



Town of Amherst
Regular Council Meeting
Agenda

Date: **Monday, May 27, 2024**
Time: **6:00 pm**
Location: **Council Chambers, Town Hall**

	Pages
1. CALL TO ORDER	
2. TERRITORIAL ACKNOWLEDGMENT	
<p>“I would like to acknowledge that our gathering today is taking place in (MEEG-MA-GEE), the traditional, unceded and ancestral territory of the Mi’kmaw people. I would also like to acknowledge that Nova Scotia has another unique people. These are the Indigenous Blacks of Nova Scotia whose legacy and contributions date back over 400 years predating confederation of this land. We are all treaty people.”</p>	
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**TOWN OF AMHERST
Regular Council Meeting
Minutes**

Date: April 22, 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
Andrew Fisher, Director, Planning & Strategic Initiatives
Dwayne Pike, Chief, Police Services
Greg Jones, Director, Fire 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 at 6:00 p.m.

2. TERRITORIAL ACKNOWLEDGMENT

Mayor Kogon gave the Territorial Acknowledgment.

3. APPROVAL OF AGENDA/ACCEPTANCE OF 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

3.2.1 March 25, 2024 Regular Meeting

The Mayor called for any errors or omissions in the minutes. There being none, the minutes of the March 25, 2024 regular meeting of Council were accepted as included in the agenda package.

3.2.2 April 8, 2024 Special Meeting

The Mayor called for any errors or omissions in the minutes. There being none, the minutes of the April 8, 2024 special meeting of Council were accepted as included in the agenda package.

4. REQUESTS FOR DECISION

4.1 305 Church Street (Dolan Property) Development Agreement First Reading

Moved By Councillor Chambers
Seconded By Councillor Emery
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.

Motion Carried

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:
 - a) 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;
 - b) 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) A ground-affixed rack such as a grid bike rack;
- b) inverted-U rack; or a
- c) 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

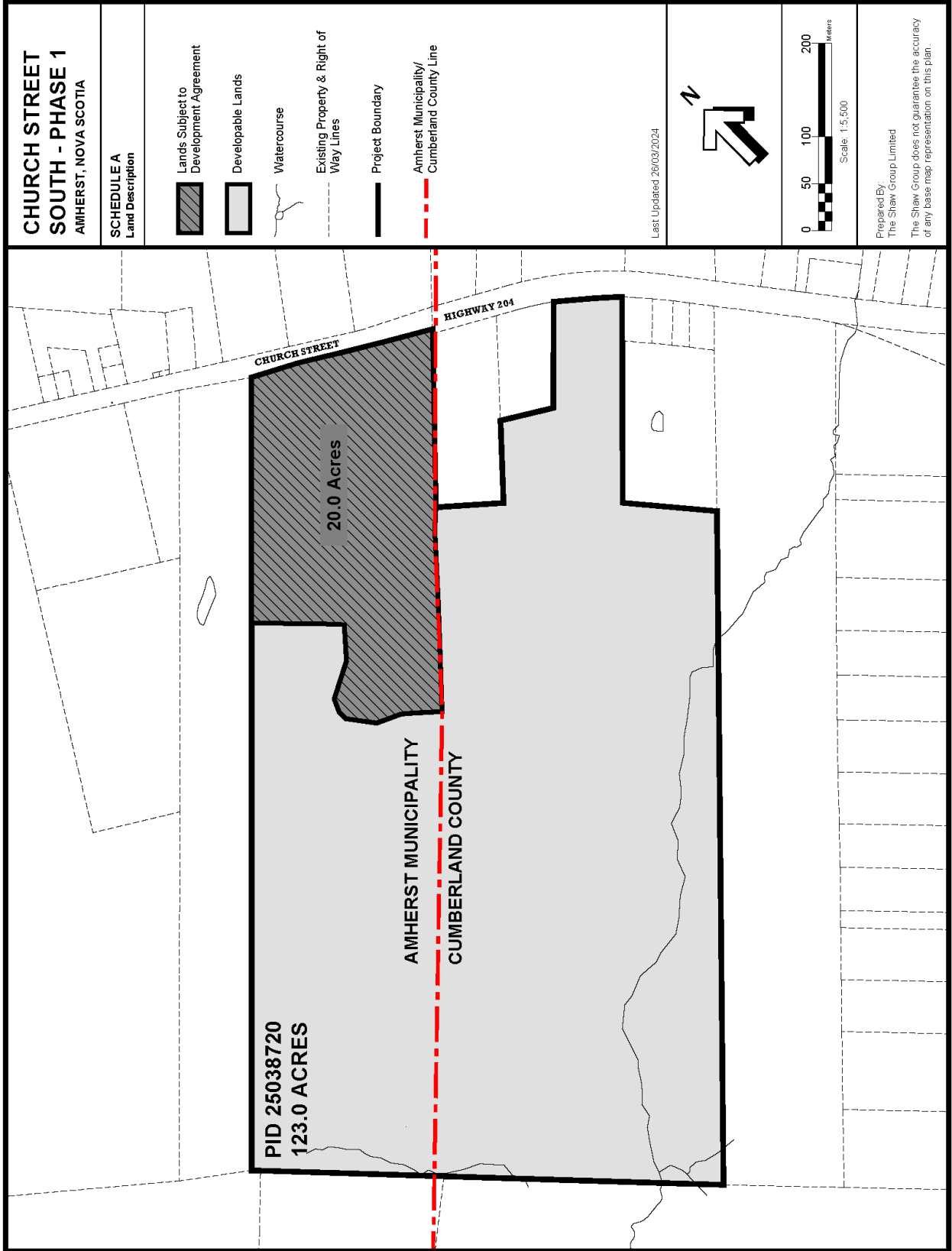
Province of Nova Scotia, **County of Halifax.**

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.

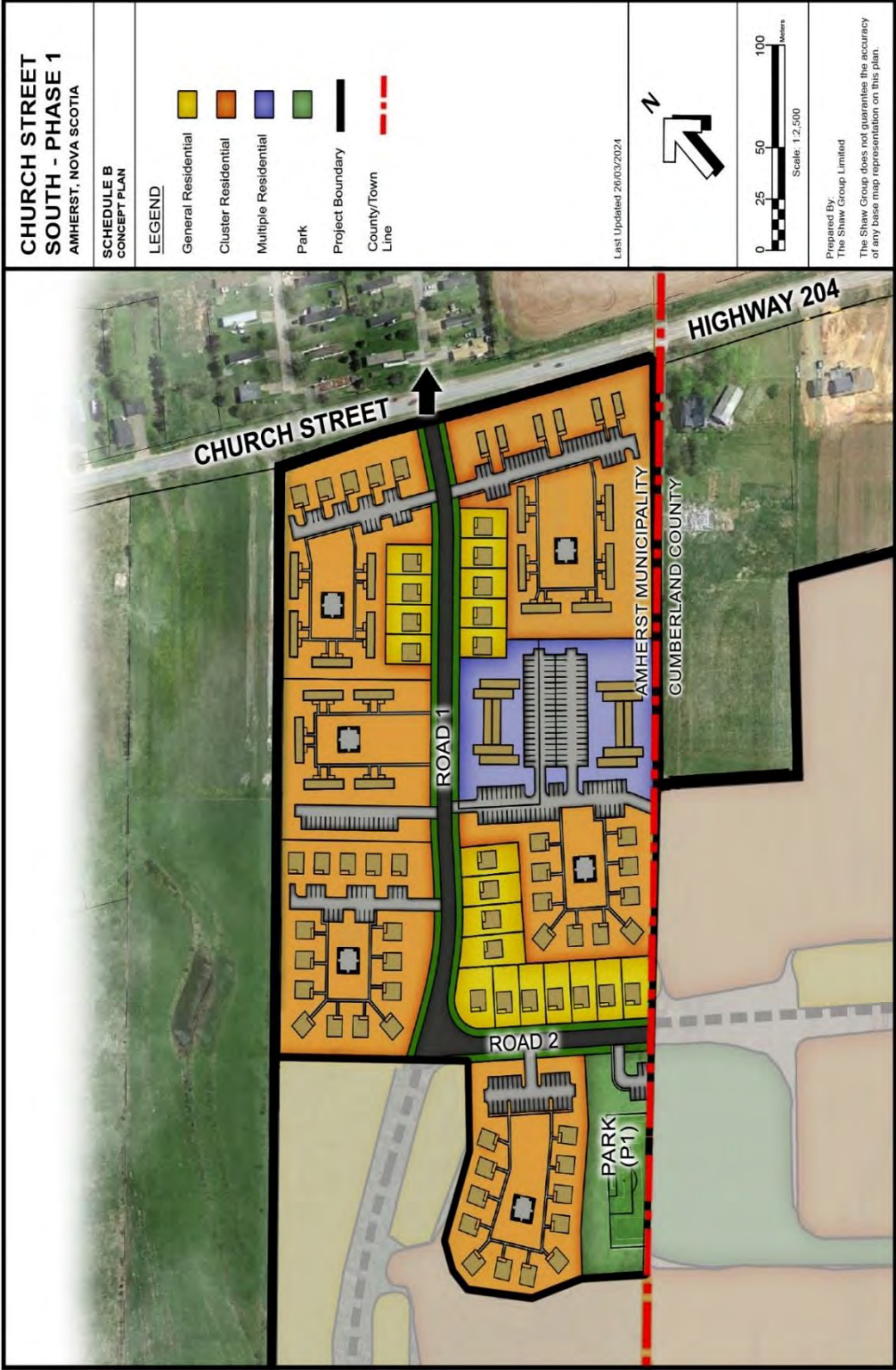
A Commissioner of the Supreme
Court of Nova Scotia

SCHEDULE A – Land Description

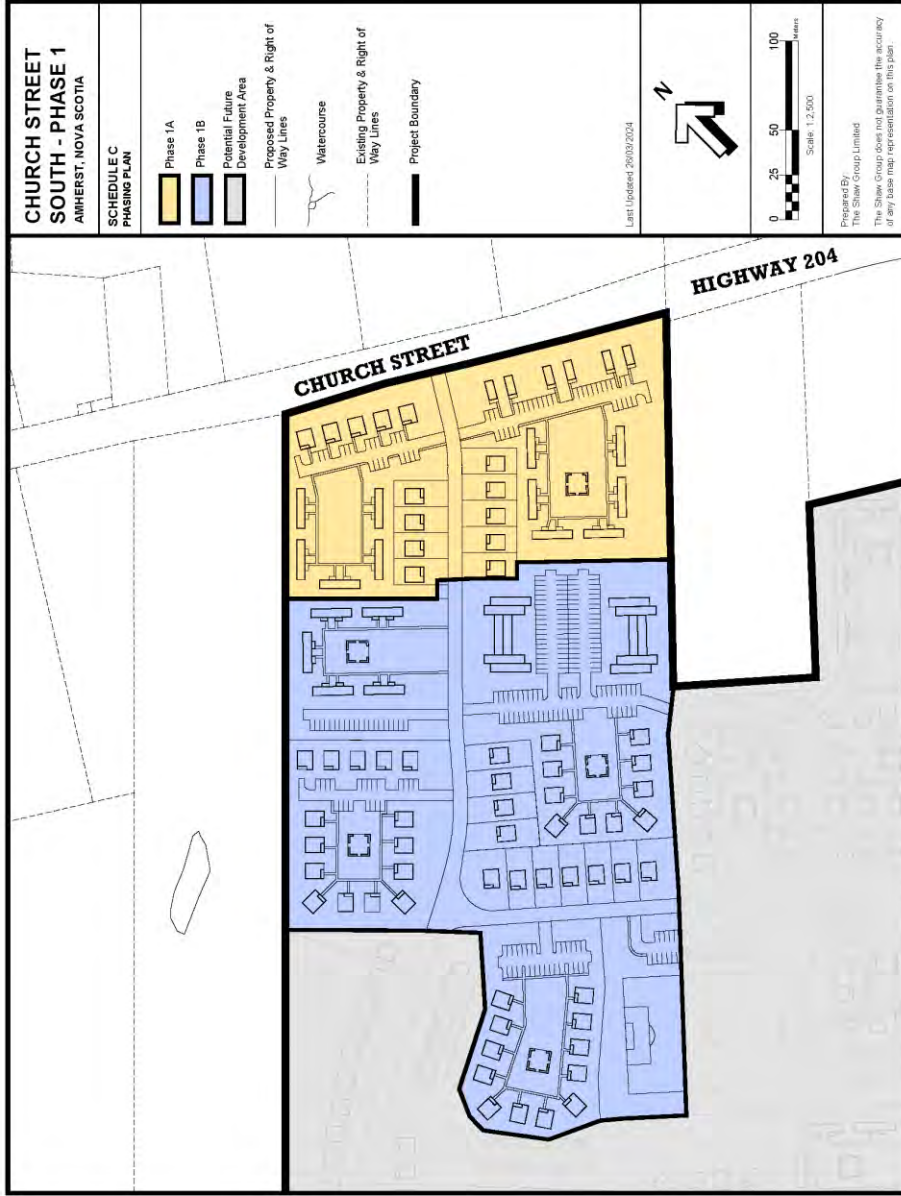
TEXT DESCRIPTION TO BE ADDED



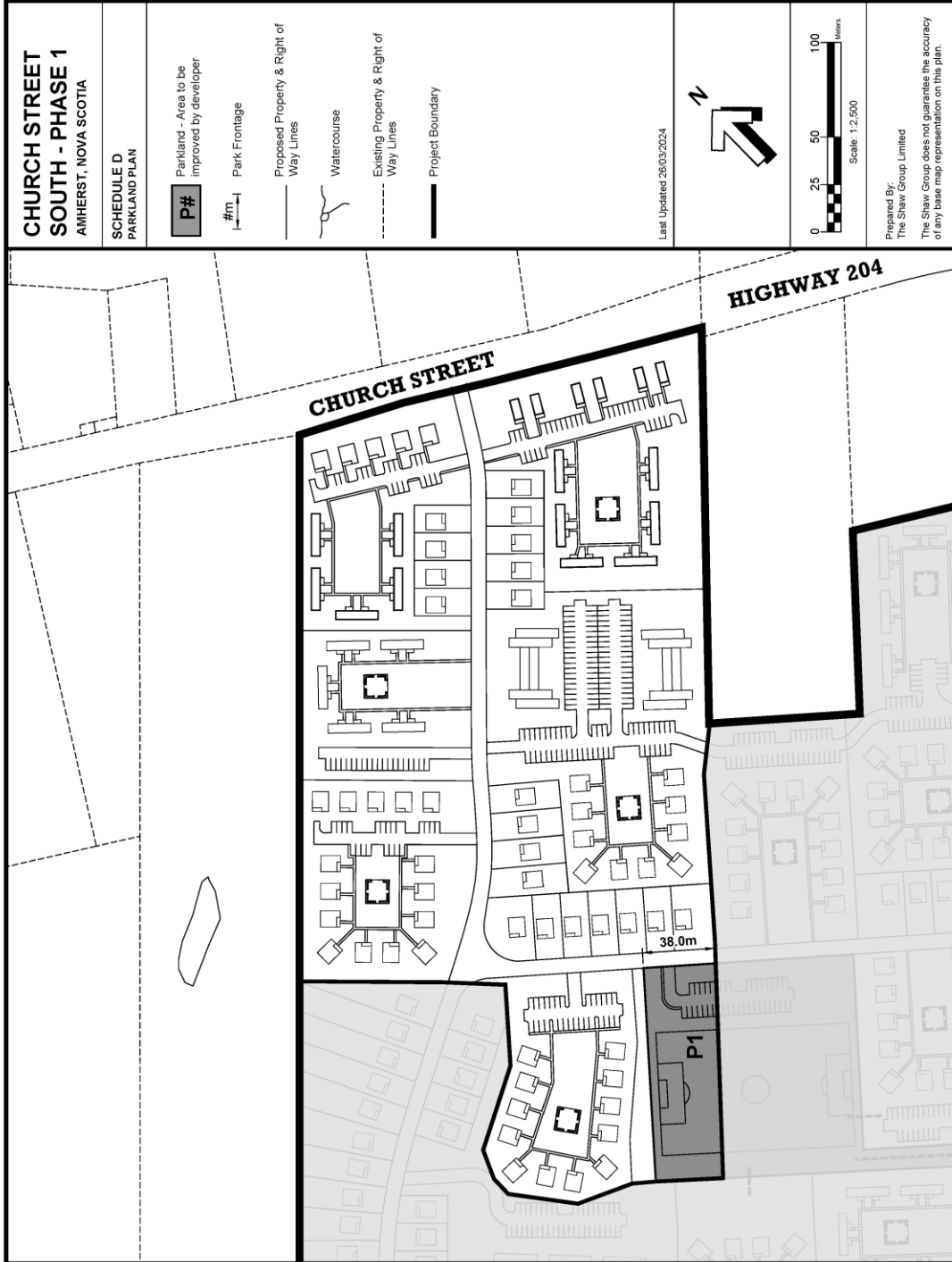
SCHEDULE B – Land Use Concept Plan



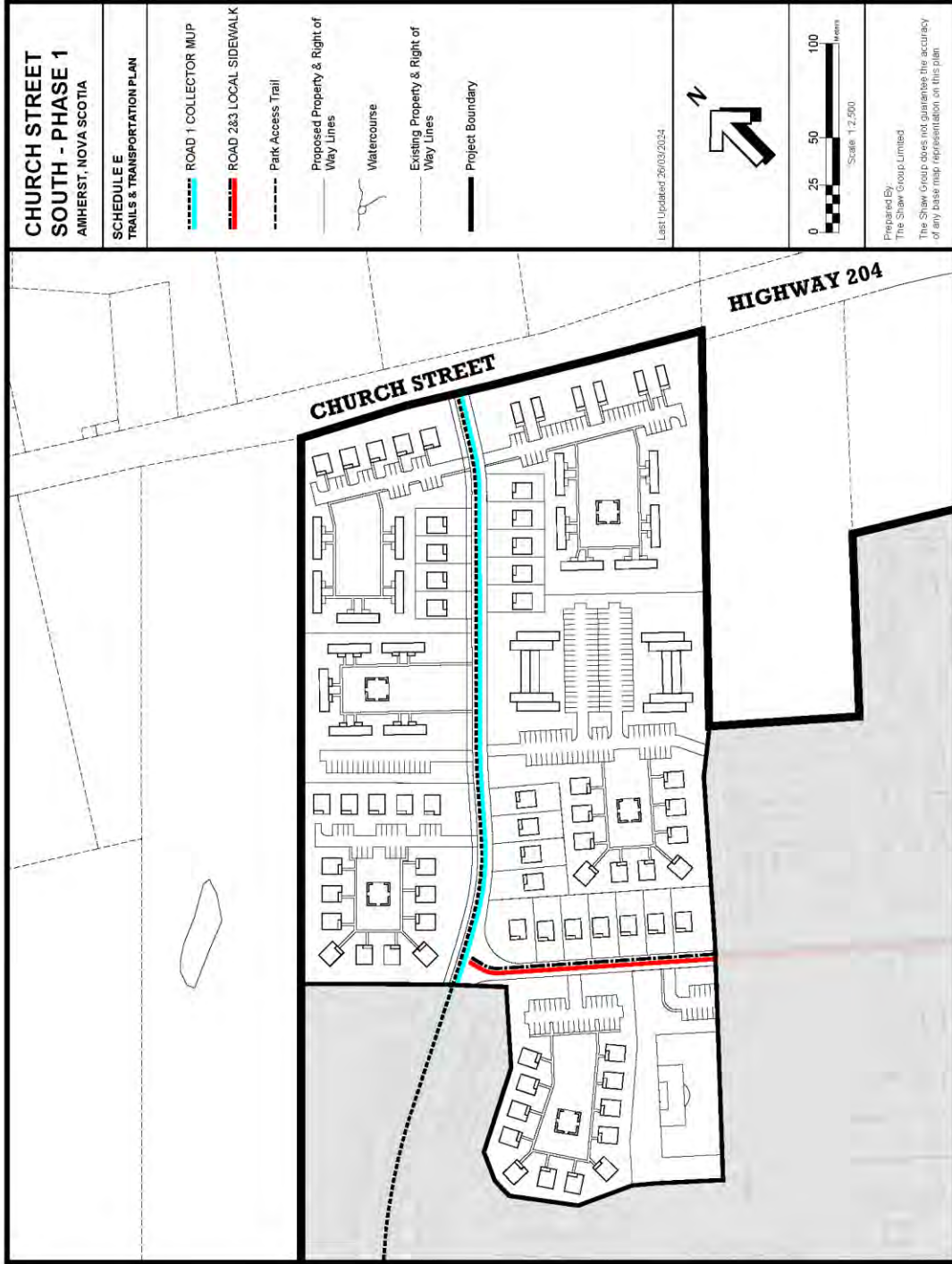
SCHEDULE C – Phasing Plan



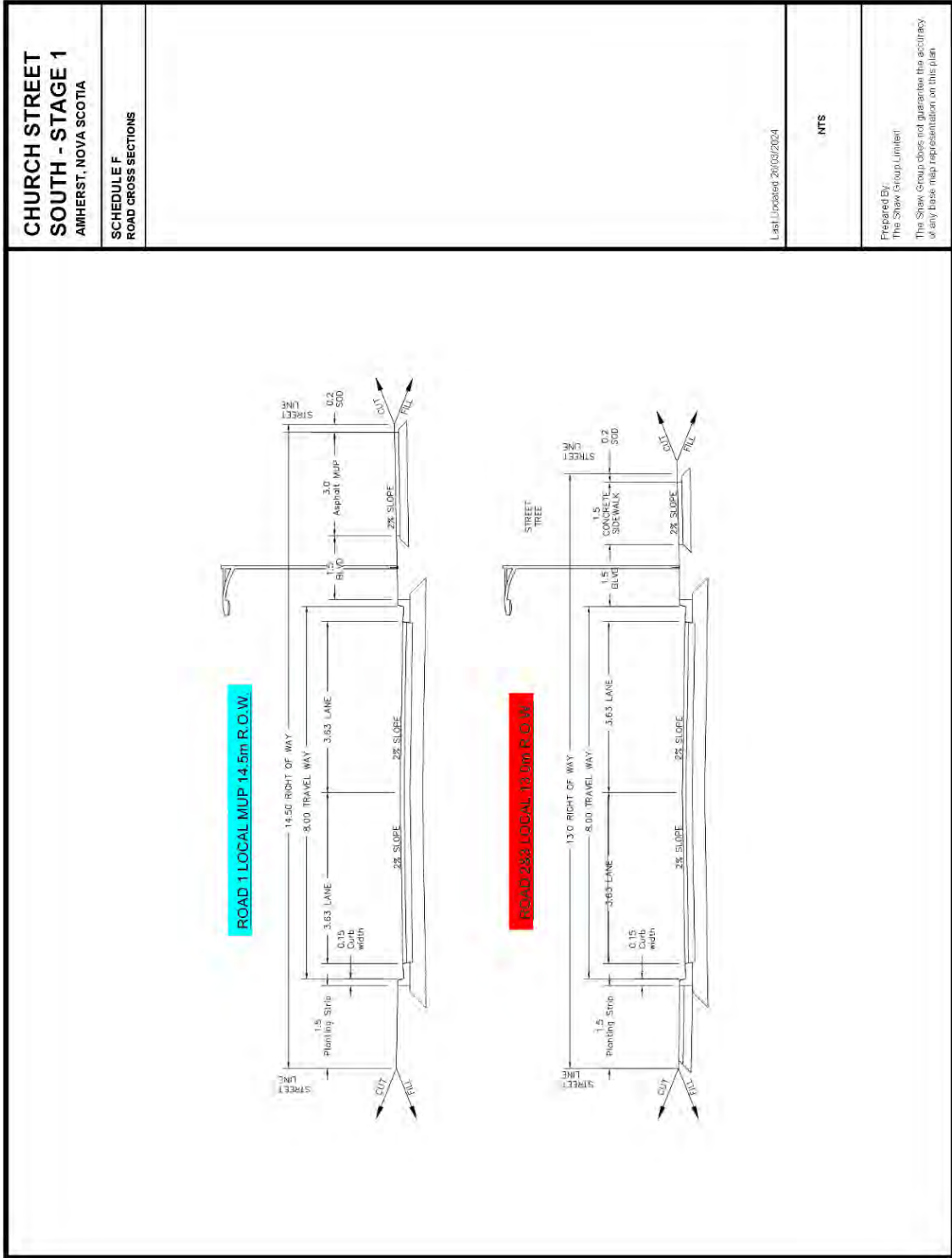
SCHEDULE D – Parkland Plan



SCHEDULE E – Trails & Transportation Plan



SCHEDULE F – Road Cross Sections



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: (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: (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	<p>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:</p> <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	<p>Temporary Use means a use that is 90 cumulative days or less in duration within any one calendar year and is:</p> <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.

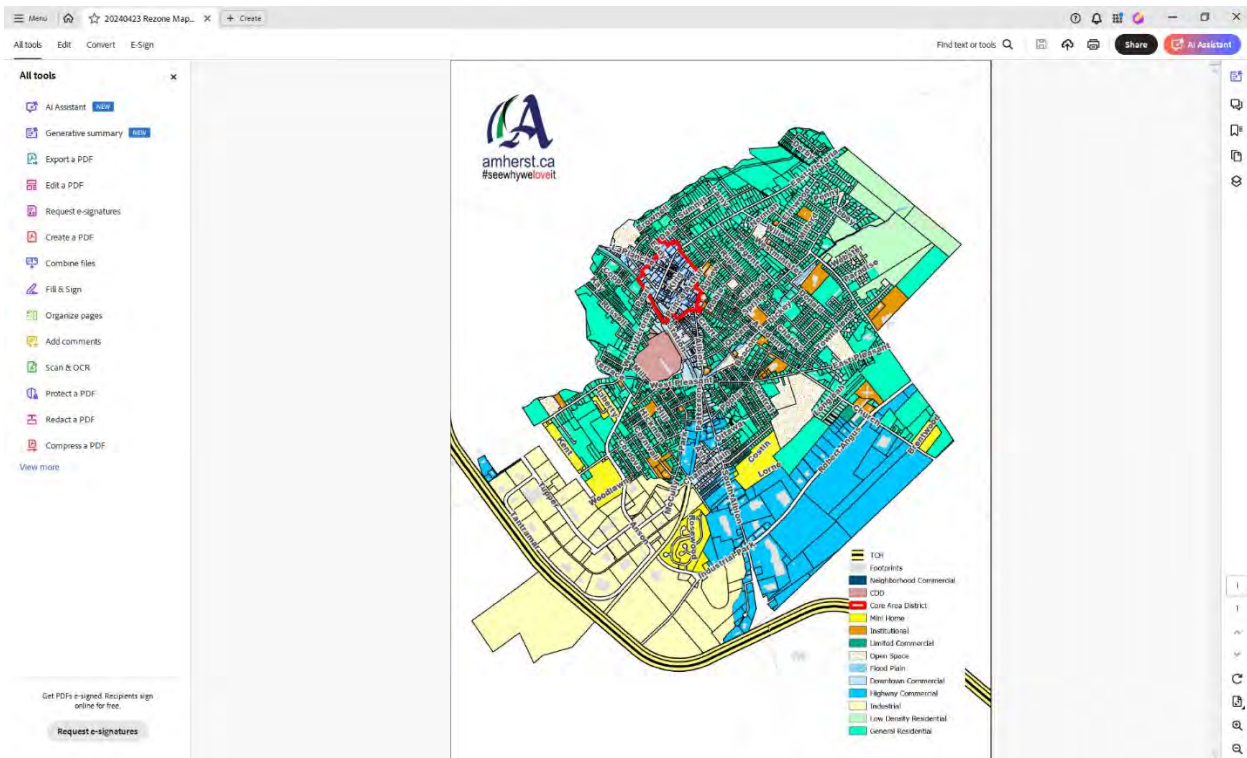
**4.2 Land Use By-Law Amendment Industrial Park Drive Re-Zoning First Reading
 Moved By Councillor Davidson
 Seconded By Councillor Landry
 That Council give First Reading to a By-law to Amend the Land Use Bylaw Zoning Map by changing the zoning of the subject properties from Highway Commercial to Mini Home Zone, and schedule a public hearing for Wednesday, May 15, 2024 at 5:00 p.m. in Council Chambers.**

Motion Carried

**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.



**4.3 Marshview Drive Extension
Moved By Deputy Mayor Fawthrop
Seconded By Councillor Chambers
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.

Motion Carried

**4.4 North Tyndal Land Acquisition Policy Amendments
Moved By Councillor Emery
Seconded By Deputy Mayor Fawthrop
That Council approve the amendments to the North Tyndal Land
Acquisition Policy.**

Motion Carried

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	<ul style="list-style-type: none"> -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

4.5 **Maternity, Parental and Adoption Leave Policy Amendments**

Moved By Councillor Landry

Seconded By Councillor Davidson

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

Motion Carried

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.

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 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.~~

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.

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.

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: <ul style="list-style-type: none"> a. 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: <ul style="list-style-type: none"> a. Administer the provisions of this policy, providing guidance and support throughout the leave process; b. Manage any benefits associated with leave under this policy, including the supplementary salary top-up, benefit coverages and pension contributions; c. Monitor the effectiveness of the policy and recommend revisions when appropriate.
Directors and Managers	Directors and Managers will: <ul style="list-style-type: none"> a. Support their employees in planning leave and coordinate with human resources when required; b. Plan for the employee absence by reallocating tasks if necessary; c. Participate in facilitating a smooth return to work for the employee upon the end of the leave period.
Employees	Employees will: <ul style="list-style-type: none"> a. Comply with all procedures in this policy and submit all required documentation and notice in a timely manner; b. Work with their Director to plan for their absence, including transitioning work or tasks for the duration of their leave; c. Discuss return-to-work plans with their Director and communicate any changes as soon as possible.

For Administrative Use Only:

VERSION LOG

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

**4.6 Council Committees Policy Amendments
 Moved By Councillor Baker
 Seconded By Councillor Emery
 That Council approve the amendments to the Council Committees Policy.**

Motion Carried

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.

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;

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.

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:
 - (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**.
- (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.

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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	

Minutes Reference Date: April 24, 2023

4.7 Proceedings of Council Policy Amendments

Moved By Councillor Davidson

Seconded By Councillor Chambers

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

Motion Carried

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:
 - (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.

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.

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
 - (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)

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.
 - (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;
 - (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.

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.
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.
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.
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 of 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.
- 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.

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	Clerk, LeBlanc	Council	April 24, 2023

to be recognized by the Chair, and remove the definition of committee.			
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

4.8 Salary Administration Policy Amendments

Moved By Deputy Mayor Fawthrop

Seconded By Councillor Chambers

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

Motion Carried

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

APPROVAL DATE: _____

CAO Signature: _____

PURPOSE

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

POLICY STATEMENT

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

OBJECTIVES

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

DEFINITION OF TERMS

Salary Grid - shows all the salary scales applicable to positions within the Town. The salary grids are contained in Appendices A, A-1, B, & ~~C~~ 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:

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.

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.

- Determine salary ratings for temporary and casual positions.

The Director Shall:

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

APPENDIX A

January 1, 2019

Town of Amherst

Salary Grid

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

APPENDIX A-1

April 1, 2022

Salary Grid

Other Non-Union Positions

Job Level
Chief of Police
Deputy Chief of Police

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

APPENDIX B

~~October 1, 2023~~

Town of Amherst

Hourly Rate Grid - Casual

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

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

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.

APPENDIX C JOB

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
3	Revenue Officer
	Active Living Coordinator
	Administrative Assistant – Clerk’s Office
	Bylaw Enforcement Officer
	Cashier/Customer Service
	Crime Prevention Coordinator
	Culture, Community Events & Marketing Coordinator
	Dispatcher
	IT Coordinator
Water/Sewer Billing Clerk	
2	Criminal Records Checks
4	Vacant

CATEGORIES

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
	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

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

MINUTES REFERENCE DATE

December 12, 2000	November 2, 2004 (See April 26, 2004 Minutes)	November 27, 2006
December 18, 2006	February 26, 2007	July 16, 2008
September 29, 2008	March 30, 2009	March 29, 2010
April 26, 2010	March 28, 2011	August 2, 2011
May 23, 2012	November 26, 2012	December 17, 2012
September 23, 2013	October 28, 2013	December 16, 2013
May 21, 2015	March 29, 2016	May 25, 2016
May 23, 2017	June 26, 2017	September 25, 2017
February 26, 2018	March 14, 2018	February 28, 2019
June 7, 2021	October 5, 2021	November 29, 2021
March 27, 2023	April 24, 2023	September 25, 2023
		September 2, 2016
		December 18, 2017
		September 28, 2020
		September 28, 2022
		February 26, 2024

- 4.9 Amherst Jr A Ramblers Agreement
Moved By Councillor Chambers
Seconded By Councillor Davidson
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.**

Motion Carried

**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 if 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 meeting 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 endure 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.

4.10 Stadium Netting

Moved By Councillor Davidson

Seconded By Councillor Emery

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

Motion Carried

4.11 Capital Budget Carry Overs

Moved By Councillor Landry

Seconded By Deputy Mayor Fawthrop

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).

Motion Carried

4.12 Estimate of Revenues and Expenditures

Moved By Councillor Emery

Seconded By Deputy Mayor Fawthrop

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

Motion Carried

4.13 General Tax Rate

Moved By Councillor Chambers

Seconded By Deputy Mayor Fawthrop

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:

1. 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.

Motion Carried

4.14 Area Rate - Community Support

Moved By Deputy Mayor Fawthrop

Seconded By Councillor Emery

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.

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.

Motion Carried

4.15 Area Rate - Mandatory Provincial Contribution

Moved By Councillor Davidson

Seconded By Councillor Landry

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.

Motion Carried

4.16 Sanitary Sewer Rates

Moved By Councillor Chambers

Seconded By Councillor Baker

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.

Motion Carried

4.17 Wastewater Treatment Facility Uniform Charge

Moved By Councillor Landry

Seconded By Councillor Chambers

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.

Motion Carried

4.18 Solid Waste Management Uniform Charge

Moved By Councillor Baker

Seconded By Councillor Emery

WHEREAS Council has included in its estimates for the fiscal year ending March 31, 2025, the amount of \$889,143 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.

Motion Carried

- 4.19 **Operating Budget - Water Utility**
Moved By Councillor Emery
Seconded By Deputy Mayor Fawthrop
That Council approve the 2024-2025 Amherst Water Utility Operating Budget of \$2,619,621 as presented.
Motion Carried
- 4.20 **General Borrowing Resolution**
Moved By Councillor Chambers
Seconded By Councillor Baker
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.
Motion Carried
- 4.21 **Policy Amendments Relating to Operating Budget Approval**
Moved By Councillor Davidson
Seconded By Councillor Chambers
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.
Motion Carried
- 4.22 **Asphalt Patching**
Moved By Councillor Baker
Seconded By Councillor Chambers
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.
Motion Carried
- 4.23 **Code of Conduct**
Councillor Landry declared a conflict of interest and removed himself from the Council Chambers to the galley for the vote on this item.
Moved By Deputy Mayor Fawthrop
Seconded By Councillor Baker
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.
Motion Carried

5. INFORMATION ITEM

- 5.1 **2024/25 Operating and Capital Budget Report**
Information item only.

6. INTERNAL COMMITTEE REPORTS

6.1 Planning Advisory Committee - Chambers

Information item only.

6.2 Amherst Board of Police Commissioners - Davidson

Information item only.

6.3 Inclusion Diversity and Equity Committee - Davidson

Information item only.

6.4 Poverty Reduction Advisory Committee - Landry

Information item only.

7. EXTERNAL COMMITTEE REPORTS

7.1 Cumberland Public Libraries - Fawthrop

Information item only.

7.2 Cumberland YMCA - Fawthrop

Information item only.

7.3 Northern Region Solid Waste Management - Baker

Information item only.

7.4 L. A. Animal Shelter - Fawthrop

Information item only.

7.5 Senior Safety - Emery

Information item only.

8. ADJOURNMENT

There being no further business Mayor Kogon adjourned the meeting.

Natalie LeBlanc
Municipal Clerk

David Kogon, MD
Mayor

**Town of Amherst
Public Hearing
Minutes**

Date: May 15, 2024
Time: 5:00 pm
Location: Council Chambers, Town Hall

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

Members Absent Mayor David Kogon

Staff Present Andrew Fisher, Director, Planning & Strategic Initiatives
Torben Laux, Planner/GIS
Natalie LeBlanc, Municipal Clerk
Cindy Brown, Administrative Assistant

Others Present: Jason MacDonald, Chief Administrative Officer
Sean Payne, Corporate Communications Officer

1. CALL TO ORDER

Deputy Mayor Fawthrop called the meeting to order.

2. TERRITORIAL ACKNOWLEDGMENT

Deputy Mayor Fawthrop gave the Territorial Acknowledgement and introduced the Municipal Clerk., who introduced staff and Council members who were present.

3. 13 Industrial Park Drive Rezoning Application

3.1 Staff Report

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.

3.2 Council Questions / Comments

Councillor Baker asked how close is this property to the Bruce White Insurance Agencies office. Andrew Fisher answered that it is adjacent to the property.

Councillor Davidson asked what impact the new Land Use Bylaw and Municipal Planning Strategies will have this application. Mr. Fisher replied that the subject zoning change would be incorporated into the new zoning map and adoption of the new documents would not impact this application.

Councillor Emery asked about the storm water management plan and fencing around the property. Andrew Fisher answered that the storm water management plan is included as part of the application process, and that that fencing is not mandatory but it can be a suggestion.

3.3 Public Questions / Comments

The applicant for 13 Industrial Drive was not present. There were no members of the public present regarding this rezoning application.

4. 305 Church Street (Dolan Property) Development Agreement Application

4.1 Staff Report

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).

4.2 Council Questions / Comments

Councillor Baker asked if this proposed development will be within town boundaries, and about infrastructure servicing? Andrew Fisher answered yes it will be within the town boundaries and will be using town services.

Councillor Landry asked if the buildings labeled as accessible will be accessible inside as well as outside? He said he can see wheel chair ramps in the drawings but wanted to know what it would look like on the inside. Andrew Fisher answered that is something he would refer to the developer.

Councillor Baker asked how long Shaw Group has been developing and building homes and where else have they built pocket communities. Andrew Fisher answered that Shaw Group is one of the largest developers in the Maritimes and that he believes they are constructing a similar pocket community in Pictou.

4.3 Public Questions / Comments

Stephanie Mah Trottier with the Shaw Group presented a more in-depth presentation of the application and described "Pocket Communities". She answered Councillor Landry's question about the accessibility of the inside the buildings, indicating that they plan to have four fully accessible units, and two that will be somewhat accessible however the kitchen will have wheelchair restrictions. She also answered Councillor Baker's question about how long Shaw Group been developing homes, and that they have been in business for 160 years.

Councillor Chambers asked if Shaw Group is using the same labor force they are using to build homes on Fleming Avenue. Stephanie Mah Trottier answered yes.

Councillor Baker asked how can these homes be built within 8 - 10 weeks. Stephanie Mah Trottier answered that they are being built in a factory and then after that it takes 8-10 weeks for the plumbing and electrical to be connected.

Councillor Landry asked what is the timeline for site preparation. Stephanie Mah Trottier answered that once they have approval they are planning to start in mid-June.

Councillor Landry asked what is the process for advertising, for example on social media etc. Stephanie Mah Trottier answered she's not at liberty to disclosed the exact process right now.

Deputy Mayor Fawthrop mentioned how important it is for these homes to have plenty of windows to allow for natural light. He also asked who will hold the mortgages. Stephanie Mah Trottier answered that it will not be the Shaw Group, but that they are meeting with banks and credit unions for options. There being nothing further, Deputy Mayor Fawthrop thanked Stephanie Mah Trottier.

Andrew Fisher read a written question received for the proposed development concerning affordable housing. Andrew Fisher said that the Town does not have a policy on affordable housing and that the Town goes by the federal standard of 30% of income before taxes. Stephanie Mah Trottier replied that Shaw Group looks at the average income and market of the area and tries to develop a product that those in the area can afford.

There were no members of the public present regarding this development agreement application.

5. Adjournment

There being nothing further, Deputy Mayor Fawthrop adjourned the Public Hearing and advised that these two applications will be brought forward for second reading of Council on May 27, 2024.

Natalie LeBlanc
Municipal Clerk

Dale Fawthrop
Deputy Mayor

SYNOPSIS

Community Support Grants

An annual budget is allocated for community support grants in accordance with Council's Community Support Grants Policy so that the Town provides assistance in a fiscally responsible manner to organizations that qualify under the criteria set in the policy. In doing so, the Town will encourage and promote the success of these organizations. It should be noted that all groups fill a significant role in the community; however, to ensure the intentions of the policy are adhered to, not all can be funded. Finally, there are a small number of additional requests that are still under consideration. Decisions on these applications will be made soon.

MOTION 1:

That Council approve the following grants under the Community Support Grants Policy and Social Equity Fund as follows:

Amherst Little League Baseball Association	\$2,500
Cumberland County Transition House	\$10,000
After the School Bell Food Program	\$ 5,000 – Social Equity
Food Assistance Network	\$10,000 – Social Equity
Maggie's Place – rental fee waived for Seed Saturday	
Society of Saint Vincent de Paul	\$ 3,000 – Social Equity
Autism Nova Scotia Cumberland Chapter	\$ 4,000
Sexual Health Centre for Cumberland	\$ 5,000
LA Animal Shelter	\$ 500
The Great Amherst Scarefest	\$ 2,000
Border Town Biker Bash	\$ 5,000
Cumberland Allstars Cheerleading	\$ 1,000
Amherst Kodokan Judo Academy	stadium rental fee waived
EB Chandler Track & Field	\$ 1,000
Amherst & Area TaeKwon-Do Parents Association	\$ 1,000
Amherst & Area TaeKwon-Do Parents Association	\$ 500
NSCC	\$15,000 – Social Equity
Amherst 50+ Club	\$ 5,000
Opiod Council	\$ 500 – Social Equity
Royal Canadian Legion Branch 10	\$10,000
Amherst Downtown Business Association	\$ 3,000
Cumberland Housing and Homelessness	\$ 5,000 – Social Equity
Creative Pathways (for arts/crafts education)	\$ 3,000
MITACS Funding	\$ 7,500 – Social Equity
LA Animal Shelter	\$50,000

MOTION 2:

That Council approve the following grants under the Community Support Grants Policy:

Cumberland County Museum	\$ 4,000
Fibre Arts Festival 2024	\$ 2,000

MOTION 3:

That Council approve the following grant under the Community Support Grants Policy Social Equity Fund:

CANSA \$ 4,000 – Social Equity

MOTION 4:

That Council approve the following grant under the Community Support Grants Policy:

Cumberland Acadian Society \$ 3,000

MOTION 5:

That Council approve the following grants under the Community Support Grants Policy and Social Equity Reserves as follows:

We Remember Society \$ 1,000
In The Works \$35,000 – Social Equity Reserves



AMHERST TOWN COUNCIL

RFD# 2024056

Date: May 27, 2024

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Sharon Bristol, Director, Community Living

DATE: May 27, 2024

SUBJECT: Community Support Grants 2024

ORIGIN: 2024-25 Operating Budget

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

RECOMMENDATION: That Council approve funding under the Community Support Grants Policy and Social Equity fund as follows:

Amherst Little League Baseball Association	\$ 2,500
Cumberland County Transition House	\$10,000
After the School Bell Food Program	\$ 5,000 – Social Equity
Food Assistance Network	\$10,000 – Social Equity
Maggie’s Place	CCUBIC rental fee waived for Seed Saturday
Society of Saint Vincent de Paul	\$ 3,000 – Social Equity
Autism Nova Scotia Cumberland Chapter	\$ 4,000
Sexual Health Centre for Cumberland	\$ 5,000
LA Animal Shelter	\$ 500
The Great Amherst Scarefest	\$ 2,000
Border Town Biker Bash	\$ 5,000
Cumberland Allstars Cheerleading	\$ 1,000
Amherst Kodokan Judo Academy	stadium rental fee waived
EB Chandler Track & Field	\$ 1,000
Amherst & Area TaeKwon-Do Parents Association	\$ 1,000
Amherst & Area TaeKwon-Do Parents Association	\$ 500
NSCC	\$15,000 – Social Equity
Amherst 50+ Club	\$ 5,000
Opioid Council	\$ 500 – Social Equity
Royal Canadian Legion Branch 10	\$10,000
Amherst Downtown Business Association	\$ 3,000
Cumberland Housing and Homelessness	\$ 5,000 – Social Equity
Creative Pathways (for arts/crafts education)	\$ 3,000
MITACS Funding	\$ 7,500 – Social Equity
LA Animal Shelter	\$50,000



Cumberland County Museum	\$ 4,000
Fibre Arts Festival 2024	\$ 2,000
CANSA	\$ 4,000 – Social Equity
Cumberland Acadian Society	\$ 3,000
We Remember Society	\$ 1,000
In The Works	\$35,000 - Social Equity Reserves

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

DISCUSSION: This includes \$113,500 in expenditures from the Community Support Grants budget, \$50,000 from social equity fund, and potentially \$35,000 from social equity reserves for In the Works.

SOCIAL JUSTICE IMPLICATIONS: Our strategic priorities around food insecurity, poverty reduction, creating a diverse, inclusive and welcoming community and fostering an active, healthy municipality are only strengthened by funding community organizations that work to these goals.

FINANCIAL IMPLICATIONS: An allowance remains in the budget to address these requests.

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

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

ALTERNATIVES:

1. Approve the funding requests as listed
2. Discontinue the practice of providing community support grants

ATTACHMENTS:

- Community Support Grants Policy, 72000-08

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

APPROVAL DATE: October 30, 2023

CAO Signature: 

POLICY STATEMENT

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

POLICY OBJECTIVES

The objectives of this policy are:

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

1. SCOPE

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

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

2. EXCLUSIONS

The following are exclusions from the grant program:

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

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

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

3. ALLOCATION OF FUNDS

Council is not obligated to:

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

4. GUIDELINES

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

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

5. PROGRAMS

The following are a list of the grants available:

a. Sport, Arts, and Culture

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

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

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

b. Festivals, Arts and Cultural Events Grants

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

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

c. Organizational Equipment

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

d. Funding for Social Equity Initiatives

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

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

e. Large Scale Projects

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

6. APPLICATION PROCESS

The following outlines the application process:

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

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

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

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

7. APPROVAL PROCESS

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

8. AUTHORITY OF THE CHIEF ADMINISTRATIVE OFFICER

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

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

9. PAYMENT PROCESS

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

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

10. CONDITIONS

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

TITLE: Community Support Grants Policy
SECTION: All Town Departments
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- c. Non-compliance, in any aspect could result in no funding being awarded in the future year(s)
- d. Grant recipients are required to acknowledge the financial support of the Town of Amherst in all advertising, publicity, programs and signage for which funds are granted
- e. If the event/project does not occur for any reason, all grant monies must be returned
- f. Grant recipients who fail to comply with these conditions may be required to return all or partial funds to the Town of Amherst and may be deemed ineligible for Community Support Grant funding in future years.

11. PUBLIC DISCLOSURE

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

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

Application for Funding

Date: _____

REQUEST FOR FINANCIAL SUPPORT

REQUEST FOR IN-KIND FACILITY RENTAL

1. ORGANIZATION INFORMATION:

Name of Organization: _____

Full Mailing Address: _____

Contact Person: _____

Email Address: _____

Telephone: _____

2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED \$ _____

Total cost of program event or activity \$ _____

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

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

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

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

NAME	FUNDING IF ANY

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



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

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

ROLES AND RESPONSIBILITIES

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

For Administrative Use Only:

VERSION LOG

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

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

Minutes reference date: 23 September 2013 27 October 2014 21 May 2015 25 June 2018 24 September 2018
28 October 2019 27 January 2020 25 October 2021 27 February 2023 24 April 2023
30 October 2023

SYNOPSIS

305 Church Street Development Agreement Second Reading

The attached development agreement for a 20-acre portion of the Dolan Property would permit a 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, and that promote social cohesion.

Following a March 27th public participation opportunity, on April 2nd, the Planning Advisory Committee recommended that Council enter into the agreement, with conditions.

Council gave First Reading on April 22nd. A public hearing was held on May 15th with no members of the public present.

Approval of this development agreement aligns with Council's strategic priority to address the supply of suitable and affordable housing.

MOTION:

That Council give Second Reading of the development agreement for a 20-acre portion of 305 Church Street to allow a residential development.



AMHERST TOWN COUNCIL

RFD# 2024057

Date: May 27, 2024

TO: Mayor Kogon and Members of Council

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

DATE: May 27, 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.

RECOMMENDATION: That Council give Second Reading of the development agreement for a 20-acre portion of 305 Church Street to allow a residential development.

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 while promoting 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 has now been removed. 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.

The agreement contains minor changes from the 1st reading draft including removal of the original section 8.1.2 (a) and other minor clerical corrections.

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. An advertised Public Hearing was held on May 15, 2024. Should Council give second reading a notice will appear in a local newspaper giving 14 days to appeal Council’s decision to the Nova Scotia Utility and Review Board.

ALTERNATIVES:

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





AMHERST TOWN COUNCIL

RFD# 2024057

Date: May 27, 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

Report prepared by: T. Laux

Report and Financial approved by:



TOWN OF AMHERST

Draft Development Agreement

Between:

Shaw Rural Housing Limited.

And

Town of Amherst, Nova Scotia

To permit a master planned development, including residential, and open space uses on lands located along 305 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 RURAL HOUSING 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. Accessible 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 accessible 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:
- a) 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;
 - b) 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) A ground-affixed rack such as a grid bike rack;
 - b) inverted-U rack; or a
 - c) 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 Town Engineer deems it acceptable.
 - 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 Section 3.3.1 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 3.3.1 c).
 - b) 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

THE TOWN OF AMHERST

David Kogon MD, Mayor

Jason MacDonald, MCIP, LPP, CAO

FOR THE DEVELOPER

Dean Robertson

Glenn Hardie

SCHEDULE A – Land Description

Parcel Description – PID 25038720

ALL AND SINGULAR THAT CERTAIN LOT of land situate on the south side of Church Street/Highway No. 204 in the Town of Amherst and Brookdale in Cumberland County, Province of Nova Scotia and being shown as Lot 2 on an Instrument of Subdivision of lands of Geralda Dolan creating Lot 1 and Lot 2 dated the 10th day of October, A.D., 2006 and being more fully described as follows:

BEGINNING at a point on the southerly boundary of Highway No. 204 at the northerly corner of Linda Estabrooks;

THENCE South 44 deg. 58.3 min. West a distance of 51.313 metres, as shown on plan recorded in the Cumberland County Land Registry as P-1638, along lands of Linda Estabrooks to a corner of lands of Ralph Gallant;

THENCE South 45 deg. 28.0 min. West a distance of 190.543 metres, as shown on above noted plan, along lands of Ralph Gallant to a corner;

THENCE South 33 deg. 45.0 min. East a distance of 111.048 metres, as shown on above noted plan, along lands of Ralph Gallant to a corner of lands of Douglas Farrow, Joan Farrow and Terrilynn Farrow;

THENCE South 44 deg. 37.8 min. West a distance of 790.953 metres, as shown on above noted plan, along lands of Douglas Farrow, Joan Farrow and Terrilynn Farrow to a point on the northeasterly boundary of lands of Roger B. McInnis;

THENCE North 43 deg. 03.1 min. West a distance of 554.273 metres, as shown on above noted plan, along lands of Roger B. McInnis to a corner on other lands of Roger B. McInnis;

THENCE North 45 deg. 17.6 min. East a distance of 930.820 metres, as shown on above noted plan, along lands of Roger B. McInnis to a point on the southerly boundary of Church Street/Highway No. 204;

THENCE Southeasterly approximately 220 metres following the various courses of the southerly boundary of Church Street/Highway No. 204 to the Municipal Boundary between the Town of Amherst and the County of Cumberland said point also being the northerly corner of Lot 1 on said Instrument of Subdivision;

THENCE Southwesterly approximately 204 metres along the Municipal boundary between the Town of Amherst and the County of Cumberland, also being the northwesterly boundary of Lot 1, to the westerly corner of Lot 1;

THENCE Southeasterly approximately 79.7 metres along the southwesterly boundary of Lot 1 to the southerly corner of Lot 1;

THENCE Northeasterly approximately 220 metres along the southeasterly boundary of Lot 1 to a point on the southerly boundary of Highway No. 204;

THENCE Southeasterly approximately 149 metres following southerly boundary of Highway No. 204 to the place of beginning.

SAID described lot to contain approximately 50 hectares.

BEING AND INTENDED to be a portion of lands devised to Geralda Dolan by document No. 82291023 recorded in the Cumberland County Land Registry and also being a portion of those lands described in a deed recorded in the Cumberland County Land Registry in book 430 at Page 310;

Saving and excepting Lot 16-1 as shown in Registered Plan No. 109145202 recorded in the Land Registration Office for Cumberland County.

*** Municipal Government Act, Part IX Compliance ***

Compliance:

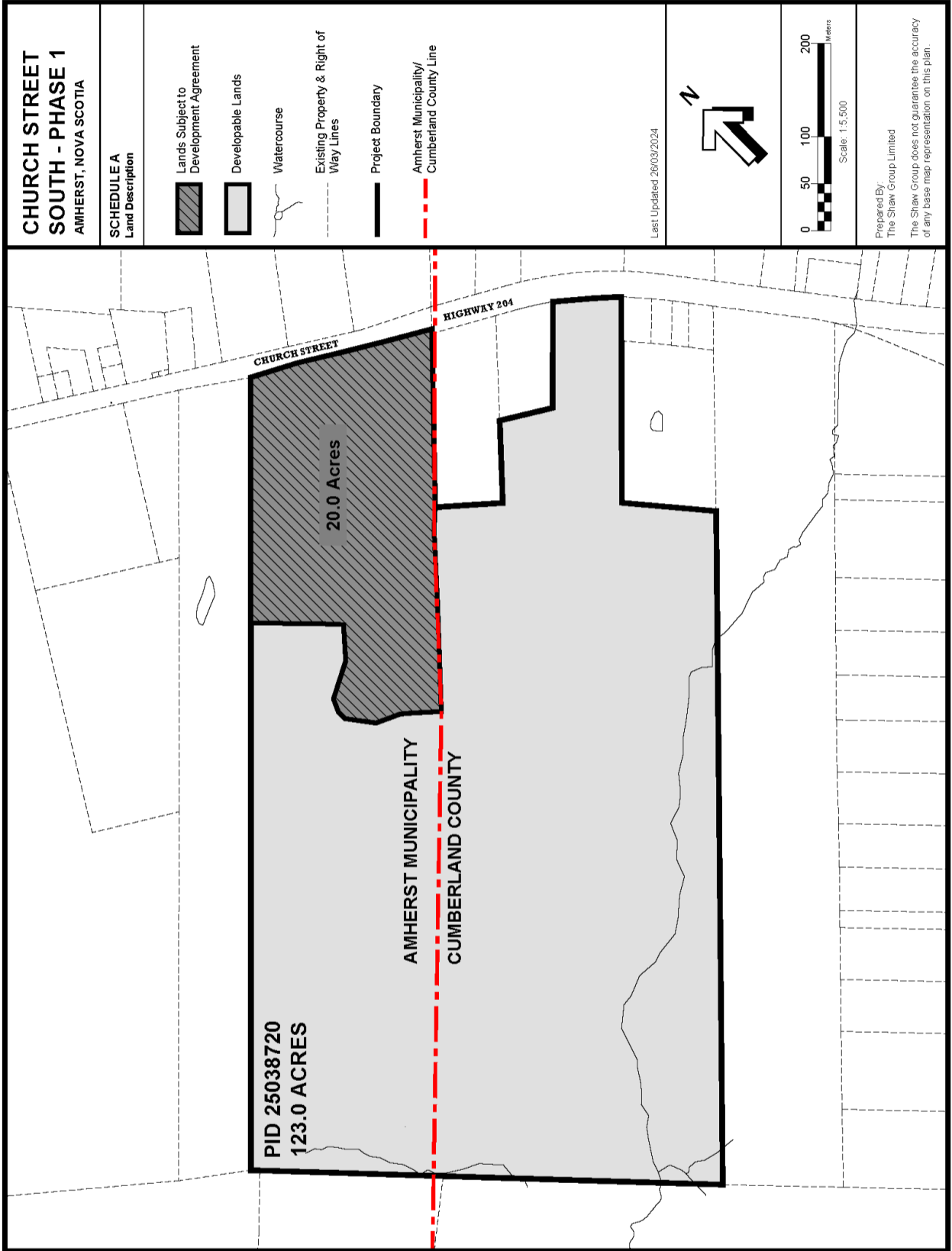
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: CUMBERLAND COUNTY

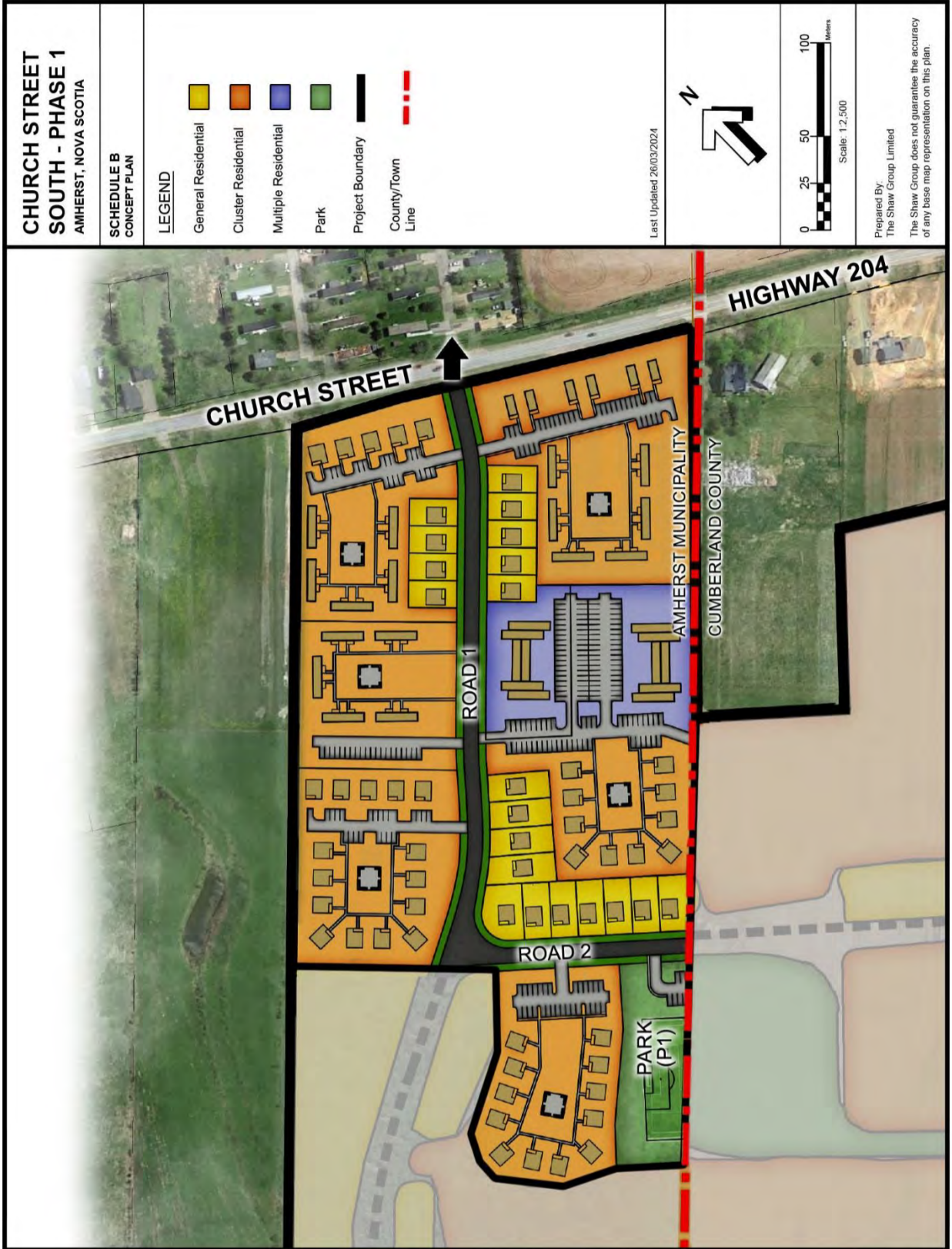
Registration Year: 2016

Plan or Document Number: 109145202

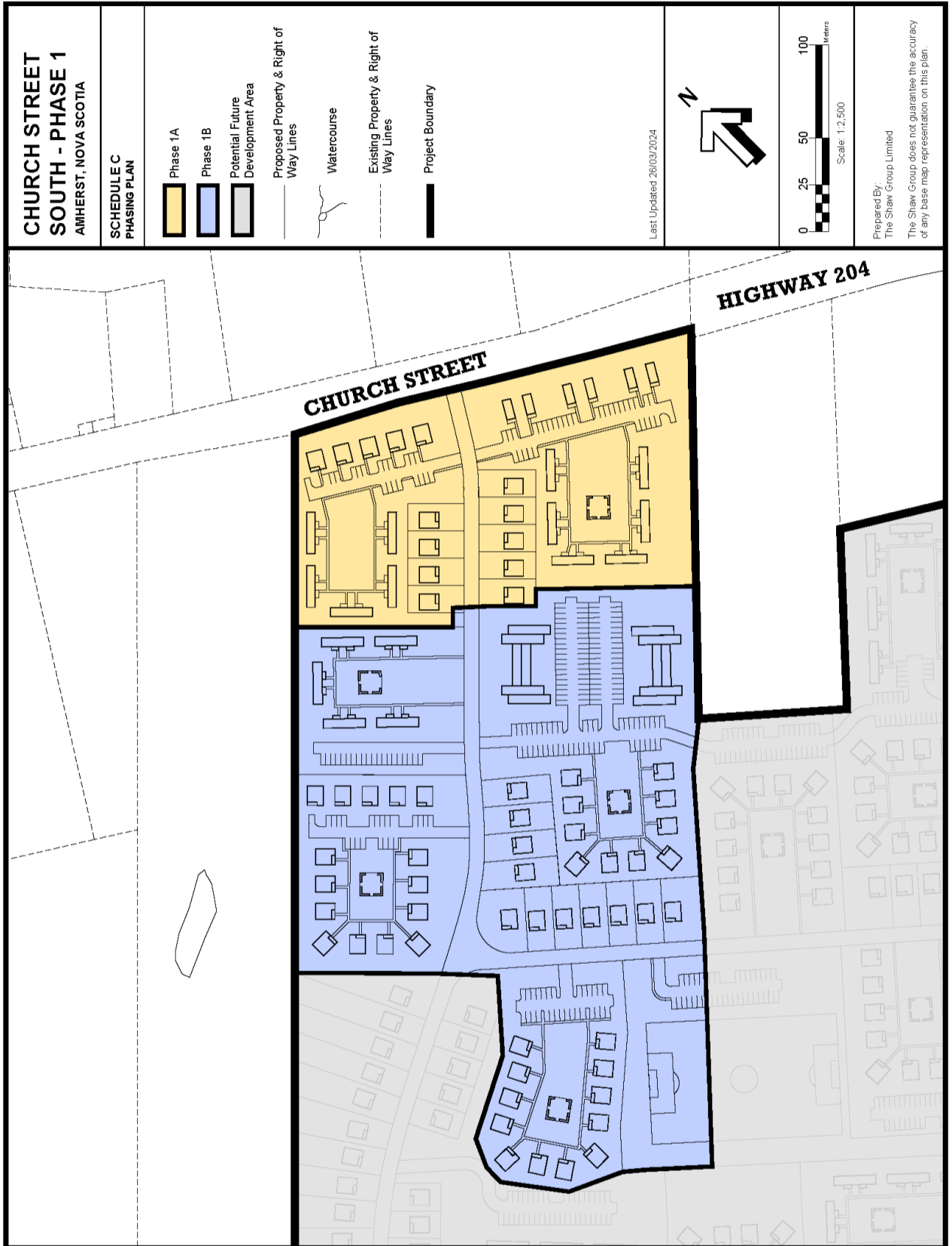
The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan



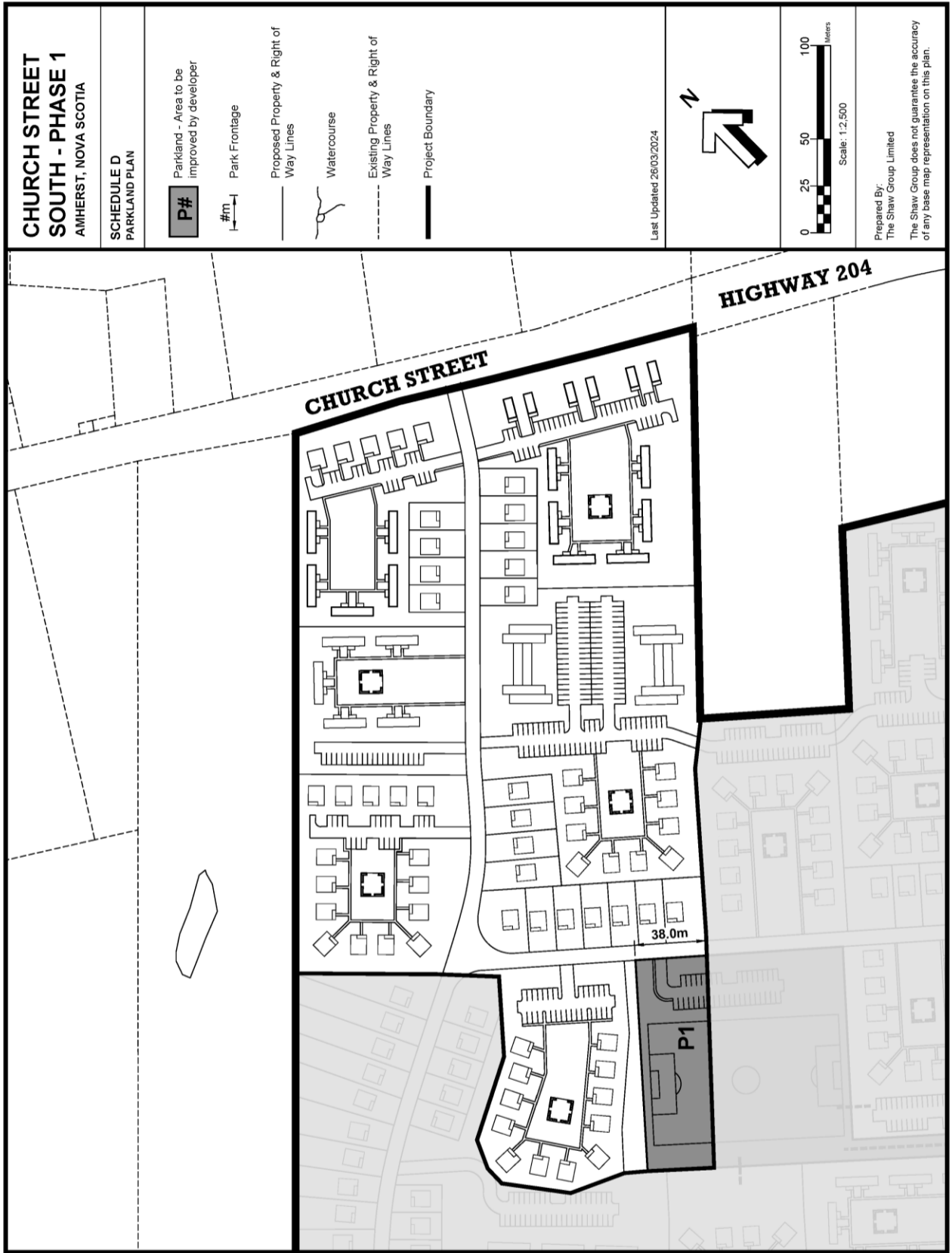
SCHEDULE B – Land Use Concept Plan



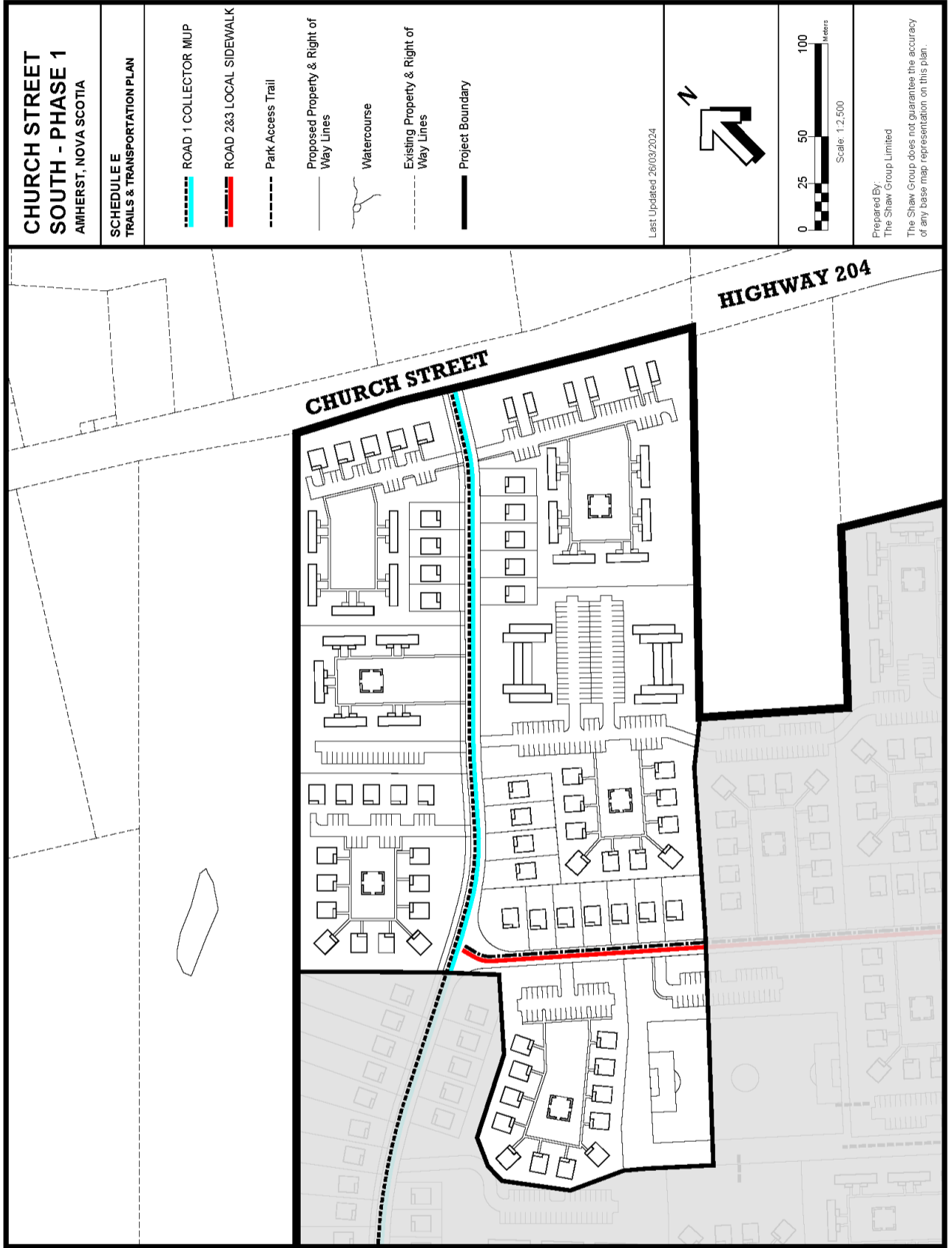
SCHEDULE C – Phasing Plan



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>SCHEDULE F ROAD CROSS SECTIONS</p>	<p style="text-align: right;">Last Updated: 26/03/2024</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. For further clarity, a semi-detached dwelling use shall include a mobile dwelling, or modular dwelling
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, or modular 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	<p>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:</p> <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	<p>Temporary Use means a use that is 90 cumulative days or less in duration within any one calendar year and is:</p> <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. For further clarity, a townhouse shall include a mobile dwelling, or modular dwelling.
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 sanitary sewer 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:



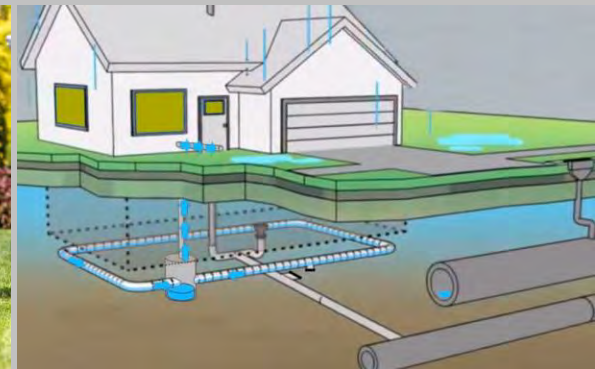
Architectural Design



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.

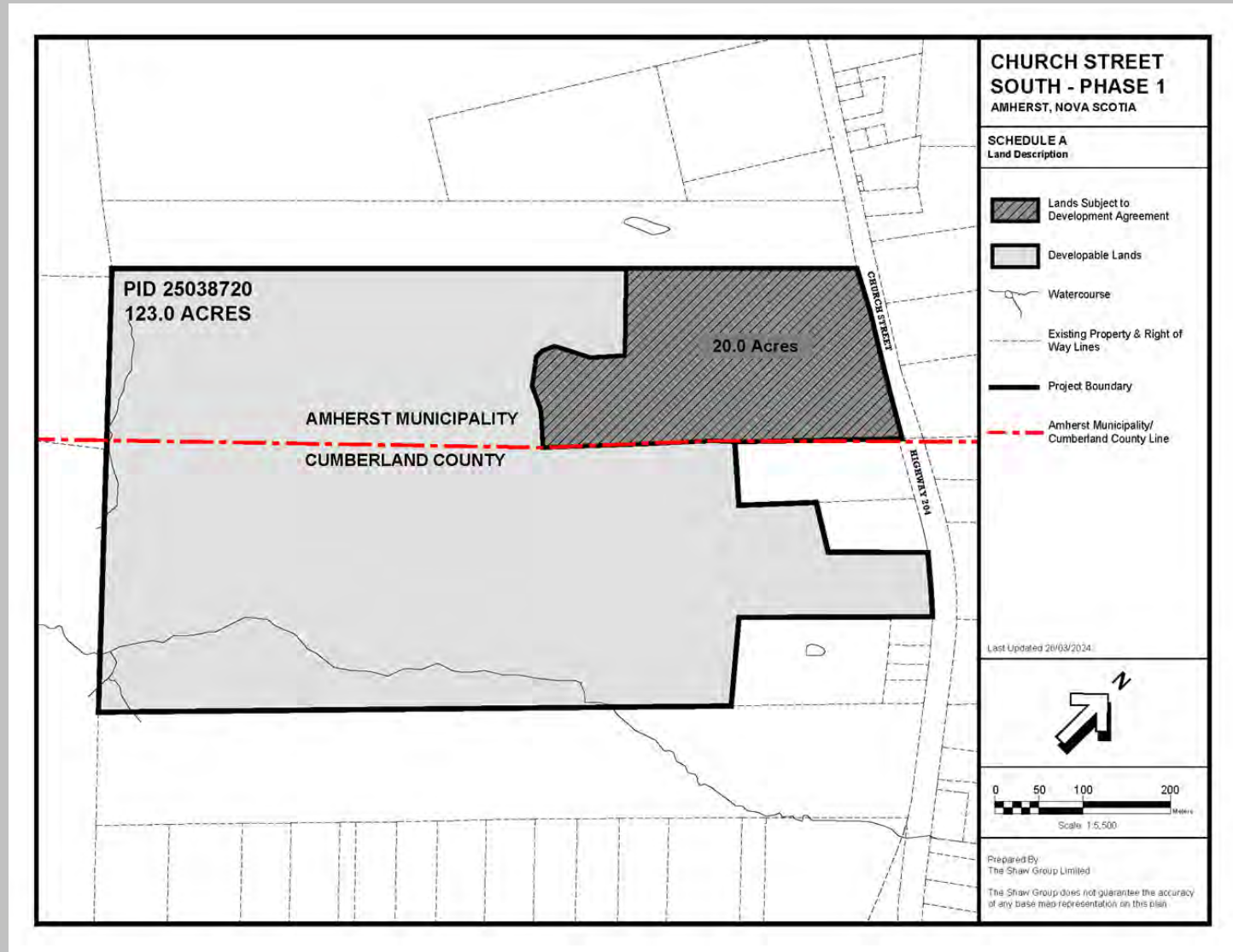
Location: PID 25038720 (Dolan Property), 305 Church St.

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

Existing Zoning: Highway Commercial Zoning

Existing Land Use: Vacant - open field and forested

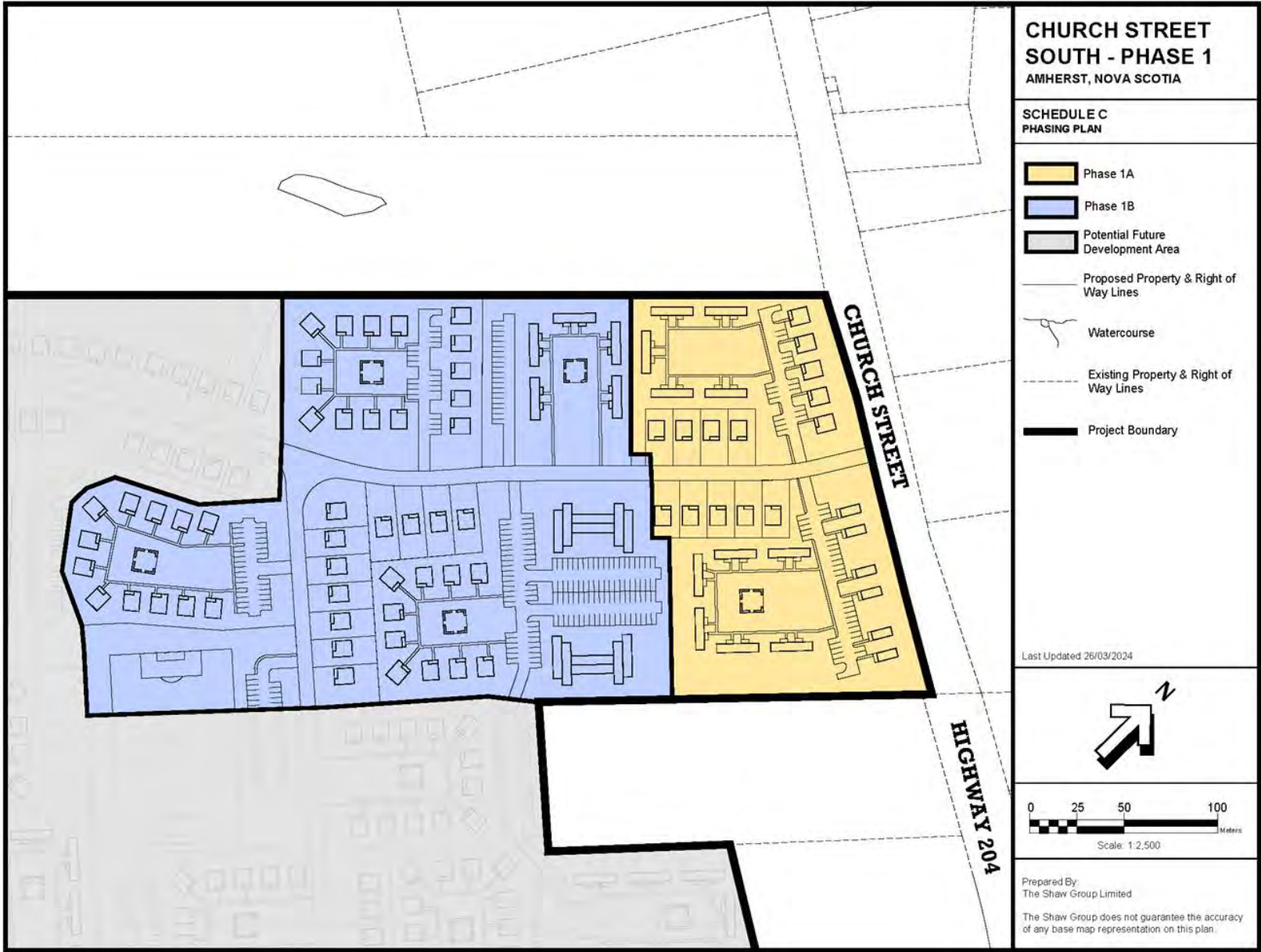
Street Frontage: 219m (in Town), 80m (in County) along Church Street



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

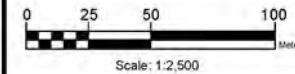
Proposed Property & Right of Way Lines

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



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Renderings



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Multi-unit Example



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Renderings



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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)

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:

1. 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.

SYNOPSIS

Land Use Bylaw Zoning Map Amendment

11 & 13 Industrial Park Drive

Second Reading

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 approximately 18 mobile homes.

A public participation opportunity was held on March 27th, 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. Council gave First Reading on April 22nd and held a public hearing on May 15th.

Approval of this application aligns with Council's strategic Priority to address the need to increase the supply of suitable and affordable housing.

MOTION:

That Council give Second 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.



AMHERST TOWN COUNCIL

RFD# 2024058

Date: May 27, 2024

TO: Mayor Kogon and Members of Council

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

DATE: May 27, 2024

SUBJECT: Land Use Bylaw Amendment - Industrial Park Drive Rezoning

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.*

RECOMMENDATION: That Council give second reading to 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# 2024058

Date: May 27, 2024

COMMUNITY ENGAGEMENT: An advertised Public Participation Opportunity was held on March 27, 2024. An advertised Public Hearing took place May 15th. Should Council give second reading a notice will appear in a local newspaper giving 14 days to appeal Council's decision to the Nova Scotia Utility and Review Board.

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) PPO Application Briefing
- 3) 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:

- (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 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

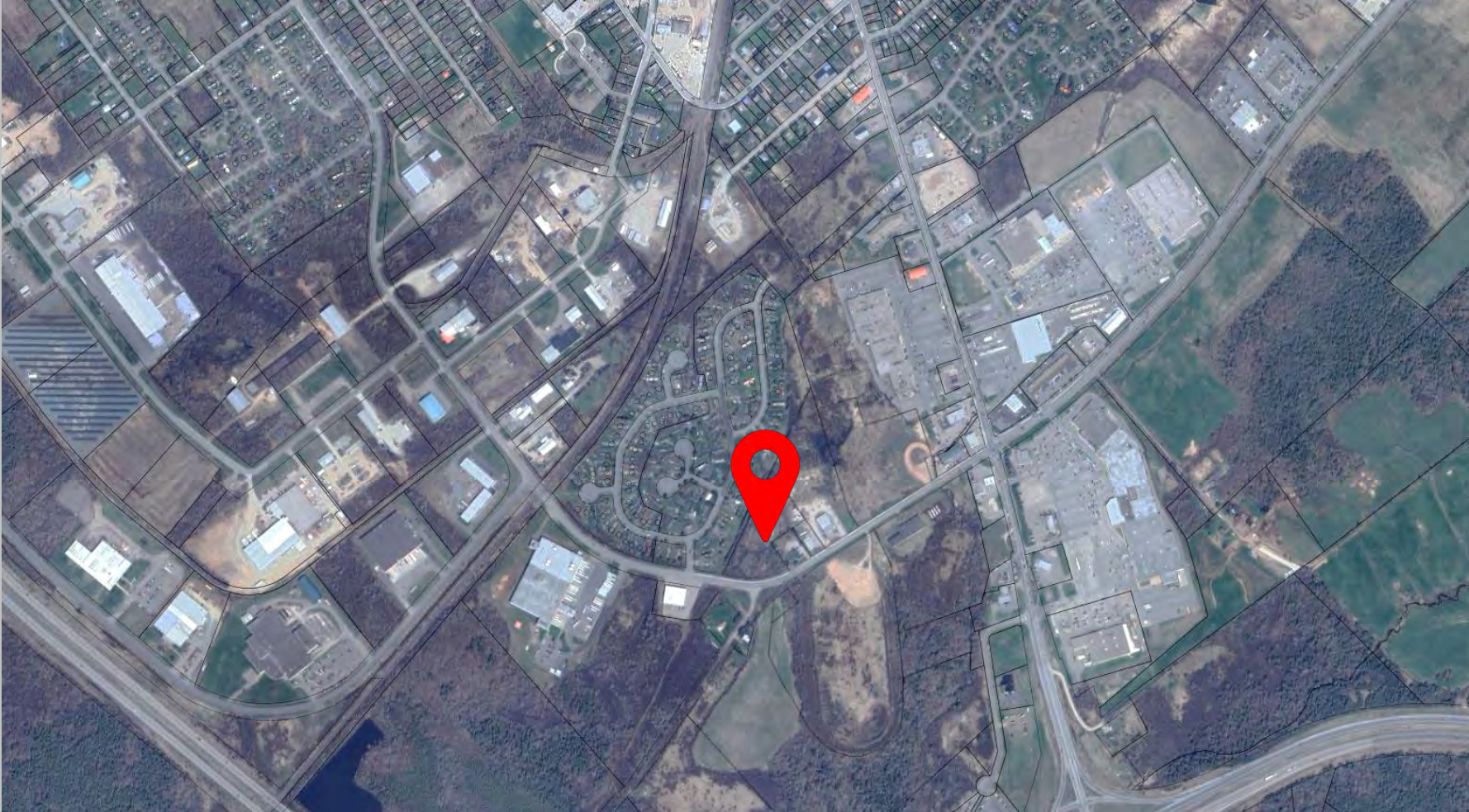
Existing Zoning: Highway Commercial Zoning

Existing Land Use: Vacant Lot, Highway Commercial

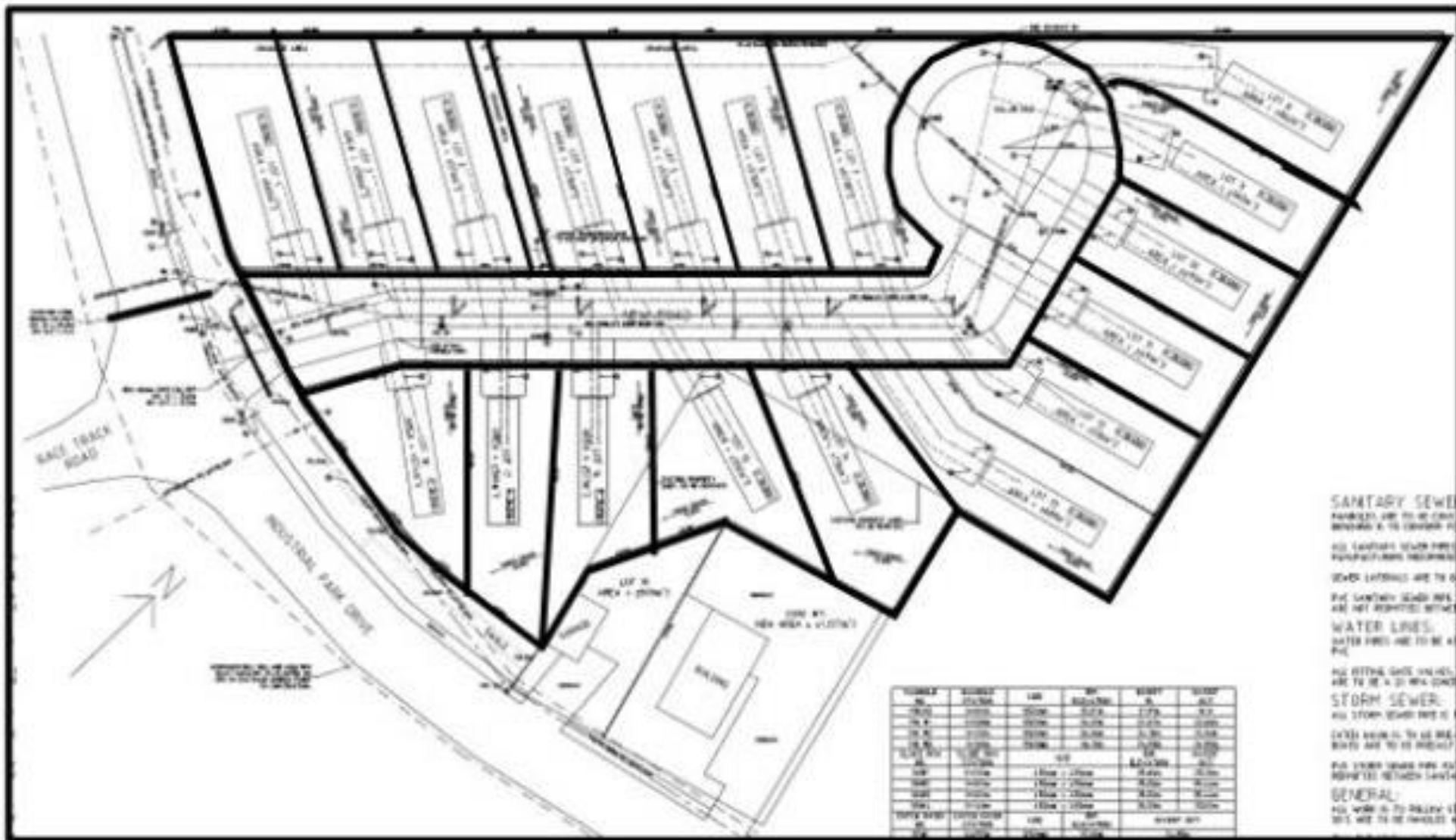
Street Frontage: 37.5m along Industrial Park Drive



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)

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:

1. 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.

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.

SYNOPSIS

NOVA SCOTIA NATURE AGREEMENT

As part of federal government's commitment to protect 30% of Canada's lands by 2030, the Town entered into a 4-year funding agreement with the province in 2021 to acquire lands in and around the North Tyndal Wellfield. As a result, the Town acquired 1,120 acres of land for protection before the agreement ended March 31, 2024.

The attached Nature Agreement with the province will provide a total of \$550,000 in funding over the next two years to acquire additional lands for protection at no capital cost to the Town. These acquisitions protect not only the Town's drinking water, but also an ecologically important land bridge between Nova Scotia and New Brunswick.

MOTION:

That Council approve the “*Nova Scotia Nature Agreement*” to continue the Town's participation in the Canada Nature fund for two more years, and authorize the Mayor and CAO to execute the agreement.

TO: Mayor Kogon and Members of Council

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

DATE: May 27, 2024

SUBJECT: Nova Scotia Nature Agreement

ORIGIN: In early 2021 the Town entered into an agreement with the Nova Scotia Department of Environment to fund land acquisitions in and around the North Tyndal Wellfield. This agreement ended on March 31, 2024. The Province has secured a second round of funding and has offered the Town a new *Nova Scotia Nature Agreement*.

LEGISLATIVE AUTHORITY: GA 50(1) In addition to matters specified in this Act or another Act of the Legislature, the council may acquire and own property granted or conveyed to the municipality either absolutely or in trust for a public or charitable purpose and MGA(5a) A municipality may acquire property, including property outside the municipality, that the municipality requires for its purposes or for the use of the public.

RECOMMENDATION: That Council approve the “*Nova Scotia Nature Agreement*” to continue the Town’s participation in the Canada Nature fund for two more years, and authorize the Mayor and CAO to execute the agreement.

BACKGROUND: Through the Pathway to Canada Target 1 Challenge Fund (Challenge Fund) the Province received approximately \$10,442,556 to distribute to program partners which entered into this funding agreement. The Challenge Fund was a national project which provided funds, through provincial departments, to municipalities, non-profits and indigenous groups in order to secure lands which will make a significant contribution to conserving 17 percent of Canada’s land and fresh water resources. The Town of Amherst entered into a three-year agreement, which was extended for one year, as a partner in this program to protect land in the North Tyndal Wellfield area. To continue the success of the Challenge Fund program, the Province has negotiated another round of funding to offer program partners the opportunity to enter into a new two year *Nature Agreement*.

DISCUSSION: The Town acquired 1,120 acres of land in the first four years of the funding program. A portion of these lands were purchased with the intention to trade with neighbouring land owners near the North Tyndal Wellfield. These trade negotiations are still ongoing and by entering into a new *Nature Agreement*, it will grant time and funding for completion. The Province has provided a draft two-year funding agreement but are in the process of finalizing budget numbers. The previous agreement provided approximately \$300,000 in funding each year. It’s expected the *Nature Agreement* will provide funding amounts similar to previous years.





AMHERST TOWN COUNCIL

RFD# 2024055

Date: May 27, 2024

FINANCIAL IMPLICATIONS: Approximately \$600,000 could be available to the Town of Amherst for property acquisition. The Town will agree to contribute up to \$40,000 worth of in-kind services. These services mainly include salaries of staff working on the project during this time. There is no direct financial cost to the Town.

COMMUNITY ENGAGEMENT: If the agreement is approved, the Province or Town staff will contact applicable land owners in the area about potentially selling their property and work with potential trade partners.

ENVIRONMENTAL IMPLICATIONS: The end result of this project is to acquire additional land with the sole purpose of environmental / habitat protection. The protection of the North Tyndal Wellfield Groundwater Zone has significant environmental implications as well as social health implications as it saves the Town drinking water supply from contamination and pollution.

SOCIAL JUSTICE IMPLICATIONS: Increasing environmentally protected land helps current and future generations live in a more sustainable manner. Protection of the North Tyndal Wellfield ensures Amherst's long-term supply of safe drinking water.

ALTERNATIVES: Do not enter into the proposed agreement and do not acquire additional lands for protection.

ATTACHMENTS: Draft Funding Agreement - Nova Scotia Nature Agreement

Report prepared by: Jeff Bacon
Report and Financial approved by:



FUNDING AGREEMENT
Nova Scotia Nature Agreement

This Agreement is made as of the ____ day of May 2024

BETWEEN

His Majesty the King in Right of the Province of Nova Scotia as represented by the Minister of Environment and Climate Change (Hereinafter referred to as “Nova Scotia Environment and Climate Change” or “NSECC”)

AND

Town of Amherst, a body corporate with its registered office at 98 East Victoria Street in the County of Cumberland, Province of Nova Scotia (Hereinafter referred to as “the Recipient”)

WHEREAS by Agreement made the 14th day of March, 2024 (hereinafter called the “Contribution Agreement”), Environment and Climate Change Canada (hereinafter called “ECCC”) agreed to provide funding to Nova Scotia Environment and Climate Change under the Canada Nature Fund, to increase the amount of protected and conserved areas, and advance an integrated approach to the protection, conservation and recovery of biodiversity, including habitat, species at risk and migratory birds, in the Province;

AND WHEREAS the Contribution Agreement provides that Nova Scotia Environment and Climate Change may disburse funds received under the Contribution Agreement to Final Recipients who are eligible and have capacity to carry out the activities, projects and initiatives in accordance with the Contribution Agreement;

AND WHEREAS the Recipient meets the eligibility requirements within the Contribution Agreement for recognition as a Final Recipient who is eligible to receive funding in accordance with the purposes and expected results of the Contribution Agreement.

AND WHEREAS the purpose of this Funding Agreement is to enable NSECC to provide funds to the Recipient and enables the Recipient to contribute towards the achievement of the purposes and expected results of the Agreement which aligns with the expected results and purposes of the Contribution Agreement;

AND WHEREAS the Recipient has requested that Nova Scotia Environment and Climate Change contribute funding in accordance with the Contribution Agreement for the project and activities detailed in the Detailed Project Description attached hereto as Appendix B (hereinafter referred to as “the Project”);

NOW THEREFORE, in consideration of the covenants and agreements, the Recipient covenants and agrees with Nova Scotia Environment and Climate Change as follows:

1.0 Contribution of Funds

- 1.1. This Agreement will take effect on the date that both parties have signed the Agreement and, subject to its terms will remain in effect until March 31, 2026.
- 1.2. NSECC's obligation to pay money to the Recipient for eligible expenditures under this Agreement is subject to an appropriation being available in the fiscal year of the Province during which payment becomes due and the successful recovery of those funds from ECCC in accordance with the Contribution Agreement. Method of payment shall be as stated in Appendix "A" to this Agreement.
- 1.3. Subject to Articles 1.2, 1.11, 1.12, 3.1 and 5.1, NSECC agrees to provide funding during the term of this Agreement to cover the Recipient's eligible expenditures for the Project as detailed in Appendix "C". The maximum amounts available in each of the two following Fiscal Periods are as follows:
 - For the Fiscal Period April 1, 2024-March 31, 2025: \$275,000
 - For the Fiscal Period April 1, 2025-March 31, 2026: \$275,000.The total cash and in-kind contributions secured or provided by the Recipient are \$40,000 as detailed in Appendix "C".
- 1.4. The Recipient is eligible to receive payments for the funds stated in Article 1.3 in advance of incurring eligible expenditures and/or in advance of being able to provide an accounting to NSECC of the final type and amount of eligible expenditure incurred. To be eligible for an advance payment, the Recipient shall demonstrate the need for the requested advance payment by attaching the required supporting documents and information outlined in the prescribed form provided in Appendix D. If, at any time during the life of the Project, the Recipient determines that an advance is not needed, or cannot sufficiently demonstrate the need for an advance payment, then the Recipient shall be reimbursed for the eligible expenditures incurred. Requests for payment may be submitted at any time during the Fiscal Period, but typically not more frequently than four times per Fiscal Period. The Recipient shall submit to NSECC requests for payment using the prescribed form provided in Appendix D or an alternative format as provided or pre-approved by NSECC.
- 1.5. A requested payment shall not result in total payments for the Fiscal Period exceeding the total funds available for the Fiscal Period as set out in Article 1.3. The Recipient may request a new advance without accounting for the use of any previous advance(s) as long as the unaccounted advance balances do not exceed fifty percent of the funds available for that Fiscal Period. NSECC must respect the requirement to withhold the final payment, per Article 1.7, and may be required to reduce any advance requests in the final Fiscal Period of the project accordingly. NSECC may further limit the maximum unaccounted advance

balances. NSECC shall communicate any such restrictions to the Recipient and amend this Agreement accordingly.

- 1.6 Should the Recipient request an advance that would otherwise cause the maximum unaccounted advance balance stated in Article 1.5 to be exceeded, then the Recipient shall either:
 - reduce the amount of advance requested, to remain within the maximum unaccounted advance balance; or
 - account for some or all of any previous advance(s) when requesting the new advance, such that the cumulative advance unaccounted for by the Recipient does not exceed the maximum unaccounted advance balance.
- 1.7 The Recipient shall account for the use of some or all of any previous advance(s) by completing the prescribed form provided in Appendix D. During the final Fiscal Period, NSECC shall withhold a minimum of ten percent of the funds allocated to the final Fiscal Period. NSECC shall issue the final payment to reimburse the unpaid balance of eligible expenditures upon receipt and acceptance by NSECC of the final report(s) required by Article 3.3. The Recipient shall submit the request for final payment with the final report(s) required by Article 3.3.
- 1.8 The Recipient shall not commit or purport to commit NSECC to pay any money except as authorized by this Agreement.
- 1.9 The total cost of the eligible expenditures for funding for the Project is annexed as Appendix “C” which forms part of this Funding Agreement.
- 1.10 Any additional funding required by the Recipient to carry out the Project in excess of NSECC’s total contribution amount identified in Articles 1.3, is the sole responsibility of the Recipient.
- 1.11 For the purpose of achieving the objectives of the Contribution Agreement and for the responsible administration of this Funding Agreement, NSECC may, in consultation with the Recipient, in any year of the Project, suspend or reduce Project funding with respect to all or any part or parts of the Project by giving notice to the Recipient, and may, with the written consent of the Recipient, increase funding with respect to all or any part or parts of the Project.
- 1.12 Whereas NSECC and the Recipient enter into this Agreement recognizing that the Recipient has begun the Project and incurred related costs, NSECC may, pursuant to the terms and conditions of this Agreement, reimburse the Recipient for Eligible Expenditures incurred as of April 1, 2024.

2.0 Obligations of the Recipient

- 2.1 The Detailed Project Description and Itemized Budget Breakdown of Eligible Expenditures shall form part of this Funding Agreement and are annexed as Appendix “B” and Appendix “C” respectively. The Recipient shall not alter the scope of work or approved eligible costs without the prior written approval of NSECC.
- 2.2 The Recipient agrees that the Project shall be undertaken in a manner required by and in all respects in strict conformity with the Detailed Project Description annexed as Appendix “B” and Itemized Budget Breakdown of Eligible Expenditures annexed as Appendix “C”, except with the prior written approval of NSECC or by amendment of this Funding Agreement.
- 2.3 The planned work as outlined in Appendix “B” shall be completed to the satisfaction of NSECC not later than the 31st day of March in each Fiscal Period of the term of this Agreement.
- 2.4 The Recipient agrees to use the funds provided by NSECC solely for the purposes of the project and eligible expenditures as outlined in the Detailed Project Description in Appendix “B” and Detailed Budget Breakdown of Eligible Expenditures in Appendix “C”.
- 2.5 If the Recipient does not, within a particular year of the Project, complete the Project activities for that year within the term of this Agreement and if this Agreement has not been extended, renewed or amended, the Recipient shall return all remaining funds to NSECC within 30 days.
- 2.6 The Recipient provides consent for the public disclosure by ECCC and NSECC of any information provided to them by the Recipient in connection with their applications for funding of this project, or related activities falling within the scope of this agreement.
- 2.7 The Recipient provides consent to ECCC and NSECC for the right to access the recipients’ premises and documents for the purpose of monitoring compliance with this agreement.

3.0 Reporting

- 3.1 The Recipient shall provide NSECC with satisfactory interim reports (“Interim Reports”) on the status of their project no later than September 1st and December 1st of each fiscal year of this Agreement. The Interim Reports must provide a brief update on project activities and expected results as reflected in the Detailed Project Description in Appendix “B”, an accounting of the use of NSECC funds issued within the current Fiscal Period as reflected in the Detailed Budget

Breakdown of Eligible Expenditures in Appendix “C”, and a financial forecast of expenditures pertaining to the balance of the Fiscal Period.

- 3.2 The Recipient shall provide NSECC with satisfactory annual reports (“Annual Reports”), no later than April 10th of each Fiscal Period, an Annual Report including all of the following:
- (a) An annual project income and expenditure summary which identifies all sources and uses of the project funds during the preceding Fiscal Period;
 - (b) A statement detailing the use of NSECC Contributions provided during the preceding fiscal Period, including an explanation of any financial variances.
 - (c) A description of project activities and results in the context of the Detailed Project Description in Appendix “B”, including an explanation of any deviations from expected results.
- 3.3 Following the completion of the Project, the Recipient shall, no later than April 10, 2026, provide NSECC with a final report (“Final Report”) including the following information:
- (a) A project income and expenditure summary which identifies all sources and use of the total project funds over the duration of the entire Agreement;
 - (b) A statement detailing the use of NSECC’s contributions provided over the duration of the entire Agreement, including an explanation of any financial variances.
 - (c) A description of project activities and results in the context of the Detailed Project Description(s) over the duration of the entire Agreement.
- Per Article 1.7, the Recipient shall submit the Final Report to the satisfaction of NSECC before the final payment under this Agreement is made.
- 3.4 All Interim, Annual, and Final Reports submitted by the Recipient shall be provided in accordance with templates to be provided by NSECC following the signing of this Agreement or alternative formats as pre-approved by NSECC and shall be certified by a senior officer of the Recipient’s organization (such as CEO or CFO) attesting to the correctness and completeness of the financial information provided.
- 3.5 The Recipient shall, no later than April 10th of each Fiscal Period, provide NSECC with all other reports, products, and deliverables required to produced for the preceding Fiscal Period in accordance with the Detailed Project Description (Appendix “B”) and Itemized Budget Breakdown of Eligible Expenditures (Appendix “C”).

- 3.6 The Recipient shall make all reasonable efforts to respond to ad-hoc requests by NSECC for information on Project progress. Failure to do so may delay funding allocations/disbursements. The Recipient shall also advise NSECC immediately of any substantial events that could impact the Project timeline or cashflow requirements.
- 3.7 The Recipient shall provide NSECC, as and when requested, information and/or supporting documentation NSECC deems appropriate to enable NSECC to review and accept any request for payment. In such case, NSECC should advise the Recipient of the appropriate level of detail and of any specific supporting documentation required.

4.0 Funding Acknowledgements

- 4.1 The Recipient agrees to publicly acknowledge this contribution in all publications by using Environment and Climate Change Canada's logo, decal, and/or name as determined for the Canada Nature Fund –Nova Scotia Nature Agreement.
- 4.2 The Recipient agrees to publicly acknowledge all other project partners where reasonable and appropriate, including NSECC, in all publications by using the logos, decals, and/or names according to the partner's preference. Logos other than the Recipient's are to be provided to the Recipient by NSECC.
- 4.3 The recipient agrees to assist NSECC to comply with Part VII of the Official Languages Act, by agreeing to use bilingual materials in all publications and similar engagement or communication products (i.e. project websites, project social media account(s), brochures, handouts, newsletters, reports, directional and educational signs, media advertisement (newspapers, radio, social media). Public workshops/events will be planned to enable bilingual audience participation. NSECC will be responsible for the cost of French translation.
- 4.4 The Recipient agrees to comply with the requirements of all applicable Federal and Provincial Government regulatory bodies and agencies.

5.0 Termination

- 5.1 NSECC may immediately terminate this Agreement if the Recipient breaches or defaults on any term or condition and fails to remedy the same in a manner deemed satisfactory to the Province within ten (10) days of being given written notice of the breach or default.

- 5.2 The termination of this Agreement shall not affect any rights, duties, obligations or liabilities that arise or have accrued prior to the effective date of termination or which survive the termination.
- 5.3 In the case of a breach of this Agreement, the share of the contribution to be reimbursed by the Recipient to NSECC shall be determined by NSECC and written notice of the requirement for repayment shall be provided by NSECC to the Recipient.

6.0 Liability and Indemnity

- 6.1 NSECC will not be liable for any claims, actions, suits, damages, costs or expenses arising from any injury, death or damage to property resulting from or arising out of any act or omission of the Recipient, its servants, agents or contractors in carrying out the Agreement.
- 6.2 The Recipients shall indemnify and save harmless the Province, its Ministers, officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings of any kind based upon injury, including death, to any person, or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Recipient, its servants or agents in carrying out this Agreement.

7.0 Governing Laws

- 7.1 The laws of the Province of Nova Scotia govern all matters arising out of this Agreement. This Agreement shall ensure to the benefit of and is binding upon the Parties hereto and their successors and assigns.
- 7.2 The Recipient shall respect all applicable federal and provincial laws and standards in carrying out the Project.

8.0 Relationship

- 8.1 Pursuant to this Agreement the Recipient is the recipient of a grant of funding from the Province. The Recipient and any employee, servant, agent, contractor or volunteer of the Recipient are not an agent, employee or servant of the Province.
- 8.2 The Recipient has no authority to bind the Province to any agreement and agrees that it will not hold itself out as having any authority on behalf of the Province to bind or act on behalf of the Province.
- 8.3 Any intellectual property rights created by the Recipient in association with the Project shall vest in and remain the property of the Recipient. The Recipient hereby grants to ECCC and NSECC a non-exclusive, unconditional, irrevocable, perpetual, worldwide, royalty-free right to exercise all intellectual property rights

that vest in the Recipient for any public purpose except commercial exploitation in competition with the Recipient. ECCC's and NSECC's license includes the right to use, produce, publish, translate, reproduce, adapt, modify, disclose, share, distribute, and broadcast the intellectual property. The Recipient shall further be responsible for providing ECCC and NSECC upon request, a written permanent waiver of moral rights (as this term is defined in the Copyright Act, R.S.C., c. C-42), from every author that contributes to the intellectual property that is subject to copyright protection.

9.0 Amendment and Assignment

- 9.1 This Agreement may be extended, renewed or amended from time to time on such terms and conditions as the Parties may agree in writing.
- 9.2 The Recipient is not permitted to assign the Agreement without the prior written consent of NSECC, which consent may be withheld for any reason.

10.0 Conflict of Interest

10.1 The Recipient confirms and warrants that it has, for the duration of this Agreement, no interest, pecuniary or otherwise, in any business matter that would put it in a real and/or apparent conflict of interest. The Recipient shall immediately notify NSECC, in writing should any real and/or apparent conflict of interest exist or arise that could have a direct impact on NSECC's contribution to the Project.

11.0 Notice

11.1 All notices and communication under this Agreement will be duly given upon being delivered by hand, or three days after being posted or sent by registered mail, to a Party hereto at the following address:

For the Province

Nova Scotia Environment and Climate Change

PO Box 442

1903 Barrington Street, Suite 2085

Halifax NS B3J 2P8

Attention: Neil Morehouse, Manager Protected Areas and Ecosystems

For the Recipient

Town of Amherst

P.O. Box 516

98 Victoria St E

Amherst, NS

B4H 1X6

Attention: Jeff Bacon, Business Development Officer

Any party may at any time give notice in writing to the other of any change of address of the party giving such notice and the address therein specified shall be deemed to be the address of each party for the purpose of giving notice hereunder.

12.0 Appendices

- 12.1 Appendix “A” sets forth the METHOD OF PAYMENT and forms part of this Contribution Agreement.
- 12.2 Appendix “B” sets forth the DETAILED PROJECT DESCRIPTION and forms part of this Contribution Agreement.
- 12.3 Appendix “C” contains the approved ITEMIZED BUDGET BREAKDOWN OF ELIGIBLE EXPENDITURES for the project and forms part of this Contribution Agreement (in this case, the original application).
- 12.4 Appendix “D” contains RECIPIENT PAYMENT REQUEST FORM and forms part of this Contribution Agreement.

13.0 Miscellaneous

- 13.1 All references to monetary amounts in this Agreement shall be to Canadian dollars.
- 13.2 Time shall be of the essence in this Agreement.
- 13.3 This Agreement, including any schedules, contains the entire agreement between the parties with respect to the subject matter hereof. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement and none have been relied on.
- 13.4 The division of this Agreement into sections and the insertion of headings are for convenience and reference only and do not affect the interpretation of this Agreement.
- 13.5 If any term or provision of this Agreement is found to be illegal or unenforceable, it will be deemed to be severed from this Agreement and the remaining provisions will nevertheless continue to be in full force and effect.
- 13.6 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by all parties.
- 13.7 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery by facsimile or by electronic transmission in portable

document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

His Majesty the King in right of the Province of Nova Scotia, as represented by the Minister of Environment and Climate Change

Date

per: Lora MacEachern
Deputy Minister of Environment and Climate Change

For the Recipient

Date

Name (please print)

Witness Name (please print)

Position (please print):

Witness Signature

(Signature)
Having the authority to bind the Recipient association

Second Signature for the Recipient (if required)

Date

Name (please print)

Witness Name (please print)

Position (please print):

Witness Signature

(Signature)
Having the authority to bind the Recipient association

FOR REFERENCE ONLY

SYNOPSIS

STREET BANNER POLICY AMENDMENTS AND MEMORANDUM OF UNDERSTANDING WITH THE CUMBERLAND ACADIAN SOCIETY

For many years the Town of Amherst has been displaying street banners that recognize and celebrate holidays as well as support community organizations. Last year it became apparent that as more groups come forward to ask for permission to fly banners that a formal policy would be advisable to help manage the program, outline the procedure and ensure that all organizations are aware of our capabilities and limitations.

Council approved a new Street Banner Policy in June 2023 to address when the banners are hung, the number of banner spots available and timing. An MOU would be required for community organizations when requesting the hanging of said banners. The Cumberland Acadian Society has requested that banners be hung in August recognizing Acadian Day.

MOTION:

That Council approve an amendment to the Street Banner Policy Appendix A to add Acadian Day, as well as approve the Cumberland Acadian Society Memorandum of Understanding with the Town of Amherst to hang Street Banners as per the Street Banner Policy and further authorize the CAO to sign on the Town's behalf.



AMHERST TOWN COUNCIL

RFD# 2024060

Date: May 27, 2024

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Jason MacDonald, CAO

DATE: May 27, 2024

SUBJECT: Street Banner Policy Amendment and MOU with Cumberland Acadian Society

ORIGIN: Request from the Cumberland Acadian Society to hang banners in August to recognize Acadian Day.

RECOMMENDATION: That Council approve of an amendment to the Street Banner Policy Appendix A to add Acadian Day, as well as approve the Cumberland Acadian Society MOU with the Town of Amherst to hang Street Banners as per the Street Banner Policy and further authorize the CAO to sign on the Town's behalf.

BACKGROUND: For many years the Town of Amherst has been displaying street banners that recognize and celebrate holidays as well as support community organizations. Last year it became apparent that as more groups come forward to ask for permission to fly banners that a formal policy would be advisable to help manage the program, outline the procedure and ensure that all organizations are aware of our capabilities and limitations.

DISCUSSION: Council approved a new Street Banner Policy in June 2023 to address when the banners are hung, the number of banner spots available and timing. An MOU would be required for community organizations when requesting the hanging of said banners. The Cumberland Acadian Society has requested that banners be hung in August recognizing Acadian Day.

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

SOCIAL JUSTICE IMPLICATIONS: Approving this MOU shows the continual efforts by the Town of Amherst to improve all aspects of Inclusion, Diversity and Equity in all our functions.

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

COMMUNITY ENGAGEMENT: Town staff have discussed this with the stakeholders to discuss, no other community engagement required.

ALTERNATIVES: 1) Do not approve the amendments to the Street Banner Policy and do not hang banners in August recognizing Acadian Day.



ATTACHMENTS: Street Banner Policy with proposed amendment, MOU for the Street Banner Policy.

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

TITLE: STREET BANNER POLICY
SECTION: FACILITIES MANAGEMENT
POLICY NO: 02000-04

APPROVAL DATE: June 26, 2023

CAO Signature: _____

POLICY STATEMENT

1. PURPOSE

The purpose of this policy is to provide guidance as to how and when street banners on Town of Amherst owned or controlled properties shall be requested and installed.

POLICY STATEMENT:

All banner themes shall have significance to, and provide benefit to the Town of Amherst and its citizens.

The banners shall not:

- Represent illegal activities
- Promote hate
- Be a political advertisement
- Cause, abet or stimulate civic disorder
- Be commercial in nature
- Be otherwise inappropriate in the opinion of the Town acting reasonably
- Represent or infer that the Town is a sponsor or proponent on the content or representation of the Banner.

CONDITIONS

1 LOCATIONS

The Town of Amherst has a maximum of 80 poles for banner décor. They include Church Street, Victoria Street, Ratchford Street, and Albion Street.

2 BANNER DIMENSION AND PRODUCTION MATERIAL

Banner Size 24" X 36"

Info – Printed double sided on 18pt Stock with welded pockets top and bottom /4 grommets.

TITLE: STREET BANNER POLICY
SECTION: FACILITIES MANAGEMENT
POLICY NO: 02000-04

3 INSTALLATION AND REMOVAL OF BANNERS

The installation and removal of banners is to be done by the Town of Amherst only. The upkeep of fixtures is also the responsibility of the Town of Amherst.

4 REQUESTS FOR ADDITIONAL BANNERS

- The placement of banners by individuals or groups is not permitted on an ad hoc basis.
- Requests from individuals or groups to place banners, or have the Town place banners, can be brought forward as a request to alter this policy.
- Such requests should be made at least 90 days prior to the desired time of placement, and include a detailed program on how the banners will be administered, if applicable.
- Where groups wish to have banners placed, an MOU will be negotiated for Council approval to clarify roles and responsibilities of group and the Town.

5 DISCLAIMERS

- The Town of Amherst will make every effort to meet the installation/removal deadlines, however circumstances beyond our control could prevent this from happening.
- Banners erected without prior approval will be removed promptly at the owner's expense.
- The Town of Amherst is not responsible for the loss or any damage caused to the banners.
- The Town reserves the right to refuse any application which it deems inappropriate.
- The Town reserves the right to use any banners as infill at their discretion.

TITLE: STREET BANNER POLICY
SECTION: FACILITIES MANAGEMENT
POLICY NO: 02000-04

APPENDIX A –Banner Schedule

- December/January - Seasonal
- February - African Heritage Month
- March/April/May - Live Work Play
- Late May – mid June - Pride
- Mid-June - Indigenous Day
- Late June - July - Canada Day
- August - Acadian Day**
- August/September - Welcome
- October - Fibre Arts Festival
- November - Veterans (Royal Canadian Legion Branch #10)

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director, Community Living	Ensure the guidelines of this policy are clear to community organizations.
CAO	Approve applications in a timely manner
Council	Continue to encourage and support the inclusive and equitable approval of this policy

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
New Policy	Director, Community Living, Bristol	Council	June 26, 2023
Add Acadian Day to Appendix A		Council	

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN **Town of Amherst**, a corporation under the laws of the Province of Nova Scotia, carrying out business at 98 Victoria Street East, Amherst, NS, B4H4A1, (the "TOA")

-AND-

The Cumberland Acadian Society (The Society)

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

WHEREAS the Parties have a common interest to promote Acadian Day and the local Acadian Festival;

AND WHEREAS the Parties feel that street banners are an effective promotional tool and add vibrancy to our streetscape;

AND WHEREAS the Town of Amherst would like to have an efficient operational plan to erect, display, and dismantle said banners;

AND WHEREAS the parties are desirous of providing these services in a cooperative manner;

NOW THEREFORE the Town of Amherst AND the Cumberland Acadian Society AGREE AS FOLLOWS:

GENERAL

1. The Society will purchase and have made a maximum of 40 banners.
2. The Town of Amherst public works staff will hang a maximum of 40 banners that are supplied by the Society.
3. The Banners will be hung in the Victoria Street / Church Street area.
4. The Town of Amherst will provide all equipment necessary to hang the banners.
5. Banners will be given to the Town of Amherst no later than July 15 on any given year.
6. Banners will be hung in early August, as operational requirements permit.
7. The removal of the banners will be negotiated each year depending on the date(s) of the local Acadian Festival but will remain in place until at least Acadian Day (August 15.)
8. Once dismantled the banners will be stored by the Town of Amherst.

TERMINATION

1. Should either party wish to terminate the agreement they will be required to do so in writing with three months notice.

Town of Amherst:

Jason MacDonald, MCIP, LPP
Chief Administrative Officer

Cumberland Acadian Society:

Leon Landry
Cumberland Acadian Society

Dated this ____ day of _____, 2024.

SYNOPSIS

Capital Paving Tender (RFT-24-22)

A tender for the capital paving program was issued with a closing date of April 26, 2024.

The following two bids were received, excluding applicable taxes:

- Cumberland Paving (Miller Group) \$1,061,375
- Costin Paving and Contracting (Dexter Construction) \$841,750

The capital paving program for the 2024/25 fiscal year was approved by Council in the Capital Budget and awarding of the tender at this time will allow for timely completion of the work.

The approved 2024/25 capital budget includes \$893,000 inclusive of non-recoverable taxes for asphalt paving of streets. The cost of the proposed work including nonrefundable taxes is \$877,827.41. Based on the estimated quantities the tendered amount is \$15,172.59 less than the approved budget. However, the final project cost is determined by the actual quantities of material used.

MOTION:

That Council award the Capital Paving Tender (RFT-24-22) to the lowest compliant bidder, Costin Paving and Contracting Ltd., at their unit prices based on our estimated quantities in the total amount of \$841,750 plus HST.



AMHERST TOWN COUNCIL

RFD# 2024049

Date: May 27, 2024

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Aaron Bourgeois, Director of Operations

DATE: May 27, 2024

SUBJECT: Capital Paving Tender RFT-24-22

ORIGIN: 2024/25 Capital Budget.

LEGISLATIVE AUTHORITY: 31700-01 Procurement Policy

RECOMMENDATION: That Council award the Capital Paving Tender (RFT-24-22) to the lowest compliant bidder, Costin Paving (Dexter Construction), at their unit prices based on our estimated quantities in the total amount of \$841,750 plus HST.

BACKGROUND: A tender for the capital paving program was issued with a closing date of April 26, 2024. The following two bids were received (plus non-refundable taxes):

- Cumberland Paving (Miller Group) \$1,061,375.00
- Costin Paving (Dexter Construction) \$ 841,750.00

DISCUSSION: The capital paving program for the 2024/25 fiscal year was approved by Council in the Capital Budget. Award of the tender at this time will allow for timely completion of the work.

FINANCIAL IMPLICATIONS: The approved 2024/25 capital budget includes \$893,000 (non-recoverable taxes included) for asphalt paving of streets. The cost of the proposed work including non-refundable taxes is \$877,827.41. Based on the estimated quantities the tendered amount is \$15,172.59 less than the approved budget. However, as this is a unit price contract the final project cost is determined by the actual quantities of material used.

COMMUNITY ENGAGEMENT: The Town issued a public tender as per our Procurement Policy. A media release will be issued pending Council approval. Hand delivered notices will be delivered to all affected residents and businesses prior to the start of construction.

ENVIRONMENTAL IMPLICATIONS: There are no direct environmental implications to the award of this contract. The repaving of streets with asphalt will generate greenhouse gas emissions; however, there is little alternative if our street infrastructure is to be maintained.



The approximately 800 tonnes of asphalt that will be removed through the cold milling process on Rupert Street can be used in our asphalt recycler for patching potholes or used in future projects such as trail construction.

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications to the award of this contract.

ALTERNATIVES: As all bidders were compliant with the tendering process, Council has no alternative to awarding the contract to the low bidder, unless the project were to be cancelled altogether.

ATTACHMENTS: None

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

SYNOPSIS

AUXILIARY POLICE OFFICER BY-LAW

FIRST READING

Management and staff of the Amherst Police Department have received support from the Amherst Board of Police Commissioners to create an Auxiliary Police Officer Program. As per Section 91 of the Nova Scotia Police Act, a By-Law is required to allow the Chief of Police to appoint auxiliary police officers to assist the police department with the performance of its duties.

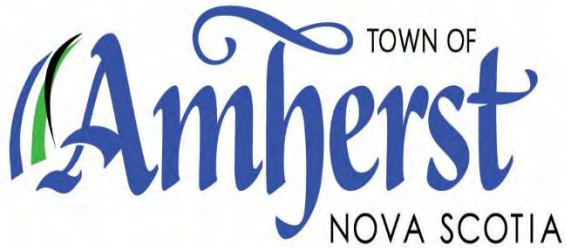
The idea of creating an auxiliary policing program for the Amherst Police Department is not new and has been discussed several times over the years. Section 91 of the Nova Scotia Police Act states that the Chief, in accordance with a municipal by-law and the Police Act Regulations, may appoint people as 'auxiliary police officers' to provide assistance to the department and its members in the performance of their duties. Auxiliary Police Officers, once appointed, have much of the authority of a police officer, but are limited to acting only when accompanied by, and under the supervision of a police officer. They cannot be used to replace or reduce sworn member positions.

An applicant for an auxiliary police officer position must meet the same criteria when selecting police officers, including criminal and background checks. Once appointed, they are subject to the same code of conduct as police officers and disciplinary actions under the Police Act.

Having an auxiliary policing program would benefit both the department and the community,

MOTION:

That Council give First Reading to the new Auxiliary Police Officer By-Law.



AMHERST TOWN COUNCIL

RFD# 2024054

DATE: May 27, 2024

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Dwayne Pike, Chief of Police

DATE: May 27, 2024

SUBJECT: Auxiliary Police Officer By-Law

ORIGIN: Auxiliary Police Officers - Section 91 of the Nova Scotia Police Act

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

RECOMMENDATION: That Council give First Reading to the new Auxiliary Police Officer By-Law.

BACKGROUND: Management and staff of the Amherst Police Department have received support from the Amherst Board of Police Commissioners to create an Auxiliary Police Officer Program. As per Section 91 of the Nova Scotia Police Act, a By-Law is required to allow the Chief of Police to appoint auxiliary police officers to assist the police department with the performance of its duties.

DISCUSSION: The idea of creating an auxiliary policing program for the Amherst Police Department is not new and has been discussed several times over the years. The authority to appoint Auxiliary Police Officers is contained in Section 91 of the Nova Scotia Police Act. The Nova Scotia Police Act Regulations provide parameters for policy and accountability for this program. Section 91 states that the Chief, in accordance with a municipal by-law and the Police Act Regulations, may appoint people as 'auxiliary police officers' to provide assistance to the department and its members in the performance of their duties. Auxiliary Police Officers, once appointed, have much of the authority of a police officer, but are limited to acting only when accompanied by, and under the supervision of a police officer. They cannot be used to replace or reduce sworn member positions. As with police officers, the municipality is liable in respect to any issues as a result of their actions, if committed during the performance of their duties.

Under the regulations, an applicant for auxiliary police officer position must meet the same criteria when selecting police officers, including criminal and background checks. Once appointed, they are subject to the same code of conduct as police officers and disciplinary actions under the Police Act.

There are numerous advantages to having an auxiliary policing program that would benefit both the department and the community:

1. A clear connection to people who live in our community and who have an interest in serving.
2. A vehicle for recruitment: Auxiliary policing is often used as a stepping-stone to the academy and towards a career in policing in their home community. Such a program can ensure long-term recruitment efforts are sustainable with built-in evaluations of candidates while working as auxiliary police officer. Auxiliary policing provides many with the ability to 'test-drive' policing as a career.
3. Auxiliary police officers have a unique knowledge of their community and can provide knowledge and utilize long-term relationships for benefit of public safety and well-being. They also can represent the diversity of our community bridging gaps and building relationships in essential areas.
4. Many people who apply to be auxiliary police officers have additional technical expertise, experience and skills that can be an asset to the department. This can include mental health professionals, human resources, community well-being and information technology. This can bridge gaps in some services provided by the Police Department.

On April 16th, 2024, the draft by-law was presented to the Amherst Board of Police Commissioners and a motion was passed giving support for the program and recommending it be forwarded to Council.

FINANCIAL IMPLICATIONS: Costs associated to the program are minimal and include some clothing and equipment costs, which has already been included in the 2024/2025 budget preparations. Much of the training can be conducted in-house with our own certified Use of Force Trainers and other qualified personnel. Clothing and equipment costs are estimated to be approximately \$3,200 per person with minimal costs for clothing replacement during the following years, including soft-body armour every 5 years.

SOCIAL JUSTICE IMPLICATIONS: An auxiliary policing program can create an additional connection to our community and can include opportunities for people who have an interest in public safety.

ENVIRONMENTAL IMPLICATIONS: No environmental implications

COMMUNITY ENGAGEMENT: No community engagement at this time. If Council gives first reading, a notice will be placed in the local newspaper prior to second reading.

ALTERNATIVES:

1. Direct staff to do a further review or make specific changes to this by-law
2. Do not approve the by-law or the creation of an Auxiliary Police Officer Program

ATTACHMENTS:

1. Draft TOA Auxiliary Police Officer By-Law
2. Standing Order 2024-00XX – Auxiliary Police Officer Program (includes Appendix A, Appendix B and Appendix C)

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

TITLE: Auxiliary Police Officer By-law
SECTION: Protective Services
BYLAW NO: C-13

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

1. The purpose of this By-Law is to enable the Chief of Police for the Town of Amherst to appoint persons as Auxiliary Police Officers to assist the Amherst Police Department and its members in the performance of their duties.
2. Appointment of persons as Auxiliary Police Officers shall be in accordance with Section 91 of the Nova Scotia Police Act, the Regulations made pursuant to the Police Act and subject to budget approval by the Amherst Board of Police Commissioners and Amherst Town Council.
3. This By-Law is effective as of the date of publication.

For Administrative Use Only:

ROLES AND RESPONSIBILITIES

Auxiliary Police Officer By-Law C-13 Adoption	
First reading:	
Notice of Publication:	
Second Reading:	
Notice of Publication and Effective Date of Bylaw:	
Notice to Service Nova Scotia & Municipal Relations:	

VERSION LOG

Bylaw Owner	Amendment Description	Council Approval Date
Chief of Police, Pike	New By-Law	

Minutes reference date

Amherst Police Department

STANDING ORDER 2024-002
AUXILLARY POLICING PROGRAM

DATE: 2024-XX-XX

1) **SUBJECT**

This Standing Order outlines the formation, administration and operation of the Amherst Police Department Auxiliary Police Program. Auxiliary Police Officers are volunteers from the community of jurisdiction who provide support to Amherst Police Department members during the course of their duties and provide support and resources for policing and crime prevention programs. A regular member is defined as a police officer with the Amherst Police Department who is at the rank of Constable or higher. An Auxiliary Police Officer means an Auxiliary Police Officer appointed under s.91 of the Nova Scotia Police Act and in accordance with the Town of Amherst Auxiliary Police Officer By-Law

2) **GENERAL**

- a) The authority to appoint Auxiliary Police Officers is contained in Section 91 of the Nova Scotia Police Act. The Nova Scotia Police Act Regulations provide parameters for policy and accountability for this program. (See Appendix A & B);
- b) The provisions for the appointment of Auxiliary Police Officers are set out in the Nova Scotia Police Act Regulations and in accordance with the Town of Amherst Auxiliary Police Officer By-Law;
- c) The Chief of Police is authorized to appoint Auxiliary Police Officers, or to rescind such appointments as per the Town of Amherst Auxiliary Police Officer By-Law;
- d) A municipality or police service for which an Auxiliary Police Officer is appointed must maintain third party liability insurance in respect of the performance of the Auxiliary Police Officer's duties and must maintain documentation of the insurance for review by the Minister;
- e) The Amherst Police Department Auxiliary Policing Program was established in 20XX.

- f) The Auxiliary Policing Program will be supervised by the Staff Sergeant/Inspector who, along with the Deputy Chief of Police will monitor and retain all records of activities, training and yearly assessments of the service's Auxiliary Police Officers;
- g) Auxiliary Police Officers shall not be used to replace regular members nor will they be used to cover shifts;
- h) Auxiliary Police Officers may be used during long term emergency situations, crime scene security, and additional members for events such as the parade, exhibition, and other large events. The auxiliary police officers, while working, shall be under the direct supervision of a regular member of the Amherst Police Department. Some duties may include but are not limited to:
 - (a) regular patrol
 - (b) traffic stops/check points
 - (c) crime scene security
 - (d) attend court to provide evidence
- i) The Auxiliary Police Officers will only act when accompanied and under the direct supervision of the regular member of the Amherst Police Department to which they are assigned for each shift;
- j) The regular member assigned to supervise an Auxiliary Police Officer during a regular shift is the ultimate decision-maker of the situations where an Auxiliary Police Officer can participate;
- k) Persons being appointed as Auxiliary Police Officers must undergo criminal and background checks and cannot be appointed if such an appointment could create a conflict of interest with their business operations or employment;
- l) A person must not be appointed as an Auxiliary Police Officer if criminal and background checks show that the person has been convicted of any criminal offence or is the subject of a disciplinary proceeding in any jurisdiction that, in the opinion of the chief officer, would reasonably be expected to have a negative impact on their acting as an Auxiliary Police Officer, or on the policing profession generally;

m) Auxiliary Police Officers are expected to meet the Standards of Conduct as outlined in the Nova Scotia Police Act and its Regulations. As provided for in the Nova Scotia Police Act Regulations, if a complaint is made against an Auxiliary Police Officer, the Chief of Police will have an investigation completed within 30 days.

3) ADMINISTRATION

- a) Auxiliary Police Officers appointed to the Amherst Police Department will report to and operate under the general supervision of the Staff Sergeant/Inspector and overseen by the Deputy Chief of Police. The Staff Sergeant/Inspector will maintain a record each month of the number of hours worked by each Auxiliary Police Officer;
- b) A copy of the Oath of Office in Form 3 shall be maintained in the Auxiliary Police Officer's personnel file;
- c) Auxiliary Police Officers are not authorized to operate a police vehicle unless it is an emergency resulting from a regular member not being able to operate the said vehicle;
- d) The Board of Police Commissioners may recommend a stipend for each Auxiliary Police Officer who has met the duty requirements of 100 hours for the previous calendar year.

4) QUALIFICATIONS

- a) To be a candidate for appointment as an Auxiliary Police Officer, a person must be at least 19 years old and must demonstrate all of the following qualifications to the satisfaction of the chief officer:
 - i) of good character;
 - ii) Canadian citizenship with residence in Canada, or permanent residence as defined by the *Immigration and Refugee Protection Act (Canada)*;
 - iii) completion of Grade 12 or the equivalent;
 - iv) the ability to meet the minimum training standards established by the Minister in a standard operating procedure;
 - v) the ability to carry out the services required of them as an Auxiliary Police Officer;
 - vi) any qualifications prescribed by the Minister in addition to those specified in clauses (i) to (vi).

5) ROLES OF EMPLOYEE

- a) the Auxiliary Police Officer program is on a volunteer basis requiring members to provide a minimum of 100 volunteer hours annually;
- b) the Auxiliary members shall be governed by the same policy and procedures as a regular member through the provisions of the Nova Scotia Police Act;
- c) the Auxiliary compliment shall consist of a maximum of 2 members working in uniform;
- d) each new Auxiliary Police Officer shall be on a 50-hour probationary period;
- e) each Auxiliary Police Officer will be required to complete the developed training and orientation program by the Amherst Police Department.

6) TRAINING

- a) Training shall include, but shall not be limited to:

- i) Amherst Police Department Orientation**

- (1) Policies, procedures and standing orders
 - (2) Care of prisoners/guard training
 - (3) APD equipment and use

- ii) Criminal Code**

- (1) Arrest without warrant by any person 494(1) (2) CC
 - (2) Arrest without warrant by peace officer 495(1) (2) (3) CC
 - (3) Protection of persons acting under authority - Sections 25 (1),(2),(3),(4),(5)

- iii) Summary Proceedings:**

- (1) Motor Vehicle Act**

- (a) Arrest without warrant - 261(1)(2)

- (2) Protection of Property Act:**

- (a) Arrest without warrant 6(1)

- (3) Liquor Control Act:**

- (a) Arrest without warrant 111(1)

- iv) Persons under 12 years of age**

- (1) Discuss issues regarding persons under 12;

- v) Authority to search persons and vehicles**

(1) Re: Criminal Code (incidental to arrest, officer safety, warrant)

vi) Nova Scotia Police Act

vii) Crime Scene Security

viii) Note taking

- (1) Instructions for note taking
- (2) Descriptions
- (3) Persons
- (4) Vehicles
- (5) incidents (who, what, when, where, and if known why)

ix) Court Testimony and Procedures

- (1) Department
- (2) Giving evidence
- (3) Referring to your notes

x) Officer Safety Training and Use of Force

- (1) Handcuffing (tactical and speed cuffing)
- (2) Oleo capsicum (pepper spray)
- (3) Baton
- (4) Conducted Energy Weapon (Taser)
- (5) Firearms

Appendix A

Section 91 - Nova Scotia Police Act

Auxiliary Police Officers

- 91 (1)** A chief officer in accordance with a by-law made by a municipality for that purpose or the officer in charge of the Provincial Police or that officer's delegate may, in accordance with the regulations, appoint persons as auxiliary police officers to assist the police department in the performance of its duties.
- (2)** An auxiliary police officer
- (a) has the powers, authority, privileges, rights and immunities of a peace officer;
 - (b) shall act only when accompanied by and under the direct supervision of a police officer other than an auxiliary police officer; and
 - (c) shall not be used to replace or reduce police positions.
- (3)** Every auxiliary police officer shall take an oath of office or affirmation as prescribed by the regulations.
- (3A)** No auxiliary police officer is liable for damage caused by an act or omission of the auxiliary police officer if
- (a) the auxiliary police officer was acting within the scope of the auxiliary police officer's responsibilities at the time of the act or omission; and
 - (b) the auxiliary police officer was properly certified and authorized, if required by law, by the appropriate authorities for the activities or practices undertaken by the auxiliary police officer at the time the damage occurred,
- but the limitations of the liability of the auxiliary police officer under this Act do not apply if
- (c) the damage was caused by wilful, reckless or criminal misconduct or gross negligence by the auxiliary police officer;
 - (d) the damage was caused by the auxiliary police officer while operating a motor vehicle or other vehicle for which the owner is required by law to maintain insurance;
 - (e) the act or omission that caused the damage constitutes an offence; or
 - (f) the auxiliary police officer was unlawfully using or impaired by alcohol or drugs at the time of the act or omission that caused the damage.

(4) The municipality or police department for which an auxiliary police officer is appointed is liable in respect of a tort committed by the auxiliary police officer in the performance of that person's duties. 2004, c. 31, s. 91; 2014, c. 55, s. 4.

DRAFT

Appendix B

Nova Scotia Police Act Regulations

Auxiliary Police Officers

Auxiliary Police Officer Qualifications

11 (1) To be a candidate for appointment as an Auxiliary Police Officer, a person must be at least 19 years old and must demonstrate all of the following qualifications to the satisfaction of the chief officer:

- (a) a good character;
- (b) Canadian citizenship with residence in Canada, or permanent residence as defined by the *Immigration and Refugee Protection Act* (Canada);
- (c) completion of Grade 12 or the equivalent;
- (d) the ability to meet the minimum training standards established by the Minister in a standard operating procedure;
- (e) the ability to carry out the services required of them as an auxiliary police officer;
- (f) any qualifications prescribed by the Minister in addition to those specified in clauses (a) to (e).

(2) To be a candidate for appointment as an Auxiliary Police Officer, a person must consent to criminal and background checks.

(3) A person must not be appointed as an Auxiliary Police Officer if criminal and background checks show that the person has been convicted of any criminal offence or has been or is the subject of a disciplinary proceeding in any jurisdiction that, in the opinion of the chief officer, would reasonably be expected to have a negative impact on their acting as an auxiliary police officer, or on the policing profession generally.

Conflict of interest

12 A person must not be appointed as an Auxiliary Police Officer if acting as an Auxiliary Police Officer would create a conflict of interest with their business operations or employment.

Liability insurance

13 A municipality or police department for which an Auxiliary Police Officer is appointed must maintain third party liability insurance in respect of the performance of the auxiliary police officer's duties and must maintain documentation of the insurance for review by the Minister.

Record of appointments of auxiliary police officers

14 Each municipality must maintain a record of all of its appointments of Auxiliary Police Officers, and must provide the record to the Minister on request.

Policies and procedures

15 (1) A person appointing an Auxiliary Police Officer must provide policies and procedures for all of the following in writing to the Minister, for the Minister's approval:

- (a) the Auxiliary Police Officer carrying out their authority, responsibility and duty;
- (b) the standard of conduct to be met by the Auxiliary Police Officer;
- (c) disciplining the Auxiliary Police Officer;
- (d) subject to subsection (2), the handling of any complaint that is made against the Auxiliary Police Officer.

(2) If a complaint is made against an Auxiliary Police Officer, the person who appointed the Auxiliary Police Officer must investigate the complaint no later than 30 days after the date that the complaint is received.

Oaths of Office

Oath of office for Auxiliary Police Officer

18 The oath of office or affirmation required for an Auxiliary Police Officer is prescribed as Form 3.

Must take oath before assuming duties

19 A person referred to in Section 16, 17 or 18 must make their oath or affirmation before assuming their duties in the position for which the oath or affirmation is required.

Appendix C

Form 3 - Oath of Office for Auxiliary Police Officer Section 18 of the Police Regulations

I, _____ do solemnly (*select one*) swear/affirm that I will faithfully, diligently and impartially execute and perform the duties required of me as an auxiliary police officer in and for the (*insert name of municipality*) _____, and will well and truly obey and perform all lawful orders and instructions that I receive as an auxiliary police officer, without fear, favour and affection of or toward any person, (*select one*) so help me God/I so affirm.

Sworn to/Affirmed at
in the County of _____
Province of Nova Scotia, on
_____, 20____,
before me,

A Commissioner of Oaths in and for
the Province of Nova Scotia

SYNOPSIS

ACTIVE LIVING STRATEGIC PLAN

The previous Physical Activity Strategic plan was developed in 2017. In late summer after our current MPAL was hired, work began with the Department of Culture, Communities, Heritage and Tourism to set the plans in motion to develop a new five-year comprehensive plan to encourage people to move more and become a healthier community overall.

In September of 2023 a grant was awarded to the Town of Amherst through the Department of Community, Culture, Heritage and Tourism to hire a consultant to develop a new strategic direction. At that time a committee was struck with two representatives of the Department of Community, Culture, Heritage and Tourism, two Town of Amherst staff (MPAL and Director) and the Health Promoter from the Department of Public Health. Once the consultant was selected via the procurement process work began in identifying key pillars of focus. In March the Town of Amherst hosted over 30 stakeholders from the community to review, make recommendations and identify key deliverables for a new plan. Once this was compiled the information was formulated in addition to using data from a provincial survey conducted last year around physical activity. This laid the groundwork for the new strategy.

An active, healthier community creates more vibrancy. Special emphasis was placed in the strategic plan to ensure all aspect of accessibility, inclusion and equity were at the forefront of the plan development.

MOTION:

That Council approve the Active Living Strategic Plan.

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Sharon Bristol, Director, Community Living

DATE: May 27, 2024

SUBJECT: Active Living Strategic Plan

ORIGIN: As part of the MPAL program funding the Town of Amherst is required to have a strategic plan to guide the work of the Municipal Physical Active Living coordinator.

LEGISLATIVE AUTHORITY: Resolutions, policies and bylaws.

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 the council is authorized by an Act of the Legislature to spend or borrow money. 1998, c. 18, s. 47.

RECOMMENDATION: That Council approve the Active Living Strategic Plan.

BACKGROUND: The previous Physical Activity Strategic plan was developed in 2017. Normally these plans have a 5-year life span however due to COVID and the turnover of staff in 2022/23 the updated plan did not happen in a timely manner. In late summer after our current MPAL was hired and work began with the Department of Culture, Communities, Heritage and Tourism to set the plans in motion to develop a new five-year comprehensive plan to encourage people to move more and become a healthier community overall.

DISCUSSION: In September of 2023 a grant was awarded to the Town of Amherst through the Department of Community, Culture, Heritage and Tourism to hire a consultant to develop a new strategic direction. At that time a committee was struck with two representatives of the Department of Community, Culture, Heritage and Tourism, two Town of Amherst staff (MPAL and Director) and the Health Promoter from the Department of Public Health. Once the consultant was selected via the procurement process work began in identifying key pillars of focus. In March the Town of Amherst hosted over 30 stakeholders from the community to review, make recommendations and identify key deliverables for a new plan. Once this was compiled the information was formulated in addition to using data from a provincial survey conducted last year around physical activity. This laid the groundwork for the new strategy.

FINANCIAL IMPLICATIONS: Adoption of the strategy may have future financial implications as the actions are operationalized. This will be reviewed by senior management and factored into operational budgets as we move forward.





AMHERST TOWN COUNCIL

RFD# 2024059

Date: May 27, 2024

SOCIAL JUSTICE IMPLICATIONS: An active, healthier community creates more vibrancy. Special emphasis was placed in the strategic plan to ensure all aspect of accessibility, inclusion and equity were at the forefront of the plan development.

ENVIRONMENTAL IMPLICATIONS: None

COMMUNITY ENGAGEMENT: Community engagement and collaboration will be ongoing. It is not the intent of this document that work will be done in a silo but rather building on relationships with key stakeholders. This will broaden the reach of our efforts and enhance the support of existing organizations and citizens who are doing great work in this area.

ALTERNATIVES:

- 1 Decline acceptance of the document.
- 2 Refer back to committee for further revisions

ATTACHMENTS: Active Living Strategic Plan Document

Report prepared by:

Report and Financial approved by:



Town of Amherst Active Living Strategic Plan 2024-2029



Amherst
NOVA SCOTIA

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I. Introduction



Strategic Plan Development Process

The Town of Amherst developed a physical activity strategy in 2017 which was led by the Physical Activity Leader hired through the Municipal/ Mi'kmaw Physical Activity Leadership (MPAL) program. MPAL is a cost sharing agreement between the province and participating municipalities to increase the number of staff in local governments that are planning and implementing comprehensive plans to improve the participation in health enhancing physical activity and movement at a community level.

Given that it has been over five years since the plan was developed, coupled with the fact that many of the actions within the plan had been completed, the Town embarked on a second strategic planning process, supported through the Department of Communities, Culture, Tourism and Heritage (CCTH).

A working group consisting of representatives from the Town of Amherst (Active Living Coordinator and Director of Community Living), Communities Culture, Tourism and Heritage (Regional Manager and Regional Physical Activity Consultant), and Public Health - Nova Scotia Health (Health Promoter) was formed in the fall of 2023 to lead the development of the renewed Active Living Strategic Plan with Consultation services provided by Research Power Inc.

The strategic plan development process consisted of the following:

- A review of the previous strategic plan to identify strategies completed and opportunities for continued development.
- A review of other relevant local and provincial strategies including Let's Get Moving Nova Scotia (a provincial action plan for increasing physical activity in Nova Scotia); and other local plans (e.g., Diversity Strategy, Intermunicipal Poverty Reduction Strategic Plan, Accessibility Strategy, Active Transportation Plan) to identify opportunities for alignment/synergy.
- Key findings from a provincially led, community wide physical activity and movement survey completed in Amherst fall of 2023.
- Development of draft strategic directions and associated objectives and actions for the active living strategic plan (2024 to 2029) by the working group based on the findings from the review of materials (bullets one and two).
- A consultation session with community organizations to obtain feedback into the draft strategic directions and associated objectives and actions.

The feedback from the consultation session was compiled and used to create a strategic plan report which was reviewed and finalized by the working group. This report provides a brief summary of the need for an Active Living Strategy; findings from a community survey (findings recently released by CCTH for the Town of Amherst); the strategy vision and mission; and the strategic directions and associated goals, objectives and actions.

The Need for an Active Living Strategic Plan

The Town of Amherst is developing an Active Living Strategic Plan that embraces the Canadian 24-Hours Guidelines for movement including physical activity and sedentary behavior - “no more than 3 hours on recreational screen time and breaking up long periods of sitting where possible.”[1]

The strategic plan will help to support and encourage Amherst citizens to move more and reduce sedentary time. Further, the Active Living Strategic Plan recognizes active living as an approach to life that values and includes physical activity in everyday living and includes improving access to movement opportunities for all Amherst citizens. The aim of active living is to look for ways to be active at work, school, home and during leisure time. Active living is not the same as an exercise program. Active living means making physical activity part of everyday life, whether you are taking the stairs instead of the elevator, participating in a standing or walking meeting, biking to work, doing yoga at lunch, gardening, taking the kids or dog to the park, walking to the other building at your facility, or swimming laps in the pool.[2]

There are many factors that make it more challenging for people to move more and be active such as sedentary work environments, community design focused around automobile use, changing family structures and busy lifestyles, and safety fears. Despite these challenges, there is good news and opportunity! There are many assets in communities across Nova Scotia, including Amherst. For example, the Town of Amherst has other strategies (e.g., Diversity Strategy, Intermunicipal Poverty Reduction Strategic Plan, Accessibility Strategy, Active Transportation Plan) that align with active living, and actions within various strategies can support the achievement of goals across areas of work. Further, there are many partners in the Town who can work together to achieve common goals related to supporting Amherst citizens to move more.

The time is right to renew Amherst’s Active Living Strategic Plan by building on what we have accomplished over the last five years and identifying opportunities to help us achieve our vision of **An active and welcoming community for all.**

[1] The Canadian Society for Exercise Physiology (2021). Canadian 24-Hour Movement Guidelines for Adults Aged 18-64 Years: An Integration of Physical Activity, Sedentary Behaviour and Sleep. Accessed April 30, 2024. <<https://csepguidelines.ca/guidelines/adults-18-64/>>.

[2] Canadian Centre for Occupational Health and Safety (2023). What is active living? Accessed April 30, 2024.

<https://www.ccohs.ca/oshanswers/psychosocial/active_living.html>

Fostering Equity and Inclusion

An active community is one where everyone can enjoy the health benefits of being active. It is a community intentionally designed and maintained for the purpose of facilitating and supporting daily movement for people of all ages and abilities. In active communities, everyone has equal opportunity to engage in practical (get us to where we need to go) and recreational (done for leisure) forms of physical activity.

Equity, access, inclusion and safety are key determinants of participation in physical activity. Equity acknowledges equal treatment and opportunities do not lead to equal outcomes and recognizes that some populations have diverse needs. Health inequities are differences in health status between groups and populations that are socially and systemically produced by unequal distribution across the population, often linked to the social determinants of health- where we live, grow, learn, work, play and age. To help promote health and achieve equitable access, the Town of Amherst is committed to efforts to remove social, economic and physical barriers to participation to movement and active living opportunities in community spaces.

Inclusive active living and movement opportunities are a priority throughout Nova Scotia. Let's Get Moving Nova Scotia has goals to address inclusion and access. All individuals deserve to have a fair chance to participate, regardless of their physical abilities, socioeconomic status or ethnic background, and municipalities can play a key leadership role to help break down barriers. For this reason, it is important to apply an equity lens to address systemic barriers that impact access, inclusion and safety when planning, implementing and evaluating active living programs, resources and policies.

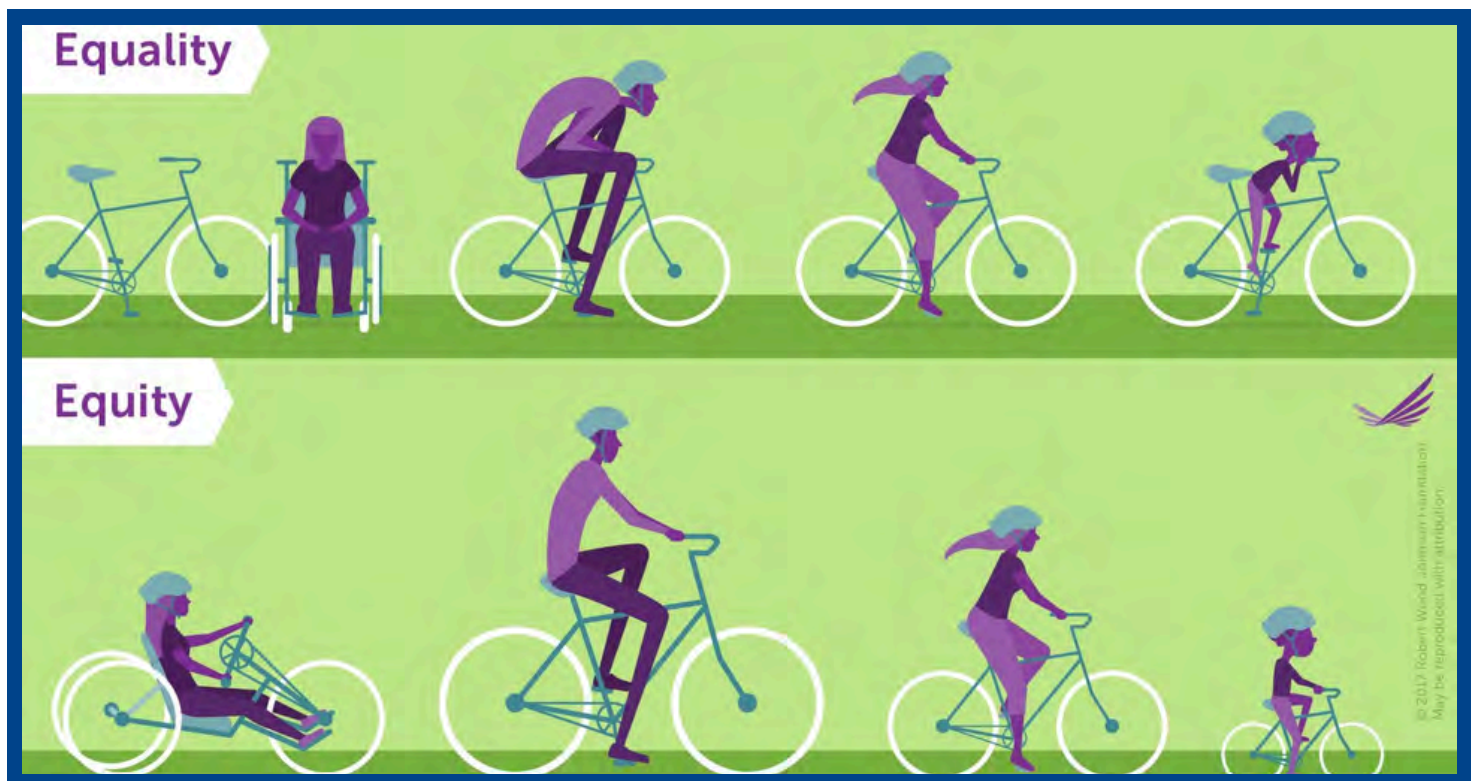


Figure 1: Equality vs Equity (Robert Wood Johnson Foundation)

Community Survey

The purpose of the community wide physical activity and movement survey was to inform development, implementation, and continued evaluation of active living strategies for the Town of Amherst. The full report is available through the Active Living Coordinator in the Town, with key findings presented below.

The following graphic presents a summary of the findings from the survey including key facilitators to support being more active, and among the less active the top challenges and motivators related to Active Transportation (AT).

Key Facilitators

Self motivation: If I had more self-motivation
Time/priority: If I had more time to participate
Social: If I had someone to participate with me
Weather: If the weather was better

Among the less active in your community

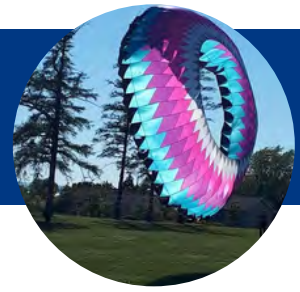
Top Challenges

Social: Having someone to participate with
Routine: Incorporating activity into a daily routine
Cost: The cost to participate is too high
Roadside spaces/lanes: Not separate enough from cars for bicycling and not well enough maintained for walking
Safety: Do not feel safe riding a bicycle in the community
Access to Information: Difficult to find information on simple movement

AT Motivators

Walking: Motivators include sidewalk maintenance and trails.
Bicycling: Motivators include off road paths and bicycle lanes.

II. The Strategic Plan Framework



Vision

An active and inclusive community for all.

Mission

To inspire people of all ages and abilities to engage in movement and active living opportunities where we live, work and play.

The strategic plan includes four strategic directions:

1. Community Capacity and Partnerships
2. Inclusion, Diversity, Equity and Accessibility
3. Natural and Built Environments
4. Communication and Promotion.

Each strategic direction has a goal, objectives and high-level actions, which are presented in this section of the plan.

- **Goal:** Our desired result or outcome for each strategic priority (the Why)
- **Objectives:** Our strategies to achieve the goal (the What)
- **High-Level Actions:** Our actions that outline, at a high-level, what will be done to move the objective forward (the How)

1. Strategic Direction: Community Capacity and Partnership

Goal: A diverse range of engaged community partners supporting opportunities for movement and active living that are inclusive for all in the Town of Amherst.

Objectives

High Level Actions

1.1 Grow and leverage partnerships to enhance opportunities for movement and active living for all ages.

- Build partnerships with schools to support movement and active living for students, teachers and the broader school community
- Work with health system partners to identify and support opportunities for movement and active living.
- Identify opportunities to develop partnerships with community businesses/workplace, including the Chamber of Commerce, to increase movement and active living.
- Build partnerships with community organizations to support aligning priorities and sharing resources.
- Collaborate interdepartmentally within the Town of Amherst to cultivate a workplace culture supportive of movement and active living for employees.
- Be a role model to external community members and partners.
- Build partnerships with government at the provincial and national level to support movement and active living.

1.2 Build community leadership to support movement and active living opportunities within the Town of Amherst.

- Provide training/professional development for staff and volunteers to build leadership and capacity to support movement and active living using a range of approaches (e.g., social and physical environment approaches, policy, etc.).
- Recruit and support volunteers to facilitate opportunities for movement and active living.
- Enhance social support and connections within opportunities for movement and active living.
- Utilize a multi faceted approach while providing social environments related to walking.

2. Strategic Direction: Inclusion, Diversity, Equity and Accessibility

Goal: An accessible and inclusive Town that provides diverse and equitable opportunities for movement and active living.

Objectives

High Level Actions

2.1 Continue to build strategies to remove barriers to participation in movement and active living and ensure inclusivity across the lifespan.

- Continue/expand initiatives that reduce barriers to participation in physical activity and recreation opportunities
- Monitor and conduct annual evaluations and update programs and policies based on findings to help ensure opportunities for movement and active living are accessible, culturally safe, and inclusive.
- Develop and implement policies to support inclusion.
- Recognize and celebrate work being done in the Town of Amherst to reduce barriers to movement and active living and ensure inclusivity.

2.2 Build partnerships with community members and groups to ensure equitable access to and participation in movement and active living.

- Engage and collaborate with community groups/organizations who work with equity deserving populations to help ensure programs and the natural and built environment are inclusive and accessible.
- Work with the facility access program to ensure all community members and groups have access to facilities and equipment.

2.3 Align with and support the implementation and integration of the Town's Accessibility Vision and Strategy, and Inclusion, Diversity and Equity plan.

- Partner (within the Town and outside) to provide training for staff and volunteers to build capacity to help ensure opportunities for movement and active living are inclusive, diverse, equitable and accessible.
- Comply with the NS building code and the Accessibility Act's Built Environment standard in the development of the natural and built environment for movement and active living.
- Partner with other departments in the Town to help enhance the natural and built environment and ensure they are inclusive for all ages and abilities.

3. Strategic Direction: Natural and Built Environments

Goal: Sustainable natural and built environments that support movement and active living for all ages and abilities in the Town of Amherst.

Objectives

High Level Actions

3.1 Identify and implement opportunities to improve all season connectivity within the Town of Amherst.

- Enhance connections/networks of walking and wheeling routes to support movement and active transportation.
- Align with the Town’s Accessibility Plan to create safe walking and wheeling routes within the community.
- Link with other Town/municipal strategies/planning to ensure natural and built environments and connectivity are considered in planning and future development.

3.3 Identify and implement opportunities for unstructured use of the natural and built environment by all ages.

- Promote and support the use of green space and facilities for all ages throughout the year.
- Incorporate low-cost opportunities that support movement and active living within natural and built environments.
- Work with other departments in the Town to identify and support opportunities to improve accessibility to outdoor spaces.

4. Strategic Direction: Communication and Promotion

Goal: Informed and motivated residents who value active living and incorporate movement into their daily lives.

Objectives

High Level Actions

4.1 Develop and implement communication strategies to promote the value and benefit of movement and active living.

- Review and enhance platforms and communication mechanisms to promote the value and benefits of movement and active living.
- Refresh the branding strategy for the Town of Amherst that redefines messaging related to active living to include movement.
- Use current and relevant data and evidence to inform communication strategies to reach those who are less active.
- Research and leverage national and provincial initiatives to support messaging and communication about movement.

4.2 Develop and implement communication strategies to promote opportunities that encourage movement and active living.

- Develop strategies to promote and communicate opportunities for movement and active living including within the natural and built environment.
- Review communication strategies and incorporate mechanisms/language to help ensure inclusivity, diversity, equity and accessibility.
- Align communication and promotion of opportunities for movement with other Town strategies and events.

III. Moving Forward



Moving forward, the Town of Amherst will continue to work with partners who have contributed to the development of the strategic plan and encourage new collaborations to support its implementation. A more detailed action plan will be developed to identify timelines, accountability, resources, and indicators of success for the objectives and actions.

To help ensure successful implementation of the strategic plan, key enablers have been identified including:

- **Leadership** from the Town of Amherst and partner organizations. While the Active Community Coordinator has an important role to play in guiding the work, Council and partners need to champion the actions within the strategic plan. The strategic plan was developed through a collaborative process that engaged stakeholders from within the community and the actions reflect the shared work. Shared responsibility to support implementation of the strategic plan will help to ensure success.
- **Resources** including human, financial and physical are key enablers for the implementation of the strategic plan. Based on the actions and priorities identified, resources will be dedicated and sought to support implementation of the plan.
- **Accountability** is another key enabler to support implementation of the strategic plan. As noted above, an action plan will identify indicators of success, which are the foundation for monitoring implementation of the actions and success of the strategic plan. Through ongoing tracking of the actions, adjustments can be made to continually improve the implementation process. Annual reports will be produced to track progress and share success.
- **Communication** with our partners and community will be critical as the strategic plan is implemented. Effective communication will help to build shared responsibility for the strategic plan and to celebrate and build on achievements.

Many people contributed to developing this strategic plan. The contributions made by partners in the community have been invaluable. The ongoing support and contributions of all these individuals will be essential in helping to move the strategic directions and associated objectives of the strategic plan forward and help to ensure the vision, mission and goals are achieved. An active and inclusive community for all.

SYNOPSIS

AMHERST BOARD OF POLICE COMMISSIONERS CITIZEN APPOINTMENT

All three of the citizen appointments to the Amherst Board of Police Commissioners expired on March 31, 2024. Staff advertised to fill the vacancies and two applications were received at that time. Sandy Fairbanks was re-appointed to a one-year term, and Angela Ryan Bourgeois was appointed for a two-year term. There is still a citizen vacancy on the Board.

An ad seeking expressions of interest to fill the vacancy appeared in The Casket on May 1st and May 8th. The ad was also promoted through Town of Amherst social media.

MOTION:

That Council appoint Caprice Barbour to the Amherst Board of Police Commissioners effective May 27, 2024 to March 31, 2025.



AMHERST TOWN COUNCIL

RFD# 2024052

Date: May 27, 2024

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Natalie LeBlanc, Municipal Clerk

DATE: May 27, 2024

SUBJECT: **Citizen Appointment to the Amherst Board of Police Commissioners**

ORIGIN: Current citizen membership terms expired March 31, 2024

LEGISLATIVE AUTHORITY: Bylaw Respecting the Amherst Board of Police Commissioners

RECOMMENDATION: That Council appoint Caprice Barbour to the Amherst Board of Police Commissioners effective May 27, 2024 to March 31, 2025.

BACKGROUND: All three of the citizen appointments to the Amherst Board of Police Commissioners expired on March 31, 2024. Staff advertised to fill the vacancies however only received two applications. Sandy Fairbanks was re-appointed to a one-year term, and Angela Ryan Bourgeois was appointed for a two-year term. There is still a citizen vacancy on the Board.

DISCUSSION: Staff re-advertised for the vacancy and received the attached two applications, one from Darlene Daly, and one from Caprice Barbour. Staff are recommending Council forward the appointment to next week's Council meeting.

FINANCIAL IMPLICATIONS: As these are volunteer positions there are no financial implications.

COMMUNITY ENGAGEMENT: The ad seeking expressions of interest appeared in The Casket on May 1st and May 8th. The ad was also promoted through Town of Amherst social media.

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications.

ALTERNATIVES: Do not make this appointment and continue to seek expressions of interest.

ATTACHMENTS:

Report prepared by: Natalie LeBlanc

Report and Financial approved by:



**Nova Scotia Federation of Municipalities
Spring Conference Report to Amherst Town Council
May 2024**

The NSFM Spring Conference was held in Baddeck from May 8th to May 10th. All held at the Inverary Inn Resort that had a major fire 6 years ago in the main building. This was rebuilt – as tourism and fishing are the main industries in the area.

President Welcome: Carolyn Bolivar-Getson, Mayor of the Municipality of the District of Lunenburg. There has been innovation with NSFM and some challenges ahead. They have completely transformed their structure to make sure all municipalities, despite size, are equally represented. They have begun to update all bylaws and working towards accessibility, transparency, and Inclusion, Diversity and Equity. They also continue to work towards safeguarding municipal autonomy.

Juanita Spencer: CEO of NSFM. The committees have been set up and running and all reports will come out during the conference in November. The Public Safety Committee has set up the Vulnerable Persons Registry information and will continue to move this forward. The Emergency Advisory Committee will begin an RCMP review for NSFM.

Key Note Speaker: Brad Gushue, Olympic Curling Champion. He is also a business owner. He has an MBA and works in high performance team building. You cannot win a gold medal without your team. You must be a strong leader in business and all aspects of your life.

LEARN TEACH LISTEN

- Individual talent is needed from each part of the team. Each individual does not have to be the most talented; however, the passion is needed.
- Strong Leadership is needed to help build strong leaders below you
- Plan for success
- A Positive Attitude is needed because when things go bad they may go bad quickly and the positive attitude will help get things back on track.
- Be Resilient. There will always be good and bad days. You have to come back from the bad times quickly.
- Always stay true to your authentic self
- Be able to step away from the negativity and look back to see how small it really is
- Communication is key. Check on your team to see how everyone is feeling. What is affecting things? Consistency in the team is key.
- Build a culture of curiosity. Be adaptable, empathetic and vulnerable
- Always learn from your failures
- Leaders who pair strength and vulnerability will build a more empowered team
- Be vulnerable: ask for what you need, be able to talk about how you are feeling and be able to have the hard conversations.
- Create safe spaces for your team to be vulnerable.

- As a politician, you only need 51% of the people to tolerate you!!!

Minister John Lohr: Minister of Municipal Affairs and Housing

The new Service Exchange Agreement has been very important to move forward the relationship between the province and municipalities. It took two years of discussion and some compromise to get the MOU to where we are now. The Schedule A roads are still being discussed. The province will get as much money to the municipalities for infrastructure projects as possible.

Code of Conduct for council members will be ready for the new set of councillors and mayors in October.

Housing: There has been a \$1.7B investment over a five year period for shovel projects in housing due to the collaboration between the province and communities.

Climate Change: Our coastlines are very vulnerable and will need continued support for protection of these areas. There will be new funding for a coordinator put in place.

Nova Scotia Emergency Management will have the next generation of 911 location services available. This will help with location of floods, fires, major rainfall or snow.

Tourism Session:

The things needed are Services, infrastructure and a list of places to visit. Marketing is also critical. How do we draw attention and have local businesses thrive. Communities can work with ACOA and the province to rejuvenate experiences. The measure of success would be extended stays in the area. Public Engagement for this would be needed to bring about success. Build for local people first then include the regional audience then go global. Get in front of as many people as possible at trade shows and get direct feedback on your marketing.

Build 365: Year-round tourism is important for communities. Need a professional and skilled labour force in tourism.

Atlantic Tourism Best Practice Mission Program: This is funded by ACOA. This would include business trips to other parts of the world to see what works best. You have the ability to learn from others innovations and new business models in tourism.

Extend the Tourism Season:

Challenges	Opportunities
Need to be able to market locally first	Start small and build assets of tourism
Labour challenges	Hire seniors as the students go back to school
Lack of a tax break	Build local communication and discussion regarding tourism.

Potential Pilot Project: Over a 2-3 year period encourage tourism business to be open 365 days and help by giving the tax break so they can concentrate on growing the business full time. Help mitigate the risks for businesses.

Certified Age Friendly Employees: a Program by TIANS. The business can offer health benefits and extra people to work part time hours. There is also the possibility of job sharing under this program.

Best Practice Tourism Mission: Charlevoix

- Public collaboration and partnerships are necessary to be successful
- Enhanced pride is established with events held in the “other” months
- Need year-round culinary events with local products
- Innovative accommodations – Yurts, domes, cottages etc.
- Stabilize seasonal jobs with job matching programs
- Housing for workers may be needed
- Infrastructure such as roads, parks, trails and connectivity needed.
- In Charlevoix 15% of community grants go for tourism related ideas and extra points if the idea is sustainable.

Role of Communities in Tourism:

How do we support tourism? Some ideas may include:

- Artist drawn map for promotion.
- Create a plan to be prepared for Arts and Heritage
- Main Street beautification programs

What are our economic and social impacts as related to tourism? Signage will be needed and that is something the community can help with.

Strategic Infrastructure Session:

Build Nova Scotia is a provincial crown corporation. (David Benoit)

They want to build sustainable and connected communities.

The use of strategic infrastructure to help grow communities is important. In some cases infrastructure can be re-used to save on costs.

Connectivity: Internet for rural Nova Scotia to be built up

More than 10,000 kms of fibre optics have been laid this year and service providers are helping with the connectivity issues.

Cellular for Nova Scotia: There has been a \$47.3M investment to expand the telecommunications infrastructure in this province. They can reuse some of the towers they already have. There are still gaps throughout the province that will need infrastructure. However, they will continue to cover the major roads and highways.

Working with the CRTC for the understanding that cellular and internet are essential services; and the prioritization of 911 calls and service of cell and internet during severe storms.

Transportation Session: Mark Peck, Joint Regional Transportation Authority
The movement of people and goods can be a challenge in this province. This Authority covers all modes of transportation including active transportation. The Net Zero goal of government by 2050 is also important. Transportation is very important for municipal growth.

Youth Engagement Session:

Sharon Bristol – Amherst Department of Community Living.

Discussed the Cumberland Community Youth Development Centre helped by council. Poverty Reduction Committee – Social Equity to help elevate children and youth out of poverty situations.

Hosted a Youth Engagement Summit

Youth Town Council with 14 students

And the new Integrated Youth Services Program

Glance Bay – Engagements and Empowerments for Active Transportation

Working with the Ecology Action Centre transportation team

Looking for all forms of non-motorized transportation

Not all areas are able to do this due to need infrastructure.

The Glance Bay Change Makers – Youth Group

- Youth Mobility Audit done in 2019
- The need for safe active travel and how it can be improved
- Also worked on Place Making initiatives.
- Grants from ACOA – connect 2 and Active Community Funds to help rebuild a walking path with a needed bridge.

What can be provided by Communities?

- Safe places to meet that foster peer support
- Skill sets and experiences needed
- New learning to be shared
- Continued recognition of youth and youth led projects
- Support cool projects

Coastal Protection Session:

There are opportunities for municipalities to work together. We want to have climate resilient communities. We need to work together to respond to Climate Change.

Municipal leaders have had to deal with Climate Change for years.

Climate Change Goals and Reduction Act – We are the only province with legislation on this. The Clean Power Plan was introduced this past year. We are the world leaders in clean green Hydrogen Power.

Things to Invest In: flood line mapping

Programs for community led action

Sustainable Communities Challenge Fund \$30M has doubled

Coastal Land Use Planning

Community Climate Action Plan (new)

Clean Foundation: Community Climate Capacity Fund – Scott Skinner

There is a monthly learning group for all communities involving extreme storms, flooding and erosion.

Coastal Protection Plans: Meagan McMorris

They are getting feedback from across the province and note the more serious areas.

Climate Action must be seen as a shared responsibility. Coastal erosion maps will become necessary for communities.

Land Use Planning: Must support municipalities

Need to make sure that the bylaws have what the community needs and the exact text surrounding this. NSFMC will have consultants to help with this. Each community should have: Flood Mapping tools, and erosion risk assessment, and supports for flood planning.

Internal Committee Report

Planning Advisory Committee

May 2024

The Planning Advisory Committee met on Monday, May 6, 2024 at 4:30 p.m. in Town Hall Council Chambers.

Following the presentation of the staff report by the Dangerous and Unsightly Premises Administrator regarding the dangerous state of an attached accessory building at 107 Park Street, the Committee passed the following motion:

That the Planning Advisory Committee order that the attached accessory building at 107 Park Street (PID: 25025594) be demolished and the hole back filled within 30 days of this meeting, 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 Dangerous and Unsightly Premises Administrator also provided updates on 38 Cornwall Street and 2 Pearl Place, indicating that the structures on both properties have now been demolished.

The Director of Planning and Strategic Initiatives reviewed the proposed changes to the Land Use-By-law, particularly around zoning and site plan approvals. This was an information only item at this time.

Internal Committee Report

Inclusion, Diversity & Equity Committee

May 2024

The Inclusion, Diversity and Equity Committee met Wednesday, May 8, 2024 at 6:00 p.m. in Town Hall Council Chambers.

The Community Well-Being Manager Mallory Klooster provided updates on the Acadian Festival, the No. 2nd Construction Battalion Memorial, ARHS AHEAD Day and the APD Strategic Plan.

The Chair spoke about the Social Equity Committees Joint Workshop, indicating that one will be scheduled for some time in June.

The Committee reviewed the Community Support Grant applications that fall under Social Equity, and further passed the following motions:

That the Inclusion, Diversity and Equity Committee recommend Council approve funding for the following organizations in the following amounts with funds to come from Social Equity:

After the School Bell Program	\$ 5,000
Amherst Food Assistance Network	\$10,000
Society of St. Vincent de Paul	\$ 3,000
Opiod Council	\$ 5,000
CHHSA	\$ 5,000

And further that they agree with funding the NSCC scholarship program in the amount of \$15,000, and the MITACS research funding last installment in the amount of \$7,500.

and

That the Inclusion, Diversity and Equity Committee recommend Council approve funding for the CANSA application in the amount of \$4,000 with funds to come from Social Equity.

Internal Committee Report

Poverty Reduction Advisory Committee

May 2024

The Poverty Reduction Advisory Committee met Thursday, April 25, 2024 at 4:30 p.m. in Town Hall Council Chambers.

The committee welcomed the newest members, Cynthia Dyck and Mason Byer.

The Community Well-Being Manager Mallory Klooster provided updates on the Cumberland Food Network, the First Time Homebuyers Program, a Sharps Handling Program, the ARHS AHEAD Social Justice and Wellness Day that was held on May 17th as well as the Integrated Youth Services. She also provided an update on tax credits for volunteer work, following which the Committee passed the following motion:

That the Poverty Reduction Advisory Committee recommend that Council consider organizing and hosting a local community volunteer expo in the fall.

The Director of Community Living Sharon Bristol provided an update on the Harm Reduction Workshops that were held on May 3rd, May 8th and May 18th.

A discussion was held around community support for Cornerstone, and it was suggested that the Poverty Reduction Advisory Committee could assist with an open house and positive community engagement.

External Committee Report

Cumberland Public Libraries

May 2024

Food Pantry Amherst Library

The Amherst Library, in partnership with CANU, has created a food pantry in the front lobby of our building. Cumberland Public Libraries received a \$52,900 one-time grant from the Department of Communities, Culture, Tourism and Heritage for food security. We received this funding April 1st and have already spent over half on snacks for patrons in branch, our community partnerships and the food pantry. We are encouraging people to donate non-perishable food items to help us keep our pantry stocked.

SRC 2024

Summer Reading Club starts June 17th and it's not just for kids. Summer Reading Clubs are available for ages 3-103, with prizes being awarded to all age groups throughout the summer. Kids ages 3-12 can read 15 minutes to win prizes and teens read 30 minutes. The Amherst Library's weekly summer reading club programs will be held on Tuesdays starting June 18th.

Check out the library website (www.cumberlandpubliclibraries.ca) for our calendar of events.

Read Local Cumberland

This May and June we'll be hosting Read Local Cumberland around the County. Each of our library locations will have amazing local authors showcasing their work. Authors will get a table to promote their books and a 15-minute reading slot to introduce people to their work. The event in Amherst will take place on Friday, June 21st from 11am to 2pm and will feature Laurie Glenn Norris, Eric Sparling, Clare Christie, Hal Giddens, Morris Haugg, Kim Embree, Barbara Burke, and Taylor Perez.

Statistics

In the month of March, Cumberland Public Libraries signed out 13,077 items, 5,237 items in Amherst alone. This includes books, dvds, magazines, renewals, e-books and more.

Also in March the Amherst library offered 18 in-person programs with 291 people in attendance. The Amherst library had 2,033 in person visits.

Next Board meeting June 18, 2024.

External Committee Report

Cumberland YMCA

May 2024

Child Care

In partnership with the Town of Amherst and Learn 2 Lead, we are working to offer Babysitting courses throughout Cumberland County.

Membership

Current Members: 1955

Subsidized Members: 353

Current Promo is First Week Free when signing up for a continuous bi-weekly membership.

Aquatics

Spring programming underway.

(Group and Private Lessons are fully booked.)

NLS Recert planned for May.

Bronze Medallion, Cross and NLS courses planned for the summer months.

Summer programs and services being finalized (Town of Amherst Lessons, and Rec Swims, Camp Pagweak, Big Lake Camp, Camp Tidnish, Pugwash Swim Lessons).

Fitness

Spring programming underway.

Fitness Instructor Course planning underway; to be offered late spring/early summer.

3 New Treadmills are scheduled to arrive the week of May 20, 2024.

Kids Triathlon Event (3-15yrs) scheduled for May 20, 2024.

Fun Run as part of Summer Kick Off Event planned for June 27, 2024.

Fund Development

Give the Gift of Camp

On May 7, Dale Fawthrop completed an 80-minute accessible triathlon in celebration of his 80th birthday and helped raise awareness and funds for our Give the Gift of Camp Campaign. Dale's triathlon raised \$3041.41. Funds raised for the campaign, including the triathlon, a barbeque, other donations, and a book sale total \$3988.56.

BBQ Pack/Meat Box Raffle

We are currently selling tickets on a Meat Box (BBQ Pack) a month for a year. Tickets are \$20 each or 3/\$50. Proceeds to the Strong Communities Campaign.

External Committee Report

Northern Region Solid Waste Resource Committee

May 2024

Provincial Updates

Northern Region Update

Funding

The final payments from Divert NS were received for our Education and Enforcement programs. Staff are currently working on the workplans for the Education & Enforcement Programs for 2024-2025 year.

Extended Producer Responsibility (EPR) for Printed Paper and Packaging (PPP)

Regional staff met with representatives from Circular Materials on April 12th to discuss the program. Circular Materials reviewed the Program, proposed collection details, program management, and the promotion and education program. Municipalities were encouraged to send feedback on the meeting to Circular Materials (Cumberland Region Solid Waste submitted feedback on April 26th).

Extended Producer Responsibility for Batteries, Lighting, and Additional Electronics (BLAE)

The following dates outline when the programs for Extended Producer Responsibility for Batteries, Lighting, and Additional Electronics will come into effect. Once staff receive approval to share detailed lists of included items, we will begin education on the programs.

1. Additional Electronics- July 1, 2024
2. Batteries- July 1, 2024
3. Lighting- August 1, 2024

External Committee Report

L.A. Animal Shelter

May 2024

On May 4th Harrison's Home Hardware in Amherst provided everything for the Shelter to host a BBQ at their Ax the Tax event. It was a very busy day and the patrons were generous and appreciative.

On May 11th the Shelter hosted their annual Spring Tea. It was a great success and everyone had a wonderful time.

On May 14th Shelter Board members manned a table at the Police Week event in Springhill.

On June 1st the Shelter will attend the Pet Expo at Park Your Paws.

On June 15th we will have our very popular Yard Sale in Curry Park as well as participating in the Pride Parade.

We will soon start selling tickets on a very exciting Father's Day Draw.

We still expect to complete construction on our new facility this year! There is still some fundraising to do, but we are very close to our goal.

External Committee Report

Senior Safety

May 2024

The committee met in person on April 30th at 1:30 PM in the small boardroom at CFTA radio station.

The Senior Safety coordinator has applied for a Wellness grant from the local Community Health Boards and will host events in Wentworth, Parrsboro and Port Greville with the grant money. These will be one day or evening events in each location.

Right now there are two Senior Safety Academies planned in Springhill and Pugwash with plans now being made for Amherst too.

The coordinator has attended the Police Week events in Springhill, with a booth set up, and in Amherst.

The next meeting will be late May and the Annual General Meeting will be held in late June at the Amherst Police Department Community Room. The exact date and time has not been set yet.

External Committee Report

Municipal Alcohol Project

May 2024

The committee met on May 7th at 1:30 via Teams meeting

A few of our members are part of the Welcome Week activities preparation group. Sophie Melanson will attend the first meeting to see if there is a potential to collaborate. Welcome Week holds welcoming events for people new to the area. The collaboration would come in the form of family friendly events without alcohol.

Our committee will have a table set up at the Kick-off to Summer Fun Fair at Dickey Park, June 27th. We hope to provide Safer Hosting handouts, alcohol-free beverage recipes, etc.

The Pictou County MAP group has developed a Harm Reduction check-list that they are willing to share with Cumberland. We will then be able to adapt it for our region. When we have this ready for our region we will have an event to inform the public.

A couple of things the group is interested in being kept informed about include: the Youth Integrated Services and the 3rd phase of the Police Strategy. There may be possible areas of sharing information and/or collaboration.

The Fall municipal elections are occurring in October 2024. The committee will prepare and send a letter requesting continued support and participation of a councillor from each municipal unit.

We are planning an in-person meeting for July 2nd to work on some of the actionable items.

Next meeting: June 4th at 1:30 p.m. via Teams meeting

External Committee Report

Cumberland Central Landfill Community Liaison Committee

May 2024

The Committee met in the boardroom of NSCC – Amherst campus at 11:00 AM on Wednesday, May 15, 2024.

Site Initiatives Report: The new transfer station for recyclables is now complete. The remote scale terminal went into service on January 1st and all septage haulers who have made the request now have 24-hour access to the site with a terminal ID card and a key to the gate.

There has been an overall improvement in recycling contamination levels; however, commercial recycle loads are now a focus for improvement.

Projects to be completed in 2024: Design of a new public drop-off area including the evaluation of a Household Hazardous Waste facility. There are only four HHW events per year (*photo of gas canister that went through the grinder from a green bin*) therefore having a facility for this may bring improvements. And a portion of the Construction and Demolition will be capped.

Operations Report:

Incoming Materials since January 1, 2024

Residual Waste: 3,571.91

Recycling: 909.34

Organics: 1,928.59

C&D: 809.55

Asbestos: 96.17

Contaminated Soils: 294.54

Septage: 1, 035.49

Bio-solids: 49.04

Treated Wood: 127.95

The amount of recycle going into the landfill is between 15 and 18% from 40 to 50%. We are getting much better at sorting our recycling.

The EPRA guidelines are attached. Schedule A will be accepted for electronics recycling and Schedule B is materials banned from destruction or disposal in landfills and incinerators.

Water monitoring at the Landfill Report: Samples are collected twice a year in the Spring and the Fall. The Fall monitoring report comes out in May. There was a lot of rainfall in October when the samples were taken.

Surface Water results: the parameters are above Fresh Water Aquatic Lake guidelines in October 2023. However, concentrations of aluminum, cadmium, copper, iron and zinc were consistent with previous results. The turbidity was high due to all the rain.

Ground Water Results: the parameters are above the Canadian Drinking Water Guidelines. Barium, lead, sodium and strontium, and arsenic were found below the C&D debris disposal area. Concentrations were comparable to previous results.

Under Drain: Considered to be representative of groundwater. There was Manganese above the CDW guidelines observed but was consistent with previous results.

On site Wells: e-coli was not detected. The three wells tested had higher amounts of iron, manganese and turbidity from the CDW guidelines; however, the water here is not consumed and there are signs posted.

Private Water Supply Wells in the area: There are 15 supply wells tested regularly. The majority of these wells are drilled and not dug, which means they are deeper. There was coliform bacteria present in four of the wells samples. Property owners were contacted by phone if they had bacteria present. Sampling result letters were issued to each property owner in late November.

Spring Monitoring Event: This was held on Ma 6th, 2024. The results will be available in November. One point of discussion was that the landfill uses Magnesium Chloride on its roads in the winter.

Schedule "A"

Effective June 1, 2024

The following obligated products will be accepted for electronics recycling with EPRA Nova Scotia



Display Devices

Televisions, monitors and all-in-one, flat panel (LCD, LED and plasma) and rear projection.



Desktop Computers

Desktop computers (including those acting as servers) and all bundled keyboards, mice, cables and internal components.



Portable Computers

Includes portable computers such as laptops, netbooks, notebooks and tablets.



Computer Peripherals

Includes both wired and wireless manual input devices such as keyboards, mice and trackballs.



Vehicle Audio/Video Systems (aftermarket)

Includes amplifiers, equalizers, speakers and audio/video components



Home Theatre In-A-Box (HTB) Systems

Includes pre-packaged disc player/speaker/amplifier systems for use with video or television display to create a home theatre experience.



Home Audio/Video Systems

Includes VCR, DVD and CD players, digital cable and satellite equipment, speakers, amplifiers, receivers, data projectors and similar audio/video systems.



External Storage Drives & Modems

External hard drives, including home media network hard drives and external optical disk drives as well as network-attached storage devices (NAS), external CD-ROM, DVD and Blu-ray drives.



Desktop & Portable Scanners

Includes optical document/image scanning devices that reside on a desktop and portable devices. Including scanners but not limited to business card, cheque, photo negative, ID card as well as portable pen scanners.



Global Positioning System (GPS)

Personal Portable & Vehicle (aftermarket)

GPS devices both for personal portable use (sports, leisure etc.) as well as aftermarket systems designed for use in a vehicle



Desktop Printers/Multi-Function Devices

Printers designed to reside on a work surface, including laser and LED, inkjet, dot matrix, thermal, dye sublimation and "multi-function" copy, scan, fax and print devices. Stand-alone desktop scanners and fax machines are also included in this category



Personal/Portable Audio/Video Systems

Includes docking speakers, portable stereos, portable CD players, portable audio recorders, tape/radio players, headphones, digital media (MP3) players, voice recorders, digital cameras and video cameras.



Air-Treatment Appliances

(Air Conditioners not included)

Includes portable fans with plug, air purifiers, heaters, corded aromatherapy diffusers and humidifiers. Does not include air conditioners.



Personal Care Appliances

Includes hair cutting and drying appliances, tooth care appliances, shavers and massagers.



Devices for Measuring Time & Weight Scales

Including alarm clocks and wall clocks, timers, bathroom scales, food scales and luggage scales.



Floor or Carpet Care Appliances

Includes floor vacuums, carpet cleaners, robotic vacuums, handheld vacuums and stick vacuums.



Phones (Telephones, Cellular & Smart Phone Devices, Pagers)

Includes corded and cordless telephones, as well as telephone answering machines; cellular phones, including those offering camera, video recording and/or audio functions; smartphones (cell-enabled); cell-enabled PDAs utilizing touch-screen technology; cell-enabled handheld devices.



Electronic Readers & Video Game Devices (Consoles, Handheld Devices & Controllers)

Includes personal and portable devices designed primarily for reading digital e-books and periodicals; gaming consoles; hand-held gaming devices as well as game controllers and both wired and wireless joysticks.



Appliances & Microwave Ovens for Countertop Cooking

Includes countertop microwave ovens, toasters, toaster ovens, fryers, hot plates, bread makers, induction cookers, pressure cookers, waffle irons, coffee makers, espresso makers and kettles, blenders, mixers, food processors, coffee grinders, juice extractors, food dehydrators, devices for cutting food items, and devices for opening or sealing containers or packages. Please note built-in or over-the-range microwave ovens and microwave/range hood combinations are excluded from the program



Garment Care Appliances

Includes irons and steam cleaners

**Schedule "B"—Designated Materials Banned from Destruction or Disposal
in Landfills and Incinerators**

Column 1: Designated Material	Column 2: Implementation Date
Beverage containers	April 1, 1996
Corrugated cardboard	April 1, 1996
Newsprint	April 1, 1996
Used tires	April 1, 1996
Lead-acid (automotive) batteries	April 1, 1996
Leaf and yard waste	June 1, 1996
Post-consumer paint products, formerly known as waste paint	April 1, 1997
Ethylene glycol (automotive antifreeze)	April 1, 1997–May 31, 2019
Compostable organic material	June 1, 1997
Steel or tin food containers	April 1, 1998
Glass food containers	April 1, 1998
Low-density polyethylene bags and packaging	April 1, 1998
High-density polyethylene bags and packaging	April 1, 1998
Televisions	February 1, 2008
Desktop, laptop and notebook computers, including CPUs, keyboards, mice, cables and other computer components	February 1, 2008
Computer monitors	February 1, 2008
Computer printers, including printers that have scanning or fax capabilities or both	February 1, 2008
Computer scanners	February 1, 2009
Audio and video playback and recording systems	February 1, 2009
Telephones and fax machines	February 1, 2009
Cell phones and other wireless devices	February 1, 2009
Used oil	March 1, 2020
Used glycol	March 1, 2020
Used oil filters	March 1, 2020
Glycol containers	March 1, 2020
Oil containers	March 1, 2020

Home or non-commercial video gaming equipment and controllers	March 1, 2020
Global Positioning System devices, whether stand-alone/portable or in-dash (aftermarket only)	March 1, 2020
Microwave ovens	March 1, 2020
E-book readers	March 1, 2020
Peripherals, including external hard drives, optical drives, modems	March 1, 2020
Handheld video game systems	March 1, 2020
Floor or carpet care appliances	June 1, 2024
Garment care appliances	June 1, 2024
Appliances for counter-top cooking	June 1, 2024
Devices for cutting food items and opening or sealing containers or packages	June 1, 2024
Devices for measuring time	June 1, 2024
Personal care appliances	June 1, 2024
Scales	June 1, 2024
Portable air treatment appliances	June 1, 2024
Batteries (non-automotive)	January 1, 2025
Lamp products	January 1, 2025

