areas’, described as follows:

General Residential Area – permits single and semi-detached, townhouses and multi-unit dwellings with up to 4 units. This area does not allow cluster developments.

Cluster Residential Area – permits clustered and non-cluster developments, but no multi-units.

Multiple Residential Area – permits all residential types, including apartment buildings with up to 44 units.

Parks & Open Spaces Area – this area sets aside lands dedicated for public open space.

The DA also provides for other uses typical of residential developments, such as Home-Based Businesses, daycares, care facilities, etc.

As noted above, this DA is subject to a 20-acre portion of the 123-acre property that is entirely within the town boundary. This DA is being sought now to enable the goal of achieving approximately 30-40 dwelling units completed by the spring of 2025. While there is a master plan of the entire property, development beyond the scope of this DA is dependent upon the Town and the County of Cumberland reaching an agreement with respect to municipal servicing.

RELEVANT POLICIES

1. Residential Policies (RP)

RP-9 (Medium and High Density By Development Agreement)

Within the Residential Designation, 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 neighbourhood. 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:

- (a) ensure that the structure 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.*

The proposed development would have a mix of single and multi-unit homes, providing sufficient on-site parking but located so that it does not impact the intended purpose of a community feel and providing enough green space with amenities to improve the aesthetic quality of the development, therefore, satisfying this policy.

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.*

This development is characterized as a mix of housing types and densities, and is intended to provide affordable and/or 'attainable' home ownership.

RP-12 (Residential Area Design)

It shall be the intention of Council to ensure that new residential areas:

- (a) provide for the efficient use of land;*
- (b) provide for the efficient and economic extension of existing water, storm sewer and sanitary sewer systems and other utilities;*
- (c) incorporates a hierarchy of streets that efficiently and safely accommodates traffic flows and proper access to other areas of Town;*
- (d) provides for the efficient and safe movement of pedestrians and cyclists;*
- (e) minimizes adverse effects on the environment;*
- (f) provides for parks and other community uses in safe and central locations.*

The proposal satisfies this policy as the land will be used efficiently, extension of water, storm sewer and sanity will be added and will safely accommodate traffic flow.

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 draft DA addresses all relevant aspects of this policy.

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 to the overall characteristics of its surrounding area.

3. Municipal Service Policies (MS)

MS-2 (Service Capacity)

It shall be the intention of Council to require that new municipal water, sanitary sewer and storm sewer services be built to a capacity capable of providing service to undeveloped lands beyond the immediate development area, when the development of such an area is dependant upon use of said services.

It shall further be in the intention of Council to pay the incremental cost of such excess capacity and to recoup such costs upon development of the undeveloped lands outside the immediate development.

The Operations Department have reviewed this proposal and confirmed that municipal services can accommodate this development.

4. Recreation Policies

R-21 High Density Open Space

It shall be the intention of Council to require multiple unit residential properties to provide usable open space for the use of residents on the site.

The proposal is generally in keeping with this policy.

5. 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.*

The proposal meets the intent of the relevant town bylaws and regulations. 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. With regard to subsection (c), the proposed use does not conflict with the existing uses in the neighborhood and the dimensions fit other existing developments in the area. Parking and traffic generation is not to be an issue for the area.

DISCUSSION & CONCLUSION

Staff feel the draft DA is in keeping with the general intent of the relevant polices of the MPS. The proposal has the potential to have a significant positive impact not just for the Town of Amherst by addressing the shortage of suitable and affordable housing. This development is appropriate for the area in terms of its height, bulk, and general built form.

The following decision options are therefore put forward:

OPTIONS:

- Option One: Recommend that Council enter into the Development Agreement for the Dolan Property Development as drafted.
- Option Two: Recommend that Council not enter into the Development Agreement for the Dolan Property.
- Option Three: Defer a decision and request additional information and /or changes to the proposal.

STAFF RECOMMENDATION: Option One.

Public Participation Opportunity

Development Agreement to Permit the Construction of a mix of single detached and multi-unit dwellings

March 27, 2024



Disclaimer

These applications are not the Town's proposal. It is a property owner's right to make an application for a development agreement or a zoning map amendment. No approval or decisions have been made.

Introduction

Aim

To ensure public involvement in the planning process, particularly on development proposals that require a development agreement and/or an amendment to any of the existing planning documents.

Objectives

Explain the concept of “development agreement” and how it is administered in the Town of Amherst.
Describe the proposal and outline the relevant land use bylaws and policies.

Development Agreement

What is a Development Agreement (DA)?

A development agreement is a legally binding contract between a property owner and the Town that stipulates standards, design requirements, terms and conditions to which the property owner must adhere.

Aspects of a development that may be addressed in this agreement include:



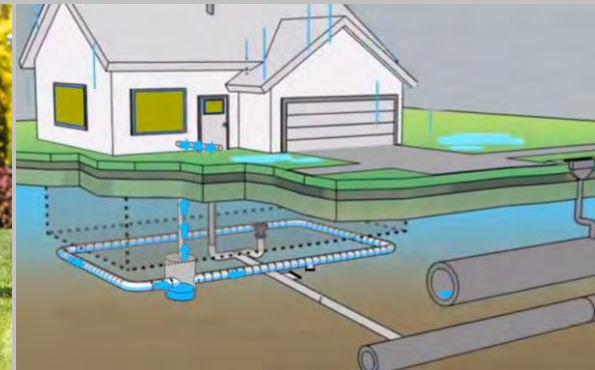
Architectural Design



Parking



Landscaping



Drainage

A development agreement may also influence the use, of fencing and other similar site features to ensure the matter is addressed adequately, stipulate how the project should be phased, enforce certain special requirements, and require the developer to make contribution towards funding public infrastructure.

Development Agreement Process

1. **Public Participation Opportunity** is where a summary of the proposal and relevant policies to consider is provided. The proponent is invited to attend and the public is invited to provide input.
2. The Planning Advisory Committee (PAC) considers a recommendation to Council based on a summary of the Public Participation Opportunity meeting and a staff report.
3. Council considers First Reading of the agreement and schedules a Public Hearing.
4. Council considers Second Reading, and if approved, notice is placed in local media providing 14-days to appeal the decision.
5. If no appeals are received the agreement is executed and Building Permits can be issued, subject to agreement terms.

*All meetings of the PAC and Council are open to the public.

The final decision to enter into a development agreement or amend a planning document rests on the town Council and must be reasonable in keeping with the intent of the Municipal Planning Strategy.

Development Agreement Process



Application Details

Applicant/ Owner: Stephanie Mah Trottier, Shaw Group Limited

Summary of Proposal: Construction of a residential development containing a maximum of 200 dwelling units within a mix of single detached, cluster and multi-unit dwellings.

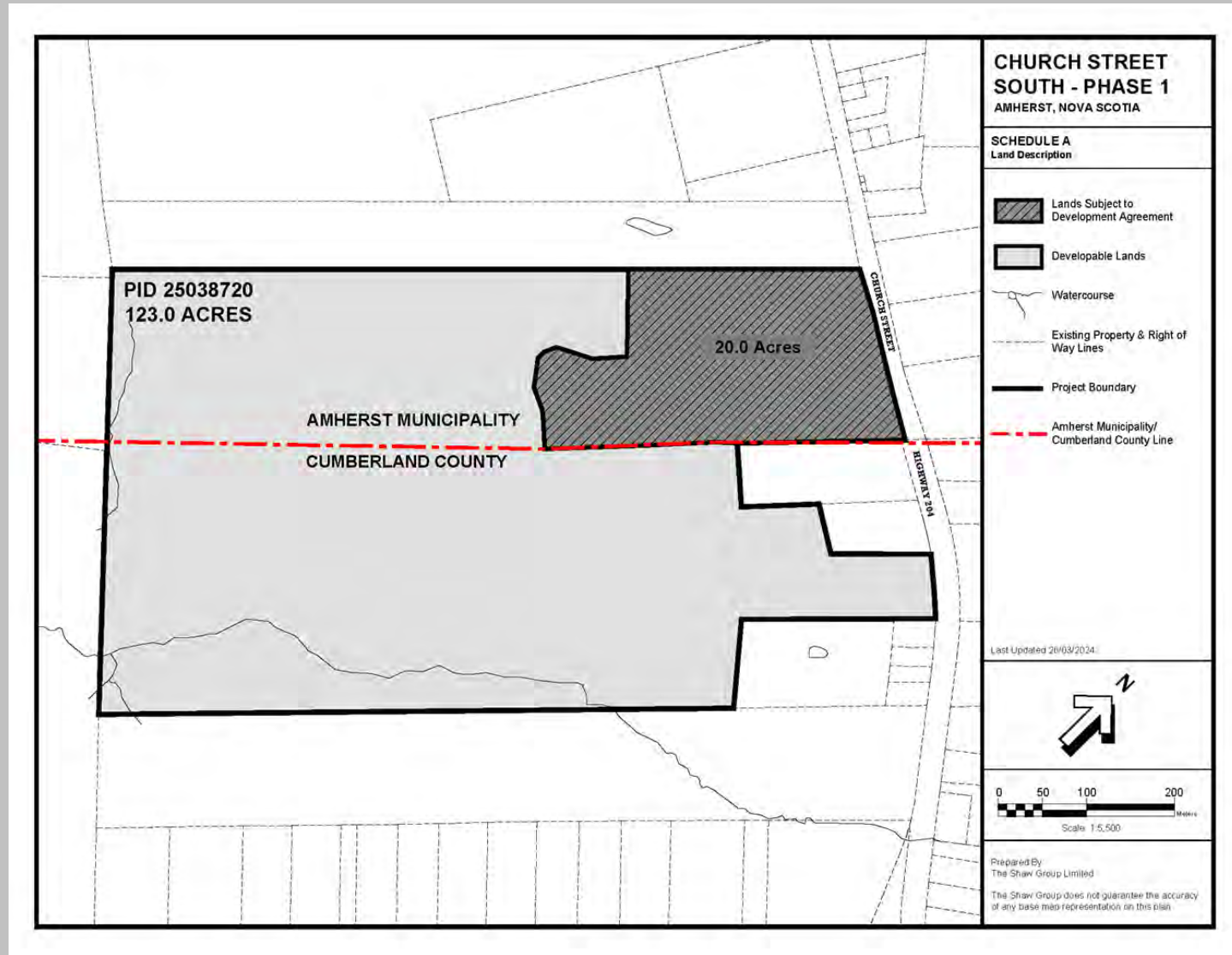
Location: PID 25038720 (Dolan Property), 305 Church St.

Total Property Area: 124 acres
Area Subject to DA: 20 acres

Existing Zoning: Highway Commercial Zoning

Existing Land Use: Vacant - open field and forested

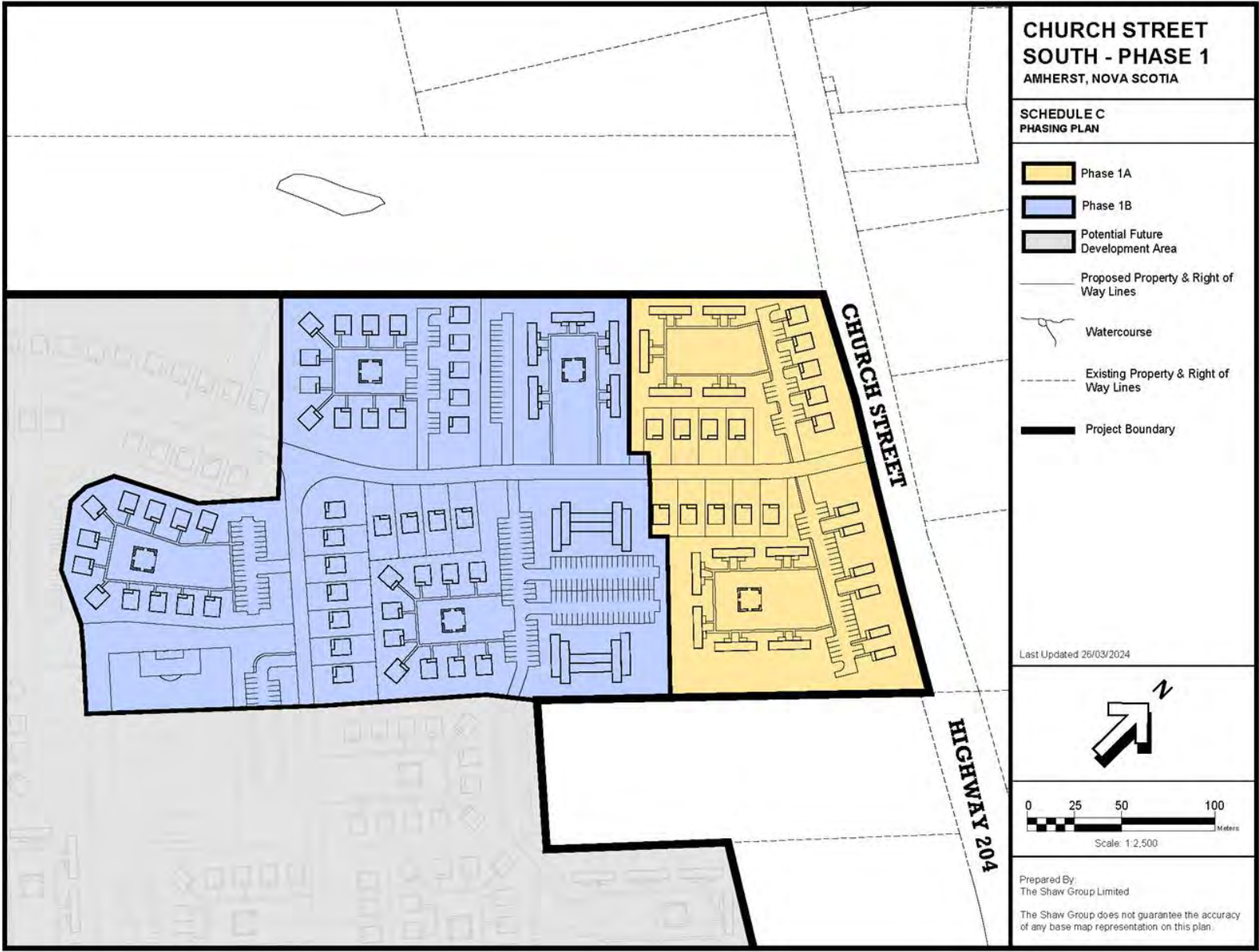
Street Frontage: 219m (in Town), 80m (in County) along Church Street



Neighbourhood Context

- The subject property is located on the boundary of The Town of Amherst and Cumberland County.
- Immediately surrounded by vacant pasture and forested land.
- To the north, Brentwood Estates (Leased Land Community), a commercial storage facility and a 98-bed care facility (under construction) are nearby.





CHURCH STREET SOUTH - PHASE 1

AMHERST, NOVA SCOTIA

SCHEDULE B CONCEPT PLAN

LEGEND

- General Residential 
- Cluster Residential 
- Multiple Residential 
- Park 
- Project Boundary 
- County/Town Line 



Last Updated 26/03/2024



Prepared By:
The Shaw Group Limited

The Shaw Group does not guarantee the accuracy of any base map representation on this plan.

CHURCH STREET SOUTH - PHASE 1 AMHERST, NOVA SCOTIA

SCHEDULE D PARKLAND PLAN

P# Parkland - Area to be improved by developer

#m Park Frontage

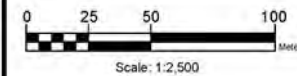
Proposed Property & Right of Way Lines

Watercourse

Existing Property & Right of Way Lines

Project Boundary

Last Updated 26/03/2024



Prepared By:
The Shaw Group Limited

The Shaw Group does not guarantee the accuracy of any base map representation on this plan.



Renderings



#seewhyweloveit

Renderings



#seewhyweloveit

Renderings



#seewhyweloveit

Multi-unit Example



#seewhyweloveit

Renderings



#seewhyweloveit

Relevant Planning Bylaws & Policies

1. General Land Use and Development Policies

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.

Relevant Planning Bylaws & Policies

2. Residential Policies

RP-9 (Medium and High Density By Development Agreement)

Within the Residential Designation, 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 neighbourhood. Specifically, Council shall require that all residential developments greater than 4 dwelling units per property, be subject to a Development Agreement. In Agreement. In negotiating such an agreement Council shall:

- (a) ensure that the structure 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

Relevant Planning Bylaws & Policies

2. Residential 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 residential area of town by: (a) encouraging a mix of housing types and densities.

RP-12 (Residential Area Design)

It shall be the intention of Council to ensure that new residential areas:

- (a) provide for the efficient use of land;
- (b) provide for the efficient and economic extension of existing water, storm sewer and sanitary sewer systems and other and other utilities;
- (c) incorporates a hierarchy of streets that efficiently and safely accommodates traffic flows and proper access to other other areas of Town;
- (d) provides for the efficient and safe movement of pedestrians and cyclists;
- (e) minimizes adverse effects on the environment;
- (f) provides for parks and other community uses in safe and central locations.

Relevant Planning Bylaws & Policies

3. Municipal Services

MS-2 (Service Capacity)

It shall be the intention of Council to require that new municipal water, sanitary sewer and storm sewer services be built to a capacity capable of providing service to undeveloped lands beyond the immediate development area, when the development of such an area is dependent upon use of said services.

It shall further be in the intention of Council to pay the incremental cost of such excess capacity and to recoup such costs upon costs upon development of the undeveloped lands outside the immediate development.

4. Recreation Policies

R-21 High Density Open Space

It shall be the intention of Council to require multiple unit residential properties to provide usable open space for the use of residents on the site.

Relevant Planning Bylaws & Policies

5. Implementation Policy

A-5 (Amendment Criteria)

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 - (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.

Church Street

Amherst, NS

March 27, 2024

Stephanie Mah Trottier B.Sc, MES, LPP
Director of Design & Sustainability
Clayton Developments
E: smah@claytondev.com
C: 902 471 9592



Pocket Communities



New Glasgow, NS
Under Construction



Halifax,
NS

Traditional
pocket style
development

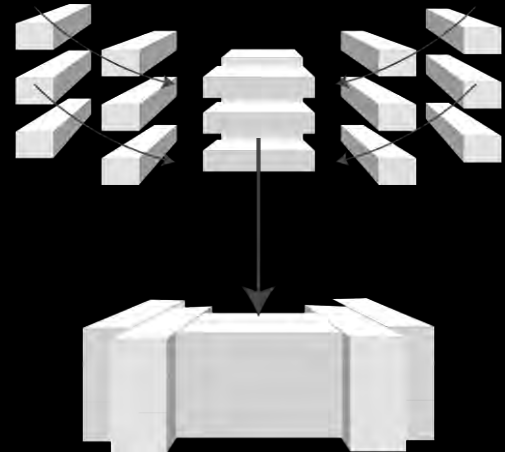
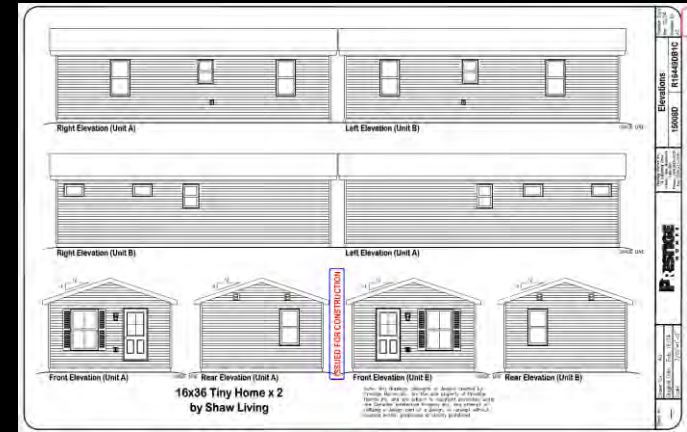
Pocket Communities



- Walkways → • Increased interactions with neighbours
- Grouped Parking → • Easy to engage in active/social outdoor activities
- Communal Green Space → • Community oriented focus
- Homes Face Inward → • Increased sense of security
- Front Porches → • Enables low effort social interactions
- Small Building Footprints → • Encourages use of communal space

Cost Reduction

- Standardized Construction
 - Hybrid homes
 - 8 – 10 weeks
 - SOPs
- Modular Innovation
 - 8 – 10 business days
 - Diverse products
- Reduced Infrastructure





Thank You!

Town of Amherst
Public Participation Opportunity
Summary

Date: March 27, 2024
Time: 5:00 pm
Location: Council Chambers, Town Hall

Members Present Councillor Charlie Chambers
Councillor Hal Davidson
Councillor Leon Landry (via Zoom)
Deputy Mayor Dale Fawthrop
Ronald Wilson, Citizen Representative, Chair
Creighton McCarthy, Citizen Representative

Staff Present Andrew Fisher, Director, Planning & Strategic Initiatives
Torben Laux, Planner/GIS
Jeff Bacon, Business Development Officer
Marc Buske, Building Official
Sean Payne, Corporate Communications Officer
Natalie LeBlanc, Municipal Clerk
Cindy Brown, Administrative Assistant

-
- 1. Call to Order**
Andrew Fisher called the Public Participation Opportunity to order.
 - 2. Territorial Acknowledgment**
Andrew Fisher gave the Territorial Acknowledgement.
 - 3. Introduction**
Andrew Fisher introduced Town of Amherst staff, members of Council and the members of the Planning Advisory Committee that were in attendance as observers, and explained the development agreement process.

4. Presentations

4.1 Dolan Property

4.1.1 Staff Reports / Presentations

Andrew Fisher presented the application for a development agreement to permit the construction of a residential development containing a mix of single detached and multi-unit dwellings on a portion of the property located at PID 25038720 (known locally as the Dolan Property).

4.1.2 Public Participation Opportunity

Stephanie Mah Trottier with the Shaw Group presented a more in-depth presentation of the application and described "Pocket Communities".

There was a written submission from Jillian and Derek Hunter, she would like a large ditch for run off and snow melt along her property of 320 HWY 204 which is immediately next to the subject property, as they have never had water problems on my property or basement before. Jillian Hunter wanted it made aware she has wood heat and smoke can be present on some weather conditions.

Derek Hunter was in attendance and expressed his concern with the potential for drainage on his property from the snow being pushed near his property.

Deputy Mayor Fawthrop asked if the units will be designed with accessibility in mind and if there will be any accessible parking spots. Stephanie Mah Trottier said yes, some of the units will be accessible and those units will be closest to the parking area. Deputy Mayor Fawthrop asked about snow removal and grass maintenance. Stephanie Mah Trottier replied that has not been decided yet but will be a joint management handing the snow and grass maintenance.

Jason Murphy commented that he used to live in a pocket community in Halifax and they are very nice.

4.2 13 Industrial Park Drive

4.2.1 Staff Reports / Presentations

Andrew Fisher presented an application to amend the Amherst Land Use Bylaw P-2 by changing the zoning of Lot 01-2 Industrial Park Drive (PID 25395872 & 25028507) from Highway Commercial to Mini Home.

4.2.2 Public Participation Opportunity

The applicant Wendi Chase was in attendance and explained that it will not be a land-leased community, and that the intent is to have a contract with a local builder to build the homes and put them on lots and then sell them.

Susan Costin asked if there will be a development agreement required for this property? She wanted to know if conventional housing be allowed as well as mini homes. Andrew Fisher explained that there is no development agreement required, any conventional home or mini home can be built on these lots as this is a re-zoning application.

Susan Costin wanted to know when that changed and if she can have conventional homes built in the mini home park she owns. Andrew Fisher said he will address with her at a later time.

Jason Murphy spoke on behalf of Clarence Farms, which is adjacent to the subject property. He said he has issues with drainage on his property and wants the water displacement to be taken in account when the subject property is developed. He also suggested the developer consider a privacy fence be installed in to discourage children from coming onto the Clarence Farms property for safety reasons as there are large trucks coming and going making deliveries.

5. Closing

There being nothing further from the public, Mr. Fisher indicated that the next Planning Advisory Committee meeting will be held on April 2, 2024 at 4:30 PM. He noted that although the meeting is open to the public, it is not an opportunity for the public to address the Committee. He thanked everyone for coming and for their inputs.

SYNOPSIS

Land Use Bylaw Zoning Map Amendment – 11 & 13 Industrial Park Drive

The owner of 11 and 13 Industrial Park Drive have applied for a zoning map amendment to change the currently zoned Highway Commercial Zone properties to the Mini Home Zone. This zoning change would allow a residential development containing mobile homes.

A public participation opportunity was held March 27, 2024, where minor concerns were raised with respect to drainage and stormwater management; as well as, the desire for fencing.

On April 2nd, the Planning Advisory Committee recommended that Council rezone the properties as requested.

MOTION:

That Council give First Reading to a By-law to Amend the Land Use Bylaw Zoning Map by changing the zoning of the subject properties from Highway Commercial to Mini Home Zone, and schedule a public hearing for Wednesday, May 15, 2024 at 5:00 p.m. in Council Chambers.



AMHERST TOWN COUNCIL

RFD# 2024047

Date: April 22, 2024

TO: Mayor Kogon and Members of Council

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

DATE: April 22, 2024

SUBJECT: Development Agreement – Rezoning, Industrial Park Drive

ORIGIN: An application by Wendi Chase and Bruce White Insurance Agencies LTD for a zoning map amendment to rezone property on Industrial Park Drive from Highway Commercial to the Mini Home Zone.

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

PAC RECOMMENDATION: On April 2, 2024, the PAC recommended that Council enter into the attached Development Agreement for the rezoning of the property (PID 25395872) and a portion of 11 Industrial Park Drive (PID 2508507) from Highway Commercial to Mini Home Zone.

BACKGROUND: The subject property contains a vacant parcel (PID 25395872) and a portion of 11 Industrial Park Drive (PID 2508507). The subject portion of 11 Industrial Park Drive would be subdivided from the existing buildings (Cooperators Insurance) and assembled with the vacant lot. The new lot would then be subdivided into 18 single-dwelling building lots with a new street constructed to provide frontage.

The subject property is currently zoned Highway Commercial, which does permit residential uses, except Mobile Homes. Mobile Homes are defined as prefabricated dwellings with a length-to-width ratio greater than 3:1.

An advertised Public Participation Opportunity was held March 27, 2024 where a neighbouring property owner expressed a desire for stormwater management and possibly a privacy fence to provide a visual barrier between the proposed residential and existing commercial uses. The subdivision process requires stormwater management. A fence is not a requirement.

DISCUSSION: As detailed in the attached staff report to the PAC, the proposal meets the general intent of MPS policies. Approval of the rezoning would facilitate additional housing in town.

FINANCIAL IMPLICATIONS: Ongoing tax revenue upon completion of the development.

SOCIAL JUSTICE IMPLICATIONS: None specific to this issue.

ENVIRONMENTAL IMPLICATIONS: None specific to this issue.





AMHERST TOWN COUNCIL

RFD# 2024047

Date: April 22, 2024

COMMUNITY ENGAGEMENT: An advertised Public Participation Opportunity was held on March 27, 2024. Should Council approve First Reading, a Public Hearing will take place May 15th.

ALTERNATIVES:

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

ATTACHMENTS:

- 1) Staff report to PAC.
- 2) Application Briefing
- 3) PPO summary
- 4) By-law to Amend

Report prepared by: T. Laux
Report and Financial approved by:



MEMO

TO: Planning Advisory Committee

FROM: Andrew Fisher, Director of Planning & Strategic Initiatives

DATE: April 2, 2024

RE: **Zoning Map Amendment – Industrial Park Drive Rezoning**

PROPOSAL

An application by Wendi Chase and Bruce White Insurance Agencies LTD for a zoning map amendment to rezone property on Industrial Park Drive from Highway Commercial to the Mini Home Zone.

BACKGROUND INFORMATION

The attached application briefing provides the property details, neighborhood context, and proposed subdivision layout. The subject property contains a vacant parcel (PID 25395872) and a portion of 11 Industrial Park Drive (PID 2508507). The subject portion of 11 Industrial Park Drive would be subdivided from the existing buildings (Cooperators Insurance) and assembled with the vacant lot. The new lot would then be subdivided into 18 single dwelling building lots with a new street constructed to provide frontage.

The subject property is currently zoned Highway Commercial that does permit residential uses, except Mobile Homes. Mobile Homes are defined as prefabricated dwellings with a length to width ratio greater than 3:1. Below is the LUB section 7.4 pertaining to the Mini Home Zone:

7.4 Mini Home Park Zone

7.4.1 Mini Home Park Zone Uses Permitted

The following use shall be permitted in the Mini Home Park Zone:

- (a) All uses permitted in the General Residential Zone, subject to General Residential Zone regulations
- (b) Mini Homes
- (c) Mini Home Parks
- (d) Multiple Section Mini Homes

7.4.2 Accessory Uses Permitted

Accessory uses are permitted in the Mini Home Park Zone provided that the accessory use does not exceed 35 m² of floor as per mini home rental pad or space.

7.4.3 Conformance with Mini Home Park Bylaw

Notwithstanding anything in this Bylaw, any development permit issued for a Mini Home Park shall satisfy all relevant provisions of the Mobile Home Park Bylaw.

Collectively, this type of development will provide further growth to the Town of Amherst and allow the Mini Home Zone already existing to the west to expand. Parking spaces and landscaping for each lot will be provided to satisfy policies, and the density of this proposed development fits seamlessly into its surroundings. The applicant has stated that their intention is to sell each lot individually and is in partnership with a prefabricated building manufacturer in the region.

RELEVANT POLICIES

1. Residential Policies (RP)

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.*

The development will allow for more mini-homes to be constructed and allow homeownership.

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 proposal does meet the minimum setback standards in the LUB, and fencing or other forms of visual barrier are not needed as this proposal is compatible with other land uses in the area. The parking areas for the development are distributed in a manner that does not dominate the area by limiting accessibility, utilization of vegetation, or aesthetic quality.

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 to the overall characteristics of its surrounding area.

3. Municipal Service Policies (MS)

MS-2 (Service Capacity)

It shall be the intention of Council to require that new municipal water, sanitary sewer and storm sewer services be built to a capacity capable of providing service to undeveloped lands beyond the immediate development area, when the development of such an area is dependant upon use of said services.

It shall further be in the intention of Council to pay the incremental cost of such excess capacity and to recoup such costs upon development of the undeveloped lands outside the immediate development.

The surrounding infrastructure is capable of accommodating this development.

5. 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:

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- (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.**

The proposal meets the intent of the relevant town bylaws and regulations. 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. With regard to subsection (c), the proposed use does not conflict with the existing uses in the neighborhood and the dimensions fit other existing developments in the area. Parking and traffic generation is not to be an issue for the area.

DISCUSSION & CONCLUSION

Staff feel the proposal conforms with the general intent of relevant policies of the MPS, and represents an opportunity to provide additional attainable housing.

OPTIONS:

- Option One: Recommend that Council amend the Land Use Bylaw Schedule A Zoning Map by changing the zoning designation of the subject property to Mini Home Zone.
- Option Two: Recommend that Council not amend the Land Use Bylaw.
- Option Three: Defer a decision and request additional information and /or changes to the proposal.

STAFF RECOMMENDATION: Option One.

Public Participation Opportunity

**Development Agreement to Permit the Rezoning of a Property from
Highway Commercial Zone to Mini Home Zone**

March 27, 2024



Disclaimer

These applications are not the Town's proposal. It is a property owner's right to make an application for a development agreement or a zoning map amendment. No approval or decisions have been made.

Introduction

Aim

To ensure public involvement in the planning process, particularly on development proposals that require a development agreement and/or an amendment to any of the existing planning documents.

Objectives

Explain the concept of “development agreement” and how it is administered in the Town of Amherst.
Describe the proposal and outline the relevant land use bylaws and policies.

Zoning Map Amendment Process



Application Details

Applicant/ Owner: Wendi Chase, Bruce White Insurance Agencies LTD

Summary of Proposal: To rezone the property from Highway Commercial Zone to Mini Home Zone to allow Mobile Homes within subdivision containing approximately 18 dwelling lots.

Location: PID 25395872 and 25028507 (13 Industrial Park Drive)

Property Area: 3.9 acres

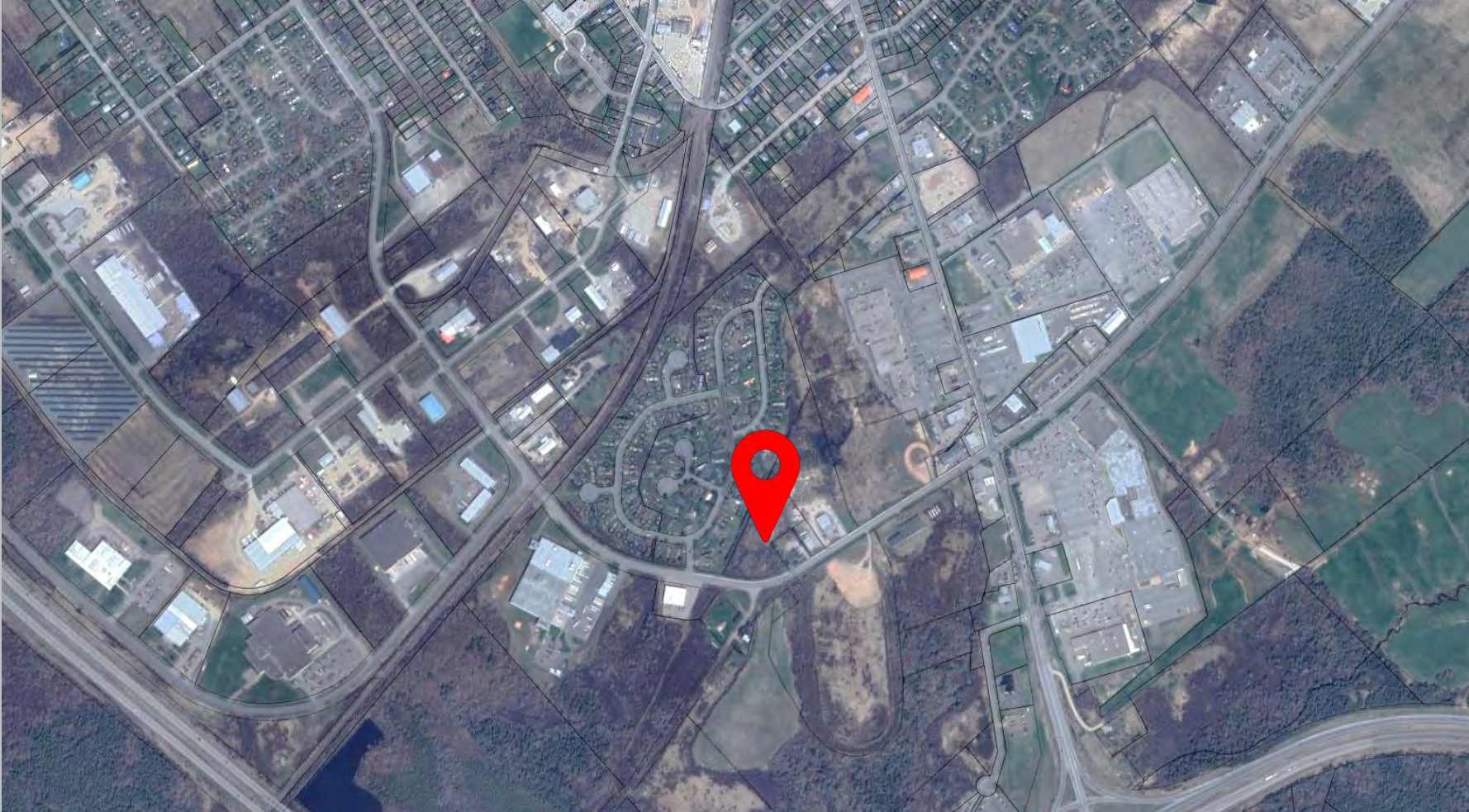
Existing Zoning: Highway Commercial Zoning

Existing Land Use: Vacant Lot, Highway Commercial

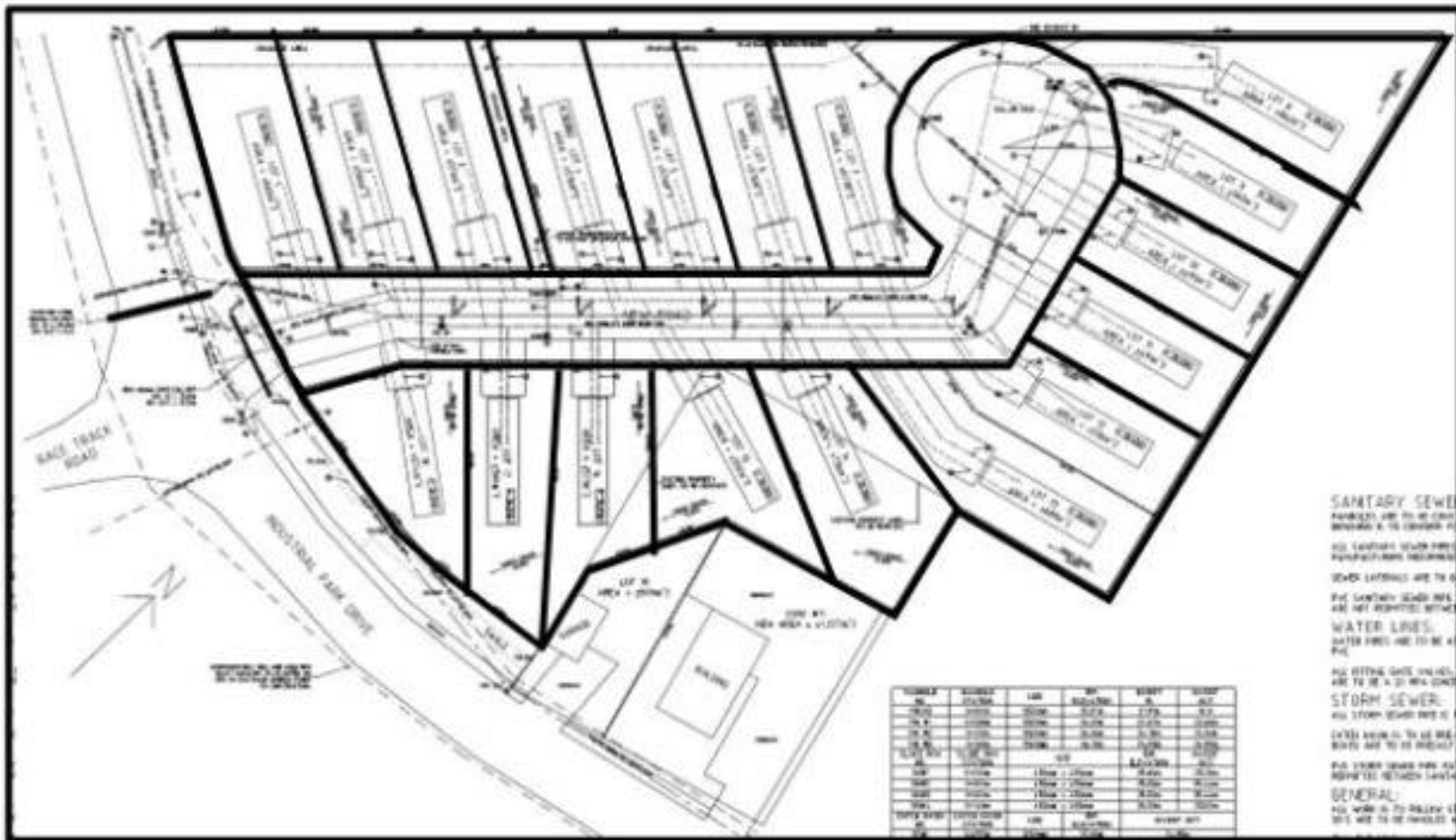
Street Frontage: 37.5m along Industrial Park Drive



Neighbourhood Context



SUBDIVISION LAYOUT



Relevant Planning Bylaws & Policies

Residential 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.

RP-5 (Mini Home Zone)

It shall be the intention of Council to include in the Land Use Bylaw a R-3 Mini Home Zone. This zone shall permit both conventional and mini-homes as well as a range of other uses appropriate to a residential area.

Relevant Planning Bylaws & Policies

Implementation Policy

A-5 (Amendment Criteria)

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 - (i) type of use;
 - (ii) height, bulk and lot coverage of any proposed building;
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 - (iv) any other matter of planning concern outlined in this strategy.

Town of Amherst
Public Participation Opportunity
Summary

Date: March 27, 2024
Time: 5:00 pm
Location: Council Chambers, Town Hall

Members Present **Councillor Charlie Chambers**
 Councillor Hal Davidson
 Councillor Leon Landry (via Zoom)
 Deputy Mayor Dale Fawthrop
 Ronald Wilson, Citizen Representative, Chair
 Creighton McCarthy, Citizen Representative

Staff Present **Andrew Fisher, Director, Planning & Strategic Initiatives**
 Torben Laux, Planner/GIS
 Jeff Bacon, Business Development Officer
 Marc Buske, Building Official
 Sean Payne, Corporate Communications Officer
 Natalie LeBlanc, Municipal Clerk
 Cindy Brown, Administrative Assistant

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- 1. Call to Order**
Andrew Fisher called the Public Participation Opportunity to order.
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Andrew Fisher gave the Territorial Acknowledgement.
 - 3. Introduction**
Andrew Fisher introduced Town of Amherst staff, members of Council and the members of the Planning Advisory Committee that were in attendance as observers, and explained the development agreement process.
 - 4. Presentations**
 - 4.1 Dolan Property**
 - 4.1.1 Staff Reports / Presentations**
Andrew Fisher presented the application for a development agreement to permit the construction of a residential development containing a mix of single detached and multi-unit dwellings on a portion of the property located at PID 25038720 (known locally as the Dolan Property).

4.1.2 Public Participation Opportunity

Stephanie Mah Trottier with the Shaw Group presented a more in-depth presentation of the application and described "Pocket Communities".

There was a written submission from Jillian and Derek Hunter, she would like a large ditch for run off and snow melt along her property of 320 HWY 204 which is immediately next to the subject property, as they have never had water problems on my property or basement before. Jillian Hunter wanted it made aware she has wood heat and smoke can be present on some weather conditions.

Derek Hunter was in attendance and expressed his concern with the potential for drainage on his property from the snow being pushed near his property.

Deputy Mayor Fawthrop asked if the units will be designed with accessibility in mind and if there will be any accessible parking spots. Stephanie Mah Trottier said yes, some of the units will be accessible and those units will be closest to the parking area. Deputy Mayor Fawthrop asked about snow removal and grass maintenance. Stephanie Mah Trottier replied that has not been decided yet but will be a joint management handing the snow and grass maintenance.

Jason Murphy commented that he used to live in a pocket community in Halifax and they are very nice.

4.2 13 Industrial Park Drive

4.2.1 Staff Reports / Presentations

Andrew Fisher presented an application to amend the Amherst Land Use Bylaw P-2 by changing the zoning of Lot 01-2 Industrial Park Drive (PID 25395872 & 25028507) from Highway Commercial to Mini Home.

4.2.2 Public Participation Opportunity

The applicant Wendi Chase was in attendance and explained that it will not be a land-leased community, and that the intent is to have a contract with a local builder to build the homes and put them on lots and then sell them.

Susan Costin asked if there will be a development agreement required for this property? She wanted to know if conventional housing be allowed as well as mini homes. Andrew Fisher explained that there is no development agreement required, any conventional home or mini home can be built on these lots as this is a re-zoning application.

Susan Costin wanted to know when that changed and if she can have conventional homes built in the mini home park she owns. Andrew Fisher said he will address with her at a later time.

Jason Murphy spoke on behalf of Clarence Farms, which is adjacent to the subject property. He said he has issues with drainage on his property and wants the water displacement to be taken in account when the subject property is developed. He also suggested the developer consider a privacy fence be installed in to discourage children from coming onto the Clarence Farms property for safety reasons as there are large trucks coming and going making deliveries.

5. Closing

There being nothing further from the public, Mr. Fisher indicated that the next Planning Advisory Committee meeting will be held on April 2, 2024 at 4:30 PM. He noted that although the meeting is open to the public, it is not an opportunity for the public to address the Committee. He thanked everyone for coming and for their inputs.

Town of Amherst

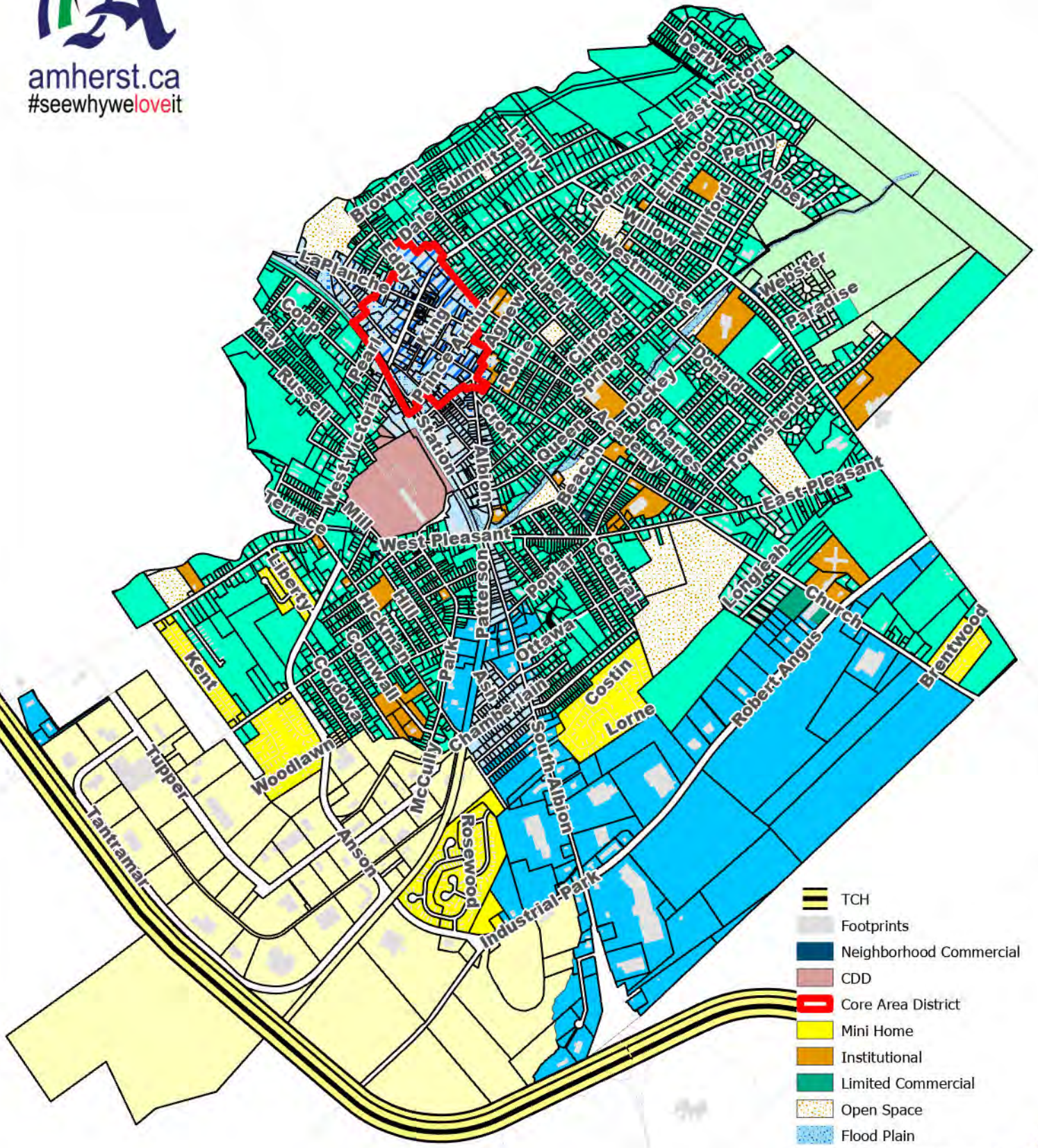
By-Law P-2-27 to amend the Land Use By-Law, P-2

1. The purpose of this by-law is to amend the Land Use By-Law Zoning Map by rezoning the property (PID 25395872) and a portion of 11 Industrial Park Drive (PID 2508507) from Highway Commercial to Mini Home Zone.
2. The Land Use By-Law of the Town of Amherst is hereby amended as follows:

Schedule A – Zoning Map – is amended by applying the Mini Home Zone to the property identified by PID 25395872 and a portion of 11 Industrial Park Drive (PID 2508507), as shown on the attached map.



amherst.ca
#seewhyweloveit



- TCH
- Footprints
- Neighborhood Commercial
- CDD
- Core Area District
- Mini Home
- Institutional
- Limited Commercial
- Open Space
- Flood Plain
- Downtown Commercial
- Highway Commercial
- Industrial
- Low Density Residential
- General Residential

SYNOPSIS

Marshview Drive Extension

A strategic priority for the Town of Amherst is to facilitate the development of more housing within the Town. The Town has made great strides in this regard, specifically for emergency / overnight shelters, affordable housing, apartment buildings and entry level home ownership. The purchase, development and sale of lots on Marshview Drive Extension will facilitate the development of approximately 30 executive level houses which is also needed within the Town.

The purchase of Marshview Drive is now complete. Funds have been allocated in the 2024/25 Capital Budget for street construction which will take place this spring / summer. A Request for Proposals has now been developed for real estate services however there are now a number of decisions that now have to be made in order to continue with this project:

1. Sale Price
2. Timing of Construction
3. House Size
4. Dwellings per Property
5. Stormwater Management
6. Pedestrian Access
7. Street Connectivity

MOTION: That Council approve the following:

- 1. That Council set the sale price for each lot at \$50,000 and authorize the CAO to execute the applicable purchase and sale agreements;**
- 2. That a clause be included in all purchase and sale agreements that house construction must commence within 18 months of lot purchase. Should construction not commence in this time frame, the Town would have the option to purchase the property for \$45,000;**
- 3. That the Town retains a first right of refusal to re-acquire any lot sold which does not have a house constructed on it for 18 months for a price of \$45,000;**
- 4. That a restrictive covenant be included that requires all new main dwelling units to be a minimum of 1,300 square feet, above grade;**
- 5. That a covenant be included that limits the properties to single detached dwellings with one accessory suite which is the lessor of a maximum of 35% of the floor area of the main dwelling unit, or 1000 square feet;**
- 6. That a right of way approximately 25 feet in width be maintained along the western property boundary for storm water management purposes;**
- 7. That the subdivision be designed with a sidewalk along the entire length of one side of the street; and**
- 8. That the subdivision be designed with a connecting street to the east.**



AMHERST TOWN COUNCIL

RFD# 2024043

Date: April 22, 2024

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Jason MacDonald, Chief Administrative Officer

DATE: April 22, 2024

SUBJECT: Marshview Drive Extension

ORIGIN: At a special meeting of Council on February 13, 2024 the following motion was passed: *That Council amend the 2023/24 capital budget to include \$200,000 for the 2024 costs associated with the purchase of Marshview Drive Extension, to be funded from reserves, and authorize the CAO to complete the property purchase.* Furthermore, the recently approved 2024/25 capital budget includes funding to construct street and required infrastructure for the first phase of this residential development.

RECOMMENDATION: That Council approve the following:

1. That Council set the sale price for each lot at \$50,000 and authorize the CAO to execute the applicable purchase and sale agreements;
2. That a clause be included in all purchase and sale agreements that house construction must commence within 18 months of lot purchase. Should construction not commence in this time frame, the Town would have the option to purchase the property for \$45,000;
3. That the Town retains a first right of refusal to re-acquire any lot sold which does not have a house constructed on it for 18 months for a price of \$45,000;
4. That a restrictive covenant be included that requires all new main dwelling units to be a minimum of 1,300 square feet, above grade;
5. That a covenant be included that limits the properties to single detached dwellings with one accessory suite which is the lessor of a maximum of 35% of the floor area of the main dwelling unit, or 1000 square feet;
6. That a right of way approximately 25 feet in width be maintained along the western property boundary for storm water management purposes;
7. That the subdivision be designed with a sidewalk along the entire length of one side of the street; and
8. That the subdivision be designed with a connecting street to the east.

DISCUSSION: The purchase of Marshview Drive is now complete. Funds have been allocated in the 2024/25 Capital Budget for street construction which will take place this spring / summer. A Request for Proposals has now been developed for real estate services however there are now a number of decisions that now have to be made:



1. Sale Price
2. Timing of Construction
3. House Size
4. Dwellings per Property
5. Stormwater Management
6. Pedestrian Access
7. Street Connectivity

BACKGROUND: A strategic priority for the Town of Amherst is to facilitate the development of more housing within the Town. The Town has made great strides in this regard, specifically for emergency / overnight shelters, affordable housing, rental housing and entry level home ownership. The purchase, development and sale of lots on Marshview Drive Extension will facilitate the development of executive level housing which is also needed within the Town.

FINANCIAL IMPLICATIONS: The land will be developed in phases, with a total development cost (including land purchase) being recovered by lot sales. In addition, property tax paid by homeowners will positively impact the Town finances in future years.

SOCIAL JUSTICE IMPLICATIONS: There are no direct social justice implications however, it is anticipated that this project will provide much needed homes for health care, teachers and other such professionals that provide much needed services to all residents of our community.

COMMUNITY ENGAGEMENT: Subsequent to the acceptance of our offer, residents in the area have been provided a notice explaining the project. A media release was also issued subsequent to the Council decision. Staff met with various homeowners in the area to discuss their concerns, some of which have been addressed in this recommendation.

ENVIRONMENTAL IMPLICATIONS: Residential development within the Town, which is close to employment, education, business and social services is better for the environment than houses built farther away from these services due to lower carbon emissions resulting from lower automobile travel.

ALTERNATIVES: Suggest other terms for the sale of the lots.

ATTACHMENTS: None.

Report prepared by
Report and Financial approved by:

SYNOPSIS

NORTH TYNDAL LAND ACQUISITION POLICY AMENDMENTS

The current North Tyndal Land Acquisition policy states that the town will consider the purchase of any lands within the wellfield protected zones as they come available. This policy aligns with the recommendations from the Wellfield Protection Strategy, as well as the recent opportunity to acquire lands using funding from the Nature Challenge Fund.

The draft changes to the existing policy more accurately describe the area that is being protected, include the Water Utility in the consideration of acquisitions, and broaden the scope of the potential lands that might be acquired to include those “around” the protection zones. Expanding the policy in this way reflects recent efforts to purchase property outside the protection zones that in turn can be traded for lands within.

This policy has led to the acquisition of over 1,100 acres of land in and around the Wellfield over the last four years, which not only protects the town’s drinking water, but also helps protect an important ecological connection between Nova Scotia and New Brunswick.

MOTION:

That Council approve the amendments to the North Tyndal Land Acquisition Policy.

TO: Mayor Kogon and Members of Council

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

DATE: April 22, 2024

SUBJECT: **Policy Review: North Tyndal Land Acquisition Policy 31700-04**

ORIGIN: Scheduled review of Council Bylaws and Policies.

LEGISLATIVE AUTHORITY: Municipal Government Act, S. 50(1) *A municipality may acquire and own property granted or conveyed to the municipality either absolutely or in trust for a public or charitable purpose.*

RECOMMENDATION: That Council approve the amendments to the North Tyndal Land Acquisition Policy.

BACKGROUND: This policy states that the town will consider the purchase of any lands within the wellfield protected zones as they come available. This policy aligns with the recommendations from the Wellfield Protection Strategy, as well as, the recent opportunity to acquire lands using funding from the Nature Challenge Fund.

The draft changes to the existing policy more accurately describe the area that is being protected, include the Water Utility in the consideration of acquisitions, and broaden the scope of the potential lands that might be acquired to include those “around” the protection zones. Expanding the policy this way reflects recent efforts to purchase property outside the protection zones that in turn can be traded for lands within.

DISCUSSION: This policy aligns with the town’s responsibility to protect its water source.

FINANCIAL IMPLICATIONS: Acquisitions are subject to available finances.

SOCIAL JUSTICE IMPLICATIONS: Drinking water is a human right.

ENVIRONMENTAL IMPLICATIONS: Drinking water protection and environmental stewardship are inherently linked.

COMMUNITY ENGAGEMENT: None specific to this issue.





AMHERST TOWN COUNCIL

RFD# 2024038

Date: April 22, 2024

ALTERNATIVES: Direct staff to make further changes to the subject policy.

ATTACHMENTS: Draft Policy

Report prepared by:

Report and Financial approved by:



TITLE: NORTH TYNDAL LAND ACQUISITION
SECTION: ENGINEERING & PUBLIC WORKS
POLICY NO.: 31700-04

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

PURPOSE

The purpose of this policy is to guide Council in its efforts to maximize our ability to control land uses and activities within ~~the protected water area~~ **the North Tyndal Wellfield Protection Area**.

POLICY STATEMENT

The Town of Amherst **or the Amherst Water Utility** will consider the purchase of any privately owned lands within **or around** the North Tyndal Protected Water Area as these lands become available, subject to available financial resources.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Department of Planning/Strategic Initiatives	-Identify opportunities to acquire lands within the subject area. -Consult with the Amherst Water Utility regarding the appropriateness of the acquisition. -Coordinate appraisals, draft agreements, as required. -Prepare CDRs and related documentation for Council decisions. -Coordinate execution of the acquisition.
Council	Approves land acquisitions and authorizes the CAO/Mayor to execute the necessary documents.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
More accurately describe the area that is being protected, include the Water Utility in the consideration of acquisitions, and broaden the scope of the potential lands that might be acquired to include those “around” the protection zones.	Director of Planning & Strategic Initiatives, Fisher	Council	

Minutes reference date: May 5, 2000

SYNOPSIS

MATERNITY, PARENTAL AND ADOPTION LEAVE POLICY AMENDMENTS

Since the last review of this policy in 2007, there have been significant legislative changes for employees entitled to leave to care for newborn or adopted children, making much of the language and provisions in the existing policy obsolete and inaccurate.

This review was completed to ensure we are in compliance with legislation, to align with best practices observed in other municipalities, but to also underscore our commitment to positioning ourselves as a progressive and inclusive employer by supporting our employees during pivotal moments of their personal lives.

Several revisions to the policy are therefore recommended:

1. Removal of all now-obsolete leave periods to comply with current legislation;
2. Introduction of a supplemental salary top-up for employees eligible to take maternity, parental and/or adoption leave with the following provisions:
 - a. The employee must provide proof of employment insurance benefit entitlement and the amount they will receive while on employment insurance benefits for the duration of their leave;
 - b. The employee agrees to sign an agreement to return to work for at least six (6) months following the end of their leave;
 - c. The employee agrees to repay the supplemental salary top-up if they fail to return to work; and
 - d. If the conditions are met, the Town shall supplement the employee's employment insurance payments so that the employment insurance benefits and the top-up amount equal to 90% of the employee's gross salary, to a maximum of 52 weeks.
3. The addition of eligibility to receive supplemental salary top-up for employees who experience a loss of pregnancy after 19 week's gestation;
4. Providing clarity to the administration of the employee's group insurance/benefit coverages, pension contributions and vacation entitlements while they are on leave;
5. A review of the terminology in the policy to ensure inclusive and unbiased language with several revisions from "she/her" and "him/his" to "they/their".

MOTION:

That Council approve the amendments to the Maternity, Parental and Adoption Leave Policy.



AMHERST TOWN COUNCIL

RFD# 2024039

Date: April 22, 2024

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Krista Crossman, Dir. HR and Customer Services

DATE: April 22, 2024

SUBJECT: **Amendments to the Maternity, Parental & Adoption Leave Policy**

ORIGIN: Council priority to review all policies and bylaws.

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

RECOMMENDATION: That Council approve the amended Maternity, Parental & Adoption Leave Policy.

BACKGROUND: Staff are completing a review of all Town policies and bylaws to ensure they are relevant and updated appropriately. The Maternity, Parental & Adoption Leave Policy was reviewed as a result of this initiative.

DISCUSSION: Since the last review of this policy in 2007, there have been significant legislative changes for employees entitled to leave to care for newborn or adopted children, making much of the language and provisions in the existing policy obsolete and inaccurate.

This review was completed to ensure we are in compliance with legislation, to align with best practices observed in other municipalities, but to also underscore our commitment to positioning ourselves as a progressive and inclusive employer by supporting our employees during pivotal moments of their personal lives.

Several revisions to the policy are therefore recommended:

1. Removal of all now-obsolete leave periods to comply with current legislation;
2. Introduction of a supplemental salary top-up for employees eligible to take maternity, parental and/or adoption leave with the following provisions:
 - a. The employee must provide proof of employment insurance benefit entitlement and the amount they will receive while on employment insurance benefits for the duration of their leave;
 - b. The employee agrees to sign an agreement to return to work for at least six (6) months following the end of their leave;

- c. The employee agrees to repay the supplemental salary top-up if they fail to return to work; and
 - d. If the conditions are met, the Town shall supplement the employee's employment insurance payments so that the employment insurance benefits and the top-up amount equal to 90% of the employee's gross salary, to a maximum of 52 weeks.
3. The addition of eligibility to receive supplemental salary top-up for employees who experience a loss of pregnancy after 19 week's gestation;
 4. Providing clarity to the administration of the employee's group insurance/benefit coverages, pension contributions and vacation entitlements while they are on leave;
 5. A review of the terminology in the policy to ensure inclusive and unbiased language with several revisions from "she/her" and "him/his" to "they/their".

All recommended revisions are highlighted on the attached policy in yellow.

In addition to the changes due to legislative requirements, providing salary bridging for employees on maternity, parental and adoption leave has immense social justice implications:

1. Providing salary bridging can help mitigate the gender pay gap. Women often take the brunt of unpaid leave due to pregnancy and childbirth, which can negatively impact their career progression and earnings over time. The salary bridging helps supports gender equality in the workforce.
2. Encourages increased participation of women in the workforce by alleviating the financial disadvantages of taking maternity leave, again contributing to more balanced and diverse workforces.
3. Salary bridging contributes positively to the financial feasibility and overall economic stability of the employee's family during leave.
4. When employers support employees during significant life events such as the birth or adoption of a child, it promotes employee loyalty and retention.
5. By making it easier for parents to take leave without a financial burden, this promotes not only gender diversity, but also socioeconomic diversity, enabling employees from all backgrounds to take leave when needed.

In summary, providing salary bridging/ top-up during maternity, parental or adoption leave not only supports individuals, but also promotes broader societal benefits by fostering gender equality, economic stability and workplace diversity.

FINANCIAL IMPLICATIONS: History would indicate that we would not experience this situation very often. As such, this would not be included in the general operating budget. All costs to provide the salary top-up would be funded from the operating reserve and is expected to be of minimal impact. In many cases, if backfilling the position was not possible, or delayed, the top up could be funded from the actual salary savings realized by the employee being on employment insurance during the leave.

COMMUNITY ENGAGEMENT: No community engagement is required. A review of current employment standards legislation and similar policies in other municipal units was completed as part of the review process for this policy.

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

SOCIAL JUSTICE IMPLICATIONS: The social justice implications are extensive, as above.

ALTERNATIVES:

1. Do not accept the recommendation.
2. Direct staff to develop alternative recommendations.

ATTACHMENTS:

04000-11 Maternity, Parental and Adoption Leave Policy

Report prepared by: Krista Crossman, Dir. HR and Customer Services

TITLE: MATERNITY, PARENTAL AND ADOPTION LEAVE POLICY
SECTION: HUMAN RESOURCE MANAGEMENT
POLICY NO: 04000-11

APPROVAL DATE: _____

CAO Signature: _____

POLICY STATEMENT

~~Employees of the Town of Amherst shall be provided with a leave of absence without pay in accordance with the Nova Scotia Labour Standards Code for maternity leave, parental leave and adoption leave.~~ The Town of Amherst is committed to supporting all employees who take leave from work to care for newborn or adopted children, or for pregnancy loss.

PURPOSE

To establish and maintain a uniform policy respecting employee leave of absence, specifically that of maternity leave, parental leave and adoption leave.

SCOPE

This policy applies to all non-unionized employees.

Unionized employees shall adhere to the provisions of their respective collective agreements.

The provisions of the Nova Scotia Labour Standards Code, as amended from time to time, respecting pregnancy and parental leave shall apply to all employees.

DEFINITIONS

Employee: an individual who has been employed with the Town of Amherst for at least one year, with continuous regular employment status.

Employer: the Town of Amherst.

CAO: the Chief Administrative Officer

~~Department Head:~~ Director: an employee who is responsible for the operation of a designated department of the Town of Amherst and reports directly to the CAO.

OBJECTIVES

Maternity, Parental & Adoption Leave

Maternity, parental and/or adoption leave shall be granted in accordance with the Nova Scotia Labour Standards Code, or Federal Employment Insurance (EI) standard, whichever is more beneficial to the employee.

In the case of a pregnancy loss after 19 week's gestation, employees shall be eligible for leaves and supplemental employment insurance benefits as established in this policy.

TITLE: MATERNITY, PARENTAL AND ADOPTION LEAVE POLICY
SECTION: HUMAN RESOURCE MANAGEMENT
POLICY NO: 04000-11

Supplemental Employment Insurance Benefits

As a means of supporting employees who take maternity, parental and/or adoption leave, the Town will provide supplemental employment insurance benefits to employees with the following conditions:

- a. The employee is required to provide the Town's human resources department with proof that they are entitled to receive EI benefits pursuant to the Employment Insurance Act;
- b. The employee must forward the first EI benefit statement to the human resources department, so that the Town can verify the amount to be paid in accordance with this policy.
- c. Should the amount of employment insurance benefit the employee receives change during their leave, the employee agrees to provide the Town with notice of the change so that the salary top-up calculation can be adjusted accordingly;
- d. The employee must sign an agreement to return to work for a period of at least six (6) months following the end of leave;
- e. Should the employee fail to return to work as stipulated in these conditions, the full amount of the supplementary top-up benefit received under this policy must be repaid to the Town.

Providing the employee has complied with the required conditions, the Town will provide a supplementary salary top-up benefit as follows:

- a. If an employee is on maternity, parental and/or adoption leave and is in receipt of benefits under the terms of the Employment Insurance Act, the Town shall provide the employee a supplemental employment insurance benefit for a maximum period of 52 weeks;
- b. The Town shall supplement employment insurance payments by providing a salary top-up during the leave period so that employment insurance benefits and the top-up amount equal to 90% of the employee's gross salary, to a maximum of 52 weeks;
- c. The salary that will be used for calculating this amount is the employee's salary on the first day of leave;
- d. Adjustments will not be made for salary scale increments or inflationary increases during the leave period.

Maternity Leave

A pregnant employee, who has been employed by the Employer for at least one year, is entitled to an unpaid leave of absence of up to seventeen (17) weeks. This leave shall commence no sooner than sixteen (16) weeks preceding the expected date of delivery by the employee and no later than the date of delivery as determined by the employee's physician.

An employer may require a pregnant employee to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected. This does not affect any protection provided to a pregnant employee by the Human Rights Act.

TITLE: MATERNITY, PARENTAL AND ADOPTION LEAVE POLICY
SECTION: HUMAN RESOURCE MANAGEMENT
POLICY NO: 04000-11

Parental Leave

~~An employee, who has been employed by the Employer for at least one year, and who becomes a parent of one or more children through the birth of a child is entitled to an unpaid leave of absence of up to fifty two (52) weeks.~~

Adoption Leave

~~An employee, who has been employed by the Employer for at least one year, and who becomes a parent of one or more children through the placement of a child in the care of the employee for the purpose of adoption is entitled to an unpaid leave of absence of up to fifty two (52) weeks.~~

Leave Maximum

~~The maximum combined maternity and parental leave to which an employee is entitled is fifty two (52) weeks.~~

Proof of Entitlement

~~When an employee requests maternity leave, the employee shall provide, where the Employer so requests, a certificate of a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.~~

~~Where an employee requests parental leave, the employee shall provide a certificate of a legally qualified medical practitioner to establish the entitlement of the employee to the parental leave.~~

~~Where an employee requests adoption leave, a certificate of an official in the Department of Community Services with knowledge of the proposed adoption is sufficient proof of the matters attested to in the certificate.~~

Notice of Leave

The employee shall provide the Department Head **Director** with four (4) weeks notice prior to the beginning of the maternity, parental or adoption leave and the date the employee will return to work upon completion of the leave(s). When a female **an employee** has requested both maternity leave and parental leave, the leaves of absence shall be taken consecutively.

An employee shall give the Employer as much notice as reasonably practical of the date the employee will begin maternity, parental or adoption leave where:

- ~~she is~~ **they are** advised by a legally qualified practitioner to begin maternity leave sooner than planned because of medical circumstances resulting from ~~her~~ **the** pregnancy;
- the actual delivery occurs sooner than expected; and
- the first arrival of the child or children in the employee's home where that arrival is not anticipated or occurs sooner than reasonably expected.

TITLE: MATERNITY, PARENTAL AND ADOPTION LEAVE POLICY
SECTION: HUMAN RESOURCE MANAGEMENT
POLICY NO: 04000-11

Hospitalization of Child

In the event that the employee has commenced maternity, parental, or adoption leave, and the child for which the leave was granted is hospitalized for a period exceeding one week, the employee may return to work and defer the unused portion of the leave until the child is discharged from the hospital. The employee is only entitled to one interruption and deferral of each maternity, parental or adoption leave.

Benefit Coverage

While an employee is on maternity, parental or adoption leave, the Employer shall maintain the **group insurance coverage** ~~Blue Cross benefit plan~~ if the employee currently participates in it and wishes to continue the coverage. The Employer shall continue to pay its share of premium costs for maintaining such coverage during the leave and the employee will pay his/her **their share via the continued deduction of the premium from the employee's salary top-up.**

Should the employee leave extend beyond 52 weeks and the salary top-up provided for in this policy ends, the employee can maintain coverage by providing payment to the Town for the employee share of premiums in an alternative form, arranged by the human resources department. by providing post dated cheques to the Employer.

If the employee does not pay his/her **their** respective share, coverage will cease for the duration of the leave.

Pension Contributions

While an employee is on maternity, parental or adoption leave, they may elect to continue pension contributions for the duration of their leave via the continued deduction from their salary top-up. If the employee chooses to do so, the Town will continue to match the employee contribution.

Should the employee leave extend beyond 52 weeks and the salary top-up provided for in this policy ends, the employee can continue pension contributions by providing payment to the Town for the employee portion of the contributions in an alternative form, to be arranged with the human resources department.

Alternatively, the employee may elect to pause pension contributions while on leave and if so, the employer contribution will also cease for the duration of the leave.

Anniversary Date

~~The Anniversary Date of employment for the employee does not change by the length of the maternity, parental or adoption leave.~~

Vacation

Vacation entitlement for any given year will be prorated to reflect the period the employee is off on leave.

TITLE: MATERNITY, PARENTAL AND ADOPTION LEAVE POLICY
SECTION: HUMAN RESOURCE MANAGEMENT
POLICY NO: 04000-11

If an employee has unused vacation days when going on maternity, parental or adoption leave, upon the approval of the Department Head **CAO**, the employee may carry forward the days to be used when he/she **they** return to work.

Return to Work

At least ten (10) working days prior to the scheduled return to work from maternity, parental or adoption leave, the employee will notify the Employer of his/her **their** intentions regarding return. On return to duty, the employee shall be placed in his/her **their** former position, or equivalent, with the same wage rates and earned benefits which had been accrued prior to the leave.

~~If the employee does not return to work, the employee will reimburse the Employer for the full amount of Blue Cross premiums paid on his/her **their** behalf during maternity, parental or adoption leave.~~

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Chief Administrative Officer	The Chief Administrative Officer will: <ol style="list-style-type: none"> Ensure the Town of Amherst has a current and comprehensive policy to address maternity, parental and adoption leave for non-unionized employees.
Director, Human Resources	The Director of Human Resources will: <ol style="list-style-type: none"> Administer the provisions of this policy, providing guidance and support throughout the leave process; Manage any benefits associated with leave under this policy, including the supplementary salary top-up, benefit coverages and pension contributions; Monitor the effectiveness of the policy and recommend revisions when appropriate.
Directors and Managers	Directors and Managers will: <ol style="list-style-type: none"> Support their employees in planning leave and coordinate with human resources when required; Plan for the employee absence by reallocating tasks if necessary; Participate in facilitating a smooth return to work for the employee upon the end of the leave period.
Employees	Employees will: <ol style="list-style-type: none"> Comply with all procedures in this policy and submit all required documentation and notice in a timely manner; Work with their Director to plan for their absence, including transitioning work or tasks for the duration of their leave; Discuss return-to-work plans with their Director and communicate any changes as soon as possible.

For Administrative Use Only:

VERSION LOG

TITLE: MATERNITY, PARENTAL AND ADOPTION LEAVE POLICY
SECTION: HUMAN RESOURCE MANAGEMENT
POLICY NO: 04000-11

Amendment Description	Policy Owner	Approved By	Approval Date
Removal of obsolete leave period due to changes in legislation, addition of supplemental salary top-up	Director, HR + Customer Services, Crossman	Council	

MINUTES REFERENCE DATE

November 26, 2007

SYNOPSIS

COUNCIL COMMITTEES POLICY AMENDMENTS

The Proceedings of Council Policy was recently amended to change the reference to *in-camera* meetings to *closed session* meetings.

During a recent review of the Council Committees Policy, it was noted that through out the policy it still made reference to *in camera* meetings. Staff are recommending these references be changed to *closed session*.

MOTION:

That Council approve the amendments to the Council Committees Policy.



AMHERST TOWN COUNCIL

RFD# 2024041

Date: April 22, 2024

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Natalie LeBlanc, Municipal Clerk

DATE: April 22, 2024

SUBJECT: Amendment to the Council Committees Policy #10350-32

ORIGIN: By-Law and Policy Review.

LEGISLATIVE AUTHORITY: MGA 23(1) The council may make policies (b) regulating its own proceedings and preserving order at meetings of Council

RECOMMENDATION: That Council approve the amendments to the Council Committees Policy #10350-32.

BACKGROUND: The Proceedings of Council Policy was recently amended to change the reference to *in-camera* meetings to *closed session* meetings.

DISCUSSION: During a recent review of the Council Committees Policy, it was noted that through out the policy it still made reference to *in camera* meetings. Staff are recommending these references be changed to *closed session*.

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.

ALTERNATIVES:

- 1- Approve the policy with amendments
- 2- Do not approve the policy, and suggest other amendments

ATTACHMENTS: Council Committees Policy #10350-32 with amendments

Report prepared by: Natalie LeBlanc, Municipal Clerk

Report and Financial approved by:



TITLE: Council Committees Policy
SECTION: Executive Operations
POLICY NO: 10350-32

APPROVAL DATE: April 24, 2023

CAO Signature: _____

1. This policy is entitled the *Council Committees Policy*.
2. This policy is made pursuant to section 24 of the MGA, which empowers Council to establish committees, and section 23(1)(c) of the MGA, which empowers Council to make policies providing for committees and conferring powers and duties upon them.
3. Where the terms of this Policy are inconsistent with the Terms of Reference for a committee, another Council policy or bylaw, or statute or agreement, the provisions of the Terms of Reference, other policy or bylaw, or statute or agreement shall prevail over the terms of this Policy.

Definitions

4. In this Policy:

- (a) “CAO” means the Chief Administrative Officer for the Town;
- (b) “MGA” means the *Municipal Government Act* (Nova Scotia);
- (c) “Special Committee” means a short-term committee established by Council to inquire into or deal with a specific issue;
- (d) “Standing Committee” means a committee of indefinite duration established by Council;
- (e) “Statutory Committee” means a board, commission, or committee established pursuant to a specific enabling statute or agreement.
- (f) “Town” means Town of Amherst.

Membership

5. Membership of committees:

- (a) will be inclusive and diverse, and broadly reflective of the community.
- (b) will also reflect desired experience, knowledge, expertise, and geographic representation in the community.

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6. Qualifications

In order to be eligible for membership of a committee, an individual must be a member of Council, or a citizen appointed by Council who resides in the Town of Amherst (unless otherwise indicated in Terms of Reference for the Committee) and not be in arrears in payment of any property taxes to the Town.

7. Appointments of Council Members of Committees

- (a) Council members will be appointed to Committees annually in October unless the terms of the appointment are for more than one year.
- (b) Any member of Council not appointed to a committee may attend committee meetings as an observer but is not entitled to participate in committee discussions or to vote.
- (c) The CAO is a non-voting member of every Standing and Special Committee, but is not obligated to attend meetings and is not counted in determining if a quorum is present.

8. Appointments of Citizen Members to Committees

- (a) As and when required, the opportunities to serve as committee members will be widely advertised in a local paper and on Town of Amherst social media so that interested citizens can apply.
- (b) Council will meet in ~~in-camera~~ **closed session** to review the applications and consider the applicants for committees.
- (c) Following the ~~in-camera~~ **closed session** meeting, Council will appoint citizen members to committees at their next regular Council meeting.
- (d) In considering appointments of citizens to committees Council will consider the following:
 - i) Lived and professional experience and background of the applicants in a field related to the work of the committee;
 - ii) Applicants' education in a field related to the work of the committee;

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- iii) Experience of the applicants in serving on committees and boards;
 - iv) Ensuring that committee membership is inclusive and diverse and representative of the community;
 - v) Recommendations made by the applicable committee, if applicable;
 - vi) The Terms of Reference for each individual committee will specify the number of members to be appointed to the committee, and the term of the appointments.
- (e) Committee members will be volunteers, with no financial incentives.
- (f) Committee stability and membership continuity will be taken into consideration when considering re-appointments for a consecutive term.

9. Attendance of Members at Meetings

Any member who is absent from three consecutive committee meetings without leave of absence by resolution from the committee will cease to be a member of the committee, and the CAO shall advise Council of the vacancy.

10. Removal of Member from Committee

At the request of the committee or on its own initiative, Council may remove or request the resignation of any of its committee appointees, whether a citizen member or Council member, for malfeasance or any other good and sufficient cause.

11. Resignation of Member

- (a) Any citizen member of a committee wishing to resign from the committee is requested to provide the resignation in writing to the committee Chair with a copy to the CAO, who will inform Council of the vacancy.
- (b) A Council member of a committee may ask to leave a committee prior to the expiration of their term, and Council may grant such request if the Mayor believes it would not unduly impact the work of the committee.

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12. Staff Support

Staff will be appointed to committees by the CAO. The staff is not a member of the committee and therefore is not entitled to vote. The responsibilities of the staff include:

- (i) Providing information and professional advice;
- (ii) Supporting the Chair in developing agendas, arranging meetings, and promoting effective committee functioning;
- (iii) Ensuring the preparation of draft minutes; and approval of such at the next meeting;
- (iv) Preparing presentations for the committee;
- (v) Providing an orientation to the work of the committee when required;
- (vi) Any other projects or tasks approved by the CAO.

13. Meeting Schedules

Committee meeting schedules will be established by the Terms of Reference of the Committee.

14. Quorum

- (a) A majority of the members constitutes a quorum, provided that at least one Council member is in attendance.
- (b) In the event of no quorum after 20 minutes past the scheduled start time, or if quorum is lost during a meeting, the committee's official business will cease, the names of those present will be recorded, members will be permitted to leave, and staff will excuse themselves from the meeting.

15. Chair and Vice-Chair

- (a) Each committee will elect a Chair and Vice-Chair as per the Terms of Reference or enabling statute, bylaw or policy.
- (b) The role of the Chair is to carry out the following duties:

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- (i) Set the agenda, which will include the territorial acknowledgement;
- (ii) Ensure the committee follows the agenda;
- (iii) Prevent new issues from side-tracking the agenda;
- (iv) Limit additions to the agenda;
- (v) Establish and maintain order and decorum;
- (vi) Respect members' views and be open-minded;
- (vii) Ensure all members have the opportunity to participate by encouraging those who hold back and preventing others from dominating the discussion;
- (viii) Seek agreement and build consensus;
- (ix) Close debate and guide the group to resolution in a timely manner;
- (x) Assist members to word motions clearly and succinctly;
- (xi) Participate in discussion but focus on presiding over the meeting.

(c) The role of the Vice-Chair is to chair meetings as required in the absence of the Chair.

16. **Agendas**

The Chair, in consultation with staff, sets the committee agendas, which are prepared and distributed to committee members by 4:30 p.m. at least two business days prior to the meeting.

17. **Rules of Procedure**

Committees shall follow the meeting procedures set out in the Town of Amherst Proceedings of Council Policy #10350-25.

18. **New Committees**

In considering the formation of a new committee, Council will request staff to prepare a report to Council that includes a Terms of Reference for consideration by Council prior to establishing the committee.

19. **Meetings Open to Public**

- (a) All meetings of committees are open to the public and no person shall be excluded except in cases of improper conduct, or where the committee is considering an item where, in accordance with section 22 of the MGA, the committee is permitted or required to meet in ~~camera~~ **closed session**.

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- (b) Statutory Committee meetings will be recorded and livestreamed. 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.

- (c) Special Committee and Standing Committee meetings will be recorded and livestreamed as required when decisions or motions to recommend items to Council are included on the agenda. 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.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Mayor/Council/Committee Members	Adhere to this policy, as well as the Proceedings of Council 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
New Policy	Clerk, LeBlanc	Council	April 24, 2023
Change “in camera” to “closed session”	Clerk, LeBlanc	Council	

SYNOPSIS

PROCEEDINGS OF COUNCIL POLICY AMENDMENTS

The Proceedings of Council Policy sets out the requirements for the conduct of meetings, as well as how requests to present to Council are approved.

Staff often receive requests to present to Council from individuals and organizations. Sections 78 and 79 of the policy currently states that such requests go to Committee of the Whole for Council to decide if they would like to hear the presentation, then the presentation is scheduled for a future Committee of the Whole meeting. A change to this process is being recommended so that requests to present can be approved by the Mayor, and when and if required be forwarded to Committee of the Whole for them to decide if they would like to hear the presentation.

MOTION:

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



AMHERST TOWN COUNCIL

RFD# 2024040

Date: April 22, 2024

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Natalie LeBlanc, Municipal Clerk

DATE: April 22, 2024

SUBJECT: Proceedings of Council Policy Amendments

ORIGIN: Review of By-Laws and Policies

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 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, as well as how requests to present to Council are “approved”.

DISCUSSION: Staff often receive requests to present to Council from individuals and organizations. Sections 78 and 79 of the policy currently states that such requests go to Committee of the Whole to see if Council would like to hear the presentation, then the presentation is scheduled for the next Committee of the Whole meeting. Staff would like to change this so that requests to present can be “approved” by the Mayor, and when and if required be forwarded to Committee of the Whole for them to decide if they would like to hear the presentation.

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: This will limit the time an individual or organization will have to wait to give their presentation to Council, which may sometimes be of a time-sensitive nature.





AMHERST TOWN COUNCIL

RFD# 2024040

Date: April 22, 2024

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:

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- (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 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 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. 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 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 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) 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. 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 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 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 accepted, the 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.

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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 approved by the Mayor, with the provision that, at their discretion, they may submit the request to Committee of the Whole for approval. If required, the request will be added to the next Committee of the Whole agenda to be issued approved.**
79. **If required,** 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. **If the request is approved,** 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.

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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.

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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	November 27, 2023
Include provision that the Mayor, or designate can approve a request to present to Council.	Clerk, LeBlanc	Council	

Minutes reference date: 23 February 2015 22 June 2015 2019 January 2019 2020 November 23 2021 May 25
 24 April 2023 27 November 2023

SYNOPSIS

Salary Administration Policy Amendments

Staff have reviewed the Salary Administration Policy and current salary scales for non-union staff in development of the 2024/25 operating budget and are recommending several revisions.

The recommended revisions include amending the hourly rates for casual positions, adjusting the differential between each salary step on the non-union scale to be an equal 3% between steps, reformatting the salary ranges by department, adjusting staff salaries to the new proposed scale format by moving staff to the next closest step of their new respective salary range, removing the CPI bonus for staff in the last step of their salary range and to review the end-of-salary-step process to bring back a recommendation to Council at the next salary review, and amending the salary ranges for the Building Official, Directors, Fire Inspector and Municipal Clerk positions as per the market review that was completed as part of this review process.

The recommended revisions result in a cost of \$44,590, which has been accommodated within the 2024/25 operating budget.

MOTION:

That Council approve the amendments to the Salary Administration Policy as detailed in the attached RFD.



AMHERST TOWN COUNCIL

RFD# 2024035

Date: April 22, 2024

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Krista Crossman, Director HR and Customer Services

DATE: April 22, 2024

SUBJECT: **Amendments to Non-Union Salary Scales & Salary Administration Policy**

ORIGIN: 2024/25 Operating Budget

LEGISLATIVE AUTHORITY: Section 65 of the Municipal Government Act requires that council shall adopt an operating budget and a capital budget for each fiscal year.

RECOMMENDATION: That Council approve of the following amendments to the Salary Administration Policy 04530-01:

1. Amend the hourly rates for casual positions to align with the provincial minimum wage, supplemented by an additional amount per hour as follows:
 - a. Casual Firefighter: Provincial minimum wage + \$4.00 per hour.
 - b. Jail Guard: Provincial minimum wage + \$4.00 per hour.
 - c. School Crossing Guard: Provincial minimum wage + \$2.00 per hour.
 - d. New Student: Provincial minimum wage
 - e. First Year Returning Student: Provincial minimum wage + \$2.00 per hour.
 - f. Second+ Year Returning Student: Provincial minimum wage + \$3.00 per hour.
 - g. Professional Student: Provincial minimum wage + \$4.00 per hour.

And further, remove the Canine Control Officer and Ice Marshall positions from the hourly rate grid.

2. Amend the non-union salary scales to provide a 3% differential between each step for all salary ranges;
3. Amend the non-union salary scales to remove level 1 and replace the current level 2 as the new level 1 at a range of \$41,454 to \$49,498;
4. Amend the non-union salary scales to reformat the salary ranges by department;
5. Amend the non-union salary scales to amalgamate the current salary ranges in levels 4 & 5 as one new range of \$54,414 – \$64,973;
6. Amend the non-union salary scales to seven (7) steps in each salary range;
7. Adjust staff salaries to the new proposed scale format by moving staff to the next closest step of their new respective salary range;

8. Remove the CPI bonus for employees in the last step of their salary range and direct staff to review the end-of-salary-step process to bring back a recommendation to Council at the next salary review;
9. Rename the Director, HR and Customer Services position to Director, Human Resources.
10. Rename the HR Administrator position to HR Generalist.
11. Amend the salary ranges for the following positions for which a market review was completed as part of this review process:

Position	Current Salary Range	New Salary Range
Building Official	60,481 – 73,314	72,585 – 86,670
Directors	87,814 – 100,722	95,680 – 114,247
Fire Inspector	53,620 – 63,820	62,295 – 74,383
Municipal Clerk	60,481 – 73,314	72,585 – 86,670

BACKGROUND: Staff have reviewed the current salary scales for non-union staff in preparation for the 2024/25 Operating Budget and are recommending several revisions.

DISCUSSION: Several revisions to the Salary Administration policy are proposed for Council’s consideration in development of the 2024/25 Operating Budget:

1. Appendix B of the current Salary Administration policy provides the hourly rate grid for casual positions:

APPENDIX B
October 1, 2023

Town of Amherst
Hourly Rate Grid – Casual

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

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

- a. The Canine Control Officer and Ice Marshall positions are no longer applicable and should be removed.

- b. Turn-over for casual positions is high. Casual positions are not required to participate in a performance evaluation to progress from one step on the current grid. Many casual positions are not employed with the Town long enough, or on a frequent enough basis, to justify a step increase. We are recommending the removal of a step system for casual positions for these reasons.
- c. Historically, the hourly rate grid has been revised every time the provincial minimum wage has increased. The formula used has been to increase the hourly rate by the percentage the current rate is above the current minimum wage. However, this method requires the policy to be updated every time there is an increase to the provincial minimum wage.
We recommend updating the hourly rates for casual positions to align with the provincial minimum wage, supplemented by an additional amount per hour. This adjustment aims to attract new talent to the positions and incentivize current staff to prolong their tenure, with the intention to reduce turn-over in these positions. As minimum wage increases each year, so do the hourly rates of pay without having to amend the policy each time. Updating the rates of pay as recommended also provides an approximate increase of \$2.00 per hour for existing staff in these positions.

The recommended new rate structure is:

Town of Amherst
 Hourly Rates – Casual Positions

April 1, 2024

Position	Rate
Casual Firefighter	Provincial Minimum Wage + \$4.00/hr.
Jail Guard	Provincial Minimum Wage + \$4.00/hr.
School Crossing Guard	Provincial Minimum Wage + \$2.00/hr.
New Student	Provincial Minimum Wage
First Year Returning Student	Provincial Minimum Wage + \$2.00/hr.
Second+ Year Returning Student	Provincial Minimum Wage + \$3.00/hr.
Professional Student *	Provincial Minimum Wage + \$4.00/hr.

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

The Provincial minimum wage is increasing April 1, 2024, to \$15.20 per hour. Therefore, the hourly rates for these positions, if the recommended revisions are approved, will be:

Casual Firefighter:	\$19.20/hr.
Jail Gard:	\$19.20/hr.
School Crossing Guard:	\$17.20/hr.
New Student:	\$15.20/hr.
1 st Yr Returning Student:	\$17.20/hr.
2 nd + Yr Returning Student:	\$18.20/hr.
Professional Student:	\$19.20/hr.

2. The current salary scale format for non-union employees was implemented in 2017 and is shown in Appendices C and C-1 of the current Salary Administration policy. The current format provides for nine (9) salary levels, with eight (8) steps in each level. Non-union positions are placed into a particular level dependent upon the qualifications and responsibilities required of the role:

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8	87,814	89,656	91,502	93,346	95,189	97,034	98,878	100,722
7a	80,200	81,654	83,111	84,566	86,022	87,478	88,933	90,389
7	72,585	73,652	74,719	75,786	76,854	77,921	78,988	80,055
6	60,481	62,314	64,148	65,981	67,814	69,647	71,481	73,314
5	53,620	55,078	56,535	57,992	59,449	60,906	62,363	63,820
4	52,037	53,357	54,676	55,996	57,315	58,635	59,954	61,273
3	43,753	45,519	47,285	49,051	50,816	52,582	54,349	56,114
2	40,247	41,252	42,256	43,260	44,264	45,269	46,272	47,277
1	37,566	38,452	39,339	40,226	41,112	41,999	42,886	43,772

Movement from one step to the next is dependent upon a satisfactory performance evaluation each year.

This current format has a number of issues:

- a) The differential between each step is not the same in each level:
For example, if an employee's salary is in level 7, step 5 at \$76,854 and they are to move to step 6 at \$77,921, this employee is receiving a 1.4% increase to their salary.

Compare this to an employee who is currently at level 3, step 5 at \$50,816 and moving to step 6 at \$52,582 and this employee is receiving a 3.4% increase to their salary.

The recommended revision to the salary scales provides a 3% differential between each step for all salary ranges.

- b) The current level 1 salary range of \$37,566 to \$43,772 is below the living wage of \$24.30 for our region as calculated for a full-time non-union employee at 70 hours bi-weekly, in accordance with the CCPA's annual living wage report produced in September 2023. We do not have any employees with salaries in level 1; it has been vacant for some time.

The recommended revision to the salary scale that removes level 1 and the current level 2 becomes the new level 1.

- c) Level 8 of our current salary range for all Director positions is \$87,814 to \$100,722. A review of the most recent data available for Director level salary ranges in other municipal units provides the following data:

Director (various: Corp. Services, Ops, Planning etc.)		
<u>Municipality</u>	<u>Low Range</u>	<u>High Range</u>
Cumberland County	95,680	124,800
Colchester	104,653	121,365
East Hants	89,918	112,397
Antigonish	94,002	108,954
Truro	97,759	122,198
Bridgewater	97,244	124,726
AVG	96,543	119,073

The recommended revision to the salary scales includes the addition of a new salary range of \$95,680 to \$114,247 to better align the Director salary range for the responsibility level of a Director position and the salary range of similar positions in other municipalities.

3. The current job category format places positions into a set level. This creates the appearance that positions in level 7 are "higher" or "more important" than positions in levels below, as an example.
 - a. Also, placing a position at a specific level limits the salary range for that position to the range of that level. It is quite possible, and has occurred, that following a market review of a position, the recommended salary range for the position does not fit within the salary scales of the current levels. But with the current format, we must place the position into the level that most "closely" fits the recommended range.
 - b. Example: a market review reveals that the average salary range for a Level II Building Inspector is \$75,000 to \$87,000. With our current levelled structure, level 7 range is \$72,585 to \$80,055 and level 7a range is \$80,200 to \$90,389. Neither of these levels fits the recommended range. Level 7 is too low, and level 7a is too high.

The recommended revisions to the salary scales reformats the salary ranges by department and not by level. This provides flexibility to be able to adjust the salary range of individual positions without affecting any other positions. This is not currently possible as the current structure may have five (5) positions within a particular level with a set salary range so changing the range of one position affects all four (4) other positions in that level as well.

4. The current level 4 and 5 salary ranges are very similar:
 - Level 4: 52,037 – 61,273
 - Level 5: 53,620 – 63,820

The recommended revisions to the salary scales include an amalgamation of levels 4 & 5 as one new range: 54,414 – 64,973.

5. Our current scale provides eight (8) steps in each level. Prior to 2017, our salary grid only had five (5) levels, which is more consistent with other municipal units as well as from a reasonable job progression lens.

As we currently do not have any staff in step 1 of their level, we are recommending the removal of step 1, which will shorten the range to seven (7) steps with the intention of returning to a more reasonable 3-5 step range in the coming years.

6. For staff who have reached the last step of their salary range, the policy currently states:

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

7. Under the proposed changes, step 8 is no longer applicable. We are recommending a revision to the process for staff who have reached the last step of their salary range. We are proposing that staff who have reached the last step of their salary range shall receive a bonus equal to salary times 3%. This amount will be separate and not added to the base salary.

Providing staff who have reached the last step of their salary range with a 3% bonus as opposed to the CPI bonus under the current structure provides the following advantages:

- a) This provides consistency as the differential between each step for all staff is 3%. If the last step of the salary range has been achieved, the employee does not move a step but still receives a 3% bonus.
 - b) This allows for more budget certainty as CPI is not within our control and varies each year.
8. Housekeeping/language revisions:
 - a) Given the proposed revisions, several language updates to the existing salary administration policy are required and are highlighted on the attached policy in yellow.
 - b) With the recent addition of the Manager of Financial Services position, the previous title of Director, HR and Customer Services should be updated to Director, Human Resources.
 - c) We are recommending a title change to the current HR Administrator position to HR Generalist, which aligns the position title to the duties more effectively.

FINANCIAL IMPLICATIONS: \$44,590 to be included in the 2024/25 operating budget for the proposed changes.

COMMUNITY ENGAGEMENT: No community engagement is required.

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

SOCIAL JUSTICE IMPLICATIONS: The proposed revisions support positive employee morale by compensating staff fairly and encouraging retention. Equalizing the percentage increase between each step allows a consistent approach to salary increases for non-union staff.

ALTERNATIVES:

1. Do not approve the increase in funding for the salary scale changes in the 2024/25 operating budget.
2. Direct staff to develop alternative options.

ATTACHMENTS:

04530-01 Salary Administration Policy

Report prepared by: Krista Crossman, Dir. HR and Customer Services

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

APPROVAL DATE:

CAO Signature: _____

PURPOSE

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

POLICY STATEMENT

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

OBJECTIVES

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

DEFINITION OF TERMS

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

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

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

Overall Market Review – A review of the appropriateness of the salary ranges for positions as listed in Appendix C ~~Job Category Listing (Appendix C) and the Salary Grid (Appendix C-1)~~. The review shall include a survey of the market value of similar positions.

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

SALARY GRID:

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

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

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

STEP ADJUSTMENTS

Step adjustments shall be made only when:

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

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

~~An employee in the last step of their salary range Step 8 in a year in which there is no overall market review shall receive a bonus equal to salary times three percent (3%) CPI for the immediately preceding calendar year. This amount will be separate and not added to the base salary.~~

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

TRAVEL VEHICLE ALLOWANCES:

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

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

LUNCH BREAKS:

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

PERFORMANCE EVALUATION:

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

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

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

SCOPE OF RESPONSIBILITY:

The Town Council shall:

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

The Chief Administrative Officer shall:

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

The Director Shall:

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

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

APPENDIX A

January 1, 2019

Town of Amherst
Salary Grid

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

APPENDIX A-1

April 1, 2022

Salary Grid
Other Non-Union Positions

Job Level
Chief of Police
Deputy Chief of Police

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

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

APPENDIX B

October 1, 2023

Town of Amherst

Hourly Rate Grid - Casual

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

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

Town of Amherst

Hourly Rates – Casual Positions

April 1, 2024

Position	Rate
Casual Firefighter	Provincial Minimum Wage + \$4.00/hr.
Jail Guard	Provincial Minimum Wage + \$4.00/hr.
School Crossing Guard	Provincial Minimum Wage + \$2.00/hr.
New Student	Provincial Minimum Wage
First Year Returning Student	Provincial Minimum Wage + \$2.00/hr.
Second+ Year Returning Student	Provincial Minimum Wage + \$3.00/hr.
Professional Student *	Provincial Minimum Wage + \$4.00/hr.

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

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

APPENDIX C JOB CATEGORIES

Category	Position
8	Director, Community Living
	Director, Communications and Information Technology
	Director, Finance
	Director, Fire Services
	Director, HR & Customer Services
	Director, Operations
	Director, Planning and Strategic Initiatives
7a	Manager of Financial Services
7	Engineering Technologist
	Public Works Foreman
6	Building Official
	Business Development Officer
	Community Well-Being Manager
	Engineering Technician
	Facility Manager
	IT Manager
	Land Use Planner
	Municipal Clerk
	Parks & Recreation Foreman
Solid Waste Education and Coordination Officer	
5	Exec Asst/Dispatch Coordinator
	Fire Inspector
4	Accounting Clerk/Accounts Payable
	Corporate Communications Officer (CCO)
	Dangerous and Unsightly Premises Administrator
	Fire Fighter
	HR Administrator
	Procurement Coordinator
	Revenue Officer
3	Active Living Coordinator
	Administrative Assistant – Clerk's Office
	Bylaw Enforcement Officer
	Cashier/Customer Service
	Crime Prevention Coordinator
	Culture, Community Events & Marketing Coordinator
	Dispatcher
	IT Coordinator
	Water/Sewer Billing Clerk
2	Criminal Records Checks
4	Vacant

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

APPENDIX C

APRIL 1, 2024

Town of Amherst - 2024/25 Salary Grid
Non-Union

DEPARTMENT	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
CLERK	Municipal Clerk	72,585	74,763	77,005	79,316	81,695	84,146	86,670
	Administrative Assistant - Clerk's Office	49,740	51,232	52,769	54,352	55,983	57,662	59,392
COMMUNICATIONS	Director, Communications and IT	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	IT Manager	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	IT Coordinator	54,414	56,046	57,728	59,460	61,243	63,081	64,973
	Procurement Coordinator	54,414	56,046	57,728	59,460	61,243	63,081	64,973
	Communications Officer	54,414	56,046	57,728	59,460	61,243	63,081	64,973
COMMUNITY LIVING	Director of Community Living	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Community Well-Being Manager	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Culture, Events & Marketing Coordinator	49,740	51,232	52,769	54,352	55,983	57,662	59,392
	Active Living Coordinator	49,740	51,232	52,769	54,352	55,983	57,662	59,392
FINANCE	Director, Finance	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Manager of Financial Services	80,200	82,606	85,084	87,637	90,266	92,974	95,763
	Revenue Officer	54,414	56,046	57,728	59,460	61,243	63,081	64,973
	Accounting Clerk/Accounts Payable	54,414	56,046	57,728	59,460	61,243	63,081	64,973
	Water/Sewer Billing Clerk	49,740	51,232	52,769	54,352	55,983	57,662	59,392
	Cashier/Customer Service	49,740	51,232	52,769	54,352	55,983	57,662	59,392
FIRE	Director, Fire Services	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Fire Inspector	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Firefighter	54,414	56,046	57,728	59,460	61,243	63,081	64,973
HUMAN RESOURCES	Director, Human Resources	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	HR Generalist	54,414	56,046	57,728	59,460	61,243	63,081	64,973
OPERATIONS	Director, Operations	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Public Works Foreman	72,585	74,763	77,005	79,316	81,695	84,146	86,670
	Facilities Manager	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Parks & Recreation Foreman	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Solid Waste Education and Coordination Officer	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Engineering Technician	62,295	64,164	66,089	68,071	70,114	72,217	74,383
PLANNING	Director, Planning & Strategic Initiatives	95,680	98,550	101,507	104,552	107,689	110,919	114,247
	Building Official	72,585	74,763	77,005	79,316	81,695	84,146	86,670
	Land Use Planner	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Business Development Officer	62,295	64,164	66,089	68,071	70,114	72,217	74,383
	Dangerous and Unightly Premises Coordinator	54,414	56,046	57,728	59,460	61,243	63,081	64,973
POLICE	Executive Assistant/Dispatch Coordinator	54,414	56,046	57,728	59,460	61,243	63,081	64,973
	Bylaw Enforcement Officer	49,740	51,232	52,769	54,352	55,983	57,662	59,392
	Crime Prevention Coordinator	49,740	51,232	52,769	54,352	55,983	57,662	59,392
	Dispatcher	49,740	51,232	52,769	54,352	55,983	57,662	59,392
	Criminal Records Check	41,454	42,698	43,979	45,298	46,657	48,057	49,498

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

APPENDIX C-1

April 1, 2024

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8	87,814	89,656	91,502	93,346	95,189	97,034	98,878	100,722
7a	80,200	81,654	83,111	84,566	86,022	87,478	88,933	90,389
7	72,585	73,652	74,719	75,786	76,854	77,921	78,988	80,055
6	60,481	62,314	64,148	65,981	67,814	69,647	71,481	73,314
5	53,620	55,078	56,535	57,992	59,449	60,906	62,363	63,820
4	52,037	53,357	54,676	55,996	57,315	58,635	59,954	61,273
3	43,753	45,519	47,285	49,051	50,816	52,582	54,349	56,114
2	40,247	41,252	42,256	43,260	44,264	45,269	46,272	47,277
1	37,566	38,452	39,339	40,226	41,112	41,999	42,886	43,772

ROLES AND RESPONSIBILITIES

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

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
<ol style="list-style-type: none"> NS minimum wage updates; Position name changes: Municipal Clerk, Dir. Corp. Communications + Info Technology, removal of GIS Coordinator, addition of Engineering Technician 	Crossman: Director, HR and Customer Services	Council	March 27, 2023
Appendix B – amendment to the pay structure for student hourly rate of pay.	Director of HR & Customer Services	Council	April 24, 2023
NS minimum wage updates	Director of HR & Customer Services	Council	September 25, 2023
Addition of new position: Manager of Financial Services	Director of HR & Customer Services	Council	February 26, 2024

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

<ol style="list-style-type: none"> 1. Revision of hourly rates for casual positions Appendix B, removal of Appendix C “Job Categories”, revision to salary scales presented by department (new Appendix C), removal of Appendix C-1; 2. Salary steps moved to 7 levels from 8, equal differential between each step, elimination of level 1, addition of new upper level; 3. Language updates to reflect revisions to Appendices, Director, HR and Customer Services changed to Director, Human Resources. HR Administrator changed to HR Generalist. 	Director of HR & Customer Services	Council	
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MINUTES REFERENCE DATE

- | | | |
|---|---|--|
| December 12, 2000
December 18, 2006
September 29, 2008
April 26, 2010
May 23, 2012
September 23, 2013
May 21, 2015
May 23, 2017
February 26, 2018
June 7, 2021
March 27, 2023 | November 2, 2004 (See April 26, 2004 Minutes)
February 26, 2007
March 30, 2009
March 28, 2011
November 26, 2012
October 28, 2013
March 29, 2016
June 26, 2017
March 14, 2018
October 5, 2021
April 24, 2023 | November 27, 2006
July 16, 2008
March 29, 2010
January 30, 2012
May 1, 2013
April 30, 2014
September 2, 2016
December 18, 2017
September 28, 2020
September 28, 2022
February 26, 2024 |
|---|---|--|

SYNOPSIS

2024 Amherst Junior A Ramblers Agreement

As the current agreement between the Town and the Ramblers is set to expire on July 31, 2024 and as both parties desired to renew the contract, staff and members of the Ramblers executive have negotiated the terms of a tentative new 3-year agreement.

The agreement sets out the responsibilities of each party and ensures both parties are clear on their responsibilities and it outlines the level of support provided by the Town to the Ramblers.

Changes to the current agreement negotiated by the parties include:

- The proposed agreement would see annual rate increases of 3% each year.
- The deadline dates for advertising sales have been revised. Ice Logo's must be sold by June 15th and all other advertising sales must be sold by September 15th annually.
- A clause has been added to the agreement as article 19 that states; should the Town construct a new Community Centre this agreement will terminate upon the opening of the new facility, and a new agreement will be negotiated, and;
- The language in clause 6 of the agreement regarding practice times has been revised.

All other terms and conditions of the contract remain unchanged and if approved by Council the new contract will commence on August 1, 2024.

MOTION:

That Council approve of the agreement between the Town of Amherst and the Amherst Ramblers "Jr A" Hockey Club 1997 and authorize the Mayor and CAO to sign on behalf of the Town.



AMHERST TOWN COUNCIL

RFD# 2024019

Date: April 22, 2024

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Aaron Bourgeois, Director of Operations

DATE: April 22, 2024

SUBJECT: Amherst Junior A Ramblers Agreement

ORIGIN: Expiration of the existing three-year agreement as of July 31, 2024.

LEGISLATIVE AUTHORITY: Municipal Government Act Section 47 (5) The Council may make and carry out a contract, perform an act, do any thing, or provide a service for which the municipality or council is authorized by an Act of the Legislature to spend or borrow money.

RECOMMENDATION: That Council approve the agreement between the Town of Amherst and the Amherst Jr “A” Ramblers Hockey Club and authorize the Mayor and CAO to sign on behalf of the Town.

BACKGROUND: The agreement between the Town and the Ramblers sets out the responsibilities of each party related to ice usage, fees, schedules, security, bar operations, and the pre-season, regular season, and postseason activities. The agreement ensures both parties are clear on their responsibilities and the level of support provided by the Town. The current three-year agreement between the Town and the Ramblers will expire on July 31, 2024.

DISCUSSION: Staff have negotiated the terms of a tentative new 3-year agreement that, if approved by Council, would commence on August 1, 2024. The current 3-year agreement included annual rate increases of 5% and the proposed 3-year agreement would see fees increase by 3% each year. The proposed agreement covers three seasons, the rates (excluded applicable taxes) are summarized below;

Season	Preseason Game (each)	Regular Season (26 Games)	Playoff Game (each)
2024 - 2025	\$525.83	\$24,614.95	\$985.92
2025 - 2026	\$541.60	\$25,353.40	\$1,015.49
2026 - 2027	\$557.85	\$26,114.00	\$1,045.96





AMHERST TOWN COUNCIL

RFD# 2024019

Date: April 22, 2024

The team will continue to be provided with the opportunity to sell advertising inventory as per the Stadium Advertising Policy. The deadline dates for sales have been negotiated and revised from the previous agreement. For the proposed agreement Ice Logo's must be sold by June 15 and all other advertising sales must be sold by September 15 of each year of the contract.

A new clause has been added to the agreement as article 19 that states; should the Town construct a new Community Centre this agreement will terminate upon the opening of the new facility, and a new agreement will be negotiated.

Further, the language in clause 6 of the agreement regarding practice times has been revised.

The proposed changes are highlighted in yellow on the attached draft agreement.

FINANCIAL IMPLICATIONS: The proposed contract will increase regular season revenue by approximately \$3,800 during the term of the agreement, and also allows for increased pre-season and playoff game revenues.

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications to the approval of the agreement.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications to the approval of the agreement.

COMMUNITY ENGAGEMENT: No community engagement has been undertaken at this time. A media release will be issued should the agreement be approved.

ALTERNATIVES:

1. Do not enter into the agreement and do not allow the Club to utilize the Amherst Stadium.
2. Council may ask for additional or alternative terms in the agreement.

ATTACHMENTS: Proposed 3-year agreement

Report prepared by: Corey Crocker, Facilities Manager
Report and Financial approved by:



**AGREEMENT BETWEEN
AMHERST JR "A" HOCKEY CLUB 1997 (*herein after called the Ramblers*)
THE TOWN OF AMHERST (*herein after called the Town*)**

PREAMBLE

Whereas the Town is the owner of and operates the Amherst Stadium (The Town);

And Whereas the Amherst Jr "A" Hockey Club 1997 owns and operates a hockey club that will participate in the Maritime Hockey League which club will be known as the Amherst Ramblers (The Ramblers);

And Whereas the Ramblers are desirous of renting ice time as well as related facilities from the Town in order to promote the Ramblers as a tier two Junior "A" Hockey Team and participate in the MHL;

And Whereas the Town is prepared to rent to the Ramblers the facilities necessary for the Ramblers to operate the Hockey Club subject to the terms and conditions here in after set out.

The parties hereto acknowledge the forgoing recitals, and including the Operating Principles as set out in Appendix A, as being true and accurate and agree to incorporate same as terms of this agreement in effect from ~~August 1, 2021 to July 31, 2024~~ August 1, 2024 to July 31, 2027

1. Pre-Season:

- a. Ice will be available 14 days prior to the start of MHL regular season.
- b. **Hourly Pre-Season practice rental for ~~2021-2024~~ 2024-2027 will be:**
As per user fee policy.

c) Preseason games fees:

~~2021-2022: \$463.05 plus HST.~~
~~2022-2023: \$486.20 plus HST.~~
~~2023-2024: \$510.51 plus HST.~~
2024-2025: \$525.83 plus HST
2025-2026: \$541.60 plus HST
2026-2027: \$557.85 plus HST

2. Regular Season games fees:

~~2021-2022: \$21,676.20 plus HST (based on 26 home games)~~
~~2022-2023: \$22,760.01 plus HST (based on 26 home games)~~
~~2023-2024: \$23,898.01 plus HST (based on 26 home games)~~
2024-2025: \$24,614.95 plus HST (based on 26 home games)
2025-2026: \$25,353.40 plus HST (based on 26 home games)
2026-2027: \$26,114.00 plus HST (based on 26 home games)

3. **Playoff game fees:**

2021-2022: \$868.21 plus HST.
2022-2023: \$911.62 plus HST.
2023-2024: \$957.20 plus HST.
2024-2025: \$985.92 plus HST.
2025-2026: \$1,015.49 plus HST.
2026-2027: \$1,045.96 plus HST.

4. **Payment:** The Amherst Jr. Ramblers will be billed on the last day of each month starting in August and ending the month the season is complete.
5. **Games Schedule:** Games to start at 7:00pm, 7:30pm or 8:00pm. Special consideration will be given to games that are scheduled on statutory holidays. These games will be scheduled for 2:00pm. The Town is open to special game time requests from the Ramblers providing 30 days' notice is provided prior to the scheduled game. Regular season dates must be approved by the Facility Manager prior to submitting to the MHL.
6. **Practice Times:** Practices are scheduled for one and a half hours (1.5 hours) on Tuesdays and Thursdays ~~nights~~ or such ~~nights~~ **days** that are agreeable to both the team and the Town of Amherst. The practice charge is included with flat game fees. To be consistent with the Town of Amherst Ice Allocation Policy, **a charge at the regular prime time rental rate + HST applicable at the time of the cancellation will be levied if this practice is not canceled within 48 hours.** This notice period is required to allow the Town ample time to try to rent the ice to a 3rd party. If agreed on by the Facility Manager and the Amherst Jr. Ramblers practice times may vary.
7. **Selling of Stadium Advertising:** As per Stadium Sign Rental Policy # 72300-08. See attached Policy. The ice logo sales list must be provided no later than ~~July 30~~ **June 15** for each year of this contract. All other advertising inventory available to the team up to ~~September 30~~ **September 15** for each year of this contract.
8. **Stadium Event Sign:** Information related to the Stadium Event Sign changes will be required at least 48 hours prior to game day. The Ramblers will provide a schedule of games and wording for the sign as required.
9. **Insurance:** The Ramblers agrees to carry, during the times of use, general liability insurance covering bodily injury and property damage with limits of at least \$1,000,000.00 per occurrence, and to be responsible for any and all expenses, costs and liabilities in connection with any claim which may be made against the Stadium by reason of the activities contemplated by this Agreement or persons coming on the premises of the Stadium as a result of the activities. Proof of General Liability insurance to be provided to the Town of Amherst before the start of training camp.
10. **Security:** Security arrangements shall be made by the Town with a bonded security company for all Amherst Rambler home games. 100% of the full cost will be the responsibility of the Ramblers and will be billed and due on a month-to-month basis. Prior to the start of the season, and again prior to the start of the play-offs during the term of this contract, the Town and the Ramblers will meet to determine security standards and numbers based on Service Nova Scotia Alcohol & Gaming Division.

11. **Bar:** Provided the sale of alcohol is permitted at the Stadium, the heated meeting room on the second floor overlooking the ice surface and the bar area space at the back end of the facility is available to the Ramblers for regular season games and playoffs under the existing Town of Amherst Liquor License. In addition, this license includes a designated area of seating on the west end of the Stadium. For the balance of this agreement, the Ramblers will be responsible for complete operation of the bar during home games. Servers will be appropriately attired and with name tags. The Ramblers will have the right of first refusal to provide bar services in this second-floor room, on behalf of the Town for any other event or activity being held from time to time that may require bar services. The Ramblers will participate in the Bar Suspension Program facilitated through the Amherst Town Police. The Town will not be responsible for any items left in this room by the Ramblers or patrons. Should alcohol sales not be permitted the team shall be advised prior to August 1st of each year the agreement is in place.
12. **Dressing Room:** The use of the dressing room will be included in the flat fee. The Ramblers will be responsible for any and all damage to the dressing room. The Town reserves the right providing adequate written notice is provided (14 days) to use the dressing room for the purpose of Provincial, Regional and/or National events should they occur.
13. **Sponsorship:** The Town will be considered a gold sponsor, with acknowledgment in the program and advertising. The Town will be provided with 5 free season passes, issued as game tickets
14. **Zamboni, boiler and plant rooms** are off limits to all unauthorized persons. This is a significant safety concern and breach of this clause will result in the immediate suspension from the Stadium of the offender for the balance of the Stadium season.
15. **Program of Events:** The Ramblers will provide the Facility Manager with a program of events and requirements 48 hours prior to the game. (i.e.: Saturday games, requirements by Thursday at 12:00 Noon; Friday Games, requirements by Wednesday at 10:00am). The Ramblers will provide one point of contact for game day. All issues/requests will go through/come from this point of contact.
16. **Chewing Tobacco:** There will be no chewing of tobacco allowed in the Stadium. This is in keeping with current MHL regulations.
17. **Cancellation of scheduled games due to COVID-19:** Should the COVID-19 pandemic cause the cancellation of scheduled games and / or practices, the Club will only be required to pay for the games / practices that were held prior to the cancellation.
18. **Closure of the Amherst Stadium due to COVID-19:** The Town reserves the right to close the Amherst Stadium due to the COVID-19 pandemic and will not be held responsible for any losses incurred by the Club regardless of any decision of the MHL to continue with league play or playoffs.

This agreement is contingent on the fact that all regular season and playoff home games are to be played at the Amherst Stadium.

19. The parties agree that if the Town of Amherst constructs a new Community Centre this agreement will terminate upon the opening of the new facility, and a new agreement will be negotiated.

Signed at Amherst, Nova Scotia this _____ of _____, ~~2021~~ 2024.

Signed: _____
*Amherst Junior "A" Hockey Club 1997 Witness
Ron Lake, President*

Signed: _____
*Amherst Junior "A" Hockey Club 1997 Witness
Treasurer*

Signed: _____
Jason MacDonald, CAO, Town of Amherst Witness

Signed: _____
David Kogon, Mayor, Town of Amherst Witness

APPENDIX A

The Town of Amherst recognizes the importance of the sustainability of the Amherst Jr. A Ramblers and the Maritime Hockey League in Amherst, as well as the value and benefit of the relationship between the Hockey Club, and the Amherst Stadium to the community and region.

Paramount to the success of any relationship is effective, timely and accurate communications. It is the intent and expectation through a relationship of collaboration and respect, that the Town and the Ramblers shall demonstrate leadership and display positive exemplary behavior through working together to create, develop, enrich and support a positive image for all.

For the term of the agreement, the principal contact for the Town of Amherst will be the CAO, or official designate and for the Amherst Jr. A Hockey Club, the Club President, or official designate. For day-to-day operations the principal contact for the Town will be the Facility Manager, and for the Club, the General Manager. All communications relating to day-to-day operations between parties should flow between these spokespersons.

During the length of this agreement, at least three times per season both parties shall schedule a meeting to review operations, issues and opportunities. Participants shall include the Town of Amherst Department Director, Facility Manager and the Chief Administrative Officer or designate. The hockey Club representation shall be the President, General Manager and one additional invitee of the Club. Official minutes of these meetings are to be kept and circulated to both parties. Meetings shall be called and held:

1. Prior to August 15th of each season;
2. Prior to January 15th of each season; and
3. Prior to the start of the MHL Playoffs of each season.

While signage and advertising are the exclusive right of the Town, the Town recognizes that the selling of stadium advertising is a revenue opportunity for the Club. The spirit of this agreement allows for the Club (Article 9) to sell existing inventory sold by the Club during the previous season, as well as any new inventory that is requested by the Club and approved by the Town. Based on the Stadium Sign Rental Policy #72300-08, inventories available to the Club expire each year of this agreement as follows:

1. Ice Logos – ~~July 30~~ June 15; and
2. All other inventory – ~~September 30~~ September 15

The Town acknowledges, covenants and agrees that it has the following obligations under the spirit of this agreement:

1. To maintain and keep in good repair the Amherst Stadium, including common elements and the facilities as rented by the Hockey Club;
2. To perform any required repairs reasonably and expeditiously so as to minimize interference with the activities of the Hockey Club;
3. To maintain and keep in good repair exterior facilities, including snow removal;
4. To keep in place property and liability insurance as would a reasonable and prudent facility owner; and
5. To provide adequate security services to ensure a safe and respectful environment.

The Hockey Club acknowledges, covenants and agrees that it has the following obligations under the spirit of this agreement:

1. To pay the facility rental and fees as set out in this agreement;

2. To be responsible for the day-to-day operations of the Club dressing room, including cleanliness, renovations, signage, telephone or other communications services required by the Club subject to the approval of the Town;
3. To be responsible for the safety and wellbeing of its participants, users, invitees and guests;
4. To provide insurance as set out in this agreement;
5. To abide by and comply with all facility rules and regulations from time to time in place including any by-laws of the Town or the regulations or any other authority having jurisdiction; and
6. Not to permit any notice, painting, design or advertisement without the consent of the Town.

The Town and the Club agree to attempt to resolve any differences, disagreements or disputes under this agreement in good faith and on an expeditious basis. The parties agree to provide candid and timely disclosure of all relevant facts and information. All reasonable requests for relevant documentation relating to the differences, disagreements or disputes made by either party will be honored.

Should, after effort by both parties a disagreement claims or dispute not be resolved, a special meeting will be held involving the Town CAO, Director of Operations and the Facility Manager, and the Ramblers President, General Manager and Board Member designated by the President.

DEPARTMENT: COMMUNITY & ECONOMIC DEVELOPMENT

TITLE: **SIGN RENTAL POLICY**

Minutes reference date: 24 November 2003
Revised: 18 April 2008 27 October 2014

PURPOSE

To provide an opportunity for the Stadium, non-profit groups and organizations to raise monies by selling advertising in the Amherst Stadium.

POLICY

Cumberland County Minor Hockey Association, Amherst Skating Club, Amherst Jr. "A" Ramblers Hockey Team and any other using organizations will be allowed to sell advertising in the Amherst Stadium.

Dasher Boards (3 x 8 foot sign)

50% of the yearly rental shall be paid to the selling organization. The selling organization or advertiser must purchase sign kit material, at cost, from the Stadium to ensure that materials meet standards and safety requirements. Art work will be the responsibility of the advertiser.

Ice Surface Advertising

50% of the yearly rental shall be paid to the selling organization. The selling organization or advertiser must have signage prepared prior to September 1st. This will allow for planning and installation of said advertising while the ice is placed in the Stadium. Signage to be made from either onion paper or stencils, to allow for proper paint and design. Signs will be placed by Stadium staff.

Zamboni

50% of the yearly rental shall be paid to the selling organization. Only decals or magnetic signs are to be used. Cost of signage will be the responsibility of the advertiser and should be capable of withstanding 200° F water and cold rain, as the machine may be exposed to varying weather conditions when going outside the building or when being washed off with very hot water.

Drilling of holes in the Zamboni to attach signage will not be permitted.

Other signs

50% of the yearly rental shall be paid to the selling organizations for all other signs.

Exclusions

Scoreboard signage and all backlit signage will be excluded from this policy and these signs will be marketed directly by the Town of Amherst.

Terms and Conditions

- Any authorized agent who engages in the selling of advertising space within the Amherst Stadium must contact the Department of Recreation to ensure space availability prior to confirmation of the rental agreement with the client.
- Once availability is confirmed with staff, the authorized agent will advise the Department, in writing, of the sales commitment and confirm installation dates and billing contact information.
- Department of Recreation staff will arrange issuance an invoice directly to the customer and collect payments.
- At the conclusion of the each season, accounts will be reconciled and commissions will be credited to each organization for new sales and renewals of existing commissioned accounts.
- All art work will be the responsibility of the advertiser.
- All signs will be installed by Town of Amherst staff.
- The Town of Amherst staff reserve the right to refuse or remove any advertising that it deems unfit and portrays a negative image of the Town of Amherst, residents or business. Removal will be at the cost of the advertiser or selling organization.
- Rates for signage will be set annually under user fee policy number 03470.

SYNOPSIS

STADIUM NETTING

At the March 18, 2024 Committee of the Whole meeting Council passed a motion to be forwarded to the March 25, 2024 regular meeting of Council, directing staff to remove the stadium netting from the sides before the next hockey season.

At the March 25 meeting, the CAO shared a memo from staff dated August 10, 2005 where the Maritime Junior Hockey League requested the side netting be installed in addition to the plexiglass.

Staff contacted the MHL league president, Connor Cameron, who advised the side netting is not a requirement of the league and their only concern with removing the side netting is fan safety but the removal of the netting is a decision of the Town.

While the netting can provide additional protection from deflected pucks entering the stands it greatly interferes with the quality of the fan viewing experience as well as that of the video for televised games. It also prevents the stadium from hosting promotional activities such as teddy bear or mitten toss.

Staff are recommending the side netting at the Amherst Stadium be removed prior to the start of the 2024/25 Amherst Junior "A" Ramblers season.

MOTION:

That Council direct staff to remove the stadium netting from the sides of the ice surface before the next hockey season.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Aaron Bourgeois, Director of Operations

DATE: April 22, 2024

SUBJECT: Stadium Netting

ORIGIN: At the March 18, 2024 Committee of the Whole meeting the following motion was passed: ***That Council forward to the March 25, 2024 regular meeting, direction to staff to remove the stadium netting from the sides before the next hockey season.***

LEGISLATIVE AUTHORITY: MGA 47 (2) The council may exercise any of its powers and duties by resolution unless a policy or a by-law is required by an enactment.

RECOMMENDATION: That Council direct staff to remove the stadium netting from the sides before the next hockey season.

BACKGROUND: At the March 18, 2024 Committee of the Whole meeting the following motion was passed: ***That Council forward to the March 25, 2024 regular meeting, direction to staff to remove the stadium netting from the sides before the next hockey season.*** Following the meeting a memo was discovered where the Maritime Junior Hockey League requested the side netting be installed in addition to the plexiglass. Staff felt this warranted further discussion and at the March 25 regular meeting of Council the CAO shared the memo with Council.

DISCUSSION: Staff have been in contact with league president Connor Cameron and the side netting is not a requirement of the league, their only concern with removing the side netting is fan safety but the removal of the netting is up to the Town.

While the netting does provide additional protection from deflected pucks entering the stands it also interferes with the quality of the video for televised games and prevents the stadium from hosting promotional activities such as teddy bear / mitten toss.

Staff are recommending the side netting at the Amherst Stadium be removed prior to the start of the 2024/25 Amherst Junior "A" Ramblers season.

FINANCIAL IMPLICATIONS: There are no financial implications to removing the stadium netting.

COMMUNITY ENGAGEMENT: No community engagement has taken place.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications



SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications.

ALTERNATIVES: 1. Do not remove the side netting, or 2. Propose an alternative plan

ATTACHMENTS: None

Report prepared by:

Report and Financial approved by:

SYNOPSIS

CAPITAL BUDGET CARRY OVERS

During last year's Capital Budget, capital projects were presented to Council who provided approval for the 2023/24 fiscal year. Although most of these projects were completed through the year, staff were not able to complete some of them. There are various reasons for this such as long delivery timelines and resource limitations for example.

On March 25, 2024, Council approved new projects for the 2024/25 General and Water Capital Budgets as well as in principle the years 2-5 proposed Capital Budgets. We are now looking to amend the year 1 Capital Budget to add the carry over projects (approved in the 2023/24 budget) to the Capital Budget to allow for spending authority during 2024/25.

As stated above, these projects have already been approved by Council and we are simply requesting that the spending authority be carried over into the current fiscal year. There is one project that is being added to the capital carry over projects, but it was approved by Council at an in-camera meeting in November 2022. This is the purchase of 8 Lower LaPlanche Street. This purchase is anticipated to be finalized in the near future. A list of the carry over projects is attached for Council's reference.

MOTION:

That Council approve the capital carry over projects to be included the Town of Amherst Water Utility and General Capital Budgets for the 2024/25 fiscal year. The capital budget spending authority for 2024/25 is amended by \$5,307,500 for the capital carry over projects (\$1,605,400 for the Water Utility and \$3,702,100 for General Capital).



AMHERST TOWN COUNCIL

RFD# 2024037

Date: April 22, 2024

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Sarah Wilson, Director of Finance

DATE: April 22, 2024

SUBJECT: 2024/25 Capital Budget Carry Overs - Water Utility & General Capital

ORIGIN: 2024/25 budget preparations

LEGISLATIVE AUTHORITY: Section 65 of the Municipal Government Act requires that council shall adopt an operating budget and a capital budget for each fiscal year.

RECOMMENDATION: That Council approve the capital carry over projects to be included the Town of Amherst Water Utility and General Capital Budgets for the 2024/25 fiscal year. The capital budget spending authority for 2024/25 is amended by \$5,307,500 for the capital carry over projects (\$1,605,400 for the Water Utility and \$3,702,100 for General Capital).

BACKGROUND: During last year's Capital Budget, capital projects were presented to Council who provided approval for the 2023/24 fiscal year. Although most of these projects were completed through the year, staff were not able to complete some of them. There are various reasons for this such as long delivery timelines and resource limitations for example.

On March 25, 2024, Council approved new projects for the 2024/25 General and Water Capital Budgets as well as in principle the years 2-5 proposed Capital Budgets. We are now looking to amend the year 1 Capital Budget to add the carry over projects (approved in the 2023/24 budget) to the Capital Budget to allow for spending authority during 2024/25.

DISCUSSION: During the Capital Budget presentation and discussion, staff indicated to Council that we were uncertain of the projects that would require a carry over to the 2024/25 fiscal year and that once we were past year end, we would come back to Council to obtain authority to add these to the Capital Budget to ensure we have spending authority in the current fiscal year.

As stated above, these projects have already been approved by Council and we are simply requesting that the spending authority be carried over into the current fiscal year. There is one project that is being added to the capital carry over projects, but it was approved by Council at an in-camera meeting in November 2022. This is the purchase of 8 Lower LaPlanche Street. This purchase is anticipated to be finalized in the near future. A list of the carry over projects is attached for Council's reference.

FINANCIAL IMPLICATIONS: The carry over projects were approved by Council and financing was set in place in last fiscal year, with the exception of the purchase of 8 Lower LaPlanche Street.



The budget added is \$10,000 for the purchase and legal fees to be funded from the Capital Reserve. The financial implication is simply to move the spending authority from fiscal 2023/24 to 2024/25.

The capital budget spending authority for 2024/25 would be amended by \$5,307,500 (\$1,605,400 for the Water Utility and \$3,702,100 for General Capital). The projects are itemized in the attached listing. These projects will be funded by:

Water Utility Capital:

Water Depreciation	\$1,003,801
Grant - Water Utility	<u>\$ 601,599</u>
	<u>\$1,605,400</u>

General Capital:

Operating Reserve	\$ 285,000
Capital Reserve	\$ 299,200
Grants – General Capital	\$2,519,532
Long Term Debt – General/Sewer	<u>\$ 598,368</u>
	<u>\$3,702,100</u>

COMMUNITY ENGAGEMENT: Information on the budget has been shared via social media as approvals occur. A budget report will be added to the website once the operating budget has been approved.

ENVIRONMENTAL IMPLICATIONS: None anticipated.

SOCIAL JUSTICE IMPLICATIONS: None anticipated.

ALTERNATIVES: Delay the decision on carry over projects to a future meeting.

ATTACHMENTS: Listing of Capital Project Carry Overs for 2024/25.

Report prepared by: Sarah Wilson, Director of Finance
Report and Financial approved by: Sarah Wilson, Director of Finance

Capital Budget								
CARRY OVER PROJECTS FROM 2023/24 to 2024/25								
Projects	Estimated Gross Cost with non-recoverable HST included	Water Depreciation	Operating Reserve	Capital Reserve	Capital Reserve (Carry Overs)	Grants	ICIP Infra-structure Grant	Long Term Debt - General / Sewer
WATER CAPITAL								
Dump Truck <i>(carry over)</i>	355,000	355,000						
West Victoria Street ~ CNR to Hickman - water main replacement <i>[contingent on grant funding] (carry over)</i>	820,400	218,801					601,599	
McCully Street Booster Station - study & design <i>(carry over)</i>	50,000	50,000						
McCully Street Booster Station - upgrades	300,000	300,000						
Wellfield Engineering Design & Construction - Swab Launchers	80,000	80,000						
WATER TOTAL	1,605,400	1,003,801	-	-	-	-	601,599	-
GENERAL CAPITAL								
EQUIPMENT								
LED Lighting upgrade <i>[contingent on grant funding] (carry over)</i>	670,000	-	150,000	-	-	520,000	-	-
BUILDINGS / LAND								
Town Hall - New Roof <i>(carry over)</i>	135,000		135,000					
Four Fathers Library - HVAC Upgrade	40,000				40,000			
Land Purchase - 8 Lower LaPlanche Street	10,000			10,000				
Subtotal	185,000	-	135,000	10,000	40,000	-	-	-
LARGE MULTI - CATEGORY PROJECTS								
West Victoria Street ~ CNR to Hickman - sanitary sewer, storm sewer (corrugated), pulverize & rebuild street, curb, sidewalk <i>[contingent on grant funding] (carry over)</i>	1,523,600						1,117,256	406,344
Russell Street - sanitary sewer, storm sewer (corrugated), pulverize & rebuild street <i>[contingent on grant funding] (carry over)</i>	720,000						527,976	192,024
Subtotal	2,243,600	-	-	-	-	-	1,645,232	598,368
STORMSEWER								
Flood Mitigation Upgrades	499,000	-	-	-	149,700	349,300	-	-
FIRE DEPARTMENT								
Breathing Air Refilling Stations - replacement (Station unit)	30,000	-	-	-	30,000	-	-	-
POLICE DEPARTMENT								
APD HVAC <i>(carry over)</i>	18,000				18,000			
Body Armour and attachments - 20 Units	30,000				30,000			
Containment Equipment - 4 Carbines and accessories	16,500				16,500			
Subtotal	64,500	-	-	-	64,500	-	-	-
RECREATION								
4 Stream Waste Receptacles for Parks (year 1 of 2)	10,000	-	-	-	5,000	5,000	-	-
GENERAL TOTAL	3,702,100	-	285,000	10,000	289,200	874,300	1,645,232	598,368
GRAND TOTAL WATER & GENERAL	5,307,500	1,003,801	285,000	10,000	289,200	874,300	2,246,831	598,368

SYNOPSIS

Estimates of Revenues & Expenditures

MOTION:

THAT Council accepts the following estimates of the sums required by the Town of Amherst for the fiscal period ending March 31, 2025, prepared in accordance with Section 72 of the *Municipal Government Act*:

Revenues	
Taxes	\$ 16,974,287
Grants in Lieu of Taxes	285,466
Services Provided to Other Local Gov't	278,404
Sale of Services	1,476,499
Other Revenue from Own Sources	976,726
Unconditional Transfers	1,323,275
Conditional Transfers	592,300
Other Transfers	180,442
Total Revenues	\$ 22,087,399

Expenditures	
Corporate Services	\$ 3,321,304
Police	5,234,041
Fire	2,085,241
Communications & IT	573,251
Community Living	764,449
Operations	2,668,594
Recreation Facilities	1,465,906
Planning, Development & Economic Development	671,960
Strategic	24,608
Environmental Stewardship	64,977
Sewage	1,154,358
Solid Waste	889,143
Mandatory Provincial Support Area Rate	2,493,485
Community Support Area Rate	676,082
Total Expenditures	\$ 22,087,399

SYNOPSIS

2024-2025 General Tax Rates

The General Tax Rate provides funding for General operations for the Town including Police, Fire, Transportation, Public Works, Economic Development, Planning, Strategic Priorities, Environmental Stewardship, Recreation Facilities, Community Living, Communications & IT and Corporate Services.

WHEREAS total estimated expenditures for the fiscal period April 1, 2024 - March 31, 2025 are \$16,874,331; and

WHEREAS total estimated revenues, other than taxes to be levied are \$4,187,668; and

WHEREAS the balance of revenues required, \$12,686,663 must be rated.

MOTION:

THEREFORE BE IT RESOLVED THAT for the Town of Amherst for the fiscal year ending March 31, 2025:

a) The general tax rates are as follows:

Residential / Resource \$1.199 per \$100 of assessment

Commercial \$3.999 per \$100 of assessment

AND THAT these taxes are due and payable on May 31, 2024 for the interim tax billing and on September 27, 2024 for the final billing with interest to be charged on the balance of all tax accounts outstanding at the rate of 1% per month, 12% per annum.

Synopsis

2024-2025 Community Support Area Rate

The Community Support Area rate provides funding for services that, in the opinion of Council, provide support to the community. This rate includes:

1. Grants to Organizations
2. Grant to the YMCA
3. Tax Exemption and Tax Reduction Policies
4. Community Events such as Canada Day, Esther Fest, December to Remember, Winter Carnival, etc.

WHEREAS the estimated expenditures that must be rated for the community support for the 2024-2025 fiscal period are \$638,332, net of own source funding in the amount of \$37,750.

MOTION:

THEREFORE BE IT RESOLVED THAT for the fiscal year ending March 31, 2025, the Community Support Area Rate on all property assessments within the boundary of the Town of Amherst are as follows:

Residential / Resource	\$0.096 per \$100 of assessment
Commercial	\$0.096 per \$100 of assessment

AND THAT these area rates are due and payable on May 31, 2024 for the interim tax billing and on September 27, 2024 for the final billing with interest to be charged on the balance of all tax accounts outstanding at the rate of 1% per month, 12% per annum.

SYNOPSIS

2024-2025 Mandatory Provincial Contribution Area Rate

The Mandatory Provincial Contribution Area Rate provides funding for provincial services the Town is mandated by the province to pay for. They include amounts for Education, Property Valuation Services Corporation (PVSC) Assessment Services, Housing and the Library. Previously this also included Correctional Services but this has been removed starting in 2024-2025 following the Municipal Service Exchange revision.

The rate consists of:

Education	\$1,891,956
PVSC Assessment Services	115,494
Housing	394,801
Library	<u>91,664</u>
	<u>\$2,493,485</u>

While the Town collects the funds, the money is sent directly to the province.

WHEREAS the estimated expenditures for the mandatory provincial contributions for the 2024-2025 fiscal period are \$2,493,485 and must be rated.

MOTION:

THEREFORE BE IT RESOLVED THAT for the Town of Amherst for the fiscal year ending March 31, 2025, the Mandatory Provincial Contribution Area Rate on all property assessments within the boundary of the Town of Amherst are as follows:

Residential / Resource **\$0.375 per \$100 of assessment**

Commercial **\$0.375 per \$100 of assessment**

AND THAT these area rates are due and payable on May 31, 2024 for the interim tax billing and on September 27, 2024 for the final billing with interest to be charged on the balance of all tax accounts outstanding at the rate of 1% per month, 12% per annum.

SYNOPSIS

Sanitary Sewer Rates Resolution

WHEREAS Council has included in its estimates for the fiscal year ending March 31, 2025, the amount of \$1,154,358 to be expended for the purpose of sanitary sewer, a purpose for which the Town may expend funds; and

WHEREAS \$1,064,222 is funded from the Sanitary Sewer Rates; and

WHEREAS Council is authorized by the Town of Amherst Sanitary Sewer Rates By-law to set rates for sewer services;

THEREFORE BE IT RESOLVED THAT owners shall be billed for sewer services using one of the following methods effective April 1, 2024:

- **Metered Customers**

Those owners whose water service is metered shall pay a usage charge:

- **Residential**: \$0.99 per cu. meter of metered water consumption as determined by the Amherst Water Utility;
- **Commercial/Industrial/Institutional**: \$0.49 per cu. meter of metered water consumption as determined by the Amherst Water Utility.
- **Base Charges**

Those owners whose water service is metered shall pay a base charge quarterly. The quarterly base charge by meter size is:

5/8"	\$18.00
3/4"	\$27.00
1"	\$43.75
1 1/2"	\$86.00
2"	\$136.25
3"	\$271.25
4"	\$500.00

- **Non-Metered Customers**

For non-metered customers in unmetered mobile home parks, the park owner shall pay \$178.53 per dwelling unit per annum.

SYNOPSIS

Wastewater Treatment Facility Uniform Charge

WHEREAS Council has included \$35,136 in its estimates for the fiscal year ending March 31, 2025, to be raised for a portion of the debenture principal and interest payments for the wastewater treatment facility, a purpose for which the Town may expend funds; and

WHEREAS there are approximately 488 unmetered mobile homes within a land leased community within the boundaries of the Town of Amherst; and

WHEREAS the Council may, under paragraph 75(4)(b) of the *Municipal Government Act*, in lieu of levying an area rate, levy a uniform charge on each unmetered mobile home within a land leased community in the area;

THEREFORE BE IT RESOLVED that a uniform charge of \$72.00 be levied for the fiscal year ending March 31, 2025 on each unmetered mobile home within a land leased community within the boundaries of the Town of Amherst, and that these uniform charges are due and payable on May 31, 2024 for the interim tax billing and on September 27, 2024 for the final billing with interest to be charged on the balance of all tax accounts outstanding at the rate of 1% per month, 12% per annum.

SYNOPSIS

Solid Waste Management Uniform Charge

WHEREAS Council has included in its estimates for the fiscal year ending March 31, 2025, the amount of \$888,143 to be expended for the purpose of solid waste management, a purpose for which the Town may expend funds; and

WHEREAS \$888,843 is funded from the Solid Waste Management Uniform Charge; and

WHEREAS the Town collects solid waste from the approximately 3,198 residential premises with less than four such dwelling units within the Town; and

WHEREAS the Council may, under paragraph 75(4)(b) of the *Municipal Government Act*, in lieu of levying an area rate, levy a uniform charge on each property assessment in the area;

THEREFORE BE IT RESOLVED that a uniform charge of \$278.00 be levied for the fiscal year ending March 31, 2025 on each residential property within the boundaries of the Town of Amherst with less than four such dwelling units, and that these uniform charges are due and payable on May 31, 2024 for the interim tax billing and on September 27, 2024 for the final billing with interest to be charged on the balance of all tax accounts outstanding at the rate of 1% per month, 12% per annum.

Synopsis

Amherst Water Utility Operating Budget for 2024-2025

Staff have been assessing the operating needs of the Amherst Water Utility and developed the budget presented for Council's consideration today. Once approved, the budget gives direction and guidance to staff on all financial issues throughout the fiscal year.

The Water Utility is regulated by the Nova Scotia Utility and Review Board (NSUARB). The most recent water rate study was approved by the NSUARB on March 29, 2022.

The Amherst Water Utility operating budget for 2024-2025 is presented as follows:

Revenues	
Metered Sales	\$ 1,502,719
Flat Rate Sales	193,536
Bulk Water Sales	6,500
Fire Protection	867,516
Private Hydrants	15,000
Sprinkler Service	16,150
Interest	5,000
Sale of Services	12,000
Sundry	1,200
Total Revenues	\$ 2,619,621

Expenditures	
Source of Supply	\$ 34,000
Pumping	178,700
Water Treatment	19,300
Transmission & Distribution	903,421
Administration	1,065,780
Depreciation	418,420
Total Expenditures	\$ 2,619,621

MOTION:

That Council approve the 2024-2025 Amherst Water Utility Operating Budget of \$2,619,621 as presented.

SYNOPSIS

General Borrowing Resolution

Each year, usually in conjunction with approving the budget, Council approves a general borrowing resolution to authorize the borrowing of up to a specific amount from the Royal Bank to meet day to day expenditures of the Town until such time as the taxes are levied and collected. The amount of the authorization is \$7.7 million. This credit facility is almost never used and, when it is used, it is only briefly.

This general borrowing resolution ensures the provision of municipal services by the Town are able to be financed until taxes are collected. Approval of this resolution does not REQUIRE the town to borrow this amount but it does authorize the borrowing up to that amount.

The interest rate on such borrowing is Royal Bank prime minus $\frac{1}{4}$ %.

MOTION:

That Council approves a general borrowing resolution in authorizing a line of credit in the amount of \$7.7 million with the Royal Bank of Canada to meet the current expenditures of the Town of Amherst for the year ending March 31, 2025.



AMHERST TOWN COUNCIL

RFD#

Date: April 22, 2024

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Sarah Wilson, Director of Finance

DATE: April 22, 2024

SUBJECT: General Borrowing Resolution

ORIGIN: 2024-25 Operating Budget

LEGISLATIVE AUTHORITY: Municipal Government Act, section 84 states that a municipality may borrow to cover the annual current expenditure of the municipality that has been authorized by the council, but the borrowing shall not exceed fifty per cent of the combined total of the taxes levied by the municipality for the previous fiscal year and the amounts received, or to be received, by the municipality from Her Majesty in right of Canada or in right of the Province or from an agency of Her Majesty.

RECOMMENDATION: That Council approves a general borrowing resolution to authorize the borrowing of up to \$7,700,000 from the Royal Bank of Canada to meet the cash flow requirements of the Town of Amherst for the year ending March 31, 2025.

BACKGROUND: Each year, usually in conjunction with approving the budget, Council approves a general borrowing resolution to authorize the borrowing of up to \$7.7 million from the Royal Bank to meet expenditures of the Town until such time as the taxes are levied and collected. In prior years the borrowing limit was \$2 million but in 2020/21 the borrowing was increased to \$7.7 million due to the uncertainties of the COVID-19 pandemic. Per section 84 of the Municipal Government Act, the Town can borrow up to 50% of of the combined total of the taxes levied by the municipality for the previous fiscal year and the amounts received. The borrowing limit of \$7.7 million is now the approved annual limit with Royal Bank for the Town of Amherst. This does not mean that the Town will borrow this amount, it just means that it is able to. During 2020/21, 2021/22, 2022/23 and 2023/24 the Town did not need to access any of the borrowing.

DISCUSSION: This general borrowing resolution ensures the day to day operations of the Town are not affected by cash flow in times when revenue from taxes hasn't been collected yet.

Please note that this isn't to say the Town will fully utilize the \$7.7 million; it is just temporary financing that may be required from time to time to avoid any cash flow issues prior to taxes being collected.

FINANCIAL IMPLICATIONS: The interest rate on such borrowing is Royal Bank prime minus ¼%.



COMMUNITY ENGAGEMENT: This temporary borrowing is operational in nature; Community engagement is not being contemplated.

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

SOCIAL JUSTICE IMPLICATIONS: N/A

ALTERNATIVES: Council could approve a General Borrowing Resolution for a different amount or decline approval of any temporary borrowing for this purpose.

ATTACHMENTS: 1) General Borrowing Resolution

Report prepared by: Sarah Wilson, Director of Finance
Report and Financial approved by: N/A

TOWN OF AMHERST
GENERAL BORROWING RESOLUTION

To authorize the borrowing of certain moneys from the Royal Bank of Canada to meet the current expenditure of the Corporation of the Town of Amherst (hereinafter called "the Corporation") for the year ending March 31, 2025.

WHEREAS it is necessary to borrow the sum of \$7,700,000 (Seven million, seven hundred thousand dollars) from the **Royal Bank of Canada** to meet the current expenditures of the Corporation until such time as the taxes to be levied therefore can be collected;

BE IT THEREFORE RESOLVED by the Municipal Council of the Corporation as follows:

1. **THAT** the Mayor and the Treasurer of the Corporation, be, and they are hereby authorized under the seal of the Corporation to borrow from the **Royal Bank of Canada** up to the sum of **\$7,700,000 (Seven million, seven hundred thousand dollars)** as the same may be required from time to time to meet the now current expenditures of the Corporation which said expenditures has been duly authorized by Council; and
2. **THAT** the said Mayor with the Treasurer aforesaid, be, and they are hereby authorized to pay or allow to the said bank, interest on the sum of **\$7,700,000 (Seven million, seven hundred thousand dollars)** at a rate of Royal Bank Prime minus ¼% per annum, which may be paid or allowed in advance by way of discount or otherwise howsoever as they may deem best; and
3. **THAT** the said sum of **\$7,700,000 (Seven million, seven hundred thousand dollars)** so to be borrowed shall be made payable on or before the 31st day of March, 2025, and the promissory note or notes of the Corporation, if any, given therefore, if made payable before the said 31st day of March, 2025, may be renewed by the said Mayor and Treasurer from time to time, but no renewal thereof shall fall due later than the said 31st day of March, 2025; and
4. **THAT** the said promissory note or notes of the Corporation, sealed with the corporate seal and signed by the Mayor and Treasurer of the Corporation be given from time to time as required, in security for the amounts borrowed from time to time under the provisions of this resolution; and
5. **THAT** giving of such renewal note or notes, as aforesaid, shall not be deemed satisfaction to the said bank of the said advance or interest, but as evidence only in indebtedness.

This is to certify that the foregoing is a true copy of a resolution of the Council of the Municipal Corporation of the **Town of Amherst** passed at a meeting of the said Council, duly called and held on the 22nd day of April, 2024 at which a quorum of the Council was present and voting.

Given under the hands of the Mayor and Treasurer of the Town this _____ day of April, 2024.

.....
David Kogon, MD
Mayor

.....
Sarah Wilson
Treasurer

SYNOPSIS

Policy Amendments

(related to Operating Budget approval)

The Town's User Fee Policy and schedule of rates is reviewed annually during budget preparations. If the operating budget presented to Council impacts on other policies, those policies are brought forward during budget deliberations for discussion with the respective changes noted.

From this year's operating budget the following two policies required changes:

- User Fee Policy 03470-03
 - Increase the Solid Waste Collection Uniform Charge from \$268 to \$278 per year. This increase is due to the annual increase in the solid waste contract as well as an increase in the tonnage and rates for tipping fees.
 - Remove the following section:

Beer/Liquor Concession Robb Centennial Park (Policy 72300-05)		
Concession only. NSAGA requirements	\$100.00/day	Plus HST
responsibility of organizing committee		

- Sale of Beer-Liquor – Robb Centennial Park Policy 72300-05
 - Repeal this policy.
 - Robb Centennial Park no longer has a canteen or the facilities available to accommodate the sale of beer/liquor.

MOTION:

That Council approve the amendments to the User Fee Policy 03470-03 to reflect the changes noted above and highlighted in the attached red-line policy.

That Council repeal the Sale of Beer-Liquor – Robb Centennial Park Policy 72300-05.



AMHERST TOWN COUNCIL

RFD# 2024048

Date: April 22, 2024

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Sarah Wilson, Director of Finance

DATE: April 22, 2024

SUBJECT: Policy Amendments (related to operating budget approval)

ORIGIN: 2024-25 Operating Budget

LEGISLATIVE AUTHORITY: Municipal Government Act, section 84 allows council to make decisions in the exercise of its powers and duties by resolution, by policy or by by-law.

RECOMMENDATION: That Council approve the amendments to the User Fee Policy 03470-03 to reflect the changes noted below:

- Increase the Solid Waste Collection Uniform Charge from \$268 to \$278 per year. This increase is due to the annual increase in the solid waste contract as well as an increase in the tonnage and rates for tipping fees.
- Remove the following section:

Beer/Liquor Concession Robb Centennial Park (Policy 72300-05)		
Concession only. NSAGA requirements	\$100.00/day	-Plus HST
responsibility of organizing committee		

That Council repeal the Sale of Beer-Liquor – Robb Centennial Park Policy 72300-05.

BACKGROUND: The Town’s User Fee Policy and schedule of rates is reviewed annually during budget preparations. If the operating budget presented to Council impacts on other policies those policies are brought forward during budget deliberations with the respective changes noted.

DISCUSSION: From this year’s operating budget, the following two policies required changes:

- User Fee Policy 03470-03
 - Increase the Solid Waste Collection Uniform Charge from \$268 to \$278 per year. This increase is due to the annual increase in the solid waste contract as well as an increase in the tonnage and rates for tipping fees.
 - Remove the following section:



Beer/Liquor Concession Robb Centennial Park (Policy 72300-05)		
Concession only. NSAGA requirements	\$100.00/day	-Plus HST
responsibility of organizing committee		

- Sale of Beer-Liquor – Robb Centennial Park Policy 72300-05
 - Repeal this policy.
 - Robb Centennial Park no longer has a canteen or the facilities available to accommodate the sale of beer/liquor.

FINANCIAL IMPLICATIONS: Any financial increases or decreases due to the changes to the policies have been included in the budgets presented to Council at the April 4th meeting.

COMMUNITY ENGAGEMENT: The council budget session on April 4th was recorded for the public's information.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications.

SOCIAL JUSTICE IMPLICATIONS: N/A

ALTERNATIVES:

1. Council could not approve the policy changes as stated.
2. Council could request additional changes to the Policy(s).

ATTACHMENTS: Polices attached with track changes where applicable.

1. User Fee Policy 03470-03
2. Sale of Beer-Liquor – Robb Centennial Park Policy 72300-05

Report prepared by: Sarah Wilson, Director of Finance
Report and Financial approved by: N/A

TITLE: User Fee Policy
SECTION: FINANCIAL MANAGEMENT
POLICY NO.: 03470-03

APPROVAL DATE: January 22, 2024

CAO Signature: _____

PURPOSE:

To establish a schedule of user fees for Council to review for appropriateness and to revise if necessary, during the annual budgeting process.

POLICY STATEMENT:

It is appropriate for Council to charge fees, as authorized under the *Municipal Government Act*, in the Town's Bylaws, Policies and Procedures in order to defray its administrative costs. In order to allow for a systematic and thorough evaluation of those fees, a comprehensive schedule of User Fees with applicable tax status has been established. The responsibility for the accuracy of the Schedule shall rest with the department to which a fee applies. Any additions/deletions to the Schedule will be updated by the Executive Office. Those fees legislated under Provincial and/or Federal Acts and Authorities will also be shown on the schedules for completeness, but will not be subject to change by Council.

OBJECTIVES:

To make the administration of the cost recovery portion of the Town's Bylaws, Policies and Procedures more efficient and to determine the impact on each year's projected revenues during the budget process. By combining all of the fees in one document, the review will be more visible and complete.

TITLE: User Fee Policy
SECTION: FINANCIAL MANAGEMENT
POLICY NO.: 03470-03

Corporate Services		
SERVICE/PRODUCT/ADMINISTRATIVE	FEE	HST STATUS
Photocopies	.25/copy	Plus HST
Tax Certificates	\$50.00	HST Exempt
NSF Cheques	\$20.00	HST Exempt

By-Law Fees Collected by Corporate Services		
C-4 Dog-By-Law, Schedule A		
Dog License spayed/neutered	\$15/yr	HST Exempt
Dog License un-spayed/un-neutered	\$30/yr	HST Exempt
Lost Tag Replacement	\$15	HST Exempt
Dog-1 st Impoundment	\$75	Plus HST
Licensed Dog-2 nd Impoundment	\$150	Plus HST
Licensed Dog-3 rd & Subsequent Impoundments	\$150	Plus HST
Unlicensed Dog-Impoundments	\$150	Plus HST
Maintenance fee – Impoundment period	\$25/per day	Plus HST
C-11 False Alarms - After 2nd Notice	\$50/alarm	HST Exempt

Operational Services		
It is not the intention of the policy to rent Town of Amherst equipment to the general public; these rates and the availability of this equipment are contemplated for use by commercial concerns only.		
Equipment Charge out Rates	Rate per Hour	HST Status
Backhoe	\$93.00*	Plus HST
Loader	\$97.25	Plus HST
1-ton trucks/Service trucks	\$44.23*	Plus HST
3-5 ton trucks	\$66.00*	Plus HST
Street Sweeper	\$115.00*	Plus HST
Trackless	\$70.00*	Plus HST
Sewer Camera	\$100.00*	Plus HST
Line Locator	\$50.00*	Plus HST
Hole Hog	\$45.00*	Plus HST
Vermeer Brush Chipper	\$60.00*	Plus HST
Steamer	\$30.00*	Plus HST
Trash Pump	\$15.00	Plus HST
Diaphragm Pump	\$15.00	Plus HST
Line Painter	\$115.00/hour	Plus HST
Overhead charges extra – see procedure		

TITLE: User Fee Policy
SECTION: FINANCIAL MANAGEMENT
POLICY NO.: 03470-03

* Price includes one operator and fuel during normal working hours;
overtime labour rates are extra.

Operational Services By-Laws

D-3 Wastewater Discharge By-Law

One Connection	\$750.00	HST Exempt
Storm Sewer Connection (if done at the same time as sewer connection)	\$250.00	HST Exempt

D-19 Sanitary Sewer Rates By-Law

Residential Metered Customers	\$.99 m ³	HST Exempt
Commercial/Industrial/Institutional metered customers	\$.49 m ³	HST Exempt
Annual Base Charges – Meter Size		
5/8"	\$72.00	HST Exempt
3/4"	\$108.00	HST Exempt
1"	\$175.00	HST Exempt
1.5"	\$344.00	HST Exempt
2"	\$545.00	HST Exempt
3"	\$1,085.00	HST Exempt
4"	\$2,000.00	HST Exempt
Annual Non-metered Mobile Home Park Owner	\$178.53 /dwelling unit/year	HST Exempt
Uniform Charge for Wastewater Treatment Facility for unmetered mobile homes billed on the property Tax Bill	\$72.00/yr	HST Exempt

Solid Waste Rates

Solid Waste Collection billed on Tax Bill	\$268.00 278.00/yr	HST Exempt
Replacement Green Bin (Composter)	\$95.00	Plus HST
Replacement White Kitchen Compost (Bucket)	\$5.00	Plus HST

Services/Products – Operational Services

Electric Vehicle Charging Station User Fee	\$1.50/hr	HST Included
Street Breaking Permit (Policy 31600-08)	\$500.00	Plus HST
Commercial Sewer Service (Policy 31600-14)	Cost of Service	Plus HST

TITLE: User Fee Policy
SECTION: FINANCIAL MANAGEMENT
POLICY NO.: 03470-03

Estimated by Engineer and final adjustment when work is done		
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Planning and Development Department		
Zoning Confirmation Letter	\$50.00	HST Exempt
Copy of Land Use Bylaw or Municipal Planning Strategy	\$20.00	HST Exempt
Copy of Zoning Map (11 x 17)	\$5.00	HST Exempt
Copy of Zoning Map (50 cm x 60 cm)	\$10.00	HST Exempt
Application to Amend the Land Use Bylaw	\$200.00	HST Exempt
Application for a Development Agreement	\$200.00	HST Exempt
Application to Amend the Municipal Planning Strategy	\$300.00	HST Exempt
Application for a Variance or Site Plan	\$75.00	HST Exempt
Creation of Mapping Document	\$60.00/hr(including 10 lineal metres of maps	Plus HST
Print Existing Map – less than 50 cm x 50 cm	\$25.00	Plus HST
Print Existing Map – more than 50 cm x 50 cm	\$50.00	Plus HST

Building Permits		
New residential buildings, community centres, churches	\$50.00 + \$0.12 per square foot	HST Exempt
New Commercial, Industrial or other building not listed	\$50.00 + \$0.17 per square foot	HST Exempt
All alterations or repairs	\$50.00 + 0.25% of value	HST Exempt
Decks, accessory buildings and farm buildings	\$50.00 + \$0.04 per square foot	HST Exempt
Demolition	\$20.00	HST Exempt
Permit Renewals	\$50.00	HST Exempt
Development Permit	\$50.00	HST Exempt
Police Department		
Commissioner of Oaths Signing	\$15.98	HST Exempt
Criminal Record Check/Vulnerable Sector for Amherst citizens to participate as volunteers for community organizations.	Waived	N/A

TITLE: User Fee Policy
SECTION: FINANCIAL MANAGEMENT
POLICY NO.: 03470-03

Criminal Record Check	\$30.00	Plus HST
Criminal Record Check for Amherst citizens to participate as volunteers for community organizations	Waived	N/A
Serial # Verification (homemade trailers)	\$25.00	Plus HST
Fingerprints (for non-criminal reasons)	\$50.00	Plus HST
Accident Reports	\$25.00	Plus HST
Community Room Rental	\$125.00/day \$75.00/half day	Plus HST
C-9 Taxi By-Law, Schedule E		
Taxi Cab License	\$25/yr	HST Exempt
Taxi License Transfer	\$10	HST Exempt
Taxi Driver License	\$20/yr	HST Exempt
Taxi Driver License Replacement	\$10	HST Exempt
Taxi License Photo	\$10.00	Plus HST

Fire Department		
Firefighter	\$20.00/hour	HST Exempt
Apparatus	\$200.00/in use; \$100.00/standby	HST Exempt
Standby Jaws of Life Alarm	\$350.00	HST Exempt
Meters	\$50.00/hr	HST Exempt
Saws	\$50.00/hr	HST Exempt
Lighting System	\$25.00/hr	HST Exempt
Generator	\$25.00/hr	HST Exempt
Foam – All Types	\$185.00/jug	HST Exempt
Specialized Suits – Hazmat	Replacement cost	HST Exempt
PPE (bunker gear)	Replacement cost	HST Exempt
Fire Extinguisher Training	\$300.00 up to 15 people	Plus HST
Fire Inspections	\$75.00/hr	Plus HST
Inspection Confirmation Letter	\$50.00	HST Exempt

TITLE: User Fee Policy
SECTION: FINANCIAL MANAGEMENT
POLICY NO.: 03470-03

Recreation								
Ice Time/Stadium								
The rates below are per hour plus HST.								
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Holidays
Early Time 6:30-8:30am	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$128.00
Fair Time 8:30-5:00pm	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	-	-	\$128.00
Prime Time 5:00-12:00am	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00
Youth Time Monday-Sunday	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00

Youth Time Rates Include:

- Groups affiliated with Amherst Skating Club; or
- Groups affiliated with another skating club; or
- Groups affiliated with Skate Nova Scotia and/or Skate Canada who are **18 years old and younger.**
- Groups affiliated with Cumberland County Minor Hockey; or
- Groups affiliated with another minor hockey association; or
- Groups affiliated with Hockey Nova Scotia or Hockey Canada who are **18 years old and younger.**
- Groups affiliated with Ringette Nova Scotia; or
- Groups affiliated with Ringette Canada who are **18 years old and younger.**
- Community groups who don't reside in the Town of Amherst and are **18 years old and younger.**

Photocopies/Stadium (Policy 72000-06)		
8 ½ X 11 (Town Paper)	\$0.10/copy	Plus HST
8 ½ X 14 (Town Paper)	\$0.15/copy	Plus HST
11 X 17 (Town Paper)	\$0.25/copy	Plus HST
8 ½ X 11 (own paper)	\$0.05/copy	Plus HST
8 ½ X 14 (own paper)	\$0.05/copy	Plus HST
11 X 17 (own paper)	\$0.10/copy	Plus HST

TITLE: User Fee Policy
SECTION: FINANCIAL MANAGEMENT
POLICY NO.: 03470-03

Ballfield User Policy (Policy 72300-01)		
Lights	\$18/diamond/game	Plus HST
Tournament Fee	\$100/day	Plus HST
Tournament Lights	\$30/day	Plus HST

Stadium Advertising Rates plus artwork, design and production*		
Ice logos	\$400.00	Plus HST
Dasherboard	\$400.00	Plus HST
Wall Signage (4X6)	\$400.00	Plus HST
Ice Making Machine	\$2,500.00	Plus HST
Red and Blue Line – per line (not per side)	\$100.00	Plus HST
Stairs Kick Plates	3 for \$150.00	Plus HST
Score clock Small	\$600.00	Plus HST
Score clock Large	\$850.00	Plus HST

*In addition to the advertising rate, the customer will be responsible and invoiced for all cost(s) associated with the creation of artwork, design, production & installation if applicable. Actual quote will be provided at the time the service is requested.

Off Season Stadium Rentals		
Rink Floor Only	\$50.00 per hr or \$630.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Entire Facility including meeting rooms, team rooms	\$70.00per hr or \$790.00 per day (8:00a.m. to 12:00a.m. midnight)*	Plus HST
Extra Employees	\$25.00 per person per hour	Plus HST
2 nd Floor meeting room and lounge	\$50.00 per hour or \$150.00 per day	Plus HST

Beer/Liquor Concession – Robb Centennial Park (Policy 72300-05)		
Concession only. NSAGA requirements responsibility of organizing committee	\$100.00/day	Plus HST

*Includes one employee during that time

TITLE: User Fee Policy
SECTION: FINANCIAL MANAGEMENT
POLICY NO.: 03470-03

Community Credit Union Business Innovation Centre			
Rental Fee	Daily	1/2 Day	Hourly
Conference Room	\$400.00	\$250.00	\$80.00
Conference Room – Community	\$240.00	\$150.00	\$48.00
Boardroom	\$125.00	\$80.00	\$25.00
Boardroom – Community	\$75.00	\$48.00	\$15.00
Hub	\$75	\$50	
Hub – Community	\$45	\$30	
Evening & Weekend Surcharge			\$20.00
Evening & Weekend Surcharge – Community			\$12.00
Sound & Lighting Technician			\$30.00
Sound & Lighting Technician – Community			\$18.00

*HST shall be applied and be in addition to all rates noted for the Community Credit Union Business Innovation Centre

Municipal Government Act Fees – FOI-POP Section 466, MGA
The fees charged for access to information under Part XX of the MGA (Freedom of Information and Protection of Privacy) shall be in accordance with the Freedom of Information and Protection of Privacy Regulations of Nova Scotia, as amended from time to time.

Note: “All rates and charges with respect to the Amherst Water Utility will be in accordance with the schedule of rates for water and water services as approved by the Utility and Review Board of Nova Scotia from time to time and as reflected in the Order of the Board.”

TITLE: User Fee Policy
SECTION: FINANCIAL MANAGEMENT
POLICY NO.: 03470-03

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director of Finance	User Fee Policy is reviewed with departments annually as part of the operating budget process to determine if any updates / changes are required.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Add Fee for Electric Vehicle Charging Station \$1.50/hr HST included.	Director of Finance - Wilson	Council	January 23, 2023
Increase Solid Waste Collection Uniform Charge from \$185 to \$268 per year.	Director of Finance – Wilson	Council	April 24, 2023
Increase the fees for Dog impoundments to reflect amendments made to the Companion Animal Bylaw	Director of Finance – Wilson	Council	January 22, 2024
Increase the Solid Waste Collection Uniform Charge from \$268/yr to \$278/yr, and remove the section for Beer/Liquor Concession Robb Centennial Park (Policy 72300-05)	Director of Finance - Wilson		

Minutes Reference Dates:

30 April 2007	29 October 2007	18 April 2008
28 May 2009	26 April 2010	24 May 2011
23 May 2012	01 May 2013	30 April 2014
12 June 2015	25 May 2016	03 October 2016
23 January 2017	23 May 2018	15 May 2019
25 May 2020	22 June 2020	27 September 2021
08 June 2022		

of 1

DEPARTMENT: COMMUNITY & ECONOMIC DEVELOPMENT

TITLE: **SALE OF BEER/LIQUOR – ROBB CENTENNIAL PARK**

Minutes reference date: 27 June 2000

Page: 448

PURPOSE

Whereas the sale and resale of beer/liquor during major sporting events has become necessary to offset the cost of hosting these events, the Amherst Parks Recreation and Leisure Services Department would like to make this opportunity available to tournament organizations at Robb Centennial Park.

POLICY

Host committees could be authorized to operate a beer/liquor concession at Robb Centennial Park. All regulations and policies established by the Nova Scotia Alcohol and Gaming Authority must be adhered to.

The organizing committee would also be required to provide responsible beverage servers, approved security services, ensure that the licensed area is kept litter free, and that all products and empties are removed from the facility upon the conclusion of their event. It will be the responsibility of the organizing committee to pay all expenses necessary to meet the requirements established by the Nova Scotia Alcohol and Gaming Authority.

A daily rental fee of one hundred dollars (\$100.00), hst included, will be charged by the Town of Amherst. A deposit of fifty percent (50%) is to be paid two (2) weeks in advance of the event along with proof of adequate liability insurance to cover the organizing committee and absolve the Town of Amherst from any liability or responsibility as it relates to the sale of liquor, beer, and spirits.

The Town of Amherst Parks, Recreation and Leisure Services Department reserves the right to refuse any request which it feels would not be in the best interest of the Town of Amherst.

SYNOPSIS

Asphalt Patching Tender (RFT-24-23)

The recently approved 2024/25 operating budget includes an amount of \$490,450 for contracted patching services. The work performed under this contract includes asphalt spreader patching of streets and the restoration of service cuts.

A tender for the asphalt patching program was issued with a closing date of April 12, 2024 with two bids were received:

Cumberland Paving (Miller group)	\$ 446,611
Costin Paving (Dexter Construction)	\$ 408,410

As the tender is a unit price contract based on estimated quantities, the final cost will be determined by the actual quantities of material used and will not exceed the budget approved by Council.

MOTION:

That Council award the Asphalt Patching Tender (RFT-24-23) to the lowest compliant bidder, Costin Paving (Dexter Construction), at their unit prices in the amount of \$408,410 plus HST.



AMHERST TOWN COUNCIL

RFD# 2024045

Date: April 22, 2024

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Aaron Bourgeois, Director of Operations

DATE: April 22, 2024

SUBJECT: Asphalt Patching Tender (RFT-24-23)

ORIGIN: Operating Budget for the year ending March 31, 2025.

LEGISLATIVE AUTHORITY: 31700-01 Procurement Policy

RECOMMENDATION: That Council award the Asphalt Patching Tender (RFT-24-23) to the lowest compliant bidder, Costin Paving (Dexter Construction), at their unit prices based on our estimated quantities in the amount of \$408,410 plus HST.

BACKGROUND: A tender for the asphalt patching program was issued with a closing date of April 12, 2024. The following two bids were received, excluding applicable taxes:

- Cumberland Paving (Miller Group) \$ 446,611
- Costin Paving (Dexter Construction) \$ 408,410

DISCUSSION: Awarding of the tender at this time will allow for timely completion of the Town’s contracted spreader patching and service cut restoration.

FINANCIAL IMPLICATIONS: The recently approved operating budget for 2024/25 includes \$326,400 in Operations, \$44,050 in Sewage and \$120,000 in the water utility operating budgets for a total of \$490,450 for contracted patching services. The cost of the proposed work including non-refundable taxes, based on the estimated quantities is \$425,914.45. As the tender is a unit price contract based on estimated quantities the final cost will be determined by the actual quantities of material used, and will not exceed the budget approved by Council.

COMMUNITY ENGAGEMENT: Social media posts will advise residents of the planned locations for asphalt patching activities.

ENVIRONMENTAL IMPLICATIONS: There are no direct environmental implications to the award of this contract. Asphalt patching does generate greenhouse gas emissions, however there is currently no alternative method of completing the work.

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications to the award of this contract.



ALTERNATIVES: As both bidders were compliant with the tendering process, Council has no alternative but to awarding the contract to the low bidder, unless the project were to be cancelled altogether.

ATTACHMENTS: None

Report prepared by:

Report and Financial approved by:

SYNOPSIS

Code of Conduct for Elected Municipal Officials

As allegations of breaches of the Code of Conduct were made by Town employees against Councillor Landry; and

As the alleged breaches were investigated by Council as stipulated by the Code of Conduct for Elected Municipal Officials policy; and

As Council has determined that Councillor Landry did breach the "Interpersonal Behaviour" section of the Code of Conduct by failing to treat Town employees with dignity, understanding and respect and to ensure that their work environment is free from discrimination, bullying and harassment;

Be it resolved that Councillor Landry shall be subject to the following corrective action that Council determines to be commensurate with the nature and severity of the breaches:

Councillor Landry shall provide a hand written letter of apology to the affected employees; and

Councillor Landry shall not participate in any Committees of Council meetings except for Committee of the Whole, Council and Audit Committee for a period of two months from the date of this meeting.



OPERATING & CAPITAL BUDGETS

2024/25

Final approvals by Council April 22, 2024

Town of Amherst



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- ℓ Community Support Area Rate, page 6

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GOVERNANCE & THE BUDGET PROCESS

The Town of Amherst is governed by a Mayor and six Councillors and operates under the Council/Chief Administrative Officer (CAO) system. As outlined in the Nova Scotia Municipal Government Act; it is the responsibility of the CAO to provide advice to Council and to administer the operations of the Town in accordance with the policies and programs approved by Council. The role of Council is to provide strategic direction for the Town.

The fiscal year of the Town is April 1 – March 31. The Town's General and Water Utility operating budgets are prepared for the upcoming fiscal year. The General and Water Utility capital budgets are prepared for the upcoming five fiscal years. Only the first fiscal year of the General and Water capital budgets are formally approved, the remaining four years are for planning purposes only.

Fiscal responsibility within the Town is enhanced through the establishment of Operating and Capital Reserves intended to set funds aside on an annual basis for certain operating and capital expenditures in future years. This is balanced with using cash to pay for equipment and projects with shorter useful lives where possible.

Tax rates are calculated to generate the revenue required to fund the various programs and services offered by the Town. These rates are also influenced by the annual assessment levels for properties in the Town, as established annually through the Assessment Roll generated by review of assessed values which is completed by the Nova Scotia Property Valuation Services Corporation (PVSC).

For the 2024/25 budgets each segment was approved by Council individually:

1. General – April 22
2. Mandatory Provincial Contribution Area Rate – April 22
3. Community Support Area Rate – April 22
4. Sewage – April 22
5. Solid Waste – April 22
6. Water Utility – April 22
7. Capital – March 25, amended April 22

ASSESSMENT CHANGES 2023/24 TO 2024/25

The Assessment Roll is provided from Property Valuation Services Corporation (PVSC), an agency of the Government of Nova Scotia. PVSC does an assessment of the properties, reviews values and deals with appeals on an annual basis. Notices of assessment are sent to property owners each year in January.

As indicated in the chart below, residential assessment accounts have grown by 7.1%, commercial accounts have grown by 7.9% and resource accounts have grown by 5.2% from 2023/24 fiscal year to 2024/25.

ASSESSMENT COMPARISON **2023/24 vs. 2024/25**

Assessment Category	2023/24 CAP Assessment Base	2024/25 CAP Assessment Base	Change from 2023/24 to 2024/25	% Change from 2023/24 to 2024/25
Residential	\$ 462,530,100	\$ 495,190,600	\$ 32,660,500	7.1%
Commercial (not subject to CAP)	\$ 150,862,300	\$ 162,838,200	\$ 11,975,900	7.9%
Resource	\$ 1,308,400	\$ 1,376,000	\$ 67,600	5.2%

TAX RATES

There are three different tax rates: general, mandatory provincial contribution area rate and the community support area rate. These tax rates are established annually for residential, commercial and resource properties. Tax bills are issued bi-annually. The interim billing is 50% of the total prior year's bill and is due May 31, 2024. The final billing takes into consideration the accounts new assessment, the current year tax rate and uniform charges then deducting the interim billing. The final bill is due September 27, 2024.

Tax Rates

1. General – this rate is used to pay for services provided by the Town to residents of the Town. These services include; fire, police, planning, economic development, transportation and public works, recreation, community living, communications and information technology as well as internal services performed by the Corporate Services department. The general operations rate increased by \$0.012 for fiscal 2024/25.
2. Mandatory Provincial Contributions Area Rate - the cost for provincial services the province charges the municipality for. Any changes in these costs are mandated by the Province and passed on to the municipalities to collect on their behalf. The Mandatory Provincial Contribution Area Rate decreased by \$0.008 for fiscal 2024/25. Effective 2024/25 municipalities are no longer responsible to fund Correction Services (the mandatory contribution to the province to fund the cost of correctional services). The Mandatory Provincial Contributions Area Rate includes the following provincial services:
 - ⌘ Education
 - ⌘ The Town is required to provide funding to the Chignecto Central Regional Centre for Education under the Education Act. This mandatory education contribution is set by the Province of Nova Scotia and is based on the Town's share of the Uniform Assessment.
 - ⌘ Property Valuation Services Corporation (Assessment)
 - ⌘ The Town is required to provide funding to pay a share of the cost of operating the provincial assessment system. The Town pays a portion of the total Property Valuation Services Corporation costs, based on the Town's share of the Uniform Assessment and the Town's share of assessment accounts across the province.

OTHER RATES

1. Deed Transfer Tax

When land/property is sold a Deed Transfer Tax (DTT) may be applicable. The Deed Transfer Tax rate is set by the Town and the DTT payable is calculated based on the sale price of the property. Deed Transfer Tax is collected on behalf of the Town through the Land Registration Office when the deed is registered/recorded.

ℓ For the 2024/25 fiscal year the deed transfer tax will remain the same at 1.25%.

2. Uniform Charge

Solid Waste Management Uniform Charge

ℓ This uniform charge is levied on each dwelling unit within the boundaries of the Town of Amherst in residential premises with less than four such dwelling units.

ℓ The uniform charge for 2024/25 to be levied is \$278 (2023/24 - \$268). The increase in the uniform charge for 2024/25 is due to the annual increase in the solid waste contract as well as an increase in tonnage and rates for tipping fees.

3. Sewer Rates

Effective April 1, 2015 there was a sewer base charge added to the metered quarterly bills. This new base charge was implemented because of the removal of the uniform charge for the wastewater treatment facility. Sewer services in the Town of Amherst are billed through one of the following methods:

ℓ Sewer Metered – consumption volume is determined by the Amherst Water Utility
Sewer Consumption Rate (per cubic meter)

ℓ Residential - \$0.99 per cubic meter of metered water consumption

ℓ Commercial - \$0.49 per cubic meter of metered water consumption

Sewer Base Charges (Quarterly)

ℓ Size of Meter

ℓ 5/8" \$ 18.00

ℓ ¾" \$ 27.00

ℓ 1" \$ 43.75

ℓ 1.5" \$ 86.00

ℓ 2" \$ 136.25

ℓ 3" \$ 271.25

ℓ 4" \$ 500.00

ℓ Sewer Non-Metered Customers

ℓ For non-metered customers in unmetered mobile home parks, the park owner shall pay \$178.53 per dwelling unit per annum.

OTHER RATES (cont'd)

- a. Wastewater Treatment Facility Uniform Charge (this offsets expenses for sewer services for those not charged a sewer base charge).
 - ℓ As of April 1, 2015 the Town has removed the uniform charge for the Wastewater Treatment Facility for all assessments with the exception of unmetered mobile homes within a land leased community and replaced it with a base charge on the quarterly sewer bill.
 - ℓ The uniform charge for unmetered mobile homes within a land leased community for 2024/25 to be levied is \$72 (2023/24 - \$72).

4. Water Utility Rates

The Town of Amherst Water Utility is regulated by the Nova Scotia Utility and Review Board (NSUARB). The most recent water rate study was approved by the NSUARB on March 29, 2022. In accordance with the NSUARB Order for the 2024/25 fiscal year, the rates are as follows:

Water Base Charges (Quarterly)

ℓ Un Metered \$ 95.81

ℓ Size of Meter

ℓ 5/8"	\$ 39.49
ℓ ¾"	\$ 57.48
ℓ 1"	\$ 93.45
ℓ 1.5"	\$ 183.40
ℓ 2"	\$ 291.33
ℓ 3"	\$ 579.15
ℓ 4"	\$ 902.95
ℓ 6"	\$1,802.39
ℓ 8"	\$3,241.49

Water Consumption Rate (per cubic meter)

ℓ \$0.894 per cubic meter

The Town of Amherst bills water and sewer together quarterly. The fiscal year quarters are April to June, July to September, October to December and January to March.

2024/25 GENERAL OPERATING BUDGET – SUMMARY

Summary - Total	2023/24 Budget	% of Total	2024/25 Budget	% of Total
Taxes	\$ 15,815,943	74.0%	\$ 16,974,287	76.9%
Grants in Lieu of Taxes	\$ 280,638	1.3%	\$ 285,466	1.3%
Services Provided to Other Local Govt's	\$ 270,071	1.3%	\$ 278,404	1.3%
Sales of Services	\$ 1,512,123	7.1%	\$ 1,476,499	6.7%
Other Revenue from Own Sources	\$ 914,591	4.3%	\$ 976,726	4.4%
Unconditional Transfers	\$ 1,260,382	5.9%	\$ 1,323,275	6.0%
Conditional Transfers	\$ 564,800	2.6%	\$ 592,300	2.7%
Other Transfers	\$ 746,310	3.5%	\$ 180,442	0.8%
Total Revenue	\$ 21,364,858	100.0%	\$ 22,087,399	100.0%

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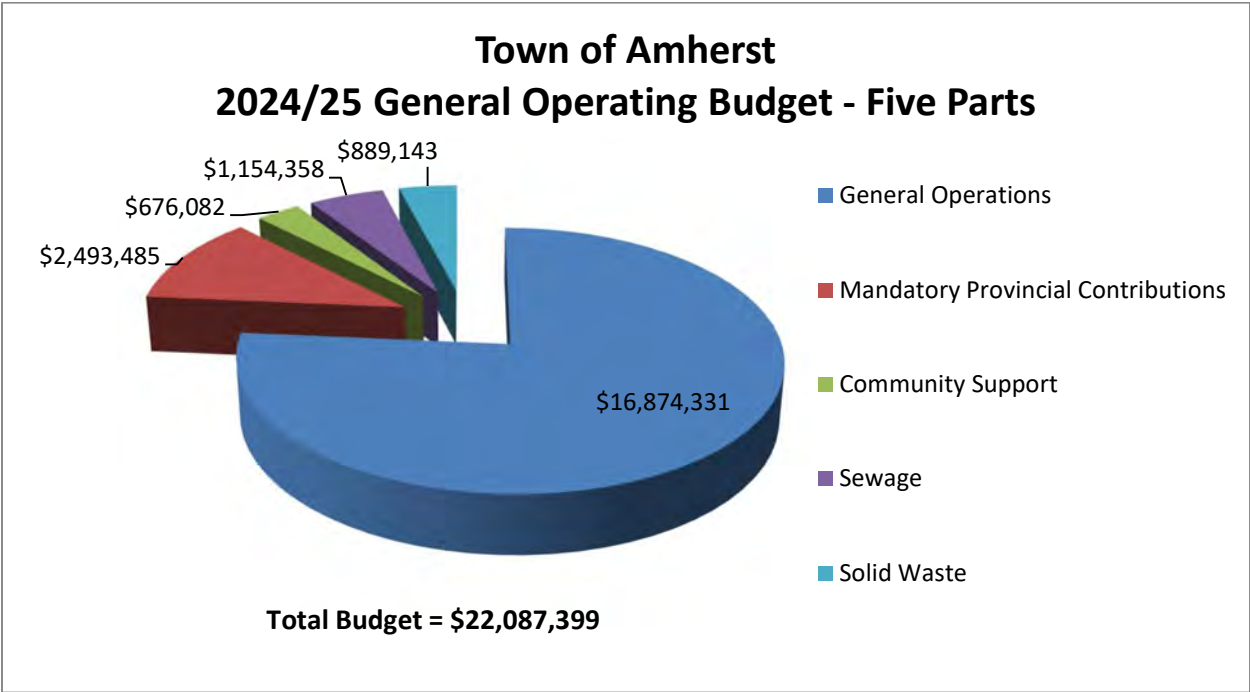
Corporate	12	\$ 2,747,349	12.9%	\$ 3,321,304	15.0%
Police	12	\$ 4,986,219	23.3%	\$ 5,234,041	23.7%
Fire	12	\$ 1,988,745	9.3%	\$ 2,085,241	9.4%
Communications & IT	13	\$ 510,289	2.4%	\$ 573,251	2.6%
Community Living	13	\$ 736,334	3.4%	\$ 764,449	3.5%
Operations	13	\$ 2,528,158	11.8%	\$ 2,668,594	12.1%
Recreation Facilities	14	\$ 2,076,084	9.7%	\$ 1,465,906	6.6%
Planning & Economic Development	14	\$ 581,950	2.7%	\$ 671,960	3.0%
Strategic	14	\$ 95,000	0.4%	\$ 24,608	0.1%
Environmental Stewardship	14	\$ 71,780	0.3%	\$ 64,977	0.3%
Mandatory Provincial Contributions	15	\$ 2,375,217	11.1%	\$ 2,493,485	11.3%
Community Support	16	\$ 658,911	3.1%	\$ 676,082	3.1%
Sewage	17	\$ 1,153,679	5.4%	\$ 1,154,358	5.2%
Solid Waste	18	\$ 855,143	4.0%	\$ 889,143	4.0%
Total Expenditures		\$ 21,364,858	100.0%	\$ 22,087,399	100.0%

2024/25 GENERAL OPERATING BUDGET – SUMMARY (cont’d)

The General Operating budget is comprised of five parts:

- 1. General Operations – the general rate includes Corporate Services, Police, Fire, Communications & IT, Community Living, Recreation Facilities, Planning & Economic Development, Strategic Initiatives, Environmental Stewardship and Transportation & Public Works (pages 11-14).
- 2. Mandatory Provincial Contributions – the payments the Town is required to make for Education, Housing, Property Valuation Services Corporation (Assessment) and Regional Library (page 15).
- 3. Community Support – this includes grants to organizations, Tax Exemption Policy, Tax Reduction Policy and Community Events. (page 16).
- 4. Sewage – the sewage budget includes the Wastewater Treatment Facility and the costs to maintain the sewer infrastructure in the Town of Amherst (page 17).
- 5. Solid Waste – the solid waste budget captures all costs with providing solid waste, recyclable and organic collections to residential customers in the Town of Amherst (page 18).

It is important to note that all of the five budget parts listed above has a balanced budget.



PART 1 - GENERAL OPERATIONS – BUDGET COMPARATIVE

	2023/24 Budget	2024/25 Budget	Change from 2024 Budget to 2025	% Change from 2024 Budget to 2025
Summary - Total				
Taxes	\$ 11,930,730	\$ 12,918,491	\$ 987,761	8.3%
Grants in Lieu of Taxes	\$ 280,638	\$ 285,466	\$ 4,828	1.7%
Services Provided to Other Local Govt's	\$ 270,071	\$ 278,404	\$ 8,333	3.1%
Sales of Services	\$ 410,436	\$ 374,277	\$ (36,159)	-8.8%
Other Revenue from Own Sources	\$ 897,291	\$ 959,426	\$ 62,135	6.9%
Unconditional Transfers	\$ 1,260,382	\$ 1,323,275	\$ 62,893	5.0%
Conditional Transfers	\$ 559,800	\$ 588,300	\$ 28,500	5.1%
Other Transfers	\$ 712,560	\$ 146,692	\$ (565,868)	-79.4%
Total Revenue	\$ 16,321,908	\$ 16,874,331	\$ 552,423	3.4%
Wages & Benefits	\$ 9,614,621	\$ 10,121,122	\$ 506,501	5.3%
Administrative Costs	\$ 978,154	\$ 1,060,241	\$ 82,087	8.4%
Building & Facility Costs	\$ 748,086	\$ 791,181	\$ 43,095	5.8%
Vehicle & Equipment Costs	\$ 408,757	\$ 419,695	\$ 10,938	2.7%
Materials & Supplies	\$ 550,750	\$ 664,300	\$ 113,550	20.6%
Grants to Organizations	\$ 10,389	\$ 4,250	\$ (6,139)	-59.1%
Other Municipal Costs	\$ 756,540	\$ 855,473	\$ 98,933	13.1%
Fiscal Services	\$ 2,553,802	\$ 2,235,813	\$ (317,989)	-12.5%
Fire Protection Charge	\$ 737,629	\$ 759,076	\$ 21,447	2.9%
Cost Recovery	\$ (36,820)	\$ (36,820)	\$ -	0.0%
Total Expenditures	\$ 16,321,908	\$ 16,874,331	\$ 552,423	3.4%

PART 1 – GENERAL OPERATIONS – DEPARTMENT EXPENDITURE DETAIL

Department Expenditures	2023/24 Budget	2024/25 Budget	Change from 2024 Budget to 2025	% Change from 2024 Budget to 2025
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Corporate

Wages & Benefits	\$ 1,048,518	\$ 1,166,362	\$ 117,844	11.2%
Administrative Costs	\$ 281,231	\$ 325,056	\$ 43,825	15.6%
Grants to Organizations	\$ 3,000	\$ 3,250	\$ 250	8.3%
Other Municipal Costs	\$ 60,550	\$ 74,600	\$ 14,050	23.2%
Fiscal Services	\$ 1,354,050	\$ 1,752,036	\$ 397,986	29.4%
	\$ 2,747,349	\$ 3,321,304	\$ 573,955	20.9%

Police

Wages & Benefits	\$ 4,336,554	\$ 4,548,004	\$ 211,450	4.9%
Administrative Costs	\$ 166,909	\$ 166,518	\$ (391)	-0.2%
Building & Facility Costs	\$ 70,347	\$ 89,773	\$ 19,426	27.6%
Vehicle & Equipment Costs	\$ 122,855	\$ 128,553	\$ 5,698	4.6%
Materials & Supplies	\$ 6,000	\$ 5,100	\$ (900)	-15.0%
Grants to Organizations	\$ 1,000	\$ 1,000	\$ -	0.0%
Other Municipal Costs	\$ 124,890	\$ 141,140	\$ 16,250	13.0%
Fiscal Services	\$ 184,664	\$ 180,953	\$ (3,711)	-2.0%
Cost Recovery	\$ (27,000)	\$ (27,000)	\$ -	0.0%
	\$ 4,986,219	\$ 5,234,041	\$ 247,822	5.0%

Fire

Wages & Benefits	\$ 926,631	\$ 986,402	\$ 59,771	6.5%
Administrative Costs	\$ 111,128	\$ 112,611	\$ 1,483	1.3%
Building & Facility Costs	\$ 94,256	\$ 99,617	\$ 5,361	5.7%
Vehicle & Equipment Costs	\$ 70,151	\$ 81,835	\$ 11,684	16.7%
Materials & Supplies	\$ 10,000	\$ 10,000	\$ -	0.0%
Other Municipal Costs	\$ 43,150	\$ 39,900	\$ (3,250)	-7.5%
Fire Protection Charge	\$ 737,629	\$ 759,076	\$ 21,447	2.9%
Cost Recovery	\$ (4,200)	\$ (4,200)	\$ -	0.0%
	\$ 1,988,745	\$ 2,085,241	\$ 96,496	4.9%

PART 1 - GENERAL OPERATIONS – DEPARTMENT EXPENDITURE DETAIL (cont'd)

Department Expenditures	2023/24 Budget	2024/25 Budget	Change from 2024 Budget to 2025	% Change from 2024 Budget to 2025
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Communications & IT

Wages & Benefits	\$ 413,811	\$ 425,397	\$ 11,586	2.8%
Administrative Costs	\$ 84,528	\$ 130,904	\$ 46,376	54.9%
Building & Facility Costs	\$ -	\$ 1,000	\$ 1,000	0.0%
Other Municipal Costs	\$ 11,950	\$ 15,950	\$ 4,000	33.5%
	\$ 510,289	\$ 573,251	\$ 62,962	12.3%

Community Living

Wages & Benefits	\$ 494,182	\$ 518,522	\$ 24,340	4.9%
Administrative Costs	\$ 123,452	\$ 109,077	\$ (14,375)	-11.6%
Building & Facility Costs	\$ 7,000	\$ 5,600	\$ (1,400)	-20.0%
Vehicle & Equipment Costs	\$ 1,500	\$ 1,500	\$ -	0.0%
Materials & Supplies	\$ 15,000	\$ 26,050	\$ 11,050	73.7%
Other Municipal Costs	\$ 95,200	\$ 103,700	\$ 8,500	8.9%
	\$ 736,334	\$ 764,449	\$ 28,115	3.8%

Operations

Wages & Benefits	\$ 1,122,788	\$ 1,130,621	\$ 7,833	0.7%
Administrative Costs	\$ 65,903	\$ 63,111	\$ (2,792)	-4.2%
Building & Facility Costs	\$ 265,283	\$ 262,904	\$ (2,379)	-0.9%
Vehicle & Equipment Costs	\$ 158,671	\$ 151,099	\$ (7,572)	-4.8%
Materials & Supplies	\$ 462,500	\$ 564,400	\$ 101,900	22.0%
Other Municipal Costs	\$ 266,850	\$ 337,250	\$ 70,400	26.4%
Fiscal Services	\$ 191,783	\$ 164,829	\$ (26,954)	-14.1%
Cost Recovery	\$ (5,620)	\$ (5,620)	\$ -	0.0%
	\$ 2,528,158	\$ 2,668,594	\$ 140,436	5.6%

PART 1 - GENERAL OPERATIONS – DEPARTMENT EXPENDITURE DETAIL (cont'd)

Department Expenditures	2023/24 Budget	2024/25 Budget	Change from 2024 Budget to 2025	% Change from 2024 Budget to 2025
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Recreation Facilities

Wages & Benefits	\$ 873,564	\$ 917,391	\$ 43,827	5.0%
Administrative Costs	\$ 47,227	\$ 54,507	\$ 7,280	15.4%
Building & Facility Costs	\$ 308,762	\$ 329,800	\$ 21,038	6.8%
Vehicle & Equipment Costs	\$ 54,280	\$ 54,208	\$ (72)	-0.1%
Materials & Supplies	\$ 57,250	\$ 58,750	\$ 1,500	2.6%
Other Municipal Costs	\$ 47,250	\$ 51,250	\$ 4,000	8.5%
Fiscal Services	\$ 687,751	\$ -	\$ (687,751)	-100.0%
	\$ 2,076,084	\$ 1,465,906	\$ (610,178)	-29.4%

Planning & Economic Development

Wages & Benefits	\$ 398,573	\$ 428,423	\$ 29,850	7.5%
Administrative Costs	\$ 97,776	\$ 98,457	\$ 681	0.7%
Vehicle & Equipment Costs	\$ 1,300	\$ 2,500	\$ 1,200	92.3%
Other Municipal Costs	\$ 11,700	\$ 67,075	\$ 55,375	473.3%
Fiscal Services	\$ 72,601	\$ 75,505	\$ 2,904	4.0%
	\$ 581,950	\$ 671,960	\$ 90,010	15.5%

Strategic

Other Municipal Costs	\$ 95,000	\$ 24,608	\$ (70,392)	-74.1%
	\$ 95,000	\$ 24,608	\$ (70,392)	-74.1%

Environmental Stewardship

Building & Facility Costs	\$ 2,438	\$ 2,487	\$ 49	2.0%
Grants to Organizations	\$ 6,389	\$ -	\$ (6,389)	-100.0%
Fiscal Services	\$ 62,953	\$ 62,490	\$ (463)	-0.7%
	\$ 71,780	\$ 64,977	\$ (6,803)	-9.5%

Total Departmental Expenditures **\$ 16,321,908** **\$ 16,874,331** **\$ 552,423** **3.4%**

PART 2 - MANDATORY PROVINCIAL CONTRIBUTIONS AREA RATE – BUDGET COMPARATIVE

Summary - Total	2023/24 Budget	2024/25 Budget	Change from 2024 Budget to 2025	% Change from 2024 Budget to 2025
Taxes	\$ 2,375,217	\$ 2,493,485	\$ 118,268	5.0%
Total Revenue	\$ 2,375,217	\$ 2,493,485	\$ 118,268	5.0%
Education	\$ 1,733,956	\$ 1,891,526	\$ 157,570	9.1%
Corrections	\$ 118,967	\$ -	\$ (118,967)	-100.0%
Housing	\$ 325,000	\$ 394,801	\$ 69,801	21.5%
Property Valuation Services Corp (Assessment)	\$ 109,995	\$ 115,494	\$ 5,499	5.0%
Library (Regional)	\$ 87,299	\$ 91,664	\$ 4,365	5.0%
Total Expenses	\$ 2,375,217	\$ 2,493,485	\$ 118,268	5.0%

PART 3 - COMMUNITY SUPPORT AREA RATE – BUDGET COMPARATIVE

Summary - Total	2023/24 Budget	2024/25 Budget	Change from 2024 Budget to 2025	% Change from 2024 Budget to 2025
Taxes	\$ 620,161	\$ 638,332	\$ 18,171	2.9%
Federal Conditional Grant - Canada Day	\$ 5,000	\$ 4,000	\$ (1,000)	-20.0%
Transfer from Operating Reserve:				
Social Equity Grant - Youth Centre	\$ 33,750	\$ 33,750	\$ -	0.0%
Total Revenue	\$ 658,911	\$ 676,082	\$ 17,171	2.6%
Grants to Organizations:				
Grants to Organizations	\$ 85,000	\$ 90,000	\$ 5,000	5.9%
Grant - LA Animal Shelter (24/25 = year 2 of 3)	\$ 50,000	\$ 50,000	\$ -	0.0%
Social Equity Grants	\$ 60,000	\$ 60,000	\$ -	0.0%
Social Equity - NSCC	\$ 15,000	\$ 15,000	\$ -	0.0%
Social Equity - Youth Centre (24/25 = year 4 of 4)	\$ 33,750	\$ 33,750	\$ -	0.0%
Youth Free Ice Time	\$ 60,000	\$ 60,000	\$ -	0.0%
YMCA Grant	\$ 116,548	\$ 121,210	\$ 4,662	4.0%
Tax Exemption Policy	\$ 89,726	\$ 95,269	\$ 5,543	6.2%
Tax Reduction Policy	\$ 60,000	\$ 60,000	\$ -	0.0%
Community Events:				
Canada Day	\$ 18,000	\$ 20,000	\$ 2,000	11.1%
Esther Fest	\$ 18,000	\$ 12,000	\$ (6,000)	-33.3%
Christmas Kick Off	\$ 18,000	\$ 8,000	\$ (10,000)	-55.6%
December to Remember	\$ -	\$ 20,000	\$ 20,000	0.0%
Inclusion / Diversity Events	\$ 5,000	\$ 10,000	\$ 5,000	100.0%
Winter Carnival	\$ 8,000	\$ 14,000	\$ 6,000	75.0%
Other Events	\$ 21,887	\$ 6,853	\$ (15,034)	-68.7%
Total Expenses	\$ 658,911	\$ 676,082	\$ 17,171	2.6%

PART 4 - SEWAGE (INCLUDING UNIFORM CHARGE) – BUDGET COMPARATIVE

	2023/24 Budget	2024/25 Budget	Change from 2024 Budget to 2025	% Change from 2024 Budget to 2025
Summary - Total				

Uniform Charge Wastewater Treatment Facility	\$ 34,992	\$ 35,136	\$ 144	0.4%
Sale of Services	\$ 38,000	\$ 38,000	\$ -	0.0%
Sewer Metered Charges	\$ 976,926	\$ 976,926	\$ -	0.0%
Sewer Flat Charges	\$ 86,761	\$ 87,296	\$ 535	0.6%
Permits	\$ 7,000	\$ 7,000	\$ -	0.0%
Interest on o/s Sewer	\$ 10,000	\$ 10,000	\$ -	0.0%

Total Revenue \$ 1,153,679 \$ 1,154,358 \$ 679 **0.1%**

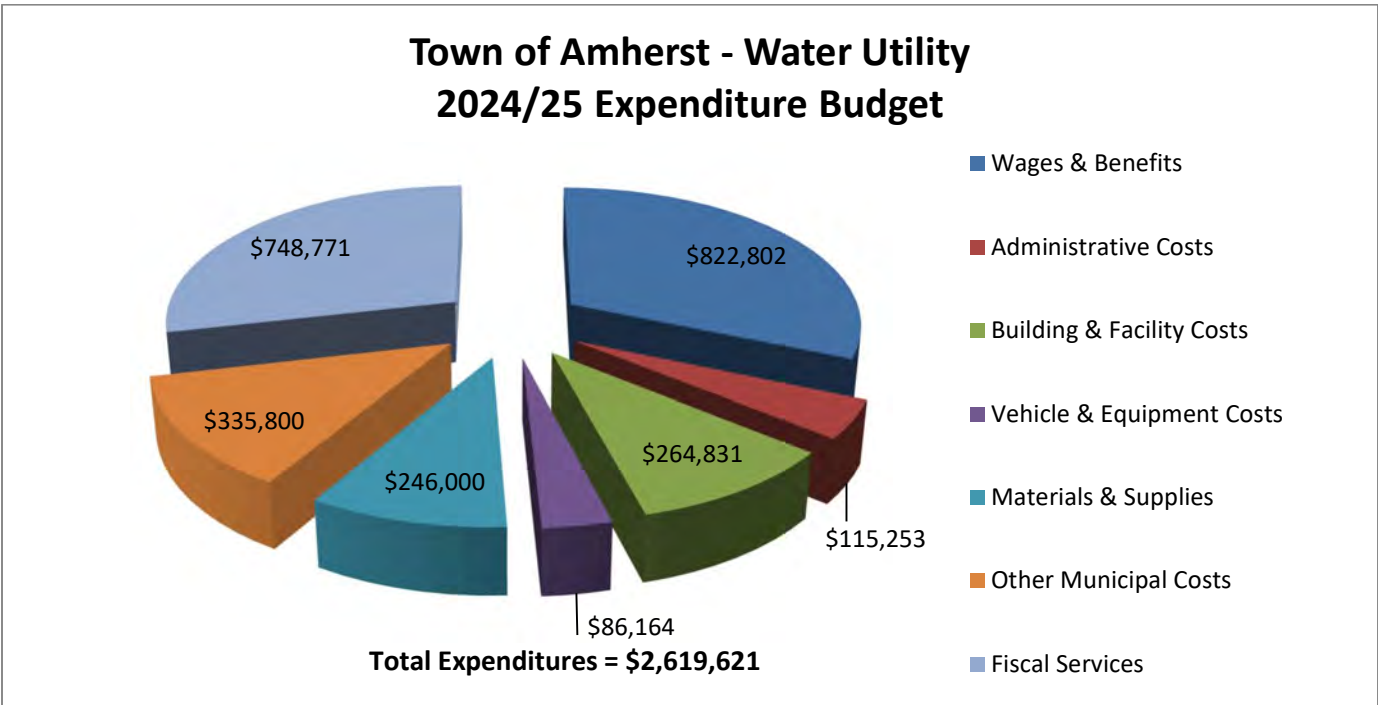
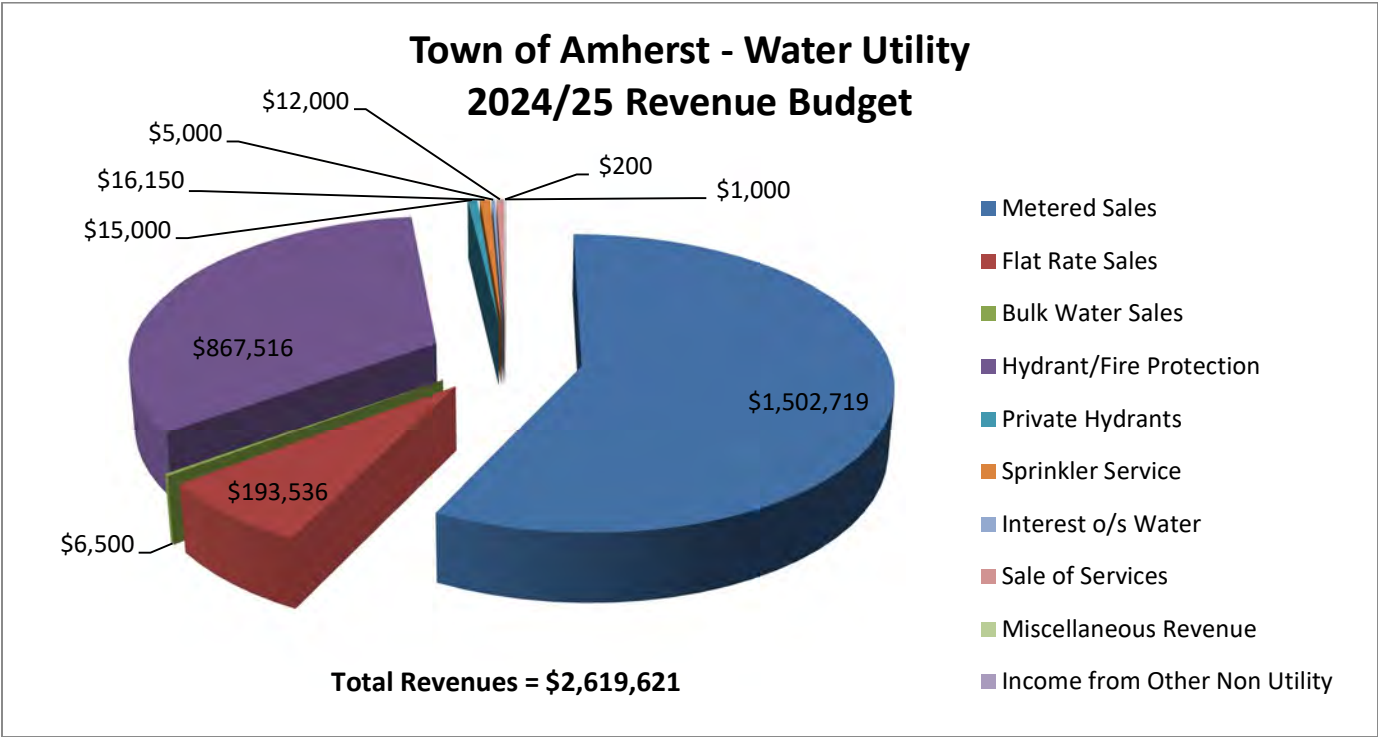
Wages & Benefits	\$ 377,312	\$ 383,574	\$ 6,262	1.7%
Administrative Costs	\$ 26,762	\$ 27,140	\$ 378	1.4%
Building & Facility Costs	\$ 214,743	\$ 215,849	\$ 1,106	0.5%
Vehicle & Equipment Costs	\$ 26,894	\$ 26,608	\$ (286)	-1.1%
Materials & Supplies	\$ 84,550	\$ 97,850	\$ 13,300	15.7%
Other Municipal Costs	\$ 94,750	\$ 79,429	\$ (15,321)	-16.2%
Fiscal Services	\$ 328,668	\$ 323,908	\$ (4,760)	-1.4%

Total Expenses \$ 1,153,679 \$ 1,154,358 \$ 679 **0.1%**

PART 5 - SOLID WASTE – BUDGET COMPARATIVE

	2023/24 Budget	2024/25 Budget	Change from 2024 Budget to 2025	% Change from 2024 Budget to 2025
Summary - Total				
Uniform Charge Solid Waste	\$ 854,843	\$ 888,843	\$ 34,000	4.0%
Miscellaneous Revenue	\$ 300	\$ 300	\$ -	0.0%
Total Revenue	\$ 855,143	\$ 889,143	\$ 34,000	4.0%
Wages & Benefits	\$ 23,910	\$ 24,960	\$ 1,050	4.4%
Administrative Costs	\$ 630	\$ -	\$ (630)	-100.0%
Building & Facility Costs	\$ 2,400	\$ 2,400	\$ -	0.0%
Vehicle & Equipment Costs	\$ 1,500	\$ 1,500	\$ -	0.0%
Materials & Supplies	\$ 2,000	\$ 1,358	\$ (642)	-32.1%
Other Municipal Costs:				
Collection Contract	\$ 489,353	\$ 508,925	\$ 19,572	4.0%
Tipping Fees	\$ 335,350	\$ 350,000	\$ 14,650	4.4%
Total Expenses	\$ 855,143	\$ 889,143	\$ 34,000	4.0%

2024/25 WATER UTILITY OPERATING BUDGET - CHARTS



CAPITAL BUDGET – 2024/25 WATER & GENERAL CAPITAL

Projects	2024/25 Capital Budget
WATER CAPITAL	
Dump Truck <i>(carry over)</i>	355,000
West Victoria Street ~ CNR to Hickman - water main replacement <i>[contingent on grant funding]</i> <i>(carry over)</i>	820,400
McCully Street Booster Station - study & design <i>(carry over)</i>	50,000
McCully Street Booster Station - upgrades <i>(carry over)</i>	300,000
Wellfield Engineering Design & Construction - Swab Launchers <i>(carry over)</i>	80,000
Wellfield Production Wells - replace pump in well P-3	60,000
Fire Hydrant Replacement	17,000
Water Meter Replacement	14,000
Backhoe	180,000
Russell Street - Phase 1	12,000
Russell Street - Phase 2	33,000
Upper Church Street - new housing development - housing related infrastructure	99,600
Marshview Drive - new housing development - Phase 1	50,000
WATER TOTAL	2,071,000
GENERAL CAPITAL	
EQUIPMENT	
LED Lighting upgrade <i>[contingent on grant funding]</i> <i>(carry over)</i>	670,000
Loader - Streets	275,000
1 Ton Dump Truck / Salt Truck	110,000
Line Laser System for Centreline Painter	8,000
Subtotal	1,063,000

CAPITAL BUDGET – 2024/25 WATER & GENERAL CAPITAL (cont'd)

Projects	2024/25 Capital Budget
BUILDINGS / LAND	
Town Hall - New Roof <i>(carry over)</i>	135,000
Four Fathers Library - HVAC Upgrade <i>(carry over)</i>	40,000
Land Purchase - 8 Lower LaPlanche Street <i>(carry over)</i>	10,000
Street Light Poles - Industrial Park x 10 replacement	35,000
Security Cameras - Public Works Garage	8,000
Security Cameras - Stadium	13,000
Stadium - Wifi Equipment replacement	50,000
Town Hall - Accessibility Improvements - entrances and front counter	125,000
Industrial Park Signage Area Upgrades	24,000
Visitor Welcome Signage - Highway 2	10,000
Landscaping, fence and/or welcome sign - 8 Lower LaPlanche St	8,000
Subtotal	458,000
LARGE MULTI - CATEGORY PROJECTS	
West Victoria Street ~ CNR to Hickman - sanitary sewer, storm sewer (corrugated), pulverize & rebuild street, curb, sidewalk <i>[contingent on grant funding] (carry over)</i>	1,523,600
Russell Street - sanitary sewer, storm sewer (corrugated), pulverize & rebuild street <i>[contingent on grant funding] (carry over)</i>	720,000
Russell Street - Phase 1	145,000
Russell Street - Phase 2	317,000
Upper Church Street - new housing development - housing related infrastructure	540,350
Marshview Drive - land purchase (year 2 of 3)	150,000
Marshview Drive - new housing development - Phase 1	200,000
Subtotal	3,595,950
STREETS	
Agnew ~ Clarence to Havelock (Overlay)	55,000
Allison ~ Elmwood to Spring (Overlay)	80,000
Anson ~ CNR Tracks to Chandler (Overlay)	115,000
Anson ~ Cornwall to Hickman (Overlay)	70,000
Arlington ~ All (Overlay)	22,000
Beacon ~ Croft to Church (Overlay)	50,000
Havelock ~ Prince Arthur to Spring (Overlay)	165,000
Robie ~ Clarence to Havelock (Overlay)	46,000
Sackville ~ Erncliffe to Rambler (Overlay)	22,000
Townshend ~ Academy to Charles (Overlay)	18,000
Anson Avenue - CN Rail crossing repairs (completed by CN)	148,100
Rupert ~ Spring to Victoria (Cold Mill and Pave)	250,000
Subtotal	1,041,100

CAPITAL BUDGET – 2024/25 WATER & GENERAL CAPITAL (cont'd)

Projects	2024/25 Capital Budget
SIDEWALKS	
LaPlanche ~ east side Victoria to Lawrence (TOA)	35,000
Cornwall Street ~ Anson to Cordova (TOA)	10,000
Beacon ~ Croft to Church (TOA)	17,000
West Victoria ~ south side Hickman to CNR (TOA) - continuation of project from prior year	10,000
Derby ~ Victoria to Trail (new sidewalk) (TOA)	18,000
Trail ~ Clinton Street to NSCC and Southgate Village (new gravel trail) (TOA)	19,000
Tactile Plates ~ Victoria @ Havelock Intersection and Town Hall crosswalk	10,000
Subtotal	<u>119,000</u>
STORM/SANITARY SEWER	
Flood Mitigation Upgrades (<i>carry over</i>)	499,000
Lift Station Pump Rebuild/Replacement	50,000
Sludge Reducing Chemical Feed Pumps	9,000
Subtotal	<u>558,000</u>
FIRE DEPARTMENT	
Breathing Air Refilling Stations - replacement (Station unit) (<i>carry over</i>)	30,000
Wildland Coveralls (Qty 25) - replacement	20,000
Structural Firefighting Bunker Gear (6-9 sets) - replacement	22,000
Ventilation Fans (Qty 3) - replacement	22,000
Floor Scrubber - Apparatus floor	12,000
Subtotal	<u>106,000</u>
POLICE DEPARTMENT	
APD HVAC (<i>carry over</i>)	18,000
Body Armour and attachments - 20 Units (<i>carry over</i>)	30,000
Containment Equipment - 4 Carbines and accessories (<i>carry over</i>)	16,500
APX500 Radio Base and install	12,000
Vehicle - Patrol # 1	75,000
Dispatch Console and Software	115,000
Watch Guard Body Cameras & Storage (Qty 10)	50,000
Drone (APD / AFD)	65,000
Virtual Firearms Training Platform	250,000
Subtotal	<u>631,500</u>

CAPITAL BUDGET – 2024/25 WATER & GENERAL CAPITAL (cont’d)

Projects	2024/25 Capital Budget
RECREATION	
4 Stream Waste Receptacles for Parks (year 1 of 2) <i>(carry over)</i>	10,000
Replace Massey Tractor	50,000
Marsh Trail & Clinton Trail - Gate Enhancements	35,000
Replace Roof - Dickey Park Washrooms	10,000
Utility Trailer	12,000
Condenser Water Tank for Stadium	10,000
4 Stream Waste Receptacles for Parks (year 2 of 2)	10,000
Robb Complex 3 Scoreboards	70,000
Security Fencing - Angus Building Compound	22,000
Accessible Playground <i>[contingent on grant funding]</i>	600,000
Memorial - No. 2 Construction Battalion	19,000
Subtotal	<u>848,000</u>
GENERAL TOTAL	8,420,550

GRAND TOTAL WATER & GENERAL	10,491,550
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CAPITAL BUDGET – 2024/25 WATER & GENERAL CAPITAL SOURCE FINANCING

Water Capital

Water Operating	\$ 40,000
Water Depreciation	1,379,601
Grant - Federal/Provincial	<u>651,399</u>

Total Water Capital Source Financing **\$ 2,071,000**

General Capital

Capital from Revenue - General Operating	\$ 1,059,100
Capital from Revenue - Sewer Operating	15,000
Operating Reserve	994,000
Capital Reserve	404,172
Capital Reserve - Carry Over Items	289,200
Canada Community-Building Fund (formerly Gas Tax Fund)	752,000
Sustainable Services Growth Fund (SSGF) Grant	800,000
Grants - Federal/Provincial	3,508,710
Long Term Debt - General / Sewer	<u>598,368</u>

Total General Capital Source Financing **\$ 8,420,550**

Grand Total Water & General Capital Funding **\$ 10,491,550**

Internal Committee Report

Planning Advisory Committee

April 2024

The Planning Advisory Committee met on Tuesday, April 2, 2024 at 4:30 p.m. in Town Hall Council Chambers.

Following staff presentations, the Committee passed the following three motions:

- 1) That the Planning Advisory Committee recommend that Council enter into the Development Agreement for the Dolan Property Development with the exclusion of Part 8.1.2 a) of the draft development agreement which states: The following items are considered by all parties to be non-substantive: a) Amendments to the development standards in Part 4 of this agreement.
- 2) That the Planning Advisory Committee recommend that Council amend the Land Use Bylaw Schedule A Zoning Map by changing the zoning designation of property on Industrial Park Drive to Mini Home Zone.
- 3) That the Planning Advisory Committee orders that the building at 38 Cornwall Street (PID: 25016379) be demolished, the contents removed and sorted in a safe manner, and back fill the hole by August 31, 2024, with all work to be done by the property owner. Failure by the property owner to do the work will result in the Town completing the work and sending all contents of the building to an appropriate solid waste facility, with all costs charged to the property owner's tax account.

The Planning Advisory Committee is scheduled to meet again Monday, May 6th at 4:30 p.m. in Town Hall Council Chambers.

Internal Committee Report

Amherst Board of Police Commissioners

April 2024

The Amherst Board of Police Commissioners met on Tuesday, April 16, 2024 in Town Hall Council Chambers.

Board members reviewed the details of and were invited to attend the Canadian Association of Police Governance (CAPG) 35th Annual Conference being held in Halifax August 8-11th.

A verbal update on the Amherst Police Department's strategic plan was given to members. The Strategic Planning committee met with APD staff on April 11th to discuss the strategic plan. Next steps will include a meeting with the Amherst Board of Police Commissioners and Council, then outside organizations identified as stakeholders in policing.

The Chief's report was reviewed, as included in the agenda package.

The Board currently has one vacancy for a citizen member. A notice advertising for this vacancy will be in The Casket on May 1st and May 8th with a deadline of May 14th to apply.

Internal Committee Report

Inclusion, Diversity & Equity Committee

April 2024

The Inclusion, Diversity and Equity Committee met Wednesday, April 3, 2024 at 6:00 p.m. in Town Hall Council Chambers.

The Committee welcomed its newest member, Mason Byer, who was appointed after the resignation of Jolene Gouchie.

The Committee discussed items for the joint committee's workshop that was held on April 17th.

They also reviewed and discussed the Strategic Plan Goal 3 "Become a municipality who leads the community sharing responsibility for respecting and promoting human rights and diversity".

The Community Well-being Manager advised that the application for funding to support the building of No.2 Construction Memorial has been approved. This memorial will be erected along side the Afghan Memorial and will consist of a monument, a commemorative story board, in both English and French, that will speak to the history and achievements. A Flag Raising and Proclamation will be scheduled for August 1st, with a full day of events and celebrations scheduled for August 3rd, including a historic play at the legion with a light lunch, then the unveiling. CANSA will also be holding a family celebration with a formal dinner at the stadium. Further details on these events will be provided closer to the dates.

The Community Well-being Manger also discussed the ARHS AHEAD Social Justice and Wellness Day being held at the Amherst Region High School on May 17th. This will be a student led conference aiming to provide students with diverse perspectives and enriching experiences by having a variety of different speakers present, including members of the community well-being team.

The Director of Community Living provided an update on the Amherst Police Department's new Strategic Plan, which staff will be seeking input into from the three social equity committees.

The next meeting has been scheduled for Thursday, May 8th at 6:00 p.m.

Internal Committee Report

Poverty Reduction Advisory Committee

April 2024

The Poverty Reduction Advisory Committee is scheduled to meet this Thursday, April 25, 2024 at 4:30 p.m. in Town Hall Council Chambers.

Items on the agenda for discussion include:

ARHS AHEAD Social Justice and Wellness Day
Cornerstone Community Support
First Time Homebuyer Program
Food Network Update and
Harm Reduction Workshop.

A full report will be provided at the next regular meeting of Council in May.

External Committee Report

Cumberland Public Libraries

April 2024

Library Hours and Services

Thanks to our amazing local representatives, hours are being restored at all of our locations!

This would not be possible without the dedication of our Municipal and Town Councillors, Mayors David Kogon, Murray Scott, and Greg Henley, and the countless members of their staff. They have shown that Amherst, Oxford and Cumberland County deserves sustainable and affordable core library services in the region.

We are working diligently to restore hours at all of our locations, and will let everyone know when hours are back to normal.

Provincial Library Funding Review

The Provincial government has begun a funding review for all public libraries in the province. The committee is made up of Library Directors, government representatives, and library board representatives. Amherst Town Councillor and Cumberland Regional Library Board Chair, Dale Fawthrop, is a member of this committee trying to develop a new funding formula.

Food Security

Cumberland Public Libraries received a \$52,900 grant from the Department of Communities, Culture, Tourism and Heritage for food security. The Library will be providing snacks in all locations as well as working with our community partners, Cumberland Adult Network for Upgrading (CAN-U) and the YMCA, to fund work already being done in the community.

State of the Library

The Board will hold its annual Public Meeting on April 25, 2024 at the Springhill Library. We will also be live streaming on our Facebook page.

Statistics

In the month of February, Cumberland Public Libraries signed out 13,915 items, 6,939 items in Amherst alone. This includes books, DVDs, magazines, renewals, e-books and more.

Also, in February the Amherst library offered 16 in-person programs with 234 people in attendance. The Amherst library had 2,033 in person visits.

Next Board meeting June 18, 2024.

External Committee Report

Cumberland YMCA

April 2024

Child Care

March 22, 2024, was the final night for the Friday Night Fun Program for this year. The program will resume in October 2024.

Membership

Active Members – 1955

Subsidized Members - 344

Current promotion is a One Week Free Trial.

Aquatics

Current Spring Group Lesson Participant #s - 141

Current Spring Private Lesson Participant #'s - 41

Planning for onsite and offsite summer programming is underway.

Fitness

HF Program Registration opened March 25, 2024:

Inclusive Youth and Adult Member Programming being offered -Soccer Stars, Basketball Stars, Dance Dance, Run Jump Throw Wheel, Intro to the Weight Room, Rhythm in Motion, and more!

Planning is underway for a Fitness Instructor Course this Spring/Summer.

Fund Development

Give the Gift of Camp

The Kent POS campaign came to an end in March, but fundraising efforts are still in full swing. We have raised \$895 from generous donations from community members including a book sale in the Y lobby.

Y Celebrate 80.

On May 7th Dale Fawthrop, Chair of the Town of Amherst Accessibility Advisory Committee, will complete an 80 minute Accessible triathlon to celebrate his 80th birthday. All donations will go to assist children to participate in local Y camps.

External Committee Report

Northern Region Solid Waste Resource Committee

April 2024

Provincial Updates

Extended Producer Responsibility (EPR) for Printed Paper and Packaging (PPP)

Regional staff met with representatives from Circular Materials on April 12th to discuss Extended Producer Responsibility for Printed Paper and Packaging and the roll-out of the program in 2025. Circular Materials is asking that feedback be provided to them by Friday, April 26.

Key dates:

- October 1, 2024, Circular Materials must provide Divert NS their readiness report.
- December 1, 2025, EPR for Recyclables comes into effect.

Reminder: Circular Materials will be looking to engage in discussions and potential agreements with those municipalities that hold the curbside collection contracts and/or own waste management facilities.

Education & Enforcement Reports

Staff are preparing the final reports for the Education and Enforcement Agreements for Divert NS.

Household Hazardous Waste (HHW) Funding

Divert NS issued a payment in the amount of \$5,362.87 to the Town of Amherst to help offset the HHW expenses for 2023.

External Committee Report

L.A. Animal Shelter

April 2024

In March we had 30 cats/kittens adopted and 2 dogs.

We currently have 35 adult cats, 24 kittens and 5 dogs at the shelter.

We expect to begin construction on the new building soon.

Our annual Spring Tea will be held on Saturday, May 11, upstairs at Dayles.

We will have our yard sale on Saturday, June 15 (rain date June 22).

Harrison's Home Hardware has asked us to run the BBQ on their tax-free day. They will provide all the supplies and donations will go to the shelter. This was a great event last year!

We will also participate in the Park Your Paws Pet Expo in June.

External Committee Report

Senior Safety

April 2024

The last meeting was March 26th held by zoom at 1:30 p.m.

We are beginning to make plans for events to be held during the Spring/Summer season. Right now there are plans being made for Wills and Estates Seminars in Pugwash and Springhill. We are also looking at a Seniors Safety Academy for Amherst in the late summer or fall. These academies can continue through several weeks and not just a one day event. We are also looking at hosting a Senior's Expo in Amherst and the yearly World Elder Abuse Awareness Day in June.

The past year has been very busy. The Senior Safety Coordinator has seen an overall increase in the amount of phone calls, referrals and the amount of clients assisted in their own homes.

YTD: 87 phone calls from people in Amherst seeking assistance along with another 70 from seniors in the county. There were also 24 email referrals from other organizations. Plus 26 home visits in Amherst and another 26 in different parts of the county.

Events that were organized over the past year included five weeks of Senior Safety Academy in Amherst in May and June, plus World Elder Abuse Awareness Day in June. Other events that were attended by the coordinator and the board include: RCMP police week in Springhill with a table set up, Police Week in Amherst with another table set up and an Aging Well event at the Superstore.

We applied for a small \$1000 grant from an organization called Community Links to help seniors set up their bathrooms for safety (shower rails, raised toilet seats or handles that go around toilets and other safety needs).

We did not apply for a Town grant for this year. Most of the needs we applied for occur in the winter months and our last winter was not bad. So we still have a little money left to assist with snow shovelling walkways and emergency oil delivery. Over the last year there were only a couple of major snow events and we assisted two people with emergency oil deliveries. We thank the town for the assistance given last year and some of that money will carry over into this year.

The next meeting is scheduled for April 30th via zoom.